

DATE:
04/22/2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve awarding the KCSD UPS E-Rate 470 RFP dated 02.25.2025 to Step CG for Vertiv UPS Equipment as part of the District's 10-year Technology Plan leveraging the E-Rate Program.

APPLICABLE BOARD POLICY:

Fiscal Management 04.32 AP.1

HISTORY/BACKGROUND:

The KCSD Technology Team forecasts District technology needs on a ten (10) year plan. To help offset costs associated with this plan, the District utilizes the E-Rate Program. This is the final year of the 5-Year Category 2 E-Rate Funding Cycle, which provides the District with up to \$2,296,250 in available funds for eligible equipment and services. The uninterrupted power supplies (UPS) equipment due to be replaced is beyond useful life. To bring consistency, stability, and reliability to the District network, this request is for the replacement of UPS units and associated power monitoring switches. The District issued a RFP on 02.25.2025 (attached) for UPS replacements to support all the recently awarded networking equipment (February, 2025). Step CG with E-Rate SPIN number 143044123 provided an evaluated bid for Vertiv UPS equipment, as show on the attached tabulation table. This purchase will utilize all remaining E-Rate funds for the UPS units and the District's Technology funds will cover the power monitoring switches.

FISCAL/BUDGETARY IMPACT:

\$79,683.35 from E-Rate funding and \$59,998.06 from the Technology General Fund. The Vendor (Step CG) will contribute \$263,850.27 through the E-Rate program on the District's behalf for a total value of \$403,531.68.

RECOMMENDATION:


Approval to awarding the KCSD UPS E-Rate 470 RFP dated 02.25.2025 to Step CG for Vertiv UPS Equipment as part of the District's 10-year Technology Plan leveraging the E-Rate Program.

CONTACT PERSON:

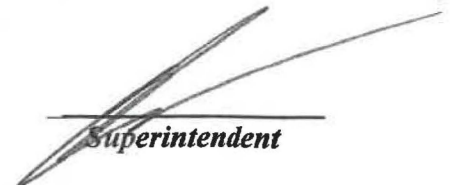
Matthew Winkler, Director of Technology



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.

KCSD UPS Tabulation - 03/25/2025

VENDOR MANUFACTURER		Volta Eaton	Trace3 N1C	STEP CG Vertiv
	Points Possible			
Prices/Charges of Eligible Products/Services (1)	50	41.69	50.00	48.04
(1)	Per E-Rate Rules, Price of Eligible Products/Services must be the Primary Factor. Switch, Wireless, Management, and Install were used in this calculation. Patch Cables were excluded due to inconsistent responses. Formula: $(1 - ((\text{Response Total} - \text{Low Value}) / \text{Low Value}) \times \text{Points})$			
Prior Experience with Vendor (2)	20	10	10	20
(2)	10 Points: KCSD has not worked with Vendor in past 5 years 20 Points: KCSD has worked with Vendor during the past 5 years			
Preferred Manufacturer (3)	15	5	5	15
(3)	5 Points: Response did not use Preferred Manufacturer 10 Points: Response contained parts of Preferred Manufacturer 15 Points: Response used Preferred Manufacturer			
ERATE - SPI vs BEAR Reimbursement (4)	10	10	5	10
(4)	5 Points: Response did not mention SPI or BEAR 10 Points: Response allowed for SPI or BEAR			
References (5)	5	5	5	5
(5)	1 Points: Response did not include References 5 Points: Response included References			
Total	100	71.69	75.00	98.04



INVITATION TO BID

BID/RFP No.:	60-UPS-25
DATE ISSUED:	02/25/2025
QUESTIONS SUBMITTED BY DATE:	03/11/2025
BID CLOSING DATE:	03/25/2025
TITLE:	UPS ERATE BID
CONTRACT ADMINISTRATOR NAME:	Matthew Winkler
EMAIL CONTACT:	Matthew.Winkler@kenton.kyschools.us

The Kenton County Board of Education's Purchasing Department will receive sealed bids for items and/or services listed herein. You are invited to submit a sealed bid, subject to the 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.

BIDS MUST BE RECEIVED NO LATER THAN: March 25, 2025, by 1:00 PM EST.

Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: **"Bids – UPS ERATE"**

Bid Delivery Address:

Kenton County Board of Education
Attn: Matthew Winkler
1055 Eaton Drive
Fort Wright, KY 41017

Bid Opening:

1. Bids will be opened on **Tuesday, March 25, 2025, at 1:00 PM EST @ 1055 Eaton Drive, Fort Wright, Kentucky.**
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to be present at the bid opening.

Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, April 14, 2025.**

Period of Contract:

1. The period of the contract will be from **April 15, 2025 until project completion.**

VENDOR INFORMATION:

Name of Company:	Service Provider Identification Number (SPIN):		
Address:	City:	State:	Zip:
Contact Name:	E-mail Address:		
Signature:	Phone:	Date:	

BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY

45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS

1. It shall be a breach of ethical standards for an 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:
 - i. He, or any member of his immediate family has a financial interest therein; or
 - ii. 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
 - iii. 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 part. 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.

45A.990 – PENALTIES

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County Board of Education, 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.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature _____ Date _____

Print Name _____ Title _____

BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY

1. TERMS AND CONDITIONS

1.1. DEFINITIONS AND CLARIFICATIONS:

- i. RFP: Request for Proposal
- ii. Proposal, Bid: A complete and properly signed document proposing to do work or provide goods, for the sum(s) stipulated therein, supported by data called for by the Bid documents.
- iii. Offeror, Vendor, Contractor, Bidder: A company, organization or individual who submits a proposal to deliver goods and/or services – *(These terms are interchangeable).*

The following terms are interchangeable: The Kenton County Board of Education, The Board, Kenton County School District, KCSD, The District, Kenton County Schools

The following terms are interchangeable: Solicitation, Request for Proposal, RFP, proposal, Invitation to Bid, Bid

The following terms are interchangeable: Offeror, Vendor, Contractor, Bidder

The following terms are interchangeable: Cost, Price

- 1.2. **GOVERNING LAW:** The validity, performance, construction, interpretation, and effect of any/all purchases and/or services, shall be governed by the laws of the State of Kentucky and policies within the [Kentucky Model Procurement Code \(KRS 45A\)](#). The Board and contractor 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 and/or services.
- 1.3. **KENTUCKY MODEL PROCUREMENT:** The [Kentucky Model Procurement Code \(KRS 45A\)](#), adopted by The Kenton County 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.
- 1.4. **PERFORMANCE BOND:** The Board 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.
- 1.5. **IRS 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.
- 1.6. **CERTIFICATE OF INSURANCE (COI):** All contractors, vendors, or service providers coming onto any of The Board's location premises to do work or provide services shall have insurance and provide a Certificate of Insurance (COI). Insurance is necessary to cover any claims or losses for which the contract/vendor may be responsible. A COI is a standard form issued by the insurance company evidencing the insurance information (including policy limits and types of insurance) of its policyholder.

The following minimum insurance standards shall apply:

1. **Worker's Compensation:** Statutory limits are required.
2. **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability, and Completed Operations Liability in an amount not less than \$1,000,000 single limit per occurrence, and \$2,000,000 aggregate.
3. **Automobile Liability Insurance:** For contractors who will drive on The Board's property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
 - a. For Charter Bus Companies, the minimum Automobile Liability coverage required is \$5,000,000.

Vendors and contractors shall name the "Kenton County Board of Education" as an additional insured for the duration of the contract period. The Offeror agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to The Board.

Certificates of insurance shall be provided upon renewal until the contract period expires or the contract is terminated.

A Certificate of Insurance shall be included with all required bid forms at the time of the bid opening.

- 1.7. 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 KCSD students. Any employees with the following offenses will not be permitted to have any contact with any KCSD students:
- i. Sex related offense convictions;
 - ii. Convictions against minors;
 - iii. Felony offense convictions against persons or property;
 - iv. Alcohol violation convictions within two (2) years from date of check, and no more than two (2) such convictions total;
 - v. Drug related offense convictions;
 - vi. Deadly weapon-related offense convictions;
 - vii. A pattern of irresponsible behavior, based upon the background check.
- 1.8. FORCE MAJEURE:** Except to the obligation to make payment, any delay in or failure of performance by either party to this contract shall not constitute a default under this contract nor give rise to any claim for damage, cost, or expense if and to the extent such delay or failure is caused by an act of God, flood, fire, earthquake or explosion, war, invasion, hostilities, terrorist threats or acts, riots or other civil unrest, government order of law, actions, embargoes or blockades, national or regional emergency, or other similar event beyond the control of the delayed or non-performing party. Notwithstanding the foregoing, a party that is delayed in or prevented from performing for any reason shall promptly notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay or non-performance and shall take diligent steps to minimize the adverse impact of the delay or non-performance.
- 1.9. PRICES:** All prices quoted and percentage discounts provided shall remain firm during the term of the contract.
- 1.10. TAXES:** The Board's tax-exempt status applies in accordance with revenue policy 51P370 P370 revised 6/01/1983, and in accordance with 103 KAR 26.070. A state sales tax exempt certificate, upon request, shall be provided to the awarded bidder.
- 1.11. ORDERING:** Orders shall be placed by electronic order entry or by e-mail. NO ORDER shall be accepted without a Kenton County Board of Education Purchase Order, a School Activity Fund Purchase Order, or Work Order.
- 1.12. INVOICE AND PAYMENT TERMS:** Invoices and packing slips shall list: Purchase Order Number, Order Number, Item Number, Quantity, Brief Description, Unit Price, and Total.
- Invoices shall be submitted to: accounts.payable@kenton.kyschools.us
- Payment terms are NET 45 – 60 days. This is not negotiable.**
- i. Payments are made the day following the regularly held monthly Board meeting. The Board attempts to be timely with all payments but is required to follow all Board policies and procedures for payments.
 - ii. Checks/payments are run once a month and are subject to deadlines for the monthly Board meeting. All invoices received after the check run deadline must wait until the following month for payment.
- 1.13. DELIVERY:** The contractor agrees to furnish and deliver the items and/or services within the terms of the contract.
- 1.14. SUBSTITUTIONS:** If during the period of the contract a vendor finds it necessary to make substitutions, they shall obtain prior approval from the Purchasing Department.
- 1.15. WARRANTY:** Contractor shall make available and honor all manufacturer's warranties; standard and extended.
- 1.16. MATERIAL SAFETY DATA SHEET (MSDS):** Contractor shall provide, upon request, the most recent MSDS information sheets for any products delivered to any KCSD location.
- 1.17. PENALTIES:** In case of default by the contractor, The Board may procure the articles and services from other sources and may deduct the amount of excess cost so paid from any unpaid balance due to the vendor, and the price paid shall be considered the prevailing market price at the time such purchase is made.
- 1.18. EQUAL OPPORTUNITY:** During the performance of this contract, the contractor agrees to abide by the policies of [41 CFR 60-1.4\(a\)](#), which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that the contractor take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 1.19. K.O.S.H.A STANDARDS AND HAZARD COMMUNICATION STANDARD:** 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 O.S.H.A. (Occupational Safety & Health Administration) Hazard Communication standards [1910.1200](#).
- 1.20. HOLD HARMLESS:** Contractor agrees to indemnify and hold The Board harmless from any and all claims for death or injury to contractor's personnel arising while such personnel are on premises owned or controlled by The Board in connection with the performance of this order, and contractor shall maintain Worker's Compensation Insurance and Employees Liability insurance in the minimum amount of \$100,000 dollars (unless otherwise specified within the contract) covering all personnel while on The Board's premises.
- 1.21. KENTUCKY RESIDENT BIDDER RECIPROCAL PREFERENCE:** In accordance with [KRS 45A.494](#), a Kentucky resident bidder shall be given preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.
- 1.22. LOBBYING:** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification pursuant to the Byrd Anti-Lobbying Amendment, [31 U.S.C. 1352](#), and the New Restrictions on Lobbying.
- 1.23. LEGAL AND CONTRACTUAL REMEDIES:** The Board, or its designee, shall have authority to determine protests and other controversies of actual or prospective bidders, offerors, or contractors in connection with the solicitations or selection for an award of contract. Any actual or prospective bidders, offerors, or contractors aggrieved in connection with solicitation or selection for an award of contract may file protest with the Assistant Superintendent of Operations of The Board. A protest or notice of other controversy regarding the solicitation must be filed prior to opening. A protest or notice of other controversy regarding an award must be filed promptly within fourteen (14) days after the award. All protests or notices of other controversies must be in writing and addressed to:
- The Kenton County Board of Education
ATTN: Assistant Superintendent of Operations
1055 Eaton Drive
Fort Wright, KY 41017
- The Board, or its designee, shall issue a decision in writing. A copy of that decision shall be provided to the aggrieved party and shall state the reasons for the action taken. The decision of The Board shall be final and conclusive.
- 1.24. CORRECTIVE ACTION REQUEST (C.A.R.):** When an incident occurs with a contracted vendor that The Board deems unacceptable, The Board may issue a C.A.R. to the vendor. The procedure is as follows:
1. The Board's Purchasing Department will issue a written C.A.R. to the vendor in question detailing the incident, problem(s), and/or issue(s) relating to the contract. The vendor may have up to fourteen (14) days from the date of the issue to respond in writing.
 2. The Board's Purchasing Department will review the vendor's response, evaluate it, and determine whether or not the proposed solution is suitable to The Board.
 3. Once the written response received from the vendor is deemed suitable by The Board's Purchasing Department, The Board will issue a C.A.R. response detailing the action proposed by the vendor and agreed upon by The Board.
 4. If the written response received from the vendor is deemed unsuitable by The Board's Purchasing Department, The Board will issue a C.A.R. response defining what action will be taken. The Board may revoke the contract and refuse potential bids from the vendor until such a time is deemed suitable by The Board.
 5. If The Board's Purchasing Department does not receive a response from the vendor, the contract shall be dissolved and considered null and void. In addition, the vendor may not bid on future contracts for three (3) years
- 1.25. TERMINATION:** Contracts may be terminated by The Board at any time with a thirty (30) days written notice or upon the discretion of the Board, in a shorter period, if the terms of the contract are violated.

2. GENERAL BID INSTRUCTIONS

- 2.1. ACCEPTANCE OF BIDS & AWARDING OF CONTRACTS:** The Board reserves the right to accept any bid, to reject any or all bids, and/or 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 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. The Board shall have the right to bid specific items if it is in the best interest of The Board.

Contracts may be awarded on an item, group, or total basis; whichever is deemed to be in the best interest of The Board.

The Board reserves the right to make multiple awards to two or more companies on the same item or similar item.

Awarding of this bid in no way guarantees the purchase of any items and/or services. The Board reserves the right to purchase specific items and/or services from other suppliers, in the event that a lower price is found.

2.2. BID DOCUMENT REQUIREMENTS:

- i. All proposals shall be submitted on the “**Bid Form**”, found in section 5 of the bid documents.
 - All blanks and information requested shall be completed on the “**Bid Form**” in order to qualify the bid.
 - Do not bid any special grouping other than those listed herein.
- ii. **Conflict of Interest** form shall be signed, dated, and received with the bid in order for the bid to be considered.
- iii. **Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status** shall be completed by Kentucky bidders only.

- 2.3. ADDENDA:** The Board may issue addenda to the bid after its release. It is the sole responsibility of the vendor to check for any addenda which may be issued.

2.4. BIDS:

- i. Any bids received after the scheduled time of opening will not be opened.
- ii. No bid can be corrected, altered, or signed after being opened. The Board 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.
- iii. 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 in Section 5 of the bid documents.

- 2.5. TABULATIONS:** Tabulations will be calculated by the Purchasing Department. Each qualified bidder will be provided a formal tabulation after The Board has taken official action. Until such time, bidders are requested not to contact the Purchasing Department for Tabulations. Board meetings are held on the first Monday of each month, unless otherwise specified.

- 2.6. PRICES:** All prices/proposals quoted shall remain firm for a maximum of sixty (60) days from the bid opening date (March 25, 2025) to allow acceptance by The Board. The bidder may withdraw a proposal, without prejudice, prior to the opening date.

Bid prices shall remain firm per the “Terms & Conditions” for the entire contract period and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges, and delivery charges must be built into the bid price at the time of the bid or listed as an “Exception”. Unless otherwise specified, prices shall be Free on Board (F.O.B.) DESTINATION, which means delivered to a Board service location designated delivery point, as defined in Section 3 of the bid documents, without additional charge.

- 2.7. FUEL SURCHARGES, MILEAGE, and/or MISCELLANEOUS CHARGES:** Awarded bidder(s) shall not add fuel surcharges, mileage charges, or other miscellaneous charges to invoices. All charges shall be included in the bid price(s) or specified as an “Exception” in the bidder’s response.

- 2.8. SPECIFICATIONS:** Specifications are attached and part of this proposal. All materials or services furnished shall be in conformity with the specifications and will be subject to inspection and approval of the Kenton County School District. The right is reserved to reject and return, at the risk and expense to the supplier, any item that may be defective or fail to comply with these specifications.

The Board 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 preparation of such specifications.

- 2.9. PRODUCT EVALUATION:** Items will be disqualified that do not meet specifications. If a product is purchased and it is later established that said product fails to comply with the 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.
- 2.10. BRAND NAMES:** The brand or trade name, manufacturer's name, and/or catalog number shall be listed in the column provided. If bidder fails to indicate brand or trade name, where requested, the item and bid may be disqualified.
- 2.11. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS:** The Board 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:
- i. The bidder submits a sample which conforms to all material requirements of this Invitation to Bid;
 - ii. Or the bidder certifies to the Board that they can supply products which conform to all material requirements of this Invitation to Bid.

Note: descriptive literature and/or manufacturer's specifications shall not be submitted unless expressly requested.

- 2.12. OR EQUIVALENT:** Whenever the words "Or Equivalent" appears, they shall be interpreted to mean an item of material or equipment equal in quality to that named in the Bid Specifications and/or Bid Form and which is suited to the same use and capable of performing the same function with at least equivalent efficiency, as that named.

Descriptive literature is to be furnished for all "*OR EQUIVALENT*" item(s) which are submitted on bids. Bidder shall attach descriptive literature providing detailed information about each "*OR EQUIVALENT*" item so that it can be fully determined if the unit is truly a direct substitution. In the event the descriptive literature is not provided, the bid will be rejected on the basis that no descriptive literature was provided as required.

- 2.13. EXCEPTIONS:** Any exceptions to the Terms and Conditions, General Bid Instructions, and/or Bid Specifications shall be documented by referencing the applicable paragraph(s) and explained in detail, as specified on page 16 of the RFP. If no exceptions are requested, it will be assumed that the bid meets all Specifications and Terms and Conditions as stated in the bid documents.

3. SERVICE LOCATIONS

DISTRICT SCHOOL BUILDINGS		OTHER DISTRICT BUILDINGS
Beechgrove Elementary 1029 Bristow Rd. Independence, KY 41051	White's Tower Elementary 2977 Harris Pike Independence, KY 41051	Northern KY Youth Development Center (NKYDC) 15600 Turner Rd. Crittenden, KY 41030
Caywood Elementary 3300 Turkeyfoot Rd. Edgewood, KY 41017	Summit View Academy 5006 Madison Pike Independence, KY 41051	
Ft. Wright Elementary 501 Farrell Dr. Ft. Wright, KY 41017	Turkey Foot Middle School 3230 Turkeyfoot Rd. Edgewood, KY 41017	
R.C. Hinsdale Elementary 440 Dudley Rd. Edgewood, KY 41017	Twenhofel Middle School 11846 Taylor Mill Rd. Taylor Mill, KY 41015	
Kenton Elementary 11246 Madison Pike Independence, KY 41051	Woodland Middle School 5399 Pride Parkway Taylor Mill, KY 41015	
Piner Elementary 2845 Piner Ridge Rd. Morning View, KY 41063	Dixie Heights High School 3010 Dixie Hwy. Edgewood, KY 41017	
River Ridge Elementary 2772 Amsterdam Rd. Villa Hills, KY 41017	Scott High School 5400 Pride Parkway Taylor Mill, KY 41015	
Ryland Heights Elementary 3845 Stewart Rd. Ryland Heights, KY 41015	Simon Kenton High School 11132 Madison Pike Independence, KY 41051	
Taylor Mill Elementary 5907 Taylor Mill Rd. Covington, KY 41015		

4. BID SPECIFICATIONS

1. SCOPE

Kenton County School District (the "Applicant") is seeking proposals from qualified vendors to provide UPS Battery Backup System equipment and accessories as allowable under Category 2 E-Rate at its eligible E-Rate locations. Bidders are advised that this project will be contingent upon the successful obtaining of Category 2 E-Rate funding and an Applicant-issued Notice to Proceed, Applicant Board approval, internal local funding approval. The selected vendor must recognize these contingencies.

The Applicant seeks an agreement that allows it to work with the selected vendor to adjust quantities and/or scale back or cancel the project entirely as needed based upon funding availability and/or the best interests of the Applicant.

2. EQUIPMENT SPECIFICATIONS

- All Equipment **MUST** be equal or equivalent to what is listed on the Bid Form.
- Equipment shall be new, factory-sealed equipment currently available from the manufacturer
- KCSD will not accept proposals of used, remanufactured, refurbished, "B stock," returns, open-box, discontinued, "gray market," or equipment in any other condition other than new and factory-sealed with all original manufacturer warranties.
- All equipment must be manufacturer branded. Non-contract, third party components that claim to meet manufacturer specifications are not legal as part of this procurement and are not acceptable.
- All equipment should be able to seamlessly integrate into the current infrastructure.
- Manufacturer warranty valid from date of delivery to KCSD warehouse.
- Any boxes or packing lists received as part of this potential procurement will be checked for authenticity.
- All installation cables required to make all equipment functional must be included as part of the quote.
- Applicable items should include all related software and hardware components that enable the functionality of the equipment (including any necessary mounting brackets, software licenses, multi-year licenses, and basic maintenance).
- To ensure enhanced performance, longevity, and efficiency; KCSD is requiring that the battery technology for all UPS units shall be Lithium-ion (Li-ion). No other types will be accepted.
- Due to the design specifications and layout, all make/model must be from the same manufacturer.
- All UPS and PDU equipment shall include network components for remote monitoring.
- All Licensing, Maintenance, and Basic Warranties should be inclusive. KCSD does not want products requiring Software Assurance, Month-to-Month maintenance or warranties.
- KCSD is seeking a 5 year basic warranty with optional 5 year enhanced warranty as identified in the Bid Form.
- All features required of remote monitoring should be included.
- Equipment will be delivered to KCSD Warehouse at 11800 Taylor Mill Road, Independence, Kentucky 41051. Delivery must be scheduled at least 48 hours in advance with an appointment range of no more than 4 hours. Delivery must occur during normal business hours: 7:30am to 3:30pm.
- All Equipment must be delivered in a maximum of 2 shipments. Vendor is to coordinate all deliveries with KCSD.

3. INSTALLATION SPECIFICATIONS

- Installation by the selected vendor shall include the removal of the existing equipment and placement of the new equipment.
- New equipment will be integrated into the existing environment.
- Each bid should include all labor necessary for staging, installation, testing, and documentation of equipment. Equipment staging will consist of (but not be limited to) ensuring firmware version consistency, configuration loading, and hardware preparation for mounting. Software and firmware version for components will be agreed upon at time of deployment, and configurations will be coordinated with the Applicant's staff.
- Equipment testing should verify proper operation of all equipment in the event of an actual power outage. Documentation should include configuration and summary reports of installations.
- Vendor should plan for a phased installation approach meaning building by building, MDF, IDF, or any other strategy.
- Installation may be completed at different intervals of each building as to not impact instruction or building functions.
- Vendor will complete installation including cable management in a method that follows best practice and industry norms. Wire ties, fasteners, connectors, strapping, etc. should all be included as part of the installation pricing.

4. E-RATE AND GENERAL REQUIREMENTS

- Bidders must have an understanding of the E-Rate modernization program and E-rate Category 2 requirements specifically.
- Bidder must have a valid Service Provider Identifications Number (SPIN). The Kenton County School District will not consider any proposals with a valid SPIN.
- If non-E-rate eligible items are needed to complete the project, please include those on a separate quote clearly identified as **"NOT E-RATE ELIGIBLE"**.
- Contracts may be dependent on the Kenton County School District's ability to secure funding through the Federal Universal Service Fund (E-rate) program.
- Bidder must agree to comply with all other requirements of the Federal Universal Service Fund (E-rate) program. Any program violations that are the fault of the bidder, will be the responsibility of the bidder to resolve and the bidder agrees to be solely responsible for any costs related to such violations.

5. QUESTIONS

No site visits are permitted. Vendors may submit questions to Matthew Winkler, Director of Technology at KCSD, via email **ONLY** at matthew.winkler@kenton.kyschools.us until Tuesday, March 11, 2025 at 12pm EST. Answers to any written questions or any additional information, revisions, or clarifications to the RFP will be provided in the form of an addendum to be posted with the FCC Form 470 on the Universal Service (E-Rate) website by EOB on March 11, 2025. It is the sole responsibility of the Service Provider to check for any addenda that may be issued.

6. EVALUATION CRITERIA

The Kenton County School District shall review and evaluate all submittals. Proposals shall be evaluated on a “best overall value” basis, based on the following criteria.

Factor	Maximum Points
Price	50
Prior Experience with Vendor	20
Preferred Manufacturer	15
SPI vs BEAR Reimbursement	10
References	5
Total Points Possible	100

The price figure shall be arrived at by awarding the low bidder a score of 50 points. The other bidders shall then be awarded a percentage of the total using the low bidder's price as the baseline.

A list of three existing customer references shall be supplied with your proposal. Each of these three references will be contacted and asked to rate their experience on a scale of 1-5. The three scores shall be averaged and this average will be the bidders score. If a bidder is greater than 5 points from the lead bidder, this bidder's references shall not be contacted. If a bidder has been a vendor for the Board in the past five (5) years, the Board reserves the right to provide the sole score.

6. PROPOSAL DELIVERY

Notice is hereby given that the Kenton County School Board, Fort Wright, KY, will receive sealed bids at Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, KY 41017 until 1:00pm EST on March 25, 2025, at which time they will be publicly opened and read aloud. Envelopes containing bids shall be plainly marked “**Bids – UPS ERATE**”. Bids received after the designated time will be returned unopened.

Bidders must submit a hard copy of their bid and any required forms in a sealed envelope, with their firm's name and address clearly indicated on the envelope OR an electronic version of the bid response (including any required forms) to matthew.winkler@kenton.kyschools.us. Note that FAXED bids are not acceptable and will be rejected as non-responsive. Bids are to be addressed as follows: Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, KY 41017, ATTN: Matthew Winkler, Re: Bids-UPS ERATE

The Kenton County School Board reserves the right to reject any and all bids, and to waive informalities, irregularities, and errors in the bidding to the extent permitted by law. This includes the right to extend the date and time for receipt of bids. In the event that a responsible bid is not received or if it is determined that the low bid received is too high, the bid received will be rejected and the project will be cancelled or re-bid. Bids may not be withdrawn during the sixty (60) day period immediately following the date of receipt of the bids without the consent of the Kenton County School District.

5. EXCEPTIONS

In compliance with this Invitation to Bid, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all Terms and Conditions, General Bid Instructions, and Bid Specifications. Failure to accept the Terms and Conditions, General Bid Instructions, and Bid Specifications, unless requesting an exception, may result in a proposal being deemed nonresponsive.

Requested exceptions to the Terms and Conditions, General Bid Instructions, and Bid Specifications must be clearly identified on the table below. If no exceptions are requested, it will be assumed that the bid meets all specifications and bidder agrees to all Terms and Conditions and General Bid Instructions as stated in this complete bid package.

The Board's Purchasing Department shall determine acceptance or non-acceptance of requested exceptions. **Exceptions not accepted will disqualify the bid.** Exceptions noted elsewhere in the solicitation and not specified on this form will not be considered.

IDENTIFY ALL EXCEPTIONS (check one):
<input type="checkbox"/> No Exceptions Requested. All Terms and Conditions, General Bid Instructions, and Bid Specifications are met.
<input type="checkbox"/> Offeror requests the exceptions identified below and noted on the attached sheet(s).

Correlating with the number listed on the table below, offeror **shall include additional page(s) identifying the solicitation language to which the exception is taken, the proposed language and any price impact this may have.** For any fees and/or additional charges not included in the bid price, offeror shall specify the exact amount that will be incurred. If no additional details are included, the exception will not be considered.

NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
<i>Example</i>	<i>Terms and Conditions</i>	<i>1.9 – Warranty</i>	<i>3</i>
1.			
2.			
3.			
4.			
5.			
6.			
7.			

By signing this form, offeror has read and acknowledges the Terms and Conditions, General Bid Instructions, and Bid Specifications; has listed all requested exceptions; and understands if an exception is not accepted the bid will be disqualified.

Authorized Signature _____ Date _____

Print Name _____

Title _____

BIDDER IS TO SIGN AND SUBMIT THIS FORM WITH THE BID IN ITS ENTIRETY

6. BID FORM

BID FORM – PAGE 1 of 5

Complete this form and provide in your response. Bid prices must be complete for the equipment and services proposed and shall include all associated costs, even if the amounts are estimates based upon current applicable taxes, surcharges, or fees. Any costs not included in your proposal but found to be necessary for the full functioning of the UPS will be the responsibility of the Bidder.

- If non-E-Rate eligible items are needed to complete the project, please include those items on a separate quote clearly identified as **"NOT E-Rate Eligible"**.
- If applicable, vendor is to specify all fees, shipping charges, taxes, surcharges and contingency fees for eligible equipment.
- Any discounting applied to your proposal must be reflected at the line-item level.
- Proposals must be typewritten or printed neatly in ink. If information cannot be easily determined, your bid shall be subject to rejection.

1. EQUIPMENT

OPTION 1 – Preferred Equipment Models (if bidding an equal or equivalent, use option 2)

No.	MFR	Model #	Description	QTY	Eligible Price Per Unit	Total Eligible Costs
1	Vertiv	GXT5LI-2000LVRT2UXLN	GXT5 Lithium-Ion N Online UPS 2000VA/1800W 120V Tower/Rack	49	\$	\$
2	Vertiv	GXT5LI-3000LVRT2UXLN	GXT5 Lithium-Ion N Online UPS 3000VA/2700W 120V Tower/Rack	18	\$	\$
3	Vertiv	VEBCLI-48VRT1U	External Battery Cabinets	112	\$	\$
4	Vertiv	GXT5LI-1500LVRT2UXLN	GXT5 Lithium-Ion N Online UPS 1500VA/1350W 120V Tower/Rack	5	\$	\$
5	Vertiv	VP6N21A1	Vertiv Geist rPDU	49	\$	\$
6	Vertiv	VP6N31A0	Vertiv Geist rPDU	18	\$	\$
7	Vertiv	VP6N11A1	Vertiv Geist rPDU	5	\$	\$
8	Vertiv	PEPGXTLI-1K3K5YR	Power Emergency Services	72	\$	\$
9	Vertiv	PEPGXTLI-48VBAT5YR	Power Emergency Services	112	\$	\$

BID FORM – 2 of 3

OPTION 2 – Equal or Equivalent to Option 1 - Bidder must provide documentation that proposed equipment is equal or equivalent to requested equipment.

No.	MFR	Model #	Description	QTY	Eligible Price Per Unit	Total Eligible Costs
1				49	\$	\$
2				18	\$	\$
3				112	\$	\$
4				5	\$	\$
5				49	\$	\$
6				18	\$	\$
7				5	\$	\$
8				72	\$	\$
9				112	\$	\$

2. INSTALLATION

Based on the information provided within the bid documents, please provide a **total price** for installation for all specified locations, of the requested equipment. Price should include all labor necessary for staging, testing, and documentation of equipment. 72 locations across the 18 sites referenced on page 8 are to be considered for installation purposes.

\$ _____

3. ERATE REIMBURSEMENT METHOD

SPI or **BEAR** *(circle one)*

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent _____ Date _____

Printed Name and Title _____

Name of Company _____ SPIN _____

BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE RESPONSE IN ITS ENTIRETY

7. REFERENCES

Please list three references similar in size and scope to this project.

REFERENCE 1		
Company Name:		Phone:
Contact:	Email:	
REFERENCE 2		
Company Name:		Phone:
Contact:	Email:	
REFERENCE 3		
Company Name:		Phone:
Contact:	Email:	

BIDDER IS TO ATTACH THIS FORM AND SUBMIT WITH THE RESPONSE IN ITS ENTIRETY

**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: _____

BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY

6. 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.

- | | | | |
|----|-------|---|---|
| 1. | _____ | Cover Sheet | <i>Page 1</i> |
| 2. | _____ | Conflict of Interest | <i>Page 2</i> |
| 3. | _____ | Exceptions | <i>Page 12</i> |
| 4. | _____ | Bid Form | <i>Pages 13-14</i> |
| 5. | _____ | References | <i>Page 15</i> |
| 4. | _____ | Kentucky Resident Bidder <i>(if applicable)</i> | <i>Page 16</i> |
| 5. | _____ | Proof of Required Insurance | <i>(See page 3, 1.6 for requirements)</i> |
| 6. | _____ | Manufacturer's Specifications*
<i>*If "equal or equivalent" equipment is proposed</i> | |