INVITATION TO BID

BID/RFP No.:	**59.ATSM.26**
DATE ISSUED:	**03/02/2026**
BID CLOSING DATE:	**03/13/2026**
TITLE:	**Athletic Training and Sports Medicine Services**
CONTRACT ADMINISTRATOR NAME:	**Jennifer Smith, Procurement Coordinator**
EMAIL CONTACT:	**kenton.purchasing@kenton.kyschools.us**
METHOD OF AWARD:	**Best Evaluated Bid**

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: MARCH 13, 2026 by 2:00 PM EST.

Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: "**BID No. 59-ATSM-26.2 RESPONSE**" or;
2. Emailed with "**BID No. 59-ATSM-26 RESPONSE**" in the subject line. If you do not receive an auto-reply email that your response was received, please contact the purchasing department.

Bid Delivery Address:
Kenton County Board of Education
Attn: Purchasing Department
2044 Tuscanyview Dr.
Covington, KY 41017

Bid E-mail Address:
kenton.purchasing@kenton.kyschools.us

Bid Opening:

1. Bids will be opened on **Friday, March 13, 2026 at 2:00 PM EST**.
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education.

Bid Award:

1. Bid will be awarded at the Board meeting held on **Tuesday, April 7, 2026.**

Period of Contract:

1. The period of the contract will be from **July 1, 2026 through June 30, 2029**
2. A three (3) year renewal may be offered upon satisfactory performance and mutual agreement

VENDOR INFORMATION:

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

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

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

1. It shall be a breach of ethical standards for an employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract and any solicitation or proposal therefor, in which to his knowledge:

i. He, or any member of his immediate family has a financial interest therein; or

ii. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner or employee, is a party; or

iii. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a part. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

45A.990 – PENALTIES

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

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

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

Authorized Signature _____ Date_____

Print Name _____ Title_____

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

1. TERMS AND CONDITIONS

1.1 DEFINITIONS AND CLARIFICATIONS:

i. RFP: Request for Proposal

ii. Proposal, Bid: A complete and properly signed document proposing to do work or provide goods, for the sum(s) stipulated therein, supported by data called for by the Bid documents.

iii. Offeror, Vendor, Contractor, Bidder: A company, organization or individual who submits a proposal to deliver goods and/or services – *(These terms are interchangeable).*

The following terms are interchangeable: The Kenton County Board of Education, The Board, Kenton County School District, KCSD, The District, Kenton County Schools

The following terms are interchangeable: Solicitation, Request for Proposal, RFP, proposal, Invitation to Bid, Bid

The following terms are interchangeable: Offeror, Vendor, Contractor, Bidder

The following terms are interchangeable: Cost, Price

1.2 GOVERNING LAW: The validity, performance, construction, interpretation, and effect of any/all purchases and/or services, shall be governed by the laws of the State of Kentucky and policies within the Kentucky Model Procurement Code **(KRS 45A).** The Board and contractor shall agree to submit themselves to the exclusive jurisdiction of the courts located within Kenton County, Kentucky, in connection with any cause of action arising from any/all purchases and/or services.

1.3 KENTUCKY MODEL PROCUREMENT: The Kentucky Model Procurement Code (KRS 45A), adopted by The Kenton County Board of Education, shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this Invitation to Bid and the Kentucky Model Procurement Code Regulations, the Kentucky Model Procurement Code Regulations shall control.

1.4 PERFORMANCE BOND: The Board reserves the right to determine the ability of any bidder to perform the work and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

1.5 IRS W-9 FORM: All awarded bidders, as a result of this Invitation to Bid, shall submit a completed IRS W-9 Form within ten (10) business days of the bid award notification.

1.6 CERTIFICATE OF INSURANCE (COI): All contractors, vendors, or service providers coming onto any of The Board's location premises to do work or provide services are required to have insurance and provide a Certificate of Insurance (COI). Insurance is necessary to cover any claims or losses for which the contract/vendor may be responsible. A COI is a standard form issued by the insurance company evidencing the insurance information (including policy limits and types of insurance) of its policyholder.

The following minimum insurance standards shall apply:

1. **Worker's Compensation:** Statutory limits are required.
2. **Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability, and Completed Operations Liability in an amount not less than $1,000,000 single limit per occurrence, and $2,000,000 aggregate.
3. **Automobile Liability Insurance:** For contractors who will drive on The Board's property, Automobile Liability in an amount not less than $1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.
   a. For Charter Bus Companies, the minimum Automobile Liability coverage required is $5,000,000.

Vendors and contractors shall name the "Kenton County Board of Education" as an additional insured for the duration of the contract period. The Offeror agrees that required insurance shall not be cancelled or allowed to lapse during the term of any awarded contract without prior written notification to The Board.

Certificates of insurance shall be provided upon renewal until the contract period expires or the contract is terminated.

A Certificate of Insurance shall be included with all required bid forms at the time of the bid opening.

1.7 **CRIMINAL HISTORY VERIFICATION:** The successful bidder certifies that a criminal history background check has been performed on all employees that may come into contact with KCSD students. Any employees with the following offenses will not be permitted to have any contact with any KCSD students:

i. Sex related offense convictions;
ii. Convictions against minors;
iii. Felony offense convictions against persons or property;
iv. Alcohol violation convictions within two (2) years from date of check, and no more than two (2) such convictions total;
v. Drug related offense convictions;
vi. Deadly weapon-related offense convictions;
vii. A pattern of irresponsible behavior, based upon the background check.

1.8 **FORCE MAJEURE:** Except to the obligation to make payment, any delay in or failure of performance by either party to this contract shall not constitute a default under this contract nor give rise to any claim for damage, cost, or expense if and to the extent such delay or failure is caused by an act of God, flood, fire, earthquake or explosion, war, invasion, hostilities, terrorist threats or acts, riots or other civil unrest, government order of law, actions, embargoes or blockades, national or regional emergency, or other similar event beyond the control of the delayed or non-performing party. Notwithstanding the foregoing, a party that is delayed in or prevented from performing for any reason shall promptly notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay or non-performance and shall take diligent steps to minimize the adverse impact of the delay or non-performance.

1.9 **PRICES:** All prices quoted and percentage discounts provided are expected to remain firm during the term of the contract.

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

If a vendor experiences a significant cost increase during the contract period, price changes may be considered. Such price adjustments will be considered for approval only upon written request to the Purchasing Department with a detailed rationale and documented cost data. Price adjustments will be considered ninety (90) days from the start of the contract period or the last requested adjustment. All previous approved pricing shall be honored on any purchase orders dated prior to the date of an approved request.

In the event that an increase cannot be supported to The Board's satisfaction and/or the parties cannot agree on the amount of the increase, The Board reserves the right to:

a. Terminate the agreement in part or in whole and,
b. Award the portion in dispute to the next lowest bidder, or acquire the goods/services from another Supplier.

1.10 **TAXES:** The Board's tax-exempt status applies in accordance with revenue policy 51P370 P370 revised 6/01/1983, and in accordance with 103 KAR 26.070. A state sales tax exempt certificate, upon request, shall be provided to the awarded bidder.

1.11 **ORDERING:** Orders shall be placed by electronic order entry or by e-mail. NO ORDER shall be accepted without a Kenton County Board of Education Purchase Order or Work Order.

1.12 **INVOICE AND PAYMENT TERMS:** Invoices and packing slips must list: Purchase Order Number, Order Number, Item Number, Quantity, Brief Description, Unit Price, and Total.

Invoices shall be submitted to: accounts.payable@kenton.kyschools.us

Payment terms are NET 45 – 60 days.

i. Payments are made the day following the regularly held monthly Board meeting. The Board attempts to be timely with all payments but is required to follow all Board policies and procedures for payments.

ii. Checks/payments are run once a month and are subject to deadlines for the monthly Board meeting. All invoices received after the check run deadline must wait until the following month for payment.

1.13 **DELIVERY:** The contractor agrees to furnish and deliver the items and/or services within the terms of the contract.

1.14 **SUBSTITUTIONS:** If during the period of the contract a vendor finds it necessary to make substitutions, they must obtain prior approval from the Purchasing Department.

1.15 **WARRANTY:** Contractor shall make available and honor all manufacturer's warranties; standard and extended.

1.16 **MATERIAL SAFETY DATA SHEET (MSDS):** Contractor shall provide, upon request, the most recent MSDS information sheets for any products delivered to any KCSD location.

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

1.18 **EQUAL OPPORTUNITY:** During the performance of this contract, the contractor agrees to abide by the policies of **41 CFR 60-1.4(a),** which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that the contractor take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.19 **K.O.S.H.A STANDARDS AND HAZARD COMMUNICATION STANDARD:** If applicable, all materials and services must meet or exceed K.O.S.H.A (Kentucky Occupations & Safety Health Act) standards and must comply with the O.S.H.A. (Occupational Safety & Health Administration) Hazard Communication standards **1910.1200**.

1.20 **HOLD HARMLESS:** Contractor agrees to indemnify and hold The Board harmless from any and all claims for death or injury to contractor's personnel arising while such personnel are on premises owned or controlled by The Board in connection with the performance of this order, and contractor shall maintain Worker's Compensation Insurance and Employees Liability insurance in the minimum amount of $100,000 dollars (unless otherwise specified within the contract) covering all personnel while on The Board's premises.

1.21 **KENTUCKY RESIDENT BIDDER RECIPROCAL PREFERENCE:** In accordance with **KRS 45A.494**, a Kentucky resident bidder shall be given preference against a non-resident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the non-resident bidder.

1.22 **LOBBYING:** Contractors that apply or bid for an award exceeding $100,000 must file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, and the New Restrictions on Lobbying.

1.23 **LEGAL AND CONTRACTUAL REMEDIES:** The Board, or its designee, shall have authority to determine protests and other controversies of actual or prospective bidders, offerors, or contractors in connection with the solicitations or selection for an award of contract. Any actual or prospective bidders, offerors, or contractors aggrieved in connection with solicitation or selection for an award of contract may file protest with the Executive Director of Operations of The Board. A protest or notice of other controversy regarding the solicitation must be filed prior to opening. A protest or notice of other controversy regarding an award must be filed promptly within fourteen (14) days after the award. All protests or notices of other controversies must be in writing and addressed to:

The Kenton County Board of Education
ATTN: Assistant Superintendent of Operations
2044 Tuscanyview Dr.
Covington, KY 41017

The Board, or its designee, shall issue a decision in writing. A copy of that decision shall be provided to the aggrieved party and shall state the reasons for the action taken. The decision of The Board shall be final and conclusive.

1.24 **CORRECTIVE ACTION REQUEST (C.A.R.):** When an incident occurs with a contracted vendor that The Board deems unacceptable, The Board may issue a C.A.R. to the vendor. The procedure is as follows:

1. The Board's Purchasing Department will issue a written C.A.R to the vendor in question detailing the incident, problem(s), and/or issue(s) relating to the contract. The vendor may have up to fourteen (14) days from the date of the issue to respond in writing.
2. The Board's Purchasing Department will review the vendor's response, evaluate it, and determine whether or not the proposed solution is suitable to The Board.
3. Once the written response received from the vendor is deemed suitable by The Board's Purchasing Department, The Board will issue a C.A.R. response detailing the action proposed by the vendor and agreed upon by The Board.

4. If the written response received from the vendor is deemed unsuitable by The Board's Purchasing Department, The Board will issue a C.A.R. response defining what action will be taken. The Board may revoke the contract and refuse potential bids from the vendor until such a time is deemed suitable by The Board.
5. If The Board's Purchasing Department does not receive a response from the vendor, the contract shall be dissolved and considered null and void. In addition, the vendor may not bid on future contracts for three (3) years

1.25 **TERMINATION:** Contracts may be terminated by The Board at any time with a thirty (30) days written notice or upon the discretion of the Board, in a shorter period, if the terms of the contract are violated.

THE FOLLOWING TERMS ARE SPECIFIC TO STUDENT NUTRITION BIDS/CONTRACTS ONLY:

1.26 **SUSPENSION AND DEBARMENT:** When applicable, contractor understands that a contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement executive orders 12549 (3 CFR part 1986 Comp,. p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension".

By signing and submitting a bid or proposal, contractor certifies as follows:
This certification in this clause is a material representation of fact relied upon by The Kenton County Board of Education. If it is later determined that the contractor knowingly rendered an erroneous certification, in addition to remedies available to the Kenton County Board of Education, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The contractor agrees to comply with the requirements of 2 CER 180 .220 while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

1.27 **CLEAN AIR/CLEAN WATER**: When applicable, the contractor agrees to comply with all standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The contractor agrees to report each violation to the United States Department of Agriculture (USDA) and the appropriate Environmental Protection Agency (EPA) Regional office.

1.28 **COST REIMBURSABLE CONTRACTS:** The following conditions apply to cost reimbursable contracts:

i. Allowable costs will be paid from the non-profit school food service account to the contractor net of all discounts, rebates, and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

ii. The contractor must separately identify for each cost submitted for payment to the School Food Authority (SFA) the amount of that cost that is allowable (can be paid from the non-profit school food service account) and the amount that is unallowable (cannot be paid from the non-profit school food service account);

iii. The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination;

iv. The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

v. The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the SFA may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

vi. The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract;

vii. The contractor must maintain documentation of costs and discounts, rebates, and other applicable credits and must furnish such documentation upon request to the SFA, the state agency, or the Department.

Prohibited expenditures – no expenditure may be made from the non-profit school fund service account for any cost resulting from a cost reimbursable contract that fails to include the requirements of this section, nor may any expenditure be made from the non-profit contractor receiving payments in excess of the contractor's actual net allowable costs.

1.29 **BUY AMERICAN:** When applicable, vendor must comply with the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Buy American Act, 7 CFR 210.21.d) which requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for use in meals serviced under the NSLP and SBP.

Buy American definition of domestic commodity or product:

The term "domestic commodity or product" means – (i) An agricultural commodity that is produced in the United states; and (ii) A food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially" means over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American Act (7 CFR 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products serviced in the school meal programs.

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

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

2. GENERAL BID INSTRUCTIONS

2.1. **ACCEPTANCE OF BIDS & AWARDING OF CONTRACTS:** The Board reserves the right to accept any bid, to reject any or all bids, and/or to waive any irregularities or informalities in bids received where such acceptance, rejection, or waiver is considered to be in its best interest. The Board also reserves the right to reject any bid where evidence or information submitted by the bidder does not provide satisfactory proof that the bidder is qualified to carry out the details of the contract. The Board shall have the right to bid specific items if it is in the best interest of The Board.

Contracts may be awarded on an item, group, or total basis; whichever is deemed to be in the best interest of The Board.

The Board reserves the right to make multiple awards to two or more companies on the same item or similar item.

Awarding of this bid in no way guarantees the purchase of any times. The Board reserves the right to purchase specific items from other suppliers, in the event that a lower price is found.

2.2. **BID DOCUMENT REQUIREMENTS:**

i. All proposals shall be submitted on the "**Bid Form**", found in section 6 of the bid documents.
   - All blanks and information requested are to be completed on the "Bid Form" in order to qualify the bid.
   - Do not bid any special grouping other than those listed herein.

ii. **Conflict of Interest** Form shall be signed, dated, and received with the bid in order for the bid to be considered.

iii. **Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status** shall be completed by Kentucky bidders only.

2.3. **ADDENDA:** The Board may issue addenda to the bid after its release.

2.4. **BIDS:**

i. Any bids received after the scheduled time of opening will not be opened.

ii. No bid can be corrected, altered, or signed after being opened. The Board shall not be responsible for errors or omissions on the part of bidders in the creation of their bids. Any bids received unsigned shall be rejected.

iii. All regular bids must be submitted in accordance with specifications on the Bid Form supplied with this invitation. The submission of a bid on the Bid Form certifies that the product meets any and all specifications except as noted in Section 5 of the bid documents.

2.5. **TABULATIONS:** Tabulations will be calculated by the Purchasing Department. Each qualified bidder will be provided a formal tabulation after The Board has taken official action. Until such time, bidders are requested not to contact the Purchasing Department for Tabulations. Board meetings are held on the first Monday of each month, unless otherwise specified.

2.6. **PRICES:** All prices/proposals quoted must be firm for a maximum of sixty (60) days from the bid opening date to allow acceptance by The Board. The bidder may withdraw a proposal, without prejudice, prior to the opening date.

Bid prices shall remain firm per the "Terms & Conditions" for the entire contract period and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges, and delivery charges must be built into the bid price at the time of the bid or listed under "Exceptions" on the Bid Form. Unless otherwise specified, prices shall be Free on Board (F.O.B.) DESTINATION, which means delivered to a Board service location designated delivery point, as defined in Section 3 of the bid documents, without additional charge.

2.7. **FUEL SURCHAGES, MILEAGE, and/or MISCELLANEOUS CHARGES:** Awarded bidder(s) may not add fuel surcharges, mileage charges, or other miscellaneous charges to invoices. All charges must be included in the bid price(s) or specified under "Exceptions" in Section 5 of the bid documents.

2.8. **SPECIFICATIONS:** Specifications are attached and part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval of the Purchasing Department. The right is reserved to reject and return, at the risk and expense to the supplier, any item that may be defective or fail to comply with these specifications.

The Board reserves the right to waive compliance of any material or services with any particular specification where such waiver is considered to be in its best interest, including but not limited to cases where such waiver is necessary due to technical errors or inconsistencies in preparation of such specifications.

2.9. **PRODUCT EVALUATION:** Items will be disqualified that do not meet specifications or the accepted equal. If a product is purchased and it is later established that said product fails to comply with the specifications and conditions, the item will be rejected and returned to the supplier at the supplier's expense. No item shall be considered satisfactory that does not conform to our usual accepted methods, use, application, storage, handling, and delivery. The decision concerning the satisfactory use and performance of any item on this bid shall be that of the educational and business staff of The Board.

2.10. **SAMPLES:** Samples may be required to assist in making decisions for awarding of contracts. The samples must be furnished by the time and date specified for the bid opening. Failure to furnish samples may disqualify the bid.

Samples shall be representative of items on which the bid is submitted and will be checked as deemed necessary by The Board for compliance with the specifications outlined herein. Samples are to be properly marked for identification and must indicate the supplier's name and the corresponding item number as indicated on the Bid Form. Samples are to be mailed or delivered to:

Kenton County Board of Education
ATTN: Purchasing Department
2044 Tuscanyview Dr.
Covington, KY 41017

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

Samples will become property of The Board unless claimed within 10 business days after the bid is awarded.

2.11. **BRAND NAMES:** If requested, the brand or trade name, manufacturer's name, and/or catalog number must be listed in the specified column. If bidder fails to indicate brand or trade name, where requested, the item and bid may be disqualified.

2.12. **DESCRIPTIVE LITERATURE AND/OR MANUFACTURER'S SPECIFICATIONS:** The Board reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer's descriptive literature and/or specifications and the requirements of this Invitation to Bid, if:

i. The bidder submits a sample which conforms to all material requirements of this Invitation to Bid;

ii. Or the bidder certifies to the Board that they can supply products which conform to all material requirements of this Invitation to Bid.

Note: descriptive literature and/or manufacturer's specifications should not be submitted unless expressly requested.

2.13. **OR EQUAL:** Whenever the words "Or Equal" appears, they shall be interpreted to mean an item of material or equipment equal in quality to that named in the Bid Specifications and/or Bid Form and which is suited to the same use and capable of performing the same function with at least equivalent efficiency, as that named.

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

2.14. **EXCEPTIONS:** Any exceptions to the Terms and Conditions, General Bid Instructions, and/or Bid Specifications must be documented by referencing the applicable paragraph(s) and explained in detail, as defined in Section 5 of the bid documents. If no exceptions are requested, it will be assumed that the bid meets all Specifications and Terms and Conditions as stated in the bid documents.

2.15. **FAILURE TO RESPOND:** Businesses that have previously indicated interest to bid, and fail to respond to "Invitations to Bid" or notices of availability on two (2) consecutive procurements of similar items and/or services, may be removed from the applicable mailing list.

3. BID SPECIFICATIONS

3.1 SCOPE

The Kenton County School District is requesting proposals for Athletic Training and Sports Medicine Services to provide service and support to the student athletes and staff at the district's four (4) middle schools and three (3) high schools; in accordance with state, federal, and KHSAA regulations.

3.2 CONTRACT PERIOD

The initial period of the contract shall be three (3) years, with the option of a three (3) year renewal upon satisfactory performance and mutual agreement.

3.3 SPONSORSHIP

The Kenton County School District will provide the following:

- Recognition that awarded provider is the official physical therapy, athletic trainer, and rehabilitation provider for Kenton County Athletics
- A full-page ad in all sports programs
- Space to hang banner(s) for advertising (at the providers expense) (size of banner must be comparable to the average banner in the venue)
- PA announcements at applicable sporting events to advertise athletic training and sports medicine relationship with the district

3.4 PERSONNEL REQUIREMENTS

- Certified Athletic Trainer (ATC) in good standing with the Board of Certification (BOC)
- Must hold a valid license in the state of Kentucky, in good standing with Kentucky Board of Medical Licensure (KBML)

3.5 ON-FIELD RESPONSIBILITIES

- Provide coverage at all high school home athletic events and all middle school home football games
- Provide coverage at high school practices (starting at 2:30pm until the end of the regularly scheduled practice time)
- Post-season and in-season tournament play coverage may be set and communicated by the Athletic Director
- Evaluate and manage potential head injuries, including concussion protocols for all contact sports including baseball, basketball, football, lacrosse, soccer, softball, volleyball, and wrestling
- Administer emergency first aid when necessary and coordinate further medical attention if required
- Assist student athletes with emergency medications
- Ensure proper taping, bracing, and protective gear are utilized by student athletes to prevent injuries
- Ensure an Automated External Defibrillator (AED) is with them at all times while attending practice or games *(to be supplied by provider)*

3.6 INJURY AND TREATMENT RESPONSIBILITIES

- Conduct initial evaluations of athlete injuries, documenting symptoms, and assessing the severity
- Develop and implement individualized treatment plans focusing on timely recovery and safe return to play
- Administer treatments such as cryotherapy (ice), thermotherapy (heat), and electrical stimulation as directed by the prescribed scope of practice.

- Coordinate referrals to the supervising physician or other specialists when injuries require advanced medical intervention
- Communicate with school officials, physicians, parents, and players the management of athletic injuries

3.7 ADMINISTRATIVE RESPONSIBILITIES

- Provide annual CPR, AED, and First Aid training to all district coaches
- Provide a 24-hour emergency on-call number to all athletic directors, principals, and head coaches
- Oversee the inventory and ordering of medical supplies for the training room
- Supply and restock a "coaches/team sport" portable first aid kit for each team
- Under the direction/advisement of the athletic director; develop, annually update, and rehearse Emergency Action Plans (EAPS) for every athletic venue (gyms, fields, tracks) within the district
- At the request of the Athletic Director, conduct clinics on injury prevention, strength and conditioning, emergency procedures, and sports injury management for coaches and athletes
- Attend regularly scheduled Cardiac Emergency Response Simulations at schools
- Maintain accurate records of athletic injuries
- Prepare and provide annual injury reports for each high school and middle school with detailed breakdowns by sport
- Assist in the coordination of physical examinations for middle and high school athletes at an agreed upon student fee *(see Appendix A for KHSAA Physical Form)*
- Offer physicals in the summer

3.8 LOCATIONS AND PARTICIPATION

MIDDLE SCHOOLS	HIGH SCHOOLS
Summit View Academy (SVA) Jennifer Weisner, *Athletic Director* 5006 Madison Pike, Independence, KY 41051 Estimated Student Enrollment: 645	**Dixie Heights High School (DX)** Derek Bosse, *Athletic Director* 3010 Dixie Hwy, Edgewood, KY 41017 Estimated Student Enrollment: 1,571
Turkey Foot Middle School (TF) Joe Ganns, *Athletic Director* 3230 Turkeyfoot Rd., Edgewood, KY 41017 Estimated Student Enrollment: 1,059	**Scott High School (SC)** Casey Fisk, *Athletic Director* 5400 Pride Parkway, Taylor Mill, KY 41015 Estimated Student Enrollment: 1,082
Twenhofel Middle School (TW) Steve Funke, *Athletic Director* 11846 Taylor Mill Rd., Independence, KY 41051 Estimated Student Enrollment: 782	**Simon Kenton High School (SK)** Troy Roberts, *Athletic Director* 1132 Madison Pike, Independence, KY 41051 Estimated Student Enrollment: 1,935
Woodland Middle School (WD) Renee Lataille, *Athletic Director* 5399 Pride Parkway, Taylor Mill, KY 41015 Estimated Student Enrollment: 578	**Estimates based on totals from 12/16/2025*

ESTIMATED NUMBER OF HOME EVENTS BY SPORT							
	SVA	**TF**	**TW**	**WD**	**DX**	**SC**	**SK**
Archery	2		1	2	2	3	2
Baseball					45	45	50
Basketball *(Men)*	15	12	13	12	35	35	35
Basketball *(Women)*	15	12	13	12	30	30	30
Cross Country			1	2	1	4	2
Football	5	1	5	5	15	15	15
Soccer *(Men)*					30	30	30
Soccer *(Women)*					30	30	30
Softball					26	15	20
Swimming					2	15	5
Tennis					10	10	8
Track & Field				2	10	5	
Volleyball	15	15	15	15	35	35	35
Wrestling	2		2	2	4	5	4

ESTIMATED NUMBER OF ATHLETES BY SPORT							
	SVA	**TF**	**TW**	**WD**	**DX**	**SC**	**SK**
Archery	50	23	80	40	48	60	60
Baseball					50	45	60
Basketball *(Men)*	36	35	40	40	26	25	30
Basketball *(Women)*	36	22	30	20	26	20	30
Cross Country	20	24	35	25	35	35	40
Football	60	70	75	50	80	60	130
Soccer *(Men)*					45	40	50
Soccer *(Women)*					45	40	50
Softball					26	25	30
Swimming					30	25	40
Tennis					28	40	40
Track & Field	40	30	115	40	80	60	60
Volleyball	30	30	32	25	32	25	30
Wrestling	10			20	20	25	30

3.9 PROPOSAL REQUIREMENTS

From a written service proposal with this bid (ten page maximum) an overall score worth 30 points shall be given. This proposal shall be a service model with objectives including the following:

- Qualifications and Experience – provide a summary of the qualifications and experience of any individual that may service our account (include valid licenses/certificates)
- Anticipated staffing levels for all home athletic events
- Describe how our account will be maintained
- Describe the communication plan with parents and athletic directors
- Describe how the required student physicals would be scheduled and done
- Description and implementation of: Concussion program/testing, Athletic Training Mentor Program, MRSA prevention, injury prevention, strength and conditioning program, Emergency Action Plans
- Provide a sample injury report
- Describe any other services offered

3.10 EVALUATION

The Kenton County School District shall review and evaluate all submittals. Proposals shall be evaluated on a "best overall value" basis, based on the following criteria:

Factor	**Maximum Points**
Overall Cost	60
Perceived Quality of Service	30
References	10
Total Points Possible	**100**

The overall cost figure shall be arrived at by awarding the bidder presenting the best value a score of 60 points. The other bidders shall then be awarded a percentage of the total using the best value bidders' prices as the baseline.

Each reference shall be contacted to provide a score worth 10 points. These three scores shall be averaged together to give a final score. If a bidder is greater than 10 points from the lead bidder, the bidder's references shall not be contacted. If a bidder has been a vendor for The Board in the past five (5) years, the Board reserves the right to provide the sole score.

4. 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

5. BID FORM

For annual pricing by location for services as listed –

Enter a **" + "** if the money is to be paid to the Board for access to our district

Enter a **" – "** if the Board is to pay the provider for the services

Location	***" + " or " - "***	**Annual Amount**
Summit View Academy	_____	$_____
Turkey Foot Middle School	_____	$_____
Twenhofel Middle School	_____	$_____
Woodland Middle School	_____	$_____
Dixie Heights High School	_____	$_____
Scott High School	_____	$_____
Simon Kenton High School	_____	$_____

PHYSCIALS

Cost for KHSAA physicals *(billed to parents)* $_____ /each

EXCLUSIVITY

Additional Money Donated to the Board for Exclusivity:

Initial Contract Period			*Contract Renewal Period*		
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
$_____	$_____	$_____	$_____	$_____	$_____

Please list and explain any other charges that may be incurred:

_____

_____

_____

_____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

CLAIMING RESIDENT BIDDER STATUS

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

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

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

_____ _____
Signature Printed Name

_____ _____
Title Date

Company Name _____

Address _____

_____

_____

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

of _____ the _____ day of _____,20_____.
(Company Name)

_____
Notary Public

[seal of notary] My commission expires: _____

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

5. CHECKLIST

All items listed below are due on or before the sealed bid opening, **fully** completed per instructions in order to qualify the bid. Failure to do so will disqualify the bid.

1.	_____	**Cover Sheet**	*Page 1*
2.	_____	**Conflict of Interest**	*Page 2*
3.	_____	**Exceptions**	*Page 12*
4.	_____	**Quality of Service Proposal**	*(See page 13, 3.8 for requirements)*
5.	_____	**Bid Form**	*Page 15*
6.	_____	**Kentucky Resident Bidder *(if applicable)***	*Page 16*
7.	_____	**Proof of Required Insurance**	*(See page 3, 1.6, for requirements)*

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.

APPENDIX A

■ PREPARTICIPATION PHYSICAL EVALUATION (Interim Guidance)

HISTORY FORM (FOR COMPLETION ASSISTED OR UNASSISTED BY STUDENT AND PARENTS)

Note: Complete and sign this form (with your parents if younger than 18) before your appointment.

Name: _____ Date of birth: _____

Date of examination: _____ Sport(s): _____

Sex at birth (F, M): _____

Have you had COVID-19? (check one): ☐ Y ☐ N

Have you been immunized for COVID-19? (check one): ☐ Y ☐ N If yes, have you had: ☐ One shot ☐ Two shots ☐ Three shots ☐ Booster date(s) _____

List past and current medical conditions. _____

Have you ever had surgery? If yes, list all past surgical procedures. _____

Medicines and supplements: List all current prescriptions, over-the-counter medicines, and supplements (herbal and nutritional).

Do you have any allergies? If yes, please list all your allergies (ie, medicines, pollens, food, stinging insects).

Patient Health Questionnaire Version 4 (PHQ-4)

Over the last 2 weeks, how often have you been bothered by any of the following problems? (Circle response.)

	Not at all	Several days	Over half the days	Nearly every day
Feeling nervous, anxious, or on edge	0	1	2	3
Not being able to stop or control worrying	0	1	2	3
Little interest or pleasure in doing things	0	1	2	3
Feeling down, depressed, or hopeless	0	1	2	3

(A sum of ≥3 is considered positive on either subscale [questions 1 and 2, or questions 3 and 4] for screening purposes.)

GENERAL QUESTIONS (Explain "Yes" answers at the end of this form. Circle questions if you don't know the answer.)	Yes	No
1. Do you have any concerns that you would like to discuss with your provider?		
2. Has a provider ever denied or restricted your participation in sports for any reason?		
3. Do you have any ongoing medical issues or recent illness?		
HEART HEALTH QUESTIONS ABOUT YOU	**Yes**	**No**
4. Have you ever passed out or nearly passed out during or after exercise?		
5. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
6. Does your heart ever race, flutter in your chest, or skip beats (irregular beats) during exercise?		
7. Has a doctor ever told you that you have any heart problems?		
8. Has a doctor ever requested a test for your heart? For example, electrocardiography (ECG) or echocardiography.		

HEART HEALTH QUESTIONS ABOUT YOU (*CONTINUED*)	Yes	No
9. Do you get light-headed or feel shorter of breath than your friends during exercise?		
10. Have you ever had a seizure?		

HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Unsure	Yes	No
11. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 35 years (including drowning or unexplained car crash)?			
12. Does anyone in your family have a genetic heart problem such as hypertrophic cardiomyopathy (HCM), Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy (ARVC), long QT syndrome (LQTS), short QT syndrome (SQTS), Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia (CPVT)?			
13. Has anyone in your family had a pacemaker or an implanted defibrillator before age 35?			

BONE AND JOINT QUESTIONS	Yes	No
14. Have you ever had a stress fracture or an injury to a bone, muscle, ligament, joint, or tendon that caused you to miss a practice or game?		
15. Do you have a bone, muscle, ligament, or joint injury that bothers you?		

MEDICAL QUESTIONS	Yes	No
16. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
17. Are you missing a kidney, an eye, a testicle, your spleen, or any other organ?		
18. Do you have groin or testicle pain or a painful bulge or hernia in the groin area?		
19. Do you have any recurring skin rashes or rashes that come and go, including herpes or methicillin-resistant *Staphylococcus aureus* (MRSA)?		
20. Have you had a concussion or head injury that caused confusion, a prolonged headache, or memory problems?		
21. Have you ever had numbness, had tingling, had weakness in your arms or legs, or been unable to move your arms or legs after being hit or falling?		
22. Have you ever become ill while exercising in the heat?		
23. Do you or does someone in your family have sickle cell trait or disease? **Unsure**		
24. Have you ever had or do you have any problems with your eyes or vision?		

MEDICAL QUESTIONS (*CONTINUED*)	Yes	No
25. Do you worry about your weight?		
26. Are you trying to or has anyone recommended that you gain or lose weight?		
27. Are you on a special diet or do you avoid certain types of foods or food groups?		
28. Have you ever had an eating disorder?		

MENSTRUAL QUESTIONS	N/A	Yes	No
29. Have you ever had a menstrual period?			
30. How old were you when you had your first menstrual period?			
31. When was your most recent menstrual period?			
32. How many periods have you had in the past 12 months?			

Explain "Yes" answers here.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

I hereby state that, to the best of my knowledge, my answers to the questions on this form are complete and correct.

Signature of athlete: _____

Signature of parent or guardian: _____

Date: _____

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This form should be placed into the athlete's medical file and should *not* be shared with schools or sports organizations. The Medical Eligibility Form is the only form that should be submitted to a school or sports organization.

Disclaimer: Athletes who have a current Preparticipation Physical Evaluation (per state and local guidance) on file should not need to complete another History Form.

■ PREPARTICIPATION PHYSICAL EVALUATION

PHYSICAL EXAMINATION FORM

Name: _____ Date of birth: _____

PHYSICIAN REMINDERS

1. Consider additional questions on more-sensitive issues.
   - Do you feel stressed out or under a lot of pressure?
   - Do you ever feel sad, hopeless, depressed, or anxious?
   - Do you feel safe at your home or residence?
   - Have you ever tried cigarettes, e-cigarettes, chewing tobacco, snuff, or dip?
   - During the past 30 days, did you use chewing tobacco, snuff, or dip?
   - Do you drink alcohol or use any other drugs?
   - Have you ever taken anabolic steroids or used any other performance-enhancing supplement?
   - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
   - Do you wear a seat belt, use a helmet, and use condoms?
2. Consider reviewing questions on cardiovascular symptoms (Q4–Q13 of History Form).

This form should be placed into the athlete's medical file and should not be shared with schools or sports organizations.

EXAMINATION		
Height: Weight:		
BP: / (/) Pulse: Vision: R 20/ L 20/ Corrected: □ Y □ N		
MEDICAL	**NORMAL**	**ABNORMAL FINDINGS**
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, hyperlaxity, myopia, mitral valve prolapse [MVP], and aortic insufficiency)		
Eyes, ears, nose, and throat • Pupils equal • Hearing		
Lymph nodes		
Heart[a] • Murmurs (auscultation standing, auscultation supine, and ± Valsalva maneuver)		
Lungs		
Abdomen		
Skin • Herpes simplex virus (HSV), lesions suggestive of methicillin-resistant *Staphylococcus aureus* (MRSA), or tinea corporis		
Neurological		
MUSCULOSKELETAL	**NORMAL**	**ABNORMAL FINDINGS**
Neck		
Back		
Shoulder and arm		
Elbow and forearm		
Wrist, hand, and fingers		
Hip and thigh		
Knee		
Leg and ankle		
Foot and toes		
Functional • Double-leg squat test, single-leg squat test, and box drop or step drop test		

[a] Consider electrocardiography (ECG), echocardiography, referral to a cardiologist for abnormal cardiac history or examination findings, or a combination of those.

Name of health care professional (print or type):_____
Address:_____
Phone: _____

Signature of health care professional: _____ , MD, DO, NP, or PA

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