

Issue Paper

DATE: 11/22/2021

AGENDA ITEM (ACTION ITEM):

Consider/Approve awarding the Gym Floor Refinishing RFP to Floor Care Concepts and Victory Gym Floors as listed on the bid tabulation for the period of December 7th 2021 to November 30th 2022 with two mutually agreed upon annual renewals.

APPLICABLE BOARD POLICY:

Fiscal Management 04.32 AP.1

HISTORY/BACKGROUND:

An advertisement to accept sealed bids for Gym Floor Refinishing was posted to the district website on November 5th, 2021. Bids were publicly opened November 16th, 2021 at 2:00 PM EST.

FISCAL/BUDGETARY IMPACT:

Unable to calculate due to services associated with this bid shall be utilized on an as needed basis.

RECOMMENDATION:

Approval to award the Gym Floor Refinishing RFP to Floor Care Concepts and Victory Gym Floors as listed on the bid tabulation for the period of December 7th 2021 to November 30th 2022 with two mutually agreed upon annual renewals.

CONTACT PERSON:

Jennifer Weis-Smith

Principal/Administrator

District Administrator

Superintendent

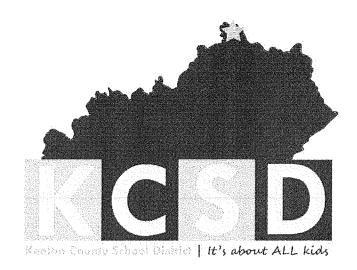
Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

KENTON COUNTY SCHOOL DISTRICT GYM FLOOR REFINISHING L. TABULATION

	FLOOR CARE CONCEPTS				VIC	TO	RY GYM FL	OOF	RS			
	Cle	an &	Scr	een &	Sar	nd, Paint, &		Clean &	Scr	een &	Sar	nd, Paint, &
Location	Bur	nish Price	Rec	oat Price	Ref	finish Price		Burnish Price	Re	coat Price	Ref	inish Price
WATER BASED MATERIAL:												
Ft. Wright Elementary	\$	888.00	\$	2,662.20	\$	13,311.00		\$ 1,055.70	\$	2,662.20	\$	10,353.00
R.C. Hinsdale Elementary	\$	945.00	\$	2,835.00	\$	14,175.00		\$ 1,005.72	\$	2,835.00	\$	11,025.00
Kenton Elementary	\$	555.00	\$	1,665.00	\$	8,325.00		\$ 627.30	\$	1,660.50	\$	6,457.50
Piner Elementary	\$	888.00	\$	2,662.20	\$	13,311.00		\$ 1,005.72	\$	2,662.20	\$	10,353.00
River Ridge Elementary	\$	1,470.00	\$	4,410.00	\$	22,050.00		\$ 1,666.00	\$	4,410.00	\$	17,150.00
Ryland Heights Elementary	\$	835.00	\$	2,495.00	\$	12,474.00		\$ 942.48	\$	2,494.80	\$	9,702.00
Summit View Elementary	\$	935.00	\$	2,795.00	\$	13,975.00		\$ 1,055.70	\$	2,794.50	\$	10,867.50
White's Tower Elementary	\$	875.00	\$	2,655.00	\$	13,115.00		\$ 990.93	\$	2,623.05	\$	10,200.75
Summit View Middle	\$	1,595.00	\$	4,775.00	\$	23,868.00		\$ 1,803.36	\$	4,773.60	\$	18,564.00
Turkey Foot Middle	\$	1,270.00	\$	3,810.00	\$	19,050.00		\$ 1,439.22	\$	3,809.70	\$	14,815.50
Twenhofel Middle	\$	1,515.00	\$	4,545.00	\$	22,725.00		\$ 1,592.90	\$	4,216.50	\$	16,397.50
Woodland Middle	\$	1,150.00	\$	3,375.00	\$	16,875.00		\$ 1,275.00	\$	3,375.00	\$	13,125.00
Dixie Heights High	\$	1,650.00	\$	4,950.00	\$	24,750.00		\$ 1,870.00	\$	4,950.00	\$	19,250.00
Scott High	\$	1,425.00	\$	4,275.00	\$	21,375.00		\$ 1,615.00	\$	4,275.00	\$	16,625.00
Simon Kenton High	\$	1,725.00	\$	5,175.00	\$	25,875.00		\$ 1,955.00	\$	5,175.00	\$	20,125.00
Gym Floor Refinishing Totals	\$	17,721.00	\$	53,084.40	\$	265,254.00		\$ 19,900.03	\$	52,717.05	\$	205,010.75
	Cle	an &	Scr	een &	Sai	nd, Paint, &		Clean &	Scr	een &	Sar	nd, Paint, &
OIL BASED MATERIAL:	Bui	rnish Price	Red	coat Price	Re	finish Price		Burnish Price	Re	coat Price	Ref	finish Price
Ft. Wright Elementary	\$	888.00	\$	1,716.00	\$	12,128.00		No Bid	\$	1,538.16	\$	8,578.20
R.C. Hinsdale Elementary	\$	945.00	\$	1,827.00	\$	12,915.00		No Bid	\$	1,638.02	\$	9,135.00
Kenton Elementary	\$	555.00	\$	1,073.00	\$	7,585.00		No Bid	\$	959.40	\$	5,350.50
Piner Elementary	\$	888.00	\$	1,716.00	\$	12,128.00		No Bid	\$	1,538.16	\$	8,578.20
River Ridge Elementary	\$	1,470.00	\$	2,842.00	\$	20,090.00		No Bid	\$	2,548.00	\$	14,210.00
Ryland Heights Elementary	\$	835.00	\$	1,608.00	\$	11,365.00		No Bid	\$	1,441.44	\$	8,038.80
Summit View Elementary	\$	935.00	\$	1,801.00	\$	12,731.00		No Bid	\$	1,614.60	\$	9,004.50
White's Tower Elementary	\$	875.00	\$	1,690.00	\$	11,950.00		No Bid	\$	1,515.54	\$	8,452.05
Summit View Middle	\$	1,595.00	\$	3,076.00	\$	21,747.00		No Bid	\$	2,758.08	\$	15,381.60
Turkey Foot Middle	\$	1,270.00	\$	2,456.00	\$	17,355.00		No Bid	\$	2,201.60	\$	12,275.70
Twenhofel Middle	\$	1,515.00	\$	2,929.00	\$	20,700.00		No Bid	\$	2,436.20	\$	13,586.50
Woodland Middle	\$	1,150.00	\$	2,175.00	\$	15,375.00		No Bid	\$	1,950.00	\$	10,875.00
Dixie Heights High	\$	1,650.00	\$	3,190.00	\$	22,550.00		No Bid	\$	2,680.00	\$	15,950.00
Scott High	\$	1,425.00	\$	2,755.00	\$	19,475.00		No Bid	\$	2,470.00	\$	13,775.00
Simon Kenton High	\$	1,725.00	\$	3,335.00	\$	23,575.00		No Bid	\$	2,990.00	\$	16,675.00
Gym Floor Refinishing Totals	\$	17,721.00	\$	34,189.00	\$	241,669.00			\$	30,279.20	\$	169,866.05
Wood Repair			\$23	3.00/Sq. Ft.	1				\$3	0.00/Sq. Ft.	1	

⁻ Recommended as the lowest and/or best evaluated bid.



Bid Documents GYM FLOOR REFINISHING

Prepared By: Jennifer Weis-Smith Procurement Coordinator

BID/RFP No. 59-GFR-21

REQUEST FOR PROPOSALS

Board of Education of Kenton County, Kentucky Equal Opportunity/Affirmative Action Employer

1055 Eaton Dr. Ft. Wright, KY 41017 P: (859) 344-8888 • F: (859) 344-1531

GYM FLOOR REFINISHING

The Board of Education of Kenton County, Kentucky (hereinafter called The Board of Education) will receive sealed bids for items and/or services listed herein. You are invited to submit a sealed bid, subject to terms and conditions of this invitation to bid. Please read all instructions and specifications carefully.

Failure to comply with these instructions shall disqualify your bid.

DELIVERY OF BID

Bids can be mailed or delivered in a sealed envelope marked "Gym Floor Refinishing Bid", in the lower left-hand corner, to:

Kenton County Board of Education ATTN: Jenny Weis-Smith, Procurement Coordinator 1055 Eaton Dr. Ft. Wright, KY 41017

Bids may also be emailed to: <u>Kenton.purchasing@kenton.kyschools.us</u>, with "**Gym Floor Refinishing Bid**" in the subject line.

PERIOD OF CONTRACT

The period of the contract will be from December 7th, 2021 to November 30th, 2022

If agreed upon by both parties in November of each year, the agreement may be extended annually for up to 2 additional annual renewals. Prices may be negotiated in November of each year, but may not exceed the percentage change of the Consumer Price Index annualized (from monthly percentage changes) as published on the Bureau of Labor Statistics website.

TIME OF BID OPENING

Bids will be opened on November 16th at 2:00 pm EST.

All bids must be received by the time and date designated in this invitation. None will be considered thereafter. Failure to have bid submitted prior to the bid opening date, will automatically prevent disqualify your bid.

LOCATION OF BID OPENING

Bids will be opened and read in the Student Nutrition Department at the Kenton County Board of Education, at 1055 Eaton Dr. Fort Wright, KY 41017. You are invited to be present at the bid opening.

BID AWARD

Bid will be awarded at the board meeting held on December 6th, 2021.

Contract(s) may be awarded to the lowest and/or the best evaluated bidder(s) meeting all specifications and conditions and are subject to all other provisions of this invitation to bid. Contracts may be awarded on an item, group or total basis; whichever is deemed to be in the best interest of The Board of Education.

GENERAL BID INSTRUCTIONS AND CONDITIONS (PLEASE READ CAREFULLY)

A. 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 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.

B. BID DOCUMENTS

Bid forms are provided with this "Invitation to Bid". All proposals shall be submitted on the "Bid Form".

C. SPECIFICATIONS

Specifications are attached and are part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval by the Procurement Coordinator. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herein. The bidder is instructed to complete all blanks and spaces where information concerning any items 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.

D. KENTUCKY MODEL PROCUREMENT CODE (KRS CHAPTER 45A)

The Kentucky Model Procurement Code (KRS 45A), adopted by the Board of Education, shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to bid and the Kentucky Model Procurement Code Regulations, the Kentucky Model Procurement Code Regulations shall control.

E. 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.

F. 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 of negligence of the party not performing.

G. 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.

H. TAXES

Kenton County School's tax exempt status applies in accordance with revenue policy 51P370 P370 revised 060183 and in accordance with 103 KAR 26:070. A state sales tax exempt certificate upon request shall be provided to the awarded bidder.

I. BRAND NAMES

The brand or trade name, manufacturer's name, and/or catalog number must be listed in the column provided. If bidder fails to indicate brand or trade name, where requested, the item and bid may be disqualified.

J. I.R.S. W-9 FORM

All Awarded Bidders as a result of this Invitation to Bid shall submit a completed IRS W-9 Form within ten (10) business days of the Bid Award Notification.

K. PRODUCT EVALUATION

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Educational and Business Staff of the Board of Education.

The Purchasing Department will make tabulations and each qualified bidder will be mailed a formal tabulation after the Board of Education has taken official action. The Board of Education meetings are normally held on the third Monday of each month. Bidders are requested not to call the Purchasing Office for a tabulation of the bids.

Any bids received after scheduled time of opening will not be opened.

No bid can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of bidders in the creation of their bids. Any bids received unsigned shall be rejected.

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.

S. PRICES

All prices quoted by the various bidders must be firm for a maximum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices shall then be firm for the time period that is 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 with correction inserted adjacent thereto and initialed by person signing the bid. Also, corrections made with correction tape or fluid are to be initialed.

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.

T. SUBSTITUTIONS

If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from Jenny Weis, Procurement Coordinator.

U. REQUIREMENTS

- All deliveries must be complete within thirty (30) days from receipt of purchase order unless otherwise stated in the bid specifications and conditions. The vendor must furnish invoices as follows:
- One (1) copy to the warehouse with material at time of delivery.
- Two (2) copies of invoice (original and one copy) to the Accounts Payable Department along with a signed delivery receipt as proof of delivery.
- No more than one (1) back order or partial delivery may be allowed on these items, unless otherwise stated herein. Ship complete within sixty (60) days or cancel.
- All deliveries must be made to the location indicated on the purchase order and signed for by a responsible Board Official. Signatures of custodial or maintenance personnel are not acceptable.
- All invoices must show the purchase order number, date of delivery, name of location and a list of items delivered by item name.

V. OTHER CONDITIONS

All blanks and information requested are to be completed on the Bid Form in order to qualify your bid. The Board of Education reserves the right to make multiple awards to two or more companies on the same item where more than one standard of quality is desired.

Do not bid any special groupings other than those listed herein.

W. HOLD HARMLESS

Vendor agrees to indemnify and save The Kenton County School District harmless from claims for death or injury to Vendor's personnel arising while such personnel are on premises owned or controlled by The Kenton County School District in connection with the performance of this order, and Vendor shall maintain Worker's Compensation Insurance and Employees Liability Insurance in the minimum amount of one hundred thousand (\$100,000) dollars (unless otherwise specified within contract) covering all such personnel while on Kenton County School's premises.

X. CRIMINAL HISTORY VERIFICATION

The successful bidder certifies that a criminal history background check has been performed on all employees that may come into contact with Kenton County Schools Students. Please note that any employees with the following offenses will not be permitted to have any contact with our students: Sex-related offense convictions; Convictions against minors; Felony offense convictions against persons or property; Alcohol violation convictions within two (2) years from date of check, and no more than two (2) such offense convictions in total; Drug related offense convictions; Deadly weapon-related offense convictions; A pattern of irresponsible behavior, based upon the background check.

- If the written response received from the vendor is deemed unsuitable by Kenton County Schools' Purchasing
 Department, Kenton County Schools will issue a C.A.R. Response defining what action will be taken. Kenton County
 Schools may revoke the contract and refuse potential bids from the vendor until such a time is deemed suitable by
 Kenton County Schools.
- Please refer to this policy on page 8 of Purchasing Procedures and Guidelines as published on the Kenton County Board
 of Education's website: https://www.kenton.k12.kv.us/Content2/294

DD. CLEAN AIR/CLEAN WATER

For contracts and sub-grants of amounts in excess of \$150,000, your contract must include a clause requiring the contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-.7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

EE. SUSPENSION AND DEBARMENT

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required

The Contractor understands that a contract award (see 2 CUR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by The Kenton County School District. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to The Kenton County School District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CER 180.220 white this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

FF. BUY AMERICAN

The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1160(n)), requiring school food authorities (SFA5) to purchase, to the maximum extent practicable, domestic commodity or product.

"Domestic Commodity or Producer are defined as an agricultural commodity that is produced in the United States and a
food product that is processed in the United States using substantial agricultural commodities that are produced in the
United States.

"Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:

GYM FLOOR REFINISHING

SPECIAL CONDITIONS - Page 1 of 2

FIRM PRICES

Price(s) are to remain firm for the period of the contract. Kenton County School reserves the right to request proposals from other qualified contractors for any non-scheduled work that is expected to exceed a cost of \$1,000.

WORKMANSHIP AND QUALIFICATIONS

The work outlined shall be done by an experienced, qualified contractor that will perform in a professional manner in strict compliance with safety requirements prescribed in current standards of O.S.H.A., state and local codes. Where there is a conflict in the minimum standards to be met among various codes, the most stringent will take precedence. As a requirement of this bid, the bidder must submit with their proposal a reference list of at least three previous customers.

REFUSE

All refuse resulting from the work performed under this contract(s) will be properly disposed of by the contractor off school property.

INSURANCE

General Conditions require contractors working for the Kenton County Board of Education at a minimum to carry liability and workmen's compensation insurance and to furnish proof of such coverage. The minimum coverage acceptable for this bid is:

- a. Statutory Workman's Compensation Insurance on each employee.
- b. Public Liability not less than \$1,000,000 single limit per occurrence.
- c. Property Damage Liability, including Contractual Liability, with limits of not less than \$1,000,000 single limit per occurrence.
- d. Automobile Liability Insurance, including all Owner, non-Owner or hired vehicles, with limits of not less than \$500,000.00 single limit per occurrence.

INVOICING

All invoices are to be billed to The Kenton County Board of Education with the purchase order number included.

Invoices can be mailed to:

Kenton County Board of Education Attn: Accounts Payable 1055 Eaton Dr. Ft. Wright, KY 41017

Or emailed to: accounts.payable@kenton.kyschools.us (Preferred Method)

PAYMENT & PAYMENT TERMS

Payment terms are estimated **Net 30-90 days** due to the following:

• Payments are mailed the day following the regular monthly Board meeting; following delivery of items, receipt of proper invoice and approval.

OTHER CONDITIONS

- All Blanks and information requested are to be completed on the bid forms in order to qualify your bid
- The Board of Education reserves the right to make multiple awards to two or more companies if it is in the best interest of the Board of Education. Do not bid any special groupings other than those listed herein.

GYM FLOOR REFINISHINGS

BID SPECIFICATIONS - Page 1 of 4

CONTRACTOR REQUIREMENTS

- 1. Contractor shall have a minimum of five (5) years' experience refinishing gymnasium wood floors.
 - a. Contractor shall have a professional crew who has worked with this contractor at least two years.
 - b. Contractor shall have sufficient crew size to complete the work within required time schedule.
- 2. Contractor shall provide all necessary labor, materials and equipment.
- 3. Contractor shall dispose of all generated waste materials in compliance with all local, state and federal guidelines, regulations and requirements.
- 4. Contractor shall take all reasonable precautions to prevent dust and fumes from entering other parts of the building including but not limited to; sealing off intakes and doors. In the event dust mitigates to other areas of the building, the contractor is responsible for cleaning the affected areas.
- 5. Contractor must adhere to manufacturer's specifications for preparation and application of the floor finish. All finishes are to be applied at manufacturer's recommended rates.
- 6. Contractor must be qualified in damage assessment and sports floor repair.
- 7. Be available to complete projects at KCSD locations with 14-day prior request for service.
 - a. Complete work within mandated project timetables.
- 8. Contractor shall inspect each gymnasium in the Kenton County School District prior to bid, to determine the correct preparation and finishing for each gym. Contact Mike Hogue at 859-322-6129 to schedule a walkthrough.
- 9. Contractor must provide a list of three (3) references of work completed in the past five (5) years for other school districts.
- 10. Contractor shall provide a written report of floor conditions and recommendations for future maintenance.
- 11. Contractor shall conduct maintenance training at annual custodial workshop reviewing all maintenance requirements.
- 12. All rejected work shall be re-done according to the gym floor finish manufacturer's specifications and the Kenton County School District requirements.
- 13. Contractor shall provide MSDS and Manufacturer's specifications on all proposed products.

PROPERTY DAMAGE

The contractor shall be responsible for reimbursing the district for any damage to the property due to negligence or as a result of work completed by the contractor.

THE KENTON COUNTY SCHOOL DISTRICT GYM FLOOR REFINISHINGS

BID SPECIFICATIONS - Page 3 of 4

OIL BASED MATERIALS

New or Newly Sanded Floors

- 1. ALL AMERICAN 35 should be applied as soon as the final sanding step has been completed. Floor should also be vacuumed and tack cleaned with waterless cleaner to assure that the surface is dust free.
- 2. Apply the initial coat of ALL AMERICAN 30 or 35 with the grain of the wood floor at the rate of 400-500 sq. ft. per gallon.
- 3. Apply a second coat of seal as described in No 2.
- 4. Line all athletic courts with a solvent resistant, oil-based paint. Remove tape within 1 to 2 hours after painting.
- 5. After paint has thoroughly dried, (24 hours) buff with a maroon pad or slightly abrade with a 150-grit screen. Vacuum and tack clean to remove all dust before applying finish.
- 6. Apply at least 2-coats of ALL AMERICAN 50. Follow directions as outlined in steps 1-4 under coating (listed below).

Coating

- **1.** Apply ALL AMERICAN 50 using a lamb's wool applicator, K200 E-Z Way Applicator with a lambs wool pad or a light weight bar. It should be applied at the rate of 400-500 sq. ft. per gallon in the direction of the wood grain. Be sure all air blowing equipment is turned off and doors and windows closed until the floor is tack free.
- 2. Allow floor to dry a minimum of 16 hours before applying any additional coats.
- 3. If floor is not recoated within 24 hours, it will be necessary to abrade before applying the next coat, with a 120-grit screen or maroon between coats pad, vacuum and tack.

GYM FLOOR REFINISHINGS

BID FORM - Page 1 of 3

Having carefully examined the instructions to bidders and the specifications, on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda _____ (Insert the addenda numbers received or the word "none" if no addenda received.)

EXCEPTIONS:						
WATER BASED MATERIAL:						
Location	Clean & Burnish	Screen & Recoat	Sand, Paint & Refinish			
Beechgrove Elementary	\$	\$	\$			
Caywood Elementary	\$	\$	\$			
Ft. Wright Elementary	\$	\$	\$			
R.C. Hinsdale Elementary	\$	\$	\$			
Kenton Elementary	\$	\$	\$			
Piner Elementary	\$	\$	\$			

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River Ridge Elementary

Taylor Mill Elementary

Ryland Heights Elementary

White's Tower Elementary

Summit View Elementary

Summit View Middle

Turkey Foot Middle

Twenhofel Middle

Woodland Middle

Dixie Heights High

Simon Kenton High

Scott High

*For bid evaluation purposes, please assume in the "Sand, Paint & Refinish" option the identical artwork that currently exists will be reproduced on the refinished floor.

GYM FLOOR REFINISHINGS

BID FORM - Page 3 of 3

Prices on bid must be valid for the duration of the "Period of Contract", or the bid will not be accepted. We, the undersigned, hereby agree to furnish to the Board of Education with the services as described as may be required during the year from date of contract in accordance with specifications and general conditions all of which form a part hereof.

Bids Must Include the Following:

- Bid Form
- Signed & dated Conflict of Interest Form
- Required Affidavit for Bidders, Offerors and Contractors claiming resident bidder status
- Three Work References
- Proof of Required Insurance
- MSDS and Manufacturer's specifications on all proposed products

Company			
Contact/Title			-
Street Address			
City	State	Zip	
Telephone	Fax		
E-Mail Address / Payment Terms		/	
Authorized Bidder's Signature		Date	

Solicitation	/Contract:
DOWN CACOCK CACA	GOALES GOES

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- 1. Is authorized to transact business in the Commonwealth;
- 2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY 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.

Signature		Printed I	Vame		
Title		Date			
Company Name		~			
Address					
Washington and the second seco					naturativa de l'accepto de la constante de l'accepto de la constante de l'accepto de la constante del constante de la constant
ribed and sworn to before me By	(Affiant)			(Title)	
ribed and sworn to before me By				(Title)	· .
of	(Affiant)		day of		,20_
	(Affiant)				,20_
of (Company Name)	(Affiant)				,20_
of	(Affiant)				,20_

Floor Care Concepts

THE KENTON COUNTY SCHOOL DISTRICT GYM FLOOR REFINISHINGS BID FORM – Page 1 of 3

Having carefully examined the instructions to bidders and the specifications, on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda	_ (Insert the addenda numbers received or the word "none" if no addenda received.)
EXCEPTIONS:	

WATER BASED MATERIAL:

Location	Clean & Burnish	Screen & Recoat	Sand, Paint & Refinish
Beechgrove Elementary	\$ N/B	\$ N/B	\$ N/B
Caywood Elementary	\$ N/B	\$ N/B	\$ N/B
Ft. Wright Elementary	\$ 888° CC	\$ 2662.20	\$ 13,311, CC
R.C. Hinsdale Elementary	\$ 945.00	\$ 2,835.00	\$ 14,175.00
Kenton Elementary	\$ 555.00	\$ 1,665,00	\$ 8,325.°°
Piner Elementary	\$ 888.00	\$ 2.662 20	\$ 13,311.00
River Ridge Elementary	\$ 1470,00	\$410-00	\$ 22,050.cc
Ryland Heights Elementary	\$ 835,00	\$2,495.00	\$ 12,474.00
Taylor Mill Elementary	\$ N/B	\$ N/B	\$ N/B
White's Tower Elementary	\$ 875.00	\$ 2,665-00	\$ 13,115.00
Summit View Elementary	\$ 935. cc	\$ 2,795.00	\$ 13,975,00
Summit View Middle	\$ 1595.00	\$ 41775,00	\$ 23 868 00
Turkey Foot Middle	\$ 1,270,00	\$ 3,810. co	\$ 19,050-00
Twenhofel Middle	\$ 1515.	\$ 4,545. cc	\$ 22,725.co
Woodland Middle	\$ 1150,00	\$ 3,375.00	\$ 16,875.00
Dixie Heights High	\$ 1650,00	\$ 4,950.00	\$ 24,750,00
Scott High	\$ 1425.00	\$ 4,275.00	\$21,375.CD
Simon Kenton High	\$ 1725.00	\$5,175.00	\$ 25,875.co

^{*}For bid evaluation purposes, please assume in the "Sand, Paint & Refinish" option the identical artwork that currently exists will be reproduced on the refinished floor.

THE KENTON COUNTY SCHOOL DISTRICT GYM FLOOR REFINISHINGS BID FORM - Page 2 of 3

OIL BASED MATERIAL:

Location	Clean & Burnish	Screen & Recoat	Sand, Paint & Refinish
Beechgrove Elementary	\$ N/B	\$ N/B	\$ N/B
Caywood Elementary	\$ N/B	\$ N/B	\$ N/B
Ft. Wright Elementary	\$ 888. cc	\$ 1716.00	\$ 12,128,00
R.C. Hinsdale Elementary	\$ 945.00	\$ 1,827.00	\$ 12,915.00
Kenton Elementary	\$ 555, cc	\$ 1,073 co	\$ 7585.co
Piner Elementary	\$ 888. ec	\$ 1716.00	\$ 13,128.00
River Ridge Elementary	\$ 1470,00	\$ 2,842.00	\$ 20.090.00
Ryland Heights Elementary	\$ 835.00	\$ 1,608.00	\$ 11,365.cc
Taylor Mill Elementary	\$ N/B	\$ N/B	\$ N/B
White's Tower Elementary	\$ 875.00	\$ 1690.00	\$ 11,950.00
Summit View Elementary	\$ 93500	\$ 1,801.00	\$ 12,731,00
Summit View Middle	\$ 1595.00	\$ 3,076.00	\$ 21747.00
Turkey Foot Middle	\$ 1,270,00	\$ 2,456.00	\$ 17,355.00
Twenhofel Middle	\$ 1515.00	\$ 2,929,00	\$ 20,700,00
Woodland Middle	\$ /150.00	\$ 2,175.00	\$ 15,375.00
Dixie Heights High	\$ 1650.00	\$ 3,190.00	\$ 22,550.00
Scott High	\$ 1,425.00	\$ 2,755.°°	\$ 19,475.00
Simon Kenton High	\$1,725 00	\$ 3,335.°°	\$ 23,575.00

^{*}For bid evaluation purposes, please assume in the "Sand, Paint & Refinish" option the identical artwork that currently exists will be reproduced on the refinished floor.

ADDITIONAL LABOR RATES

List any additional laborers/services your firm is able to provide (ie. Gym floor refinishing technicians, gym floor refinishing managers, gym floor artist, etc.)

Service //// / // Of a color of of a local land	Labor Rate/Hour
INSTAIL VolleyER STERVES & PIRTES	
TASTALL BRSE COVE	
REDRIE DRMAGED WOOD Flooring	23,00 PER SQ.F+

THE KENTON COUNTY SCHOOL DISTRICT GYM FLOOR REFINISHINGS BID FORM – Page 3 of 3

Prices on bid must be valid for the duration of the "Period of Contract", or the bid will not be accepted. We, the undersigned, hereby agree to furnish to the Board of Education with the services as described as may be required during the year from date of contract in accordance with specifications and general conditions all of which form a part hereof.

Bids Must Include the Following:

- Bid Form
- Signed & dated Conflict of Interest Form
- Required Affidavit for Bidders, Offerors and Contractors claiming resident bidder status
- Three Work References
- Proof of Required Insurance
- MSDS and Manufacturer's specifications on all proposed products

Charles Case Oral & &C
Company Floor (ARC CONCEPTS
Contact/Title FRCS KOORS - PRESIDENT
Street Address 323 CROSS ST
City <u>F15MERE</u> State <u>K9</u> Zip <u>410/8</u>
Telephone 859-635-04/40 Fax 859-448-0789
E-Mail Address / Payment Terms FCC15243@A01-COM Net 30
Authorized Bidder's Signature 11-12-2

CONFLICT OF INTEREST

- 1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
 - a. He, or any member of his immediate family has a financial interest therein; or
 - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- 2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
- 3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- 4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
- 5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

Signature

Date

11-12-21

NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID FORM ORDER FOR YOUR BID TO BE QUALIFIED.

Solicitation/Contract: <u>27-DB/E-20/23</u>

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- 1. Is authorized to transact business in the Commonwealth;
- 2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49: and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY 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.

de Mores	FRES KOORS
Signature C	Printed Name
PRESIDENT	11-16-21 Date
Company Name <u>FREKO Supply</u> Address <u>323 CROSS</u> <u>Els MERC k</u>	GPBA. Floor CARECONCEPTS
Subscribed and sworn to before me By (Affiant)	y Koors President (Title)
of Greko Sypyaba Floorer (Company Name) Concep	e the 16th day of November, 20,31.
Notary Public	7/20/00-7
[seal of notary]	My commission expires: 3/24/2023

ANGELA M. NEVILLE Notary Public, Kentucky State at Large My Commission Expires Mar. 29, 2023 Notary ID# 620283

Victory Gym Flows

THE KENTON COUNTY SCHOOL DISTRICT

GYM FLOOR REFINISHINGS

BID FORM - Page 1 of 3

Having carefully examined the instructions to bidders and the specifications, on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda <u>Mone</u> (Insert the addenda numbers received or the word "none" if no addenda received.)

EXCEPTIONS: _		

WATER BASED MATERIAL:

Location	Clean & Burnish	Screen & Recoat	Sand, Paint & Refinish
ઢ-ቶቶ · Beechgrove Elementary	\$	\$	\$
, a / C Caywood Elementary	\$ 1055.70	\$ 2794.50	\$ 10867.50
916 Ft. Wright Elementary	\$ 1005.72	\$2662.20	\$ 10353.60
360 R.C. Hinsdale Elementary	\$ 1071.00	\$2835.00	\$ 11025.00
'690 Kenton Elementary	\$ 627.30	\$ 1660.50	\$ 6457.50
9/6 Piner Elementary	\$ 1005.72	\$ 2662.20	\$ 10353,60
800 River Ridge Elementary	\$ 1666.00	\$ 4410.00	\$ 17150,00
344 Ryland Heights Elementary	\$ 942.48	\$2494.80	\$ 9702.00
Taylor Mill Elementary	\$ NO	\$ Bid	\$ N/A
829 White's Tower Elementary	\$ 990,93	\$2623.05	\$ 10200.75
210 Summit View Elementary	\$ 1055.70	\$2794.50	\$ 10867.50
3667 Summit View Middle	\$ 1803.36	\$4773.60	\$ 18564.00
466 Turkey Foot Middle	\$ 1439, 22	\$ 3809.70	\$ 14815.50
376 Twenhofel Middle	\$ 1592.90	\$ 4216.50	\$16397.50
7500 Woodland Middle	\$1275.00	\$3375.60	\$ 13125.00
1000 Dixie Heights High	\$ 1870,00	\$4950.00	\$ 19250.60
500 Scott High	\$ 1615.00	\$4275.00	\$16625.00
1500 Simon Kenton High	\$ 1955.00	\$5175.00	\$20125.00

^{*}For bid evaluation purposes, please assume in the "Sand, Paint & Refinish" option the identical artwork that currently exists will be reproduced on the refinished floor.

GYM FLOOR REFINISHINGS

BID FORM - Page 2 of 3

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1.45

OIL BASED MATERIAL:

Location	Clean & Burnish	Screen & Recoat	Sand, Paint & Refinish
Beechgrove Elementary	\$ N/A	\$	\$
Caywood Elementary	\$,	\$ 1614.60	\$ 9004.50
Ft. Wright Elementary	\$	\$ 1538.16	\$ 8578.20
R.C. Hinsdale Elementary	\$	\$ 1038.00	\$ 9135.00
Kenton Elementary	\$	\$ 959,40	\$6350.50
Piner Elementary	\$	\$ 1538.16	\$ 8578.20
River Ridge Elementary	\$	\$3548.00	\$14210.00
Ryland Heights Elementary	\$	\$ 1441,44	\$ 8038.80
Taylor Mill Elementary	s No Bid	\$	\$
White's Tower Elementary	\$	\$ 1515.54	\$ 8452.05
Summit View Elementary	\$	\$ 1614,60	\$ 9004.50
Summit View Middle	\$	\$ 2758.08	\$ 15381.60
Turkey Foot Middle	\$	\$ 2201.60	\$ 12275.70
Twenhofel Middle	\$	\$2436.20	\$ 13586.50
Woodland Middle	\$	\$ 1950.00	\$ 10875.00
Dixie Heights High	\$.	\$2680.00	\$15950.00
Scott High	\$	\$2470.00	\$13775.00
Simon Kenton High	\$	\$2990.00	\$16675.00

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ADDITIONAL LABOR RATES

List any additional laborers/services your firm is able to provide (ie. Gym floor refinishing technicians, gym floor refinishing managers, gym floor artist, etc.)

Service
Rephil + Lepher

Wood

Entra Court Graphis

Labor Rate/Hour

\$
30,00 SA

\$ DER Cloud

GYM FLOOR REFINISHINGS

BID FORM - Page 3 of 3

Prices on bid must be valid for the duration of the "Period of Contract", or the bid will not be accepted. We, the undersigned, hereby agree to furnish to the Board of Education with the services as described as may be required during the year from date of contract in accordance with specifications and general conditions all of which form a part hereof.

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- Signed & dated Conflict of Interest Form
- Required Affidavit for Bidders, Offerors and Contractors claiming resident bidder status
- Three Work References
- Proof of Required Insurance
- MSDS and Manufacturer's specifications on all proposed products

Company Victory Gym Floors	
Kills Duall Courses	
Street Address 3375 BASS LAKE Rd.	
City PIERSON State MI.	Zip <u>49339</u>
Telephone 854 957 7824 Fax	
E-Mail Address / Payment Terms Victory gyn floors & quail. Con	1 Upon reciept
Authorized Bidder's Signature Daniel	Date 11/10/21

CONFLICT OF INTEREST

- 1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
 - a. He, or any member of his immediate family has a financial interest therein; or
 - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
- 2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
- 3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- 4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
- 5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

Signature

11/10/21 Date

NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID FORM ORDER FOR YOUR BID TO BE QUALIFIED.