



Issue Paper

DATE:

July 28, 2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve awarding the Transit Van-Wheelchair/Ambulatory Passenger Bid #27-TV-23 to Mobility Works as indicated on the attached tabulation

APPLICABLE BOARD POLICY:

Fiscal Management 04.32 AP.1

HISTORY/BACKGROUND:

An advertisement was posted to the District website on July 18, 2023, to accept proposals for a transit van with wheelchair and ambulatory passenger capacity. The van will be used to transport KCS D students, especially students with special needs. Sealed bids were publicly opened and read on July 26, 2023. Mobility Works was the only compliant, responsive, and responsible bidder.

FISCAL/BUDGETARY IMPACT:

\$107,761.88-ESSER II and IDEA/ARP funds will be used to purchase the van.

RECOMMENDATION:

Approval to award the Transit Van-Wheelchair/Ambulatory Passenger Bid #27-TV-23 to Mobility Works as indicated on the attached tabulation.

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.

**THE KENTON COUNTY SCHOOL DISTRICT
TRANSIT VAN-WHEELCHAIR/AMBULATORY PASSENGER BID #27-TV-23**

Item Description:		Mobility Works
Dodge Ram Wheelchair/Ambulatory Van or Ford Transit Wheelchair Lift Conversion Van		
Year	2022, 2023, or 2024	
Condition	New	
Make/Model	DODGE RAM	
	PROMASTER or FORD	
	T350	
Fuel Type	Gas	
Engine	V6 or V8	
Transmission	Automatic	
Drivetrain	Front-wheel	
Color	White	
Total Bid Price:		\$107,761.88
Lead Time:		AVAILABLE 08/08/2023

*NOTE: Office Tree Products', LLC, bid was deemed non-compliant due to unsigned Cover Sheet, Conflict of Interest Form, Exceptions Form, and Bid Form

Recommended-



INVITATION TO BID

BID/RFP No.:	27-TV-23
DATE ISSUED:	7/18/2023
BID CLOSING DATE:	7/26/2023
TITLE:	TRANSIT VAN-WHEELCHAIR/AMBULATORY PASSENGER
CONTRACT ADMINISTRATOR NAME:	Cinda Roberts, Purchasing Agent
EMAIL CONTACT:	cinda.roberts@kenton.kyschools.us
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: July 26, 2023, by 2:00 PM EST.

Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: "BID No. 27-TV-23 RESPONSE" or;
2. Emailed with "BID No. 27-TV-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 **Wednesday, July 26, 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, August 7, 2023.**

Period of Contract:

1. All proposals shall be valid for a minimum of sixty (60) days from the bid award date.
2. Transit Van shall be available for purchase on August 8, 2023.

VENDOR INFORMATION:

Name of Company:	Phone:
Address:	City: State: Zip:
Contact Name:	E-mail Address:
Signature:	Date:

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
- 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 items and/or services. The Board reserves the right to purchase specific items and/or services 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 SCOPE AND SPECIFICATIONS

1. SCOPE

The Kenton County Board of Education is requesting bids to secure a new wheelchair accessible, ambulette transit van for District use.

2. GENERAL

- I. Proposed prices shall be "all-inclusive"-this includes, but is not limited to: all equipment, materials, labor, expenses, warranties, and delivery of vehicle FOB Destination to the Kenton County School District.
- II. All vehicles presented shall meet all Federal Motor Vehicle Safety Standards (FMVSS) and be fully compliant with all Federal and State regulations.
- III. The District reserves the right to purchase the vehicle(s) that best meets the District's needs. Vendors shall price vehicle(s) accordingly, meaning the "each" price shall have all options requested and delivery included.
- IV. All vehicles items bid shall be new, unused, and not remanufactured in any way. **Only NEW-model years 2022, 2023, or 2024 will be considered.**

3. WARRANTIES

Vehicle(s) shall be furnished with the standard Manufacturer's Warranty.

4. VEHICLE SPECIFICATIONS

Dodge Ram Wheelchair/Ambulatory Van or Ford Transit Wheelchair Lift Conversion Van

Year	2022, 2023, or 2024
Condition	New
Make/Model	DODGE RAM PROMASTER or FORD T350
Fuel Type	Gas
Engine	V6 or V8
Transmission	Automatic
Drivetrain	Front-wheel
Color	White
Features/Equipment:	<ul style="list-style-type: none">• Stability Control with Anti-Roll• Power Windows• Power Locks• Power Steering• Reverse Sensing System/Back-up Alarm• Cruise Control• AM/FM Stereo Radio• Three (3) Keys• Outside Temperature Display• Tire Pressure Monitoring System• Anti-Theft System• Rear View Camera• Drivege Vehicle Innovations SmartFloor Base Package or equivalent• Wheelchair Lift System (Rear door/Automatic ADA System)-Braun Century Series C919 IB Automatic ADA Lift or equivalent

(Features/Equipment continued)	<ul style="list-style-type: none"> • Wheelchair Secure System-AMF Bruns 4 button wheelchair securement system with retractable lap/shoulder belt (LEVEL 3) or equivalent • Freedman one (1) passenger forward-facing 3PT seat with lap/shoulder belts-SmartFloor leg system with wheels or equivalent, QTY 2 • Two (2) wall mounted lengths of track, driver side & pass. side, for future wheelchair shoulder mounts • Dash Mounted Display for Interlock Functions • B-Pillar Grab • Short Driver Step and Full Passenger Step • SmartFloor Flexible Flooring System or equivalent <ul style="list-style-type: none"> ○ Transit Works SmartFloor Seat, curb side, or equivalent QTY 3 ○ Transit Works SmartFloor, street side/center or equivalent, QTY 3
--------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

5. SPECIAL CONDITIONS

- I. Upon award, vehicle must be available for immediate delivery on August 8, 2023.
 - **Do Not Bid if vehicle is not available for immediate delivery.**
- II. Wheelchair lift and wheelchair tie-downs shall meet ADA requirements.

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

6. BID FORM

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.

Proposed prices must be "all-inclusive"-this includes, but is not limited to: all equipment, materials, labor expenses, warranty, and delivery of new vehicle FOB Destination to the Kenton County School District.

Wheelchair/Ambulatory Passenger Van* Unit Price: \$ _____/EA

LEAD TIME (date available after receipt of Purchase Order): _____

**Include the Vehicle Information/Summary/Spec. sheets for proposed vehicle with the bid.*

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

7. 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. | _____ | Cover Sheet | <i>Page 1</i> |
| 2. | _____ | Conflict of Interest | <i>Page 2</i> |
| 3. | _____ | Exceptions | <i>Page 13</i> |
| 4. | _____ | Bid Form | <i>Page 14</i> |
| 5. | _____ | Kentucky Resident Bidder (if applicable) | <i>Page 15</i> |
| 6. | _____ | Vehicle Summary/Spec. Sheets | <i>Page 14</i> |

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



INVITATION TO BID

BID/RFP No.:	27-TV-23
DATE ISSUED:	7/18/2023
BID CLOSING DATE:	7/26/2023
TITLE:	TRANSIT VAN-WHEELCHAIR/AMBULATORY PASSENGER
CONTRACT ADMINISTRATOR NAME:	Cinda Roberts, Purchasing Agent
EMAIL CONTACT:	cinda.roberts@kenton.kyschools.us
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: July 26, 2023, by 2:00 PM EST.

Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: "BID No. 27-TV-23 RESPONSE" or;
2. Emailed with "BID No. 27-TV-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 **Wednesday, July 26, 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, August 7, 2023.**

Period of Contract:

1. All proposals shall be valid for a minimum of sixty (60) days from the bid award date.
2. Transit Van shall be available for purchase on August 8, 2023.

VENDOR INFORMATION:

Name of Company:	Phone:
Mobility Works	574-238-5280
Address:	City: State: Zip:
173 Industrial Blvd.	La Vergne TN 37086
Contact Name:	E-mail Address:
Alan Reichard	alan.reichard@mobilityworks.com
Signature:	Date:
	7-21-23

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 7-21-23

Print Name Alan Reichard

Title Salesmanager

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 7-21-23

Print Name

Alan Reichard

Title

Salesmanager

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

6. BID FORM

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.

Proposed prices must be "all-inclusive"-this includes, but is not limited to: all equipment, materials, labor expenses, warranty, and delivery of new vehicle FOB Destination to the Kenton County School District.

Wheelchair/Ambulatory Passenger Van* Unit Price:

\$ 107,761⁸⁸ /EA

LEAD TIME (date available after receipt of Purchase Order):

Aug 8, 2023

**Include the Vehicle Information/Summary/Spec. sheets for proposed vehicle with the bid.*

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 7-21-23

Printed Name and Title Alan Reichard Sales manager

Name of Company Mobility Works

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

7. 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> | Cover Sheet | <i>Page 1</i> |
| 2. | <u>✓</u> | Conflict of Interest | <i>Page 2</i> |
| 3. | <u>✓</u> | Exceptions | <i>Page 13</i> |
| 4. | <u>✓</u> | Bid Form | <i>Page 14</i> |
| 5. | <u>N/A</u> | Kentucky Resident Bidder (if applicable) | <i>Page 15</i> |
| 6. | <u>✓</u> | Vehicle Summary/Spec. Sheets | <i>Page 14</i> |

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

The undersigned, being the President and Chief Operating Officer of WMK, LLC, an Ohio limited liability company doing business as MobilityWorks (the "Company"), hereby certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Company Authorized Official

Eric H. Mansfield, President and COO
Name and Title of Company Authorized Official

July 25, 2023
Date



Quote

Proposal #:Q296175

Handicapped Driver Services - Tennessee LLC
 173 Industrial Blvd
 La Vergne, TN 37086
 (615) 280-5058
 EIN#: 36-4548981
 fax: (615) 280-5066

Price Quote Valid for 14 Days

Alan Reichard Email: alan.reichard@mobilityworks.com Phone: (615) 645-4300

Billing Name Kenton County School District	Buyer Name Kenton County School District	Stock # STQ-249360
Address 1055 Eaton Drive	Address 1055 Eaton Drive	Quote # Q296175
City, State ZIP Fort Wright,KY 41017	City, State ZIP Fort Wright,KY 41017	Proposal Date 06/29/2023
Telephone (859) 957-2630	County	Accepted date
	Telephone (859) 957-2630	

New/Used New	Make Ram	Model / Trim ProMaster	Year 2023	Color White	To Be Delivered On Or About 08/08/2023
Type of Vehicle Full Size Van	VIN 3C6LRVPG3PE509849		Mileage 0	Job Reference: Customer P.O.:	
Chassis, Conversion and Additional Equipment (See Page 2 for detail):					\$107,761.88
Protection Products:					\$0.00
			MBW Rewards		(\$0.00)
			Total		\$107,761.88
			Documentary Fee		\$0.00
			Delivery		\$0.00
			Sales Tax		\$0.00
			Total Cash Delivered Price		\$107,761.88
			Note 1 Rebate(s)		(\$0.00)
			GPC		(\$0.00)
			Third Party Payor(s)		(\$0.00)
		Cash Down	Check/PO	-	-
		Payment	Deposit Amount + Cash Down Payment		(\$0.00)
		Total Credits		(\$0.00)	
Trade-In(s)					
Year	Make	Model	Vin	Payoff Amount	Allowance
ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.				Amount Due Upon Delivery	\$107,761.88

The first and second pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read and understand the second page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

Buyer's Signature **Kenton County School District**

Approved By: **Alan Reichard**

Co-Buyer's Signature

This order is not valid unless signed and accepted by dealer and is only valid for 14 days.

Note 1 OEM Incentives and availability are subject to change and the end user must meet qualifications by OEM to qualify.





Quote

Proposal #:Q296175

Handicapped Driver Services - Tennessee LLC

173 Industrial Blvd
La Vergne, TN 37086
(615) 280-5058
EIN#: 36-4548981
fax: (615) 280-5066

Price Quote Valid for 14 Days

Alan Reichard Email: alan.reichard@mobilityworks.com Phone: (615) 645-4300

Billing Name **Kenton County School District**
Address 1055 Eaton Drive
City, State ZIP Fort Wright, KY 41017
Telephone (859) 957-2630

Buyer Name **Kenton County School District**
Address 1055 Eaton Drive
City, State ZIP Fort Wright, KY 41017
County
Telephone (859) 957-2630

Stock # STQ-249360
Quote # Q296175
Proposal Date 06/29/2023

New/Used New	Make Ram	Model / Trim ProMaster	Year 2023	Color White	To Be Delivered On Or About 08/08/2023
Type of Vehicle Full Size Van	VIN 3C6LRVPG3PE509849		Mileage 0	Job Reference: Customer P.O.:	

Additional Equipment Summary

2023 Ram ProMaster - VIN# 3C6LRVPG3PE509849	
1	Drivege Vehicle Innovations Smartfloor Base Package Includes • ABS Plastic Interior Package • Rear Auxiliary Overhead A/C and Heat System • 8 Rail Smartfloor • Seal Floor to Walls • Black Altro Floor Covering • Detail and Inspection • Complete Safety Kit with 2.5lb. Fire Extinguisher • Certification Labels Includes Dealer Supplied Unit \$175.00
4	Freedman one (1) passenger forward-facing 3PT seat w/ three-point lap/shoulder belts - SmartFloor leg system w/ wheels
1	L4 Two (2) wall-mounted lengths of L-track, driver side & pass side, for future wheelchair shoulder mounts
1	Q'Straint 4-point retractable wheelchair tiedown system, with manual lap & shoulder restraints (LEVEL 3)
1	Wall-mounted tiedown storage container. NOTE: Use only 4-button style wheelchair securement systems with the SmartFloor track system.
1	Braun Century series C919 1B automatic ADA lift, 34" x 51" platform, 800 lb. Capacity, ADA interlock, spot lights on lift, FMVSS 403 & 404 compliant with manual roll stop - REAR LIFT
1	Dash Mounted Display for Interlock Functions
1	B-Pillar Grab
1	Short Driver Galvanneal Step
1	Full Passenger Galvanneal Step
1	Back up alarm
3	TRANSIT WORKS SMART FLOOR SEAT, CURB SIDE
3	TRANSIT WORKS SMART FLOOR SEAT, STREET SIDE / CENTER
1	Cut 3rd Key

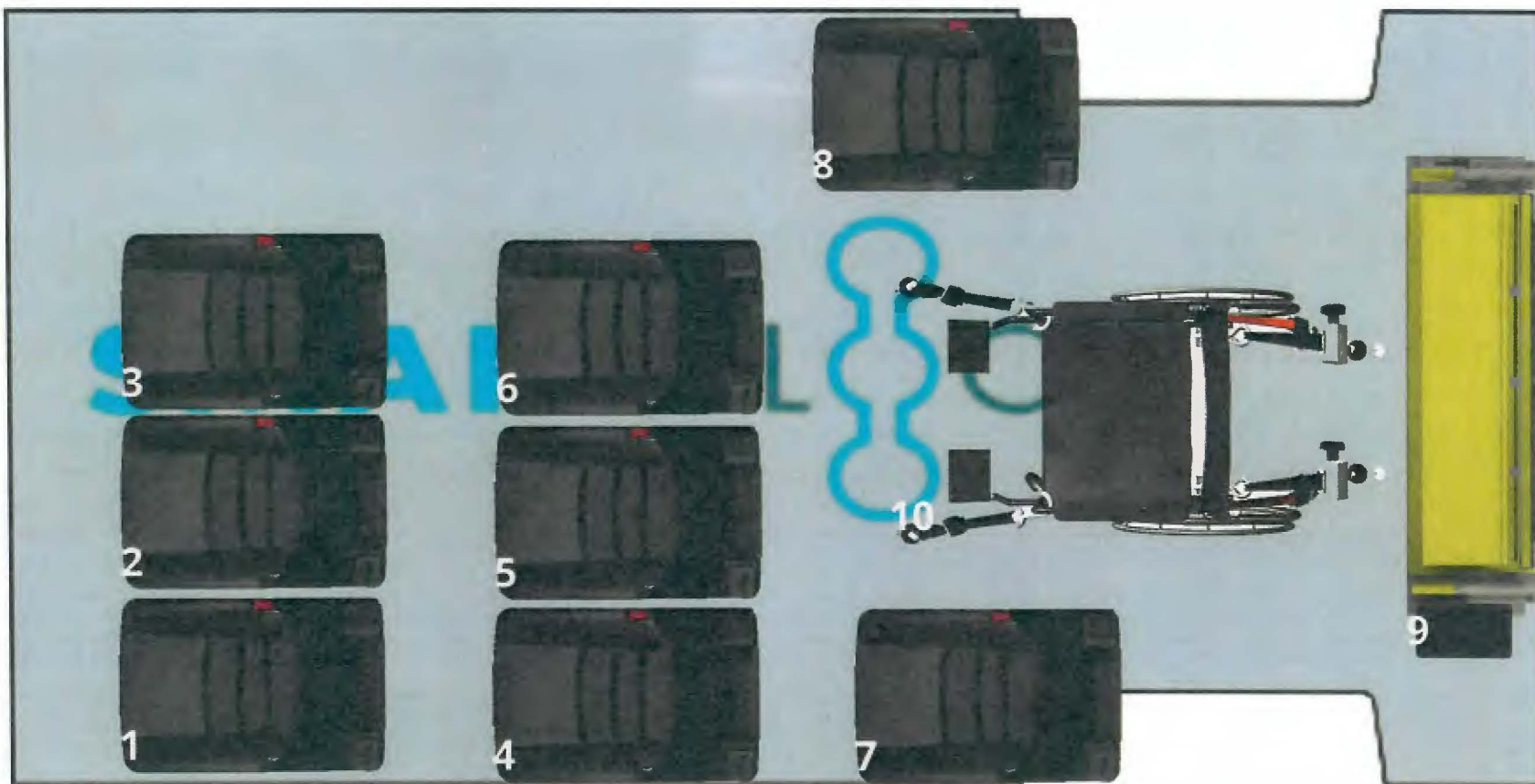
Buyer's Signature **Kenton County School District**

Approved By: **Alan Reichard**


Co-Buyer's Signature

This order is not valid unless signed and accepted by dealer and is only valid for 14 days.





"This drawing is for reference only"

VIEW	Top	Dodge ProMaster 159WB
DATE	03-Jul-23	SMART FLOOR 
COMPANY		
AUTHOR		