



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

BID DOCUMENTS

BUS PARTS BID 2020 - 2021

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Purchasing Agent
Kenton County Board Of Education

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INVITATION TO BID

**BOARD OF EDUCATION OF KENTON COUNTY, KENTUCKY
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
1055 Eaton Drive
Fort Wright, Kentucky 41017
859/344-8888
859/344-1531 (fax #)**

BUS PARTS

The Board of Education of Kenton County, Kentucky (hereinafter called The Board of Education) will receive sealed bids for the 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 the instructions and specifications carefully. **Failure to comply with these instructions shall disqualify your bid.**

Bids shall be mailed or delivered to Cinda Roberts, Purchasing Agent, Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, Kentucky 41017, in a **sealed envelope marked "Bus Parts" in the lower left hand corner.**

Copies of this invitation may be obtained in the Purchasing Department, at the above address, between 8:00 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified for bid opening.

PERIOD OF CONTRACT

The period of the contract will be from **July 1, 2020**, through **June 30, 2021**.

TIME OF BID OPENING

Bids will be opened at **2:00 p.m. on Wednesday, April 15, 2020**. All bids must be received by the time designated in this invitation and none will be considered thereafter. **Failure to have bid in official bid box prior to the bid opening will automatically prevent the reading of your bid.**

The Board of Education cannot assume the responsibility for any delay as result of failure of the mails to deliver bids on time.

LOCATION OF BID OPENING

Bids will be opened and read in the bid department, Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, KY 41017. You are invited to be present at the bid opening.

BID AWARD

Contract(s) may be awarded to the lowest and/or the best evaluated bidder(s) meeting all specifications and conditions, and subject to all other provisions of this invitation to bid, on a per item basis, on a group basis, or on a total basis, whichever is deemed to be in the best interest of The Board of Education. Bids shall be awarded at the board meeting held on **June 1, 2020**.

“PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS”

ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF KENTON COUNTY, 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 IN 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 FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

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 IN INDUCEMENT, OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF KENTON COUNTY, 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 FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

GENERAL BID INSTRUCTIONS AND CONDITIONS
(PLEASE READ CAREFULLY)

A. ACCEPTANCE OF BIDS

The Board of Education reserves the right to accept any bid, to reject any or all bids, 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 of Education 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.

B. BID DOCUMENTS

Bid forms are provided with this "Invitation to Bid". All Proposals shall be submitted on the "Bid Form".

C. SPECIFICATIONS

Specifications are attached and are a 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 Agent after delivery. The right is reserved to reject and return at the risk and expense of the supplier, any item that may be defective or fail to comply with these specifications.

It is important that each person submitting a bid follow carefully the specifications detailed herewith. The bidder is instructed to complete all blanks and spaces where information concerning any item is requested. Only items meeting the requirements are to be quoted on the regular bid form.

The Board of Education 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 the preparation of such specifications.

D. MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by the 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 Model Procurement Regulations, the Regulations shall control.

E. PERFORMANCE BOND

The Board of Education 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.

F. EXCUSE FOR NON-PERFORMANCE

The successful vendor(s) shall be excused from performing hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing in the customary way because of fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, products, plants or facilities by the government when satisfactory evidence thereof is presented to the other party, providing it is satisfactorily established that the non-performance is not due to the fault of negligence of the party not performing.

G. PENALTIES

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

H. TAXES

Kenton County School's tax exempt status applies in accordance with revenue policy 51P370 P370 revised 060183 and in accordance with 103 KAR 26:070. A state sales tax exempt certificate upon request shall be provided to the awarded bidder.

I. 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 these 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 of Education.

J. 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.

K. NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

The Seller shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous place notices setting forth the provisions of the Equal Opportunity clause.

The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller state that all qualified applications shall receive consideration for employment with regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

L. DELIVERY

The Contractor agrees to furnish and deliver the items within the terms of the contract as the Purchasing Agent may prescribe.

All costs for delivery, including drayage and freight, and for the packaging of said articles are to be borne by the bidder, and must be included in your bid prices.

If during the period of the contract, it is necessary that the Purchasing Agent place toll or long distance telephone calls in connection therewith (for complaints, adjustment, shortages, failures to deliver, etc.) it is understood that the vendor will bear the charge of expense for all such calls.

M. SAMPLES AND/OR DESCRIPTIVE LITERATURE

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 bid opening. Failure to furnish samples may disqualify any bid.

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by the Board of Education for compliance with specifications outlined herein. Samples are to be properly marked for identification and they must indicate the supplier's name and the corresponding item number as shown in the invitation to bid. Samples are to be mailed or delivered to Cinda Roberts, Purchasing Agent, Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, Kentucky 41017.

If samples are required, and they are not claimed, the samples will become the property of the Board of Education.

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

N. K.O.S.H.A. STANDARDS AND HAZARD COMMUNICATION STANDARD 1910.1200

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 Hazard Communications Standard 190.1200 of the Occupational Safety & Health Administration.

O. BIDS

Businesses that fail to respond to invitations for bid or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable bidder mailing list.

The Purchasing Department will make tabulations and each qualified bidder will be mailed a formal tabulation after the Board of Education has taken official action. The Board of Education meetings are normally held on the third Monday of each month. Bidders are requested not to call the Purchasing Office for a tabulation of the bids.

Any bids received after scheduled time of opening will be returned unopened to the bidder.

Each bid must be in a separate sealed envelope with the bid name appearing in the lower left-hand corner of the envelope.

No bid can be corrected or altered or signed after being opened. The Board of Education 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.

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 on such form.

P. PRICES

All prices quoted by the various bidders must be firm for a maximum period of sixty (60) days to allow acceptance by the Board of Education. If awarded the contract, the prices shall then be firm for the time period that is indicated under "Period of Contract".

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out with correction inserted adjacent thereto and initialed by person signing the bid. Also, corrections made with correction tape or fluid are to be initialed.

Quote on each item separately. Prices must be stated in units specified herein.

Bids that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Agent. Unit prices should be listed, extended, and totaled. Should errors exist in the extended price, the unit price will prevail.

Q. OR EQUAL CLAUSE

Whenever, in any of the contract documents, an article, materials or equipment are described by use of a proprietary product or by using the name of a manufacturer or vendor, the term "or equal", if not inserted, is implied.

The use of a specific article or manufacturer's name shall be construed as an indication of the type of equipment, design, general construction, quality and finish. Such use shall not be construed as limiting or excluding any manufacturer's product of comparable quality, design and efficiency.

R. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS

The Board of Education 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; (1) the bidder actually submits a sample which conforms to all material requirements of this invitation to bid; or (2) the bidder certifies to the Board of Education that the bidder can actually 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.

S. SUBSTITUTIONS:

If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from Cinda Roberts, Purchasing Agent.

T. REQUIREMENTS

All deliveries must be complete within four (4) days from receipt of purchase order unless otherwise stated in the bid specifications and conditions. The vendor must furnish invoices as follows:

One (1) copy to the warehouse with material at time of delivery

Two (2) copies of invoice (original and one copy) to the Accounts Payable Department along with a signed delivery receipt as proof of delivery.

No more than one (1) back order or partial delivery may be allowed on these items, unless otherwise stated herein. Ship complete within ten (10) days or cancel.

All deliveries must be made to the location indicated on the purchase order and signed for by a responsible Board Official. Signatures of custodial or maintenance personnel are not acceptable.

All invoices must show the purchase order number, date of delivery, name of location and list of items delivered by item name.

U. OTHER CONDITIONS

All blanks and information requested are to be completed on the Bid Form in order to qualify your bid.

The Board of Education reserves the right to make multiple awards to two or more companies on the same item where more than one standard of quality is desired.

Do not bid any special groupings other than those listed herein.

V. HOLD HARMLESS

Vendor agrees to indemnify and save The Kenton County School District harmless from claims for death or injury to Vendor's personnel arising while such personnel are on premises owned or controlled by The Kenton County School District in connection with the performance of this order, and Vendor shall maintain Worker's Compensation Insurance and Employees Liability Insurance in the minimum amount of one hundred thousand (\$100,000) dollars (unless otherwise specified within contract) covering all such personnel while on Kenton County School's premises.

W. CRIMINAL HISTORY VERIFICATION

The successful bidder certifies that a criminal history background check has been performed on all employees that may come into contact with Kenton County Schools Students. Please note that any employees with the following offenses will not be permitted to have any contact with our students: Sex-related offense convictions; Convictions against minors; Felony offense convictions against persons or property; Alcohol violation convictions within two (2) years from date of check, and no more than two (2) such offense convictions in total; Drug related offense convictions; Deadly weapon-related offense convictions; A pattern of irresponsible behavior, based upon the background check.

X. GOVERNING LAW

The validity, performance, construction, interpretation and effect of any/all purchases shall be governed by the laws of the State of Kentucky. The Kenton County School District operates within Kentucky Model Procurement Code Chapter 45A which applies to any/all purchases. The Kenton County School District and the Vendor 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.

Y. LEGAL AND CONTRACTUAL REMEDIES

Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation of an award of a contract may protest to the Purchasing Agent or the Superintendent, as the case shall require. The protest shall be submitted in writing, within fourteen (14) days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Either the Purchasing Agent or the Superintendent, as the case may require, shall have the authority to settle and resolve a protest of any aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract. The authority shall be exercised in accordance with these regulations and may be supplemented by regulations promulgated by the respective designee's office.

If the protest is not resolved by mutual agreement, either the Purchasing Agent or the Superintendent shall promptly issue a decision in writing. The decision shall state the reason for the action taken, and inform the protestant of its right to administrative review.

A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening. A decision shall be final and conclusive, unless modified pursuant to these regulations. In the event of a timely protest, the Board shall not proceed further with the solicitation or with the award of the contract until the Purchasing Agent and the Superintendent enter into consultation, and thereafter make a written determination that the award of the contract, without delay, is necessary to protect the substantial interest of the Board. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including the bid preparation costs, other than attorney's fees or profit.

The decision of the Superintendent or his designee shall be final and conclusive, unless determined by a court of competent jurisdiction to have been fraudulent or clearly arbitrary and capricious or contrary to law.

Z. CORRECTIVE ACTION REQUEST (C.A.R.)

In the event that an incident may occur with a contracted vendor which is deemed to be unacceptable, The Kenton County School District may issue a Corrective Action Request (C.A.R.) to the vendor. Please refer to this policy on page 8 of Purchasing Procedures and Guidelines as published on the Kenton County Board of Education's website: <http://kenton.schoolpointesites.com/userfiles/909/file/Purchasing%20Procedures%202009.pdf>.

AA. RECIPROCAL PREFERENCE

In accordance with 200 KAR 5:400 **ALL BIDDERS** must complete the attached "**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS**" and include this completed form with the bid submittal. If the non-resident bidder is from a state which gives a preference to its own resident bidders/vendors, but not to Kentucky vendors the Kentucky resident bidder gets a preference on the Kentucky bid opportunity equivalent to the preference given in the non-resident bidder's home state to that state's resident bidder.

BB. I.R.S. 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.

For any clarification relative to this bid, email all questions to cinda.roberts@kenton.kyschools.us.

CC. Corrective Action Request (C.A.R.)

When an incident occurs with a contracted vendor that The Kenton County School District deems unacceptable, The Kenton County School District may issue a Corrective Action Request (C.A.R.) to the vendor.

The procedure is as follows:

1. The Kenton County School District's Purchasing Department will issue a written C.A.R. to the vendor in question detailing the incident, problem, and/or issue(s) relating to the contract. This letter may be sent to vendor via certified mail.
2. The vendor may have up to two (2) weeks from the date of issue to respond to Kenton County Schools in writing.
3. The Kenton County Purchasing Department will review the vendor's response, evaluate it, and determine whether or not the proposed solution is suitable to Kenton County Schools.
4. Once the written response received from the vendor is deemed suitable by Kenton County Schools' Purchasing Department, Kenton County Schools will issue a C.A.R. - Response detailing the action proposed by the vendor and agreed upon by Kenton County Schools.
5. If Kenton County Schools' Purchasing Department does not receive a response from the vendor, the contract shall be dissolved and considered null and void. In addition, the Bidder may not bid on future contracts for three (3) years.
6. If the written response received from the vendor is deemed unsuitable by Kenton County Schools' Purchasing Department, Kenton County Schools will issue a C.A.R. - Response defining what action will be taken. Kenton County Schools may revoke the contract and refuse potential bids from the vendor until such a time is deemed suitable by Kenton County Schools.

DD. CLEAN AIR / CLEAN WATER: For contracts and sub-grants of amounts in excess of \$150,000, your contract must include a clause requiring the contractor to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-.7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and the contractor must agree to report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.
- The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

EE. SUSPENSION AND DEBARMENT: Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required

Suspension and Debarment

The Contractor understands that a contract award (see 2 CUR 180.220) 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 its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **The Kenton County School District**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **The Kenton County School District**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CER 180 .220 white this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

FF. LOBBYING: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The following clause is suggested, but not mandatory.

The Contractor will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the New Restrictions on Lobbying and has signed and attached to this agreement the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to **The Kenton County School District**.

GG. BUY AMERICAN. The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1160(n)), requiring school food authorities (SFA5) to purchase, to the maximum extent practicable, domestic commodity or product.

- “Domestic Commodity or Producer are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

“Substantial” means that 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 provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:

1. The product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
2. Competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

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

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

HH. COST REIMBURSABLE CONTRACTS

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts.

- Allowable costs will be paid from the nonprofit 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;
- The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account);

or

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 and verification;

- 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;

- The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority 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 school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;
- 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; and
- The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.
- Prohibited expenditures. No expenditure may be made from the nonprofit school food 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 nonprofit school food service account that permits or results in the contractor receiving payments in excess of the contractor's actual, net allowable costs.

**KENTON COUNTY BOARD OF EDUCATION
BUS PARTS BID
SPECIAL CONDITIONS**

AWARDING OF CONTRACT

Contracts may be awarded to the lowest responsive bidder meeting all specifications and conditions, and subject to all other provisions of this invitation to bid. Contracts may be awarded on a per item basis, on a group basis, or on a total basis, whichever is deemed to be in the best interest of the Kenton County Board of Education. The Board of Education has the right to reject any and all bids if it is deemed to be in the best interest of The Kenton County School District. In an attempt to minimize orders under \$50.00, vendors who are the low bidder on a few items with little chance of obtaining this dollar threshold will not be selected. **Awarding of this bid in no way guarantees the purchase of any items. The Board of Education also reserves the right to bid specific item(s), or purchase specific items from other suppliers, in the event that a lower price is found.**

PERIOD OF CONTRACT

The period of the contract will be from **July 1, 2020, through June 30, 2021.**

TECHNICAL SPECIFICATIONS

Technical specifications are attached for various item(s) to indicate quality of merchandise requested and not to restrict bids on equal or better quality item(s). Low prices will not be the only criterion for awarding bid(s), as each item shall be subject to evaluation and/or usage test prior to the awarding of the bid(s) and for the duration of the contract on any item. The Kenton County School District may postpone the awarding of the contract in the event that additional time is needed to declare a proposed bid item acceptable. At the request of Kenton County Schools, a sample shall be provided at no charge to the District to perform any necessary evaluations.

DESCRIPTIVE LITERATURE

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

PRICE

Prices shall remain firm for the period of the contract.

DELIVERY LOCATION

The items listed herein will be delivered (F.O.B. Destination) to the Kenton County Bus Garage, 11094 Madison Pike, Independence, Kentucky 41051, between the hours of 8:00 am – 4:00 pm. A secondary Bus Garage has been added in Crescent Springs, KY. Deliveries may be made to this location.

All deliveries shall be complete within **3-4 days** from receipt of the purchase order(s).

The successful bidder/bidders shall provide the appropriate equipment and personnel necessary to unload items at the receiving point. (Unloading means to remove from the delivery vehicle and place inside building)

IMPORTANT: DO NOT BID IF YOU CANNOT MEET DELIVERY REQUIREMENTS OF SMALL INDIVIDUAL DELIVERIES TO EACH LOCATION

QUANTITIES

Quantities listed are intended to serve as an estimate and cannot be guaranteed; therefore, orders will be placed on an "as needed" basis for the duration of the contract period.

**KENTON COUNTY BOARD OF EDUCATION
BUS PARTS BID
SPECIAL CONDITIONS**

REQUIREMENTS

Vendors shall furnish packing slip and invoices as follows:

- One (1) packing slip to the warehouse with material at time of delivery
- Two (2) copies of invoices (original and one copy) to the Accounts Payable Department, Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, Kentucky 41017

No more than one (1) backorder or partial delivery will be allowed on these item(s). Ship complete within ten (10) business days.

All deliveries shall be made to the location indicated on the purchase order and signed for by a responsible board official.

All invoices shall show the **purchase order number, date of delivery, name of location, and list of item(s) delivered by item name.**

NO SHIPMENTS ARE TO BE MADE AGAINST THE CONTRACT. ORDERS WILL BE PLACED.

SUBSTITUTIONS

If during the period of the contract a vendor finds it necessary to make substitutions, the vendor shall request **in writing approval from Cinda Roberts, Purchasing Agent, cinda.roberts@kenton.kyschools.us.** Failure to obtain written consent for substitution prior to substituting the item shall result in a Corrective Action Request from Kenton County Schools. In no case shall substituted item(s) result in an increased cost to Kenton County Schools. All terms and conditions of the original contract will transfer to substituted items.

OTHER CONDITIONS

ALL blanks and information requested are to be completed on the **bid form** in order to qualify your bid. The Kenton County Board of Education reserves the right to make multiple awards. The price listed in the "Price per Unit" column shall reflect the net price after discount.

Complete the following columns: **PART # and UNIT PRICE**. All blanks and information requested are to be completed on the Bid Form in order to qualify your bid.

Do not bid any special groupings other than those listed herein.

STORE DISCOUNT

In an attempt to procure items not listed on the Line Item Bid Form, The Kenton County School District is requesting Bidders indicate a Percentage Discount on additional items that may need to be purchased. Note: the discount does NOT apply to the items listed on the line item bid.

LABOR

The Kenton County School District is requesting Bidders indicate a Labor Rate per hour for any/all service related charges.

W-9

Awarded vendors shall be required to submit a completed W-9 within ten (10) days of bid award.

**KENTON COUNTY BOARD OF EDUCATION
BUS PARTS BID
SPECIAL CONDITIONS**

CD OR FLASH DRIVE

Vendors should submit their EXCEL SPREADSHEET pricing on a CD or Flash Drive if possible.

All of the following forms and information shall be completed and submitted as part of the sealed bid:

1. Bid Forms (PAPER COPY of Excel Spreadsheets)
 - School Bus Parts _____
 - Seat Parts _____
 - Exhaust Parts _____
2. Certification of Compliance Bid Form, page 16 _____
3. Conflict of Interest, page 17 _____
4. FOR **KY STATE BIDDERS ONLY**, Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status, page 18 _____
IRS W-9 Form, shall be required within ten (10) days of bid award

The following should be submitted if possible: (This requirement will not disqualify your bid if it is not submitted.)

5. **Bid Forms on CD or Flash Drive** _____

NOTE: IT IS A REQUIREMENT TO SEND A PAPER COPY OF THE BID FORMS ALONG WITH THE CD or Flash Drive.

IMPORTANT: DO NOT BID if you cannot meet all requirements listed in this Invitation to Bid.

**KENTON COUNTY BOARD OF EDUCATION
BUS PARTS BID
SEAT PARTS SPECIFICATIONS**

ALL FLAME RETARDANT SEAT MATERIALS SHALL MEET THE REQUIREMENTS OF THE KENTUCKY MINIMUM SPECIFICATIONS FOR SCHOOL BUSES REVISED 1998.

All pupil seats shall meet the same padding requirements and be MADE OF THE SAME MATERIAL. Pupil seats shall be padded and covered with FLAME RETARDANT MATERIALS. The covering for cushions and backs shall be heavy grade, high quality, coated fabric material, a MINIMUM OF THIRTY-FIVE (35) OUNCE FINISHED WIEGHT AND FIFTY-EIGHT INCHES (58") WIDE. ALL KENTUCKY SEAT BACKS ARE TWENTY-FOUR INCHES (24") HIGH. VINYL AND BACKING MATERIAL MUST MEET A MINIMUM OF TEN (10) POUNDS OF ADHESION, WHEN TESTED PER ASTM D-751-79.

All exposed seating material shall have a vertical burn rate of zero (0), as measured by the requirements of FAR-25.853B, and modified as follows:

1. Material burned in the apparatus, as described in the standard, shall be considered to have a zero (0) burn rate, provided that the upholstery backing does not have a burn length greater than one twenty-fifth of an inch (.25") and the vinyl coating does not have evidence of damage due to flame impingement, as measured from the original edge of the specimen, greater than four inches (4") in length.
2. Flame time, temperature and the position of the sample and flame shall be as described in the standard.
3. All materials shall self-extinguish within the time frame described in the standard.
4. FAR #25.853B establishes the burn chamber and other parameters for testing.
5. Any other material proposed as seat covering material shall be documented to the Division of Pupil Transportation as being equal to the above-mentioned materials and prior approval for use must be granted by the Division of Pupil Transportation.
6. Any other test proposed for the measurement of the flammability of the material shall require adequate documentation as being equal by the provider and shall require written approval of the Division of Pupil Transportation prior to the bid quotation.
7. All seat covering material shall be blue, Dura-Seat Fire Block, Athol style, #6926FR-EDO grain or Prevail (Aramid Kevlar) A.K. #433217 Blue, and require prior approval of the Division of Pupil Transportation.
8. As evidence of its durability, the vendor shall certify, in writing, that the following ASTM tests have been conducted by an independent laboratory and have the following minimum characteristics:

ASTM D 751-79	GRAB TENSILE	150 LBS.
ASTM D 1117-80	TRAPEZOID TEAR	45 LBS.
ASTM D 751-79	SEAM STRENGTH	70 LBS.

9. Seat cushions shall be constructed not to depress more than eighty percent (80%) when pupil weight equal to three hundred and sixty (360) pounds is applied to the total seat area. Cushions shall be constructed for a min-cushion height of approximately five inches (5"), bonded in a manner to provide seating stability and minimize breakage.
10. All seat cushions shall have a base material of one-half of inch (1/2") exterior grade plywood. Seat cushions shall have means of positive retention to seat frames. All plywood bottoms shall be covered with the same material as the rest of the seat.
11. Fasteners in the plywood shall require a rivet and washer or a screw and T-nut.
12. Body manufacturers shall provide a two (2) year warranty, one hundred percent (100%) parts and labor, against the breakdown of the foam backing. Wooden seat backs shall not be acceptable.
13. Pupil seats shall be secured to the floor and chair rail by means of bolts, lock washers and nuts or lock nuts.
14. All conventional school bus pupil seating, thirty-four (34) through fifty-two (52) passengers, shall be a three (3) to three (3) plan with the exception of the row of seats to the left and right of the rear

**KENTON COUNTY BOARD OF EDUCATION
BUS PARTS BID
Certification of Compliance Bid Form**

Store Discount Bid (if left blank, a 0% discount will be assumed) _____%
Exception(s): _____

Labor Rate: _____ /per hour
Exception(s): _____

Lead Time: _____ /days after receipt of order
Exception(s): _____

All blanks and information requested are to be completed on the bid form in order to qualify your bid.
Prices listed in the "Unit Price" column shall reflect the net price after discount. The Kenton County Board of Education reserves the right to make multiple awards. The Board of Education reserves the right to order additional quantities, as needed, and at the bid prices, for the duration of the contract period.

In compliance with the INVITATION TO BID, and subject to all the conditions, thereof, the undersigned hereby certifies that all items and/or services included in this bid shall be in compliance with all requirements and technical specifications included in this invitation to bid, except as noted below:

EXCEPTIONS:

Having carefully examined the instructions to bidders and the specifications, on the above referenced bid, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addenda _____ (Insert the addenda number(s) received or the word "none" if no addenda received.)

COMPANY NAME: _____
ADDRESS: _____

REPRESENTATIVE NAME: _____ **OFFICIAL TITLE:** _____
REPRESENTATIVE PHONE #: _____ **FAX #:** _____
REPRESENTATIVE EMAIL ADDRESS: _____

TOLL FREE OR LOCAL ORDERING PHONE #: _____ **FAX #:** _____
EMAIL ADDRESS FOR ORDERING: _____
WEB ADDRESS: _____

AUTHORIZED SIGNATURE

DATE

CONFLICT OF INTEREST

1. It shall be a breach of ethical standards for any 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 therefore, in which to his knowledge:
 - a) He, or any member of his immediate family has a financial interest therein; or
 - b) 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
 - c) 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 party. 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 therefore.
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 therefore.
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.

Signature

Date

References: KRS 156. 480, OAG 80-32, Model Procurement Code 45A.455

NOTE: THIS CERTIFICATE MUST BE SIGNED AND ATTACHED TO THE BID FORM IN ORDER FOR YOUR BID TO BE QUALIFIED.

**KENTON COUNTY BOARD OF EDUCATION
BUS PARTS BID**

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

FOR BIDS AND CONTRACTS IN GENERAL:

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

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

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

Signature	Printed Name
Title	Date

Company Name _____
 Address _____

Subscribed and sworn to before me by _____ (Affiant) _____ (Title)

of _____ (Company Name) this _____ day of _____, 20__.

 Notary Public
 [seal of notary] My commission expires: _____