



**SCHOOL DISTRICT OF
MADISON COUNTY PUBLIC SCHOOLS
RICHMOND, KENTUCKY**

REQUEST FOR PROPOSAL

RFP # 2017-R08

**MAINTENANCE SERVICES
HVAC, ELECTRICAL, PLUMBING, GENERAL MAINTENANCE,
CONCRETE WORK, LIGHT EXCAVATING
*IMMEDIATE FILL***

PROPOSAL SUBMISSION DEADLINE: 3:00 PM, FRIDAY, JUNE 15, 2018

VENDOR PROPOSAL SUBMISSION CHECKLIST

Please ensure that you have submitted each of the following documents with your response.

THE SOLICITATION RESPONSE COVER PAGE AND PROPOSAL *MUST BE SIGNED*.

SUBMIT IN ENVELOPE OR BOX

- ATTACHMENT A (*signed*) - SOLICITATION RESPONSE COVER PAGE
- PROPOSAL (*signed*)
 - Include all required areas and the specific areas for which you are bidding.
 - BE SURE TO SIGN YOUR PROPOSAL.
- ARTICLE 47 - CERTIFICATE OF INSURANCE REQUIREMENT [Required prior to starting any work.]
- ATTACHMENT B - NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM
- ATTACHMENT C (*notarized*) - REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
- ATTACHMENT D (if applicable) (*notarized*) - RESIDENT VENDOR AFFIDAVIT

By completing and submitting the forms required to become a skilled trades contractor with MCPS, you agree that you have read and understand the full RFP, 2017-R08.

ALL CONTRACTORS SHALL COMPLETE ONE OF THE TWO SECTIONS BELOW THE “GENERAL CONDITIONS FOR ALL TRADES CONTRACTORS.” THE FIRST SECTION INDICATES THE CONTRACTOR WILL MEET THE CONDITIONS. THE SECOND SECTION INDICATES THE CONTRACTOR CANNOT MEET THE CONDITIONS.

GENERAL CONDITIONS FOR ALL TRADES CONTRACTORS

SERVICE CALLS

HOURS OF WORK - It is intended that the Contractor shall accomplish most work during normal business hours and on a straight time basis. Standard hours of work shall be Monday - Friday, 7:00 am to 5:00 pm, excluding District-observed holidays and closures, unless otherwise directed in writing by the District. All routine work will be scheduled as to minimize disruption during school hours. Work shall not be accomplished on an overtime basis unless prior approval has been obtained from the District Maintenance Department.

- Subcontracting will NOT be permitted. All workers shall be employees of the contractor.
- The Contractor shall submit for each job a Service Contractor Work Order. The work order must be signed by a District representative.
- The Contractor must check in and out with the District Maintenance Department or other authorized district employee to determine the tasks required and open a work order that specifies the work and labor force required.
- All material and debris from the work shall be removed by the Contractor. Premises shall always be left clean.
- The District Maintenance Department or other authorized district employee is expected to sign off on the work order before the contractor leaves the work site.
- Within 24 hours of completing the service, the Contractor shall notify the District that the work has been completed. If major services are required, the Contractor shall submit a detailed cost estimate to the District and obtain approval from the authorized representative prior to commencing work.

Hours worked and charged to the District shall only include the actual time extended on the job, and shall not include travel time or meal times.

EMERGENCY REPAIRS RESPONSE TIME - The contractor shall acknowledge all emergency service calls within 2 hours of the calls being placed. Response to calls from the District for emergency service is required 24 hours a day, seven days a week. Contractors must have an interactive paging or telephone answering service, or a cell phone number that is available 24 hours a day 7 days a week. Unresponsive answering machines are not acceptable. Repair personnel shall arrive at the designated job site not later than 4 hours after an authorized Madison County Public Schools employee has made notification that an emergency repair is required.

NON-EMERGENCY REPAIRS RESPONSE TIME - Repairs must commence within 3 business days of receipt of a work order initiated by the District.

NUMBER OF WORKERS - The hourly rates reflect the amount a contractor will charge per hour; not per hour, per person. Only one tradesman shall be assigned to work on a job unless the job deems it necessary

to have more than one worker. Prior permission must be received before the contractor can assign more than one worker per job, including apprentices and helpers. The District reserves the right to question whether additional personnel are warranted on a job based upon each job quote/proposal. Special attention will be given to allow for assistance when needed or when an unexpected parts acquisition is needed. However, the contractor must arrive at any routine job that he has quoted prepared with the appropriate personnel, equipment, and supplies to perform the project with minor off-site time and travel (to avoid unnecessary delays in finishing the job).

CONTRACTOR'S PERSONNEL - The Contractor shall only use trained personnel who are directly employed and supervised by the Contractor unless prior approval is obtained. The Contractor and/or any technician who perform oversight of the work shall hold a valid, applicable Kentucky License.

MATERIALS SAFETY DATA SHEETS

Contractors agree to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture when deliveries are made.

LAWS

Contractors agree to comply with all requirements and all applicable Federal, [State](#), Local, and industry laws and regulations.

PERMITS AND LICENSES

Except for Electrical work, the Contractor shall be responsible to obtain all necessary permits for work performed. This District obtains its own permits for Electrical work. Payments for permits and licenses will be based on the billed cost to the Contractor. This pay provision relates to permits and licenses that are exclusive and for one-time use for work performed under this contract.

SUB-CONTRACTING

The Contractor shall not sub-contract any portions of work without the consent of the District Maintenance Department.

EQUIPMENT RENTAL

Any equipment that is rented by the Contractor in the performance of this contract shall be authorized by the District Maintenance Department and charged to the District at the same rate as billed to the Contractor by the rental company.

INSPECTION

Madison County Public Schools reserves the right to inspect all work in progress or completed. Any omission or failure on the part of Madison County Public School's representatives to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the contractor shall do the work again to the District's satisfaction at no extra cost to the District.

If the contract documents or any laws, ordinances, or regulations of any public authority require any work to be tested or approved, the Contractor shall give the District adequate notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the proper authorities, be uncovered for examination at the Contractor's expense.

REPORTS

The Contractor shall maintain and keep current a summary report that will reflect cumulative dollar figures for items invoiced. This report shall be made available to Madison County Public Schools upon request and shall reflect cumulative dollar figures for each wage/labor category, Contractor cost, and applicable markup for parts and/or materials, and costs for authorized equipment rental.

WARRANTY OF MATERIALS AND WORKMANSHIP

Contractor shall protect all walls, floors, ceiling, and furniture from any damage. Damage to the building caused by the contractor shall be repaired or replaced at the service company's expense. All trash, dirt, and dust must be removed from the site.

All work provided under this contract shall have, as a minimum, a 1-year warranty from the date of final acceptance against any latent defects, design, materials, workmanship, and installation. All workmanship shall conform to best practices in the trade and be performed by skilled and licensed labor in the field and comply with all federal, state, and local laws and regulations

Contractor shall provide a written a 1-year warranty for installed equipment. The Contractor warrants that, unless otherwise specified, all materials and equipment, incorporated in the work under the contract shall be new and top quality and meet the contract requirements. The Contractor further warrants all workmanship shall be top quality and in accordance with the contract documents. All workmanship shall conform to best practices in the trade and be performed by skilled and licensed labor in the field and comply with all federal, state, and local laws and regulations. Work not conforming to these warranties shall be considered defective. The District will reject any unsatisfactory services and require them to be done to the District's satisfaction at no extra cost to the District.

PAYMENT

The Contractor will be paid per approved invoice. An invoice will be presented for the services performed. This invoice shall, as a minimum, identify the work that was done, where it was done, when it was done, who completed the work (and their trade skill levels), who authorized it, and the applicable work order. Additionally, it will detail the unit cost and extended cost for each wage/labor category, Contractor cost and applicable markup for parts and materials and costs, and for authorized equipment rental.

The invoice must show the labor hours and costs, the contractor cost, the mark-up of all materials used, and any other miscellaneous charges. If a permit was required, the work order must have the inspector's signature. A copy of the work order must accompany the invoice submitted for payment of the work.

The Contractor shall submit for each job an invoice listing the materials used and labor hours expended. Materials shall be invoiced at actual cost plus the contracted percentage surcharge and invoices shall show quantities and unit costs. Copies of the Contractor's own material invoices shall be made available to the District upon request. Labor shall be invoiced at the contracted hourly rates and shall include only the actual time expended on the job and *shall not include travel time and meal times*. Invoices shall be submitted within fifteen 15 days of completion of services to Madison County Schools, Accounts Payable, 301 Highland Park Drive, Richmond, KY 40475. Invoices shall be paid by the District within 30 calendar days of receipt.

ALL CONTRACTORS ARE REQUIRED TO COMPLETE ONE OF THE TWO FOLLOWING STATEMENTS.

1.

_____, is **able to and will meet** all of the above “General
[Name of Contracting Entity]
Conditions for all Trades Contractors.”

[Contractor Representative Signature] [Contractor Representative Printed Name] [Date]

(or)

2.

_____, is **not able to meet** all of the above “General Conditions
[Name of Contracting Entity]
for all Trades Contractors.” Following are exceptions we take:

[Contractor Representative Signature] [Contractor Representative Printed Name] [Date]

CONTRACTOR REQUIREMENTS - FOR ALL TRADES

All contractors must meet and indicate their conformance with the following requirements:

Licensed to perform work within the State of Kentucky and be OSHA certified ([minimum 10-hour certification](#)).

CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES _____ NO _____

Have been regularly and actively engaged in the applicable contracting business, operating under the same business name and business organization structure, and performed the type of work described in the applicable Scope of Work for a minimum of 3 years.

CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES _____ NO _____

Maintain a 24-hour, 7 days per week emergency response telephone number that is staffed by a person (cell phone is acceptable) and not just an answering machine.

CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES _____ NO _____

Carry the required amount of insurance stated in Article 47. Certification of insurance shall be provided to Madison County Public Schools prior to commencement of work and not later than 15 calendar days from notice of contract award. Insurance shall remain effective during the full term of the Contract.

CONTRACTOR TO INDICATE CONFORMANCE WITH INITIALS: YES _____ NO _____, OR WILL OBTAIN THE INSURANCE IF AWARDED A CONTRACT: _____

CONTRACTORS MUST PROVIDE 3 REFERENCES that are satisfactory to Madison County Public Schools and will serve to illustrate the ability of your firm to act as the primary conveyor to accomplish the services. References used for this purpose shall be public agencies, commercial, or industrial accounts for which your company has provided services while serving in the capacity as the primary contractor, versus a subcontractor, and has maintained a contractual work agreement for accomplishing these services for a period not less than 12 consecutive months.

Madison County Public Schools may be a reference.

REFERENCE #1

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

REFERENCE #2

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

REFERENCE #3

Organization/Business Name: _____

Organization/Business Representative Contact Name: _____

Organization/Business Address: _____

Organization/Business Email Address, if applicable: _____

Organization/Business Telephone Number: _____

TRADE #1: HEATING, VENTING, AND AIR CONDITIONING (HVAC)

SCOPE OF WORK

All work shall be performed by a licensed Master HVAC Contractor, Journeyman HVAC Mechanic, or a registered Apprentice employed by a Master HVAC Contractor and working under the direct supervision of a Master HVAC Contractor or Journeyman HVAC Mechanic.

The [Section 608 Refrigeration Recycling Rule](#)—part of the Clean Air Act in 1990—requires that all technicians performing service, maintenance, or disposal of equipment that could release refrigerants (e.g., CFCs) into the atmosphere become certified by an EPA-approved organization and pass a test.

Contractor shall provide all labor, materials, transportation, equipment, and supervision necessary for the satisfactory preventative maintenance, routine repair, and emergency repair of all heating, refrigeration, ventilation, and air conditioning systems on the Madison County Public Schools campuses.

Where and when requested, the Contractor shall inspect all HVAC equipment and systems (including, but not limited to, rooftop intake and exhaust units, motors, linkages, timers, switches, pulleys and belts) and grease, oil and clean the equipment where and when necessary. Contractor shall be responsible for all District building temperature control systems.

Contractor shall report all malfunctions or potential problems to a District authorized representative in writing as quickly as possible, but no later than 5 calendar days.

BY COMPLETING THE BELOW INFORMATION, THE HVAC CONTRACTOR AGREES THAT IT CAN AND WILL MEET THE ABOVE SCOPE OF WORK. THE CONTRACTOR SHALL ATTACH A SEPARATE PAGE NOTING ANY AREAS THAT IT CANNOT MEET.

HVAC CONTRACTOR'S BID RATES

MASTER HVAC CONTRACTOR

REGULAR WORK HOURS \$ _____/HOUR

OVERTIME WORK HOURS \$ _____/HOUR

WEEKEND/HOLIDAY HOURS \$ _____/HOUR

JOURNEYMAN HVAC MECHANIC

REGULAR WORK HOURS \$ _____/HOUR

OVERTIME WORK HOURS \$ _____/HOUR

WEEKEND/HOLIDAY HOURS \$ _____/HOUR

REGISTERED APPRENTICE

REGULAR WORK HOURS \$ _____/HOUR

OVERTIME WORK HOURS \$ _____/HOUR

WEEKEND/HOLIDAY HOURS \$ _____/HOUR

[HVAC CONTRACTOR – continued]

MATERIAL MARK-UP RATE _____ %

STANDARD RESPONSE TIME _____

EMERGENCY RESPONSE TIME _____

[The remainder of this page intentionally left blank]

TRADE #2: ELECTRICAL

SCOPE OF WORK

All work shall be performed by a licensed Master Electrician or Electrician.

When necessary, the District will obtain its own permits for jobs. The district may also purchase its own materials for electrical jobs, but please state your materials mark-up rate below in case we need you to provide them.

Where and when requested, the Contractor shall perform the following (but not limited to) services as applicable:

- Troubleshoot, install, repair, or replace light fixtures, power outlets, light ballasts, web-based lighting control systems, and outdoor building and parking lot lighting systems.
- Troubleshoot, install, repair, or replace main transformer secondary’s feeders, distribution gear, branch circuit, main and subpanels electrical panels, and circuit breakers.
- Troubleshoot, install, repair, or replace motors, VFDs, and motor starters.
- Troubleshoot, install, repair, or replace of lighting motion sensor, digital projector cabling, and wireless clock and bell systems.
- Troubleshoot, install, repair, or replace fire alarm systems.
- Troubleshoot, install, repair, or replace indoor and outdoor scoreboard systems.
- Troubleshoot, repair, and replace general electrical equipment installed in District buildings and other areas on the District properties.

Contractor shall report all malfunctions or potential problems to a District authorized representative in writing as quickly as possible, but no later than 5 calendar days.

BY COMPLETING THE BELOW INFORMATION, THE ELECTRICAL CONTRACTOR AGREES THAT IT CAN AND WILL MEET THE ABOVE SCOPE OF WORK. THE CONTRACTOR SHALL ATTACH A SEPARATE PAGE NOTING ANY AREAS THAT IT CANNOT MEET.

ELECTRICAL CONTRACTOR’S BID RATES

MASTER ELECTRICIAN

REGULAR WORK HOURS \$ _____/HOUR

OVERTIME WORK HOURS \$ _____/HOUR

WEEKEND/HOLIDAY HOURS \$ _____/HOUR

ELECTRICIAN

REGULAR WORK HOURS \$ _____/HOUR

OVERTIME WORK HOURS \$ _____/HOUR

WEEKEND/HOLIDAY HOURS \$ _____/HOUR

MATERIAL MARK-UP RATE _____%

STANDARD RESPONSE TIME _____

EMERGENCY RESPONSE TIME _____

TRADE #3: PLUMBING

SCOPE OF WORK

All work shall be performed by a Master Plumber or Journeyman Plumber.

The work may include, but is not limited to, repair and replacement of all plumbing equipment, repair and replacement of water and gas piping systems, installation of kitchen equipment, water fountains, boilers, disposals, and similar related plumbing work at various locations throughout the District. Projects will typically be limited in size and scope of work required. It shall be the responsibility of the vendor to supply all necessary tools and equipment to perform the work.

Contractor shall report all malfunctions or potential problems to a District authorized representative in writing as quickly as possible, but no later than 5 calendar days.

BY COMPLETING THE BELOW INFORMATION, THE PLUMBING CONTRACTOR AGREES THAT IT CAN AND WILL MEET THE ABOVE SCOPE OF WORK. THE CONTRACTOR SHALL ATTACH A SEPARATE PAGE NOTING ANY AREAS THAT IT CANNOT MEET.

PLUMBING CONTRACTOR'S BID RATES

MASTER PLUMBER

REGULAR WORK HOURS \$ _____/HOUR
OVERTIME WORK HOURS \$ _____/HOUR
WEEKEND/HOLIDAY HOURS \$ _____/HOUR

JOURNEYMAN PLUMBER

REGULAR WORK HOURS \$ _____/HOUR
OVERTIME WORK HOURS \$ _____/HOUR
WEEKEND/HOLIDAY HOURS \$ _____/HOUR

APPRENTICE PLUMBER

REGULAR WORK HOURS \$ _____/HOUR
OVERTIME WORK HOURS \$ _____/HOUR
WEEKEND/HOLIDAY HOURS \$ _____/HOUR

MATERIAL MARK-UP RATE _____%

STANDARD RESPONSE TIME _____

EMERGENCY RESPONSE TIME _____

TRADE #4: GENERAL MAINTENANCE

SCOPE OF WORK

General maintenance and repairs may include services from any available trades or any combination of trades, such as, carpentry, masonry, concrete, steel fabrication, flooring, carpeting, drywall, glazing, roofing, welding, painting, and specialties (which may include, pre-finished manufactured items, bulletin/whiteboards, signs, partitions, shelving, directory boards, mailboxes and display cases).

Contractor shall report all malfunctions or potential problems to a District authorized representative in writing as quickly as possible, but no later than 5 calendar days.

BY COMPLETING THE BELOW INFORMATION, THE GENERAL MAINTENANCE CONTRACTOR AGREES THAT IT CAN AND WILL MEET THE ABOVE SCOPE OF WORK. THE CONTRACTOR SHALL ATTACH A SEPARATE PAGE NOTING ANY AREAS THAT IT CANNOT MEET.

GENERAL MAINTENANCE CONTRACTOR'S BID RATES

REGULAR WORK HOURS \$ _____/HOUR

OVERTIME WORK HOURS \$ _____/HOUR

WEEKEND/HOLIDAY HOURS \$ _____/HOUR

MATERIAL MARK-UP RATE _____%

STANDARD RESPONSE TIME _____

EMERGENCY RESPONSE TIME _____

TRADE #5: CONCRETE WORK

SCOPE OF WORK

All work shall be performed by a licensed and insured contractor. Contractor must provide its own equipment.

Concrete work involves small projects such as sidewalks, steps, patching, etc. Prices are bid per finished square foot. This includes prep, forming, pouring, finishing, and clean-up.

This is not intended to be for large projects. Those will be bid individually.

Contractor shall report all malfunctions or potential problems to a District authorized representative in writing as quickly as possible, but no later than 5 calendar days.

BY COMPLETING THE BELOW INFORMATION, THE CONCRETE CONTRACTOR AGREES THAT IT CAN AND WILL MEET THE ABOVE SCOPE OF WORK. THE CONTRACTOR SHALL ATTACH A SEPARATE PAGE NOTING ANY AREAS THAT IT CANNOT MEET.

CONCRETE CONTRACTOR'S BID RATES

PRICE PER FINISHED SQUARE FOOT \$ _____

STANDARD RESPONSE TIME _____

EMERGENCY RESPONSE TIME _____

This is part of your PROPOSAL. See ARTICLE 5, PROPOSAL, for instructions on how to package and submit this information.

TRADE #6: LIGHT EXCAVATING

SCOPE OF WORK

All work shall be performed by a licensed and insured contractor. Contractor must provide its own equipment.

Light excavating may be needed to prepare areas for small construction projects and/or for preparing areas for other contractors to perform services after.

Contractor shall report all malfunctions or potential problems to a District authorized representative in writing as quickly as possible, but no later than 5 calendar days.

BY COMPLETING THE BELOW INFORMATION, THE LIGHT EXCAVATING CONTRACTOR AGREES THAT IT CAN AND WILL MEET THE ABOVE SCOPE OF WORK. THE CONTRACTOR SHALL ATTACH A SEPARATE PAGE NOTING ANY AREAS THAT IT CANNOT MEET.

GENERAL MAINTENANCE CONTRACTOR'S BID RATES

REGULAR WORK HOURS \$ _____/HOUR

OVERTIME WORK HOURS \$ _____/HOUR

WEEKEND/HOLIDAY HOURS \$ _____/HOUR

STANDARD RESPONSE TIME _____

EMERGENCY RESPONSE TIME _____

This is part of your PROPOSAL. See ARTICLE 5, PROPOSAL, for instructions on how to package and submit this information.

ARTICLE 47 - CERTIFICATE OF INSURANCE REQUIREMENT

Contractors must submit this proof of insurance to the District office noted below prior to starting any work. Failure to do this may result in disqualification for current and future work with the District. Additionally, failure to provide this proof of insurance prior to starting work may result in the District withholding payment to the Contractor.

The contractor shall furnish a certificate of insurance in accordance with the requirements set forth below. The contractor agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to Madison County Public Schools. The certificate of insurance shall name the Board of Education of Madison County as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:

Board of Education of Madison County
Attn: Insurance/Real Estate Department
301 Highland Park Drive
Richmond, KY 40475

CONTRACTOR’S LIABILITY INSURANCE

The insurance required shall be written for not less than the following limits or greater if required by law:

1. Worker’s Compensation:
 - a. State Statutory
 - b. Applicable Federal (e.g. Longshoreman’s) Statutory
 - c. Employer’s Liability \$100,000.00
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor’s Protection; Product Liability and Completed Operations; Broad Form Property Damage):
 - a. General Aggregate (Except Products-Completed Operations) \$2,000,000.00
 - b. Products-Completed Operations Aggregate \$1,000,000.00
 - c. Personal/Advertising Injury (Per Person/Organization) \$1,000,000.00
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00
 - e. Limit per Person Medical Expense \$5,000.00
 - f. Exclusions of Property in Contractor’s Care, Custody or Control will be eliminated.
 - g. Property Damage Liability Insurance will provide coverage for explosion, collapse and underground damage.
3. Contractual Liability:
 - a. General Aggregate \$2,000,000.00
 - b. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00
4. Automobile Liability (Commercial Vehicles):
 - a. Bodily Injury (combined single limit) \$20,000.00
 - b. Property Damage (combined single limit) \$1,000,000.00
 - c. Commercial Buses \$10,000,000.00
5. Professional Liability (for architectural or construction management services):
 - a. Per Occurrence \$1,000,000.00
 - b. Annual Aggregate \$2,000,000.00
6. Cyber Insurance (if contractual requirement exists): \$5,000,000.00

ATTACHMENT A

SOLICITATION RESPONSE COVER PAGE

RFP # 2017-R08
Maintenance Services

Issued by:
Madison County Public Schools
301 Highland Park Drive
Richmond, KY 40475

Date RFP Issued: 6/26/2017
Date/Time RFP closes: 6/15/18 at 3:00 pm (EDT)

VENDOR TO COMPLETE THE FOLLOWING:

Ownership type:

_____ Sole Proprietorship	Social Security Number _____
(or)	
_____ Partnership	FEIN # _____
(or)	
_____ Corporation	FEIN # _____

Vendor Name: _____

Physical Address:

Remit Payments to:

Vendor Contact: _____

Contact Telephone: _____

Contact Email: _____

Signature [REQUIRED]

Date

ATTACHMENT B

NON-DISCRIMINATION / MINORITY-OWNED BUSINESS FORM

IT IS IMPORTANT THAT YOU RESPOND TO THIS INQUIRY

The Madison County Board of Education needs confirmation from your company of your compliance and/or intent to comply with the Federal, State, Local, and Board regulations to Non-Discrimination on any and all contracts awarded by the Board of Education.

Please answer the following:

Is your company complying with Federal regulations relating to Non-Discrimination?

Circle one YES NO

Is your company a minority-owned business?

Circle one YES NO

ATTACHMENT C

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
APPLIES TO SOLICITATIONS AND CONTRACTS FOR SERVICES
[KRS 45A.395]**

Solicitation/Contract #: RFP 2017-R08

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, are aware of the requirements of Executive Order 2015-370 and will pay all workers working on or in connection with any contract awarded a minimum of \$10.10 per hour for all regular, hourly employees and a minimum of \$4.90 per hour for all tipped employees for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
 - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

ATTACHMENT D

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

If claiming Kentucky residency status this completed form must be NOTARIZED and submitted with the Offeror's proposal.

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.

Madison County Public Schools 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 Company Name

of _____ this _____ day of _____, 20_____

Notary Public My Commission Expires: _____
[seal of notary]