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

Issue Paper

DATE:
5/27/2022

AGENDA ITEM (ACTION ITEM):
Consider/Approve awarding the HVAC Water Treatment RFP to Watcon as listed on the HVAC Water Treatment Bid Tabulation for the contract period of July 1st, 2022 to June 30th, 2023, with two optional mutually agreed upon annual renewals available.

APPLICABLE BOARD POLICY:
Fiscal Management 04.32 AP.1

HISTORY/BACKGROUND:
An advertisement to accept sealed proposals for HVAC Water Treatment was posted to the district website on May 4th, 2022. Proposals were publicly opened on May 16th, 2022 at 1:00pm EST.

FISCAL/BUDGETARY IMPACT:
The fiscal year 2023 bid pricing for this service is estimated to increase by $5,442.84 as compared to the 2020 bid award pricing. Any annual renewals may not exceed the percentage change of the annualized Consumer Price Index.

RECOMMENDATION:
Approval to award the HVAC Water Treatment RFP to Watcon as listed on the HVAC Water Treatment Bid Tabulation for the contract period of July 1st, 2022 to June 30th, 2023, with two optional mutually agreed upon annual renewals available.

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
HVAC WATER TREATMENT BID TABULATION

Location	Watcon		American Water Treatment		Chardon Labs		Global Water Technologies		Aqua Clear Services	
	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual
Beechgrove Elementary	$ 155.00	$ 1,860.00	$ 136.00	$ 1,632.00	$ 192.25	$ 2,307.00	$ 75.00	$ 900.00	$ 175.00	$ 2,100.00
J.A. Caywood Elementary	$ 24.00	$ 288.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 64.00	$ 768.00	$ 30.00	$ 360.00
Ft. Wright Elementary	$ 155.00	$ 1,860.00	$ 150.50	$ 1,806.00	$ 206.00	$ 2,472.00	$ 75.00	$ 900.00	$ 180.00	$ 2,160.00
Kenton Elementary	$ 47.00	$ 564.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 30.00	$ 360.00	$ 30.00	$ 360.00
Piner Elementary	$ 47.00	$ 564.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 29.00	$ 348.00	$ 35.00	$ 420.00
R.C. Hinsdale Elementary	$ 35.00	$ 420.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 29.00	$ 348.00	$ 35.00	$ 420.00
River Ridge Elementary	$ 35.00	$ 420.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 30.00	$ 360.00	$ 30.00	$ 360.00
Ryland Heights Elementary	$ 47.00	$ 564.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 64.00	$ 768.00	$ 25.00	$ 300.00
Taylor Mill Elementary	$ 47.00	$ 564.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 29.00	$ 348.00	$ 30.00	$ 360.00
White's Tower Elementary	$ 47.00	$ 564.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 30.00	$ 360.00	$ 35.00	$ 420.00
Summit View Campus	$ 167.00	$ 2,004.00	$ 317.00	$ 3,804.00	$ 300.00	$ 3,600.00	$ 112.00	$ 1,344.00	$ 195.00	$ 2,340.00
Turkey Foot Middle	$ 24.00	$ 288.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 42.00	$ 504.00	$ 35.00	$ 420.00
Twenhofel Middle School	$ 24.00	$ 288.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 120.00	$ 1,440.00	$ 35.00	$ 420.00
Woodland Middle	$ 155.00	$ 1,860.00	$ 150.00	$ 1,800.00	$ 206.00	$ 2,472.00	$ 75.00	$ 900.00	$ 175.00	$ 2,100.00
Dixie Heights High School	$ 47.00	$ 564.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 64.00	$ 768.00	$ 25.00	$ 300.00
Scott High	$ 28.00	$ 336.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 144.00	$ 1,728.00	$ 40.00	$ 480.00
Scott High School - Field House	$ 28.00	$ 336.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 30.00	$ 360.00	$ 25.00	$ 300.00
Simon Kenton High School	$ 47.00	$ 564.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 65.00	$ 780.00	$ 30.00	$ 360.00
Simon Kenton High School - Field House	$ 35.00	$ 420.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 29.00	$ 348.00	$ 25.00	$ 300.00
KCAIT - The Academies	$ 35.00	$ 420.00	$ 48.00	$ 576.00	$ 100.00	$ 1,200.00	$ 29.00	$ 348.00	$ 25.00	$ 300.00
Total	**$ 1,229.00**	**$ 14,748.00**	**$ 1,521.50**	**$ 18,258.00**	**$ 2,504.25**	**$ 30,051.00**	**$ 1,165.00**	**$ 13,980.00**	**$ 1,215.00**	**$ 14,580.00**
Overall Cost (70 Points Possible)		66.15		48.58		-10.47		70.00		67.00
Perceived Overall Quality of Service (20 Points Possible)		11.07		12.93		15.87		8.27		3.33
References		8.00		7.00		9.00		5.00		10.00
Total Evaluation Score		**85.22**		**68.51**		**14.40**		**83.27**		**80.33**

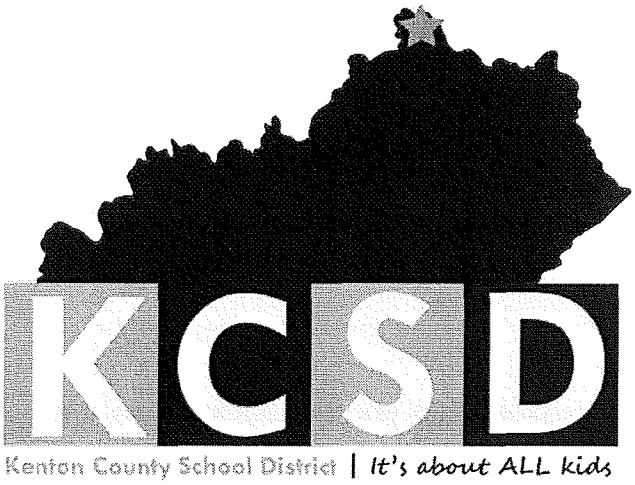
Recommended as the best evaluated bid -

THE KENTON COUNTY SCHOOL DISTRICT
HVAC WATER TREATMENT BID TABULATION

	Watcon	American Water Treatment	Chardon Labs	Global Water Technologies	Aqua Clear Services
1. Implementation Stategy					
Evaluator #1 (CA)	6	7	9	5	2
Evaluator #2 (GR)	6	9	9	4	2
Evaluator #3 (MB)	5	5	8	5	1
Average Score	*5.67*	*7.00*	*8.67*	*4.67*	*1.67*
Points Awarded	**2.27**	**2.80**	**3.47**	**1.87**	**0.67**
2. Background/Qualifications					
Evaluator #1 (CA)	7	5	8	4	0
Evaluator #2 (GR)	7	7	9	5	0
Evaluator #3 (MB)	5	7	6	3	0
Average Score	6.33	6.33	7.67	4.00	0.00
Points Awarded	**2.53**	**2.53**	**3.07**	**1.60**	**0.00**
3. Account Maintenance					
Evaluator #1 (CA)	5	5	8	3	2
Evaluator #2 (GR)	3	7	9	2	2
Evaluator #3 (MB)	4	6	6	2	2
Average Score	*4.00*	*6.00*	*7.67*	*2.33*	*2.00*
Points Awarded	**1.60**	**2.40**	**3.07**	**0.93**	**0.80**
4. Sample Water Test					
Evaluator #1 (CA)	6	6	8	5	1
Evaluator #2 (GR)	8	9	10	6	1
Evaluator #3 (MB)	5	6	7	2	1
Average Score	*6.33*	*7.00*	*8.33*	*4.33*	*1.00*
Points Awarded	**2.53**	**2.80**	**3.33**	**1.73**	**0.40**
5. Chemicals					
Evaluator #1 (CA)	5	5	7	5	4
Evaluator #2 (GR)	5	8	10	6	4
Evaluator #3 (MB)	6	5	5	5	3
Average Score	*5.33*	*6*	*7.33*	*5.33*	*3.67*
Points Awarded	**2.13**	**2.40**	**2.93**	**2.13**	**1.47**
Total Points Awarded	**11.07**	**12.93**	**15.87**	**8.27**	**3.33**

THE KENTON COUNTY SCHOOL DISTRICT
HVAC WATER TREATMENT BID TABULATION

	Watcon	American Water Treatment	Chardon Labs	Global Water Technologies	Aqua Clear Services
REFERENCES					
Reference #1	8	7	9	6	10
Reference #2				4	10
Reference #3					
Average Score	*8.00*	*7.00*	*9.00*	*5.00*	*10.00*



THE KENTON COUNTY SCHOOL DISTRICT

Bid Documents

HVAC WATER TREATMENT

Prepared By:
Jenny Weis-Smith
Procurement Coordinator

BID/RFP No. 59-WTRT-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

HVAC WATER TREATMENT

NO. 59-WTRT-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-WRTR-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-WTRT-22 RESPONSE**" in the subject line.

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 April of each year, the agreement may be extended annually for up to 2 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 **Monday, May 16th, 2022 at 1:00 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 be present at the bid opening.

BID AWARD

Bid will be awarded at the board meeting held on **Monday, June 6th, 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.

    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 mailed or delivered to Jenny Smith, Procurement 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. Corrections made with correction 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 Smith, 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 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 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.

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
HVAC WATER TREATMENT
SPECIAL CONDITIONS - Page 1 of 2

AWARDING OF CONTRACT
Contracts may be awarded to the lowest responsible and responsive bidder meeting all specifications and conditions, and subject to all other provisions of this request for proposals. The Board of Education has the right to reject any and all bids if it is deemed in the its best interest.

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.

PAYMENT & PAYMENT TERMS
PAYMENT TERMS ARE NET 30 TO 60 DAYS.

- **Contractor must leave a signed receipt with the front office the same day as service.**
  - **No payments shall be approved without this documentation.**
- Payments are made the day following the regularly held monthly KCSD Board meeting. The Board attempts to be timely with all payments but is required to follow all Board policies and procedures for payments.
- Checks/payments are run once a month and are subject to deadlines for the monthly KCSD Board meeting. All invoices received after the check run deadline must wait until the following month for payments.

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.

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

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:

Overall Cost		70 points
Perceived Quality of Services		20 points
References		10 points
	Total	100 points

Cost Calculation – 70 points

The Overall Cost Figure shall be arrived at by awarding the bidder presenting the best value to The Board a score of 70 points. 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 70 points.
Bidder B receives points as follows: (1-((Bid B - Bid A)/Bid A)) x 70 points = 63 points

Perceived Quality of Service – 20 points

From a written service proposal supplied with this bid (three-page maximum), an overall score with 20 points shall be given. This proposal shall be a service model with objectives including the following:

1. Implementation Strategy (including timetable)
2. Background/qualifications of individuals servicing our account
3. A description of how our account will be maintained including a tentative schedule, estimated duration of visits to each location (i.e. quality inspections of each site and what would be accomplished at each visit
4. A sample water test report showing all aspects of what would be tested and the frequency of the tests
5. A description of the chemicals to be used.

References – 10 points

A list of three existing customer references, of similar size as KCSD, 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 three scores shall be averaged and 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
HVAC WATER TREATMENT
BID SPECIFICATIONS – Page 1 of 1

SCOPE

The Kenton County School District is seeking proposals from qualified companies to provide the most efficient and economical water treatment program designed to fit the needs of the District. The contractor shall provide services and materials as required to assist in the maintenance of the district's facilities as necessary to address the water treatment for thirty-two (32) boilers, eighteen (18) chillers, four (4) cooling towers and eight (8) Geothermal Loops.

GENERAL REQUIREMENTS

The contractor shall be responsible for providing individual craft-related tools and instruments necessary to complete assigned work and the security of these tools. Water treatment shall be a corrosion inhibitor and compatible with all existing equipment. The water treatment shall also prevent/eliminate any bacteria that are deemed harmful to the system or individuals. This process shall include but not limited to:

- Inspect, test and provide reports required by law
- Scheduled and emergency service
    - Scheduled service shall be completed on a **monthly** basis
- Provide all chemicals needed to maintain proper levels in the boiler/chiller/cooling tower/geothermal water, rain water system and the ethanol & propylene-based freeze protection in the geothermal loops.
- Include all freight charges for chemicals delivered to the school.
- Perform in-school testing services.
- Provide test kits and reagents.
- Train and consult with plant operators/custodians.
- Meet with state and/or insurance boiler inspectors when the boilers are open for inspection.
- The Board of Education shall be responsible for all hard piping at all facilities.
- Existing chemical equipment is all property of the Kenton County Board of education.
- Any equipment and labor required to add the chemicals to the boilers/cooling towers/ rainwater geothermal loops shall be the responsibility of the awarded bidder (i.e. pumps).
    - Awarded bidder shall maintain ownership and the responsibility for maintaining said equipment.
- The 2-pipe (combination) systems shall be treated as hot water systems.

COOLING TOWER TREATMENT REQUIREMENTS

- A micro-biocide
- EPA registered and environmentally friendly
- Contain a corrosion inhibitor and scale inhibitor
- Total dissolved solid (TDS) control for proper PH levels

GEOTHERMAL LOOP TREATMENT REQUIREMENTS

- A corrosion inhibitor
- Compatibility with the ethanol-based or propylene-based freeze protection
- Maintain a 20-degree Fahrenheit freeze protection on the loop as required

RAINWATER SYSTEM TREATMENT REQUIREMENTS

- A micro-biocide

COOLING CLOSED LOOP REQUIREMENTS

- A corrosion inhibitor
- Biocide as needed
- Freeze protection as needed.

HEATING CLOSED LOOP REQUIREMENTS

- A corrosion inhibitor

THE KENTON COUNTY SCHOOL DISTRCT
WATER TREATMENT
LOCATIONS AND EQUIPMENT TO SERVICE

Beechgrove Elementary 1029 Bristow Rd. Independence, KY 41051 1 - Boiler Loop 1 - Water source heat pump loop 1 - Cooling tower (133 tons) 1 - Water source heat pump to make up air	Ryland Heights Elementary 3845 Stewart Rd. Ryland Heights, KY 41015 2 – Boilers Heat and cool closed loop	Dixie Heights High School 3010 Dixie Highway Edgewood, KY 41017 2 – Boilers Heat & cool closed loop
J.A. Caywood Elementary 3300 Turkeyfoot Rd. Edgewood, KY 41017 1 - Geothermal Loop 2 - Water source heat pumps for H.R.U.	Taylor Mill Elementary 5907 Taylor Mill Rd. Covington, KY 41015 2 – Boilers Heat and cool closed loop	Scott High School 5400 Pride Parkway Taylor Mill, KY 41015 3 – Water source heat pumps for H.R.U. 3 – Geothermal loops
Ft. Wright Elementary 501 Farrell Dr. Ft. Wright, KY 41011 2 – Boilers 1 – Cooling tower (173 tons) 2 – Water source heat pumps for H.R.U.	White's Tower Elementary 2977 Harris Pike Independence, KY 41051 3 – Boilers Heat and cool closed loop	Scott High School **Field House** 5400 Pride Parkway Taylor Mill, KY 41015 1 – Geothermal Loop
R.C. Hinsdale Elementary 440 Dudley Rd. Edgewood, KY 41017 1 – Boiler (combination) 1 – 2-pipe system	Summit View Academy 5006 Madison Pike Independence, KY 41051 4 – Boilers 1 – Cooling Tower (450 tons) Heat & Cool Closed Loop	Simon Kenton High School 11132 Madison Pike Independence, KY 41051 2 – Boilers Heat & cool closed loop
Kenton Elementary 11246 Madison Pike. Independence, KY 41051 1 – Heat & cool closed loop	Turkey Foot Middle School 3230 Turkeyfoot Rd. Edgewood, KY 41017 1 – Geothermal loop 1 – Heat loop H.R.U.	Simon Kenton High School **Field House** 11132 Madison Pike Independence, KY 41051 2 – Water source heat pump loop
Piner Elementary 2845 Piner Ridge Rd. Morning View, KY 410636 1 – Geothermal loop 1 – Water source heat pumps for H.R.U.	Twenhofel Middle School 11846 Taylor Mill Rd. Independence, KY 41051 1 – Geothermal loop 1 – Heat pump loop for H.R.U. 1 – Rain water system	KCAIT – The Academies 3234 Turkeyfoot Rd. Edgewood, KY 41017 1 - Heat Closed Loop
River Ridge Elementary 2772 Amsterdam Rd. Villa Hills, KY 41017 2 – Boilers • (primary & secondary combination) • 2-pipe system	Woodland Middle School 5399 Pride Parkway Taylor Mill, KY 41015 2 – Boilers 1 – Cooling tower (172 tons) Water source heat pump loop	

Site reviews must be scheduled through Mike Blau, (859) 468-9590

THE KENTON COUNTY SCHOOL DISTRICT
HVAC WATER TREATMENT
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: _____

Location	**Price per Month**	**Annual Total**
Beechgrove Elementary	$	$
J. A. Caywood Elementary	$	$
Ft. Wright Elementary	$	$
Kenton Elementary	$	$
Piner Elementary	$	$
R.C. Hinsdale Elementary	$	$
River Ridge Elementary	$	$
Ryland Heights Elementary	$	$
Taylor Mill Elementary	$	$
White's Tower Elementary	$	$
Summit View Academy	$	$
Turkey Foot Middle School	$	$
Twenhofel Middle School	$	$
Woodland Middle School	$	$
Dixie Heights High School	$	$
Scott High School	$	$
Scott High School – Field House	$	$
Simon Kenton High School	$	$
Simon Kenton High School – Field House	$	$
KCAIT – The Academies	$	$
Totals	$	$

THE KENTON COUNTY SCHOOL DISTRICT
HVAC WATER TREATMENT
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 _____

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

_____ _____
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
HVAC WATER TREATMENT
REFERENCES

Please list three references using current customers of similar size as the Kenton County School District.

Client Name _____

Contact Name _____

Phone No. _____

Email _____

Client Name _____

Contact Name _____

Phone No. _____

Email _____

Company Name _____

Contact Name _____

Phone No. _____

Email _____

THE KENTON COUNTY SCHOOL DISTRICT
HVAC WATER TREATMENT
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 *(3-page maximum)*

_____ Water Test Report Sample

_____ References

_____ 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.