



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

Issue Paper

DATE:

May 27, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve awarding the Discount Bid Supplement F as indicated on the attached tabulation through December 31, 2023.

APPLICABLE BOARD POLICY:

Fiscal Management 04.32 AP.1

HISTORY/BACKGROUND:

An advertisement was posted on the District website on May 10, 2022, to accept sealed bids for the Discount Bid Supplement F. Sealed Bids were publicly opened and read on May 18, 2022, at 2:00 PM.

FISCAL/BUDGETARY IMPACT:

None.

RECOMMENDATION:

Approval to award the Discount Bid Supplement F as indicated on the attached tabulation through December 31, 2023.

CONTACT PERSON:

Cinda Roberts, Purchasing Agent

A handwritten signature in blue ink, reading 'Cinda Roberts', written over a horizontal line.

Principal/Administrator

A handwritten signature in blue ink, reading 'David Lloyd', written over a horizontal line.

District Administrator

A handwritten signature in blue ink, written over a horizontal line.

Superintendent

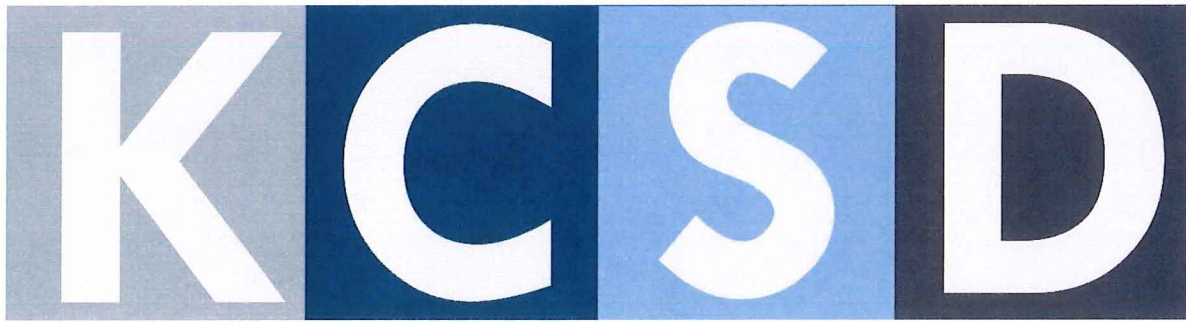
Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

DISCOUNT BID 2020-2023 SUPPLEMENT F

VENDOR	CONTRACT EXPIRATION	STORE/ CATALOG DISCOUNT	EXCEPTIONS TO STORE/CATALOG DISCOUNT	LABOR RATES	EXCEPTIONS TO LABOR RATES
AUTO-JET MUFFLER CORP.	12/31/2023	0%			
BOYD CAT COMPANY	12/31/2023	20%	CALL FOR QUOTE	\$160.00/HR	
CPS OFFICE PRODUCTS	12/31/2023	10%			
DISCOVER AQUATICS	12/31/2023	10%			
HUNTINGTON LEARNING CENTER CRESCENT SPRINGS KY	12/31/2023		CALL TO QUOTE		
IXL LEARNING, INC.	12/31/2023	0%	CONTACT PURCHASING AGENT FOR PRICING		
MUSIC IN MOTION	12/31/2023	0%	FREE SHIPPING & HANDLING FOR QUALIFYING ITEMS. *CERTAIN ITEMS INCLUDING HEAVY, OVERSIZED, DROP SHIP ITEMS DO NOT QUALIFY FOR FREE SHIPPING.		
ROSES AND MORE, INC./THE SECRET GARDEN	12/31/2023		CALL FOR QUOTE		

NOTE* WILLSCOT IS CONSIDERED NON-COMPLIANT DUE TO NOT INCLUDING BID DOCUMENTS WITH THEIR QUOTE. SITEONE LANDSCAPE SUPPLY IS CONSIDERED NON-COMPLIANT DUE TO LATE BID DOCUMENTS.



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

THE KENTON COUNTY SCHOOL DISTRICT

Bid Documents

Discount Bid Supplement F

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

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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 #)

DISCOUNT BID SUPPLEMENT F (Bid #27-DB/F-20/23)

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 "DISCOUNT BID SUPPLEMENT F" 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 "DISCOUNT BID SUPPLEMENT F" 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 June 7, 2022, through December 31, 2023.

TIME OF BID OPENING

Bids will be opened at 2:00 p.m. on Wednesday, May 18, 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.

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 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 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 part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval by the Procurement Coordinator. 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 herein. The bidder is instructed to complete all blanks and spaces where information concerning any items 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 Kentucky 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. 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.

J. 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.

K. 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.

L. 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, nation 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.

M. 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.

N. 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 Jenny Weis, Purchasing Coordinator, 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.

O. 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.

P. 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.

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. 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 third 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 not be opened.

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.

S. 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.

T. SUBSTITUTIONS

If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from Jenny Weis, Purchasing Coordinator.

U. REQUIREMENTS

- All deliveries must be complete within three (3) 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 sixty (60) 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 a list of items delivered by item name.

V. 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.

W. 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.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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 The Kenton County School District.

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:

- 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.
- The vendor may have up to two (2) weeks from the date of issue to respond to Kenton County Schools in writing.

- 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.
- 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.
- 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.
- 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.
- Please refer to this policy on page 8 of Purchasing Procedures and Guidelines as published on the Kenton County Board of Education's website: <https://www.kenton.k12.ky.us/Content2/294>

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).

- 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.
- 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.

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID
SPECIAL CONDITIONS**

AWARDING OF CONTRACT(S)

The Board reserves the right to waive defects and informalities in proposals or to accept any proposal as deemed to be in its best interest. Contracts may be awarded as deemed to be in the best interest of the Kenton County Board of Education. The Board shall also have the right to award to the best evaluated bid based on price, quality, time of delivery, previous experience with bidder and availability of vendor representative to service account and provide routine assistance to the schools and the Board of Education.

The Kenton County Board of Education shall have the right to reject any or all bids or any portion of said bid.

The Board of Education also reserves the right to bid specific items if it is in the best interest of the Board of Education.

PERIOD OF CONTRACT

The period of the contract will be from **June 7, 2022, through December 31, 2023.**

TERMS OF BIDDING

The Board of Education is requesting vendors to quote discounts off list prices as published in their latest catalog(s), labor rates by hour and type of labor and/or percentage of store discount.

DELIVERY AND DELIVERY REQUIREMENTS

The items shall be delivered (**F.O.B. Destination**) to ALL school and office locations of the Kenton County Board of Education. **If vendor quotes plus (+) shipping, their bid may be rejected.**

All items are to be shipped INSIDE DELIVERY.

All deliveries shall be completed within two (2) weeks from receipt of purchase order and the vendor must furnish invoices as follows:

- One (1) copy of packing slip to the location with **the individual's name referenced** with the 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) to:
accounts.payable@kenton.kyschools.us.
- For School Activity Fund Purchase Orders, two (2) copies of the invoice (original and one copy) to the individual school.
- All deliveries shall be made to the location indicated on the purchase order and signed for by a responsible Board official.
- All invoices shall show the purchase order number, date of delivery, name of location and list of items delivered by item name.

ORDERING

The Board of Education will furnish the successful bidders formal purchase orders. In no case shall delivery 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 DELIVERY REQUIREMENTS OF SMALL INDIVIDUAL DELIVERIES TO EACH LOCATION.

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID
SPECIAL CONDITIONS**

PERCENTAGE OF DISCOUNT

The percentage of discount must remain firm for the period of the contract. The companies receiving awards as a result of this bid will be required to extend the same percentage of discount, terms and conditions to all Kenton County Schools regardless of the funding source.

PROCUREMENT CARDS

Note on the bid form if your company will accept Procurement (Credit) Cards: *Visa® or MasterCard®*. Orders will be placed using either Purchase Orders or Procurement Cards.

LABOR

If labor is applicable, indicate the rate charge per hour noting all exceptions.

EXTENSION OF CONTRACT

Contracts may be extended if agreed upon by both parties for additional contract period(s).

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

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.

CHECK LIST

All items listed below are due at the time of the sealed bid opening in order to qualify the bid.

- ◆ Bid Form, page 14, completed, signed and dated _____
- ◆ Conflict of Interest, page 15, signed and dated _____
- ◆ **FOR Kentucky BIDDERS CLAIMING RESIDENT BIDDER STATUS,** Resident Bidder Status, page 16, signed, dated and notarized _____

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID
BID FORM**

REQUIRED FORM--MUST BE COMPLETED
Leave blank if not applicable

PARTS / PRODUCT ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTION(S)
	%	
	%	
	%	
Mark "none" if not bidding catalog discount	0% Discount will be assumed if left blank	

Lead Time after receipt of order: _____ days

Leave blank if not applicable

TYPE OF LABOR (i.e., Painting, Towing, etc.)	RATE	TYPE OF RATE (i.e., per hour, OT, etc.)	EXCEPTION(S)
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
Mark "none" if not bidding labor	\$.		

In compliance with the INVITATION TO BID, and subject to all 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 above in the Exceptions columns.

NAME OF COMPANY:
ADDRESS:
PRINT OR TYPE NAME:
OFFICIAL TITLE:
PHONE NUMBER:
FAX NUMBER:
INTERNET ADDRESS:
EMAIL ADDRESS:
ORDERING INFORMATION (PURCHASE ORDER SUBMISSIONS)
TOLL FREE OR LOCAL (required) TELEPHONE NUMBER:
FAX NUMBER:
EMAIL ADDRESS:

We **WILL / WILL NOT** (circle one) accept Procurement Cards as payment.

Authorized Signature: _____ **Date:** _____

CONFLICT OF INTEREST
REQUIRED FORM – MUST BE COMPLETED

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.**

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID**

REQUIRED FORM FOR KY BIDDERS – MUST BE COMPLETED

**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: _____

Auto Jet - Compliance

KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID
BID FORM

REQUIRED FORM--MUST BE COMPLETED
Leave blank if not applicable

PARTS / PRODUCT ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTION(S)
NONE	0.00 %	
	%	
	%	
	%	
Mark "none" if not bidding catalog discount	0% Discount will be assumed if left blank	

Lead Time after receipt of order: 14 days

Leave blank if not applicable

TYPE OF LABOR (i.e., Painting, Towing, etc.)	RATE	TYPE OF RATE (i.e., per hour, OT, etc.)	EXCEPTION(S)
NONE	\$ 0.00 .	0.00	
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
Mark "none" if not bidding labor	\$.		

In compliance with the INVITATION TO BID, and subject to all 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 above in the Exceptions columns.

NAME OF COMPANY: Auto-jet Muffler Corp.
ADDRESS: 9550 Swanson Blvd. Clive, IA 50325
PRINT OR TYPE NAME: Connor Howard
OFFICIAL TITLE: Sales Manager
PHONE NUMBER: 800-247-9351
FAX NUMBER:
INTERNET ADDRESS: auto-jet.com
EMAIL ADDRESS: connor@auto-jet.com
ORDERING INFORMATION (PURCHASE ORDER SUBMISSIONS)
TOLL FREE OR LOCAL (required) TELEPHONE NUMBER: 800-247-5391
FAX NUMBER:
EMAIL ADDRESS: connor@auto-jet.com

We WILL / WILL NOT (circle one) accept Procurement Cards as payment.

Authorized Signature: Connor Howard Date: 5/18/22

CONFLICT OF INTEREST
REQUIRED FORM – MUST BE COMPLETED

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.

Connor Howard
Signature

5/18/22
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.**

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID**

REQUIRED FORM FOR KY BIDDERS – MUST BE COMPLETED

**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: _____

**KENTON COUNTY BOARD OF EDUCATION
BUS EXHAUST PARTS 2021-2022**

ALL PARTS MUST BE COMPATIBLE WITH OTHER SYSTEMS SUCH AS: AUTO-JET EXHAUST SYSTEMS							AUTOJET
	DESCRIPTION	PART NUMBER	ESTIMATED QUANTITY	UOM	UNIT PRICE	EXCEPTIONS	UNIT PRICE
1999-2001 Amtran R.E. 466E Engine, Automatic Transmission, 72 Passenger Air Suspension							
EXH-11350	Header Pipe	T444TRE	1	Each			175.06
EXH-11375	Muffler	T444REVHDA	1	Each			220.14
EXH-11425	Tail Pipe	T444RETPSD	1	Each			224.75
EXH-40265	Muffler Hanger RE I/C, OVMHCE	OVMHCE	4	Each			102.03
EXH-40270	Muffler Hgr Oval w/ Brkt RE I/C, OVMHIHDTAJ	OVMHIHDTAJ	4	Each			104.12
1997-1998 Amtran FC DT466E Engine Automatic Transmission, 72 Passenger Air Suspension							
EXH-12075	Extension Pipe	NAVFPFC229	1	Each			162.36
EXH-12125	Tail Pipe	IDTPAS	1	Each			283.59
Clamps and Hangers							
EXH-12225	3 1/2" Band Clamp	350SC	30	Each			43.67
EXH-12275	Exhaust Pipe Hanger 4", FORD400PH	FORD400PH	2	Each			33.77
EXH-12300	Exh Pipe Hanger 4" 2 piece, 400PH2PC	400PH2PC	20	Each			39.44
EXH-12325	4" Band Clamp	400SC	70	Each			48.75
EXH-40275	Exhaust Hanger I/C, 339861		2	Each			
EXH-40280	Turbo Clamp Cat, 3553803C2	DT360VCL	2	Each			37.08
EXH-40285	Turbo Clamp R/E I/C, 3546068C2	VT365VCL	2	Each			35.18
2001-2003 Thomas F.S. 65 3126 CAT Engine Automatic Transmission Air Suspension 52 Passenger							
EXH-12400	Header Pipe 62241190	TP3126T190	2	Each			166.28
EXH-12405	Straight Pipe 6220682	400STP72	6	Each			114.72
EXH-12410	Muffler 61240911	TP400400SI	2	Each			288.46
EXH-30500	Over Axle Pipe	FRLOARFTAS	1	Each			392.78
EXH-30350	Tail Pipe	FRLTP	1	Each			272.39
2004 Thomas R.E. C-7 Cat							
EXH-29950	Header Pipe	TP3126T98	10	Each			175.26
EXH-29975	Muffler	TP400400SI	2	Each			288.46
EXH-30000	Tail Pipe	TD400	2	Each			59.12
EXH-40290	CAT TURBO CLAMP, 1W2431	3116VCL	4	EACH			31.83
2005-2006 Thomas F.S.65 C7 CAT Engine Automatic Air Suspension 66 Passenger							
EXH-30250	Over Axle Pipe, FRLOAS434	FRLOAS434	4	Each			309.78
EXH-30300	Tail Pipe, FRLTP02	FRLTP02	2	Each			393.98
2006 International C.E.							
EXH-40235	Over Axle Pipe, NAVCE427	NAVCE427	2	Each			171.67
EXH-40240	Over Axle Pipe, NAVCE451	NAVCE451	2	Each			341.02
EXH-40260	3584619C2	T46619RE	5	Each			279.78
EXH-40295	Tailpipe R/E I/C	400STP12	1	Each			335.01
EXH-40300	CATALYTIC MUFFLER 2006 I/C	350400CAT OE	1	Each			1649.1
2007 Thomas R.E.							
EXH-40245	Tail Pipe, TPTP96TB	TPTP96TB	5	Each			109.64
EXH-40400	Straight Pipe, 400STP10 4						

**KENTON COUNTY BOARD OF EDUCATION
BUS EXHAUST PARTS 2021-2022**

ALL PARTS MUST BE COMPATIBLE WITH OTHER SYSTEMS SUCH AS: AUTO-JET EXHAUST SYSTEMS							AUTOJET
	DESCRIPTION	PART NUMBER	ESTIMATED QUANTITY	UOM	UNIT PRICE	EXCEPTIONS	UNIT PRICE
EXH-40305	CATALYTIC MUFFLER 2008 THOMAS, 400CATSI	400CATSI	2	Each			1661.42
	Muffler Support FC International						
EXH-40250	Muffler Support, 1680153C91	OVMHIHFC	2	Each			94.12
	2010 Thomas 340						
EXH-40255	Exhaust Diffuser 04- 24971-000	FRLDIFF	2	Each			124.42
EXH-40310	Exh Flex Pipe 4" SS , 16- 400S	FLEX400SS	10	PER FOOT			78.52
EXH-40315	Exh S-Pipe (Bus #95- 99), KYINDETMVPFOA	KYINDETMVPFOA	1	Each			262.02
EXH-40320	2 Piece Exh Pipe, TMVPFOA46	TMVPFOA46	1	Each			153.88
EXH-40325	Exh Pipe Over Axle, TMVPOA83	TMVPOA83	4	Each			409.68
EXH-40330	Exh Pipe (Bus #98), TMVTP950-L	TMVTP950-L	2	Each			220.78
EXH-40335	Muffler Hgr RE Thomas, TPMH901	TPMH901	6	Each			92.87
EXH-40340	Muffler Cat #228-4860	11-0065	1	Each			314.06
EXH-40345	Exhaust Clamp #3612947C1		2	Each			
EXH-40350	Exhaust pipe turbo to DPF C2 #FRLT5111	FRLT5111	2	Each			738.08
EXH-40355	Muffler #TP400400CTSI	400CATSI	2	Each			1683.04
EXH-40405	Exhaust Pipe Hanger, FRLPH921	FRLPH921		each			83.34
EXH-40410	Header Pipe, 04-22446- 000	FRLT4460	1	Each			224.75

LEAD TIME: 14 Days / EXCEPTION(S) TIME CONSTRAINTS ON MADE TO ORDER PARTS /PARTS OUT OF STOCK.

Boyd - Compliant

KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID
BID FORM

REQUIRED FORM-MUST BE COMPLETED
Leave blank if not applicable

PARTS / PRODUCT ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTION(S)
Bus Parts	20 %	Call for quote
	%	
	%	
	%	

Mark "none" if not bidding catalog discount 0% Discount will be assumed if left blank

Lead Time after receipt of order: 3 days

Leave blank if not applicable

TYPE OF LABOR (i.e., Painting, Towing, etc.)	RATE	TYPE OF RATE (i.e., per hour, OT, etc.)	EXCEPTION(S)
Bus Field	\$ 160 .00	hour	
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		

Mark "none" if not bidding labor

In compliance with the INVITATION TO BID, and subject to all 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 above in the Exceptions columns.

NAME OF COMPANY:	Boyd Company
ADDRESS:	215 Meeks Road Dry Ridge, KY 41035
PRINT OR TYPE NAME:	Shane Thompson
OFFICIAL TITLE:	On-Highway Product Support Rep.
PHONE NUMBER:	(859) 338-9159
FAX NUMBER:	(859) 254-2750
INTERNET ADDRESS:	
EMAIL ADDRESS:	Shane Thompson shanethompson@boydcat.com
ORDERING INFORMATION (PURCHASE ORDER SUBMISSIONS)	
TOLL FREE OR LOCAL (required) TELEPHONE NUMBER:	(502) 775-2648
FAX NUMBER:	
EMAIL ADDRESS:	Thomas_Bus-Parts@boydcat.com

We WILL / WILL NOT (circle one) accept Procurement Cards as payment.

Authorized Signature: Shane Thompson Date: 5/10/22

CONFLICT OF INTEREST
REQUIRED FORM - MUST BE COMPLETED

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 5/10/22

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.**

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID**

REQUIRED FORM FOR KY BIDDERS - MUST BE COMPLETED

**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.

Shane Thompson
Signature

Shane Thompson
Printed Name

On-Highway Sales Rep
Title

5/10/22
Date

Company Name

Address

Boyd Company
215 Meeks Rd
Dry Ridge, KY 41035

Subscribed and sworn to before me by Shane Thompson On-Highway Sales Rep.
(Affiant) (Title)

of Boyd Company this 10 day of May, 2022.
(Company Name)

Jenni L. Bryant #604539
Notary Public

[seal of notary]

My commission expires: 7/31/2022

CPS- compliant

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID
BID FORM**

REQUIRED FORM--MUST BE COMPLETED
Leave blank if not applicable

PARTS / PRODUCT ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTION(S)
<i>ALL / Catalog</i>	<i>10 %</i>	
	<i>%</i>	
	<i>%</i>	
Mark "none" if not bidding catalog discount 0% Discount will be assumed if left blank		

Lead Time after receipt of order: *1-3* days

Leave blank if not applicable

TYPE OF LABOR (i.e., Painting, Towing, etc.)	RATE	TYPE OF RATE (i.e., per hour, OT, etc.)	EXCEPTION(S)
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
Mark "none" if not bidding labor			

In compliance with the INVITATION TO BID, and subject to all 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 above in the Exceptions columns.

NAME OF COMPANY:	<i>CPS Office Products</i>
ADDRESS:	<i>1614 Dolwick Dr. Erlanger, KY 41018</i>
PRINT OR TYPE NAME:	<i>Denny Smith</i>
OFFICIAL TITLE:	<i>Sales</i>
PHONE NUMBER:	<i>859-581-1768</i>
FAX NUMBER:	<i>859-581-4182</i>
INTERNET ADDRESS:	<i>WWW.CPS4SERVICE.COM</i>
EMAIL ADDRESS:	<i>Sales@CPS4SERVICE.COM or DSmith@CPS4SERVICE.COM</i>
ORDERING INFORMATION (PURCHASE ORDER SUBMISSIONS)	
TOLL FREE OR LOCAL (required) TELEPHONE NUMBER:	<i>859-581-1768</i>
FAX NUMBER:	<i>859-581-4182</i>
EMAIL ADDRESS:	<i>SALES@CPS4SERVICE.COM</i>

We *WILL* / WILL NOT (circle one) accept Procurement Cards as payment.

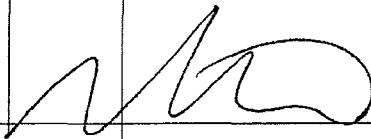
Authorized Signature: _____

Date: *5/17/22*

CONFLICT OF INTEREST
REQUIRED FORM - MUST BE COMPLETED

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

5/17/22

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.

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID**

REQUIRED FORM FOR KY BIDDERS - MUST BE COMPLETED

**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
President
Title

Jason Sideraica
Printed Name
5-17-2022
Date

Company Name
Address

Complete Painter Source, Inc.
DBA: CPS office Products
1614 Delawick Dr.
Evansville, KY 40018

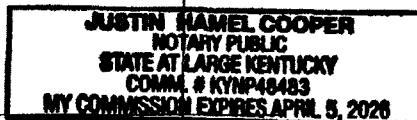
Subscribed and sworn to before me by

[Signature] President
(Affiant) (Title)

of CPS office Products
(Company Name)

this 1st day of May, 2022.

Notary Public
[seal of notary]



My commission expires: April 5, 2026

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 #)**

DISCOUNT BID SUPPLEMENT F (Bid #27-DB/F-20/23)

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 "DISCOUNT BID SUPPLEMENT F" 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 "DISCOUNT BID SUPPLEMENT F" 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 June 7, 2022, through December 31, 2023.

TIME OF BID OPENING

Bids will be opened at 2:00 p.m. on Wednesday, May 18, 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.

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.

Discover - Aquatics - Compliant

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID
BID FORM**

REQUIRED FORM--MUST BE COMPLETED
Leave blank if not applicable

PARTS / PRODUCT ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTION(S)
Aquarium equipment	10% %	
	%	
	%	
	%	
Mark "none" if not bidding catalog discount		0% Discount will be assumed if left blank

Lead Time after receipt of order: _____ days

Leave blank if not applicable

TYPE OF LABOR (i.e., Painting, Towing, etc.)	RATE	TYPE OF RATE (i.e., per hour, OT, etc.)	EXCEPTION(S)
Maintenance	\$ 0 .		
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
Mark "none" if not bidding labor			

In compliance with the INVITATION TO BID, and subject to all 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 above in the Exceptions columns.

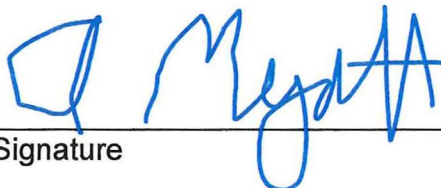
NAME OF COMPANY: Discover Aquatics Shop
ADDRESS: 5054 Old Taylor Mill Rd
PRINT OR TYPE NAME: Andrew Myatt
OFFICIAL TITLE: Owner
PHONE NUMBER: 8593913474
FAX NUMBER:
INTERNET ADDRESS: discoveraquaticsshop.com
EMAIL ADDRESS: discoveraquaticsshop@gmail.com
ORDERING INFORMATION (PURCHASE ORDER SUBMISSIONS)
TOLL FREE OR LOCAL (required) TELEPHONE NUMBER: 8593913474
FAX NUMBER:
EMAIL ADDRESS: discoveraquaticsshop@gmail.com

We **WILL / WILL NOT** (circle one) accept Procurement Cards as payment.

Authorized Signature:  **Date:** 5/16/2022

CONFLICT OF INTEREST
REQUIRED FORM – MUST BE COMPLETED

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

5/16/2022

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.**

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID**

REQUIRED FORM FOR KY BIDDERS – MUST BE COMPLETED

**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

Andrew Myatt

Printed Name

Owner

Title

5/22/2022

Date

Company Name

Discover Aquatics Shop

Address

5054 Taylor Mill Rd

Taylor Mill, Ky 41018

Subscribed and sworn to before me by

(Affiant)

(Title)

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

Notary Public

[seal of notary]

My commission expires: _____

Huntington Learning - Compliant

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID
BID FORM**

REQUIRED FORM--MUST BE COMPLETED
Leave blank if not applicable

PARTS / PRODUCT ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTION(S)
Tutoring instructions in center	Call to quote %	
Tutoring instructions virtual	Call to quote %	
Tutoring instructions on site at school campus	Call to quote %	
Mark "none" if not bidding catalog discount		0% Discount will be assumed if left blank

Lead Time after receipt of order: 30 days


Leave blank if not applicable

TYPE OF LABOR (i.e., Painting, Towing, etc.)	RATE	TYPE OF RATE (i.e., per hour, OT, etc.)	EXCEPTION(S)
none	\$.		
none	\$.		
none	\$.		
none	\$.		
none	\$.		
none	\$.		
none	\$.		
Mark "none" if not bidding labor			

In compliance with the INVITATION TO BID, and subject to all 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 above in the Exceptions columns.

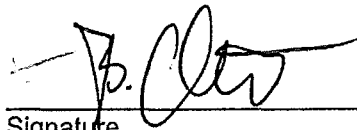
NAME OF COMPANY:	Huntington Learning Center Crescent Springs KY
ADDRESS:	2347 Buttermilk Crossing Crescent Springs KY 41017
PRINT OR TYPE NAME:	Borislav Christow
OFFICIAL TITLE:	Owner
PHONE NUMBER:	859-331-3900
FAX NUMBER:	859-331-1316
INTERNET ADDRESS:	https://huntingtonhelps.com/center/crescent-springs
EMAIL ADDRESS:	CrescentSpringsKY@HLCmail.com
ORDERING INFORMATION (PURCHASE ORDER SUBMISSIONS)	
TOLL FREE OR LOCAL (required) TELEPHONE NUMBER:	859-331-3900
FAX NUMBER:	859-331-1316
EMAIL ADDRESS:	CrescentSpringsKY@HLCmail.com ; Fordyces@HLCmail.com

We WILL / WILL NOT (circle one) accept Procurement Cards as payment.

Authorized Signature:  Date: 5-17-2022

CONFLICT OF INTEREST
REQUIRED FORM – MUST BE COMPLETED

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.
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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

5-17-2022

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.**

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID**

REQUIRED FORM FOR KY BIDDERS - MUST BE COMPLETED

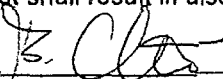
**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

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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

Borislav N. Christow

Printed Name

Owner

May 17 - 2022

Title

Date

Company Name

Huntington Learning Center Crescent Springs

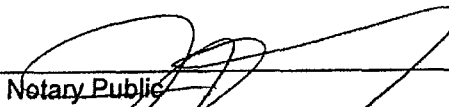
Address

2347 Buttermilk Crossing

Crescent Springs KY 41017

Subscribed and sworn to before me by Borislav N. Christow Owner
(Affiant) (Title)

of Huntington Learning Center Crescent this 17 day of May, 2022
(Company Name) Springs



Notary Public
[seal of notary]

My commission expires: 4/18/2026



IXL - compliant

KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID
BID FORM

REQUIRED FORM--MUST BE COMPLETED
Leave blank if not applicable

PARTS / PRODUCT ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTION(S)
None	0% %	
	%	
	%	
Mark "none" if not bidding catalog discount	0% Discount will be assumed if left blank	

Lead Time after receipt of order: 14 days

IXL's pricing reflects volume and multi-subject discounts for IXL site license subscriptions. These discounts are included in the attached Pricing Sheet

Leave blank if not applicable

TYPE OF LABOR (i.e., Painting, Towing, etc.)	RATE	TYPE OF RATE	
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
Mark "none" if not bidding labor	\$.		

In compliance with the INVITATION TO BID, and subject to all 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 above in the Exceptions columns.

NAME OF COMPANY: IXL Learning, Inc.
ADDRESS: 777 Mariners Island Blvd. Ste 600 San Mateo, CA 94404
PRINT OR TYPE NAME: Paul Mishkin
OFFICIAL TITLE: CEO
PHONE NUMBER: (250)-372-4040
FAX NUMBER: (650)-372-4300
INTERNET ADDRESS: https://www.ixl.com/us/kentucky
EMAIL ADDRESS: Proposals@ixl.com
ORDERING INFORMATION (PURCHASE ORDER SUBMISSIONS)
TOLL FREE OR LOCAL (required) TELEPHONE NUMBER: (855) 255-8800
FAX NUMBER: (650) 372-4031
EMAIL ADDRESS: orders@ixl.com

We **(WILL)** / WILL NOT (circle one) accept Procurement Cards as payment.

Authorized Signature: Paul Mishkin Date: 5/13/22

CONFLICT OF INTEREST
REQUIRED FORM – MUST BE COMPLETED

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 - 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.
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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.

Pamela
Signature

5/13/22
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.**

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID**

N/A

REQUIRED FORM FOR KY BIDDERS – MUST BE COMPLETED

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

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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: _____

IXL Pricing

IXL is pleased to offer IXL for Kenton County School District: 20-23: Discount Bid Supplement F.

IXL offers flexible site license and professional development options to effectively meet the needs of schools and districts.

IXL Site Licenses

IXL site licenses are offered as annual student subscriptions, in increments of 25 licenses. For subscriptions of over 1,000 students, licenses are offered in increments of 50.

Students and teachers have access to the full curriculum for subscribed subjects, as well as the Real-Time Diagnostic, IXL Analytics, personalized recommendations, and automatic access to new content and feature enhancements. There are no additional fees for maintenance or version updates.

IXL is committed to successful implementation and provides an experienced in-state district partnership team at no additional cost to support Kenton County School District throughout the life of the contract. This support includes subscription management, integration services, professional development planning, and regular data check-ins. Additionally, IXL provides teachers with free customer service and a suite of online resources that includes user guides, videos, and guidance on effective implementation strategies.

IXL's all-inclusive approach offers the district exceptional value and cost certainty. With a site license subscription, schools and districts receive:

- Comprehensive curriculum aligned to Kentucky Common Core, the Kentucky Academic Standards, and the Kentucky Early Childhood Standards
- Continuous and benchmark grade-level assessment in math and ELA with the IXL Real-Time Diagnostic
- Actionable analytics with up-to-date reports and progress growth monitoring
- Tailored recommendations and personalized action plans in math and ELA
- Open access to subject content in all grades
- Year-round access from home and school
- Online resources, e.g., implementation guides, videos, and standards alignments
- 24/7 online help center
- Phone and email customer service support
- Autorostering support
- SSO support
- Maintenance and updates
- Access to new content and features
- District partnership team support
- Unlimited teacher accounts

Table 1 lists the annual per student rate for single- and multi-subject site licenses (math, English language arts, science, and social studies). With tiered license options, IXL's volume pricing represents district savings of up to 25% off the \$12 base price for one subject. IXL also offers IXL Spanish, starting at \$7.50 per student.

The **eLearning Library** is offered at a price based on a percentage of the site license purchase. This collection of over 50 microlearning videos covers every essential function of IXL and includes content

from both Foundations I and II. With the eLearning Library, teachers have on-demand professional development that fits their high-demand schedules.

Table 1 - IXL offers volume discounts based on the number of students and subjects subscribed

IXL Site License Pricing (per Student per Year)						
Students	One Subject	Two Subjects	Three Subjects	Four Subjects	IXL Spanish	eLearning Library
150+	\$12.00	\$17.50	\$21.50	\$23.50	\$7.50	10% of total
250+	\$11.50	\$17.00	\$21.00	\$23.00	\$7.00	10% of total
1,000+	\$11.00	\$16.50	\$20.50	\$22.50	\$6.50	8% of total
2,500+	\$10.50	\$16.00	\$20.00	\$22.00	\$6.00	7% of total
5,000+	\$10.00	\$15.50	\$19.50	\$21.50	\$5.50	6% of total
7,500+	\$9.75	\$15.25	\$19.00	\$21.00	\$5.25	5% of total
10,000+	\$9.50	\$15.00	\$18.00	\$20.00	\$5.00	4% of total
15,000+	\$9.25	\$14.75	\$17.50	\$19.50	\$4.75	3.5% of total
20,000+	\$9.00	\$14.50	\$17.00	\$19.00	\$4.50	3.5% of total

IXL Professional Development

Professional development (PD) is highly recommended to help teachers maximize IXL's impact in their classrooms. IXL offers in-person, virtual, and blended delivery options to support flexible, year-long professional development plans. Each PD session is led by a professional learning specialist with extensive education experience and IXL implementation knowledge. IXL offers a range of a la carte PD, virtual PD packages, on-site PD, train-the-trainer, and district success packages.

Virtual A La Carte PD

Please see **Table 2** for IXL's a la carte virtual PD options.

Table 2 - IXL offers convenient virtual PD options

Virtual Professional Development	
Description	Pricing
IXL Foundations I: Essential Tools for Daily Instruction	\$495.00 per building

Virtual Professional Development	
Description	Pricing
90-minute virtual session focused on effective implementation of IXL, including best practices for using the Real-Time Diagnostic, IXL curriculum, and Recommendations to support daily instruction and personalized learning.	(up to 50 attendees) \$995.00 per building (up to 200 attendees)
IXL Foundations II: Strategies for Data-Driven Classrooms 90-minute virtual session with a deep dive into IXL Analytics and adapting instruction using up-to-the-minute insights. Emphasis on practical strategies for using data to support students.	\$495.00 per building (up to 50 attendees) \$995.00 per building (up to 200 attendees)
Foundations for Science, Social Studies, or Spanish 90-minute virtual session designed to focus on one of these subjects and will cover everything teachers need to begin implementing IXL in their classrooms. These sessions cover both curriculum and analytics.	\$495.00 per building (up to 50 attendees) \$995.00 per building (up to 200 attendees)
IXL for Early Elementary 60-minute virtual session designed to support Pre-K through 2nd grade teachers with IXL implementation. Covers best practices for using IXL with early elementary students and takes a deep dive into how IXL's math and ELA curriculum is scaffolded to help young learners develop a strong foundation of knowledge and build their confidence and curiosity.	\$495.00 per building (up to 50 attendees) \$995.00 per building (up to 200 attendees)
Diagnostic Deep Dive 60-minute virtual session designed to support teachers as they implement the Real-Time Diagnostic in their classrooms. Teachers will learn strategies on how to use the Diagnostic to personalize instruction and monitor student progress and growth.	\$495.00 per building (up to 50 attendees) \$995.00 per building (up to 200 attendees)
Analytics for School Leaders 60-minute virtual training session for administrators on using insights from School Analytics to drive effective IXL implementations. Evaluate how schools are measuring up to research-based best practices and discuss next steps for maximizing the impact of IXL on students.	\$495.00 per building (up to 50 attendees) \$995.00 per building (up to 200 attendees)
Getting Started with IXL 60-minute session on getting started with using IXL, covering how to set up classes and distribute student sign-in details, find and assign	\$495.00 per building (up to 50 attendees)

Virtual Professional Development	
Description	Pricing
essential skills using IXL skill plans, set appropriate goals for students, and monitor their progress. IXL will also allow time for Q&A to address any questions.	\$995.00 per building (up to 200 attendees)

Virtual PD Packages

Please see **Table 3** for IXL's virtual PD package options.

Table 3 - IXL PD packages are designed to provide robust implementation support

Virtual Professional Development Packages	
Description	Pricing
<p>IXL Core PD Package</p> <p>The IXL Core PD Package is designed to give teachers everything they need for an effective implementation. Teachers will learn best practices for using the Real-Time Diagnostic, IXL curriculum, and Recommendations to support daily instruction and personalize learning. An IXL Professional Learning Specialist will partner school leaders to create a custom PD plan that supports a successful implementation. The Package includes:</p> <ul style="list-style-type: none"> ● PD Planning Call: IXL's Professional Learning Specialist will discuss school goals for IXL and help determine the best implementation plan for success. ● IXL Foundations I (math and ELA only) ● IXL Foundations II ● eLearning Library <p>Option: 60-minute add-on sessions (\$495 each or 3 for \$1,295)</p> <ul style="list-style-type: none"> ● IXL for Early Elementary. Designed to support Pre-K through 2nd grade teachers with IXL implementation. The session covers best practices for using IXL with early elementary students and takes a deep dive into how IXL's math and ELA curriculum is scaffolded to help young learners develop a strong foundation of knowledge. ● Analytics for School Leaders. Introduction to IXL School Analytics how it can help boost teacher engagement, achieve research-backed results, and maintain a better view into students' overall learning gains throughout the year. ● Diagnostic Deep Dive. Walks teachers through monitoring students' growth and personalizing instruction with the Real-Time Diagnostic. 	<p>\$995.00 per building (up to 50 attendees)</p>

Virtual Professional Development Packages	
Description	Pricing
<ul style="list-style-type: none"> ● Foundations for Science and Social Studies. Covers everything teachers need to begin implementing IXL in their science and/or social studies classrooms. This session covers both curriculum and analytics. ● Implementation Coaching Session. Review how teachers have begun using IXL in their classroom and discuss best practice strategies for making it part of their daily instruction. ● Analytics Coaching Session. Dive into analytics and recommend effective next steps based on students' data ● Data Review (30-minutes). Evaluate usage and how it compares to research-based best practices, as well as next steps for maximizing the impact of IXL on students for the remainder of the year. 	
<p>IXL Core PD Package for Large Audiences</p> <ul style="list-style-type: none"> ● PD Planning Call. ● IXL Foundations I (math and ELA only) ● IXL Foundations II <p>Option: 60-minute add-on sessions (\$995 each or 3 for \$2,595)</p> <ul style="list-style-type: none"> ● Analytics for School Leaders ● IXL for Early Elementary ● Diagnostic Deep Dive ● Data Review ● Foundations for Science and Social Studies 	<p>\$1,795.00 per building (up to 200 attendees)</p>
<p>Real-Time Diagnostic Package</p> <p>Learn how to drive student growth with IXL's Real-Time Diagnostic. Learn everything needed to implement IXL's Real-Time Diagnostic, personalize instruction, and monitor student growth. Package includes:</p> <ul style="list-style-type: none"> ● PD planning call ● Foundations I ● Foundations II ● Diagnostic Deep Dive ● IXL School Analytics 	<p>\$1,650.00 per building (up to 50 attendees)</p> <p>\$2,895.00 per building (up to 200 attendees)</p>
<p>Express PD Package</p> <p>Designed to fit into an existing meeting or prep time. An IXL Professional Learning Specialist will collaborate and create a tailored PD path that fits</p>	<p>\$995.00 per building (up to 50 attendees)</p>

Virtual Professional Development Packages	
Description	Pricing
<p>teachers' busy schedule. This package includes a core 60-minute "Getting Started with IXL" session and a choice of three 30-minute webinars.</p> <ul style="list-style-type: none"> • PD planning call • 60-minute Getting Started session • Three 30-minute sessions (option to add more) 	

On-Site PD

Please see **Table 4** for IXL's on-site PD offerings.

Table 4 - On-site experiences can be customized to fit the needs of schools and districts

On-Site Professional Development	
Description	Pricing
<p>IXL Live: School Edition</p> <p>This session consists of 4.5 hours on effective IXL implementation, followed by 1.5 hours of guided teacher planning time.</p>	\$3,200.00
<p>Flex On-site</p> <p>One or more 90-minute sessions focused on practical strategies for using IXL in daily instruction. \$500 for each additional 90 minutes.</p>	\$2,200.00

Train-the-Trainer PD

Please see **Table 5** for IXL's train-the-trainer options.

Table 5 - IXL offers train-the-trainer plans to help build trainer capacity in the district

Train-the-Trainer Professional Development	
Description	Pricing
<p>Train-the-Trainer Bundle</p> <p>This bundle is designed to build capacity within the district to empower up to 80 instructional leaders who can provide effective professional development on IXL.</p> <ul style="list-style-type: none"> • Planning call • 2 on-site sessions • 2 virtual sessions • Training materials 	\$6,500.00

Train-the-Trainer Bundle Option 2 This bundle is designed to build capacity with the district or school and empower up to 40 instructional leaders to provide effective professional development on IXL. <ul style="list-style-type: none"> • Planning call • 1 on-site session • 1 virtual session • Training materials 	\$3,500.00
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District Success Packages

Please see **Table 6** for IXL's district implementation packages.

Table 6 - IXL District Success PD packages are designed for effective district-level implementation

District Success Professional Development Packages	
Description	Pricing
Basic District Success Package The Basic District Success Package provides districts with everything they need for a successful district-wide implementation of IXL. The package includes: <ul style="list-style-type: none"> • Professional Learning Sessions - 3 on-site training sessions; 6 hours each • Three virtual PD sessions - 90 minutes each. • Analytics for School Leaders - 60 minutes <ul style="list-style-type: none"> ○ All school site leaders will participate in a session to develop strategies for using IXL in their schools, including instruction on using Analytics for School Leaders to monitor and drive successful implementation. • Four-part Customized Webinar Series - 30 minutes each <ul style="list-style-type: none"> ○ IXL will provide a 4-part series of bite-sized 30-minute webinars that highlight a specific feature or strategy for IXL. These can be used to kick off the beginning of the school year, or to share best practices during key times of year, e.g., prior to spring testing. • Two Data Reviews <ul style="list-style-type: none"> ○ At the middle and end of the year, IXL will schedule a consultation call to discuss schools' progress within IXL and confirm areas of achievement, address any challenges, and optimize usage of the platform to meet and exceed district goals. 	\$15,000
District Success Package	\$25,000.00

District Success Professional Development Packages	
Description	Pricing
<p>The District Success Package provides districts with everything they need for a successful district-wide implementation of IXL. The package includes:</p> <ul style="list-style-type: none"> • Dedicated District Partnership Specialist • Custom implementation plan • Scope and sequence alignment (can be exchanged for additional PD) • Strategy session for site leaders • Quarterly data reviews • 5 on-site PD sessions • 6 virtual PD sessions • Customized webinar series • One-on-one coaching • eLearning Library 	
<p>Elite District Success Package</p> <p>IXL's Elite District Success Package offers dedicated, personalized support success from the district to the school to the classroom. As the district's partner, IXL will help maximize engagement, optimize instruction, and achieve the district's IXL goals. The package includes:</p> <ul style="list-style-type: none"> • Dedicated District Partnership Specialist and Professional Learning Specialist • Custom implementation plans • Scope and sequence alignments • District hub for IXL resources • Strategy session for site leaders • Quarterly data reviews • 15 on-site PD sessions • 30 virtual PD sessions • Customized webinar series • One-on-one coaching • eLearning Library 	\$75,000.00

Introduction to IXL

IXL is a personalized learning platform that helps educators differentiate instruction and accelerate learning for all students. The platform is built on a comprehensive pre-K to grade 12 math and English language arts (ELA) curriculum that is aligned to the Common Core, the Kentucky Academic Standards and the Kentucky Early Childhood Standards. For science and social studies, IXL offers Common Core, the Kentucky Academic Standards, and the Kentucky Early Childhood Standards -aligned curriculums for grades 2-8. IXL also offers introductory Spanish aligned to the Kentucky Academic Standards and the American Council on the Teaching of Foreign Languages (ACTFL) World Readiness Standards.

Today, IXL is used by 13 million students and 800,000 teachers in over 190 countries. Implemented in all 50 states and the top 100 school districts, **one in five students in the U.S. is learning on IXL**. The company is in strong financial standing and invests heavily in product development to ensure the most effective learning platform to help every student reach their potential. IXL Learning's family of products now includes ABCya, Education.com, Vocabulary.com, Wyzant, and Rosetta Stone.



20+ years
of edtech
excellence



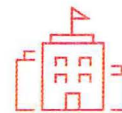
Over 100 billion
questions answered
and counting



Used by
13 million
students



Trusted by over
800,000
teachers



Used in all of the
top 100
U.S. school districts

Over 20 Years of Innovation

For over 20 years, IXL Learning has been an innovator in educational technology. The company was founded in 1998 with Quia Web, the first online collaboration community and resource creation tool for teachers. In 2007, the company launched IXL, featuring a comprehensive standards-aligned curriculum, the first and only real-time diagnostic, and analytics that put authentic, data-driven instruction within reach for every teacher. **Figure 1** highlights IXL's major development milestones.

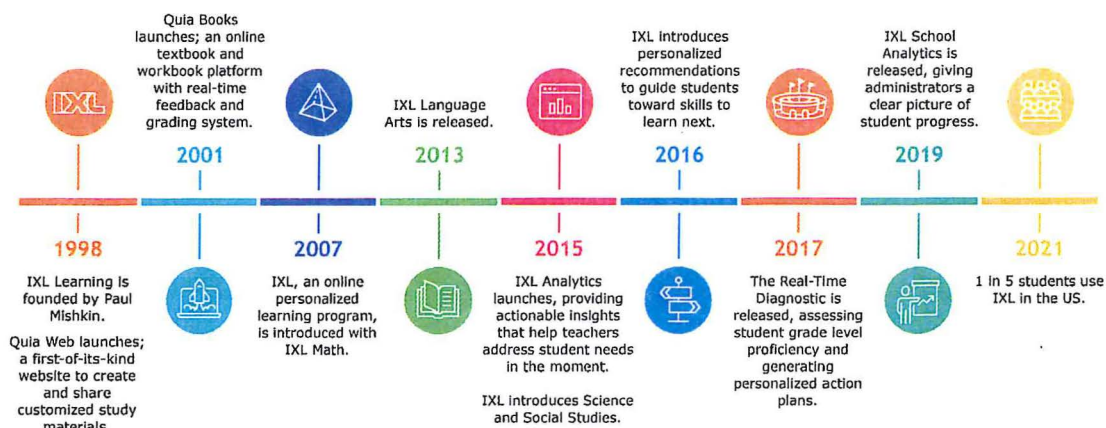


Figure 1 - IXL has a 20-year track record of educational technology innovation

Exceptional Organizational Qualifications

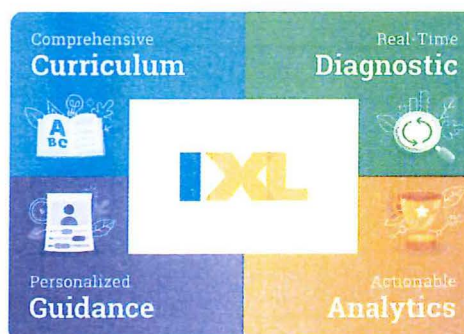
IXL employs over 1,000 employees across offices in California, North Carolina, Arizona, Illinois, Virginia, Colorado, Washington, and Rhode Island. IXL also has offices in Canada, Germany, and the United Kingdom. IXL's curriculum and product development teams are composed of educators, PhDs, and technologists with expertise in mathematics, linguistics, speech, science, and related disciplines. IXL's Professional Learning Group consists of former educators who combine diverse education experience with IXL implementation expertise to deliver relevant professional development training for teachers and administrators. IXL staff—from engineers to user interface designers—are dedicated to the shared mission of creating a high-quality personalized learning platform to meet the needs of every student.



A Single Integrated Platform for In-Class, Remote, and Hybrid Instruction

IXL is built on four key components: a comprehensive standards-aligned curriculum, the Real-Time Diagnostic, personalized guidance, and actionable analytics.

IXL's adaptive curriculum is comprehensive and rigorous, with more than 8,000 skills aligned to the Common Core, the Kentucky Academic Standards and the Kentucky Early Childhood Standards. IXL has spent over 10 years crafting an adaptive and rigorous PK-12 curriculum. IXL unpacks each standard into highly targeted skills to help teachers measure student knowledge, pinpoint gaps in understanding, and focus instruction. IXL makes lesson planning simple with interactive skill plans specially designed to map out teachers' instructional resources, including popular textbooks and the Common Core, the Kentucky Academic Standards and the Kentucky Early Childhood Standards, with custom-built IXL skills that precisely match each topic and standard. IXL skills are adaptive and scaffolded with multiple levels of rigor to meet students where they are and challenge them to reach mastery. With an open platform, students have access to the full IXL curriculum in all grades. This benefits both students who need to revisit foundational skills and address unfinished learning, as well as accelerated learners who are ready to explore more advanced skills. Whether for intervention or enrichment, IXL ensures students always have the skills they need, regardless of grade level. IXL offers audio support in ELA and math through grade 5 and 8, respectively, and key math skills in grades PreK through Geometry offer Spanish translation.



The IXL Real-Time Diagnostic pinpoints each student's grade level proficiency overall and in key math and ELA strands. The Real-Time Diagnostic is uniquely powerful in its capability for both continuous and benchmark assessment of student performance. Teachers always have up-to-date understanding of students' knowledge and thus are able to identify and address knowledge gaps much sooner. At the same time, the Diagnostic can also be scheduled for Snapshot mode, which enables administrators to set benchmark periods to capture student knowledge levels at fixed points in time for high-level reporting and decision-making. Significantly, the Diagnostic goes beyond simply relaying data; it provides actionable next steps for effective data-driven instruction, including strategic student groupings for remediation and personalized action plans to accelerate growth for every student.

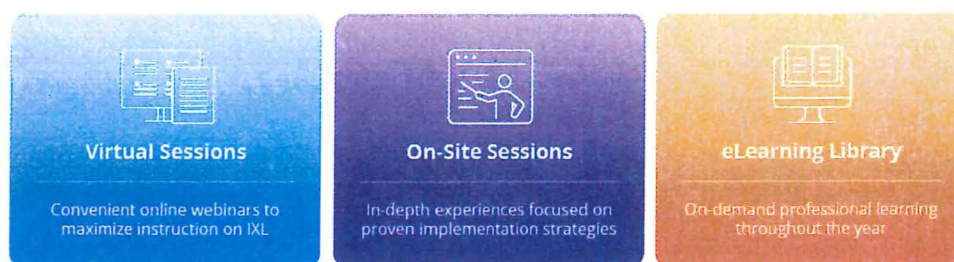
IXL provides personalized guidance to help every student achieve mastery at their own pace. IXL believes every student has the innate desire and ability to achieve mastery and recognizes that learning is not a linear path. IXL meets each student where they are with just-right skills in their zone of proximal development for an authentically personalized learning experience. IXL guides students through the curriculum, moving forwards and backwards at the right level of difficulty so they are challenged but never discouraged. IXL supports students with in-skill recommendations; skills suggested at the point of need for just-in-time remediation. On IXL, students receive direct instruction with 'Learn with an Example' solutions and, in math grades 6-8, video tutorials to complement each IXL skill.

Students receive immediate positive feedback on correct answers and a detailed explanation when they miss a question. With this in-the-moment support, students are never 'stuck' on IXL and do not need to wait for the next class or teacher support to get back on track.

IXL Analytics provides actionable data that makes differentiated instruction easy for teachers. IXL Analytics takes in data from all of a student's work in IXL to uncover insights that enable efficient data-driven instruction. With IXL Analytics, teachers always have current data on students' grade level and skill level proficiency. From illuminating student trouble spots and generating personalized action plans to tracking progress over time and interacting live with students for in-the-moment support, IXL helps teachers make effective instructional decisions and provide targeted instruction for the whole class, small groups, and each student. With school and district analytics for administrators, and personal analytics for students, IXL supports in-depth reporting at multiple levels, from the district to the student.

Customizable Professional Development Relevant to Teachers' Daily Instruction

IXL professional development (PD) is designed to help teachers maximize the platform's impact on student learning: effectively implementing the platform, establishing best practices to ensure usage with fidelity, and leveraging actionable insights to personalize instruction. IXL tailors training for district and school-level implementation in alignment with instructional objectives. IXL offers virtual, on-demand, and on-site options for flexible year-long PD.



IXL PD sessions are delivered by IXL's Professional Learning Group (PLG), composed of former educators with decades of combined experience in elementary and secondary education and a diverse range of specialties, including mathematics, English, intervention, special education, blended learning, competency-based education, data-driven instruction, and curriculum development. They also have experience as instructional coaches, curriculum designers, and school and district administrators. With this breadth and depth of experience, the PLG designs and delivers practical, authentic professional learning opportunities that are rooted in the realities of today's classrooms. In particular, they are passionate about supporting struggling students, and work regularly with IXL teachers to help them accelerate progress for the learners who need it most.

Research-Based and Research-Proven

IXL is built on learning science research and proven to be effective in improving student achievement.

Awarded Research-Based Design Product Certification issued by Digital Promise

In May 2021, IXL was awarded the **Research-Based Design Product Certification¹** issued by Digital Promise, an independent product review agency that uses a rigorous assessment process to certify that products are designed for learning according to research. With certification, Digital Promise certifies that IXL:

1. Consulted rigorous and empirical research about learning to inform product design decisions;
2. Developed a theoretical framework, such as a logic model or theory of change, grounded in research about how people learn to drive product planning and decision making; and
3. Published the product's research basis in a form the public can easily access. IXL's Design Principles² white paper describes how IXL product development and curriculum design teams leverage best practices from educational research when creating content and features for IXL.



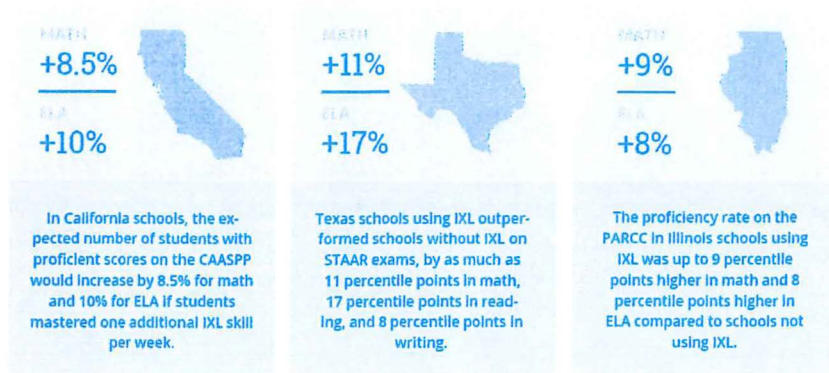
With Digital Promise product certification, the District can be assured that **IXL is a trustworthy, reliable, and transparent solution grounded in learning science research.**

¹ Digital Promise Research-Based Design Product Certification: productcertifications.digitalpromise.org/certified-products

² IXL Design Principles: www.ixl.com/research/IXL_Design_Principles.pdf

Proven Effective for All Student Populations

Efficacy studies have consistently shown that schools using IXL outperform schools using any other solution or method. Research shows that IXL is effective for improving performance for English Language Learners (ELLs) and students from urban schools, Title I schools, as well as low income and low performing schools. Studies on 64,637 public schools in 31 states have consistently found that schools using IXL outperform non-IXL schools on state assessments, by as much as 18 percentile points. See IXL's research at www.ixl.com/research.



Awards and Recognitions

IXL is a recognized leader in educational technology and recipient of notable awards, including:

SIIA CODiE Awards

- Best Foundational English Language Arts Instructional Solution (2021)
- Best Advanced Mathematics Instructional Solution (2021)
- Best Educational App (2017, 2018, 2020)

//CODiE//



Edtech Digest Cool Tool Awards:

- E-learning, Blended, or Flipped Solution (2019, 2020)
- Best Language Arts Solution (2018)
- Best Content Provider Solution (2016)
- Best App for Middle and High School (2016)



Tech and Learning

- Best Remote & Blended Learning Tools (2021)
- Best Use of a Product in a School and District (2019)



EdTech Breakthrough Awards

- Best Student Personalization Solution (2019)



BESSIE Awards

- Best K-12 Multi-Subject Website (2018, 2019)



EDDIE Awards

- Best Multi-Subject Website (2018)

THE Journal Readers' Choice Awards

- Best Math Program (Gold - 2018) | (Platinum - 2016, 2017)

IXL respectfully submits the following clarifications for Kenton County School District's review. IXL is happy to provide additional information if needed.

IXL Clarifications

IXL respectfully submits the following clarifications for consideration. IXL is happy to discuss or provide additional information if needed.

- 1) IXL's terms of service and privacy policy apply to the IXL Service provided by IXL. Such terms and policies in effect as of the date of the District's order shall apply to the extent not inconsistent with the terms set forth in this RFP (as modified by any exceptions submitted by IXL). The terms of service and privacy policy are posted on the following web pages:
 - IXL Learning Terms of Service: <https://www.ixl.com/termsofservice>
 - IXL Learning Privacy Policy: <https://www.ixl.com/privacypolicy>
- 2) IXL requests the maximum permissible exemption from disclosure under public records laws, including under exemptions for confidential, proprietary, and trade secret information and information related to financial condition or computer security.

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID
BID FORM**

REQUIRED FORM--MUST BE COMPLETED
Leave blank if not applicable

PARTS / PRODUCT ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTION(S)
entire inventory: company website www.musicmotion.com	0 %	*Free Shipping & Handling for qualifying items. * certain items including heavy, oversized, drop ship items do not qualify for Free SH
	%	
	%	
Mark "none" if not bidding catalog discount	0% Discount will be assumed if left blank	

Lead Time after receipt of order: 3-5 business days For In-Stock Items

Leave blank if not applicable

TYPE OF LABOR (i.e., Painting, Towing, etc.)	RATE	TYPE OF RATE (i.e., per hour, OT, etc.)	EXCEPTION(S)
N/A	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
Mark "none" if not bidding labor			

In compliance with the INVITATION TO BID, and subject to all 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 above in the Exceptions columns.

NAME OF COMPANY:	Music in Motion
ADDRESS:	1601 E Plano Pkwy, Suite 100 Plano, TX 75074
PRINT OR TYPE NAME:	Kristi Graham
OFFICIAL TITLE:	Bid Coordinator
PHONE NUMBER:	800-445-0649
FAX NUMBER:	866-943-8906
INTERNET ADDRESS:	www.musicmotion.com
EMAIL ADDRESS:	bids@musicmotion.com
ORDERING INFORMATION (PURCHASE ORDER SUBMISSIONS)	
TOLL FREE OR LOCAL (required) TELEPHONE NUMBER:	800-445-0649
FAX NUMBER:	866-943-8906
EMAIL ADDRESS:	orders@musicmotion.com

☒ We **WILL** ☐ **WILL NOT** (circle one) accept Procurement Cards as payment.

Authorized Signature:


Kristi Graham

Date:

5-17-22

CONFLICT OF INTEREST
REQUIRED FORM – MUST BE COMPLETED

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

5.17.22

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.**

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID**

REQUIRED FORM FOR KY BIDDERS – MUST BE COMPLETED

N/A

**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 Secret Garden -
Compliant*

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID
BID FORM**

REQUIRED FORM—MUST BE COMPLETED
Leave blank if not applicable

PARTS / PRODUCT ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTION(S)
	%	
	%	
	%	
Mark "none" if not bidding catalog discount	0% Discount will be assumed if left blank	

Lead Time after receipt of order: _____ days

Leave blank if not applicable

TYPE OF LABOR (i.e., Painting, Towing, etc.)	RATE	TYPE OF RATE (i.e., per hour, OT, etc.)	EXCEPTION(S)
<i>Floral / Flowers</i>	\$.		<i>Call for quote</i>
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
Mark "none" if not bidding labor	\$.		

In compliance with the INVITATION TO BID, and subject to all 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 above in the Exceptions columns.

NAME OF COMPANY:	<i>Roses and More, Inc. DBA The Secret Garden</i>
ADDRESS:	<i>10016 Dixie Highway Florence, Ky 41042</i>
PRINT OR TYPE NAME:	<i>Janet Ratliff</i>
OFFICIAL TITLE:	<i>Secretary</i>
PHONE NUMBER:	<i>859 282-6644</i>
FAX NUMBER:	
INTERNET ADDRESS:	
EMAIL ADDRESS:	<i>roses @ thesecretgardenky.com</i>
ORDERING INFORMATION (PURCHASE ORDER SUBMISSIONS)	
TOLL FREE OR LOCAL (required) TELEPHONE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	

We WILL / WILL NOT (circle one) accept Procurement Cards as payment.

Authorized Signature:

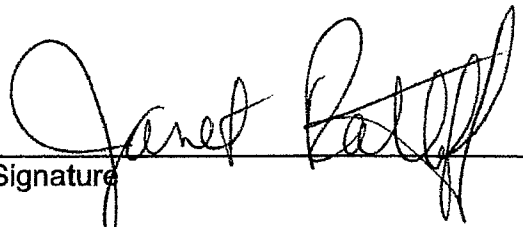
Janet Ratliff, Sec.

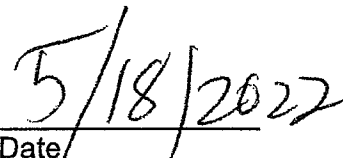
Date:

5/18/2012

CONFLICT OF INTEREST
REQUIRED FORM – MUST BE COMPLETED

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.**

TLG - Compliant

**KENTON COUNTY BOARD OF EDUCATION
DISCOUNT BID
BID FORM**

REQUIRED FORM--MUST BE COMPLETED

Leave blank if not applicable

PARTS / PRODUCT ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTION(S)
All	Varies %	Discount varies based on part or manufacture.
	%	
	%	
	%	
Mark "none" if not bidding catalog discount		0% Discount will be assumed if left blank

Lead Time after receipt of order: 1-3 days

Leave blank if not applicable

TYPE OF LABOR (i.e., Painting, Towing, etc.)	RATE	TYPE OF RATE (i.e., per hour, OT, etc.)	EXCEPTION(S)
All	\$ 155.00	per hour	Cummins Certified for all Cummins Warranty work.
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
	\$.		
Mark "none" if not bidding labor			

In compliance with the INVITATION TO BID, and subject to all 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 above in the Exceptions columns.

NAME OF COMPANY:	TLG Peterbilt - Northern Kentucky
ADDRESS:	635 Viox Dr. Erlanger, KY 41018
PRINT OR TYPE NAME:	Dale Barnett
OFFICIAL TITLE:	Park Manager
PHONE NUMBER:	859-534-6020
FAX NUMBER:	N/A
INTERNET ADDRESS:	TLG Trucks.com
EMAIL ADDRESS:	dbarnett@tlgtrucks.com
ORDERING INFORMATION (PURCHASE ORDER SUBMISSIONS)	
TOLL FREE OR LOCAL (required) TELEPHONE NUMBER:	859-534-6010
FAX NUMBER:	N/A
EMAIL ADDRESS:	dbarnett@tlgtrucks.com

We WILL / WILL NOT (circle one) accept Procurement Cards as payment.

Authorized Signature: _____

DBH

Date: 5/10/22

CONFLICT OF INTEREST
REQUIRED FORM -- MUST BE COMPLETED

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 DBH

Date 5/10/22

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.**

**KENTON COUNTY BOARD OF EDUCATION
BUS PARTS STORE DISCOUNT 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.

DBH
Signature
Parts Manager
Title

Dale Barnett
Printed Name
5/10/22
Date

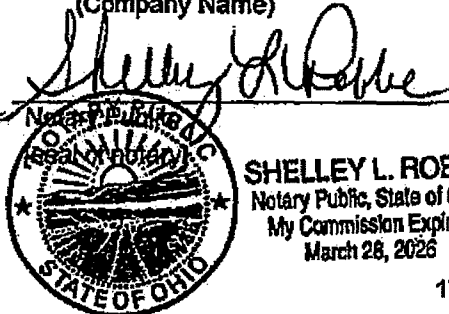
Company Name

Address

TLG Peterbilt - Northern Kentucky
635 Viox Dr.
Felanger, KY 41018

Subscribed and sworn to before me by Dale Barnett Parts Manager
(Affiant) (Title)

of TLG Peterbilt - Northern KY this 10th day of May, 2022.
(Company Name)



SHELLEY L. ROBBE
Notary Public, State of Ohio
My Commission Expires
March 28, 2026

My commission expires: 3/28/2026