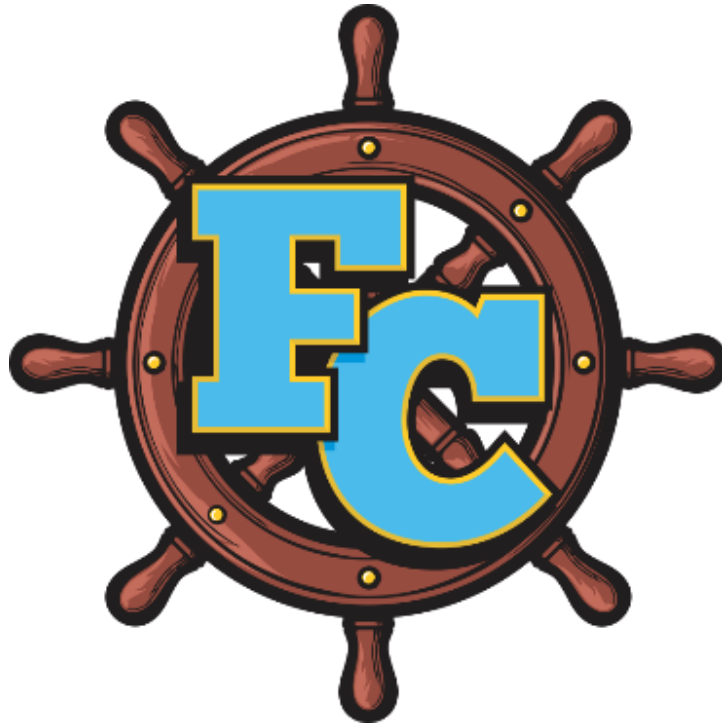


Fulton County School District:

REQUEST FOR PROPOSAL

Installation of New Baltimore Air Coil Cooling Tower for Fulton County High School



Fulton County School District
2780 Moscow Ave
Hickman, KY 42050
(270)-236-3923
Fax: (270) 236-2184

REQUEST FOR PROPOSAL: Installation of a Baltimore Air Coil Cooling Tower for Fulton County High School

The Fulton County Board of Education will receive sealed bids for the items and/or services listed herein. You are invited to submit a sealed bid, subject to the terms and conditions of this invitation to bid. Please read all the instructions and specifications carefully. **Failure to comply with these instructions shall disqualify your bid.**

Bids shall be mailed or delivered to Jennifer Davis, Chief Financial Officer, the Fulton County Board of Education, 2780 Moscow Avenue Hickman, KY 42050 in a **sealed envelope marked "Installation of a Baltimore Air Coil Cooling Tower"** on the outside of the envelope.

Copies of this invitation may be obtained on the Fulton County Board of Education finance page <https://www.fulton.kyschools.us> or at the above address between 8:00 a.m. and 4:00 p.m., Monday through Friday prior to the time and date specified for bid opening.

TIME OF BID OPENING

Bids will be opened at **2:00 p.m. on March 18th, 2024.** All bids must be received by the time designated in this invitation and none will be considered thereafter. **Failure to deliver bid including receipt by mail prior to the bid opening will automatically prevent the reading of your bid.**

The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver bids on time.

LOCATION OF BID OPENING

Bids will be opened and read in the Fulton County Board of Education, 2780 Moscow Ave, Hickman, KY 42050.

BID AWARD:

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 this 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. Bids shall be awarded at a special called board meeting following the opening of the bids.

PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF FULTON 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 IN 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 FULTON COUNTY, KENTUCKY SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

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 IN 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 FULTON COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

GENERAL BID INSTRUCTIONS AND CONDITIONS
(PLEASE READ CAREFULLY)

A. ACCEPTANCE OF BIDS

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

B. SPECIFICATIONS

- a. All materials or services furnished will be subject to inspection and approval of the Board of Education after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item which may be defective or fail to comply with Board of Education technology specifications. It is important that each person submitting a bid follow carefully the specifications detailed herewith.
- b. The Board of Education reserves the right to waive compliance of any material or services with any specification where such waiver is 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.

C. MODEL PROCUREMENT REGULATIONS

- a. The Model Procurement Regulations 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 Model Procurement Regulations, the Regulations shall control.

D. PERFORMANCE BOND

- a. 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.

E. EXCUSE FOR NON-PERFORMANCE

- a. 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 nonperformance is not due to the fault of negligence of the party not performing.

F. PENALTIES

- a. 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.

G. TAXES

- a. The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed as the Board of

- b. Education will furnish the successful bidder with proper tax exemption certificates upon request.

H. PRODUCT EVALUATION

- a. 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.

I. BRAND NAMES

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

J. NON-DISCRIMINATION

- a. During the performance of this Contract, the Seller agrees as follows:
- b. The Seller shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause.
- c. 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.
- d. 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.

K. DELIVERY

- a. The Contractor agrees to furnish and deliver the items within the terms of the contract as the Board of
- b. Education may prescribe.
- c. 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. Vendors shall furnish and install all equipment proposed, along with the removal, providing storage and return of existing machines to current lease company and must be included in your bid price.
- d. If during the period of the contract, it is necessary that the Board of Education 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.

L. SAMPLES AND/OR DESCRIPTIVE LITERATURE

- a. Samples may be required to assist in making decisions for awarding of contracts. The samples must be
- b. furnished by time and date specified for bid opening. Failure to furnish samples may disqualify any bid.
- c. 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.
- d. 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.
- e. Samples are to be mailed or delivered to Jennifer Davis Chief Financial Officer, Fulton County Board of Education 2780 Moscow Ave Hickman, KY 42050.
- f. If samples are required, and they are not claimed by the indicated date, 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.

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

- a. 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.

N. BIDS

- a. 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.
- b. Tabulations will be made and a recommendation will be presented to the Board of Education for approval.
- c. Any bids received after scheduled time of opening will be returned unopened to the bidder.
- d. Each bid must be in a separate sealed envelope with the bid name appearing in the lower left-hand corner of the envelope.
- e. 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 making up their bids. Any bids received unsigned shall be rejected.
- f. For any clarification relative to this bid, contact Jennifer Davis, Chief Financial Officer, Fulton County Board of Education, 2780 Moscow Ave Hickman, KY 4250; 270-236-3923.

O. PRICES

- a. 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 will then be firm for the time period indicated under "Period of Contract".
- b. All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and correction inserted adjacent thereto and initialed by person signing the bid. Also, corrections made with correction tape or fluid are to be initialed.
- c. Quote on each item separately. Prices must be stated in units specified herein.
- d. Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Board of Education. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

P. OR EQUAL CLAUSE

- a. Whenever, in any of the contract documents, an article, materials or equipment is described by use of a

- b. proprietary product or by using the name of a manufacturer or vendor, the term “or equal”, if not inserted, is implied.
- c. The use of a specific article or manufacturer’s name shall be construed as indicating the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer’s product of comparable quality, design and efficiency.

Q. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER’S SPECIFICATIONS

- a. 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.
- b. NOTE: Descriptive literature and/or manufacturer’s specifications should not be submitted unless expressly requested.

R. SUBSTITUTIONS:

- a. If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from Jennifer Davis, Chief Financial Officer.

S. REQUIREMENTS

- a. All deliveries must be complete within thirty (30) days from receipt of lease agreement and the vendor must furnish invoices as follows:
 - i. One (1) copy to the Chief Financial Officer at time of delivery.
 - ii. Two (2) copies of invoice (original and one copy) to the Finance Department along with a signed delivery receipt as proof of delivery.
 - iii. No more than one (1) back order or partial delivery will be allowed on these items. Ship complete within thirty (30) days or cancel.
 - iv. All deliveries must be made to the location indicated on the purchase order and signed for by the Chief Financial Officer/designee.
 - v. All invoices must show the date of delivery, name of location and list of items delivered by item name.

T. ACCESS TO RECORDS

In addition, the contractor agrees that the contracting District, and the Auditor of Public Accounts, federal government, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

U. RECIPROCAL PREFERENCE

- a. 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.

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

SPECIAL CONDITIONS

INSURANCE: General Conditions require all contractors working for the Fulton County Board of Education carry liability and workmen's compensation insurance and to furnish proof of such coverage. The minimum coverage acceptable is:

- a. Statutory Workmen's Compensation Insurance.
- 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.

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

Note: Any specification bid in contrast to that stated herein must be approved by Jennifer Davis, Chief Financial Officer at the Fulton County Board of Education prior to the bid opening.

OTHER CONDITIONS

Individuals performing services in/on school grounds must comply with and participate in a criminal history background check in accordance with KRS 17.160. An application for each individual will be processed by the Pretrial Services, Administrative Offices of the Courts. Please note the following disqualifiers: Sex-related offense convictions; Convictions against minors; Felony offense convictions against persons or property; Alcohol violation convictions within two years from date of check, and no more than two such offense convictions in total; Drug related offense convictions; Deadly weapon-related offense convictions; A pattern of irresponsible behavior, based upon the background check. An application shall be provided to you by the board of education.

AWARDING OF BID(S)

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

Category	Total Possible Points
Mandatory Requirements	30
Vendor Qualifications	20
Past Experience with District	20
Costs	20
Other General Requirements	10
Total	100

THE FULTON COUNTY BOARD OF EDUCATION
BID SPECIFICATIONS on Installation of a Baltimore Air Coil Cooling Tower

Please contact Dale Jackson at 2780 Moscow Avenue, Hickman, KY 42050 (270) 236-3923 for specifications on type and quantity.

Scope of Work

- Winning vendor shall oversee the installation and that everything is working.

Withdrawal and Resubmission/Modification of Proposals

- A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the District in writing of its withdrawal. Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

Authorized Signature_____

Date: _____

Name: _____

Title: _____

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 therefore, 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 therefore.
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 therefore.
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

References: KRS 156. 480, OAG 80-32, Model Procurement Code 45A.455

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

References: KRS 156. 480, OAG 80-32, Model Procurement Code 45A.455

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

Solicitation/Contract : _____

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

FOR BIDS AND CONTRACTS IN GENERAL:

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

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

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

_____ Signature	_____ Printed Name
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_____ Title	_____ Date
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Company Name _____

Address _____

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

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

Notary Public
[seal of notary]

My commission expires: _____