



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

Issue Paper

DATE:

May 27, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve awarding the Bus Tires Bid to Best One Tire & Service of Mid America, Bob Sumerel Tire Company and S&S Tire Commercial Division as indicated on the attached tabulation from July 1, 2022, through June 30, 2023.

APPLICABLE BOARD POLICY:

Fiscal Management 04.32 AP.1

HISTORY/BACKGROUND:

An advertisement was posted on the District website on April 6, 2022, to accept sealed bids for the Bus Tires. Sealed Bids were publicly opened and read on April 27, 2022, at 2:00 PM.

FISCAL/BUDGETARY IMPACT:

None.

RECOMMENDATION:

Approval to award the Bus Tires Bid to Best One Tire & Service of Mid America, Bob Sumerel Tire Company and S&S Tire Commercial Division as indicated on the attached tabulation from July 1, 2022, through June 30, 2023.

CONTACT PERSON:

Cinda Roberts, Purchasing Agent

A handwritten signature in blue ink that reads "Cinda Roberts".

Principal/Administrator

A handwritten signature in blue ink that reads "David Lloyd".

District Administrator

A handwritten signature in blue ink, appearing to be "J. A. Smith".

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.

KENTON COUNTY BOARD OF EDUCATION
BUS TIRES 2022-2023

		BEST ONE TIRES					BOB SUMEREL TIRE COMPANY					S&S TIRE COMMERCIAL DIVISION					NOTES
TIRE SIZE	RANGE	NEW HIGHWAY TREAD				RECAP TIRE HWY TREAD	NEW HIGHWAY TREAD				RECAP TIRE HWY TREAD	NEW HIGHWAY TREAD				RECAP TIRE HWY TREAD	
		GOODYEAR	CONTINENTAL GENERAL	BRIDGESTONE FIRESTONE	MICHELIN		GOODYEAR	CONTINENTAL GENERAL	BRIDGESTONE FIRESTONE	MICHELIN		GOODYEAR	CONTINENTAL GENERAL	BRIDGESTONE FIRESTONE	MICHELIN		
LT265/75R16	D			\$ 126.87				\$ 134.00					\$ 145.19				
LT245/75R16	E			\$ 114.60				\$ 125.00					\$ 114.60			TIE BREAKER	
LT235/85R16	E			\$ 112.45				\$ 129.00					\$ 112.45			TIE BREAKER	
LT225/75R16 Firestone Transforce or approved equal	G			\$ 129.17				\$ 120.00					\$ 129.17				
275/80R22.5 XZE MICHELIN OR APPROVED EQUAL	H						\$451.59							\$ 144.21			
295/75R22.5 G399 OR F5591 OR BRIDGESTONE R280	H			\$ 303.00		\$146.00		\$ 289.00					\$ 323.40				
235/65/16 FIRESTONE, GOODYEAR, OR ANY PRIOR APPROVED EQUAL	E			\$ 141.60				\$ 126.00					\$ 141.60				
P225/60R18 Eagle RSA or any approved equal	SL			\$ 122.14				\$ 199.00					\$ 105.91			THE LOW BIDDER, S&S TIRE, BID A TIRE THAT IS NOT SPEED RATED FOR POLICE VEHICLES,	
TYPE OF SERVICE		RATE		EXCEPTIONS			RATE		EXCEPTIONS			RATE		EXCEPTIONS			
RIM PAINTING (sand blast, primer coat, baked on enamel paint)			\$26.00					\$32.00					\$25.00				
8.25 x 22.5 ACCURIDE, two (2) hole new rim-powder-coated black paint			\$149.00					\$115.00					\$174.80				
8.25 x 22.5 ACCURIDE, five (5) hole new rim-powder-coated black paint			\$149.00					\$115.00					\$174.80				
INSTALL NEW VALVE STEM (Myers 23-153) all rims determined to scrap due to condition will be returned to KCSD for disposition			\$0.00					\$0.00					\$5.00				
REMOVAL OF SCRAP TIRES - scrap tire removal shall be done in compliance with all State and Federal / EPA Guidelines			\$8.00					\$10.00					\$6.00				
MOUNTING OF NEW TIRES - Commercial Bus			\$7.50					\$8.00					\$12.00				
MOUNTING OF NEW TIRES - Light Truck			\$7.50					\$8.00					\$6.00				
MOUNTING OF RECAP TIRES - Commercial Bus			\$7.50					\$8.00					\$12.00				
MOUNTING OF RECAP TIRES - Light Truck			\$7.50					\$8.00					\$6.00				
DISMOUNTING OF TIRES - Commercial / Bus			\$7.50					\$8.00					\$12.00				
DISMOUNTING OF TIRES - Light Truck			\$7.50					\$8.00					\$6.00				
NEW VALVE STEM (Myers 23-153 - part only)			\$3.95					\$4.00					\$5.00				
ADDED COST OF TIRE MOUNTING WHEN REPLACING NEW VALVE STEM			\$0.00					\$0.00					\$0.00				

**KENTON COUNTY BOARD OF EDUCATION
BUS TIRES 2022-2023**




	BEST ONE TIRES			BOB SUMEREL TIRE COMPANY			S&S TIRE COMMERCIAL DIVISION			NOTES
BALANCING FOR LIGHT TRUCKS, VANS AND POLICE VEHICLES		\$15.00			\$15.00			\$16.00		
ALIGNMENT FOR LIGHT TRUCKS, VANS AND POLICE VEHICLES		\$99.00			N/A			N/A		
LABOR (for items not listed above)		\$75.00			\$70.00			\$75.00		
STORE DISCOUNT	0%			0%			0%			

Recommendation: The Kenton County Board of Education award the contract as indicated in highlighted cells.

BUS TIRE TIE BREAKERS 5/9/2022

TIRE SIZE	RANGE	BEST ONE	S&S	WINNER
		BRIDGESTONE FIRESTONE - T	BRIDGESTONE FIRESTONE - H	
LT245/75R16	E	\$ 114.60	\$ 114.60	Best One
LT235/85R16	E	\$ 112.45	\$ 112.45	S + S

WITNESSES:



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

THE KENTON COUNTY SCHOOL DISTRICT

Bid Documents

BUS TIRES

Prepared by:
CINDA ROBERTS
Purchasing Agent
Kenton County Board Of Education

TABLE OF CONTENTS

<u>#</u>	<u>Section</u>	<u>Page</u>
I.	Title Page	1
II.	Table of Contents	2
III.	Invitation to Bid	3
IV.	Prohibition against Conflict of Interest, Gratuities, & Kickbacks	4
V.	General Instructions and Conditions	5-11
VI.	Special Conditions and Specifications	12-14
VII.	Kentucky Minimum Specifications for School Buses	15-20
VIII.	Bid Form <u>(RETURN THESE PAGES)</u>	21-23
IX.	Conflict of Interest Form <u>(RETURN THIS PAGE)</u>	24
X.	Required Affidavit for Bidders, Offerors..... <u>(RETURN THIS PAGE)</u>	25

INVITATION TO BID

BOARD OF EDUCATION OF KENTON COUNTY, KENTUCKY EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

1055 Eaton Drive
Fort Wright, Kentucky 41017
859/344-8888
859/344-1531 (fax #)

BUS TIRES (Bid #27-TI-22)

The Board of Education of Kenton County, Kentucky (hereinafter called The 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.**

DELIVERY OF BID

Bids shall be mailed or delivered in a sealed envelope marked "BUS TIRES" in the lower left corner to:

Kenton County Board of Education
ATTN: Cinda Roberts, Purchasing Agent
1055 Eaton Dr.
Ft. Wright, KY 41017

Bids may also be emailed with "BUS TIRES" in the subject line to:

kenton.purchasing@kenton.kyschools.us

Copies of this invitation may be obtained at:

<https://www.kenton.kyschools.us/Content2/302>.

PERIOD OF CONTRACT

The period of the contract will be from July 1, 2022, June 30, 2023.

TIME OF BID OPENING

Bids will be opened at 2:00 p.m. on Wednesday, April 27, 2022. All bids must be received by the time designated in this invitation and none will be considered thereafter. **Failure to have bid in official bid box 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 result of failure of the mails to deliver bids on time.

LOCATION OF BID OPENING

Bids will be opened and read in the bid department at the Kenton County Board of Education. You are invited to view the bid opening via Google Meets. Bidders wanting to witness the bid opening should e-mail Cinda Roberts at cinda.roberts@kenton.kyschools.us two (2) hours prior to the bid opening to request a Google Meets invitation.

BID AWARD

Bids shall be awarded at the Board meeting held on June 6, 2022.

Contract(s) may be awarded to the lowest and/or the best evaluated bidder(s) meeting all specifications, all conditions and all other provisions of this Invitation to Bid. Contracts may be awarded on a per item, group or total basis; whichever is deemed to be in the best interest of The Board of Education.

"PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS"

45A.455 CONFLICT OF INTEREST – GRATUITIES AND KICKBACKS

1. It shall be breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:
 - a. He or any member of his immediate family has a financial interest therein; or
 - b. A business or organization in which he or any member of his, or employee, is a party; or
 - c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated person gain of any other person

"STATEMENT PURSUANT TO KRS 45A.990"

45A.990 PENALTIES

1. Any employee or any official of The Board of Education of Kenton County, Kentucky, elective, or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to The Board of Education of Kenton County, Kentucky shall be deemed guilty of a Class C felony.
2. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of The Board of Education of Kenton County, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a Class C felony.

NOTE: THIS PROHIBITION AGAINST CONFLICT OF INTEREST AND GRATUITIES AND KICKBACKS SHALL BE CONSPICUOUSLY SET FORTH IN EVERY LOCAL PUBLIC AGENCY WRITTEN CONTRACT AND SOLICITATION THEREFOR.

GENERAL BID INSTRUCTIONS AND CONDITIONS
(PLEASE READ CAREFULLY)

A. ACCEPTANCE OF BIDS

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

B. BID DOCUMENTS

Bid forms are provided with this "Invitation to Bid". All Proposals shall be submitted on the "Bid Form".

C. SPECIFICATIONS

Specifications are attached and are a part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Purchasing Agent after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular bid form.

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

D. KENTUCKY MODEL PROCUREMENT CODE (KRS CHAPTER 45A)

The Kentucky Model Procurement Code (KRS 45A) adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation to bid and the Model Procurement Code Regulations, the Kentucky Model Procurement Code Regulations shall control.

E. PERFORMANCE BOND

The Board of Education reserves the right to determine the ability of any bidder to perform the work and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

F. 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, riot or other civil unrest, government order or 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.

G. PENALTIES

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

H. TAXES

Kenton County School's tax exempt status applies in accordance with revenue policy 51P370 P370 revised 060183 and in accordance with 103 KAR 26:070. A state sales tax exempt certificate upon request shall be provided to the awarded bidder.

I. PRODUCT EVALUATION

Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with these specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the Educational and Business Staff of the Board of Education.

J. BRAND NAMES

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

K. NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

The Seller shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, 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 place notices setting forth the provisions of the Equal Opportunity clause.

The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller state that all qualified applications shall receive consideration for employment with regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

L. DELIVERY

The Contractor agrees to furnish and deliver the items within the terms of the contract as the Purchasing Agent may prescribe.

All costs for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices.

If during the period of the contract, it is necessary that the Purchasing Agent place toll or long distance telephone calls in connection therewith (for complaints, adjustment, shortages, failures to deliver, etc.) it is understood that the vendor will bear the charge of expense for all such calls.

M. SAMPLES AND/OR DESCRIPTIVE LITERATURE

Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for bid opening. Failure to furnish samples may disqualify any bid.

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as shown in the invitation to bid. Samples are to be mailed or delivered to CINDA ROBERTS, Purchasing Agent, Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, Kentucky 41017.

If samples are required, and they are not claimed, the samples will become the property of the Board of Education.

All samples are to be furnished without cost to the Board of Education with the right reserved to mutilate, consume or destroy such samples if considered necessary for testing purposes.

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

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupations & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 190.1200 of the Occupational Safety & Health Administration.

O. BIDS

Businesses that fail to respond to invitations for bid or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.

The Purchasing Department will make tabulations and each qualified bidder will be mailed a formal tabulation after the Board of Education has taken official action. The Board of Education meetings are normally held on the first Monday of each month. Bidders are requested not to call the Purchasing Office for a tabulation of the bids.

Any bids received after scheduled time of opening will be returned unopened to the bidder.

Each bid must be in a separate sealed envelope with the bid name appearing in the lower left-hand corner of the envelope.

No bid can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of bidders in the creation of their bids. Any bids received unsigned shall be rejected.

All regular bids must be submitted in accordance with specifications on the bid form supplied with this invitation. The submission of a bid on the bid form certifies that the product meets any and all specifications except as noted on such form.

P. PRICES

All prices quoted by the various bidders must be firm for a maximum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices shall then be firm for the time period that is indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out with correction inserted adjacent thereto and initialed by person signing the bid. Also, corrections made with correction tape or fluid are to be initialed.

Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

Q. OR EQUAL CLAUSE

Whenever, in any of the contract documents, an article, materials or equipment are described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as an indication of the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

R. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this invitation to bid, if; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board of Education that the bidder can actually supply products which conform to all material requirements of this invitation to bid.

NOTE: Descriptive literature and/or manufacturer's specifications should not be submitted unless expressly requested.

S. SUBSTITUTIONS:

If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from Cinda Roberts, Purchasing Agent.

T. REQUIREMENTS

All deliveries must be complete within four (4) days from receipt of purchase order unless otherwise stated in the bid specifications and conditions. The vendor must furnish invoices as follows:

One (1) copy to the warehouse with material at time of delivery

Two (2) copies of invoice (original and one copy) to the Accounts Payable Department along with a signed delivery receipt as proof of delivery.

No more than one (1) back order or partial delivery may be allowed on these items, unless otherwise stated herein. Ship complete within ten (10) days or cancel.

All deliveries must be made to the location indicated on the purchase order and signed for by a responsible Board Official. Signatures of custodial or maintenance personnel are not acceptable.

All invoices must show the purchase order number, date of delivery, name of location and list of items delivered by item name.

U. OTHER CONDITIONS

All blanks and information requested are to be completed on the Bid Form in order to qualify your bid.

The Board of Education reserves the right to make multiple awards to two or more companies on the same item where more than one standard of quality is desired.

Do not bid any special groupings other than those listed herein.

V. HOLD HARMLESS

Vendor agrees to indemnify and save The Kenton County School District harmless from claims for death or injury to Vendor's personnel arising while such personnel are on premises owned or controlled by The Kenton County School District in connection with the performance of this order, and Vendor shall maintain Worker's Compensation Insurance and Employees Liability Insurance in the minimum amount of one hundred thousand (\$100,000) dollars (unless otherwise specified within contract) covering all such personnel while on Kenton County School's premises.

W. CRIMINAL HISTORY VERIFICATION

The successful bidder certifies that a criminal history background check has been performed on all employees that may come into contact with Kenton County Schools Students. Please note that any employees with the following offenses will not be permitted to have any contact with our students: Sex-related offense convictions; Convictions against minors; Felony offense convictions against persons or property; Alcohol violation convictions within two (2) years from date of check, and no more than two (2) such offense convictions in total; Drug related offense convictions; Deadly weapon-related offense convictions; A pattern of irresponsible behavior, based upon the background check.

X. GOVERNING LAW

The validity, performance, construction, interpretation and effect of any/all purchases shall be governed by the laws of the State of Kentucky. The Kenton County School District operates within Kentucky Model Procurement Code Chapter 45A which applies to any/all purchases. The Kenton County School District and the Vendor shall agree to submit themselves to the exclusive jurisdiction of the courts located within Kenton County, Kentucky in connection with any cause of action arising from any/all purchases.

Y. LEGAL AND CONTRACTUAL REMEDIES

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation of an award of a contract may protest to the Purchasing Agent or the Superintendent, as the case shall require. The protest shall be submitted in writing, within fourteen (14) days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Either the Purchasing Agent or the Superintendent, as the case may require, shall have the authority to settle and resolve a protest of any aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract. The authority shall be exercised in accordance with these regulations and may be supplemented by regulations promulgated by the respective designee's office.

If the protest is not resolved by mutual agreement, either the Purchasing Agent or the Superintendent shall promptly issue a decision in writing. The decision shall state the reason for the action taken, and inform the protestant of its right to administrative review.

A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. A decision shall be final and conclusive, unless modified pursuant to these regulations. In the event of a timely protest, the Board shall not proceed further with the solicitation or with the award of the contract until the Purchasing Agent and the Superintendent enter into consultation, and thereafter make a written determination that the award of the contract, without delay, is necessary to protect the substantial interest of the Board. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including the bid preparation costs, other than attorney's fees or profit.

The decision of the Superintendent or his designee shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or clearly arbitrary and capricious or contrary to law.

Z. CORRECTIVE ACTION REQUEST (C.A.R.)

In the event that an incident may occur with a contracted vendor which is deemed to be unacceptable, The Kenton County School District may issue a Corrective Action Request (C.A.R.) to the vendor. Please refer to this policy on page 8 of

Purchasing Procedures and Guidelines as published on the Kenton County Board of Education's website: <http://kenton.schoolpointesites.com/userfiles/909/file/Purchasing%20Procedures%202009.pdf>.

AA. RECIPROCAL PREFERENCE

In accordance with 200 KAR 5:400 **ALL BIDDERS** must complete the attached "**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS**" and include this completed form with the bid submittal. If the non-resident bidder is from a state which gives a preference to its own resident bidders/vendors, but not to Kentucky vendors the Kentucky resident bidder gets a preference on the Kentucky bid opportunity equivalent to the preference given in the non-resident bidder's home state to that state's resident bidder.

BB. I.R.S. W-9 FORM

All Awarded Bidders as a result of this Invitation to Bid shall submit a completed IRS W-9 Form within ten (10) business days of the Bid Award Notification.

CC. Corrective Action Request (C.A.R.)

When an incident occurs with a contracted vendor that The Kenton County School District deems unacceptable, The Kenton County School District may issue a Corrective Action Request (C.A.R.) to the vendor.

The procedure is as follows:

1. The Kenton County School District's Purchasing Department will issue a written C.A.R. to the vendor in question detailing the incident, problem, and/or issue(s) relating to the contract. This letter may be sent to vendor via certified mail.
2. The vendor may have up to two (2) weeks from the date of issue to respond to Kenton County Schools in writing.
3. The Kenton County Purchasing Department will review the vendor's response, evaluate it, and determine whether or not the proposed solution is suitable to Kenton County Schools.
4. Once the written response received from the vendor is deemed suitable by Kenton County Schools' Purchasing Department, Kenton County Schools will issue a C.A.R. - Response detailing the action proposed by the vendor and agreed upon by Kenton County Schools.
5. If Kenton County Schools' Purchasing Department does not receive a response from the vendor, the contract shall be dissolved and considered null and void. In addition, the Bidder may not bid on future contracts for three (3) years.
6. If the written response received from the vendor is deemed unsuitable by Kenton County Schools' Purchasing Department, Kenton County Schools will issue a C.A.R. - Response defining what action will be taken. Kenton County Schools may revoke the contract and refuse potential bids from the vendor until such a time is deemed suitable by Kenton County Schools.

DD. CLEAN AIR / CLEAN WATER: For contracts and sub-grants of amounts in excess of \$150,000, your contract must include a clause requiring the contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-.7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

o The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

o The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

EE. SUSPENSION AND DEBARMENT: Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required.

The Contractor understands that a contract award (see 2 CUR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

*The certification in this clause is a material representation of fact relied upon by **The Kenton County School District**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **The Kenton County School District**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CER 180 .220 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

FF. LOBBYING: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The following clause is suggested, but not mandatory.

The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to **The Kenton County School District**.

GG. BUY AMERICAN. The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1160(n)), requiring school food authorities (SFA5) to purchase, to the maximum extent practicable, domestic commodity or product.

○ “Domestic Commodity or Producer are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

“Substantial” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:

1. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
2. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

ALL products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior, written approval of the Food Service Director, will be rejected.

Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

HH. COST REIMBURSABLE CONTRACTS

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.

○ Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

- The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);

or

The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

- The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;
- The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and
- The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
- Prohibited expenditures. No expenditure may be made from the nonprofit school food service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

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

**KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID
SPECIAL CONDITIONS**

AWARDING OF CONTRACT

Contract(s) may be awarded to the lowest and/or the best evaluated bidder(s) meeting all specifications, all conditions and all other provisions of this Invitation to Bid. Contracts may be awarded on a per item basis, group basis or on a total basis; whichever is deemed to be in the best interest of the Kenton County Board of Education. The Board of Education has the right to reject any and all bids if it is deemed to be in the best interest of The Kenton County School District. In an attempt to minimize orders under \$50.00, vendors who are the low bidder on a few items with little chance of obtaining this dollar threshold will not be selected. **Awarding of this bid in no way guarantees the purchase of any items. The Board of Education also reserves the right to bid specific item(s), or purchase specific items from other suppliers, in the event that a lower price is found.**

PERIOD OF CONTRACT

The period of the contract will be from **July 1, 2022, through June 30, 2023.**

TECHNICAL SPECIFICATIONS

Technical specifications are attached for various item(s) to indicate quality of merchandise requested and not to restrict bids on equal or better quality item(s). Low prices will not be the only criterion for awarding bid(s), as each item shall be subject to evaluation and/or usage test prior to the awarding of the bid(s) and for the duration of the contract on any item. The Kenton County School District may postpone the awarding of the contract in the event that additional time is needed to declare a proposed bid item acceptable. At the request of Kenton County Schools, a sample shall be provided at no charge to the District to perform any necessary evaluations.

DESCRIPTIVE LITERATURE

Descriptive literature is to be furnished for all "OR EQUAL" item(s) with which bids are submitted. Bidder must attach descriptive literature provided detailed information about each "OR EQUAL" item so that it can be fully determined if the unit is truly a direct substitution. In the event that the required literature has not been provided, the bid will be rejected on the basis that no descriptive literature was provided as required by the bid specifications. All brand names will be considered if the brand bid matches the minimum specifications.

DELIVERY LOCATION

The items listed herein will be delivered (F.O.B. Destination) to The Kenton County School District Bus Garage, 11094 Madison Pike, Independence, Kentucky 41051, between 8:00 a.m. – 4:00 p.m. (A secondary Bus Garage has been added in Crescent Springs, KY. Deliveries may be made there.)

IMPORTANT: DO NOT BID IF YOU CANNOT MEET DELIVERY REQUIREMENTS OF SMALL INDIVIDUAL DELIVERIES TO EACH LOCATION.

Deliveries shall be made within 3-4 days of receiving the Purchase Order. No more than one (1) backorder of partial delivery will be allowed on these item(s). Ship complete within ten (10) business days.

The successful bidder/bidders shall provide the appropriate equipment and personnel necessary to unload items at the receiving point. (Unloading means to remove from the delivery vehicle and place in building)

NO SHIPMENTS ARE TO BE MADE AGAINST THE CONTRACT. ORDERS WILL BE PLACED. In no case shall deliveries be made to any location without a purchase order number and prior approval of the Purchasing Department. IMPORTANT: DO NOT BID if you cannot meet all of the conditions and specifications listed in this Invitation to Bid.

**KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID
SPECIAL CONDITIONS**

QUANTITIES

Quantities listed are intended to serve as an estimate and cannot be guaranteed: therefore, orders will be placed on an "as needed" basis for the duration of the contract period.

SUBSTITUTIONS

If during the period of the contract, a vendor finds it necessary to make substitutions, they shall request, in writing via email, approval from Cinda Roberts, Purchasing Agent, cinda.roberts@kenton.kyschools.us. Failure to obtain the necessary approval for substitutions shall result in a corrective Action Request by The Kenton County School District. Proposed substitutions shall **NOT** result in increased pricing to The District.

FIRM PRICES

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

REQUIREMENTS

Vendors shall furnish packing slips and invoices as follows:

- One (1) packing slip to the location with material at the time of delivery
- For Board Purchase Orders, two (2) copies of the invoice (original and one copy) to the Accounts Payable Department, Kenton County Board of Education, 1055 Eaton Drive Fort Wright, Kentucky 41017 or emailed (preferred method): accounts.payable@kenton.kyschools.us.
- No more than one (1) backorder or partial delivery will be allowed on these item(s).
- All deliveries must be made to the location indicated on the on the purchase order and signed for by a responsible board official.
- All invoices must show the **purchase order number, date of delivery, name of location, and list of item(s) delivered by item name.**

OTHER CONDITIONS

1. ALL blanks and information requested are to be completed on the bid form in order to qualify your bid. If a bidder wishes to not bid on a certain item, "No Bid" shall be listed in the Unit Price" and "Total" columns; failure to do so may result in the rejection of the bid.
2. The Kenton County Board of Education reserves the right to make multiple awards. The price listed in the "Price per Unit" column shall reflect the net price after discount.
3. Do not bid on any special groupings other than those listed herein.
4. The Board of Education reserves the right to bid specific item(s) if it is in the best interest of The Board of Education. Awarding of contract shall in no way be perceived as a guarantee of purchase. For any clarification relative to this bid, email all questions to Cinda Roberts, cinda.roberts@kenton.kyschools.us.

INSURANCE

General conditions require all contractor(s) working for the Kenton County Board of Education to carry liability and workmen's compensation insurance and to **furnish proof of such coverage.** The minimum acceptable coverage is:

- A. Workman's Compensation – Kentucky Statutes
- B. Public Liability – not less than \$1,000,000.00 per occurrence
- C. Property Damage – not less than \$1,000,000.00 per occurrence
- D. Automobile Liability Insurance – not less than \$500,000 per occurrence

W-9

Awarded vendors shall be required to submit a completed W-9 within ten (10) days of bid award.

**KENTON COUNTY BOARD OF EDUCATION
BUS TIRES
SPECIAL CONDITIONS**

PAYMENT & PAYMENT TERMS

PAYMENT TERMS ARE NET 45 to 90. THIS IS NOT NEGOTIABLE.

- Payments are made the day following the regularly held monthly KCSD Board meeting. The Board attempts to be timely with all payments but is required to follow all Board policies and procedures for payments.
- Checks/payments are run once a month and are subject to deadlines for the monthly KCSD Board meeting. All invoices received after the check run deadline must wait until the following month for payment.
- Invoices are held until all items on a purchase order have been delivered.
 - It is the vendor's responsibility to communicate any extended backorder of item(s) that may affect the payment.

Tire service bids shall be quoted at an hourly rate and shall include any mileage or service charges.

Nail hole repairs, spot repairs, section repairs and bead repair shall be included in the bid price of the "Recap Tire" portion on the bid form.

Awarded Bidders shall be required to supply the Board a completed W-9 and any/all MSDS sheets associated with the anticipated chemicals to be used as a part of the awarded contract within 10 days of award notification.

CHECK LIST

**All of the following forms and information shall
be submitted in the sealed bid:**

- 1. Bid Form, pages 21-23 _____**
- 2. Conflict of Interest Form, page 24 _____**
- 3. FOR KY STATE BIDDERS, Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status, page 25 _____**
- 4. Copy of Insurance Certificate _____**

****W-9 Tax Form, shall be submitted within ten (10) days of bid award notification by all awarded vendors****

SCHOOL BUS RETREAD TIRES SUPPLEMENT

FOREWARD

The Kentucky Minimum Specifications for School Bus Retread Tires, Revised 2000, were developed as a generic specification to be used by all Kentucky school districts purchasing retread tires for application on Kentucky school buses. These specifications shall function as a supplement to 2022 Kentucky Minimum Specifications for School Buses, and will be in effect until revised.

**KENTUCKY MINIMUM SPECIFICATIONS FOR SCHOOL BUSES
REVISED 2000**

SCHOOL BUS RETREAD TIRES SUPPLEMENT

Kentucky School Districts may install retread tires on the rear axle ONLY of Kentucky school buses. The Kentucky Minimum Specifications for School Bus Retread Tires, Revised 2000, herein presented were developed as a generic specification to be used by all Kentucky school districts purchasing retread tires for application on Kentucky school buses.

These specifications were developed through the cooperative efforts of a retread tire specification committee comprised of Kentucky Department of Education, Pupil Transportation Branch staff, representatives from local school districts, and representatives of retread tire manufacturers.

GENERAL PROVISIONS

SCOPE: It is the intent of these specifications to establish minimum standards through which all Kentucky school districts may purchase retread tires which meet the wet traction specification as listed in the Kentucky Minimum Specifications for School Buses, Revised 2013. In addition to meeting the traction performance requirement (wet braking traction test), this specification establishes minimum standards dealing with tire rubber physical properties, minimum tread dimensions, casing acceptance, and casing preparation for tread.

Tread Splices

Retread tires shall not have more than two (2) splices in top cap. No more than one (1) splice per quadrant shall be permitted.

Minimum Tread Dimensions

<u>Tire Size</u>	<u>Tread Depth (Inches)</u>	<u>Under Tread Rubber Thickness</u>
9.00R20	16/32"	Under tread rubber thickness shall be 20 percent minimum to 25 percent maximum of tread depth. Casing shall be prepared to receive under tread rubber thickness of 3/32" to 5/32" maximum.
265/75R22.5	16/32"	
295/75R22.5	16/32"	

All tread widths shall be equal to the original OEM tire.

Casing Acceptance

The qualifying re-treader shall be the party in all cases making determination with regard to casing acceptance or rejection. Previously retreaded tires having retread installed improperly with regard to dimensional requirements of the original tire manufacturer and/or have casings rounded to receive a retread of a different dimensional width shall be rejected. Rejected casings shall be returned to the local board of education. Casing shall not be more than 60 months old.

It is recommended that a non-destructive inspection method be used to analyze grade casings, to find hidden anomalies, separations, injuries and to determine whether or not a casing is acceptable for a given application and operation.

Casing Preparation

The casing shall be buffed to dimensions compatible to the retread system used. The worn tread surface shall be removed to a symmetrical profile in accordance with the procedure and new tire manufacturer specifications. The buffed area of the casing shall be free of contamination and oxidation. All buffing shall be done with the casing inflated.

Casing preparation shall be performed to require original tire manufacturer tread width installation only when applying a retread dimensionally.

Casing Repair (Radial Only)

All casings shall be repaired in accordance with International Tire and Retreaders Association (ITRA) tire repair standard. (Exceptions to repair size listed below)

Repair Type-

1. Nail Hole- Nail Hole (puncture) cannot exceed one-fourth (1/4) inches diameter. Nail hole repairs IN THE CROWN OF THE TIRE ONLY
2. Spot Repair- Spot repair is limited to cuts or crack in rubber with no damage body plies.
3. Section Repair- Section shall be limited to virgin casings only. Section shall be performed to International Tire and Retreaders Association (ITRA) specifications with the exception of limiting repair size to one-inch in crown area and maximum of two cables in the sidewall area with a maximum of three-inch length. All section repairs shall require prior approval of the respective board of education
4. Bead Repair- the following conditions will be considered repairable in the rubber covering the bead area:
 - a. Cuts or tears in the rubber covering the bead area that do not damage the body piles or expose bead wires;
 - b. Limited in size to that which will assure duplication of original bead contours;
 - c. Repairs which can be performed at a low enough cost to be practical.
5. Sealant Materials- Sealant Materials for tire repairs shall be approved by International Tire and Retreaders Association (IRTA).
6. Repair Identification- (Sections) Retreaders shall affix a permanent identification label in the area of the section repair and subsequent section repairs.

Casing Identification

Board of Education shall identify and capture data regarding casings by brand name, size, and serial number to prior to pick up by retreaders. The retreader shall designate on the form the acceptance or rejection of the casings.

Casings being returned shall be designated on the form at time of return by date and signature of returning agent.

DOT Number

DOT numbers shall be affixed to all tires per federal standards. On pre-cured retreads, DOT numbers

shall be affixed in close proximity to existing DOT numbers reading from the left to the right. On mold cure retreads, pre-existing DOT numbers may be removed during the succeeding process.

Warranty

Retreaders shall warrant workmanship and materials one hundred (100) percent for the first ten (10) percent of tread wear. Workmanship and materials shall be prorated from the first ten (10) percent of tread wear to 2/32 inches remaining tread depth.

Casing failures shall be warranted one hundred (100) percent through the first twenty-five (25) percent of tread wear and fifty (50) percent for the next twenty-five (25) percent of tread wear. Warranty cost is applicable only as it relates to retreading and/or casing repair cost and not to casing replacement.

Longevity

Retreaders supplying retread tires to Board of Education shall supply retreads designed to provide tread life no less than ninety (90) percent on a per one-thirty second (1/32) inch basis as compared to original equipment tires for respective duty cycles.

Sureties

A qualifying retreader shall furnish to the Board of Education a non-revocable assurance of having product liability insurance in the minimum amount of \$3,000,000.

Retreaders shall be required to provide a performance and/surety bond in amount deemed necessary by a contracting Board of Education.

Certification

The qualifying retreader shall have been certified by a retreader trade association, franchiser, and/or the American Retreaders Association for quality within a 12-month preceding the award of a contract.

Delivery

Under the agreement of this specification after notification from a Board of Education, the qualifying retreader shall be required to pick up casings, retread and return to the Board of Education within ten working days.

Approval of Qualification

Retread tires purchased by local Boards of Education for use on Kentucky school buses shall have been qualified for use by the Kentucky Department of Education, Pupil Transportation Branch. Qualification shall require wet traction test (ASTM F403-98 Modified for medium duty truck tires) comparison to a control tire with all pertinent testing information, technical data, tire description, and a tread footprint on file within the Kentucky Department of Education, Pupil Transportation Branch. The control tire shall be at the discretion of the Department of Education.

9.00:20 treads previously qualified with a Unisteel II control tire shall meet the intent of this specification.

Wet Braking Traction Test Procedure Specifications

Wet braking traction testing will be conducted in accordance with the applicable sections of *ASTM F 408-96, Standard Test Method for Wet Traction Straight-Ahead Braking, Using a Towed Trailer*, except as modified herein:

The vehicle is an instrumented truck with a load cell installed on the left rear drive axle position, not a separate tow vehicle and instrumented trailer. The responses are similar to that of a towed trailer; therefore, when the trailer or tow vehicle are referenced in this procedure, it is assumed that the truck test vehicle is appropriate.

- A. The test vehicle shall be a semi-tractor or straight truck with a single drive axle and the capacity to allow the test wheel position to be loaded from twelve hundred fifty (1250) to eight thousand (8000) pounds. The test vehicle will have an instrumented load cell installed on the drive axle. The braking system must be modified to allow braking on only the test wheel position. Brakes are applied firmly until the test tire is locked and then held locked for a period of 1.5 seconds.
- B. Testing will occur at test speed of 20 mph.
- C. All un-mounted tires must be stored at the same conditions at least twenty-four (24) hours prior to mounting.
- D. All tires must be conditioned by mounting them on the drive wheel positions of a vehicle loaded such that the tires have a load similar to the load under which they will be tested. The purpose of the tire break-in will be to remove mold lube from all tires, give tires a worn appearance, and stabilize tire compounds. The conditioning for medium truck tires will require the following:
 - 1. Mount tires on vehicle and run fifty miles on test track.
 - 2. Reverse direction and run fifty additional miles.
 - 3. Rotate all tires.
 - 4. Run fifty additional miles in either direction.
 - 5. Reverse direction and run fifty additional miles.
- E. Test tires will be run two hundred (200) miles on paved roads on the test track location.
 - 1. Mounted test tires shall be placed outside near the test site at least twelve (12) hours prior to testing so that they will have the same temperature. Storage should be such that test tires are shielded from the sun under a tent to avoid heating by solar radiation.
 - 2. Test loads for medium truck tire testing will be according to the following table.

Tire Size (Metric)	Tire Size (Conventional)	Load per Tire (+/- 5%)	Inflation (+/- 2%)	Reference Tire Size
Light Truck			50 psi	(Based on ASTM 1805-98 specs.)
225 through 265	8 and 9	4525 lbs.	90 psi	(Based on 10R22.5 @ 90 psi)
275 through 295	10 and 11	5260 lbs.	90 psi	(Based on 11R22.5 @ 90 psi)
305 through 325	12	5197 lbs.	100 psi	(Based on 315/80R22.5 @ 100 psi)
365 through 445		7500 lbs.	110 psi	(Based on 385/65R22.5 @ 110 psi)

Table applies to tubeless truck tires only (not applicable for off-road or agricultural tires). Loads and inflation for any tires not listed should be reviewed prior to testing.

- F. Water depth will be maintained at a minimum of .050 inches, and a maximum of .10 inches throughout the testing period.
- G. Test vehicle must maintain a ground speed of twenty (20) mph \pm .5 (target) mph. Data acquired with a ground speed beyond one mph from the twenty (20) mph specification will be removed.
- H. Fifteen lockups will be completed for each variable. Data beyond 1.5 standard deviations.

Refer to ASTM F1805, "Standard Test Method for Single Wheel Driving Traction in a Straight Line Snow- and Ice- Covered Surfaces", section 13, "Data Adjustment Procedures" for a description on the

procedures used for wet braking traction data adjustments. Specifically, the gradient correction method and average correction method are used. F1805 also references ASTM F 1650, "Practice for Evaluating Tire Traction Performance Data under Varying Test Conditions."

Miscellaneous Specifications

1. All tests should be conducted over the period of at least three (3) days (one pass of the test sequence per "24 hour period" for three (3) consecutive days).
2. Three tires per test variable will be used for testing, and each tire will be used for one run only. Test sequence will be randomized within each test run.
3. A maximum coefficient of variation (CV) of fifteen (15) percent will be maintained for each test run. No test run should be repeated when the CV is less than fifteen (15) percent.

Program Control Tires

As much as possible, a standard control tire will be used whenever wet braking traction testing is conducted. This tire will be retread onto a casing of similar size, series, load range, and age as the test tires for that test group. Testing will be conducted under the same conditions as the test tires, and the coefficients obtained for the test tires will be compared to the coefficients obtained for this control tires to obtain the test tire ratings.

Before Kentucky school districts may install retreads on any Kentucky school buses, retread manufacturers shall be required to certify, to local school districts as part of their bid, their tire performance using ASTM Standard F403-74 testing procedures.

Certification

Prior to the sale of retread tires to Kentucky school districts, retreads shall qualify their retread tires to the local school districts as a part of their bid submission and as mentioned performance standards.

2022 Kentucky Minimum Specifications for School Buses can be found for reference at:

<https://education.ky.gov/districts/trans/Documents/2022%20Specification%20Final%204.7.2021%20board%20approved.pdf>

**THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID
BID FORM**

All blanks and information requested are to be completed on the bid form in order to qualify your bid. The Kenton County Board of Education reserves the right to make multiple awards. The Board of Education reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period.

TIRE SIZE	COMMODITY CODE	RANGE	NEW HIGHWAY TREAD				RECAP TIRE HIGHWAY TREAD
			GOODYEAR	CONTINENTAL GENERAL	BRIDGESTON E FIRESTONE	MICHELIN	
LT265 75R16	TIRE-10750	D					N/A
LT245 75R16	TIRE-10700	E					N/A
LT235/85R16	TIRE-10800	E					N/A
LT225/75R16 Firestone Transforce or approved equal	TIRE-10900	G					N/A
275/80R22.5 XZE Michelin or approved equal	TIRE-10880 RC: TIRE-10885	H					
295/75R22.5 G399 or FS591 or Bridgestone R280 or approved equal	TIRE-10375 RC: TIRE-10100	H					
235/65/16 Firestone or Goodyear or approved equal	TIRE-10950	E					N/A
P225/60R18 Eagle RSA or any approved equal	TIRE-10975	SL					N/A

**THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID
BID FORM**

All blanks and information requested are to be completed on the bid form in order to qualify your bid. The Kenton County Board of Education reserves the right to make multiple awards. The Board of Education reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period.

TYPE OF SERVICE	RATE	EXCEPTIONS
RIM PAINTING (sand blast, primer coat, baked on enamel paint)	price per rim	
8.25 x 22.5 ACCURIDE, two (2) hole new rim-powder-coated black paint	price per rim	
8.25 x 22.5 ACCURIDE, Five (5) hole new rim-powder-coated black paint	price per rim	
INSTALL NEW VALVE STEM (Myers 23-153) all rims determined to scrap due to condition will be returned to KCSD for disposition	price per rim	
REMOVAL OF SCRAP TIRES – scrap tire removal shall be done in compliance with all State and Federal / EPA Guidelines	price per tire	
MOUNTING OF NEW TIRES – Commercial/Bus	Flat rate	
MOUNTING OF NEW TIRES – Light Truck	Flat rate	
MOUNTING OF RECAP TIRES – Commercial/Bus	Flat rate	
MOUNTING OF RECAP TIRES – Light Truck	Flat rate	
DISMOUNTING OF TIRES – Commercial/Bus	Flat rate	
DISMOUNTING OF TIRES – Light Truck	Flat rate	
NEW VALVE STEM (Myers 23-153 – part only)	per valve stem	
ADDED COST OF TIRE MOUNTING WHEN REPLACING NEW VALVE STEM	Flat rate	
BALANCING FOR LIGHT TRUCKS, VANS AND POLICE VEHICLES	Per tire	
ALIGNMENT FOR LIGHT TRUCKS, VANS AND POLICE VEHICLES	Flat rate	
LABOR (for items not listed above)	Price Per Hour	

**THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID
BID FORM**

All blanks and information requested are to be completed on the bid form in order to qualify your bid. Prices listed in the "Unit Price" column shall reflect the bid price after discount. The Kenton County Board of Education reserves the right to make multiple awards. The Board of Education shall order quantities as needed for the duration of the contract period.

In compliance with the INVITATION TO BID, and subject to all of the conditions, thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

EXCEPTIONS: _____

STORE DISCOUNT BID: (if left blank, a 0% discount will be assumed) _____%

EXCEPTIONS TO STORE DISCOUNT: _____

Having carefully examined the instructions to bidders and the specifications, on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda _____ [insert the addenda number(s) received or the word "none" if no addenda was received]

PLEASE PRINT LEGIBLY OR TYPE INFORMATION BELOW

COMPANY NAME: _____

ADDRESS: _____

REPRESENTATIVE NAME: _____ **OFFICIAL TITLE:** _____

REPRESENTATIVE PHONE #: _____ **FAX #:** _____

REPRESENTATIVE EMAIL ADDRESS: _____

TOLL FREE OR LOCAL ORDERING PHONE #: _____ **FAX #:** _____

EMAIL ADDRESS FOR ORDERING: _____

WEB ADDRESS: _____

AUTHORIZED SIGNATURE

DATE

CONFLICT OF INTEREST

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal 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 BID FORM IN ORDER FOR YOUR BID TO BE QUALIFIED.

**THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID**

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

Notary Public

[seal of notary]

My commission expires: _____

**THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID
BID FORM**

All blanks and information requested are to be completed on the bid form in order to qualify your bid. Prices listed in the "Unit Price" column shall reflect the bid price after discount. The Kenton County Board of Education reserves the right to make multiple awards. The Board of Education shall order quantities as needed for the duration of the contract period.

In compliance with the INVITATION TO BID, and subject to all of the conditions, thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

EXCEPTIONS:

STORE DISCOUNT BID: (if left blank, a 0% discount will be assumed) _____%

EXCEPTIONS TO STORE DISCOUNT: _____

Having carefully examined the instructions to bidders and the specifications, on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda _____ [insert the addenda number(s) received or the word "none" if no addenda was received]

PLEASE PRINT LEGIBLY OR TYPE INFORMATION BELOW

COMPANY NAME: BEST ONE TIRE & SERVICE OF MD AMERICA
ADDRESS: 1675 PRODUCTION DR.
BURLINGTON, KY 41005

REPRESENTATIVE NAME: RICHARD SAND **OFFICIAL TITLE:** COMMERCIAL SALES
REPRESENTATIVE PHONE #: 513-518-8848 **FAX #:** 859-371-4366
REPRESENTATIVE EMAIL ADDRESS: RSAND@BESTONETIREMA.COM

TOLL FREE OR LOCAL ORDERING PHONE #: _____ **FAX #:** _____
EMAIL ADDRESS FOR ORDERING: RSAND@BESTONETIREMA.COM
WEB ADDRESS: _____



AUTHORIZED SIGNATURE

4-26-22

DATE

**THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID
BID FORM**

All blanks and information requested are to be completed on the bid form in order to qualify your bid. The Kenton County Board of Education reserves the right to make multiple awards. The Board of Education reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period.

TIRE SIZE	COMMODITY CODE	RANGE	NEW HIGHWAY TREAD				RECAP TIRE HIGHWAY TREAD
			GOODYEAR	CONTINENTAL GENERAL	BRIDGESTON E FIRESTONE	MICHELIN	
LT265 75R16	TIRE-10750	D			126.87		N/A
LT245 75R16	TIRE-10700	E			114.60		N/A
LT235/85R16	TIRE-10800	E			112.45		N/A
LT225/75R16 Firestone Transforce or approved equal	TIRE-10900	G			129.17		N/A
275/80R22.5 XZE Michelin or approved equal	TIRE-10880 RC: TIRE-10885	H					
295/75R22.5 G399 or FS591 or Bridgestone R280 or approved equal	TIRE-10375 RC: TIRE-10100	H			303.00		146.00
235/65/16 Firestone or Goodyear or approved equal	TIRE-10950	E			141.60		N/A
P225/60R18 Eagle RSA or any approved equal	TIRE-10975	SL			122.14		N/A

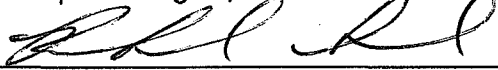
**THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID
BID FORM**

All blanks and information requested are to be completed on the bid form in order to qualify your bid. The Kenton County Board of Education reserves the right to make multiple awards. The Board of Education reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period.

TYPE OF SERVICE	RATE	EXCEPTIONS
RIM PAINTING (sand blast, primer coat, baked on enamel paint)	price per rim	26.00
8.25 x 22.5 ACCURIDE, two (2) hole new rim-powder-coated black paint	price per rim	149.00
8.25 x 22.5 ACCURIDE, Five (5) hole new rim-powder-coated black paint	price per rim	149.00
INSTALL NEW VALVE STEM (Myers 23-153) all rims determined to scrap due to condition will be returned to KCSD for disposition	price per rim	N/A
REMOVAL OF SCRAP TIRES – scrap tire removal shall be done in compliance with all State and Federal / EPA Guidelines	price per tire	8.00
MOUNTING OF NEW TIRES – Commercial/Bus	Flat rate	7.50
MOUNTING OF NEW TIRES – Light Truck	Flat rate	7.50
MOUNTING OF RECAP TIRES – Commercial/Bus	Flat rate	7.50
MOUNTING OF RECAP TIRES – Light Truck	Flat rate	7.50
DISMOUNTING OF TIRES – Commercial/Bus	Flat rate	7.50
DISMOUNTING OF TIRES – Light Truck	Flat rate	7.50
NEW VALVE STEM (Myers 23-153 – part only)	per valve stem	3.95
ADDED COST OF TIRE MOUNTING WHEN REPLACING NEW VALVE STEM	Flat rate	N/A
BALANCING FOR LIGHT TRUCKS, VANS AND POLICE VEHICLES	Per tire	\$15.00
ALIGNMENT FOR LIGHT TRUCKS, VANS AND POLICE VEHICLES	Flat rate	\$99.00
LABOR (for items not listed above)	Price Per Hour	75.00

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

4-26-22
Date

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

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

THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID

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]
Signature
COMMERCIAL SALES
Title

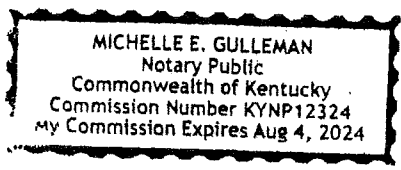
RICHARD SAND
Printed Name
4-26-22
Date

Company Name BEST ONE TIRE
Address 1675 PRODUCTION DR.
BURLINGTON, KY 41005

Subscribed and sworn to before me by Richard Sand Commercial Sales
(Affiant) (Title)
of Best One Tire this 26th day of April, 2022.
(Company Name)

Michelle Gulleman
Notary Public
[seal of notary]

My commission expires: Aug 4th, 2024



**THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID
BID FORM**

All blanks and information requested are to be completed on the bid form in order to qualify your bid. Prices listed in the "Unit Price" column shall reflect the bid price after discount. The Kenton County Board of Education reserves the right to make multiple awards. The Board of Education shall order quantities as needed for the duration of the contract period.

In compliance with the INVITATION TO BID, and subject to all of the conditions, thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

EXCEPTIONS: NONE

STORE DISCOUNT BID: (if left blank, a 0% discount will be assumed) _____ %

EXCEPTIONS TO STORE DISCOUNT: NONE

Having carefully examined the instructions to bidders and the specifications, on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda NONE [insert the addenda number(s) received or the word "none" if no addenda was received]

PLEASE PRINT LEGIBLY OR TYPE INFORMATION BELOW

COMPANY NAME: Bob Sumner Tire Co.

ADDRESS: 1257 Cox Ave.
ERLANGER, KY 41018

REPRESENTATIVE NAME: Justin Jones

OFFICIAL TITLE: GENERAL MANAGER

REPRESENTATIVE PHONE #: 859-341-2728

FAX #:

REPRESENTATIVE EMAIL ADDRESS: jjones@bobsumnertire.com

TOLL FREE OR LOCAL ORDERING PHONE #:

FAX #:

EMAIL ADDRESS FOR ORDERING: jjones@bobsumnertire.com

WEB ADDRESS: BobSumnerTire.com

Justin Jones
AUTHORIZED SIGNATURE

4/26/22
DATE

**THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID
BID FORM**

All blanks and information requested are to be completed on the bid form in order to qualify your bid. The Kenton County Board of Education reserves the right to make multiple awards. The Board of Education reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period.

TIRE SIZE	COMMODITY CODE	RANGE	NEW HIGHWAY TREAD				RECAP TIRE HIGHWAY TREAD
			GOODYEAR	CONTINENTAL GENERAL	BRIDGESTON E FIRESTONE	MICHELIN	
LT265 75R16	TIRE-10750	D			134.00		N/A
LT245 75R16	TIRE-10700	E			125.00		N/A
LT235/85R16	TIRE-10800	E			129.00		N/A
LT225/75R16 Firestone Transforce or approved equal	TIRE-10900	G			120.00		N/A
275/80R22.5 XZE Michelin or approved equal	TIRE-10880 RC: TIRE-10885	H		451.59			
295/75R22.5 G399 or FS591 or Bridgestone R280 or approved equal	TIRE-10375 RC: TIRE-10100	H			289.00		
235/65/16 Firestone or Goodyear or approved equal	TIRE-10950	E			126.00		N/A
P225/60R18 Eagle RSA or any approved equal	TIRE-10975	SL			199.00		N/A

**THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID
BID FORM**

All blanks and information requested are to be completed on the bid form in order to qualify your bid. The Kenton County Board of Education reserves the right to make multiple awards. The Board of Education reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period.

TYPE OF SERVICE	RATE	EXCEPTIONS
RIM PAINTING (sand blast, primer coat, baked on enamel paint)	32.00 price per rim	
8.25 x 22.5 ACCURIDE, two (2) hole new rim-powder-coated black paint	115.00 price per rim	
8.25 x 22.5 ACCURIDE, Five (5) hole new rim-powder-coated black paint	115.00 price per rim	
INSTALL NEW VALVE STEM (Myers 23-153) all rims determined to scrap due to condition will be returned to KCSD for disposition	— price per rim	
REMOVAL OF SCRAP TIRES – scrap tire removal shall be done in compliance with all State and Federal / EPA Guidelines	10.00 price per tire	
MOUNTING OF NEW TIRES – Commercial/Bus	8.00 Flat rate	
MOUNTING OF NEW TIRES – Light Truck	8.00 Flat rate	
MOUNTING OF RECAP TIRES – Commercial/Bus	8.00 Flat rate	
MOUNTING OF RECAP TIRES – Light Truck	8.00 Flat rate	
DISMOUNTING OF TIRES – Commercial/Bus	8.00 Flat rate	
DISMOUNTING OF TIRES – Light Truck	8.00 Flat rate	
NEW VALVE STEM (Myers 23-153 – part only)	4.00 per valve stem	
ADDED COST OF TIRE MOUNTING WHEN REPLACING NEW VALVE STEM	0.00 Flat rate	
BALANCING FOR LIGHT TRUCKS, VANS AND POLICE VEHICLES	15.00 Per tire	
ALIGNMENT FOR LIGHT TRUCKS, VANS AND POLICE VEHICLES	— Flat rate	
LABOR (for items not listed above)	70.00 Price Per Hour	

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 Justin Jones

Date 4/26/22

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

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

**THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID**

**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.

Justin Jones
Signature
GENERAL MANAGER
Title

JUSTIN JONES
Printed Name
4/26/22
Date

Company Name

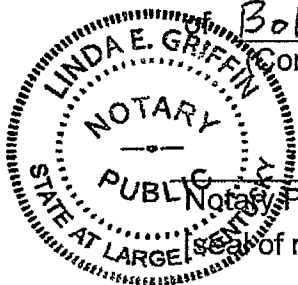
Address

Bob Sumere Tire Co.
1257 COX AVE.
ERLANGER, KY 41018

Subscribed and sworn to before me by

Justin Jones G.M.
(Affiant) (Title)

of Bob Sumere Tire Co. this 26 day of April, 2022.
(Company Name)



Linda E. Griffin
Notary Public
[Signature of notary]

My commission expires: May 18, 2022

**THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID
BID FORM**

All blanks and information requested are to be completed on the bid form in order to qualify your bid. Prices listed in the "Unit Price" column shall reflect the bid price after discount. The Kenton County Board of Education reserves the right to make multiple awards. The Board of Education shall order quantities as needed for the duration of the contract period.

In compliance with the INVITATION TO BID, and subject to all of the conditions, thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

EXCEPTIONS:

STORE DISCOUNT BID: (if left blank, a 0% discount will be assumed) _____ %

EXCEPTIONS TO STORE DISCOUNT: _____

Having carefully examined the instructions to bidders and the specifications, on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda none [insert the addenda number(s) received or the word "none" if no addenda was received]

PLEASE PRINT LEGIBLY OR TYPE INFORMATION BELOW

COMPANY NAME: S&S Tire Commercial Division

ADDRESS: 1316 Cahill Dr

Lexington KY 40504

REPRESENTATIVE NAME: Brice Stefanick

OFFICIAL TITLE: Regional Sales Manager

REPRESENTATIVE PHONE #: 859-629-8426

FAX #:

REPRESENTATIVE EMAIL ADDRESS: bstefanick@sstire.com

859-255-8931

TOLL FREE OR LOCAL ORDERING PHONE #: **FAX #:**

EMAIL ADDRESS FOR ORDERING:

WEB ADDRESS: www.sstire.com



AUTHORIZED SIGNATURE

4-25-22

DATE

**THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID
BID FORM**

All blanks and information requested are to be completed on the bid form in order to qualify your bid. The Kenton County Board of Education reserves the right to make multiple awards. The Board of Education reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period.

TIRE SIZE	COMMODITY CODE	RANGE	NEW HIGHWAY TREAD				RECAP TIRE HIGHWAY TREAD
			GOODYEAR	CONTINENTAL GENERAL	BRIDGESTON E FIRESTONE	MICHELIN	
							DR4.3
LT265 75R16	TIRE-10750	D			FS 145.19		N/A
LT245 75R16	TIRE-10700	E			FS 114.60		N/A
LT235/85R16	TIRE-10800	E			FS 112.45		N/A
LT225/75R16 Firestone Transforce or approved equal	TIRE-10900	G			FS 129.17		N/A
275/80R22.5 XZE Michelin or approved equal	TIRE-10880 RC: TIRE-10885	H					144.21
295/75R22.5 G399 or FS591 or Bridgestone R280 or approved equal	TIRE-10375 RC: TIRE-10100	H			FS 323.40		
235/65/16 Firestone or Goodyear or approved equal	TIRE-10950	E			FS 141.60		N/A
P225/60R18 Eagle RSA or any approved equal	TIRE-10975	SL			FS 105.91		N/A

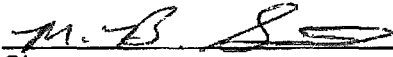
**THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID
BID FORM**

All blanks and information requested are to be completed on the bid form in order to qualify your bid. The Kenton County Board of Education reserves the right to make multiple awards. The Board of Education reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period.

TYPE OF SERVICE	RATE	EXCEPTIONS
RIM PAINTING (sand blast, primer coat, baked on enamel paint)	25.00 price per rim	
8.25 x 22.5 ACCURIDE, two (2) hole new rim-powder-coated black paint	174.80 price per rim	
8.25 x 22.5 ACCURIDE, Five (5) hole new rim-powder-coated black paint	174.80 price per rim	
INSTALL NEW VALVE STEM (Myers 23-153) all rims determined to scrap due to condition will be returned to KCSD for disposition	5.00 price per rim	
REMOVAL OF SCRAP TIRES – scrap tire removal shall be done in compliance with all State and Federal / EPA Guidelines	6.00 price per tire	
MOUNTING OF NEW TIRES – Commercial/Bus	12.00 Flat rate	
MOUNTING OF NEW TIRES – Light Truck	6.00 Flat rate	
MOUNTING OF RECAP TIRES – Commercial/Bus	12.00 Flat rate	
MOUNTING OF RECAP TIRES – Light Truck	6.00 Flat rate	
DISMOUNTING OF TIRES – Commercial/Bus	12.00 Flat rate	
DISMOUNTING OF TIRES – Light Truck	6.00 Flat rate	
NEW VALVE STEM (Myers 23-153 – part only)	5.00 per valve stem	
ADDED COST OF TIRE MOUNTING WHEN REPLACING NEW VALVE STEM	N/C Flat rate	
BALANCING FOR LIGHT TRUCKS, VANS AND POLICE VEHICLES	16.00 Per tire	
ALIGNMENT FOR LIGHT TRUCKS, VANS AND POLICE VEHICLES	n/a Flat rate	In process of putting in brand new Hunter alignment machine
LABOR (for items not listed above)	75.00 Price Per Hour	

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

4-25-22
Date

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

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

THE KENTON COUNTY BOARD OF EDUCATION
BUS TIRES BID

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.

M. D. [Signature]
Signature

Brice Stefamick
Printed Name

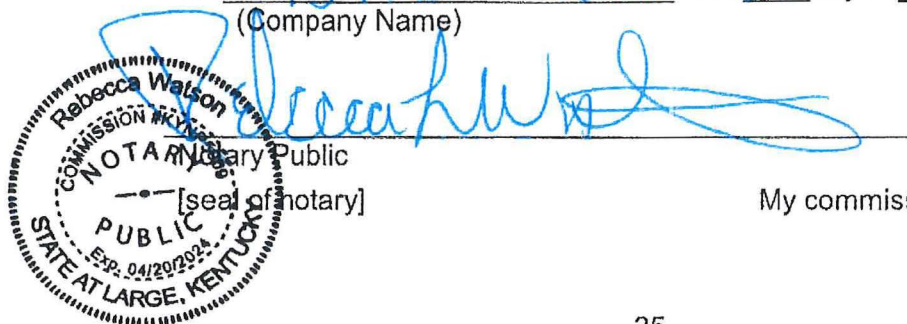
Regional Sales Manager
Title

4-25-22
Date

Company Name STS Tire Commercial Division
Address 1316 Cahill Dr
Lexington, KY 40504

Subscribed and sworn to before me by Brice Stefamick Regional Salesmgr
(Affiant) (Title)

of STS TIRE COMMERCIAL this 25 day of April, 2022
(Company Name)



My commission expires: 4/20/24