

# **Issue Paper**

## **DATE**:

July 28, 2023

## **AGENDA ITEM (ACTION ITEM):**

Consider/Approve awarding the Class Ring & Graduation Sundries RFP to Jostens, Inc., as indicated on the attached tabulation for the period of August 8, 2023, through July 31, 2024, with three optional mutually agreed upon annual renewals.

## APPLICABLE BOARD POLICY:

Fiscal Management 04.32 AP.1

#### **HISTORY/BACKGROUND:**

An advertisement was posted to the District website on July 6, 2023, to accept proposals for class rings and graduation sundries. Sealed bids were publicly opened and read on July 19, 2023. Annual renewal prices may be negotiated but may not exceed the percentage change of the Consumer Price Index, annualized as published by the Bureau of Labor Statistics. The District orders and pays for diplomas, diploma covers, and some academic cords.

## FISCAL/BUDGETARY IMPACT:

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

## **RECOMMENDATION:**

Approval to award the Class Ring & Graduation Sundries RFP to Jostens, Inc., as indicated on the attached tabulation for the period of August 8, 2023, through July 31, 2024, with three optional mutually agreed upon annual renewals.

## **CONTACT PERSON:**

Cinda Roberts, Purchasing Agent

Principal/Administrator

District Administrator

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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.

# CLASS RING AND GRADUATION SUNDRIES RFP 2023-2024

	Possible Points	Balfour	Jostens
1	PRICING 70	THE REPORT OF THE	
	Class Rings	\$ 20,361.2	21 \$ 24,427.21
	Cap &Gown	\$ 67,174.0	
	Announcements etc.	\$ 27,792.7	73 \$ 15,413.50
	Diplomas	\$ 17,891.0	2 \$ 7,427.50
	Total Proposed Annual Fee	\$ 133,219.0	91,644.66
	Points Awarded	38.24	70.00
2	SERVICE 10		
	Evaluator #1	7.00	10.00
	Evaluator #2	6.00	10.00
	Evaluator #3	6.00	9.00
	Average Score	6.33	9.67
	Points Awarded	6.33	9.67
3	SAMPLES 10		MIR DELICATION
	Evaluator #1	5.00	9.00
	Evaluator #2	8.00	10.00
	Evaluator #3	7.00	8.00
	Average Score	6.67	9.00
	Points Awarded	6.67	9.00
4	REFERENCES 10		
	Reference #1	N/A	
	Reference #2	N/A	10.00
	Reference #3	N/A	8.00
	Average Score	N/A	9.00
	Points Awarded	N/A	9.00
	Total Points		
	Awarded 100	51.24	97.67

Recommended-	TO ROTE TO THE PARTY

Parents and/or students of Kenton County Schools will only be obligated under this contract to the extent of orders issued and materials received/ordered.

<sup>\*</sup>NOTES: Jostens 14K class rings were removed from the tabulation due to Balfour not offering 14K options for comparison. Balfour's references were not contacted due to Jostens' score being greater than 10 points from Balfour's.



## **REQUEST FOR PROPOSAL**

BID/RFP No.: 27-CRGS-23 **DATE ISSUED:** 07/06/2023 QUESTION(S) DEADLINE: 07/11/2023 **BID CLOSING DATE:** 07/19/2023 TITLE: Class Rings and Graduation Sundries RFP **Cinda Roberts, Purchasing Agent** CONTRACT ADMINISTRATOR NAME: **EMAIL CONTACT:** cinda.roberts@kenton.kyschools.us **METHOD OF AWARD: Best Evaluated Proposal** 

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 19, 2023, by 2:00 PM EST.

#### **Delivery of Bid:**

- 1. Bids can be mailed or delivered in a sealed envelope marked: "BID No. 27-CRGS-23 RESPONSE" or;
- 2. Emailed with "BID No. 27-CRGS-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 19, 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:**

Bid will be awarded at the Board meeting held on Monday, August 7, 2023.

#### Period of Contract:

- 1. The period of the contract will be from August 8, 2023, through July 31, 2024.
- 2. If agreed upon by both parties in May of each year, the contract may be extended annually for up to three (3) additional annual renewals.
- 3. Prices may be negotiated but may not exceed the percentage change of the Consumer Price Index annualized, as published by the Bureau of Labor Statistics.

#### **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

- 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 statements				
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:

- 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. <u>KENTUCKY MODEL PROCUREMENT</u>: 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. <u>PERFORMANCE BOND</u>: 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:

- 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. <u>CRIMINAL HISTORY VERIFICATION:</u> 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.** <u>INVOICE AND PAYMENT TERMS:</u> 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. <u>DELIVERY:</u> 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, <u>31 U.S.C. 1352</u>, 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. <u>SUSPENSION AND DEBARMENT:</u> 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:
  - 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. <u>BUY AMERICAN:</u> 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:

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

#### 4. BID SPECIFICATIONS & SPECIAL CONDITIONS

#### 4.1. AWARD & SCOPE

The Kenton County Board of Education is requesting proposals to supply class rings and graduation sundries/services for its high schools. This is a "Requirements" contract to provide a ready source of class rings and sundry graduation products, to include but not necessarily be limited to, Class Rings, Caps, Gowns, Hoods, Stoles, Diplomas, Graduation Announcements, and Accessories on an "as needed" basis. The Board has three high schools with a total graduating class of approximately 1,200 students. The Board reserves the right to award to a primary and secondary vendor(s).

#### 4.2. QUANTITIES

The exact number of items required will be governed by actual needs. Parents and/or students of The District will only be obligated, under this contract, to the extent of orders issued and materials received/ordered. The resultant contract(s) will be used as the primary source(s) for the requirements specified herein.

#### 4.3. CONTRACT ADMINISTRATOR/TECHNICAL POINT OF CONTACT

The following employees of The Kenton County School District are identified to use all powers under the contract to enforce its faithful performance:

#### 1. CONTRACT ADMINISTRATOR:

As the Contract Administrator, the following individual(s), or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance: Cinda Roberts, Purchasing Agent, cinda.roberts@kenton.kyschools.us or 859-957-2630

#### 2. TECHNICAL POINTS OF CONTACT:

The following individuals shall work directly with the Contractor on a daily basis in scheduling, coordinating, and providing general direction under the resulting contract:

- Dixie Heights High School, Mrs. Teresa Catchen, Financial Secretary
- Scott High School, Wendy Smith, Financial Secretary
- Simon Kenton High School, Ms. Margaret Benner, Secretary

#### 4.4. PROPOSAL PREPARATION AND REQUIREMENTS

#### 1. RFP RESPONSE:

In order to be considered for selection, Bidders must submit a complete response to this RFP. One (1) original of each proposal shall be submitted to The Board. No other distribution of the proposal shall be made by the Bidder.

## 2. PROPOSAL PREPARATION:

- Proposals shall be signed by an authorized representative of the Bidder. All information requested must be submitted. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis shall be on completeness and clarity of content.
- Each copy of the proposal shall be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- Ownership of all data, materials and documentation originated and prepared for The Board pursuant to the RFP shall belong exclusively to The Board.
- All blanks and information requested are to be completed on the Bid Form(s) in order to qualify the bid.
   Do not bid any special grouping other than those listed herein.

## 4.5. SUBMITTALS, EVALUATION, AND AWARDING OF CONTRACT(S)

Proposals shall be as thorough and detailed as possible so that The Kenton County School District staff may properly evaluate the Bidder's capabilities to provide the required services. Proposals must be submitted on 8 ½" x 11" paper, and prepared

simply and concisely. Elaborate artwork, expensive paper, bindings, visual, and presentation aids are not required. Bidders are required to submit the following items as a complete proposal due at the date and time of the sealed bid opening:

- a. The return of the "Bid Form", signed, dated, and filled out as required.
- b. Complete Reference Sheet & Bid Submittal Checklist, to include a minimum of three (3) school systems.
- c. A written "Quality of Service" proposal (Maximum 3 Pages) see below for details.
- d. Samples as indicated below:
  - Bidder shall include a sample Cap, Gown, Tassel, Stole, Cord, Announcements (2 and 3-fold) w/Envelopes, Memory Book, Thank You Note, Envelope Seals, Class Key w/Chain, Name Cards, Diplomas, Certificate of Attendance.
- e. Signed and dated Conflict of Interest form.
- f. Sample Order Form
- g. Sample Catalog/Sample Packet of all merchandise/materials intended to be offered for purchase.
- h. Sample of End of Year Statement.

#### 4.6. EVALUATION

Proposals will be evaluated based on the following criteria, totaling to 100 points:

#### Overall Cost - 70 Points

The overall cost figure shall be arrived at by awarding the low bidder a score of seventy (70) points. The other bidders shall be awarded a percentage of the total using the low-priced bidder as the baseline.

#### Perceived Quality of Product - 10 Points

Board employee(s) will be asked to provide a subjective score from 0 -10 based on the overall perceived quality of the samples and options (on announcements) provided from each bidder

#### Perceived Quality of Service - 10 Points

From a written service proposal (3-page maximum), an overall score of 0-10 shall be awarded to each bidder. This score shall be subjective based upon the perceived level of service offered including objectives:

- · Program services and the scope of these services
- Implementation strategies including a timeline, on-line capabilities, how our account would be maintained, estimated number of visits per location and what would be accomplished per visit, employees assigned to our account including training & qualifications, procedures for late delivery, discounts and incentives, and normal appointment availability, etc.

#### References-10 Points

A list of three (3) school district or college/university references shall be supplied with the proposal. Each reference will be contacted and asked to provide a score on a scale of 0-10. The three scores will be averaged together to give a final score. If a bidder is greater than ten (10) points from the lead bidder, the bidder's references shall not be contacted. If The Board has had experience with the bidder in the past five (5) years, The Board reserves the right to award this score solely without calling references.

#### 4.7. SERVICE REQUIREMENTS

#### 1. DELIVERY/DISTIBUTION:

- All order distribution shall be conducted by the Contractor. Delivery of all materials shall be made in coordination with each individual school principal or his/her designee.
- The Contractor shall have a minimum of 3 number of personnel to make delivery and distribution to the students at the school.

## 2. ORDERS/RETURNS:

 All clerical and accounting procedures will be the responsibility of the Contractor. Order forms will be sequentially numbered. Each school must be provided an accounting of all class rings and graduation sundries ordered under this resulting contract with an itemized breakdown.

- The Contractor shall provide a receipt to each student containing the company's and student's name, date, complete description (e.g. size, color, weight, etc.) and amount of monies received. This shall be provided to the student within two (2) weeks of the ordering date.
- The Contractor shall take orders for at least two (2) consecutive days, and one (1) day for make-up orders, to be
  concluded by the date specified by the school principal. At least two (2) "Parent Nights" shall be an option for each
  school. It will be the decision of the individual school to arrange "Parent Nights". Scheduling of all order taking
  must be arranged with each individual school. Orders shall be taken in sufficient time to allow for delivery to take
  place and have any discrepancies resolved.
- The Contractor shall provide a minimum of two (2) trained personnel during the order taking sessions to assist in taking orders, sizes (if required), and answer questions.
- The Contractor shall provide brochures explaining the cost and ordering procedures. Brochures (any/all printed
  materials) must be pre-approved by the KCSD Purchasing Department, as well as the Principal, prior to distributing
  to students. All handling fees and shipping/delivery charges are to be included in the price, no extra charges shall
  be allowed. The brochures are to be distributed to the students at least two (2) weeks prior to the first day of
  ordering.
- The Contractor may charge a nominal late charge for late orders placed after a mutually agreeable deadline.
   Cancellation charges may also be charged depending upon how far along the order is in the production process.
   All additional charges must be approved by the KCSD Purchasing Department.
- The Contractor shall provide gowns and hoods to each school's faculty at no charge and/or loan gowns and hoods to the school at no charge. No more than ten (10) gowns and hoods shall be provided to each school per year.
- Refunds shall be issued on any order that is not personalized. Refunds shall be granted upon the merit of student(s) not meeting graduation requirements. Graduation sundries shall be exchanged for a different school if student transfers to a different school after the order has been placed (e.g., a Scott student transfers to Dixie in March of their graduation year.)
- The Contractor shall donate ten (10) "Basic Packages" (cap, gown, tassel, and stole) to each school per year to cover underprivileged seniors.
- The awarded vendor shall be responsible for the handling of all monies and product distribution including ontime and late orders. No school personnel shall have any role in the distribution of product and the collection of any/all monies for products under this agreement.

#### 3. END OF YEAR STATEMENT(S):

The Bidder shall provide a sample of proposed annual reports (an accounting of all class rings and graduation sundries) and all distribution ordering literature. The report shall include, but not be limited to the following-Student Name, School, Item/PN, Item Description, Quality/Metal, Quantity, and Unit Price, in a Microsoft Excel format.

#### 4. CATALOG:

All products offered to The Kenton County School District <u>must</u> be shown in the Bidder's catalog. Prices shall be provided to The Kenton County School District along with the Bid by the sealed bid opening date on all such merchandise.

#### 5. DISPUTES:

Any dispute that may result from the sale, delivery, warranty, design, or for any reason involving the contract will be resolved by the Contract Administrator.

## 6. TELEPHONE NUMBER(S):

The Contractor shall provide a local and/or a toll-free telephone number of school account representative and plant representative that can be called by school staff, students, and parents. Failure to return calls resulting in complaints to The Kenton County School District Central Office shall be a direct violation of bid requirements.

#### 7. PACKAGING AND MARKING:

All graduation materials delivered to the student, by the Contractor, shall be individually packaged with the student's name placed on the outside of the package.

## 8. LOST OR DAMAGED GOODS:

The schools will not be held responsible for lost or damaged goods left by the Contractor.

#### 9. CONTRACT AWARD DOCUMENT:

The Board will award a contract referencing all related documents corresponding to this solicitation. Under no circumstances will The Kenton County School District sign or execute any subsequent vendor form.

#### 10. PROPOSAL PRICES:

- Bid prices shall be firm and fixed throughout the contract period. State sales tax shall not be included in prices on all student/parent purchases. Any items purchased directly by the Board of Education (diplomas) shall not include state sales tax. No extra charges shall be allowed.
- The proposal price shall be for PACKAGE PRICING only (NOT Bid Pricing) with complete delivery of services and shall include all applicable fees, i.e., shipping, handling, packaging, postage, etc. Extra charges will not be allowed.
- Prices listed below shall not include State of Kentucky Sales Tax.

#### 11. COORDINATION OF SERVICES:

The Contractor shall plan and coordinate the delivery of services with the individual school principal or his/her designee. All meetings shall be approved by the school designee. All printed materials shall be approved by the KCSD Purchasing Department as well as each Building Principal. All discounted pricing available through this solicitation shall be highlighted in any printed materials.

#### 12. METHOD OF PAYMENT:

The Contractor shall be paid on the basis of invoices submitted directly to the student, a deposit of \$50 or one half of the total order, whichever is less, to be paid at the time that the order is placed. The remaining balance shall be paid in full at the time of delivery.

Board and/or School orders for diplomas, diploma covers, etc. will be paid with a Board or School Purchase Order and 1.12 Invoice and Payment Terms in the Terms and Conditions shall apply.

#### 13. ITEMS AVAILABLE FOR DELIVERY AT THE TIME OF ORDER:

The vendor shall have the ability to distribute basic memory books and the souvenir tassels at the time that the student places their order. All other items shall be received in one (1) shipment and distributed by the awarded representative and his/her staff.

#### 14. REQUESTED DIPLOMA CHANGES & FORMULATION OF SCHOOL CREST:

Prior to printing, it shall be the responsibility of the awarded Bidder to make requested changes to diplomas and develop a school crest for any new Kenton County School at no charge.

#### 15. REFUNDS AND RETURNS:

Refunds shall be issued on any order that is not personalized. Refunds shall be granted upon the merit of student(s) not meeting graduation requirements. Graduation sundries shall be exchanged for a different school if student transfers to a different school after the order is placed.

## 16. ORDER FORMS AND GRADUATION SUNDRIES ASSEMBLIES:

Bidder shall develop an order form for graduation sundries whereas a "basic package" is listed at the **TOP** of the bid form. This package shall include one (1) soft cap, (1) gown, (1) embroidered stole and two (2) tassels. It shall be the responsibility of the awarded representative to communicate the need of only the essential items listed in the fore mentioned package. To minimize the amount of time students are out of class, only one assembly shall be called during the school year for the distributing of graduation item ordering information. Additional packets shall be left at the school for students unable to attend.

#### 17. PRIME CONTRACTOR RESPONSIBILITIES:

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that they may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees to be fully responsible for the acts and omissions of their subcontractors and of persons employed by them as they are for the acts and omissions of their own employees.

#### 18. QUALIFICATIONS OF CONTRACTORS:

The KCSD may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s), and the Bidder shall furnish to The KCSD all such information and data for this purpose as may be requested. The KCSD further reserves the right to reject any proposal if the evidence

submitted by, or investigations of, such Bidder fails to satisfy The KCSD that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

#### 19. GRADUATION CEREMONY RESPONSIBILITIES:

It shall be the responsibility of the Contractor to be present at each school's graduation ceremony. The Contractor shall bring additional caps, gown, and tassels to accommodate any type of emergency. The Contractor shall also bring double sided tape to anchor the stoles.

#### 20. QUANTITIES:

The quantities specified in this bid are estimates only to be used for evaluative purposes. Orders shall be placed on an as needed basis only by the KCSD, the school(s), and/or the students.

#### 21. REPRESENTATIVE:

Each school shall be appointed a representative who shall be personally responsible and present at all related meetings/occasions. If it is not possible to be present, they shall contact the Building Principal and the Purchasing Agent 48 hours prior to meeting for approval to send a substitute.

#### 4.8. CLASS RINGS

#### 1. STONES:

Stones shall be available in either smooth or faceted surface. Simulated Birthstones shall be provided at no additional cost:

BIF	PREMIUM STONE		
January-Garnet	July-Ruby	Black Onyx	
February-Amethyst Spinel	August-Peridot	Mother of Pearl	
March-Aquamarine	September-Fire Blue Spinel		
April-White Spinel	October-Rose Zircon		
May-Shamrock Spinel	November-Yellow Topaz		
June-Alexandrite	December-Blue Zircon		

#### 2. METALS:

Bidder shall offer a yellow and white alternative to gold. Additional white alternatives may be offered. White alternatives may include one (1) fine jeweler's stainless steel.

#### 3. SELECTION:

- Bidder shall offer one (1) official series of rings to include activity/sport option.
- Bidder shall provide an array of design/insignia choices to reflect multiple disciplines, vocations, hobbies, sports, etc.

#### 4. OTHER CLASS RING CHOICES:

Bidder shall provide a list of all other class ring choices (other than those outlined on the bid form) along with prices for each metal choice.

#### 5. PRICING:

All ring base prices shall include three (3) initials, birthstone choice, stone options (excluding diamonds), two (2) side/activity panels, custom mascots and antique finish. All prices shall include solid filled backs. Plastic and other materials are not to be used.

#### 6. GUARANTEE:

The Bidder shall maintain a lifetime guarantee on the ring and stone that includes the following:

- The ring shall be re-sized for the lifetime of the ring at no charge.
- · All chipped or cracked stones shall be replaced at no charge for the ring.

- · Any student changing classes and/or schools shall have the year/date and school crest changed at no charge.
- All defects in workmanship shall be replaced/corrected at no charge within three (3) weeks of notification for the lifetime of the ring.
- · Cleaning and refinishing shall be performed at no charge for the lifetime of the ring.

\*Note: All Class Ring Orders shall be complete no later than December 20<sup>th</sup>, of each year or an alternative mutually agreed upon date by the Purchasing Department and the awarded company.

#### 4.9. CAPS, GOWNS, HOODS, AND STOLES

#### SOFT CAPS:

- Caps shall be styled in the traditional academic styling.
- Board shall be white polyethylene foam with a minimum size of 9" x 9" and ¼" thick.
- A cap button shall be provided on the top of the cap, covered with the same material as the cap.
- · Caps shall have a full cut crown.
- Caps sizes shall be elastic and adjustable to accommodate different size crowns.
- The Bidder shall provide a full-sized detachable tassel approximately fifteen (15) inches long of a contrasting or matching color attached to the cap by looping over cap button in center. The tassel shall consist of sixty-four (64) strands. Metallic date bands, symbolic in nature with the year of graduation shall be included.

#### 2. GOWNS:

- Gowns shall be manufactured from a 100% poly satin summer weave material.
- · Gowns shall have lightweight yoke for coolness and fit.
- · The front of the gown shall be fully pleated.
- Ample fullness in the body and sleeves shall be provided to allow for smooth draping appearance and sizing.
- Gowns shall be in at least twelve (12) sizes in increments of two (2) inch of back length. Sizes shall be from 5'0" to 6'10". A size to fit individuals of extraordinary build also must be made available.

#### 3. STOLES:

- Stoles shall be constructed of a satin material.
- Stoles shall be embroidered in the school's colors for the entire graduating class. The school's initials will be embroidered on one side of the stole and the class year date will be embroidered on the other side.
- Gold stoles will be provided for the Top 20 and any student with a 4.0 and higher GPA. Gold stoles will be
  embroidered with Cum Laude, Summa Cum Laude, Magna Cum Laude on each stole in addition to the previously
  stated embroidery. The gold stoles shall be provided in place of the standard stole for these students.

#### 4. FACULTY HOODS:

- Hoods shall be constructed of 100% poly satin summer weave material.
- Hood shall be patterned after traditional academic styling.
- · Hood lining colors and arrangement shall be indicative of school awarding the degree.

#### 5. FACULTY GOWNS:

Faculty gowns must meet the specified requirements listed above and be black in color. Up to ten (10) faculty gowns shall be provided, as needed, free of charge per year of the contract.

## 4.10. HONOR CORDS

- The length of the honor cords shall be a minimum of 50 inches without the tassel.
- The length of each tassel shall be a minimum of 4 inches.
- The cord shall be three (3) ply twisted together. The thickness of the cord shall be a minimum of ¼" in thickness.

#### 4.11. GRADUATION ANNOUNCEMENTS

The Bidder shall provide Graduation Announcements in accordance with the following minimum specifications:

a. White Vellum Paper is used for all three schools (Dixie Heights, Scott and Simon Kenton). Premium Sulphite, acid free, archival, basis weight is 30#, caliper is 6.4, felt is 250, brightness is 90 and opacity is 90. The Announcements

- may be two or three-fold. The Announcements tend to vary from year to year. A samples/sample book showing possible options based upon the pricing for the specification listed should accompany your proposal. Each school has the option to make selections based upon the specification listed or the sample options presented.
- b. Announcements shall have an engraved special seal in large size, including matching envelopes, tissue paper inside, and slits for name cards. The Bidder shall provide an instruction letter and provide a poster to advertise the date
- c. For text and etchings: Fine-line thermograph raised text print. Clear and sharp impressions
- d. **For seal or crest**: A genuine engraved seal or crest in gold engraving ink (Silver is also available) with additional background colors in foil or engraving process (as required).

#### The leaf colors matching universal PMS numbers are:

#### 1. SIMON KENTON HIGH SCHOOL:

- i. Pantone Reflex Blue leaf on design
- ii. Pantone Black 03 ink for etching
- iii. Pantone Reflex Blue ink for text
- iv. Zaph Chancery 14 pt. font for text
- v. Silver engraved crest with Pantone Reflex Blue background leaf

#### 2. SCOTT HIGH SCHOOL:

- i. Pantone 306 (blue) leaf on design
- ii. Silver engraved crest with Pantone 306 background leaf
- iii. Pantone Black 03 ink for text
- iv. Lucia 16 pt. font
- v. Raised panel on paper

#### 3. DIXIE HIEGHTS HIGH SCHOOL:

- i. Panton Red 485 leaf color
- ii. Silver engraved crest with Pantone 485 background leaf
- iii. Pantone Black 03 ink for fine line etching and text
- iv. Flemish 16 pt. font

#### 4.12. GRADUATION ACCESSORIES

The Bidder shall provide the following graduation accessories:

- Basic Name Cards
- Basic Padded memory book shall be laminated.
- Thank You Notes
- Envelope Seals
- Class Key
- Class Key with Chain

#### 4.13. DIPLOMAS

All diplomas shall have the following minimum specifications:

- A representative from the successful company shall meet individually with a representative at each school to confirm information, color, amounts, school crests, etc.
- Service shall be prompt and dependable.
- Shipments shall be made directly to the school listed on the purchase order.
- Each school will require two (2) styles of diplomas: a traditional diploma and an alternative diploma.
- White envelopes shall be provided for each diploma.
- A plastic protector and tissue insert shall be provided for each diploma.
- Transportation costs shall be included in the cost of the bid.

- Any and all new dye fees, printer's fees, etc., shall be included in the cost of the bid. In the event changes need to be
  made to diplomas during the contract period prior to the print, i.e., crest changes, name changes/signatures for new
  Principals, new Board Members, etc., any and all other changes there shall be no additional fees added or charged.
- Four (4) extra covers and inserts shall be provided to each school in addition to the total ordered for possible additional students with a stipulation of a required credit if not used.
- The price per each listed on the bid form shall include cover, insert, plastic protector, tissue, ribbon on corners of
  covers, white envelope, crest of the school, dye fees, printer's fees, transportation costs, any and all of the
  specifications.
- A sample shall be provided with the bid.

#### 4.14. DIPLOMAS-INDIVIDUAL SCHOOL SCPECIFICATIONS

#### 1. DIXIE HEIGHTS HIGH SCHOOL

3010 Dixie Highway Crestview Hills, KY 41017 (859)341-7650

Contact: Teresa Catchen

Quantity: Diplomas & Covers 400

#### I. COVER:

- Covers shall be a side fold, 6" x 8" with a double line embossed on the outside of front cover.
- · Covers shall be padded.
- Picture of school shall be etched inside of the cover on the left side.
- Color of the cover shall be red.
- Ribbons shall be provided as corner pockets of the cover. Ribbon shall be 1" wide. Color of the ribbon shall be
- · Color of the school name on the front of the cover shall be in silver.
- Covers shall be pebbled surface.

## II. DIPLOMA:

- Diploma shall have a red/silver crest in top center. The school shall provide details of the crest.
- The grade of paper for the diploma shall be 24 lb. Parchment, 100% cotton and rag content, and the paper shall be acid free.
- The Principal's, Superintendent's and Chairperson of the Board of Education's signatures shall be preprinted on the diplomas. There shall be NO lines under the signatures. Titles shall be under preprinted signatures.
- Date on diploma shall have month and year.
- Diploma shall have stamp of The Kenton County School District seal to match the school's crest at lower left corner.
- Diploma shall have open space on the lower right corner for any other award the school deems necessary.
- Diploma shall have the name of the school printed in BOLD print.
- Diploma shall have the name of the student printed in BOLD print.

#### 2. SCOTT HIGH SCHOOL

5400 Pride Parkway Taylor Mill, KY 41015 (859)356-3146

Contact: Wendy Smith

Quantity: Diplomas & Covers 300

#### I. COVER:

- Covers shall be a side fold, 6" x 8" with a double line embossed on the outside of front cover.
- · Covers shall be padded.
- · Picture of school shall be etched inside of the cover on the left side.
- · Color of the cover shall be gray.

- Ribbons shall be provided as corner pockets of the cover. Ribbon shall be 1" wide. Color of the ribbon shall be blue.
- Color of the school name on the front of the cover shall be in silver.
- Covers shall have a smooth surface.

#### II. DIPLOMA:

- · Diploma shall have a blue/silver crest in top center. The school shall provide details of the crest.
- The grade of paper for the diploma shall be 24 lb. Parchment, 100% cotton and rag content, and the paper shall be acid free.
- The Principal's, Superintendent's and Chairperson of the Board of Education's signatures shall be preprinted on the diplomas. There shall be NO lines under the signatures. Titles shall be under preprinted signatures.
- · Date on diploma shall have month and year.
- Diploma shall have stamp of The Kenton County School District seal to match the school's crest at lower left corner.
- Diploma shall have open space on the lower right corner for any other award the school deems necessary.
- Diploma shall have the name of the school printed in BOLD print.
- Diploma shall have the name of the student printed in BOLD print.
- Provide gold self-sticking seals for diplomas for (1) Summa Cum Laude, (2) Magna Cum Laude and (3) Cum Laude.

#### 3. SIMON KENTON HIGH SCHOOL

11132 Madison Pike Independence, KY 41051 (859)960-0100

Contact: Margaret Benner Quantity: Diplomas & Covers 450

#### I. COVER:

- Covers shall be a side fold, 6" x 8" with a double line embossed on the outside of front cover.
- Covers shall be padded.
- Picture of school shall be etched inside of the cover with blue ink on the left side.
- · Color of the cover shall be white.
- Ribbons shall be provided as corner pockets of the cover. Ribbon shall be 1" wide. Color of the ribbon shall be blue.
- Color of the school name on the front of the cover shall be in gold.
- Covers shall have a smooth surface.

#### II. DIPLOMA

- Diploma shall have a blue/gold crest in top center. The school shall provide details of the crest.
- The grade of paper for the diploma shall be 24 lb. Parchment, 100% cotton and rag content, and the paper shall be acid free.
- The Principal's, Superintendent's and Chairperson of the Board of Education's signatures shall be preprinted on the diplomas. There shall be NO lines under the signatures. Titles shall be under preprinted signatures.
- Date on diploma shall have month and year.
- Diploma shall have stamp of The Kenton County School District seal to match the school's crest at lower left corner.
- Diploma shall have open space on the lower right corner for any other award the school deems necessary.
- Diploma shall have the name of the school printed in BOLD print.
- Diploma shall have the name of the student printed in BOLD print.

#### 4. KENTON COUNTY SCHOOL DISTRICT

1055 Eaton Drive Fort Wright, KY 41017 (859)957-2614

Contact: Misty Jones

Quantity: Diplomas & Covers 100

#### I. COVER:

- Covers shall be a side fold, 6" x 8" with a double line embossed on the outside of front cover.
- Covers shall be padded.
- Picture of district logo (5 color) shall be etched inside of the cover.
- · Color of the cover shall be maroon.
- Color of the 4-corner ribbon shall be maroon.
- Color of the district name on the front of the cover shall be in gold.
- · Covers shall have a smooth surface.

#### II. DIPLOMA:

- Diploma shall be black and white with the district logo (5 color) in top center. The district shall provide details of this logo.
- The grade of paper for the diploma shall be 24 lb. Parchment, 100% cotton and rag content, and the paper shall be acid free.
- There will be lines for the Superintendent's and Chairperson of the Board of Education's signatures. There shall be NO lines under the signatures. Titles shall be printed under these lines at the bottom of the diploma.
- Diploma shall have the name of the district printed in BOLD print.
- There shall be a space for the student name to be printed on the diploma.

#### 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		
Additionized Signature			
Print Name			
T. (1			

## 6. BID FORM

ALL blanks are to be completed on the below table.

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.

The quantities listed herein are an estimate and are therefore not to be interpreted as a guaranteed quantity for purchase.

## **CLASS RINGS:**

RING NAME	DESCRIPTION	EST. PENNYWEIGHT	STONE SIZE	EST. QTY.	UNIT PRICE	EXTENDED PRICE
Jostens Tribute	e (A11) or equal Male Ring	121				
	White or Yellow 10K Gold	Dwt.	mm.	1		
	White or Yellow 14K Gold	Dwt.	mm.	1		
	White Alloy	Dwt.	mm.	8		
	Silver Elite with Platinum	Dwt.	mm.	1		
Jostens Royal (	A12) or equal Female Ring					
	White or Yellow 10K Gold	Dwt.	mm.	1		
	White or Yellow 14K Gold	Dwt.	mm.	1		
	White Alloy	Dwt.	mm.	3		
	Silver Elite with Platinum	Dwt.	mm.	1		
Jostens Magnu	m (A13) or equal Male Ring	,			N	
	White or Yellow 10K Gold	Dwt.	mm.	1		
	White or Yellow 14K Gold	Dwt.	mm.	1		
	White Alloy	Dwt.	mm.	2		
	Silver Elite with Platinum	Dwt.	mm.	3		
Jostens Delicat	e (A14) or equal Female Ring					
	White or Yellow 10K Gold	Dwt.	mm.	1		
	White or Yellow 14K Gold	Dwt.	mm.	1		
	White Alloy	Dwt.	mm.	2		
	Silver Elite with Platinum	Dwt.	mm.	1		

RING NAME	DESCRIPTION	EST. PENNYWEIGHT	STONE SIZE	EST. QTY.	UNIT	EXTENDED PRICE
	rate (A16) or equal Female Ring		V	ζ		
	White or Yellow 10K Gold	Dwt.	mm.	1		
	White or Yellow 14K Gold	Dwt.	mm.	1		
	White Alloy	Dwt.	mm.	4		
	Silver Elite with Platinum	Dwt.	mm.	1		
Jostens Class	ic Band (B21) or equal Male Ring					
	White or Yellow 10K Gold	Dwt.	mm.	1		
	Shadowcast or Forged Iron	Dwt.	mm.	11		
	White Alloy	Dwt.	mm.	4		
	Silver Elite with Platinum	Dwt.	mm.	1		
Jostens Class	ic Thin Band(B22) or equal Femal	e Ring				
	White or Yellow 10K Gold	Dwt.	mm.	1		
	Shadowcast or Forged Iron	Dwt.	mm.	5		
	White Alloy	Dwt.	mm.	2		
	Silver Elite with Platinum	Dwt.	mm.	1		
Jostens Basic	(P11) or equal Male Ring					
	White or Yellow 10K Gold	Dwt.	mm.	1		
	White or Yellow 14K Gold	Dwt.	mm.	1		
	White Alloy	Dwt.	mm.	1		
	Silver Elite with Platinum	Dwt.	mm.	1		
Jostens Basic	(P12) or equal Female Ring					
	White or Yellow 10K Gold	Dwt.	mm.	1		
	White or Yellow 14K Gold	Dwt.	mm.	1		
	White Alloy	Dwt.	mm.	1		
	Silver Elite with Platinum	Dwt.	mm.	1		

Ring/jewelry sales for SY 2022 were 119 rings/jewelry with total sales of \$43,741.00 and for SY 2023 were 88	
rings/jewelry with sales of \$34,840.00. All figures shown are estimates only, and the Board will not guarantee any sale	es.

Lead Time after receipt of order:	davs / weeks (Circle One)
Lead Tille diter receibt bi bider.	days / weeks teller one.

## **GRADUATION SUNDRIES:**

The estimated quantity of 1200 is the combined total of graduating seniors for the 2022-2023 school year excluding Basic Diploma Recipients from The Kenton County School District.

	CAPS, GOWNS, STOLES, & CORDS				
ITEM#	DESCRIPTION EST. QTY. UNIT P		UNIT PRICE	EXTENDED PRICE	
	Basic Package: Cap, Gown, Embroidered Stole & (2) Tassels	1200			
	Cords	1200			
	Cap & (2) Tassels	1			
	Gown	1			
	Embroidered Stole	1			

Note: In some cases, special cords may be purchased by students from third party sources.

	FACULTY GOWNS & HOODS (check either "Loan"	or "Donate" free of ch	arge)		
ITEM#	DESCRIPTION	EST. QTY.	LOAN	DONATE	
	Black Faculty Gowns	30 (10 per school)			
	Colored Hoods to indicate degree and school	30 (10 per school)			

DIPLOMAS & HONORS STICKERS					
EST. QTY	SCHOOL	UOM	UNIT PRICE	EXTENDED PRICE	
400	Dixie Heights High School	Each			
300	Scott High School	Each			
450	Simon Kenton High School	Each			
100	The Kenton County School District	Each			
640	Summa, Magna, & Cum Laude Stickers	Each		1	

COVERS				
EST. QTY	SCHOOL	UOM	UNIT PRICE	EXTENDED PRICE
400	Dixie Heights High School	Each		
300	Scott High School	Each		
450	Simon Kenton High School	Each		
100	The Kenton County School District	Each		

ITEM#	DESCRIPTION	EST. QTY.	PACKAGE QTY.	UNIT PRIC
	Scott High School - Two-Fold Announcements w/ Envelopes	104	25	
	Simon Kenton and Dixie Heights High School - Three-Fold Announcements w/ Envelopes	255	25	
	Name Cards, Standard	3	50	
	Name Cards, Foil	272	50	
	Padded Memory Book	5	Each	
	Thank you Notes, Standard	68	25	
	Envelope Seals	218	50	
	Class Key	7	Each	
	Year/Date Key Ring	317	Each	

Proposed late fee & date for Basic Cap & Gown Package: \$	Date	_
Graduation Sundries Sales for SY 2022 were \$168,737.63 and for SY 202 estimates only, and the Board will not guarantee any sales.	3 were \$188,705.20. All figures sho	own are
CERTIFICATION OF RESPONDENT		
I, the undersigned, submit this bid/proposal in accordance with the specifications certifies that I am authorized to submit this bid/proposal, sign as a representative in this solicitation.		•
Signature of Authorized Agent	Date	_
Printed Name and Title		- (
Name of Company		_

Lead time after receipt of order: \_\_\_\_\_\_ days / weeks (Circle One)

# 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				
ribed and sworn to before m	e by(Affiant)			(Title)
(Company Name)		the	day of	,20_
otary Public				
eal of notary]			My commissio	

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, <u>fully</u> completed per instructions in order to qualify the bid. Failure to do so will disqualify your bid.

1.	 Cover Sheet	Page 1
2.	 Conflict of Interest	Page 2
3.	 Exceptions	Page 21
4.	 Bid Form	Pages 22-25
5.	 Quality of Service Write-Up	(See page 12, section 4.6 for requirements)
6.	 References	(See page 12, section 4.6 for requirements)
7.	 Kentucky Resident Bidder (if applicable)	Page 26
8.	 Proof of Required Insurance	(See page 3, section 1.6 for requirements)
9.	 Requested Product Samples	(See page 11-12, section 4.5 for requirements
11.	 Order Form Sample	(See page 11-12, section 4.5 for requirements
12.	 Catalog/Materials Packet Sample	(See page 11-12, section 4.5 for requirements,
13.	 Proposed End of Year Statement Sample	(See page 11-12, section 4.5 for requirements,



## **REQUEST FOR PROPOSAL**

BID/RFP No .: 27-CRGS-23 **DATE ISSUED:** 07/06/2023 **QUESTION(S) DEADLINE:** 07/11/2023 **BID CLOSING DATE:** 07/19/2023 Class Rings and Graduation Sundries RFP TITLE: CONTRACT ADMINISTRATOR NAME: Cinda Roberts, Purchasing Agent **EMAIL CONTACT:** cinda.roberts@kenton.kyschools.us **METHOD OF AWARD: Best Evaluated Proposal** 

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. <u>Please read all instructions and specifications carefully</u>. Failure to comply with these instructions shall disqualify your bid.

## BIDS MUST BE RECEIVED NO LATER THAN: July 19, 2023, by 2:00 PM EST.

## **Delivery of Bid:**

- 1. Bids can be mailed or delivered in a sealed envelope marked: "BID No. 27-CRGS-23 RESPONSE" or;
- 2. Emailed with "BID No. 27-CRGS-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 19, 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. The period of the contract will be from August 8, 2023, through July 31, 2024.
- 2. If agreed upon by both parties in May of each year, the contract may be extended annually for up to three (3) additional annual renewals.
- 3. Prices may be negotiated but may not exceed the percentage change of the Consumer Price Index annualized, as published by the Bureau of Labor Statistics.

#### **VENDOR INFORMATION:**

Name of Company: Jostens, Inc.	Phone: 513-772-6204	
Address: 7760 France Ave. S., Suite 400	City: State: Zip: Minneapolis, MN 55435	
Contact Name: Mike Beerman	E-mail Address: mike.beerman@jostens.com	
Signature: Make Burene	Date: 7/18/2023	

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

- 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**

- 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 0	Conflict of Interest and Penalties statement.
Authorized Signature Milu Burns	Date_ 7/18/2023
Print Name Mike Beerman	Title Jostens Sales Representative

5.		PT	

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.					
( <u>X</u> ) 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.	Bid Specifications and Special Conditions	4.9 - Stoles	16
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 Milu Burna	Date7/18/2023
Print Name_Mike Beerman	_
Title Jestone Color Penrecentative	



## **EXCEPTIONS**

Solicitation Section – Bid Specifications and Special Conditions Reference – 4.9 Stoles Page – 16

The stoles currently used in the district vary by school and do not exactly match the specifications set forth in this bid on page 16. We will continue to provide customized stoles that match the specifications of each school.

## 6. BID FORM

ALL blanks are to be completed on the below table.

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.

The quantities listed herein are an estimate and are therefore not to be interpreted as a guaranteed quantity for purchase.

## **CLASS RINGS:**

RING NAME	DESCRIPTION	EST. PENNYWEIGHT	STONE SIZE	EST. QTY.	PRICE	EXTENDED PRICE
Jostens Tribute	(A11) or equal Male Ring					
	White or Yellow 10K Gold	10.60 Dwt.	mm.	1	\$958.23	\$958.23
	White or Yellow 14K Gold	10.60 Dwt.	mm.	1	\$1,310.69	\$1,310.69
	White Alloy	Dwt.	mm.	8	\$245.47	\$1,963.76
	Silver Elite with Platinum	Dwt.	mm.	1	\$402.89	\$402.89
Jostens Royal (	A12) or equal Female Ring		•			
	White or Yellow 10K Gold	4.40 Dwt.	mm.	1	\$762.14	\$762.14
	White or Yellow 14K Gold	4.40 Dwt.	mm.	1	\$944.77	\$944.77
	White Alloy	Dwt.	mm.	3	\$245.47	\$736.41
	Silver Elite with Platinum	Dwt.	mm.	1	\$391.42	\$391.42
Jostens Magnu	m (A13) or equal Male Ring		•			
	White or Yellow 10K Gold	10.60 Dwt.	mm.	1	\$958.23	\$958.23
	White or Yellow 14K Gold	10.60 Dwt.	mm.	1	\$1,310.69	\$1,310.69
	White Alloy	Dwt.	mm.	2	\$245.47	\$490.94
	Silver Elite with Platinum	Dwt.	mm.	3	\$402.89	\$1,208.67
Jostens Delicate	(A14) or equal Female Ring		-			
	White or Yellow 10K Gold	4.40 Dwt.	mm.	1	\$762.03	\$762.03
	White or Yellow 14K Gold	4.40 Dwt.	mm.	1	\$950.07	\$950.07
	White Alloy	Dwt.	mm.	2	\$245.47	\$490.94
	Silver Elite with Platinum	Dwt.	mm.	1	\$391.42	\$391.42

RING NAME	DESCRIPTION	EST. PENNYWEIGHT	STONE SIZE	EST. QTY.	UNIT	EXTENDED PRICE
Jostens Delic	ate (A16) or equal Female Ring					
	White or Yellow 10K Gold	3.20 Dwt.	mm.	1	\$743.79	\$743.79
	White or Yellow 14K Gold	Dwt.	mm.	1	\$898.92	\$898.92
	White Alloy	Dwt.	mm.	4	\$245.47	\$981.88
	Silver Elite with Platinum	Dwt.	mm.	1	\$385.70	\$385.70
Jostens Class	ic Band (B21) or equal Male Ring		'			
	White or Yellow 10K Gold	3.90 Dwt.	mm.	1	\$1,132.38	\$1,132.38
	Shadowcast or Forged Iron	Dwt.	mm.	11	\$510.26	\$5,612.86
	White Alloy	Dwt.	mm.	4	\$271.46	\$1,085.84
	Silver Elite with Platinum	Dwt.	mm.	1	\$440.30	\$440.30
Jostens Classi	ic Thin Band(B22) or equal Femal	e Ring	•			
	White or Yellow 10K Gold	3.90 Dwt.	mm.	1	\$1,004.06	\$1,004.06
	Shadowcast or Forged Iron	Dwt.	mm.	5	\$510.26	\$2,551.30
	White Alloy	Dwt.	mm.	2	\$271.46	\$542.92
	Silver Elite with Platinum	Dwt.	mm.	1	\$429.08	\$429.08
Jostens Basic	(P11) or equal Male Ring		·			
	White or Yellow 10K Gold	8.03 Dwt.	mm.	1	\$870.00	\$870.00
	White or Yellow 14K Gold	Dwt.	mm.	1	N/A	N/A
	White Alloy	Đwt.	mm.	1	\$159.00	\$159.00
	Silver Elite with Platinum	Dwt.	mm.	1	\$390.00	\$390.00
Jostens Basic	(P12) or equal Female Ring					
	White or Yellow 10K Gold	3.60 Dwt.	mm.	1	\$770.00	\$770.00
	White or Yellow 14K Gold	Dwt.	mm.	1	N/A	N/A
	White Alloy	Dwt.	mm.	1	\$159.00	\$159.00
	Silver Elite with Platinum	Dwt.	mm.	1	\$370.00	\$370.00

Ring/jewelry sales for SY 2022 were 119 rings/jewelry with total sales of \$43,741.00 and for SY 2023 were 88 rings/jewelry with sales of \$34,840.00. All figures shown are estimates only, and the Board will not guarantee any sales.

Lead Time after receipt of order: 6 Weeks ARO days / weeks (Circle One)

## **GRADUATION SUNDRIES:**

The estimated quantity of 1200 is the combined total of graduating seniors for the 2022-2023 school year excluding Basic Diploma Recipients from The Kenton County School District.

CAPS, GOWNS, STOLES, & CORDS						
ITEM#	DESCRIPTION	EST. QTY.	UNIT PRICE	EXTENDED PRICE		
1	Basic Package: Cap, Gown, Embroidered Stole & (2) Tassels	1200	\$33.00	\$39,600.00		
2	Cords	1200	\$3.95	\$4,740.00		
3	Cap & (2) Tassels	1	\$12.70	\$12.70		
4	Gown	1	\$12.60	\$12.60		
5	Embroidered Stole	1	\$11.15	\$11.15		

Note: In some cases, special cords may be purchased by students from third party sources.

	FACULTY GOWNS & HOODS (check either "Loan"	or "Donate" free of ch	arge)	
ITEM#	DESCRIPTION	EST. QTY.	LOAN	DONATE
6	Black Faculty Gowns	30 (10 per school)		X
7	Colored Hoods to indicate degree and school	30 (10 per school)		X

DIPLOMAS & HONORS STICKERS						
EST. QTY	SCHOOL	UOM	UNIT PRICE	EXTENDED PRICE		
400	Dixie Heights High School	Each	\$1.88	\$752.00		
300	Scott High School	Each	\$1.88	\$564.00		
450	Simon Kenton High School	Each	\$1.88	\$846.00		
100	The Kenton County School District	Each	\$1.88	\$188.00		
640	Summa, Magna, & Cum Laude Stickers	Each	\$1.00	\$640.00		

COVERS						
EST. QTY	SCHOOL	UOM	UNIT PRICE	EXTENDED PRICE		
400	Dixie Heights High School	Each	\$3.55	\$1,420.00		
300	Scott High School	Each	\$3.55	\$1,065.00		
450	Simon Kenton High School	Each	\$3.55	\$1,597.50		
100	The Kenton County School District	Each	\$3.55	\$355.00		

GRADUATION ANNOUNCEMENTS & ACCESSORIES						
ITEM#	DESCRIPTION	EST. QTY.	PACKAGE QTY.	UNIT PRICE		
8	Scott High School - Two-Fold Announcements w/ Envelopes	104	25	\$0.90 ea \$22.50 pkg of 25		
9	Simon Kenton and Dixie Heights High School - Three-Fold Announcements w/ Envelopes	255	25	\$0.90 ea \$22.50 pkg of 25		
10	Name Cards, Standard	3	50	\$10.95 pkg of 50		
11	Name Cards, Foil	272	50	\$17.95 pkg of 50		
12	Padded Memory Book	5	Each	\$18.95		
13	Thank you Notes, Standard	68	25	\$6.95 pkg 25		
14	Envelope Seals	218	50	\$9.95 set of 50		
15	Class Key	7	Each	\$19.95		
16	Year/Date Key Ring	317	Each	\$6.95		

Lead time after receipt of order:  Jostens will work with school administrators to determine a delivery date after orders are collected.	_ days / weeks (Circle One)	
Proposed late fee & date for Basic Cap & Gown Package:	\$15.00	Date for orders placed after 2/3/24
Graduation Sundries Sales for SY 2022 were \$168,737.63 estimates only, and the Board will not guarantee any sale		8,705.20. All figures shown are
CERTIFICATION OF RESPONDENT		
I, the undersigned, submit this bid/proposal in accordance with t certifies that I am authorized to submit this bid/proposal, sign as in this solicitation.		
Signature of Authorized Agent		Date_7/18/2023
Printed Name and Title Mike Beerman, Jostens Sales Re	epresentative	
Name of Company <u>Jostens, Inc.</u>		



Dear Ms. Roberts,

On behalf of Jostens, it is my pleasure to respond to RFP #27-CRGS-23 Class Rings and Graduation Sundries. It is my goal to remain your strategic partner for these products and services. We at Jostens look forward to continuing to exceed your expectations.

As your dedicated sales representative, it is my honor to be the person authorized to commit Jostens to an agreement per the terms of your request for proposal.

My contact information is as follows:

Mike Beerman, Scholastic Sales Representative Jostens, Inc. 8216 Princeton Glendale Road 106 West Chester, OH 45069 Phone: 513-772-6204

Email: mike.beerman@jostens.com

This proposal from Jostens, Inc. is valid for 90 and meets the specifications set forth in your request for proposal.

I am grateful for the opportunity to continue as your strategic partner in providing best-in-class products and services.

Please feel free to contact me if I can provide additional support to you during this process.

Sincerely,

Mike Beerman

Jostens Sales Representative



## SCOPE OF SERVICES

To provide clarity and brevity we will break the quality-of-service proposal into three segments: Ring Program, Graduation Program and JOSTENS Added Value Program. We will not cover items of service that the bid specifies must be performed. By submitting our bid, we are acknowledging that we will follow bid specification whether in the service or in the price category.

## I. Ring Program

**Objective:** The objectives of our ring program are to increase student involvement, create excitement, instill school pride, and recognize achievement.

## **Program Services**

- Aside from standard ordering procedure there are other programs that may be implemented with the school's approval.
- Form a class ring committee that assist our JOSTENS sales team in designing a class specific ring. The committee assists in the class ring process from beginning to end. They may wear samples during order week. We will meet with them to plan a ring delivery event. The event may be as simple as a breakfast or as elaborate as a ring dinner dance. The idea is to bring the class together to receive their rings together.
- NEW Service....we will send a digital letter to each principal to be shared by the administration to help us by informing parents and students of ordering event dates and times as well as delivery event dates and times.
- NEW Service... assuming parent phone numbers and parent emails can be provided we
  will communicate digital message home to parents notifying them of important
  upcoming meeting dates, ordering dates, and delivery dates with the technology
  resources we have available to help reach and communicate with students and parents
  in an ever-changing digital world for all consumers.

## **Timeline**

- Rings will be delivered 6-8 weeks after the order has been placed
- Seniors that pay in full for their class ring at the time of ordering can take advantage of our "SENIOR QUICK TURN" program that will ship the ring to the senior's home address 3 to 4 weeks from the date the order is placed.

## **On-Line Capabilities**

- Students may visit our website to design and order their rings on-line, review selections, ask questions, or print out order-forms and bring to school on order day.
- We will send a customized a link to each principal for review that can then be sent from
  the principal either to a student's email address or a parent's email address. The main
  purpose is to serve as a communication tool to connect with students and parents in our
  everchanging world. IMPORTANT: We can provide this service for rings and graduation
  products, and we can also assist you in communicating an important message to students
  and parents that may help the schools meet criteria set by No Child Left Behind or State
  Mandate.



#### **Account Maintenance**

In reviewing our school servicing history over the past 5 years, it is safe to say we have been in all 3 KENTON COUNTY HIGH SCHOOLS and IGNITE INSTITUTE easily over 150 times for the following: meeting with class officers and advisors, class meetings, order days, add-order days, parent nights, delivery dates, ring service days, attending graduation practice at 2 schools (SCOTT HS & SIMON KENTON HS), and we attended all 3 schools graduation ceremonies every year. The 150 visits do not include numerous times we stopped by for various other servicing needs at each school.

## **Account Manager**

• Mike Beerman will be the account manager. Mike has been with JOSTENS for 25 years and has serviced all 3 Kenton County high schools in year's past. Mike graduated from Witttenberg University. Servicing reps, Jennifer Meiring, Karen Mauchemer, and Kelly Beerman will assist Mike Beerman with day to day servicing issues that may arise should Mike not be available to handle the service himself. Our local office is open Monday-Friday from 9am-4pm. Saturday Office Hours 9am-1pm October-December and March-May.

#### **Late Delivery Procedures**

• There should be no late delivery provided a student order on one of the scheduled ring ordering dates. If a student orders after the original ring ordering event, we will deliver the ring as soon as final payment is received.

## Online Payment for Ring and Graduation Orders

This new feature is a tremendous advance, and it provides a better consumer experience for both students and parents. About 1 week after taking Ring and Graduation orders, we will have all the orders scanned, edited, and uploaded. Once this process is complete, we can print an order summary to mail back to the students and parents re-acknowledging their ring and/or graduation order. All students receive receipts when their orders are placed on order day. This service allows the consumer to review the summary for any errors. In addition, each student order is provided with a USER ID & P ASSCODE allowing students/parents to make payments of any amount at any time to pay for their order before delivery day.

- Orders can be placed online for both ring and graduation orders using J-PA Y as a payment option. Payments are made "interest free" over a 3- or 4-month period
- Deposit only can also be made online for both ring and graduation orders

#### **Appointment Availability**

· Usually scheduled with school contact.



## II. Senior Graduation Program

**Objective:** Jostens strives to provide excitement regarding graduation. We also strive to keep prices affordable on core products that the student must purchase. We work towards a timely and mistake-free delivery.

## **Program Services**

- We will meet with the administration and students to discuss announcement design and cap and gown colorization.
- We will have a class meeting to provide ordering instructions.
- We will provide school with list of students who have not ordered their Cap & Gown.
- We will "drop ship" all apparel and accessories noted with an asterisk (\*) on the graduation order form. A \$75.00 deposit is required at the time of the order for those items to ship to the consumer.
   We have found this makes for a better consumer experience for schools, students, and parents.
- We will set up our full display of ring and graduation materials on "INSCHOOL" Order Events to help bring a better consumer experience for both students and parents Invoices are emailed directly to the customer approximately 1 week after order is placed, and the local Jostens office will handle all invoicing. School handles no list, collects no monies, etc. We try and make this a great consumer experience for everyone.

#### **On-Line Service**

- Students may order graduation products online at www.jostens.com after we close the order. Date will be agreed upon between Purchasing Agent Cinda Roberts and Jostens Representative Mike Beerman.
- Delivery will be made directly to a student's home when a graduation order is placed on-line.

#### III. Diplomas

We will hold firm the diploma pricing through all potential contract extensions, not to exceed the 2026-2027 school year. We will not charge for changes to signatures.

#### IV. Added Value Proposal

Please refer to our website at www. jostens.com and go to the "SCHOOL CULTURE" tab. Scroll down to Educator Services and see a full overview of programs and services available to help support the Kenton County Schools.