



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

Issue Paper

DATE:

05/22/2025

AGENDA ITEM (ACTION ITEM):

Consider/Approve awarding the Bus Fluids Bid to the vendors as indicated on the attached tabulation from July 1, 2025, through June 30, 2026.

APPLICABLE BOARD POLICY:

Fiscal Management 04.32 AP.1

HISTORY/BACKGROUND:

An advertisement was posted on the District website on April 23, 2025, to accept sealed bids for the bus fluids. Sealed bids were publicly opened and read on May 13, 2025, at 1:00 PM.

FISCAL/BUDGETARY IMPACT:

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

RECOMMENDATION:

Approval to award the Bus Fluids Bid to the vendors as indicated on the attached tabulation from July 1, 2025, through June 30, 2026.

CONTACT PERSON:

Cinda Roberts, Purchasing Agent


Principal/Administrator


District Administrator


Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.*

**KENTON COUNTY BOARD OF EDUCATION
BUS FLUIDS 2025-2026**

		APOLLO OIL			BILLS BATTERY CO.			CLARKE POWER SERVICES			MANSFIELD			SAFETY-CLEAN SYSTEMS-CLEAN HARBOR			VALOR OIL		
COMMODITY CODE	ITEM	BRAND	COST	UOM	BRAND	COST	UOM	BRAND	COST	UOM	BRAND	COST	UOM	BRAND	COST	UOM	BRAND	COST	UOM
FLU-10000	Engine Oil – 15W-40	SHELL	\$8.79	GALLON	CASTROL CRBCK4	\$ 9.08	GALLON	PHILLIPS	\$ 11.94	GALLON	NO BID		GALLON	PERFORMA NCE PLUS	\$ 9.00	GALLON	DURAFLOW 15W40	\$ 9.23	GALLON
FLU-10015	Automatic Transmission Fluid Allison TES-668	NO BID		GALLON	CASTROL TRANSYND618	\$ 23.50	GALLON	ALLISON	\$ 34.57	GALLON	NO BID		GALLON	PERFORMA NCE PLUS	\$ 31.27	GALLON	PETRO CANADA DURADRIIVE HD SYN 668	\$ 29.85	GALLON
FLU-10030	Power Steering Fluid	NO BID		QUART	NO BID		QUART	VALVOLINE	\$ 5.36	QUART	NO BID		QUART	NO BID		QUART	HAVOLINE POWER STEERING	\$ 7.03	QUART
FLU-10110	Antifreeze – Fully Formulated Glycol Base Engine Coolant – PURPLE ONLY	SHELL	\$399.99	55 GALLON	CASTROL RADICOL SF-0	\$ 350.00	55 GALLON	VALVOLINE	\$ 526.43	55 GALLON	NO BID		55 GALLON	NO BID		55 GALLON	DURAFLOW HD AF PRECHRG PURPLE 50/50	\$ 305.93	55 GALLON
FLU-10060	Gear Oil – 85W-140	NO BID		120 POUND	CASTROL AP GEAR250.00	\$ 250.00	120 POUND	VALVOLINE	\$ 1,144.00	120 POUND	NO BID		120 POUND	PERFORMA NCE PLUS	\$ 875.00	120 POUND	DELOGEAR EP-5 85W140	\$ 309.00	120 POUND
FLU-10070	Chassis Grease	NO BID		400 POUND	NO BID		400 POUND	NO BID		400 POUND	NO BID		400 POUND	NO BID		400 POUND	SHELL GADUS S3 V 220 C3	\$ 2,440.75	400 POUND
FLU-10085	Windshield Washer Solvent Pre-mix	NO BID		55 GALLON	NO BID		55 GALLON			DRUM	NO BID		55 GALLON	PERFORMA NCE PLUS	\$ 186.04	55 GALLON	DURAFLOW WWF WINTER-20	\$ 102.43	55 GALLON
FLU-10100	Diesel Exhaust Fluid	MUSKET	\$ 1.79	GALLON	NO BID		GALLON	FLEET PRIDE	\$ 280.16	55 GALLON	NO BID		55 GALLON		\$ 1,385.00	TOTE GALLON	BLUE SKY DEF	\$ 1.64	GALLON
	STORE DISCOUNT:	0%			5%			20%			0%			0%			0%		

Recommendation: Award the Bus Fluids Bid as indicated in the YELLOW highlighted sections.

Apollo-C



INVITATION TO BID

BID/RFP No.:	27-BFL-25
DATE ISSUED:	4/23/2025
BID CLOSING DATE:	5/13/2025
TITLE:	BUS FLUIDS
CONTRACT ADMINISTRATOR NAME:	Cinda Roberts, Purchasing Agent
EMAIL CONTACT:	cinda.roberts@kenton.kyschools.us
METHOD OF AWARD:	Lowest Overall Evaluated

The Kenton County Board of Education's Purchasing Department will receive sealed bids for items and/or services listed herein, 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 the bid.

BIDS MUST BE RECEIVED NO LATER THAN: May 13, 2025, by 1:00 PM EST.

Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: "BID No. 27-BFL-25 RESPONSE" or;
2. Emailed with "BID No. 27-BFL-25 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 **Tuesday, May 13, 2025, at 1:00 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. Bidders are invited to attend the bid opening.

Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, June 2, 2025.**

Period of Contract:

1. The period of the contract will be from **July 1, 2025, through June 30, 2026.**

VENDOR INFORMATION:

Name of Company:	APOLLO OIL	Phone:	859-749-8308				
Address:	1175 EARLY DRIVE	City:	WINCHESTER	State:	KY	Zip:	40391
Contact Name:	TODD CREECH	E-mail Address:	TCREECH@CADENCEPETROLEUM.COM				
Signature:			Date:	5/13/25			

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


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

1. It shall be a breach of ethical standards for an employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract and any solicitation or proposal therefor, in which to his knowledge:
 - i. He, or any member of his immediate family has a financial interest therein; or
 - ii. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner or employee, is a party; or
 - iii. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a part. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

45A.990 – PENALTIES

1. Any employee or any official of The Kenton County Board of Education, Kentucky, elective, or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to The Board of Education of Kenton County, Kentucky shall be deemed guilty of a Class C felony.
2. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of The Kenton County Board of Education, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a Class C felony.

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

Authorized Signature  Date 5/13/25

Print Name TODD CREECH Title AREA SALES MANAGER

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

5. EXCEPTIONS

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

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

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

IDENTIFY ALL EXCEPTIONS (check one):

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

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

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

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

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

Authorized Signature _____

Date _____

Print Name _____

Title _____

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

6. BID FORM

ALL blanks are to be completed on the below table under "Brand" and "Cost", in order to qualify the bid.

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

COM CODE	ITEM	BRAND	COST	DELIVERY UOM
FLU-10000	Engine Oil - 15W-40	SHELL	\$ 8.79	GALLON
FLU-10015	Automatic Transmission Fluid Allison TES-668	NO BID	\$	GALLON
FLU-10030	Power Steering Fluid	NO BID	\$	QUART
FLU-10110	Antifreeze Fully Formulated Glycol Base Engine Coolant PURPLE ONLY	SHELL	\$ 399.99	55-GAL DRUM
FLU-10060	Gear Oil - 85W-140	NO BID	\$	120LB DRUM
FLU-10070	Chassis Grease, LC2 Shell Retinax, <u>ONLY</u>	NO BID	\$	400LB DRUM
FLU-10085	Windshield Washer Solvent- Premix	NO BID	\$	55-GAL DRUM
FLU-10100	Diesel Exhaust Fluid	MUSKET	\$ 1.79	GALLON

Catalog and/or store discount offered to the District for fluids not listed above:

0 %

Lead time in business days after receipt of order:

4

CERTIFICATION OF RESPONDENT

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

Signature of Authorized Agent



Date

5/13/25

Printed Name and Title

TODD CREECH AREA SALES MANAGER

Name of Company

AROW OIL

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

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

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement:
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

William Davis
Signature

William Davis
Printed Name

Vice President - Human Resources
Title

5/12/2025
Date

Company Name APOLLO OIL
Address 1175 EARTH DRIVE
WINCHESTER, KY 40391

Subscribed and sworn to before me By

William Davis
(Affiant)

Vice President
(Title)

of APOLLO OIL the 12th day of may, 20 25
(Company Name)

MEAGAN RICH
Notary Public

My commission expires: 09/20/2027



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



INVITATION TO BID

BID/RFP No.:	27-BFL-25
DATE ISSUED:	4/23/2025
BID CLOSING DATE:	5/13/2025
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METHOD OF AWARD:	Lowest Overall Evaluated

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3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. Bidders are invited to attend the bid opening.

Bid Award:

1. Bid will be awarded at the Board meeting held on Monday, June 2, 2025.

Period of Contract:

1. The period of the contract will be from July 1, 2025, through June 30, 2026.

VENDOR INFORMATION:

Name of Company:	Bills Battery Co Inc	Phone:	513-514 -513-922-6100		
Address:	5221 Creekshank Rd	City:	Cincinnati	State:	OH
Contact Name:	Brian Hartoin	Zip:	45258		
Signature:		E-mail Address:	bhartoin@billsbattery.com		
		Date:	5/13/25		

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.

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2. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of The Kenton County Board of Education, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a Class C felony.

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

Authorized Signature

Date

Print Name

Title

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

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):

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NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
Example	Terms and Conditions	1.9 – Warranty	3
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By signing this form, offeror has read and acknowledges the Terms and Conditions, General Bid Instructions, and Bid Specifications; has listed all requested exceptions; and understands if an exception is not accepted the bid will be disqualified.

Authorized Signature 

Date 5/13/21

Print Name Brian Harton

Title President

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

6. BID FORM

ALL blanks are to be completed on the below table under "Brand" and "Cost", in order to qualify the bid.

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FLU-10060	Gear Oil – 85W-140	Castrol AP Gear	\$ 250	120LB DRUM
FLU-10070	Chassis Grease, LC2 Shell Retinax, <u>ONLY</u>	No Bid	\$ No Bid	400LB DRUM
FLU-10085	Windshield Washer Solvent- Premix	No Bid	\$ No Bid	55-GAL DRUM
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Catalog and/or store discount offered to the District for fluids not listed above:

5 %

Lead time in business days after receipt of order:

5

CERTIFICATION OF RESPONDENT

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

Signature of Authorized Agent



Date

5/13/25

Printed Name and Title

Brian Harton President

Name of Company

Bells Battery Co Inc

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

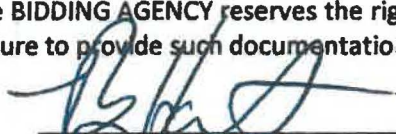
**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS, AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

 Brian Harton
Signature Printed Name
President 4/29/25
Title Date

Company Name Bills Battery Co Inc
Address 5221 Creekshank Rd
Cincinnati, OH 45238

Subscribed and sworn to before me by Brian Harton President
(Affiant) (Title)

of Bills Battery Co INC the 29 day of April 2025.
(Company Name)


Notary Public

[Seal of notary]

My commission expires: 02/08/2029



NATHANIEL SEXTON
Notary Public, State of Ohio
My Commission Expires
February 08, 2029

READ INSTRUCTIONS ON REVERSE OF THIS FORM AND SUBMIT WITH THE BID IN ITS ENTIRETY



INVITATION TO BID

BID/RFP No.:	27-BFL-25
DATE ISSUED:	4/23/2025
BID CLOSING DATE:	5/13/2025
TITLE:	BUS FLUIDS
CONTRACT ADMINISTRATOR NAME:	Cinda Roberts, Purchasing Agent
EMAIL CONTACT:	cinda.roberts@kenton.kyschools.us
METHOD OF AWARD:	Lowest Overall Evaluated

The Kenton County Board of Education's Purchasing Department will receive sealed bids for items and/or services listed herein, 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 the bid.

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2. Emailed with "BID No. 27-BFL-25 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 Tuesday, May 13, 2025, at 1:00 PM EST.
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3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. Bidders are invited to attend the bid opening.

Bid Award:

1. Bid will be awarded at the Board meeting held on Monday, June 2, 2025.

Period of Contract:

1. The period of the contract will be from July 1, 2025, through June 30, 2026.

VENDOR INFORMATION:

Name of Company: <u>Clarke Power Services</u>	Phone: <u>513-652-5238</u>
Address: <u>3133 East Kemper Road</u>	City: <u>Cincinnati</u> State: <u>Ohio</u> Zip: <u>45241</u>
Contact Name: <u>Scott Eilers</u>	E-mail Address: <u>SEilers@clarkepsi.com</u>
Signature: <u>Scott Eilers</u>	Date: <u>4/29/25</u>

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

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

1. It shall be a breach of ethical standards for an employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract and any solicitation or proposal therefor, in which to his knowledge:
 - i. He, or any member of his immediate family has a financial interest therein; or
 - ii. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner or employee, is a party; or
 - iii. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a part. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

45A.990 – PENALTIES

1. Any employee or any official of The Kenton County Board of Education, Kentucky, elective, or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to The Board of Education of Kenton County, Kentucky shall be deemed guilty of a Class C felony.
2. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of The Kenton County Board of Education, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a Class C felony.

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

Authorized Signature Scott Elfers Date 4/29/25
Print Name Scott Elfers Title Government Sales

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

5. EXCEPTIONS

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

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

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

IDENTIFY ALL EXCEPTIONS (check one):

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

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

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

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

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

Authorized Signature Scott Elmer

Date 4/24/25

Print Name Scott Elmer

Title Gouvernement Sales

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

6. BID FORM

ALL blanks are to be completed on the below table under "Brand" and "Cost", in order to qualify the bid.

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

COM CODE	ITEM	BRAND	COST	DELIVERY UOM
FLU-10000	Engine Oil – 15W-40	Phillips	\$ 11.94	GALLON
FLU-10015	Automatic Transmission Fluid Allison TES-668	Allison	\$ 1573.14	GALLON Drum 55
FLU-10030	Power Steering Fluid	Valvoline	\$ 5.36	QUART
FLU-10110	Antifreeze Fully Formulated Glycol Base Engine Coolant PURPLE ONLY	Valvoline	\$ 526.43	55-GAL DRUM
FLU-10060	Gear Oil – 85W-140	Valvoline	\$ 1144.00	120LB DRUM
FLU-10070	Chassis Grease, LC2 Shell Retinax, <u>ONLY</u>		\$ N/A	400LB DRUM
FLU-10085	Windshield Washer Solvent- Premix	Fleet Ride	\$ 290.16	55-GAL DRUM
FLU-10100	Diesel Exhaust Fluid	Detroit	\$ 3.33	GALLON

Catalog and/or store discount offered to the District for fluids not listed above:

20 %

Lead time in business days after receipt of order:

Next day if in stock

CERTIFICATION OF RESPONDENT

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

Signature of Authorized Agent Scott Elfers Date 5/9/25

Printed Name and Title Scott Elfers Government Sales

Name of Company Clarke Power Services

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

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

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

<u>Scott Gelfer</u> Signature	<u>Scott Gelfer</u> Printed Name
<u>Government Sales</u> Title	<u>4/30/25</u> Date

Company Name Clarke Power Services
Address 3133 East Kemper Road
Cincinnati Ohio 45241

Subscribed and sworn to before me by Adrienne Custer Legal
(Affiant) (Title)

of Clarke Power Services the 30th day of April, 2025.
(Company Name)

Alexandra Greene
Notary Public

[seal of notary]



ALEXANDRA GREENE
Notary Public
State of Ohio
My Comm. Expires
February 18, 2030

My commission expires: 2-18-30

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



INVITATION TO BID

BID/RFP No.:	27-BFL-25
DATE ISSUED:	4/23/2025
BID CLOSING DATE:	5/13/2025
TITLE:	BUS FLUIDS
CONTRACT ADMINISTRATOR NAME:	Cinda Roberts, Purchasing Agent
EMAIL CONTACT:	<u>cinda.roberts@kenton.kyschools.us</u>
METHOD OF AWARD:	Lowest Overall Evaluated

The Kenton County Board of Education's Purchasing Department will receive sealed bids for items and/or services listed herein, 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 the bid.

BIDS MUST BE RECEIVED NO LATER THAN: May 13, 2025, by 1:00 PM EST.

Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: **"BID No. 27-BFL-25 RESPONSE"** or;
2. Emailed with **"BID No. 27-BFL-25 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 **Tuesday, May 13, 2025, at 1:00 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. Bidders are invited to attend the bid opening.

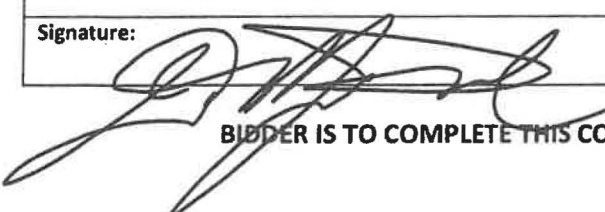
Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, June 2, 2025.**

Period of Contract:

1. The period of the contract will be from **July 1, 2025, through June 30, 2026.**

VENDOR INFORMATION:

Name of Company: Valor LLC	Phone: 1(844) 468-2567
Address: 1200 Alsop Lane	City: Owensboro State: KY Zip: 42303
Contact Name: John McDonald	E-mail Address: Jmcdonald@valoroil.com
Signature: 	Date: 5/09/2025

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

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

1. It shall be a breach of ethical standards for an employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract and any solicitation or proposal therefor, in which to his knowledge:
 - i. He, or any member of his immediate family has a financial interest therein; or
 - ii. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner or employee, is a party; or
 - iii. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a part. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.
5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

45A.990 – PENALTIES

1. Any employee or any official of The Kenton County Board of Education, Kentucky, elective, or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm, or corporation, offering, bidding for, or in open market seeking to make sales to The Board of Education of Kenton County, Kentucky shall be deemed guilty of a Class C felony.
2. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of The Kenton County Board of Education, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a Class C felony.

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

Authorized Signature



Date May 9, 2025

Print Name Joshua Emmick

Title President

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

5. EXCEPTIONS

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

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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):

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NO.	SOLICITATION SECTION	REFERENCE	PAGE NO.
Example	Terms and Conditions	1.9 – Warranty	3
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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 May 9, 2025

Print Name Joshua Emmick

Title President

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

6. **BID FORM**

ALL blanks are to be completed on the below table under "Brand" and "Cost", in order to qualify the bid.

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

COM CODE	ITEM	BRAND	COST	DELIVERY UOM
FLU-10000	Engine Oil – 15W-40	DURAFLOW 15w40	\$ 9.23	GALLON
FLU-10015	Automatic Transmission Fluid Allison TES-668	PETRO CANADA DURADRIE HD SYN 668	\$ 29.85	GALLON
FLU-10030	Power Steering Fluid	HAVOLINE POWER STEERING FLUID	\$ 7.03	QUART
FLU-10110	Antifreeze Fully Formulated Glycol Base Engine Coolant PURPLE ONLY	DURAFLOW HD AF PRECHRG PURPLE 50/50	\$ 305.93	55-GAL DRUM
FLU-10060	Gear Oil – 85W-140	CHEVRON DELOGEAR EP-5 85W140	\$ 309.00	120LB DRUM
FLU-10070	Chassis Grease, LC2 Shell Retinax, <u>ONLY</u>	SHELL GADUS S3 V 220 C3 (UPDATED PRODUCT NAME FOR RETINAX)	\$ 2,440.75	400LB DRUM
FLU-10085	Windshield Washer Solvent- Premix	DURAFLOW WWF WINTER -20	\$ 102.43	55-GAL DRUM
FLU-10100	Diesel Exhaust Fluid	BLUE SKY DEF	\$ 1.64	GALLON

Catalog and/or store discount offered to the District for fluids not listed above:

_____%

Lead time in business days after receipt of order:

2-3 business days

CERTIFICATION OF RESPONDENT

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

Signature of Authorized Agent

Date May 9, 2025

Printed Name and Title

Joshua Emmick - President

Name of Company

Valor LLC

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

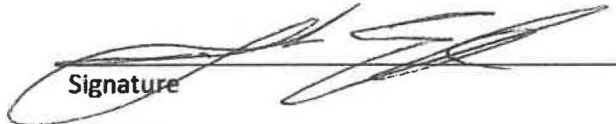
**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS**

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement:
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

 _____ Signature _____ President _____ Title	<u>Joshua Emmick</u> _____ Printed Name <u>May 9, 2025</u> _____ Date
---	--

Company Name Valor LLC

Address 1200 Alsop Lane

Owensboro, KY 42303

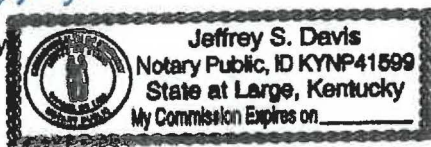
Subscribed and sworn to before me By Joshua Emmick President

(Affiant) (Title)

of Valor LLC the 9th day of May, 2025.

(Company Name)

Notary Public
[seal of notary]



My commission expires: December 23, 2025

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