

DATE:

8/27/2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve the submission of a credit application to Midwest Transit Equipment Co. for purchase of bus parts.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

In order to purchase materials under the parameters of the District purchasing policies a credit application is requested by the associated vendors. The credit application provides vendors with the necessary information to establish purchasing accounts for the District.

FISCAL/BUDGETARY IMPACT:

Varies depending on the amount purchased from the vendor.

RECOMMENDATION:

Approval to submit of a credit application to Midwest Transit Equipment Co. for the purchase of bus parts.

CONTACT PERSON:

Brian E. Vanover

Principal/Administrator



District Administrator



Superintendent

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

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



**Midwest Transit Equipment, Inc.
Credit Application**

CUSTOMER INFORMATION

Company Name Kenton County School District Phone # (859) 344-8888
 Accounts Payable Contact Name Katie Smith
 Accounts Payable Email katherine.smith@kenton.kyschools.us
 Billing Address 1055 Eaton Drive
 City Fort Wright State KY Zip Code 41017

DELIVERY ADDRESS (IF DIFFERENT FROM ABOVE)

Attn: _____
 Address _____
 City _____ Zip Code _____

REFERENCE INFORMATION

Name of Principals and/or officers

Name	Title	Email
<u>Mr. Matt Rigg</u>	<u>Chief Operations Officer</u>	<u>Matthew.rigg@kenton.kyschools.us</u>
<u>Mr. Brian E. Vanover</u>	<u>Assistant Superintendent</u>	<u>brian.vanover@kenton.kyschools.us</u>
<u>Mr. Jim Hale</u>	<u>Director of Transportation</u>	<u>jim.hale@kenton.kyschools.us</u>

Date company opened _____ If Corporation, what State _____ DNB _____
 Anticipated monthly purchases \$ TBD Will purchase orders be used Yes BBB _____
 Have you purchased a bus from us? No Date of purchase _____ Fleet Size 130 Buses

Bank References

Name	Address	Phone #	Account#
<u>See Attached</u>			

Trade References

Name	Address	Phone #	Email
<u>See Attached</u>			

TERMS AND CONDITIONS

Resale Information and/or tax exempt information must be attached before credit will be extended.

The credit of the Applicant(s) and/or Company, (referred to herein as "Applicant(s)") will be considered in the evaluation of this application and any updates and additional extension of credit. Applicant(s) authorize(s) Midwest Transit Equipment, (referred to herein as "Creditor"), to inquire into and obtain from any bank, lending institution, credit reference, or consumer or commercial credit reporting agency, information relating to the creditworthiness or financial condition of the Applicant(s).

In addition, Applicant(s) consent(s) to Creditor, ~~obtaining a consumer credit report on any person signing this application regardless of the capacity in which they are signing.~~ Applicant(s) seeking a credit account must furnish applicable information as requested by the Creditor. Creditor reserves the right in its absolute discretion to grant, refuse or discontinue any extensions of credit, reduce or suspend any credit limit at any time, or terminate an existing account at any time based upon breach of this agreement; credit unworthiness of the Applicant(s); or for any other reason not prohibited by State or Federal law.

Creditor also reserves the right to cancel any order, require payment in advance, or require the Applicant(s) to provide adequate assurance of performance, without any liability by the Creditor, in the event of the Applicant(s) insolvency, filing of a petition in bankruptcy, the appointment of a receiver or trustee for Applicant(s), or the execution by Applicant(s) of an assignment for the benefit of creditors.

If credit is extended, the Applicant(s) promise(s) to pay according to Creditor's payment terms as follows: Monthly accounts are due in full ~~by the 30th day of the month~~ ^{within 45 days} following the statement date. Also, the Applicants(s) agree to pay their monthly statement by check, money order, or EFT. Monthly statements that are paid by credit card will incur a 3% transaction fee, of the total balance paid.

Applicant(s) shall assume complete responsibility for the use of any account(s) established, and agrees to promptly review billing statements and notify Creditor of any errors or unauthorized purchase(s). Subject to applicable laws, such notification must be received no later than 60 days from the statement date on which the transaction(s) first appeared; otherwise the statement(s) will be presumed to be correct and all purchases contained therein will be presumed to be authorized and payable under the terms of this agreement.

Accounts not paid within terms may be placed on a cash only basis, and assessed interest at the rate of 18% per annum, or the maximum rate allowed by law, whichever is less. ~~If an account is placed with an attorney for collection, Applicant(s) shall pay all attorney's fees associated with collection of the account plus all additional collection costs whether litigation is initiated or not.~~

If a cash account is established, this will be paid at the point of sale by cash, check, or credit card. No credit card fee will be collected at the point of sale.

The Applicant(s) agree(s) that this Credit Application and any subsequent Agreement shall be governed by the laws of the ~~State of Illinois~~ ^{Kentucky} without regard to principles of conflicts of law and that any and all actions or proceedings arising from this Credit Application. THE APPLICANT(S) WAIVE(S) TRIAL BY JURY. ACCOUNTS ARE FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL USE. Purchases made hereunder shall not be subject to Federal, State or Local laws or statutes governing consumer credit purchases that are for personal, family, or household use. The undersigned certifies that all information provided is true and correct, Applicant(s) is/are a valid business entity, and further warrants that he/she is authorized to execute this application on behalf of Applicant(s).

SIGNATURE (Owner or Officer only)

Authorization:	Title	Signature	Date
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Please return this application to: ar@midwesttransit.com

800-933-2412 x-1394

B470

Exemption Number

Kenton County Board of Education

Name of Exempt Institution

Important—Certificate not valid unless completed.

PURCHASE EXEMPTION CERTIFICATE

Check Applicable Block

Blanket

Single Purchase

I hereby certify that Kenton County Board of Ed. is a Kentucky resident, nonprofit educational, charitable or religious institution, or Kentucky historical site, located at Ft. Wright, KY, Kentucky and that the tangible personal property, digital property, or services to be purchased from _____

Name of Exempt Institution

Name of Vendor

Address

will be used solely within the exempt function of a charitable, educational or religious institution, or historical site.

Description of property to be purchased: _____

In the event that the property purchased is not used for an exempt purpose, it is understood that I am required to pay the tax measured by the purchase price of the property.

Any official or employee who uses this certificate to make tax-free purchases for his own personal use or that of any other person will be subject to the penalties provided in KRS 139.990 and other applicable laws.

Under penalties of perjury, I swear or affirm that the information on this certificate is true and correct as to every material matter.

Susan Bentley

Authorized Signature

Exec. Director Finance

Title

Jan. 9, 2024

Date

CAUTION TO SELLER: This certificate cannot be issued or used in any way by a construction contractor to purchase property to be used in fulfilling a contract with an exempt institution. Sellers accepting certificates for such purchases will be held liable for the sales or use tax.

DEPARTMENT OF REVENUE
Frankfort, Kentucky 40620

51A126 (12-09)



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

**THE KENTON COUNTY
BOARD OF EDUCATION**
1055 Eaton Drive, Fort Wright, KY 41017
859.344.8888 – Fax 859.344.1531
www.kenton.kyschools.us
Dr. Henry Webb, Superintendent

CREDIT REFERENCES

TRADE REFERENCES

LD Products

3700 Cover Street
Long Beach, CA 90808

Attention: Diana Athey
(888) 375-6648 EXT. 7092
dianaa@ldproducts.com

Design/Minuteman Press

33 Kenton Lands Road
Erlanger, KY 41018

Attention: Al Bailey
(859) 331-3354
minutemanpress@fuse.net

Federal Supply

1840 Airport Exchange Blvd., Suite 160
Erlanger, KY 41018

Attention: Amy Franklin
(859)647-9500
AP@myfederalsupply.com

BANK REFERENCE

First Financial Bank

3580 Madison Pike
Edgewood, KY 41017
(859) 344-2900

IDENTIFICATION NUMBERS

State Tax Identification Number: B470
Federal Tax Identification Number: 61-6001301

Kenton County Board of Education

"The Kenton County Board of Education provides Equal Education & Employment Opportunities."