

## **REQUEST FOR PROPOSAL**

### **FORT THOMAS INDEPENDENT SCHOOLS**

### **ACQUISITION AND IMPLEMENTATION OF A CELL SIGNAL SOLUTION FOR JOHNSON ELEMENTARY SCHOOL**

#### **RFP TITLE: 2022 CELL SIGNAL RFP**

This document constitutes a Request for Proposal from qualified vendors to provide an internal cell phone signal solution for Johnson Elementary School as described herein for Fort Thomas Independent Schools, in Fort Thomas, Kentucky.

Offerors are advised that any contract resulting from the Request for Proposals must comply with all applicable provisions of KRS 45A prior to becoming effective, and all applicable federal laws.

A contract, based on this RFP, may or may not be awarded.

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- ATTACHMENT D: Floor Plans of Johnson Elementary School

## **SECTION 1 – ADMINISTRATIVE OVERVIEW**

### **1.00 Purpose and Background**

Johnson Elementary School opened to students in August 2021 after a complete demolition and rebuild on the same site of the previous school buildings. Cellular phone signals are nonexistent inside the new construction even though cellular coverage was available inside of the old buildings on the same site. Cellular signals for most carriers are still available immediately upon exiting the new building.

Johnson Elementary School is located at 1180 N. Fort Thomas Avenue, Fort Thomas, KY 41075. There are currently 55 staff members in employment on a daily basis. The school is a single building of approximately 80,000 square feet over three different levels.

### **1.05 Issuing Office**

Fort Thomas Independent Schools is issuing this RFP. The District Contact is the only person authorized to change, modify, amend, alter or clarify the specifications and the terms and conditions of this RFP.

### **1.10 Restrictions on Communications**

The District Contact named below shall be the **sole point of contact** throughout the procurement process. All communications, oral and written (regular mail, express mail, electronic mail or fax), concerning this procurement shall be addressed to:

Mr. Jody Johnson, Director of Technology and Information  
28 N. Fort Thomas Ave, Fort Thomas, KY 41074  
jody.johnson@fortthomas.kyschools.us

From the issue date of this RFP until a Contractor(s) is selected and the selection is announced, Offerors are not allowed to communicate with any other Staff concerning this RFP.

***For violation of this provision, the District shall reserve the right to reject their proposal response.***

### 1.15 Schedule of RFP Activities

The following schedule presents the major activities associated with the RFP distribution, written questions, and proposal submission. While there is no guaranteed date for the award of a contract, an anticipated date of award is also given. The District reserves the right at its sole discretion to change the Schedule of Activities, included the associated dates and times.

EVENT	DATE AND TIME
Release of RFP on District Website	November, 18, 2022
Optional Site Visits (see section 1.20)	December 7, 2022 12:00 PM – 3:00 PM*  December 8, 2022 9:00 AM – 12:00 PM*
Written Questions Due	December 14, 2022 9:00 AM*
Anticipated District Response to Written Questions and Posted as an Addendum on District Website	December 15, 2022 9:00 AM*
Proposals Due	December 21, 2022 3:00 PM*
<p>All proposals shall be emailed to <b>jody.johnson@fortthomas.kyschools.us</b> no later than the due date and time defined in this Solicitation. All received proposals will be acknowledged via an email reply. No proposals will be reviewed until December 21, 2022, at 3:00 PM.</p> <p>If you have not received an acknowledgement reply for your proposal by the due date and time, call and <b>859.815.2014</b> or <b>859.331.2177</b> and leave a message if not answered.</p>	
Anticipated Date of Award	January 10, 2023

**\*NOTE: All times referenced are in the Eastern Time Zone.**

### **1.20 Optional Site Visits**

Optional vendor visits will be held at Johnson Elementary School, 1180 N. Fort Thomas Ave, Fort Thomas, KY 41075. Attendance is not mandatory, but the dates and times identified in the table are the only times that a site visit will be permitted for the purpose of this RFP. The optional site visit will be the only opportunity to ask oral questions. Written questions may be submitted up until the date and time indicated in the table. The District shall not be bound by oral answers to the questions presented at the visit or oral statements made at any other time by any member of the District's staff. Salient questions asked at the site visit and the responses may be reduced to writing and issued in an Addendum that shall be posted to the district's website.

Those who participate in the site visit should enter at the main entrance anytime during the time frame indicated in the table. Pursuant to KRS 17.545, all guests are required to present a photo ID (drivers license preferred) that can be used to check against a sex offender registry before being allowed to enter the main part of the building.

### **1.25 Questions Regarding this RFP**

Verbal questions may be asked during the optional site visit and written questions must be submitted in writing to the District contact named in this RFP. The District will respond to all salient questions (verbal and written) in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the District's web page by the date indicated in the table.

### **1.30 Access to Solicitation, RFP and Addenda**

The Solicitation, the RFP and attachments and any Addenda shall be posted to the district's website at [fortthomas.kyschools.us](http://fortthomas.kyschools.us).

***It is the vendors' responsibility to assure they have obtained copies of all information and forms.***

## **SECTION 2 – SCOPE OF WORK**

### **2.00 Scope of Work**

The purpose of this RFP is to acquire and have installed a solution that ensures cellular phone communication inside the building via personal cellular devices. The requested solution must provide:

- a. Cell phone coverage throughout the entirety of the building, across multiple floors.
- b. Cellular signals for personal Verizon, T-Mobile, and AT&T devices.
- c. Both 4G and 5G signals.
- d. Discreetly placed outdoor antennas that do not interfere with the aesthetics of the recently finished construction, if solution requires the placement of outdoor antennas.
- e. Plenum rated cabling, if solution requires cabling in ceilings

Installation of the solution must be concluded within 180 days of the availability of all necessary materials.

## **SECTION 3 – TERMS AND CONDITIONS**

### **3.00 Beginning of Work**

The Contractor shall not commence any work until a valid Contract has been fully executed. The Contract shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

### **3.10 Contract Term**

The initial term of the Contract is anticipated to be from the date of award through the completion of the installation, customer satisfaction periods, and any warranty periods for equipment and installation.

### **3.15 Changes and Modifications to the Contract**

No modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the District.

### **3.20 Notices**

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the award of the Contract, all programmatic communications are to be made to the District Contact listed below. After the award of the Contract, all communications of a contractual or legal nature are to be made to the District Superintendent listed below.

#### **District Contact:**

Mr. Jody Johnson, Director of Technology and Information  
28 N. Fort Thomas Ave, Fort Thomas, KY 41074  
jody.johnson@fortthomas.kyschools.us  
859.815.2014 (voice and fax)

#### **District Superintendent:**

Mr. Brian Robinson, Superintendent  
28 N. Fort Thomas Ave, Fort Thomas, KY 41074  
brian.robinson@fortthomas.kyschools.us  
859.781.3333

## **SECTION 4 – PROCUREMENT RULES AND REQUIREMENTS**

### **4.00 Rules of Procurement**

The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with the Kentucky Model Procurement Code. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by school districts.

### **4.05 Waiver of Minor Irregularities**

The District reserves the right to reject any offers and to waive informalities and minor irregularities in offers received.

#### **4.10 Clarification of Proposals**

The District reserves the right to request additional information as may reasonably be required for selection, and to reject any proposals for failure to provide additional information on a timely basis.

The District reserves the right to conduct discussions with any offeror who has submitted a proposal to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposal submitted by other offerors.

#### **4.15 Best and Final Offers**

The District reserves the right at its discretion to request a Best and Final Offer (BAFO) for proposals. Offerors are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical and/or cost offer.

#### **4.25 Certification Regarding Violations of and Compliance with Specified KRS Chapters**

Per KRS 45A.343, any contract entered into by a local public agency, whether under KRS 45A.345 to 45A.460 or any other authority, shall require the contractor and all subcontractors performing work under the contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342.

#### **4.30 Vendor Response and Public Inspection**

The RFP specifies the format, required information and general content of proposals submitted in response to the RFP. The District shall not disclose any portions of the proposals prior to contract award to anyone outside the District, representatives of the District for whose benefit the contract is proposed, representatives of the Federal government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, the District shall have the right to duplicate, use, or disclose all proposal data submitted by Vendors in response to this RFP as a matter of public record.

Any and all documents submitted by a Vendor in response to the RFP shall be available for public inspection after contract award. No such documents shall be exempt from disclosure under the Kentucky Open Records Act regardless of the vendor's designation of the information contained therein as proprietary, confidential, or otherwise. Therefore, the District will not redact or withhold any documents submitted in response to the RFP if a request to inspect these records is made.

The District shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to an RFP, if applicable. Selection or rejections of the proposal will not affect this right.

#### **4.35 Proposal Submission**

Each qualified Offeror shall submit only one (1) proposal. Alternate proposals shall not be accepted. Failure to submit as specified may result in the proposal's rejection.

All submitted proposals shall remain valid for a minimum of 30 days after the proposal due date.

All proposals must be sent electronically to the sole point of contact identified and received no later than the date and time indicated in this RFP. Please reference the title of the RFP in the subject line.

Any proposals received by others or after that time will not be considered. Vendors are strongly encouraged to call the sole point of contact at the date and time indicated if they have not received written acknowledgement of receipt.

The Board of Education will not assume the responsibility for any delay as a result of failure of the delivery services to deliver proposals on time. The proposals will not be made available to the public nor be disclosed to unauthorized persons prior to the award of the contract. However, after award of the contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data.

#### 4.40 Format of Proposal

Interested vendors should submit a formal proposal which addresses the costs of procurement and implementation of a solution that addresses the needs and scope of this RFP. Proposals must include the following:

ITEM	DETAILS
Signed <u>COVER LETTER</u>	<ul style="list-style-type: none"><li>• Must include company name, FEIN, address, and contact information.</li><li>• Must include any subcontractor information that might be utilized for installation or other services.</li><li>• Must include the signature of a company representative who can legally bind a contract.</li></ul>
<u>MATERIALS</u> List	<ul style="list-style-type: none"><li>• Must include the quantity, brand, and model of primary technology components.</li><li>• Must include ancillary materials required for installation, however, brand and model details are not required.</li></ul>
<u>TOTAL COST</u> of solution	<ul style="list-style-type: none"><li>• Must include parts and installation</li></ul>
<u>NARRATIVE</u> of solution	<ul style="list-style-type: none"><li>• Must include a description of any situations that might require additional charges or changes to the proposed solution.</li><li>• Must include a description of any equipment or services that must be provided, or might be required, by the District (example: Installation of additional electrical components necessary for the proposed solution).</li></ul>
<u>REFERENCES</u>	<ul style="list-style-type: none"><li>• Must include names and contact information of at least two organizations with whom the Offeror has previously contracted to provide similar services.</li></ul>
<u>ATTACHED ITEMS</u> (Attachments to this RFP that must be completed and signed)	<ul style="list-style-type: none"><li>• Prohibition Against Conflict of Interest, Gratuities, and Kickbacks</li><li>• Conflict of Interest</li><li>• Certification of Compliance with Specifications</li></ul>
<p>All proposals shall be emailed to <b>jody.johnson@fortthomas.kyschools.us</b> no later than the due date and time defined in this Solicitation. All received proposals will be acknowledged via an email reply. Proposals will not be opened and reviewed until the due date and time.</p> <p>If you have not received an acknowledgement reply for your proposal prior to the due date and time, call and <b>859.815.2014</b> or <b>859.331.2177</b> and leave a message if not answered.</p>	



#### **4.50 RIGHT TO REJECT**

1. The District, reserves the right to reject any and all proposals where the best interests of the Board may be served, including the right to award a contract without any further discussion or negotiation with anyone proposing these services. The District also reserves the right to reject any proposal where evidence or information submitted by the vendor does not satisfy the Board of Education that the vendor is qualified to carry out the details of the contract. The District may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The District reserves the right to reject any proposal where an investigation and evaluation of the offerors and their qualifications would give reasonable doubt that the offeror could perform prompt and efficient completion of the work per the contract.

The District reserves the right to request additional information as may reasonably be required for clarification, and to reject any proposals for failure to provide additional information on a timely basis.

2. Grounds for the rejection of proposals include, but shall not be limited to:
  - (a) Failure of a proposal to conform to the essential requirements of the RFP.
  - (b) Submitting a proposal which does not conform to the specifications contained or referenced in the RFP.
  - (c) Submitting a proposal imposing conditions which would modify the terms and conditions of the RFP or limit the offeror's liability to the Board on the contract awarded on the basis of such RFP.
  - (d) Submitting a proposal determined by the District to be unreasonable as to price.
  - (e) Proposals received from offerors determined not to be responsible offerors.
  - (f) Proposals received from offerors determined not to be qualified based on current or on past performance on the District's projects.

### **SECTION 5 – RFP TECHNICAL EVALUATION**

#### **5.00 Proposal Evaluation**

The District shall conduct a comprehensive, fair, and impartial evaluation of all proposals.

The District reserves the right to conduct discussions with any Offeror who has submitted a proposal to determine the Offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other Offerors.

Each Vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the Vendor.

Past Vendor Performance may be considered in the award of this Contract. Vendors with a record of poor performance may be found non-responsible and ineligible for award.

### **5.05 Proposal Scoring Criteria**

After determining that a proposal includes all required information and data for responsiveness based on the solicitation requirements, the District will evaluate the proposal based on the following evaluation factors:

<b>Evaluation Criteria</b>	<b>Points Possible</b>
Overall Cost identified in Proposal (see Section 6)	50
Review and Evaluation of Primary Technical Components	20
Professional Recommendations	20
Risk Assessment of Additional Charges or Changes	10
<b>Total Points Possible</b>	<b>100</b>

## **SECTION 6 – COST PROPOSAL EVALUATION**

### **6.00 Cost Proposal Evaluation**

The Proposal with the lowest Overall Cost receives the maximum score. The Proposal with the next lowest Price receives points by dividing the lowest Price by the next lowest price and multiplying that percentage by the available points.

For example: Assume 40 points is allocated to the lowest Price criteria for this procurement. Proposal “A” bids \$300 as the lowest price and receives the maximum 40 points ( $\$300/\$300 = 1.00 \times 40 = 40$ ). Assume Proposal “B” is the next lowest Price at \$400. Then “B” receives 30 points. ( $\$300/\$400 = .75 \times 40 = 30$ ).

### **6.05 Cost Proposal Scoring Criteria**

The proposal must include a TOTAL COST of its solution that includes both materials and labor/installation. The proposal should also include written descriptions of any situations that might alter the final cost or any costs the district might incur on their behalf to make the proposed solution work.

### **6.10 Reciprocal Preference for Kentucky Resident Bidders and Preferences for a Qualified Bidder**

The scoring of bids/proposals is subject to Reciprocal Preference for Kentucky Resident Bidders per KRS 160.303 and KRS 45A. This states in part that If a procurement determination results in a tie between a resident bidder and a nonresident bidder from a state that gives or requires a preference to bidders from that state, preference shall be given to the resident bidder.

## **SECTION 7 – ORAL PRESENTATIONS/DEMONSTRATIONS**

### **7.00 Right to Use Oral Presentations to Verify/Expand on Proposal**

The District reserves the right to require demonstrations to verify or expand on the proposal.

### **7.05 Right to Reject Based on Oral Presentations**

The District reserves the right to reject any or all proposals in whole or in part based on the demonstrations.

## **SECTION 8 - NEGOTIATION**

### **8.00 Negotiation**

After determining the best proposal received, the District reserves the right to negotiate a fair and reasonable compensation based on the pricing submitted in the offeror's proposal. If the negotiations fail to reach an agreement on a fair and reasonable compensation rate, the District reserves the right to proceed to the next highest rated proposal.

## **SECTION 9 – RANKING OF PROPOSALS AND AWARD OF CONTRACT**

### **9.00 Best Interest of the District**

The District will rank the proposal in the manner set forth within this Solicitation. However, the District reserves the right to reject any or all proposals in whole or in part based on the best interest of the District.

## **SECTION 10-STANDARD TERMS AND CONDITIONS**

### **010.00 Effective Date:**

This agreement is not effective until approved by the Fort Thomas Independent Schools Board of Education. The District's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award, shall create a valid contract between the Parties.

### **010.05 Renewals:**

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the solicitation.

### **010.10 Prices:**

Prices quoted herein are to remain firm for the period of the contract.

### **010.15 Choice of Law and Forum:**

All questions as to the execution, validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this agreement shall be filed in the Campbell County Circuit Court of the Commonwealth of Kentucky.

### **010.20 Cancellation:**

The District shall have the right to terminate and cancel this agreement at any time not to exceed thirty (30) days written notice served on the contractor.

### **010.25 Funding Out Provision:**

The District may terminate this contract if funds are not appropriated to the contracting District or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The District shall provide the contractor with thirty (30) calendar days written notice of termination of the contract.

### **010.30 Authorized to do Business in Kentucky:**

The contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State.

**010.35 Purchasing and Specifications:**

The contractor certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the District.

**010.45 Non- Discrimination:**

Discrimination (because of race, religion, color, national origin, sex, age, or disability) is prohibited. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part.

**010.50 K.O.S.H.A. Standards:**

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards.

**010.55 Penalty for Default:**

In case of default by the vendor, Fort Thomas Independent Schools will follow procedures outlined in the Board's Model Procurement Regulations regarding termination for default, after which time the Board shall procure a substitute contractor which shall operate under the remainder of the existing contract breached by the contractor and the original contractor shall be liable for any and all excess costs incurred in the procurement of the substitute contractor.

**010.60 Taxes:****KENTUCKY SALES AND/OR USE TAX**

- A. Proposers are informed that contracts of Fort Thomas Independent Schools Board of Education, located in Campbell County, Kentucky are exempt from the provisions of the Kentucky Sales and/or Use Tax. Offeror will be furnished proper tax exemption certificates upon request.
- B. All adjustments and allowances for the current sales and/or use tax shall be provided for in the quoted amount as no adjustments will be permitted and/or made after the fact.

**FEDERAL EXCISE TAX**

The Fort Thomas Independent Schools Board of Education, located in Campbell County, Kentucky is entitled to exemption from Federal Excise Tax. All proposers or contractors shall take this into consideration in their proposal.

**DEDUCTIONS FOR TAXES, WORKER'S COMPENSATION, ETC.**

- A. The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local, state and federal law.
- B. Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes.

**010.65 Utilization of Minority Vendors:**

The utilization of minority vendors and subcontractors is encouraged, wherever possible, on public contracts.

**010.70 Services Evaluation:**

If it is later established that said services fail to comply with these specifications and conditions, the contract will be canceled. This will be done only after the offeror has been furnished (in writing) concerns regarding questionable deficiencies, and the problems have not been resolved.

**010.75 Reimbursement/Costs:**

The District will not reimburse offerors for costs associated with the preparation, submission or requested clarification of any proposal.

**010.85 Model Procurement Statutes:**

Model Procurement Statutes adopted by Fort Thomas Independent Schools Board of Education shall be deemed incorporated by reference in these specifications. Fort Thomas Independent Schools function under the Model Procurement Code, Kentucky Revised Statutes 45A, which allows the school system to function by approved regulations. Copies of these regulations are available online at <http://www.lrc.ky.gov/statutes/chapter.aspx?id=37250> . It is the responsibility of the offeror to be familiar with these statutory requirements.

**010.95 Termination:**

Contracts may be terminated at any time, on 30 days' notice upon the mutual agreement of both parties, or upon the discretion of the school district, in a shorter period of time, if the terms of the contract are violated in any way.

**010.100 Access to Records:**

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.

**END OF RFP**

## **APPENDIX**

### **Attachments that must be completed, signed, and dated as part of the proposal:**

- ATTACHMENT A: Prohibition Against Conflict of Interest, Gratuities, and Kickbacks
- ATTACHMENT B: Conflict of Interest
- ATTACHMENT C: Certification of Compliance with Specifications

### **Attachments that might assist vendors with the proposal process:**

- ATTACHMENT D: Floor Plans of Johnson Elementary School

**ATTACHMENT A:**

**PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES, AND KICKBACKS**

Any employee or any official of the board of education of Fort Thomas Independent Schools, Fort Thomas, 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 Fort Thomas Independent Schools, Fort Thomas, 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 Fort Thomas Independent Schools, Fort Thomas, 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.

**I hereby certify that I have read and understand the above "Prohibition against Conflicts of Interest, Gratuities, and Kickbacks."**

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTACHMENT B:**

**CONFLICT OF INTEREST**

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 bid therefore, in which to his knowledge:

- a. He, or any member of his immediate family, has a financial interest herein: or
- b. a business or organization 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 had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of an specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky Law for any board member or employee with procurement authority, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

**I, hereby, certify that no member of my immediate family is an employee with procurement authority or board member of the Fort Thomas Independent Schools.**

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

**References: KRS 156.480  
OAG 80-32  
Model Procurement Code 45A.455**



**ATTACHMENT C:**

**CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS**

In compliance with the invitation to bid, and subject to all the conditions thereof, the undersigned hereby certifies to the Fort Thomas Independent Schools that all items and/or services included in the bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below (if none, please write "none"):

**EXCEPTIONS:**

**Company:** \_\_\_\_\_

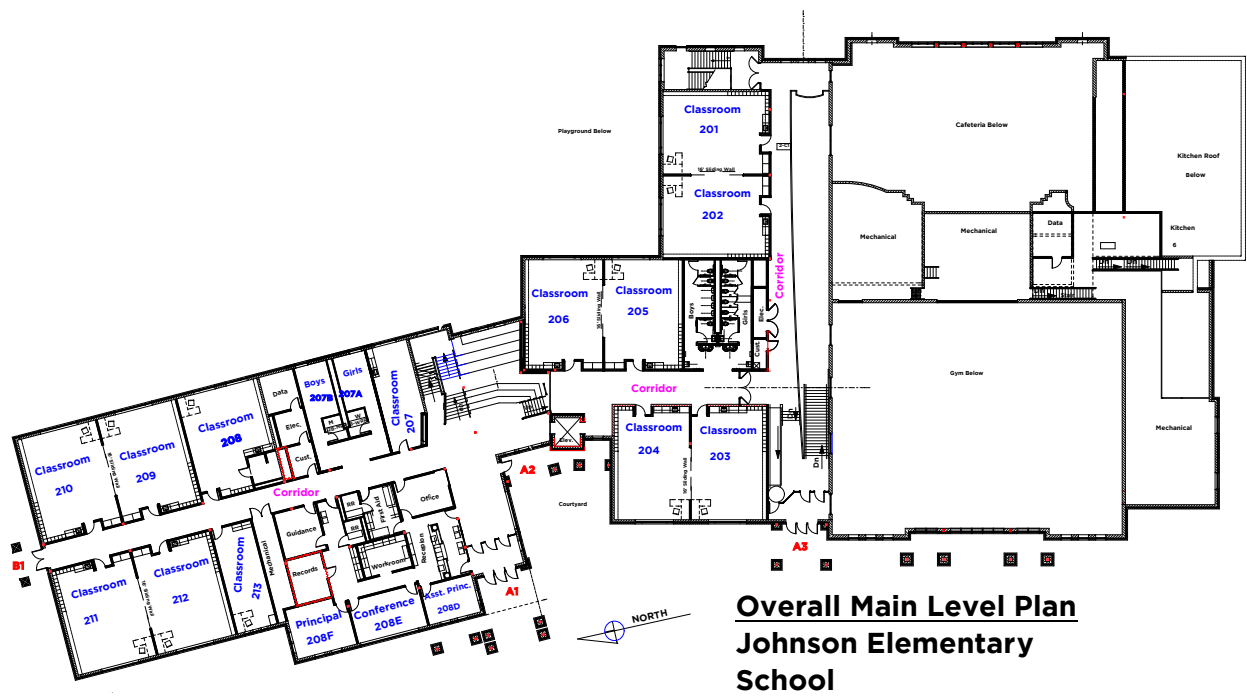
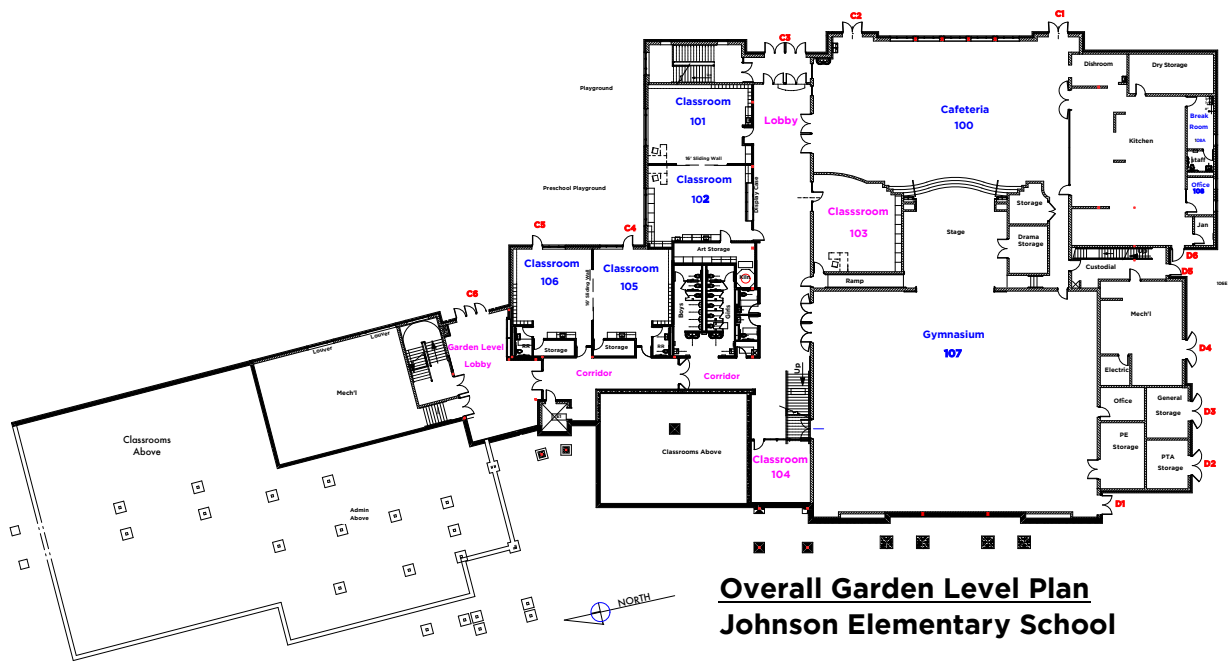
**Signed By:** \_\_\_\_\_

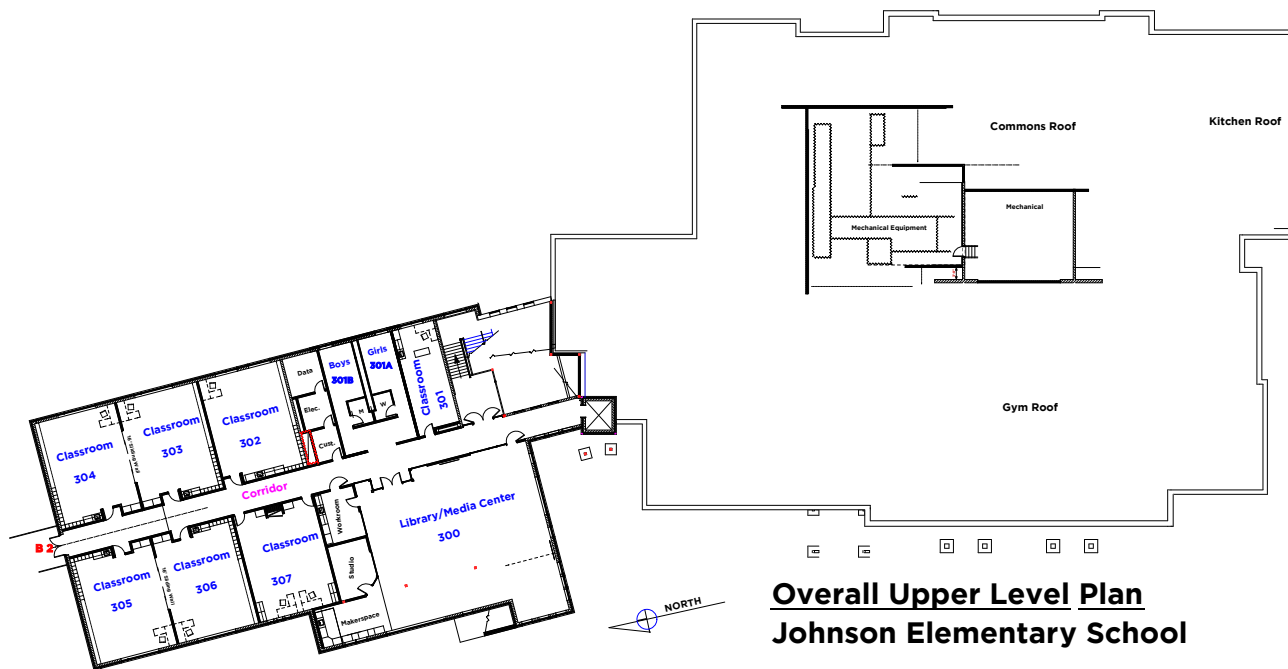
**Name (printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Johnson Floor Plans





**Overall Upper Level Plan**  
**Johnson Elementary School**