



Kenton County School District | It's about ALL kids.

Issue Paper

DATE:

2/24/2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve awarding of the Before and After School Programs Bid to AlphaBEST and Champions for one year beginning July 1, 2022, with three optional annual renewals.

APPLICABLE BOARD POLICY:

Fiscal Management 04.32 AP.1

HISTORY/BACKGROUND:

An advertisement was posted to the district website on January 24th, 2022 to accept sealed proposals for Before and After School Care Programs. Sealed proposals were publicly opened and read on February 9th, 2022. Awarding the bid to both AlphaBEST and Champions will give schools the option to pick the agency that best fits the needs of the their students and the community.

FISCAL/BUDGETARY IMPACT:

None.

RECOMMENDATION:

Approval to award the Before and After School Programs Bid to AlphaBEST and Champions for one year beginning July 1, 2022, with three optional 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.

THE KENTON COUNTY SCHOOL DISTRICT
Before & After School Programs
Bid Tabulation Total

	Alphabest	Champions
Cost	17.95	20.00
Service Write-up	55.00	50.17
References	8.17	9.83
Total Score (100 points possible)	81.12	80.00

 = Recommended Agency

*The district recommends a dual award to allow both agencies access to the district. Each school will be able to asses their own needs and their community needs to determine which agency would be the best fit.

THE KENTON COUNTY SCHOOL DISTRICT
Before & After School Programs
Costs

PROGRAM RATES	Estimated Student Enrollment
Before School Care	151
After School Care	215
Before and After School Care	61
One-Time Registration Fee	427

The below rates are not included in the cost evaluation

SNOW DAYS

Full-day Child Care

PART TIME ENROLLMENT

Before School Care
After School Care
Before and After School Care

ADDITIONAL FEES

Drop-in Care
Early Release
Late Fees
NSF Fees
PrePaid 10-Visit Drop-in Punch Pass

Points Awarded

CHAMPIONS				
	Rate		Total	Estimated 36 Weeks in SY
\$	30.00	Child/Week	\$ 4,530.00	\$ 163,080.00
\$	55.00	Child/Week	\$ 11,825.00	\$ 425,700.00
\$	76.50	Child/Week	\$ 4,666.50	\$ 167,994.00
				\$ 756,774.00
\$	50.00	Child	\$ 21,350.00	
Total Estimated Spend for Families				\$ 778,124.00
\$	38.00	Child/Day		
\$	18.00	Child/Day		
\$	36.00	Child/Day		
\$	54.00	Child/Day		
\$	25.00			
\$	10.00			
\$	-			
\$	-			
\$	-			
			20.00	

ALPHABEST				
	Rate		Total	Estimated 36 Weeks in SY
\$	32.50	Child/Week	\$ 4,907.50	\$ 176,670.00
\$	60.00	Child/Week	\$ 12,900.00	\$ 464,400.00
\$	90.00	Child/Week	\$ 5,490.00	\$ 197,640.00
				\$ 838,710.00
\$	45.00	Child	\$ 19,215.00	
Total Estimated Spend for Families				\$ 857,925.00
\$	35.00	Child/Day		
\$	8.00	Child/Day		
\$	15.00	Child/Day		
\$	21.00	Child/Day		
\$	-			
\$	-			
\$	1.00	Per Minute		
\$	25.00	Per Occurance		
\$	140.00	Per Pass		
17.95				

THE KENTON COUNTY SCHOOL DISTRICT
Before & After School Programs
Quality of Service Write-up

ALPHABEST						
	<i>Points Possible</i>	Evaluator 1	Evaluator 2	Evaluator 3	Avg Score	Points Awarded
1. Costs	5	8	9	9	8.67	4.33
2. Staff Qualifications	10	7	8	9	8.00	8.00
3. Program Goals	20	8	8	9	8.33	16.67
4. Communication	10	8	8	7	7.67	7.67
5. Organization Capabilities	10	6	6	8	6.67	6.67
6. Discipline	10	7	8	8	7.67	7.67
7. Past Experience	5	6	9	9	8.00	4.00
Awarded Points				55.00		

CHAMPIONS						
	<i>Points Possible</i>	Evaluator 1	Evaluator 2	Evaluator 3	Avg Score	Points Awarded
1. Costs	5	5	3	9	5.7	2.83
2. Staff Qualifications	10	7	6	9	7.3	7.33
3. Program Goals	20	7	6	9	7.3	14.67
4. Communication	10	6	7	9	7.3	7.33
5. Organization Capabilities	10	6	6	8	6.7	6.67
6. Discipline	10	7	6	9	7.3	7.33
7. Past Experience	5	8	7	9	8.0	4.00
Awarded Points				50.17		

THE KENTON COUNTY SCHOOL DISTRICT
Before & After School Programs
References

	Alphabest	Champions
Reference 1	9.0	9.5
Reference 2	8.5	10
Reference 3	7.0	10
Average	8.17	9.83

ADDENDUM #1

**Issued for the Before & After School Care Programs RFP on 01/28/2022,
to change the following:**

Item 1: Page 3, paragraph 3

From:

PERIOD OF CONTRACT

The period of the contract will be from July 1st, 2022 to June 30th, 2022.

If agreed upon by both parties in March of each year, the agreement may be extended annually for up to 3 additional annual renewals. Prices may be negotiated 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.

To:

PERIOD OF CONTRACT

The period of the contract will be from July 1st, 2022 to June 30th, 2023.

If agreed upon by both parties in March of each year, the agreement may be extended annually for up to 3 additional annual renewals. Prices may be negotiated 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.

AUTHORIZED BY WITH TITLE:

Jennifer Weis-Smith
Signature

Procurement Coordinator
Title

1/28/2022
Date

BIDDER ACKNOWLEDGMENT/ACCEPTANCE:

Signature – Authorized Company Representative

Date

Please print the name of the signature above

Company

PLEASE RETURN THIS PAGE WITH ALL OF THE REQUIRED BID DOCUMENTS

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Gene Dupin Shannon Herold Jesica Jehn
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"



THE KENTON COUNTY SCHOOL DISTRICT

Bid Documents

BEFORE & AFTER SCHOOL CARE PROGRAMS

Prepared By:
Jenny Weis-Smith
Procurement Coordinator

BID/RFP No. 59-BASP-22

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For any clarification relative to this bid, email all questions to:
jennifer.weis@kenton.kyschools.us

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

BEFORE & AFTER SCHOOL CARE PROGRAMS

NO. 59-BASP-22

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 “**RFP NO. 59-BASP-22 RESPONSE**”, 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: Kenton.purchasing@kenton.kyschools.us, with “**RFP NO. 59-BASP-22 RESPONSE**” in the subject line.

PERIOD OF CONTRACT

The period of the contract will be from July 1st, 2022 to June 30th, 2022

If agreed upon by both parties in March of each year, the agreement may be extended annually for up to 3 additional annual renewals. Prices may be negotiated 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 Wednesday, February 9th, 2022 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 disqualify your bid.

LOCATION OF BID OPENING

Bids will be opened and read in the purchasing department at the Kenton County Board of Education, located at 1055 Eaton Dr. Fort Wright, KY 41017. You are invited to view the bid opening via Google Meets. Bidders wanting to witness the bid opening, will need to email Jenny Weis-Smith at jennifer.weis@kenton.kyschools.us to request a Google Meets invitation. Requests will be accepted up to 2 hours prior to bid opening.

BID AWARD

Bid will be awarded at the board meeting held on Monday, March 7th, 2022.

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.

KRS 45A.455 CONFLICT OF INTEREST – GRATUITIES AND KICKBACKS

1. It shall be 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, 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 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 person gain of any other person

KRS 45A.990 PENALTIES

1. Any employee or any official of The Board of Education of Kenton 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 Kenton County, Kentucky shall be deemed guilty of a **Class C felony**.
2. Every person, firm, or corporation offering 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 Kenton 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 **Class C felony**.

GENERAL BID INSTRUCTIONS AND CONDITIONS (PLEASE READ CAREFULLY)

1. 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.

2. BID DOCUMENTS

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

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. NON-DISCRIMINATION

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

- The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, nation origin, race, sex, veteran status or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed 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 place notices setting forth the provisions of the Equal Opportunity clause.
- The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller state that all qualified applications shall receive consideration for employment with regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status or political opinion or affiliation.
- The Seller shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

13. DELIVERY

The Contractor agrees to furnish and deliver the items within the terms of the contract as the Purchasing Agent may prescribe.

All costs for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices.

If during the period of the contract, it is necessary that the Purchasing Agent place toll or long distance telephone calls in connection therewith (for complaints, adjustment, shortages, failures to deliver, etc.) it is understood that the vendor will bear the charge of expense for all such calls.

14. SAMPLES AND/OR DESCRIPTIVE LITERATURE

Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for bid opening. Failure to furnish samples may disqualify any bid.

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as shown in the invitation to bid. Samples are to be mailed or delivered to Jenny Weis, Purchasing Coordinator, Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, Kentucky 41017.

If samples are required, and they are not claimed, the samples will become the property of the Board of Education.

All samples are to be furnished without cost to the Board of Education with the right reserved to mutilate, consume or destroy such samples if considered necessary for testing purposes.

15. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this invitation to bid, if; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board of Education that the bidder can actually supply products which conform to all material requirements of this invitation to bid.

NOTE: Descriptive literature and/or manufacturer's specifications should not be submitted unless expressly requested.

16. 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 Occupations & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 190.1200 of the Occupational Safety & Health Administration.

17. OR EQUAL CLAUSE

Whenever, in any of the contract documents, an article, materials or equipment are 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 an indication of 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.

18. BIDS

Businesses that fail to respond to invitations for bid or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.

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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. GOVERNING LAW

The validity, performance, construction, interpretation and effect of any/all purchases shall be governed by the laws of the State of Kentucky. The Kenton County School District operates within Kentucky Model Procurement Code Chapter 45A which applies to any/all purchases. The Kenton County School District and the Vendor shall agree to submit themselves to the exclusive jurisdiction of the courts located within Kenton County, Kentucky in connection with any cause of action arising from any/all purchases.

26. RECIPROCAL PREFERENCE

In accordance with 200 KAR 5:400 - **ALL BIDDERS** must complete the attached “**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS**” and include this completed form with the bid submittal. If the non-resident bidder is from a state which gives a preference to its own resident bidders/vendors, but not to Kentucky vendors the Kentucky resident bidder gets a preference on the Kentucky bid opportunity equivalent to the preference given in the non-resident bidder’s home state to that state’s resident bidder.

27. LEGAL AND CONTRACTUAL REMEDIES

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation of an award of a contract may protest to the Purchasing Agent or the Superintendent, as the case shall require. The protest shall be submitted in writing, within fourteen (14) days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Either the Purchasing Agent or the Superintendent, as the case may require, shall have the authority to settle and resolve a protest of any aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract. The authority shall be exercised in accordance with these regulations and may be supplemented by regulations promulgated by the respective designee’s office.

If the protest is not resolved by mutual agreement, either the Purchasing Agent or the Superintendent shall promptly issue a decision in writing. The decision shall state the reason for the action taken, and inform the protestant of its right to administrative review.

A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. A decision shall be final and conclusive, unless modified pursuant to these regulations. In the event of a timely protest, the Board shall not proceed further with the solicitation or with the award of the contract until the Purchasing Agent and the Superintendent enter into consultation, and thereafter make a written determination that the award of the contract, without delay, is necessary to protect the substantial interest of the Board. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including the bid preparation costs, other than attorney’s fees or profit.

The decision of the Superintendent or his designee shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or clearly arbitrary and capricious or contrary to law.

28. LOBBYING

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The following clause is suggested, but not mandatory.

The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to the The Kenton County School District.

29. CORRECTIVE ACTION REQUEST (C.A.R.)

When an incident occurs with a contracted vendor that The Kenton County School District deems unacceptable, The Kenton County School District may issue a Corrective Action Request (C.A.R.) to the vendor.

The procedure is as follows:

- The Kenton County School District’s Purchasing Department will issue a written C.A.R. to the vendor in question detailing the incident, problem, and/or issue(s) relating to the contract. This letter may be sent to vendor via certified mail.
- The vendor may have up to two (2) weeks from the date of issue to respond to Kenton County Schools in writing.
- The Kenton County Purchasing Department will review the vendor’s response, evaluate it, and determine whether or not the proposed solution is suitable to Kenton County Schools.
- Once the written response received from the vendor is deemed suitable by Kenton County Schools’ Purchasing Department, Kenton County Schools will issue a C.A.R. - Response detailing the action proposed by the vendor and agreed upon by Kenton County Schools.
- If Kenton County Schools’ Purchasing Department does not receive a response from the vendor, the contract shall be dissolved and considered null and void. In addition, the Bidder may not bid on future contracts for three (3) years.

- 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.ky.us/Content2/294>

30. 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.

31. 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 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

32. 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:

1. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
2. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

ALL products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.

Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

33. COST REIMBURSABLE CONTRACTS

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.

- Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;
- The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);

OR

The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

- The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
- Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs

THE KENTON COUNTY SCHOOL DISTRICT
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FIRM PRICES

Price(s) are to remain firm for the period of the contract.

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.

REFUSE

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

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 RFP 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.

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.

THE KENTON COUNTY SCHOOL DISTRICT
BEFORE & AFTER SCHOOL CARE PROGRAMS
SPECIAL CONDITIONS – Page 2 of 2

AWARDING OF CONTRACT(S)

Contracts may be awarded to the best overall evaluated bidder meeting all specifications and conditions, and subject to all other provisions of this invitation to bid. The Board of Education reserves the right to reject any and all bids, if it is deemed in its best interest. Bids will be evaluated based on the following criteria:

Cost	25 points
Quality of Service Write-up	65 points
References	10 points
Total	100 points

Cost Calculation – 25 points

The Overall Cost Figure shall be arrived at by awarding the bidder presenting the best value to The Board. The other bidders shall be awarded a percentage of the total using the best value bidder as the baseline.

Example: Bidder A bids \$100.

Bidder B bids \$110.

Bidder A receives 25 points.

Bidder B receives points as follows: $(1 - ((\text{Bid B} - \text{Bid A}) / \text{Bid A})) \times 25 \text{ points} = 22.5 \text{ points}$

Quality of Service Write-up – 65 points

From a written service proposal supplied with this bid, an overall score worth 65 points shall be given. This proposal shall be a service model with objectives including:

1. Personnel Training/Certification/Hiring of Staff
2. Program Goals/Schedule
3. Communication
4. Organization capabilities for students with special needs
5. Discipline/Expectations
6. Past Experience

References – 10 points

A list of five existing client references shall be supplied with your bid. Each of these references will be contacted and asked overall on a scale of 1-10 to rank your company. The five scores shall be averaged and multiplied by two. This average will be the bidders score.

Note: this is the last step in the evaluation process. If a bidder is greater than 10 points from the lead bidder, the bidder's references shall not be contacted. If the Board had experience with the bidder in the past five years, the Board reserves the right to award this score solely without calling references.

Total – 100 points

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

THE KENTON COUNTY SCHOOL DISTRICT
BEFORE & AFTER SCHOOL CARE PROGRAMS
BID SPECIFICATIONS – Page 1 of 3

BACKGROUND

The Kenton County School District is a P-12 public school district providing educational services to approximately 14,438 students. The school district is comprised of 11 elementary schools (5,881 students), 4 middle schools (3,315 students) and 3 high schools (4,584 students).

SCOPE

The Kenton County School District is seeking proposals from qualified firms to provide a before and after school child care programs. The scope of services shall include, but may not be limited to the following: to provide a safe, secure on-site before and after school environment for children to deliver an enriching, enjoyable format that blends childcare, homework, extracurricular activities, enrichment, music, recreation, physical activities and arts. This RFP process shall be used to establish a prequalified list of firms from which individual schools may choose to use based upon their unique and specific school level needs. The district has assembled a program committee to evaluate the proposals and make a recommendation for these services.

PROGRAM REQUIREMENTS

The before and after school care program shall consist of two main elements: 1) academic assistance with homework and 2) enrichment and recreational activities.

1. Academic Assistance – the before and after school programs must include tutoring and homework support. This academic assistance must be aligned with the student's regular academic programs and must assist students in meeting and exceeding state and local academic achievement standards in core academic subjects.
2. Enrichment and Recreational Activities – the before and after school programs must provide an enrichment element that offers participating students a broad array of additional services, programs, and activities that are designed to reinforce and compliment the regular academic program. Proposed activities may include, but are not limited to, the following: physical education activities, dance, music, yoga, strategy games, such as chess, and character education programs.

ADDITIONAL PROGRAM REQUIREMENTS

- Before school care should begin at 7:00 AM (6:30 AM at Summit View Academy).
- After school care should begin immediately following the end of the school day and extend until 6:00 PM.
- The program will follow the Kenton County School District calendar and will be closed when the district is closed unless providing snow day care. Delays and early dismissals will follow the Kenton County School District schedule.
- Program lists including the student's names shall be provided to the applicable school principal one week before the program begins, and following any addition and/or removal of students enrolled in the program.
- The before and after school program will offer an Open House Program at each school to provide an opportunity for families to learn about the before and after school program and to register children in addition to online registration options.
- The equipment will be supplied and maintained by the before and after school program, with a storage area provided by the district.
- The before and after school program will be a self-sustaining program at no cost to the district. If revenue-sharing with the district is part of the model, the specifics are to be provided in the proposal.

THE KENTON COUNTY SCHOOL DISTRICT
BEFORE & AFTER SCHOOL CARE PROGRAMS
BID SPECIFICATIONS – Page 2 of 3

STAFF REQUIREMENTS

- Successful bidders must have the appropriate child care license to operate the program and must meet the state of Kentucky requirements for students to staff ratio.
- Staff members must be trained in CPR, first aid and confidentiality and receive 15 training hours each year in the area of child development.
- Staff members must participate in training programs and receive ongoing professional development. Information concerning the training programs must be made accessible to the Kenton County School District.
- Fingerprinting and background checks for all employees and volunteers must be completed before having contact with district students. The costs for these requirements are the responsibility of the successful bidder.
- The staff should be qualified and alert in their supervision. Staff members should be knowledgeable to address the needs of all students including students with medical needs and students with disabilities.
- Staff per student ratio must follow Kentucky Cabinet for Health and Family Services 922 KAR 2:120.
- Any permanent changes to staff will be documented with school administration and parents at least one week in advance to the change.

SECURITY REQUIREMENTS

- All outside doors must remain locked at all times. Propping of doors is prohibited.
- All visitors and staff must sign into the facility. The provider shall maintain a sign-in log of all people entering the building. A copy of the log must be kept for inspections by district personnel throughout the length of the contract.
- Staff members shall prominently wear identification badges at all times. Badges shall be supplied by the provider. Badges shall contain a picture id, the first and last name of each staff member and the name of the provider.
- Provider shall keep attendance of students and staff each day and make the list available to the school. Attendance shall be kept by first and last name.
- A sign out sheet will be maintained by the provider to show whom the student left with. Students will only be permitted to leave with persons approved by parents/guardians.
- It is required that staff working in our buildings from selected firms must complete the district ALICE safety program training.

THE KENTON COUNTY SCHOOL DISTRICT
BEFORE & AFTER SCHOOL CARE PROGRAMS
BID SPECIFICATIONS – Page 3 of 3

MANAGEMENT OF SERVICES

The schedule below is subject to change and is based upon the level of interest by our parents and the physical constraints of our facilities. An increase in school enrollment may hamper our ability to provide an open classroom for the kindergarten program. The current breakdown by location is as follows:

School Name	Before School Care	After School Care	Both Before and After School Care
Beechgrove Elementary	20	16	3
J. A Caywood Elementary	45	60 <i>In collaboration with 21st Century Grant</i>	20
Ft. Wright Elementary	4	11	2
Kenton Elementary	10	10	7
Piner Elementary	10	9	7
River Ridge Elementary	35	37	12
Ryland Elementary	5	9	1
R. C. Hinsdale Elementary	15	39	6
Summit View Academy	Not available	Not available	Not Available
Taylor Mill Elementary	Not available	14	Not Available
White's Tower Elementary	7	10	3

THE KENTON COUNTY SCHOOL DISTRICT
BEFORE & AFTER SCHOOL CARE PROGRAMS
EVALUATION SPECIFICATIONS – Page 1 of 2

EVALUATION SEPCIFICATIONS

All below objectives are to be addressed in the Quality of Service Write-up.

A. Costs (25 points)

(Note: 20 points of the cost score shall be determined based upon the bid form responses. The other 5 points shall be awarded subjectively based upon your write-up describing fee adjustments for number of children enrolled in the program from one family and sliding fees based upon family income.)

A. Describe the proposed fee structure for your program and state any other fees. Include information about:

- Registration fees
- How fees will be charged (hourly, daily, weekly, other)
- Services included in the fee
- Any supplemental costs (snacks, materials, etc.)
- Is part time enrollment or occasional services available? If so, please explain.
- Is there a fee adjustment based on the number of children enrolled in the program?
- Is there a fee adjustment for multiple children from one family? If so, please explain.
- Are you able to provide a sliding fee based on income? If so, please explain.

B. Personnel Training/Certification/Hiring of Staff/Retention (10 points)

- A. Describe how you recruit, train and monitor the staff that operates the child care program. Please provide job descriptions for all positions
- B. Describe the qualifications that your staff are required to have. *(Include educational level, experience with children, first aid certification, etc.)* Describe your policy for checking the validity of employment applications and the methods you use to complete a criminal background check.
- C. What ratio of staff to student will you maintain? How do you plan to handle staff absenteeism?
- D. Provide the average time employed *(in months)* of each employee in your firm working in a similar school setting/program – Northern Kentucky *(Boone, Kenton, Campbell counties or similar geographic area)*.

C. Program Goals/Schedule/Attendance Records (20 points)

- A. Describe your experience in providing care to school-age children. Include your program goals and philosophy regarding the purpose of a before and after school program.
- B. Describe a typical day/month schedule of activities for each program type. Please include the following:
 - Differentiated activities
 - Interactions between age groups
 - Snacks and food allergies
 - Incorporation of free time play vs structured activities including homework.
- C. Describe how you keep track of which children are to be in the program on any given day. Detail your check-in and check-out procedures and explain what will be done when a child does not arrive at a scheduled time.
- D. Describe your policy for children who are ill or become ill in your care.
- E. Describe your policy for situations when a parent picks up a child earlier or later than the scheduled time. What are your safety procedures on unauthorized person pick-up?
- F. Summarize what you believe to be the major strengths of your program.

THE KENTON COUNTY SCHOOL DISTRICT
BEFORE & AFTER SCHOOL CARE PROGRAMS
EVALUATION SPECIFICATIONS – Page 2 of 2

- D. Communication *(10 points)*
 - A. Describe communication between you and each building principal.
 - B. Describe how you communicate with parents. What is the procedure for handling complaints?
 - C. Describe your plan for handling emergencies including fire, medical, severe weather, etc.
 - D. Submit a copy of your parent's handbook and policies and procedures manual.
 - E. Describe how you communicate student progress of kindergarten care students to parents.
- E. Organization Capabilities for Students with Special Needs *(10 points)*
 - A. Describe your ability to accommodate children with special academic, physical, emotional and medical needs.
- F. Discipline/Expectations *(10 points)*
 - A. Describe your discipline philosophy and policies.
 - B. How will you communicate with parents about child's behavior?
 - C. How will you communicate with the school if student behavior necessitates removal from the program?
- G. Past Experience *(5 points)*
 - A. Describe past experience in operating these types of programs *(number of years, number of children served, ages served, under what name)*.

THE KENTON COUNTY SCHOOL DISTRICT
BEFORE & AFTER SCHOOL CARE PROGRAMS
BID FORM – Page 1 of 2

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: _____

PROGRAM RATES

**Note: 20 points of the cost score shall be determined based upon your response below. The other 5 points shall be awarded subjectively based upon your write-up describing fee adjustments for number of children enrolled in the program from one family and sliding fees based upon family income.*

<u>AREA</u>	<u>Estimated Quantity</u>	<u>BID PRICE</u>
Before School Care	151	\$_____/child/week
After School Care	215	\$_____/child/week
Before and After School Care	61	\$_____/child/week
One-time Registration Fee	427	\$_____/child/week

SNOW DAYS

Does your agency provide full-day child care services for Snow Days? YES or NO (circle one)

Full-day child care on snow days \$_____/child/day

PART-TIME ENROLLMENT

Does your agency provide flexible part-time enrollment for families wishing to only participate in 1, 2, 3 or 4 days a week? YES or NO (circle one)

Part-Time Enrollment Before School Care \$_____/child/day

Part-Time Enrollment After School Care \$_____/child/day

Part-Time Enrollment Before and After School Care \$_____/child/day

ADDITIONAL FEES

Please list any additional fees that may be incurred:

_____	\$ _____
_____	\$ _____
_____	\$ _____

THE KENTON COUNTY SCHOOL DISTRICT
BEFORE & AFTER SCHOOL CARE PROGRAMS
BID FORM – Page 2 of 2

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.

Company _____

Contact/Title _____

Street Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

E-Mail Address / Payment Terms _____ / _____

Authorized Bidder’s Signature _____ Date _____

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

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

Solicitation/Contract: _____

**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 Name
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Title	Date
-------	------

Company Name _____

Address _____

Subscribed and sworn to before me By _____ (Affiant) _____ (Title)

of _____ the _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

THE KENTON COUNTY SCHOOL DISTRICT
BEFORE & AFTER SCHOOL CARE PROGRAMS
REFERENCES

Please list five references using current clients.

Client Name _____

Contact Name _____

Phone No. _____

Email _____

Client Name _____

Contact Name _____

Phone No. _____

Email _____

Company Name _____

Contact _____

Phone No. _____

Email _____

Client Name _____

Contact Name _____

Phone No. _____

Email _____

Client Name _____

Contact Name _____

Phone No. _____

Email _____

THE KENTON COUNTY SCHOOL DISTRICT
BEFORE & AFTER SCHOOL CARE PROGRAMS
CHECKLIST

CHECKLIST

All items listed below are due on or before the sealed bid opening, fully completed per instructions in order to qualify the bid. Failure to do so will disqualify your bid.

- _____ Completed Attached Bid Forms
- _____ Quality of Service Write-up *(10-page maximum)*
- _____ References
- _____ Parent Handbook and Brochures
- _____ Proof of Child Care Operating License
- _____ Signed and Dated Conflict of Interest Form
- _____ Proof of Required Insurance
- _____ Resident Bidder Form
(Only firms claiming Kentucky Resident Bidder Status are required to complete and return this form)

NOTES:

The awarded contractor(s) shall be responsible to provide The Board a current W-9 within 7 days of bid award notification.