



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

## Issue Paper

**DATE:**

05/23/2023

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve awarding the Bus Parts Store Discount Bid to the vendors as indicated on the attached tabulation from July 1, 2023, through June 30, 2024.

**APPLICABLE BOARD POLICY:**

Fiscal Management 04.32 AP.1

**HISTORY/BACKGROUND:**

An advertisement was posted on the District website on April 14, 2023, to accept sealed bids for the Bus Parts Store Discount. Sealed Bids were publicly opened and read on May 5, 2023, at 2:00 PM.

**FISCAL/BUDGETARY IMPACT:**

Will vary based upon quantities ordered/services performed during the contract period.

**RECOMMENDATION:**

Approval to award the Bus Parts Store Discount Bid to the vendors as indicated on the attached tabulation from July 1, 2023, through June 30, 2024.

**CONTACT PERSON:**

Cinda Roberts, Purchasing Agent

  
Principal/Administrator

  
District Administrator

  
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.

**BUS PARTS STORE DISCOUNT  
2023-2024**

<b>VENDOR/VENDOR #</b>	<b>STORE/ CATALOG DISCOUNT</b>	<b>EXCEPTIONS TO STORE/CATALOG DISCOUNT</b>	<b>LABOR RATES</b>	<b>EXCEPTIONS TO LABOR RATES</b>
AMERICAN BUS/#212	10-67%			
BOYD COMPANY/ #4050	20%		\$180.00/HOUR	WARRANTY WORK & TRAVEL
BUS PARTS WAREHOUSE/DENCOMPANY#8878	74%			
CLARKEPSI/#323	10%		\$170.00/HOUR	
CUMMINS SALES & SERVICE/#17601	10%		\$10.00 DISCOUNT FROM IN SHOP LABOR RATE	
GEORGE J. HUST/#197	50%			
JASPER ENGINES/#427	0-20%			
NEOPART TRANSIT, LLC	20-35%			
RUSH TRUCK CENTER/#15529	VARIES		\$152.00/HOUR	
VMP/#12761	37.5-70.5%			
WIERS/#16906	38%		\$125.00/HOUR	TIRES
***NOTE: ADVANCE STORES COMPANY IS NON-COMPLIANT FOR LISTING AN EXCEPTION TO THE EQUAL OPPORTUNITY CLAUSE, 1.18. UNITED LABS, INC. IS NON-COMPLIANT FOR LISTING AN EXCEPTION TO THE PAYMENT TERMS, 1.12.				



## INVITATION TO BID

<b>BID/RFP No.:</b>	<b>27-BPD-23</b>
<b>DATE ISSUED:</b>	<b>4/14/2023</b>
<b>BID CLOSING DATE:</b>	<b>5/05/2023</b>
<b>TITLE:</b>	<b>BUS PARTS DISCOUNT BID</b>
<b>CONTRACT ADMINISTRATOR NAME:</b>	<b>Cinda Roberts, Purchasing Agent</b>
<b>EMAIL CONTACT:</b>	<a href="mailto:kenton.purchasing@kenton.kyschools.us">kenton.purchasing@kenton.kyschools.us</a>
<b>METHOD OF AWARD:</b>	<b>Low Bid</b>

The Kenton County Board of Education's Purchasing Department will receive sealed bids for 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 instructions and specifications carefully. Failure to comply with these instructions shall disqualify your bid.

**BIDS MUST BE RECEIVED NO LATER THAN: MAY 5, 2023, by 2:00 PM EST.**

### Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: "BID No. 27-BPD-23 RESPONSE" or;
2. Emailed with "BID No. 27-BPD-23 RESPONSE" in the subject line.

#### Bid Delivery Address:

Kenton County Board of Education  
Attn: Purchasing Department  
1055 Eaton Dr.  
Ft. Wright, KY 41017

#### Bid E-mail Address:

[kenton.purchasing@kenton.kyschools.us](mailto:kenton.purchasing@kenton.kyschools.us)

### Bid Opening:

1. Bids will be opened on **Friday, May 5, 2023, at 2:00 PM EST.**
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to be present at the bid opening.

### Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, June 5, 2023.**

### Period of Contract:

1. The period of the contract will be from **July 1, 2023, through June 30, 2024.**

### VENDOR INFORMATION:

<b>Name of Company:</b>	<b>Phone:</b>
<b>Address:</b>	<b>City:</b> <b>State:</b> <b>Zip:</b>
<b>Contact Name:</b>	<b>E-mail Address:</b>
<b>Signature:</b>	<b>Date:</b>

**BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY**

#### **45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS**

1. It shall be a breach of ethical standards for an 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:
  - i. He, or any member of his immediate family has a financial interest therein; or
  - ii. 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
  - iii. 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 part. 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 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 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 personal gain of any other person.

#### **45A.990 – PENALTIES**

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County Board of Education, 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.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



## 1. TERMS AND CONDITIONS

### 1.1. DEFINITIONS AND CLARIFICATIONS:

- i. RFP: Request for Proposal
- ii. Proposal, Bid: A complete and properly signed document proposing to do work or provide goods, for the sum(s) stipulated therein, supported by data called for by the Bid documents.
- iii. Offeror, Vendor, Contractor, Bidder: A company, organization or individual who submits a proposal to deliver goods and/or services – *(These terms are interchangeable).*

The following terms are interchangeable: The Kenton County Board of Education, The Board, Kenton County School District, KCSD, The District, Kenton County Schools

The following terms are interchangeable: Solicitation, Request for Proposal, RFP, proposal, Invitation to Bid, Bid

The following terms are interchangeable: Offeror, Vendor, Contractor, Bidder

The following terms are interchangeable: Cost, Price

- 1.2. **GOVERNING LAW:** The validity, performance, construction, interpretation, and effect of any/all purchases and/or services, shall be governed by the laws of the State of Kentucky and policies within the [Kentucky Model Procurement Code \(KRS 45A\)](#). The Board and contractor 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 and/or services.
- 1.3. **KENTUCKY MODEL PROCUREMENT:** The Kentucky Model Procurement Code ([KRS 45A](#)), adopted by The Kenton County 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.
- 1.4. **PERFORMANCE BOND:** The Board 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.
- 1.5. **IRS 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.
- 1.6. **CERTIFICATE OF INSURANCE (COI):** All contractors, vendors, or service providers coming onto any of The Board's location premises to do work or provide services are required to have insurance and provide a Certificate of Insurance (COI). Insurance is necessary to cover any claims or losses for which the contract/vendor may be responsible. A COI is a standard form issued by the insurance company evidencing the insurance information (including policy limits and types of insurance) of its policyholder.

The following minimum insurance standards shall apply:

1. **Worker's Compensation:** Statutory limits are required.
2. **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability, and Completed Operations Liability in an amount not less than \$1,000,000 single limit per occurrence, and \$2,000,000 aggregate.
3. **Automobile Liability Insurance:** For contractors who will drive on The Board's property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
  - a. For Charter Bus Companies, the minimum Automobile Liability coverage required is \$5,000,000.

Vendors and contractors shall name the "Kenton County Board of Education" as an additional insured for the duration of the contract period. The Offeror agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to The Board.

Certificates of insurance shall be provided upon renewal until the contract period expires or the contract is terminated.

A Certificate of Insurance shall be included with all required bid forms at the time of the bid opening.

- 1.7. 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 KCSD students. Any employees with the following offenses will not be permitted to have any contact with any KCSD students:
- i. Sex related offense convictions;
  - ii. Convictions against minors;
  - iii. Felony offense convictions against persons or property;
  - iv. Alcohol violation convictions within two (2) years from date of check, and no more than two (2) such convictions total;
  - v. Drug related offense convictions;
  - vi. Deadly weapon-related offense convictions;
  - vii. A pattern of irresponsible behavior, based upon the background check.
- 1.8. 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, riots or other civil unrest, government order of 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.
- 1.9. PRICES:** All prices quoted and percentage discounts provided are expected to remain firm during the term of the contract.
- Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.
- If a vendor experiences a significant cost increase during the contract period, price changes may be considered. Such price adjustments will be considered for approval only upon written request to the Purchasing Department with a detailed rationale and documented cost data. Price adjustments will be considered ninety (90) days from the start of the contract period or the last requested adjustment. All previous approved pricing shall be honored on any purchase orders dated prior to the date of an approved request.
- In the event that an increase cannot be supported to The Board's satisfaction and/or the parties cannot agree on the amount of the increase, The Board reserves the right to:
- a. Terminate the agreement in part or in whole and,
  - b. Award the portion in dispute to the next lowest bidder, or acquire the goods/services from another Supplier.
- 1.10. TAXES:** The Board's tax-exempt status applies in accordance with revenue policy 51P370 P370 revised 6/01/1983, and in accordance with 103 KAR 26.070. A state sales tax exempt certificate, upon request, shall be provided to the awarded bidder.
- 1.11. ORDERING:** Orders shall be placed by electronic order entry or by e-mail. NO ORDER shall be accepted without a Kenton County Board of Education Purchase Order or Work Order.
- 1.12. INVOICE AND PAYMENT TERMS:** Invoices and packing slips must list: Purchase Order Number, Order Number, Item Number, Quantity, Brief Description, Unit Price, and Total.
- Invoices shall be submitted to: [accounts.payable@kenton.kyschools.us](mailto:accounts.payable@kenton.kyschools.us)
- Payment terms are NET 45 – 60 days.**
- i. Payments are made the day following the regularly held monthly Board meeting. The Board attempts to be timely with all payments but is required to follow all Board policies and procedures for payments.
  - ii. Checks/payments are run once a month and are subject to deadlines for the monthly Board meeting. All invoices received after the check run deadline must wait until the following month for payment.
- 1.13. DELIVERY:** The contractor agrees to furnish and deliver the items and/or services within the terms of the contract.
- 1.14. SUBSTITUTIONS:** If during the period of the contract a vendor finds it necessary to make substitutions, they must obtain prior approval from the Purchasing Department.
- 1.15. WARRANTY:** Contractor shall make available and honor all manufacturer's warranties; standard and extended.



- 1.16. MATERIAL SAFETY DATA SHEET (MSDS):** Contractor shall provide, upon request, the most recent MSDS information sheets for any products delivered to any KCSD location.
- 1.17. PENALTIES:** In case of default by the contractor, The Board may procure the articles and services from other sources and may deduct the amount of excess cost so paid from any unpaid balance due to the vendor, and the price paid shall be considered the prevailing market price at the time such purchase is made.
- 1.18. EQUAL OPPORTUNITY:** During the performance of this contract, the contractor agrees to abide by the policies of [41 CFR 60-1.4\(a\)](#), which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that the contractor take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 1.19. K.O.S.H.A STANDARDS AND HAZARD COMMUNICATION STANDARD:** 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 O.S.H.A. (Occupational Safety & Health Administration) Hazard Communication standards [1910.1200](#).
- 1.20. HOLD HARMLESS:** Contractor agrees to indemnify and hold The Board harmless from any and all claims for death or injury to contractor's personnel arising while such personnel are on premises owned or controlled by The Board in connection with the performance of this order, and contractor shall maintain Worker's Compensation Insurance and Employees Liability insurance in the minimum amount of \$100,000 dollars (unless otherwise specified within the contract) covering all personnel while on The Board's premises.
- 1.21. KENTUCKY RESIDENT BIDDER RECIPROCAL PREFERENCE:** In accordance with [KRS 45A.494](#), a Kentucky resident bidder shall be given preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.
- 1.22. LOBBYING:** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification pursuant to the Byrd Anti-Lobbying Amendment, [31 U.S.C. 1352](#), and the New Restrictions on Lobbying.
- 1.23. LEGAL AND CONTRACTUAL REMEDIES:** The Board, or its designee, shall have authority to determine protests and other controversies of actual or prospective bidders, offerors, or contractors in connection with the solicitations or selection for an award of contract. Any actual or prospective bidders, offerors, or contractors aggrieved in connection with solicitation or selection for an award of contract may file protest with the Executive Director of Operations of The Board. A protest or notice of other controversy regarding the solicitation must be filed prior to opening. A protest or notice of other controversy regarding an award must be filed promptly within fourteen (14) days after the award. All protests or notices of other controversies must be in writing and addressed to:
- The Kenton County Board of Education  
ATTN: Executive Director of Operations  
1055 Eaton Dr.  
Ft. Wright, KY 41017

The Board, or its designee, shall issue a decision in writing. A copy of that decision shall be provided to the aggrieved party and shall state the reasons for the action taken. The decision of The Board shall be final and conclusive.

- 1.24. CORRECTIVE ACTION REQUEST (C.A.R.):** When an incident occurs with a contracted vendor that The Board deems unacceptable, The Board may issue a C.A.R. to the vendor. The procedure is as follows:
1. The Board's Purchasing Department will issue a written C.A.R to the vendor in question detailing the incident, problem(s), and/or issue(s) relating to the contract. The vendor may have up to fourteen (14) days from the date of the issue to respond in writing.
  2. The Board's Purchasing Department will review the vendor's response, evaluate it, and determine whether or not the proposed solution is suitable to The Board.
  3. Once the written response received from the vendor is deemed suitable by The Board's Purchasing Department, The Board will issue a C.A.R. response detailing the action proposed by the vendor and agreed upon by The Board.

4. If the written response received from the vendor is deemed unsuitable by The Board's Purchasing Department, The Board will issue a C.A.R. response defining what action will be taken. The Board may revoke the contract and refuse potential bids from the vendor until such a time is deemed suitable by The Board.
5. If The Board's Purchasing Department does not receive a response from the vendor, the contract shall be dissolved and considered null and void. In addition, the vendor may not bid on future contracts for three (3) years

**1.25. TERMINATION:** Contracts may be terminated by The Board at any time with a thirty (30) days written notice or upon the discretion of the Board, in a shorter period, if the terms of the contract are violated.

**THE FOLLOWING TERMS ARE SPECIFIC TO STUDENT NUTRITION BIDS/CONTRACTS ONLY:**

**1.26. SUSPENSION AND DEBARMENT:** When applicable, contractor understands that a contract award 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 a bid or proposal, contractor certifies as follows:

*This certification in this clause is a material representation of fact relied upon by The Kenton County Board of Education. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to the Kenton County Board of Education, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The contractor 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 contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.*

**1.27. CLEAN AIR/CLEAN WATER:** When applicable, the contractor agrees to comply with all standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The contractor agrees to report each violation to the United States Department of Agriculture (USDA) and the appropriate Environmental Protection Agency (EPA) Regional office.

**1.28. COST REIMBURSABLE CONTRACTS:** The following conditions apply to cost reimbursable contracts:

- i. Allowable costs will be paid from the non-profit 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;
- ii. The contractor must separately identify for each cost submitted for payment to the School Food Authority (SFA) the amount of that cost that is allowable (can be paid from the non-profit school food service account) and the amount that is unallowable (cannot be paid from the non-profit school food service account);
- iii. 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;
- iv. 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;
- v. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA 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 SFA may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- vi. 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;
- vii. The contractor must maintain documentation of costs and discounts, rebates, and other applicable credits and must furnish such documentation upon request to the SFA, the state agency, or the Department.

Prohibited expenditures – no expenditure may be made from the non-profit school fund 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 non-profit contractor receiving payments in excess of the contractor's actual net allowable costs.



- 1.29. BUY AMERICAN:** When applicable, vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act, 7 CFR 210.21.d) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals serviced under the NSLP and SBP.

Buy American definition of domestic commodity or product:

*The term "domestic commodity or product" means – (i) An agricultural commodity that is produced in the United states; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially" means 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 Act (7 CFR 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products serviced in the school meal programs.

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

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

## 2. GENERAL BID INSTRUCTIONS

- 2.1. ACCEPTANCE OF BIDS & AWARDING OF CONTRACTS:** The Board reserves the right to accept any bid, to reject any or all bids, and/or 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 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. The Board shall have the right to bid specific items if it is in the best interest of The Board.

Contracts may be awarded on an item, group, or total basis; whichever is deemed to be in the best interest of The Board.

The Board reserves the right to make multiple awards to two or more companies on the same item or similar item.

Awarding of this bid in no way guarantees the purchase of any times. The Board reserves the right to purchase specific items from other suppliers, in the event that a lower price is found.

**2.2. BID DOCUMENT REQUIREMENTS:**

- i. All proposals shall be submitted on the “**Bid Form**”, found in section 6 of the bid documents.
  - All blanks and information requested are to be completed on the “**Bid Form**” in order to qualify the bid.
  - Do not bid any special grouping other than those listed herein.
- ii. **Conflict of Interest** Form shall be signed, dated, and received with the bid in order for the bid to be considered.
- iii. **Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status** shall be completed by Kentucky bidders only.

- 2.3. ADDENDA:** The Board may issue addenda to the bid after its release.

**2.4. BIDS:**

- i. Any bids received after the scheduled time of opening will not be opened.
- ii. No bid can be corrected, altered, or signed after being opened. The Board 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.
- iii. 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 in Section 5 of the bid documents.

- 2.5. TABULATIONS:** Tabulations will be calculated by the Purchasing Department. Each qualified bidder will be provided a formal tabulation after The Board has taken official action. Until such time, bidders are requested not to contact the Purchasing Department for Tabulations. Board meetings are held on the first Monday of each month, unless otherwise specified.

- 2.6. PRICES:** All prices/proposals quoted must be firm for a maximum of sixty (60) days from the bid opening date to allow acceptance by The Board. The bidder may withdraw a proposal, without prejudice, prior to the opening date.

Bid prices shall remain firm per the “Terms & Conditions” for the entire contract period and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges, and delivery charges must be built into the bid price at the time of the bid or listed under “Exceptions” on the Bid Form. Unless otherwise specified, prices shall be Free on Board (F.O.B.) DESTINATION, which means delivered to a Board service location designated delivery point, as defined in Section 3 of the bid documents, without additional charge.

- 2.7. FUEL SURCHARGES, MILEAGE, and/or MISCELLANEOUS CHARGES:** Awarded bidder(s) may not add fuel surcharges, mileage charges, or other miscellaneous charges to invoices. All charges must be included in the bid price(s) or specified under “Exceptions” in Section 5 of the bid documents.

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

The Board 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 preparation of such specifications.

- 2.9. 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 the 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.

- 2.10. SAMPLES:** 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 the bid opening. Failure to furnish samples may disqualify the bid.

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by The Board for compliance with the specifications outlined herein. Samples are to be properly marked for identification and must indicate the supplier's name and the corresponding item number as indicated on the Bid Form. Samples are to be mailed or delivered to:

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

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

Samples will become property of The Board unless claimed within 10 business days after the bid is awarded.

- 2.11. 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.

- 2.12. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS:** The Board 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:

- i. The bidder submits a sample which conforms to all material requirements of this Invitation to Bid;
- ii. Or the bidder certifies to the Board that they can 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.

- 2.13. OR EQUAL:** Whenever the words "Or Equal" appears, they shall be interpreted to mean an item of material or equipment equal in quality to that named in the Bid Specifications and/or Bid Form and which is suited to the same use and capable of performing the same function with at least equivalent efficiency, as that named.

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

- 2.14. EXCEPTIONS:** Any exceptions to the Terms and Conditions, General Bid Instructions, and/or Bid Specifications must be documented by referencing the applicable paragraph(s) and explained in detail, as defined in Section 5 of the bid documents. If no exceptions are requested, it will be assumed that the bid meets all Specifications and Terms and Conditions as stated in the bid documents.

- 2.15. FAILURE TO RESPOND:** Businesses that have previously indicated interest to bid, and fail to respond to "Invitations to Bid" or notices of availability on two (2) consecutive procurements of similar items and/or services, may be removed from the applicable mailing list.

### 3. POSSIBLE SERVICE LOCATIONS

Beechgrove Elementary 1029 Bristow Rd. Independence, KY 41051	White's Tower Elementary 2977 Harris Pike Independence, KY 41051	Northern KY Youth Development Center 15600 Turner Rd. Crittenden, KY 41030
Caywood Elementary 3300 Turkeyfoot Rd. Edgewood, KY 41017	Summit View Academy 5006 Madison Pike Independence, KY 41051	KCAIT (The Academies) 3234 Turkeyfoot Rd. Edgewood, KY 41017
Ft. Wright Elementary 501 Farrell Dr. Ft. Wright, KY 41017	Turkey Foot Middle School 3230 Turkeyfoot Rd. Edgewood, KY 41017	Support Operations 139 Lyndale Rd. Edgewood, KY 41017
R.C. Hinsdale Elementary 440 Dudley Rd. Edgewood, KY 41017	Twenhofel Middle School 11800 Taylor Mill Rd. Taylor Mill, KY 41015	Central Office 1055 Eaton Dr. Ft. Wright, KY 41017
Kenton Elementary 11246 Madison Pike Independence, KY 41051	Woodland Middle School 5399 Pride Parkway Taylor Mill, KY 41015	Transportation Department 11096 Madison Pike Independence, KY 41017
Piner Elementary 2845 Piner Ridge Rd. Morning View, KY 41063	Dixie Heights High School 3010 Dixie Hwy. Edgewood, KY 41017	Bus Garage- North 2550 American Ct. Crescent Springs, KY 41017
River Ridge Elementary 2772 Amsterdam Rd. Villa Hills, KY 41017	Scott High School 5400 Pride Parkway Taylor Mill, KY 41015	Bus Garage- South 11094 Madison Pike Independence, KY 41051
Ryland Heights Elementary 3845 Stewart Rd. Ryland Heights, KY 41015	Simon Kenton High School 11132 Madison Pike Independence, KY 41051	Bus Lot – Summit View Academy 5005 Madison Pike Independence, KY 41051
Taylor Mill Elementary 5907 Taylor Mill Rd. Covington, KY 41015	Ignite Institute 37 Atlantic Ave. Erlanger, KY 41017	



#### **4. BID SPECIFICATIONS**

##### **1. SCOPE**

The Kenton County Board of Education is requesting bids to supply bus and vehicle parts, bus seat parts, bus exhaust parts, and repair services for its District school bus fleet and vehicles. The Board owns and operates 163 buses and vehicles and transports over 13,000 students daily.

##### **2. DELIVERY LOCATION**

The items listed herein will be delivered (F.O.B. Destination) to **ALL** current and future bus garage lots and office locations of the Kenton County Board of Education, between 8:00 AM and 3:00 PM. **If vendor quotes plus (+) shipping, their bid may be rejected.**

##### **3. MINIMUM STANDARDS**

- i. All bus parts for the Kenton County School District **shall comply** with the Kentucky Department of Education's [Kentucky Minimum Specifications for School Buses 2023](#).
- ii. Any part of these specifications can be changed at any time by addenda adopted by the Kentucky Board of Education. Changes may be made at any time by the Director of the Pupil Transportation Branch in order to bring the specifications into compliance with FMVSS.

##### **3. VENDOR'S RESPONSIBILITIES**

It is the responsibility of all bidders and vendors to avail themselves of any changes in the above-mentioned specifications, made by addenda and approved by the Kentucky Board of Education after the effective date of these specifications. Vendors shall only provide The Kenton County School District items for the school bus which are approved in the [Kentucky Minimum Specifications for School Buses 2023](#), manual and priced during this bid process.

##### **4. SPECIAL CONDITIONS**

- i. Service labor rate bids shall be quoted at an hourly rate and shall include any mileage and/or service charges.
- ii. All items are to be shipped **INSIDE DELIVERY**.
- iii. Do NOT bid if small individual deliveries to each location cannot be met.

## 5. EXCEPTIONS

In compliance with this Invitation to Bid, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all Terms and Conditions, General Bid Instructions, and Bid Specifications. Failure to accept the Terms and Conditions, General Bid Instructions, and Bid Specifications, unless requesting an exception, may result in a proposal being deemed nonresponsive.

Requested exceptions to the Terms and Conditions, General Bid Instructions, and Bid Specifications must be clearly identified on the table below. If no exceptions are requested, it will be assumed that the bid meets all specifications and bidder agrees to all Terms and Conditions and General Bid Instructions as stated in this complete bid package.

The Board's Purchasing Department shall determine acceptance or non-acceptance of requested exceptions. **Exceptions not accepted will disqualify the bid.** Exceptions noted elsewhere in the solicitation and not specified on this form will not be considered.

### IDENTIFY ALL EXCEPTIONS (*check one*):

☐ **No Exceptions Requested.** All Terms and Conditions, General Bid Instructions, and Bid Specifications are met.

☐ Offeror requests the exceptions identified below and noted on the attached sheet(s).

Correlating with the number listed on the table below, offeror shall include additional page(s) identifying the solicitation language to which the exception is taken, the proposed language and any price impact this may have. For any fees and/or additional charges not included in the bid price, offeror shall specify the exact amount that will be incurred. If no additional details are included, the exception will not be considered.

NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
<i>Example</i>	<i>Terms and Conditions</i>	<i>1.9 – Warranty</i>	<i>3</i>
1.			
2.			
3.			
4.			
5.			
6.			
7.			

By signing this form, offeror has read and acknowledges the Terms and Conditions, General Bid Instructions, and Bid Specifications; has listed all requested exceptions; and understands if an exception is not accepted the bid will be disqualified.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 5. BID FORM

\_\_\_\_\_ (please initial) **Specification Compliance:** I have read, acknowledge, and agree to the standards set forth in the Kentucky Minimum Specifications for School Buses 2023 manual.

ALL blanks are to be completed on the below table, in order to qualify your bid.

If a bidder wishes to not bid on a certain item, "NO BID" shall be listed; failure to do so may result in the rejection of the bid.

### PARTS DISCOUNT:

PARTS/PRODUCTS ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTIONS
	%	
	%	
	%	
	%	
	%	

### LABOR RATES:

TYPE OF SERVICE	RATE	EXCEPTIONS
	\$ Per Hour	
	\$ Per Hour	
	\$ Per Hour	
	\$ Per Hour	

Lead time in business days after receipt of order: \_\_\_\_\_

### CERTIFICATION OF RESPONDENT

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Name of Company \_\_\_\_\_

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



**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 \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public

[seal of notary]

My commission expires: \_\_\_\_\_

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



## 6. CHECKLIST

All items listed below are due on or before the sealed bid opening, **fully** completed per instructions in order to qualify the bid. Failure to do so will disqualify your bid.

- |    |       |                                                 |                                      |
|----|-------|-------------------------------------------------|--------------------------------------|
| 1. | _____ | <b>Cover Sheet</b>                              | <i>Page 1</i>                        |
| 2. | _____ | <b>Conflict of Interest</b>                     | <i>Page 2</i>                        |
| 3. | _____ | <b>Exceptions</b>                               | <i>Page 12</i>                       |
| 4. | _____ | <b>Bid Form</b>                                 | <i>Page 13</i>                       |
| 5. | _____ | <b>Kentucky Resident Bidder (if applicable)</b> | <i>Page 14</i>                       |
| 6. | _____ | <b>Proof of Required Insurance</b>              | <i>(See page 3 for requirements)</i> |



## INVITATION TO BID

*American Bus -  
Compliant*

BID/RFP No.:	27-BPD-23
DATE ISSUED:	4/14/2023
BID CLOSING DATE:	5/05/2023
TITLE:	BUS PARTS DISCOUNT BID
CONTRACT ADMINISTRATOR NAME:	Cinda Roberts, Purchasing Agent
EMAIL CONTACT:	<a href="mailto:kenton.purchasing@kenton.kyschools.us">kenton.purchasing@kenton.kyschools.us</a>
METHOD OF AWARD:	Low Bid

The Kenton County Board of Education's Purchasing Department will receive sealed bids for 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 instructions and specifications carefully.** Failure to comply with these instructions shall disqualify your bid.

**BIDS MUST BE RECEIVED NO LATER THAN: MAY 5, 2023, by 2:00 PM EST.**

### Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: "BID No. 27-BPD-23 RESPONSE" or;
2. Emailed with "BID No. 27-BPD-23 RESPONSE" in the subject line.

#### Bid Delivery Address:

Kenton County Board of Education  
Attn: Purchasing Department  
1055 Eaton Dr.  
Ft. Wright, KY 41017

#### Bid E-mail Address:

[kenton.purchasing@kenton.kyschools.us](mailto:kenton.purchasing@kenton.kyschools.us)

### Bid Opening:

1. Bids will be opened on **Friday, May 5, 2023, at 2:00 PM EST.**
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to be present at the bid opening.


### Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, June 5, 2023.**

### Period of Contract:

1. The period of the contract will be from **July 1, 2023, through June 30, 2024.**

### VENDOR INFORMATION:

Name of Company:	Phone:		
American Bus & Accessories, Inc.	513-821-3220		
Address:	City:	State:	Zip:
123 Citycentre Dr.	Cincinnati,	OH	45216
Contact Name:	E-mail Address:		
Amy Hart	<a href="mailto:aroberts@american-bus-inc.com">aroberts@american-bus-inc.com</a>		
Signature:	Date:		
	5-1-2023		

**BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY**

#### **45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS**

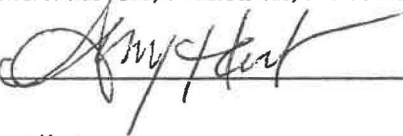
1. It shall be a breach of ethical standards for an employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract and any solicitation or proposal therefor, in which to his knowledge:
  - i. He, or any member of his immediate family has a financial interest therein; or
  - ii. 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
  - iii. 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 part. 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 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 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 personal gain of any other person.

#### **45A.990 -- PENALTIES**

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County Board of Education, 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.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature



Date 5-1-2023

Print Name Amy Hart

Title Purchasing Manager

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 5. EXCEPTIONS

In compliance with this Invitation to Bid, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all Terms and Conditions, General Bid Instructions, and Bid Specifications. Failure to accept the Terms and Conditions, General Bid Instructions, and Bid Specifications, unless requesting an exception, may result in a proposal being deemed nonresponsive.

Requested exceptions to the Terms and Conditions, General Bid Instructions, and Bid Specifications must be clearly identified on the table below. If no exceptions are requested, it will be assumed that the bid meets all specifications and bidder agrees to all Terms and Conditions and General Bid Instructions as stated in this complete bid package.

The Board's Purchasing Department shall determine acceptance or non-acceptance of requested exceptions. **Exceptions not accepted will disqualify the bid.** Exceptions noted elsewhere in the solicitation and not specified on this form will not be considered.

### IDENTIFY ALL EXCEPTIONS (check one):

☒ **No Exceptions Requested.** All Terms and Conditions, General Bid Instructions, and Bid Specifications are met.

☐ Offeror requests the exceptions identified below and noted on the attached sheet(s).

Correlating with the number listed on the table below, offeror shall include additional page(s) identifying the solicitation language to which the exception is taken, the proposed language and any price impact this may have. For any fees and/or additional charges not included in the bid price, offeror shall specify the exact amount that will be incurred. If no additional details are included, the exception will not be considered.

NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
Example	Terms and Conditions	1.9 – Warranty	3
1.			
2.			
3.			
4.			
5.			
6.			
7.			

By signing this form, offeror has read and acknowledges the Terms and Conditions, General Bid Instructions, and Bid Specifications; has listed all requested exceptions; and understands if an exception is not accepted the bid will be disqualified.

Authorized Signature



Date 5-1-2023


Print Name Amy Hart

Title Purchasing Manager

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



## 5. BID FORM

 (please initial) **Specification Compliance:** I have read, acknowledge, and agree to the standards set forth in the Kentucky Minimum Specifications for School Buses 2023 manual.

ALL blanks are to be completed on the below table, in order to qualify your bid.

If a bidder wishes to not bid on a certain item, "NO BID" shall be listed; failure to do so may result in the rejection of the bid.

### PARTS DISCOUNT:

PARTS/PRODUCTS ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTIONS
Discounts vary by manufacturer	10 - 67 %	
	%	
	%	
	%	
	%	

### LABOR RATES:

TYPE OF SERVICE	RATE	EXCEPTIONS
No Bid	\$ Per Hour	
	\$ Per Hour	
	\$ Per Hour	
	\$ Per Hour	

Lead time in business days after receipt of order: 3

### CERTIFICATION OF RESPONDENT

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent  Date 5-1-2023

Printed Name and Title Amy Hart, Purchasing Manager

Name of Company American Bus & Accessories, Inc.

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

**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 \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public

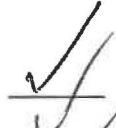
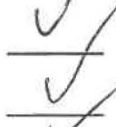
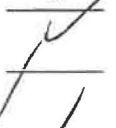
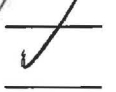


[seal of notary]

My commission expires: \_\_\_\_\_

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 6. CHECKLIST

All items listed below are due on or before the sealed bid opening, **fully** completed per instructions in order to qualify the bid. Failure to do so will disqualify your bid.

- |    |                                                                                   |                                                 |                                      |
|----|-----------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------|
| 1. |  | <b>Cover Sheet</b>                              | <i>Page 1</i>                        |
| 2. |  | <b>Conflict of Interest</b>                     | <i>Page 2</i>                        |
| 3. |  | <b>Exceptions</b>                               | <i>Page 12</i>                       |
| 4. |  | <b>Bid Form</b>                                 | <i>Page 13</i>                       |
| 5. |  | <b>Kentucky Resident Bidder (if applicable)</b> | <i>Page 14</i>                       |
| 6. |  | <b>Proof of Required Insurance</b>              | <i>(See page 3 for requirements)</i> |





## INVITATION TO BID

<b>BID/RFP No.:</b>	<b>27-BPD-23</b>
<b>DATE ISSUED:</b>	<b>4/14/2023</b>
<b>BID CLOSING DATE:</b>	<b>5/05/2023</b>
<b>TITLE:</b>	<b>BUS PARTS DISCOUNT BID</b>
<b>CONTRACT ADMINISTRATOR NAME:</b>	<b>Cinda Roberts, Purchasing Agent</b>
<b>EMAIL CONTACT:</b>	<b><u>kenton.purchasing@kenton.kyschools.us</u></b>
<b>METHOD OF AWARD:</b>	<b>Low Bid</b>

The Kenton County Board of Education's Purchasing Department will receive sealed bids for 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 instructions and specifications carefully. Failure to comply with these instructions shall disqualify your bid.

**BIDS MUST BE RECEIVED NO LATER THAN: MAY 5, 2023, by 2:00 PM EST.**

### Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: "BID No. 27-BPD-23 RESPONSE" or;
2. Emailed with "BID No. 27-BPD-23 RESPONSE" in the subject line.

#### Bid Delivery Address:

Kenton County Board of Education  
Attn: Purchasing Department  
1055 Eaton Dr.  
Ft. Wright, KY 41017

#### Bid E-mail Address:

kenton.purchasing@kenton.kyschools.us

### Bid Opening:

1. Bids will be opened on Friday, May 5, 2023, at 2:00 PM EST.
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to be present at the bid opening.

### Bid Award:

1. Bid will be awarded at the Board meeting held on Monday, June 5, 2023.

### Period of Contract:

1. The period of the contract will be from July 1, 2023, through June 30, 2024.

### VENDOR INFORMATION:

Name of Company: <i>Boyd Company</i>	Phone: <i>(859) 338-7159</i>
Address: <i>1900 Jaggie Fox Way</i>	City: <i>Lexington</i> State: <i>KY</i> Zip: <i>40511</i>
Contact Name: <i>Shane Thompson</i>	E-mail Address: <i>shane.thompson@boydcat.com</i>
Signature: <i>[Signature]</i>	Date: <i>4/20/2023</i>

**BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY**

#### **45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS**

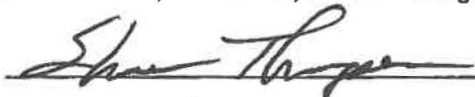
1. It shall be a breach of ethical standards for an employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract and any solicitation or proposal therefor, in which to his knowledge:
  - i. He, or any member of his immediate family has a financial interest therein; or
  - ii. 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
  - iii. 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 part. 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 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 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 personal gain of any other person.

#### **45A.990 - PENALTIES**

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County Board of Education, 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.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature



Date

4/20/2023

Print Name

Share Thompson

Title

On-Highway Sales Rep

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 5. EXCEPTIONS

In compliance with this Invitation to Bid, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all Terms and Conditions, General Bid Instructions, and Bid Specifications. Failure to accept the Terms and Conditions, General Bid Instructions, and Bid Specifications, unless requesting an exception, may result in a proposal being deemed nonresponsive.

Requested exceptions to the Terms and Conditions, General Bid Instructions, and Bid Specifications must be clearly identified on the table below. If no exceptions are requested, it will be assumed that the bid meets all specifications and bidder agrees to all Terms and Conditions and General Bid Instructions as stated in this complete bid package.

The Board's Purchasing Department shall determine acceptance or non-acceptance of requested exceptions. Exceptions not accepted will disqualify the bid. Exceptions noted elsewhere in the solicitation and not specified on this form will not be considered.

### IDENTIFY ALL EXCEPTIONS (check one):

☒ No Exceptions Requested. All Terms and Conditions, General Bid Instructions, and Bid Specifications are met.

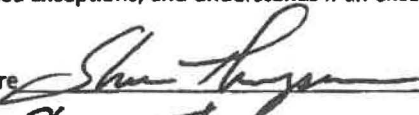
☐ Offeror requests the exceptions identified below and noted on the attached sheet(s).

Correlating with the number listed on the table below, offeror shall include additional page(s) identifying the solicitation language to which the exception is taken, the proposed language and any price impact this may have. For any fees and/or additional charges not included in the bid price, offeror shall specify the exact amount that will be incurred. If no additional details are included, the exception will not be considered.

NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
Example	Terms and Conditions	1.9 – Warranty	3
1.			
2.			
3.			
4.			
5.			
6.			
7.			

By signing this form, offeror has read and acknowledges the Terms and Conditions, General Bid Instructions, and Bid Specifications; has listed all requested exceptions; and understands if an exception is not accepted the bid will be disqualified.

Authorized Signature



Date

4/20/2023

Print Name

Shane Thompson

Title

On-Highway Sales Rep

BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY



**5. BID FORM**

ST (please initial) **Specification Compliance:** I have read, acknowledge, and agree to the standards set forth in the Kentucky Minimum Specifications for School Buses 2023 manual.

ALL blanks are to be completed on the below table, in order to qualify your bid.

If a bidder wishes to not bid on a certain item, "NO BID" shall be listed; failure to do so may result in the rejection of the bid.

**PARTS DISCOUNT:**

PARTS/PRODUCTS ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTIONS
Bus Parts	20 %	Call for Quote
	%	
	%	
	%	
	%	

**LABOR RATES:**

TYPE OF SERVICE	RATE	EXCEPTIONS
Bus Field Work	\$ 180 Per Hour	Warranty Work & Travel
	\$ Per Hour	
	\$ Per Hour	
	\$ Per Hour	

Lead time in business days after receipt of order:

2 days

**CERTIFICATION OF RESPONDENT**

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent

Shane Thompson

Date

4/20/2023

Printed Name and Title

Shane Thompson

On-Highway Sales Rep

Name of Company

Boyd Company

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

**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      Shane Thompson  
Signature      Printed Name  
On-Highway Sales Rep      4/20/2023  
Title      Date

Company Name Boyd Company  
Address 1900 Juggle Fox Way  
Lexington, KY 40511

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

of Boyd Company      the 20<sup>th</sup> day of April, 2023.  
(Company Name)

Jeri L. Bryant # KYNP53795  
Notary Public  
[seal of notary]

My commission expires: 7/31/2026

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



## INVITATION TO BID

<b>BID/RFP No.:</b>	<b>27-BPD-23</b>
<b>DATE ISSUED:</b>	<b>4/14/2023</b>
<b>BID CLOSING DATE:</b>	<b>5/05/2023</b>
<b>TITLE:</b>	<b>BUS PARTS DISCOUNT BID</b>
<b>CONTRACT ADMINISTRATOR NAME:</b>	<b>Cinda Roberts, Purchasing Agent</b>
<b>EMAIL CONTACT:</b>	<u><a href="mailto:kenton.purchasing@kenton.kyschools.us">kenton.purchasing@kenton.kyschools.us</a></u>
<b>METHOD OF AWARD:</b>	<b>Low Bid</b>

The Kenton County Board of Education's Purchasing Department will receive sealed bids for 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 instructions and specifications carefully.** Failure to comply with these instructions shall disqualify your bid.

**BIDS MUST BE RECEIVED NO LATER THAN: MAY 5, 2023, by 2:00 PM EST.**

### Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: "BID No. 27-BPD-23 RESPONSE" or;
2. Emailed with "BID No. 27-BPD-23 RESPONSE" in the subject line.

#### Bid Delivery Address:

Kenton County Board of Education  
Attn: Purchasing Department  
1055 Eaton Dr.  
Ft. Wright, KY 41017

#### Bid E-mail Address:

[kenton.purchasing@kenton.kyschools.us](mailto:kenton.purchasing@kenton.kyschools.us)

### Bid Opening:

1. Bids will be opened on **Friday, May 5, 2023, at 2:00 PM EST.**
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to be present at the bid opening.

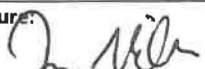
### Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, June 5, 2023.**

### Period of Contract:

1. The period of the contract will be from **July 1, 2023, through June 30, 2024.**

### VENDOR INFORMATION:

<b>Name of Company:</b> Bus Parts Warehouse	<b>Phone:</b> 800-635-5567
<b>Address:</b> PO Box 250	<b>City:</b> East Syracuse NY <b>State:</b> NY <b>Zip:</b> 13057
<b>Contact Name:</b> James Miller	<b>E-mail Address:</b> <a href="mailto:sales@buspartswarehouse.com">sales@buspartswarehouse.com</a>
<b>Signature:</b> 	<b>Date:</b> 4/18/23

**BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY**



#### **45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS**

1. It shall be a breach of ethical standards for an 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:
  - i. He, or any member of his immediate family has a financial interest therein; or
  - ii. 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
  - iii. 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 part. 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 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 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 personal gain of any other person.

#### **45A.990 – PENALTIES**

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County Board of Education, 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.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature \_\_\_\_\_

Date 4/18/23

Print Name \_\_\_\_\_

James Miller

Title Product Manager

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 5. EXCEPTIONS

In compliance with this Invitation to Bid, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all Terms and Conditions, General Bid Instructions, and Bid Specifications. Failure to accept the Terms and Conditions, General Bid Instructions, and Bid Specifications, unless requesting an exception, may result in a proposal being deemed nonresponsive.

Requested exceptions to the Terms and Conditions, General Bid Instructions, and Bid Specifications must be clearly identified on the table below. If no exceptions are requested, it will be assumed that the bid meets all specifications and bidder agrees to all Terms and Conditions and General Bid Instructions as stated in this complete bid package.

The Board's Purchasing Department shall determine acceptance or non-acceptance of requested exceptions. **Exceptions not accepted will disqualify the bid.** Exceptions noted elsewhere in the solicitation and not specified on this form will not be considered.

**IDENTIFY ALL EXCEPTIONS (check one):**

☒ **No Exceptions Requested.** All Terms and Conditions, General Bid Instructions, and Bid Specifications are met.

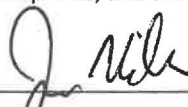
☐ Offeror requests the exceptions identified below and noted on the attached sheet(s).

Correlating with the number listed on the table below, offeror **shall include additional page(s) identifying the solicitation language to which the exception is taken, the proposed language and any price impact this may have.** For any fees and/or additional charges not included in the bid price, offeror shall specify the exact amount that will be incurred. If no additional details are included, the exception will not be considered.

NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
Example	Terms and Conditions	1.9 – Warranty	3
1.			
2.			
3.			
4.			
5.			
6.			
7.			

By signing this form, offeror has read and acknowledges the Terms and Conditions, General Bid Instructions, and Bid Specifications; has listed all requested exceptions; and understands if an exception is not accepted the bid will be disqualified.

Authorized Signature



Date 4/18/23

Print Name

James Miller

Title

Product Manager

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 5. BID FORM

\_\_\_\_\_ (please initial) **Specification Compliance:** I have read, acknowledge, and agree to the standards set forth in the Kentucky Minimum Specifications for School Buses 2023 manual.

ALL blanks are to be completed on the below table, in order to qualify your bid.

If a bidder wishes to not bid on a certain item, "NO BID" shall be listed; failure to do so may result in the rejection of the bid.

### PARTS DISCOUNT:

PARTS/PRODUCTS ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTIONS
A11	74.25 %	
	%	
	%	
	%	
	%	

### LABOR RATES:

TYPE OF SERVICE	RATE	EXCEPTIONS
	\$ Per Hour	
	\$ Per Hour	
	\$ Per Hour	
	\$ Per Hour	

Lead time in business days after receipt of order:

3-30 days

### CERTIFICATION OF RESPONDENT

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent



Date 4/18/23

Printed Name and Title

James Miller, Product Manager

Name of Company

Bus Parts Warehouse

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



**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 \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public





[seal of notary]

My commission expires: \_\_\_\_\_

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 6. CHECKLIST

All items listed below are due on or before the sealed bid opening, **fully** completed per instructions in order to qualify the bid. Failure to do so will disqualify your bid.

- |    |                                                                                   |                                                 |                                      |
|----|-----------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------|
| 1. |  | <b>Cover Sheet</b>                              | <i>Page 1</i>                        |
| 2. |  | <b>Conflict of Interest</b>                     | <i>Page 2</i>                        |
| 3. |  | <b>Exceptions</b>                               | <i>Page 12</i>                       |
| 4. |  | <b>Bid Form</b>                                 | <i>Page 13</i>                       |
| 5. | _____                                                                             | <b>Kentucky Resident Bidder (if applicable)</b> | <i>Page 14</i>                       |
| 6. | _____                                                                             | <b>Proof of Required Insurance</b>              | <i>(See page 3 for requirements)</i> |



## INVITATION TO BID

Clarke PSI -  
Compliant

BID/RFP No.:	27-BPD-23
DATE ISSUED:	4/14/2023
BID CLOSING DATE:	5/05/2023
TITLE:	BUS PARTS DISCOUNT BID
CONTRACT ADMINISTRATOR NAME:	Cinda Roberts, Purchasing Agent
EMAIL CONTACT:	<a href="mailto:kenton.purchasing@kenton.kyschools.us">kenton.purchasing@kenton.kyschools.us</a>
METHOD OF AWARD:	Low Bid

The Kenton County Board of Education's Purchasing Department will receive sealed bids for 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 instructions and specifications carefully.** Failure to comply with these instructions shall disqualify your bid.

**BIDS MUST BE RECEIVED NO LATER THAN: MAY 5, 2023, by 2:00 PM EST.**

### Delivery of Bid:

- Bids can be mailed or delivered in a sealed envelope marked: "BID No. 27-BPD-23 RESPONSE" or;
- Emailed with "BID No. 27-BPD-23 RESPONSE" in the subject line.

#### Bid Delivery Address:

Kenton County Board of Education  
Attn: Purchasing Department  
1055 Eaton Dr.  
Ft. Wright, KY 41017

#### Bid E-mail Address:

[kenton.purchasing@kenton.kyschools.us](mailto:kenton.purchasing@kenton.kyschools.us)

### Bid Opening:

- Bids will be opened on **Friday, May 5, 2023, at 2:00 PM EST.**
- All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
- Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to be present at the bid opening.

### Bid Award:

- Bid will be awarded at the Board meeting held on **Monday, June 5, 2023.**

### Period of Contract:

- The period of the contract will be from **July 1, 2023, through June 30, 2024.**

### VENDOR INFORMATION:

Name of Company:	Clarke Power Services	Phone:	513-652-5638				
Address:	3133 East Kemper Road	City:	Cincinnati	State:	Ohio	Zip:	45241
Contact Name:	Scott Eilers	E-mail Address:	seilers@clarkepsi.com				
Signature:	<i>Scott Eilers</i>	Date:	5/3/23				

**BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY**

#### **45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS**

1. It shall be a breach of ethical standards for an 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:
  - i. He, or any member of his immediate family has a financial interest therein; or
  - ii. 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
  - iii. 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 part. 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 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 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 personal gain of any other person.

#### **45A.990 – PENALTIES**

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County Board of Education, 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.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature Scott Elfers Date 5/3/23  
Print Name Scott Elfers Title Customer Support

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



## 5. EXCEPTIONS

In compliance with this Invitation to Bid, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all Terms and Conditions, General Bid Instructions, and Bid Specifications. Failure to accept the Terms and Conditions, General Bid Instructions, and Bid Specifications, unless requesting an exception, may result in a proposal being deemed nonresponsive.

Requested exceptions to the Terms and Conditions, General Bid Instructions, and Bid Specifications must be clearly identified on the table below. If no exceptions are requested, it will be assumed that the bid meets all specifications and bidder agrees to all Terms and Conditions and General Bid Instructions as stated in this complete bid package.

The Board's Purchasing Department shall determine acceptance or non-acceptance of requested exceptions. **Exceptions not accepted will disqualify the bid.** Exceptions noted elsewhere in the solicitation and not specified on this form will not be considered.

### IDENTIFY ALL EXCEPTIONS (check one):

☒ **No Exceptions Requested.** All Terms and Conditions, General Bid Instructions, and Bid Specifications are met.

☐ Offeror requests the exceptions identified below and noted on the attached sheet(s).

Correlating with the number listed on the table below, offeror shall include additional page(s) identifying the solicitation language to which the exception is taken, the proposed language and any price impact this may have. For any fees and/or additional charges not included in the bid price, offeror shall specify the exact amount that will be incurred. If no additional details are included, the exception will not be considered.

NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
Example	Terms and Conditions	1.9 – Warranty	3
1.			
2.			
3.			
4.			
5.			
6.			
7.			

By signing this form, offeror has read and acknowledges the Terms and Conditions, General Bid Instructions, and Bid Specifications; has listed all requested exceptions; and understands if an exception is not accepted the bid will be disqualified.

Authorized Signature Scott Elfers

Date 5/3/23

Print Name Scott Elfers

Title Customer Support

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

**5. BID FORM**

\_\_\_\_\_ (please initial) **Specification Compliance:** I have read, acknowledge, and agree to the standards set forth in the Kentucky Minimum Specifications for School Buses 2023 manual.

ALL blanks are to be completed on the below table, in order to qualify your bid.

If a bidder wishes to not bid on a certain item, "NO BID" shall be listed; failure to do so may result in the rejection of the bid.

**PARTS DISCOUNT:**

PARTS/PRODUCTS ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTIONS
Allison	10 <del>15</del> %	
Detroit	10 <del>15</del> %	
chassis	10 %	
	%	
	%	

**LABOR RATES:**

TYPE OF SERVICE	RATE	EXCEPTIONS
Service	\$ 170 Per Hour	
Diagnostic / Testing	\$ 170 Per Hour	
	\$ Per Hour	
	\$ Per Hour	

Lead time in business days after receipt of order:

Varies on work

**CERTIFICATION OF RESPONDENT**

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent Scott Elfers

Date 5/3/23

Printed Name and Title Scott Elfers Customer Support

Name of Company Clarke Power Services

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

**5. BID FORM**

\_\_\_\_\_ (please initial) **Specification Compliance:** I have read, acknowledge, and agree to the standards set forth in the Kentucky Minimum Specifications for School Buses 2023 manual.

ALL blanks are to be completed on the below table, in order to qualify your bid.

If a bidder wishes to not bid on a certain item, "NO BID" shall be listed; failure to do so may result in the rejection of the bid.

**PARTS DISCOUNT:**

PARTS/PRODUCTS ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTIONS
Allison	10 <del>15</del> %	
Detroit	10 <del>15</del> %	
chasis	10 %	
	%	
	%	

**LABOR RATES:**

TYPE OF SERVICE	RATE	EXCEPTIONS
Service	\$ 170 Per Hour	
Diagnostic / Testing	\$ 170 Per Hour	
	\$ Per Hour	
	\$ Per Hour	

Lead time in business days after receipt of order:

Varies on work

**CERTIFICATION OF RESPONDENT**

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent Scott Elfers

Date 5/3/23

Printed Name and Title Scott Elfers Customer Support

Name of Company Clarke Power Services

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



## INVITATION TO BID

*Cummins -  
Compliant*

<b>BID/RFP No.:</b>	<b>27-BPD-23</b>
<b>DATE ISSUED:</b>	<b>4/14/2023</b>
<b>BID CLOSING DATE:</b>	<b>5/05/2023</b>
<b>TITLE:</b>	<b>BUS PARTS DISCOUNT BID</b>
<b>CONTRACT ADMINISTRATOR NAME:</b>	<b>Cinda Roberts, Purchasing Agent</b>
<b>EMAIL CONTACT:</b>	<b><a href="mailto:kenton.purchasing@kenton.kyschools.us">kenton.purchasing@kenton.kyschools.us</a></b>
<b>METHOD OF AWARD:</b>	<b>Low Bid</b>

The Kenton County Board of Education's Purchasing Department will receive sealed bids for 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 instructions and specifications carefully. Failure to comply with these instructions shall disqualify your bid.

**BIDS MUST BE RECEIVED NO LATER THAN: MAY 5, 2023, by 2:00 PM EST.**

### Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: "BID No. 27-BPD-23 RESPONSE" or;
2. Emailed with "BID No. 27-BPD-23 RESPONSE" in the subject line.

#### Bid Delivery Address:

Kenton County Board of Education  
Attn: Purchasing Department  
1055 Eaton Dr.  
Ft. Wright, KY 41017

#### Bid E-mail Address:

[kenton.purchasing@kenton.kyschools.us](mailto:kenton.purchasing@kenton.kyschools.us)

### Bid Opening:

1. Bids will be opened on **Friday, May 5, 2023, at 2:00 PM EST.**
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to be present at the bid opening.

### Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, June 5, 2023.**

### Period of Contract:

1. The period of the contract will be from **July 1, 2023, through June 30, 2024.**

### VENDOR INFORMATION:

<b>Name of Company:</b> Cummins Inc. (dba Cummins Sales & Service)	<b>Phone:</b> Branch: (513) 563-6670
<b>Address:</b> 5400 Rialto Road	<b>City:</b> Cincinnati <b>State:</b> OH <b>Zip:</b> 45069
<b>Contact Name:</b> Corey Carlson	<b>E-mail Address:</b> <a href="mailto:cssnabids@cummins.com">cssnabids@cummins.com</a>
<b>Signature:</b> <i>Corey Carlson</i>	<b>Date:</b> May 1st 2023

**BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY**



#### **45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS**

1. It shall be a breach of ethical standards for an 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:
  - i. He, or any member of his immediate family has a financial interest therein; or
  - ii. 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
  - iii. 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 part. 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 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 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 personal gain of any other person.

#### **45A.990 – PENALTIES**

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County Board of Education, 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.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature Corey Carlson Date May 1st 2023

Print Name Corey Carlson Title Account Support Specialist

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 5. EXCEPTIONS

In compliance with this Invitation to Bid, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all Terms and Conditions, General Bid Instructions, and Bid Specifications. Failure to accept the Terms and Conditions, General Bid Instructions, and Bid Specifications, unless requesting an exception, may result in a proposal being deemed nonresponsive.

Requested exceptions to the Terms and Conditions, General Bid Instructions, and Bid Specifications must be clearly identified on the table below. If no exceptions are requested, it will be assumed that the bid meets all specifications and bidder agrees to all Terms and Conditions and General Bid Instructions as stated in this complete bid package.

The Board's Purchasing Department shall determine acceptance or non-acceptance of requested exceptions. **Exceptions not accepted will disqualify the bid.** Exceptions noted elsewhere in the solicitation and not specified on this form will not be considered.

### IDENTIFY ALL EXCEPTIONS (check one):

☒ **No Exceptions Requested.** All Terms and Conditions, General Bid Instructions, and Bid Specifications are met.

☐ Offeror requests the exceptions identified below and noted on the attached sheet(s).

Correlating with the number listed on the table below, offeror shall include additional page(s) identifying the solicitation language to which the exception is taken, the proposed language and any price impact this may have. For any fees and/or additional charges not included in the bid price, offeror shall specify the exact amount that will be incurred. If no additional details are included, the exception will not be considered.

NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
Example	Terms and Conditions	1.9 – Warranty	3
1.			
2.			
3.			
4.			
5.			
6.			
7.			

By signing this form, offeror has read and acknowledges the Terms and Conditions, General Bid Instructions, and Bid Specifications; has listed all requested exceptions; and understands if an exception is not accepted the bid will be disqualified.

Authorized Signature Corey Carlson

Date May 1st 2023

Print Name Corey Carlson

Title Account Support Specialist

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

**5. BID FORM**

CC (please initial) **Specification Compliance:** I have read, acknowledge, and agree to the standards set forth in the Kentucky Minimum Specifications for School Buses 2023 manual.

ALL blanks are to be completed on the below table, in order to qualify your bid.

If a bidder wishes to not bid on a certain item, "NO BID" shall be listed; failure to do so may result in the rejection of the bid.

**PARTS DISCOUNT:**

PARTS/PRODUCTS ELIGIBLE FOR DISCOUNT	DISCOUNT		EXCEPTIONS
Cummins Genuine Parts	10	%	N/A
No Bid	No Bid	%	No Bid
No Bid	No Bid	%	No Bid
No Bid	No Bid	%	No Bid
No Bid	No Bid	%	No Bid

**LABOR RATES:**

TYPE OF SERVICE	Discount <del>RATE</del>	EXCEPTIONS
In Shop Labor Rate Discount	\$ 10 Per Hour Discount	N/A
No Bid	\$ No Bid Per Hour	No Bid
No Bid	\$ No Bid Per Hour	No Bid
No Bid	\$ No Bid Per Hour	No Bid

**Lead time in business days after receipt of order:** Please contact the branch for the most up to date lead time

**CERTIFICATION OF RESPONDENT**

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent Corey Carlson Date May 1st 2023

Printed Name and Title Corey Carlson Account Support Specialist

Name of Company Cummins Inc. (dba Cummins Sales & Service)

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

**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.

Corey Carlson  
Signature

Corey Carlson  
Printed Name

Account Support Specialist  
Title

May 1st 2023  
Date

Company Name Cummins Inc. (dba Cummins Sales and Service)

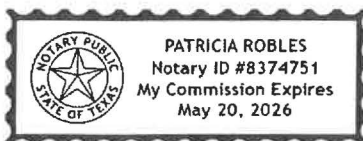
Address 5400 Rialto Road

Cincinnati, OH 45069

Subscribed and sworn to before me by Corey Carlson Account Support Specialist  
(Affiant) (Title)

of Cummins Inc. (dba Cummins Sales and Service) the 1st day of May, 2023.  
(Company Name)

Patricia Robles  
Notary Public



Patricia  
Robles  
Digitally signed  
by Patricia  
Robles  
Date: 2023.05.01  
07:23:41 -06'00'

My commission expires: 05/20/2026

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



## 6. CHECKLIST

All items listed below are due on or before the sealed bid opening, **fully** completed per instructions in order to qualify the bid. Failure to do so will disqualify your bid.

- |    |          |                                                 |                                      |
|----|----------|-------------------------------------------------|--------------------------------------|
| 1. | <u>X</u> | <b>Cover Sheet</b>                              | <i>Page 1</i>                        |
| 2. | <u>X</u> | <b>Conflict of Interest</b>                     | <i>Page 2</i>                        |
| 3. | <u>X</u> | <b>Exceptions</b>                               | <i>Page 12</i>                       |
| 4. | <u>X</u> | <b>Bid Form</b>                                 | <i>Page 13</i>                       |
| 5. | <u>X</u> | <b>Kentucky Resident Bidder (if applicable)</b> | <i>Page 14</i>                       |
| 6. | <u>X</u> | <b>Proof of Required Insurance</b>              | <i>(See page 3 for requirements)</i> |



## INVITATION TO BID

George J. Hust -  
Compliant

<b>BID/RFP No.:</b>	<b>27-BPD-23</b>
<b>DATE ISSUED:</b>	<b>4/14/2023</b>
<b>BID CLOSING DATE:</b>	<b>5/05/2023</b>
<b>TITLE:</b>	<b>BUS PARTS DISCOUNT BID</b>
<b>CONTRACT ADMINISTRATOR NAME:</b>	<b>Cinda Roberts, Purchasing Agent</b>
<b>EMAIL CONTACT:</b>	<u>kenton.purchasing@kenton.kyschools.us</u>
<b>METHOD OF AWARD:</b>	<b>Low Bid</b>

The Kenton County Board of Education's Purchasing Department will receive sealed bids for 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 instructions and specifications carefully.** Failure to comply with these instructions shall disqualify your bid.

**BIDS MUST BE RECEIVED NO LATER THAN: MAY 5, 2023, by 2:00 PM EST.**

### Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: **"BID No. 27-BPD-23 RESPONSE"** or;
2. Emailed with **"BID No. 27-BPD-23 RESPONSE"** in the subject line.

#### Bid Delivery Address:

Kenton County Board of Education  
Attn: Purchasing Department  
1055 Eaton Dr.  
Ft. Wright, KY 41017

#### Bid E-mail Address:

kenton.purchasing@kenton.kyschools.us

### Bid Opening:

1. Bids will be opened on **Friday, May 5, 2023, at 2:00 PM EST.**
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to be present at the bid opening.

### Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, June 5, 2023.**

### Period of Contract:

1. The period of the contract will be from **July 1, 2023, through June 30, 2024.**

### VENDOR INFORMATION:

<b>Name of Company:</b> George J. Hust Company	<b>Phone:</b> 513-681-3120
<b>Address:</b> 3900 Spring Grove Avenue	<b>City:</b> Cincinnati <b>State:</b> OH <b>Zip:</b> 45223
<b>Contact Name:</b> Michael Glassner	<b>E-mail Address:</b> mike@GJHust.com
<b>Signature:</b> Michael G. Glassner	<b>Date:</b> 4-19-2023

**BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY**

#### **45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS**

1. It shall be a breach of ethical standards for an 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:
  - i. He, or any member of his immediate family has a financial interest therein; or
  - ii. 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
  - iii. 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 part. 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 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 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 personal gain of any other person.

#### **45A.990 – PENALTIES**

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County Board of Education, 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.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature Michael G. Glassner Date 4-19-2023  
Print Name Michael G. GLASSNER Title Sales/Service

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 5. EXCEPTIONS

In compliance with this Invitation to Bid, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all Terms and Conditions, General Bid Instructions, and Bid Specifications. Failure to accept the Terms and Conditions, General Bid Instructions, and Bid Specifications, unless requesting an exception, may result in a proposal being deemed nonresponsive.

Requested exceptions to the Terms and Conditions, General Bid Instructions, and Bid Specifications must be clearly identified on the table below. If no exceptions are requested, it will be assumed that the bid meets all specifications and bidder agrees to all Terms and Conditions and General Bid Instructions as stated in this complete bid package.

The Board's Purchasing Department shall determine acceptance or non-acceptance of requested exceptions. **Exceptions not accepted will disqualify the bid.** Exceptions noted elsewhere in the solicitation and not specified on this form will not be considered.

### IDENTIFY ALL EXCEPTIONS (check one):

☒ No Exceptions Requested. All Terms and Conditions, General Bid Instructions, and Bid Specifications are met.

☐ Offeror requests the exceptions identified below and noted on the attached sheet(s).

Correlating with the number listed on the table below, offeror shall include additional page(s) identifying the solicitation language to which the exception is taken, the proposed language and any price impact this may have. For any fees and/or additional charges not included in the bid price, offeror shall specify the exact amount that will be incurred. If no additional details are included, the exception will not be considered.

NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
Example	Terms and Conditions	1.9 – Warranty	3
1.			
2.			
3.			
4.			
5.			
6.			
7.			

By signing this form, offeror has read and acknowledges the Terms and Conditions, General Bid Instructions, and Bid Specifications; has listed all requested exceptions; and understands if an exception is not accepted the bid will be disqualified.

Authorized Signature Michael Glasse

Date 4-19-2023

Print Name Michael Glasse

Title Sales/Service

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



**5. BID FORM**

MG (please initial) **Specification Compliance:** I have read, acknowledge, and agree to the standards set forth in the Kentucky Minimum Specifications for School Buses 2023 manual.

ALL blanks are to be completed on the below table, in order to qualify your bid.

If a bidder wishes to not bid on a certain item, "NO BID" shall be listed; failure to do so may result in the rejection of the bid.

**PARTS DISCOUNT:**

PARTS/PRODUCTS ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTIONS
ALTERNATORS	50 %	
STARTERS	50 %	
STROBE LIGHTS	50 %	
BACKUP ALARMS	50 %	
BATTERIES	50 %	

**LABOR RATES:**

TYPE OF SERVICE	RATE	EXCEPTIONS
N/A	\$ Per Hour	
N/A	\$ Per Hour	
N/A	\$ Per Hour	
N/A	\$ Per Hour	

Lead time in business days after receipt of order:

2-3 DAYS

**CERTIFICATION OF RESPONDENT**

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent Michael G. Glassnow Date 4-18-2023

Printed Name and Title Michael G Glassnow Sales/Service

Name of Company George I HUST Company

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



## INVITATION TO BID

Jasper -  
Compliant

<b>BID/RFP No.:</b>	<b>27-BPD-23</b>
<b>DATE ISSUED:</b>	<b>4/14/2023</b>
<b>BID CLOSING DATE:</b>	<b>5/05/2023</b>
<b>TITLE:</b>	<b>BUS PARTS DISCOUNT BID</b>
<b>CONTRACT ADMINISTRATOR NAME:</b>	<b>Cinda Roberts, Purchasing Agent</b>
<b>EMAIL CONTACT:</b>	<u><a href="mailto:kenton.purchasing@kenton.kyschools.us">kenton.purchasing@kenton.kyschools.us</a></u>
<b>METHOD OF AWARD:</b>	<b>Low Bid</b>

The Kenton County Board of Education's Purchasing Department will receive sealed bids for 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 instructions and specifications carefully. Failure to comply with these instructions shall disqualify your bid.

**BIDS MUST BE RECEIVED NO LATER THAN: MAY 5, 2023, by 2:00 PM EST.**

### Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: **"BID No. 27-BPD-23 RESPONSE"** or;
2. Emailed with **"BID No. 27-BPD-23 RESPONSE"** in the subject line.

#### Bid Delivery Address:

Kenton County Board of Education  
Attn: Purchasing Department  
1055 Eaton Dr.  
Ft. Wright, KY 41017

#### Bid E-mail Address:

[kenton.purchasing@kenton.kyschools.us](mailto:kenton.purchasing@kenton.kyschools.us)

### Bid Opening:

1. Bids will be opened on **Friday, May 5, 2023, at 2:00 PM EST.**
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to be present at the bid opening.

### Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, June 5, 2023.**

### Period of Contract:

1. The period of the contract will be from **July 1, 2023, through June 30, 2024.**

### VENDOR INFORMATION:

<b>Name of Company:</b> JASPER ENGINES AND TRANSMISSIONS	<b>Phone:</b> 800-887-7455
<b>Address:</b> 815 WERNING RD.	<b>City:</b> JASPER <b>State:</b> IN <b>Zip:</b> 47546
<b>Contact Name:</b> Angie Robinson	<b>E-mail Address:</b> bids@jasperengines.com
<b>Signature:</b> Angie Robinson	<b>Date:</b> 5/2/2023

**BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY**

#### **45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS**

1. It shall be a breach of ethical standards for an 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:
  - i. He, or any member of his immediate family has a financial interest therein; or
  - ii. 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
  - iii. 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 part. 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 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 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 personal gain of any other person.

#### **45A.990 – PENALTIES**

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County Board of Education, 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.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature Angie Robinson Date 5/2/23  
Print Name Angie Robinson Title Procurement

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 5. EXCEPTIONS

In compliance with this Invitation to Bid, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all Terms and Conditions, General Bid Instructions, and Bid Specifications. Failure to accept the Terms and Conditions, General Bid Instructions, and Bid Specifications, unless requesting an exception, may result in a proposal being deemed nonresponsive.

Requested exceptions to the Terms and Conditions, General Bid Instructions, and Bid Specifications must be clearly identified on the table below. If no exceptions are requested, it will be assumed that the bid meets all specifications and bidder agrees to all Terms and Conditions and General Bid Instructions as stated in this complete bid package.

The Board's Purchasing Department shall determine acceptance or non-acceptance of requested exceptions. **Exceptions not accepted will disqualify the bid.** Exceptions noted elsewhere in the solicitation and not specified on this form will not be considered.

**IDENTIFY ALL EXCEPTIONS (check one):**

☒ **No Exceptions Requested.** All Terms and Conditions, General Bid Instructions, and Bid Specifications are met.

☐ Offeror requests the exceptions identified below and noted on the attached sheet(s).

Correlating with the number listed on the table below, offeror shall include additional page(s) identifying the solicitation language to which the exception is taken, the proposed language and any price impact this may have. For any fees and/or additional charges not included in the bid price, offeror shall specify the exact amount that will be incurred. If no additional details are included, the exception will not be considered.

NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
Example	Terms and Conditions	1.9 – Warranty	3
1.			
2.			
3.			
4.			
5.			
6.			
7.			

By signing this form, offeror has read and acknowledges the Terms and Conditions, General Bid Instructions, and Bid Specifications; has listed all requested exceptions; and understands if an exception is not accepted the bid will be disqualified.

Authorized Signature Angie Robinson  
Print Name Angie Robinson  
Title Procurement

Date 5/2/23

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 5. BID FORM

AR (please initial) **Specification Compliance:** I have read, acknowledge, and agree to the standards set forth in the Kentucky Minimum Specifications for School Buses 2023 manual.

ALL blanks are to be completed on the below table, in order to qualify your bid.

If a bidder wishes to not bid on a certain item, "NO BID" shall be listed; failure to do so may result in the rejection of the bid.

### PARTS DISCOUNT:

PARTS/PRODUCTS ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTIONS
Complete drive train - (GAS/DIESEL ENGINES, TRANSMISSIONS, DIFFERENTIALS, TRANSFER CASES)	13-20 %	OFF REGIONAL LIST
Fuel Components	0 %	
	%	
	%	
	%	

### LABOR RATES:

TYPE OF SERVICE	RATE	EXCEPTIONS
NO BID	\$ Per Hour	
	\$ Per Hour	
	\$ Per Hour	
	\$ Per Hour	

Lead time in business days after receipt of order: 2 days (in-stock items)

### CERTIFICATION OF RESPONDENT

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent Angie Robinson Date 5/2/23

Printed Name and Title Angie Robinson, Procurement







Name of Company JASPER ENGINES and TRANSMISSIONS

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



## 6. CHECKLIST

All items listed below are due on or before the sealed bid opening, **fully** completed per instructions in order to qualify the bid. Failure to do so will disqualify your bid.

- |    |                                                                                   |                                                 |                                      |
|----|-----------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------|
| 1. |  | <b>Cover Sheet</b>                              | <i>Page 1</i>                        |
| 2. |  | <b>Conflict of Interest</b>                     | <i>Page 2</i>                        |
| 3. |  | <b>Exceptions</b>                               | <i>Page 12</i>                       |
| 4. |  | <b>Bid Form</b>                                 | <i>Page 13</i>                       |
| 5. |  | <b>Kentucky Resident Bidder (if applicable)</b> | <i>Page 14</i>                       |
| 6. |  | <b>Proof of Required Insurance</b>              | <i>(See page 3 for requirements)</i> |

*Neupart - Compliant*



## INVITATION TO BID

<b>BID/RFP No.:</b>	<b>27-BPD-23</b>
<b>DATE ISSUED:</b>	<b>4/14/2023</b>
<b>BID CLOSING DATE:</b>	<b>5/05/2023</b>
<b>TITLE:</b>	<b>BUS PARTS DISCOUNT BID</b>
<b>CONTRACT ADMINISTRATOR NAME:</b>	<b>Cinda Roberts, Purchasing Agent</b>
<b>EMAIL CONTACT:</b>	<b><a href="mailto:kenton.purchasing@kenton.kyschools.us">kenton.purchasing@kenton.kyschools.us</a></b>
<b>METHOD OF AWARD:</b>	<b>Low Bid</b>

The Kenton County Board of Education's Purchasing Department will receive sealed bids for 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 instructions and specifications carefully.** Failure to comply with these instructions shall disqualify your bid.

**BIDS MUST BE RECEIVED NO LATER THAN: MAY 5, 2023, by 2:00 PM EST.**

### Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: **"BID No. 27-BPD-23 RESPONSE"** or;
2. Emailed with **"BID No. 27-BPD-23 RESPONSE"** in the subject line.

#### Bid Delivery Address:

Kenton County Board of Education  
Attn: Purchasing Department  
1055 Eaton Dr.  
Ft. Wright, KY 41017

#### Bid E-mail Address:

[kenton.purchasing@kenton.kyschools.us](mailto:kenton.purchasing@kenton.kyschools.us)

### Bid Opening:

1. Bids will be opened on **Friday, May 5, 2023, at 2:00 PM EST.**
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to be present at the bid opening.

### Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, June 5, 2023.**

### Period of Contract:

1. The period of the contract will be from **July 1, 2023, through June 30, 2024.**

### VENDOR INFORMATION:

<b>Name of Company:</b> Neupart Transit LLC	<b>Phone:</b> 888-332-2606
<b>Address:</b> 5C Dutch Court	<b>City:</b> Reading, PA <b>State:</b> PA <b>Zip:</b> 19608
<b>Contact Name:</b> Kere Frey	<b>E-mail Address:</b> <a href="mailto:kfrey@neoparttransit.com">kfrey@neoparttransit.com</a>
<b>Signature:</b> <i>Kere Frey</i>	<b>Date:</b> 05.02.23

**BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY**

#### **45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS**

1. It shall be a breach of ethical standards for an 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:
  - i. He, or any member of his immediate family has a financial interest therein; or
  - ii. 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
  - iii. 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 part. 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 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 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 personal gain of any other person.

#### **45A.990 – PENALTIES**

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County Board of Education, 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.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature Kere Frey Date 05.02.23  
Print Name Kere Frey Title Director of Sales and Marketing

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

**5. BID FORM**KF

(please initial)

Specification Compliance: I have read, acknowledge, and agree to the standards set forth in the Kentucky Minimum Specifications for School Buses 2023 manual.

ALL blanks are to be completed on the below table, in order to qualify your bid.

If a bidder wishes to not bid on a certain item, "NO BID" shall be listed; failure to do so may result in the rejection of the bid.

**PARTS DISCOUNT:**

PARTS/PRODUCTS ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTIONS
Meritor / Rockwell	35 %	
Bendix	25 %	
Haldex / Midland	25 %	
Wabco	20 %	
MGM	25 %	

**LABOR RATES:**

TYPE OF SERVICE	RATE	EXCEPTIONS
No Bid	\$ Per Hour	
No Bid	\$ Per Hour	
No Bid	\$ Per Hour	
No Bid	\$ Per Hour	

Lead time in business days after receipt of order:

lead time will vary from 3-60 days  
depending on product availability

**CERTIFICATION OF RESPONDENT**

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent



Date

5-2-23

Printed Name and Title

Kere Fry, Director of Sales & Marketing

Name of Company

Neopart Transit LLC

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**


**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.

      Kere Frey  
Signature      Printed Name  
Director of Sales & Marketing      4-17-23  
Title      Date

Company Name Neopart Transit LLC  
Address 5C Dutch Court  
Reading PA 19608

Subscribed and sworn to before me by Kere Frey      Director of Sales & Marketing  
(Affiant)      (Title)

of Neopart Transit LLC      the 17 day of April, 2023.  
(Company Name)

  
Notary Public

[seal of notary]

Commonwealth of Pennsylvania - Notary Seal  
Jaime Morlock, Notary Public  
Berks County  
My commission expires March 3, 2027  
Commission number 1433193  
Member, Pennsylvania Association of Notaries

My commission expires: 3/3/27

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



## 6. CHECKLIST

All items listed below are due on or before the sealed bid opening, **fully** completed per instructions in order to qualify the bid. Failure to do so will disqualify your bid.

- |    |          |                                                 |                                      |
|----|----------|-------------------------------------------------|--------------------------------------|
| 1. | <u>✓</u> | <b>Cover Sheet</b>                              | <i>Page 1</i>                        |
| 2. | <u>✓</u> | <b>Conflict of Interest</b>                     | <i>Page 2</i>                        |
| 3. | <u>✓</u> | <b>Exceptions</b>                               | <i>Page 12</i>                       |
| 4. | <u>✓</u> | <b>Bid Form</b>                                 | <i>Page 13</i>                       |
| 5. | <u>✓</u> | <b>Kentucky Resident Bidder (if applicable)</b> | <i>Page 14</i>                       |
| 6. | <u>✓</u> | <b>Proof of Required Insurance</b>              | <i>(See page 3 for requirements)</i> |



## INVITATION TO BID

*Rush-  
Compliant*

BID/RFP No.:	27-BPD-23
DATE ISSUED:	4/14/2023
BID CLOSING DATE:	5/05/2023
TITLE:	BUS PARTS DISCOUNT BID
CONTRACT ADMINISTRATOR NAME:	Cinda Roberts, Purchasing Agent
EMAIL CONTACT:	<a href="mailto:kenton.purchasing@kenton.kyschools.us">kenton.purchasing@kenton.kyschools.us</a>
METHOD OF AWARD:	Low Bid

The Kenton County Board of Education's Purchasing Department will receive sealed bids for 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 instructions and specifications carefully.** Failure to comply with these instructions shall disqualify your bid.

**BIDS MUST BE RECEIVED NO LATER THAN: MAY 5, 2023, by 2:00 PM EST.**

### Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: "BID No. 27-BPD-23 RESPONSE" or;
2. Emailed with "BID No. 27-BPD-23 RESPONSE" in the subject line.

### Bid Delivery Address:

Kenton County Board of Education  
Attn: Purchasing Department  
1055 Eaton Dr.  
Ft. Wright, KY 41017

### Bid E-mail Address:

[kenton.purchasing@kenton.kyschools.us](mailto:kenton.purchasing@kenton.kyschools.us)

### Bid Opening:

1. Bids will be opened on **Friday, May 5, 2023, at 2:00 PM EST.**
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to be present at the bid opening.

### Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, June 5, 2023.**

### Period of Contract:

1. The period of the contract will be from **July 1, 2023, through June 30, 2024.**

### VENDOR INFORMATION:

Name of Company:	Phone:
<i>Rush Truck Centers of Ohio, Inc. dba RTC Cincinnati</i>	<i>513 335 0713</i>
Address:	City: State: Zip:
<i>11775 Highway Dr.</i>	<i>Cinti OH 45241</i>
Contact Name:	E-mail Address:
<i>Jimmy Engel</i>	<i>EngelJ@Rushenterprises.com</i>
Signature:	Date:
<i>[Signature]</i>	<i>5/5/2023</i>

**BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY**

#### **45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS**

1. It shall be a breach of ethical standards for an 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:
  - i. He, or any member of his immediate family has a financial interest therein; or
  - ii. 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
  - iii. 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 part. 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 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 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 personal gain of any other person.

#### **45A.990 – PENALTIES**

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County Board of Education, 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.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature Timothy P. Hagan Date 5/5/2023  
Print Name Timothy P Hagan Title Gen

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 5. EXCEPTIONS

In compliance with this Invitation to Bid, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all Terms and Conditions, General Bid Instructions, and Bid Specifications. Failure to accept the Terms and Conditions, General Bid Instructions, and Bid Specifications, unless requesting an exception, may result in a proposal being deemed nonresponsive.

Requested exceptions to the Terms and Conditions, General Bid Instructions, and Bid Specifications must be clearly identified on the table below. If no exceptions are requested, it will be assumed that the bid meets all specifications and bidder agrees to all Terms and Conditions and General Bid Instructions as stated in this complete bid package.

The Board's Purchasing Department shall determine acceptance or non-acceptance of requested exceptions. **Exceptions not accepted will disqualify the bid.** Exceptions noted elsewhere in the solicitation and not specified on this form will not be considered.

**IDENTIFY ALL EXCEPTIONS (check one):**

☒ **No Exceptions Requested.** All Terms and Conditions, General Bid Instructions, and Bid Specifications are met.

☐ Offeror requests the exceptions identified below and noted on the attached sheet(s).

Correlating with the number listed on the table below, offeror shall include additional page(s) identifying the solicitation language to which the exception is taken, the proposed language and any price impact this may have. For any fees and/or additional charges not included in the bid price, offeror shall specify the exact amount that will be incurred. If no additional details are included, the exception will not be considered.

NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
Example	Terms and Conditions	1.9 – Warranty	3
1.			
2.			
3.			
4.			
5.			
6.			
7.			

By signing this form, offeror has read and acknowledges the Terms and Conditions, General Bid Instructions, and Bid Specifications; has listed all requested exceptions; and understands if an exception is not accepted the bid will be disqualified.

Authorized Signature Timothy P. Hogan

Date 5/5/2023

Print Name Timothy P. Hogan

Title Gm

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 5. BID FORM

TM (please initial) **Specification Compliance:** I have read, acknowledge, and agree to the standards set forth in the Kentucky Minimum Specifications for School Buses 2023 manual.

ALL blanks are to be completed on the below table, in order to qualify your bid.

If a bidder wishes to not bid on a certain item, "NO BID" shall be listed; failure to do so may result in the rejection of the bid.

### PARTS DISCOUNT:

PARTS/PRODUCTS ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTIONS
Pricing varies by product	NA %	
Pricing varies by product	NA %	
Pricing varies by product	NA %	
Pricing varies by product	NA %	
Pricing varies by product	NA %	

### LABOR RATES:

TYPE OF SERVICE	RATE	EXCEPTIONS
Service	\$ 152.00 Per Hour	
	\$ Per Hour	
	\$ Per Hour	
	\$ Per Hour	

Lead time in business days after receipt of order:

1-3 days unless on back order

### CERTIFICATION OF RESPONDENT

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent Timothy P. Heaton

Date 5/5/2023

Printed Name and Title Timothy P. Heaton

Name of Company Rush Truck Centers - Ohio, Inc. aka Rush Truck Centers, Cincinnati

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



**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 \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public

[seal of notary]

My commission expires: \_\_\_\_\_

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 6. CHECKLIST

All items listed below are due on or before the sealed bid opening, **fully** completed per instructions in order to qualify the bid. Failure to do so will disqualify your bid.

- |    |           |                                                 |                                      |
|----|-----------|-------------------------------------------------|--------------------------------------|
| 1. | <u>✓</u>  | <b>Cover Sheet</b>                              | <i>Page 1</i>                        |
| 2. | <u>✓</u>  | <b>Conflict of Interest</b>                     | <i>Page 2</i>                        |
| 3. | <u>✓</u>  | <b>Exceptions</b>                               | <i>Page 12</i>                       |
| 4. | <u>✓</u>  | <b>Bid Form</b>                                 | <i>Page 13</i>                       |
| 5. | <u>NA</u> | <b>Kentucky Resident Bidder (if applicable)</b> | <i>Page 14</i>                       |
| 6. | <u>✓</u>  | <b>Proof of Required Insurance</b>              | <i>(See page 3 for requirements)</i> |

### Rush Limited Warranty

**NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY.** Any warranties on any new product(s) sold by Rush are limited only to any printed warranty provided by the applicable manufacturer of the product. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

**USED PRODUCTS – NO WARRANTIES.** All used product(s) sold by Rush are sold on an “AS IS, WHERE IS” basis, without any warranties by Rush. EXCEPT FOR ANY MANUFACTURERS’ WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

**LIMITED WARRANTY ON SERVICES.** Rush warrants that all services performed by Rush for a customer, including repair, maintenance and installation services (“Services”), will be performed in a good and workmanlike manner (“Services Warranty”). The Services Warranty is valid for a period of ninety (90) days from the date the Service is completed. Customer’s sole and exclusive remedy, and Rush’s entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. RUSH PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Rush for customer. Rush does not warrant any services provided by any third-party. Any warranties are solely those that are provided by the third-party service provider.



## INVITATION TO BID

VMP -  
Compliant

<b>BID/RFP No.:</b>	<b>27-BPD-23</b>
<b>DATE ISSUED:</b>	<b>4/14/2023</b>
<b>BID CLOSING DATE:</b>	<b>5/05/2023</b>
<b>TITLE:</b>	<b>BUS PARTS DISCOUNT BID</b>
<b>CONTRACT ADMINISTRATOR NAME:</b>	<b>Cinda Roberts, Purchasing Agent</b>
<b>EMAIL CONTACT:</b>	<a href="mailto:kenton.purchasing@kenton.kyschools.us">kenton.purchasing@kenton.kyschools.us</a>
<b>METHOD OF AWARD:</b>	<b>Low Bid</b>

The Kenton County Board of Education's Purchasing Department will receive sealed bids for 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 instructions and specifications carefully. Failure to comply with these instructions shall disqualify your bid.

**BIDS MUST BE RECEIVED NO LATER THAN: MAY 5, 2023, by 2:00 PM EST.**

### Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: **"BID No. 27-BPD-23 RESPONSE"** or;
2. Emailed with **"BID No. 27-BPD-23 RESPONSE"** in the subject line.

#### Bid Delivery Address:

Kenton County Board of Education  
Attn: Purchasing Department  
1055 Eaton Dr.  
Ft. Wright, KY 41017

#### Bid E-mail Address:

[kenton.purchasing@kenton.kyschools.us](mailto:kenton.purchasing@kenton.kyschools.us)

### Bid Opening:

1. Bids will be opened on **Friday, May 5, 2023, at 2:00 PM EST.**
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to be present at the bid opening.


### Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, June 5, 2023.**

### Period of Contract:

1. The period of the contract will be from **July 1, 2023, through June 30, 2024.**

### VENDOR INFORMATION:

<b>Name of Company:</b> Vehicle Maintenance Program	<b>Phone:</b> 561-362-6080
<b>Address:</b> 3595 N Dixie Hwy Bay 7	<b>City:</b> <b>State:</b> <b>Zip:</b> Boca Raton, FL 33431
<b>Contact Name:</b> Lindi Brooks	<b>E-mail Address:</b> <a href="mailto:lindi@vmpparts.com">lindi@vmpparts.com</a>
<b>Signature:</b> 	<b>Date:</b> 5/5/23

**BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY**

#### **45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS**

1. It shall be a breach of ethical standards for an 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:
  - i. He, or any member of his immediate family has a financial interest therein; or
  - ii. 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
  - iii. 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 part. 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 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 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 personal gain of any other person.

#### **45A.990 – PENALTIES**

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County Board of Education, 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.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature \_\_\_\_\_



Date 5/5/23

Print Name Lindi Brooks

Title President

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**



## 5. EXCEPTIONS

In compliance with this Invitation to Bid, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all Terms and Conditions, General Bid Instructions, and Bid Specifications. Failure to accept the Terms and Conditions, General Bid Instructions, and Bid Specifications, unless requesting an exception, may result in a proposal being deemed nonresponsive.

Requested exceptions to the Terms and Conditions, General Bid Instructions, and Bid Specifications must be clearly identified on the table below. If no exceptions are requested, it will be assumed that the bid meets all specifications and bidder agrees to all Terms and Conditions and General Bid Instructions as stated in this complete bid package.

The Board's Purchasing Department shall determine acceptance or non-acceptance of requested exceptions. **Exceptions not accepted will disqualify the bid.** Exceptions noted elsewhere in the solicitation and not specified on this form will not be considered.

### IDENTIFY ALL EXCEPTIONS (check one):

☒ **No Exceptions Requested.** All Terms and Conditions, General Bid Instructions, and Bid Specifications are met.

☐ Offeror requests the exceptions identified below and noted on the attached sheet(s).

Correlating with the number listed on the table below, offeror shall include additional page(s) identifying the solicitation language to which the exception is taken, the proposed language and any price impact this may have. For any fees and/or additional charges not included in the bid price, offeror shall specify the exact amount that will be incurred. If no additional details are included, the exception will not be considered.

NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
Example	Terms and Conditions	1.9 – Warranty	3
1.			
2.			
3.			
4.			
5.			
6.			
7.			

By signing this form, offeror has read and acknowledges the Terms and Conditions, General Bid Instructions, and Bid Specifications; has listed all requested exceptions; and understands if an exception is not accepted the bid will be disqualified.

Authorized Signature



Date 5/5/23

Print Name Lindi Brooks

Title President

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

**5. BID FORM**

LB

(please initial)

**Specification Compliance:** I have read, acknowledge, and agree to the standards set forth in the Kentucky Minimum Specifications for School Buses 2023 manual.

ALL blanks are to be completed on the below table, in order to qualify your bid.

If a bidder wishes to not bid on a certain item, "NO BID" shall be listed; failure to do so may result in the rejection of the bid.

**PARTS DISCOUNT:**

PARTS/PRODUCTS ELIGIBLE FOR DISCOUNT	DISCOUNT		EXCEPTIONS
Goodyear Belts	37.5	%	
Luberfiner Filters	51.1	%	
ANCO/Trico	37.5	%	
Trucklite	68.1	%	
SKF	70.5	%	

**LABOR RATES:**

TYPE OF SERVICE	RATE		EXCEPTIONS
	\$	Per Hour	
	\$	Per Hour	
	\$	Per Hour	
	\$	Per Hour	

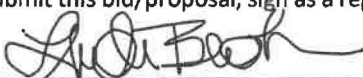
Lead time in business days after receipt of order:

3-4 days

**CERTIFICATION OF RESPONDENT**

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent



Date 5/5/23

Printed Name and Title Lindi Brooks, President

Name of Company Vehicle Maintenance Program

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

**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

Lindi Brooks

Printed Name

President

Title

5/5/23

Date

Company Name Vehicle Maintenance Program

Address 3595 N Dixie Hwy Bay 7

Boca Raton, FL 33431

Subscribed and sworn to before me by

Lindi Brooks

(Affiant)

President

(Title)

of Vehicle Maintenance Program the 5th day of May, 2023.  
(Company Name)

Notary Public

[seal of notary]

My commission expires: \_\_\_\_\_

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

**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

Lindi Brooks

Printed Name

President

Title

5/5/23

Date

Company Name Vehicle Maintenance Program

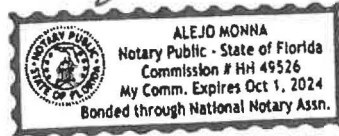
Address 3595 N Dixie Hwy Bay 7

Boca Raton, FL 33431

Subscribed and sworn to before me by Lindi Brooks President  
(Affiant) (Title)

of Vehicle Maintenance Program the 5th day of May, 2023.  
(Company Name)

Notary Public  
(seal of notary)



My commission expires:

10/01/24

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

Page 14 of 15

VMP IS NOT A KENTUCKY RESIDENT

## 6. CHECKLIST

All items listed below are due on or before the sealed bid opening, **fully** completed per instructions in order to qualify the bid. Failure to do so will disqualify your bid.

- |    |          |                                                 |                                      |
|----|----------|-------------------------------------------------|--------------------------------------|
| 1. | <u>X</u> | Cover Sheet                                     | Page 1                               |
| 2. | <u>X</u> | Conflict of Interest                            | Page 2                               |
| 3. | <u>X</u> | Exceptions                                      | Page 12                              |
| 4. | <u>X</u> | Bid Form                                        | Page 13                              |
| 5. | <u>X</u> | Kentucky Resident Bidder <i>(if applicable)</i> | Page 14                              |
| 6. | <u>X</u> | Proof of Required Insurance                     | <i>(See page 3 for requirements)</i> |



Wiers -  
Compliant



## INVITATION TO BID

<b>BID/RFP No.:</b>	<b>27-BPD-23</b>
<b>DATE ISSUED:</b>	<b>4/14/2023</b>
<b>BID CLOSING DATE:</b>	<b>5/05/2023</b>
<b>TITLE:</b>	<b>BUS PARTS DISCOUNT BID</b>
<b>CONTRACT ADMINISTRATOR NAME:</b>	<b>Cinda Roberts, Purchasing Agent</b>
<b>EMAIL CONTACT:</b>	<b><u>kenton.purchasing@kenton.kyschools.us</u></b>
<b>METHOD OF AWARD:</b>	<b>Low Bid</b>

The Kenton County Board of Education's Purchasing Department will receive sealed bids for 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 instructions and specifications carefully.** Failure to comply with these instructions shall disqualify your bid.

**BIDS MUST BE RECEIVED NO LATER THAN: MAY 5, 2023, by 2:00 PM EST.**

### Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: "**BID No. 27-BPD-23 RESPONSE**" or;
2. Emailed with "**BID No. 27-BPD-23 RESPONSE**" in the subject line.

#### Bid Delivery Address:

Kenton County Board of Education  
Attn: Purchasing Department  
1055 Eaton Dr.  
Ft. Wright, KY 41017

#### Bid E-mail Address:

kenton.purchasing@kenton.kyschools.us

### Bid Opening:

1. Bids will be opened on **Friday, May 5, 2023, at 2:00 PM EST.**
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. You are invited to be present at the bid opening.

### Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, June 5, 2023.**

### Period of Contract:

1. The period of the contract will be from **July 1, 2023, through June 30, 2024.**

### VENDOR INFORMATION:

Name of Company:	Phone:
Wiers Fleet Partners	459-371-4777
Address:	City: State: Zip:
9000 Empire Connector Dr.	Florence Ky 41042
Contact Name:	E-mail Address:
David Stambaugh	DavidStambaugh@wiers.com
Signature:	Date:
[Signature]	4/17/23

**BIDDER IS TO COMPLETE THIS COVER SHEET AND SUBMIT WITH THE BID IN ITS ENTIRETY**

#### **45A.455 - PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS**

1. It shall be a breach of ethical standards for an 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:
  - i. He, or any member of his immediate family has a financial interest therein; or
  - ii. 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
  - iii. 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 part. 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 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 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 personal gain of any other person.

#### **45A.990 - PENALTIES**

1. Any employee or any official of The Kenton County Board of Education, 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 Kenton County Board of Education, 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.

By signing this form, offeror has read, understands, and acknowledges the Conflict of Interest and Penalties statement.

Authorized Signature

*David Stambough*

Date

*4/17/23*

Print Name

*David Stambough*

Title

*Manager*

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 5. EXCEPTIONS

In compliance with this Invitation to Bid, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all Terms and Conditions, General Bid Instructions, and Bid Specifications. Failure to accept the Terms and Conditions, General Bid Instructions, and Bid Specifications, unless requesting an exception, may result in a proposal being deemed nonresponsive.

Requested exceptions to the Terms and Conditions, General Bid Instructions, and Bid Specifications must be clearly identified on the table below. If no exceptions are requested, it will be assumed that the bid meets all specifications and bidder agrees to all Terms and Conditions and General Bid Instructions as stated in this complete bid package.

The Board's Purchasing Department shall determine acceptance or non-acceptance of requested exceptions. **Exceptions not accepted will disqualify the bid.** Exceptions noted elsewhere in the solicitation and not specified on this form will not be considered.

**IDENTIFY ALL EXCEPTIONS (check one):**

☐ **No Exceptions Requested.** All Terms and Conditions, General Bid Instructions, and Bid Specifications are met.

☐ Offeror requests the exceptions identified below and noted on the attached sheet(s).

Correlating with the number listed on the table below, offeror shall include additional page(s) identifying the solicitation language to which the exception is taken, the proposed language and any price impact this may have. For any fees and/or additional charges not included in the bid price, offeror shall specify the exact amount that will be incurred. If no additional details are included, the exception will not be considered.

NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
Example	Terms and Conditions	1.9 – Warranty	3
1.			
2.			
3.			
4.			
5.			
6.			
7.			

By signing this form, offeror has read and acknowledges the Terms and Conditions, General Bid Instructions, and Bid Specifications; has listed all requested exceptions; and understands if an exception is not accepted the bid will be disqualified.

Authorized Signature

*David Stambough*

Date

4/17/23

Print Name

David Stambough

Title

Manager

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

## 5. BID FORM

DS (please initial) **Specification Compliance:** I have read, acknowledge, and agree to the standards set forth in the Kentucky Minimum Specifications for School Buses 2023 manual.

ALL blanks are to be completed on the below table, in order to qualify your bid.

If a bidder wishes to not bid on a certain item, "NO BID" shall be listed; failure to do so may result in the rejection of the bid.

### PARTS DISCOUNT:

PARTS/PRODUCTS ELIGIBLE FOR DISCOUNT	DISCOUNT	EXCEPTIONS
Baldwin Filters	37.5 off list %	
	%	
	%	
	%	
	%	

### LABOR RATES:

TYPE OF SERVICE	RATE	EXCEPTIONS
All Repairs (No tires)	\$ 125. Per Hour	Tires
.	\$ Per Hour	
	\$ Per Hour	
	\$ Per Hour	

Lead time in business days after receipt of order:

One Day

### CERTIFICATION OF RESPONDENT

I, the undersigned, submit this bid/proposal in accordance with the specifications, which are part of this solicitation. My signature also certifies that I am authorized to submit this bid/proposal, sign as a representative for the company, and carry out the services solicited in this solicitation.

Signature of Authorized Agent

David Stumbach

Date 4/17/23

Printed Name and Title

David Stumbach Store Manager

Name of Company

Wiers Fleet Partners Florence

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**

**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.

David Stambaugh      David Stambaugh  
Signature                      Printed Name  
Store Manager              4/17/23  
Title                              Date

Company Name Wiers Fleet Partners Florence  
Address 9000 Empire Connector Dr.  
Florence Ky 41042

Subscribed and sworn to before me by David Stambaugh      Store Manager  
(Affiant)                                              (Title)

of Wiers Fleet Partners      the 26<sup>th</sup> day of April, 2023.  
(Company Name)

Kristin A. Price  
Notary Public  
[seal of notary]

My commission expires: 3/3/25



**KRISTIN A. PRICE**  
Notary Public, Kentucky  
State At Large  
My Commission Expires  
March 3, 2025  
Notary ID# KYNP23383

**BIDDER IS TO SIGN AND ATTACH THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY**