



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

Issue Paper

DATE:

5/16/2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve awarding the Waste Removal & Recycling Bid to Best Way Disposal, as listed on the Waste Removal & Recycling Bid Tabulation for the contract period of July 1st, 2022 to June 30th, 2023, with two optional mutual agreed upon annual renewals available.

APPLICABLE BOARD POLICY:

Fiscal Management 04.32 AP.1

HISTORY/BACKGROUND:

An advertisement to accept sealed proposals for Waste Removal & Recycling Services was posted to the district website on April 20th, 2022. Proposals were publicly opened on May 4th, 2022 at 2:00pm EST.

FISCAL/BUDGETARY IMPACT:

These services will see a 17% increase in cost as compared to the previous bid pricing.

RECOMMENDATION:

Approval to award the Waste Removal & Recycling Bid to Best Way Disposal, as listed on the Waste Removal & Recycling Bid Tabulation for the contract period of July 1st, 2022 to June 30th, 2023, with two optional mutual agreed upon annual renewals available.

CONTACT PERSON:

Jennifer Weis-Smith

Handwritten signature of Jennifer Weis-Smith in black ink.

Principal/Administrator

Handwritten signature of David Lloyd in black ink.

District Administrator

Handwritten signature of the Superintendent in black ink.

Superintendent

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

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

**KENTON COUNTY SCHOOL DISTRICT
WASTE REMOVAL & RECYCLING BID TABULATION 2022**

OVERALL COST		
1. WASTE REMOVAL	BEST WAY	RUMPKE
Container/ Pickup Frequency	Total Per Month	Total Per Month
Beechgrove Elementary	1 - 8yd, 5X/WK \$ 303.10	\$ 545.58
Caywood Elementary	1 - 8yd, 5X/WK \$ 303.10	\$ 545.58
Ft. Wright Elementary	1 - 6yd, 5X/WK \$ 244.21	\$ 422.18
Hinsdale Elementary	1 - 8yd, 5X/WK \$ 303.10	\$ 545.58
Kenton Elementary	1 - 8yd, 5X/WK \$ 303.10	\$ 545.58
Piner Elementary	1 - 6yd, 5X/WK \$ 244.21	\$ 422.18
River Ridge Elementary	1 - 8yd, 5X/WK \$ 303.10	\$ 545.58
Ryland Heights Elementary	2 - 6yd, 3X/WK \$ 293.05	\$ 253.31
Taylor Mill Elementary	1 - 8yd, 5X/WK \$ 303.10	\$ 545.58
White's Tower Elementary	1 - 6yd, 5X/WK \$ 244.21	\$ 422.18
Summit View Middle	1 - 8yd, 5X/WK \$ 69.36	\$ 545.58
	1 - 6yd, 5X/WK \$ 244.21	\$ 422.18
	1 - 2yd, 3X/WK \$ 303.10	\$ 123.41
Summit View Elementary	2 - 6yd, 5X/WK \$ 488.42	\$ 422.18
Turkey Foot Middle	1 - 8yd, 5X/WK \$ 303.10	\$ 545.58
Twenhofel Middle	2 - 2yd, 2X/WK \$ 46.24	\$ 82.27
	1 - 4yd, 5X/WK \$ 231.22	\$ 324.75
	1 - 8yd, 5X/WK \$ 303.10	\$ 545.58
Woodland Middle School	1 - 8yd, 5X/WK \$ 303.10	\$ 545.58
Dixie Heights High School	1 - 8yd, 5X/WK \$ 606.20	\$ 545.58
Scott High School	1 - 6yd, 2X/WK \$ 97.68	\$ 166.87
	1 - 8yd, 5X/WK \$ 303.10	\$ 545.58
Simon Kenton High School	1 - 4yd, 2X/WK \$ 92.48	\$ 129.90
	1 - 6yd, 2X/WK \$ 97.68	\$ 166.87
	1 - 8yd, 5X/WK \$ 606.20	\$ 545.58
The Academies	1 - 4yd, 1X/WK \$ 46.24	\$ 64.95
	1 - 30yd, On-Call \$ 360.00	\$ 425.00
KCBOE South	1 - 8yd, 1X/WK \$ 60.62	\$ 109.12
Transportation Office	1 - 2yd, 2X/WK \$ 23.12	\$ 82.27
Montly Subtotal	\$ 7,429.45	\$ 11,132.16
Annual Sub-total	\$ 89,153.40	\$ 133,585.92
Total Points		
2. ADDITIONAL PICK-UP SERVICE (As Needed)	BEST WAY	RUMPKE
	Price Per Pick up	Price Per Pick up
2 Yard Container	\$ 23.12	\$ 60.00
4 yard Container	\$ 38.00	\$ 60.00
6 Yard Container	\$ 50.00	\$ 60.00
8 Yard Container	\$ 60.00	\$ 60.00
30 Yard Roll-Off	\$ 360.00	\$ 425.00
Total	\$ 531.12	\$ 665.00
3. CHANGES TO CURRENT CONFIGURATIONS	BEST WAY	RUMPKE
	Price Per Pick up	Price Per Pick up
2 yard ³ container - 1 pick-up/week	\$ 23.12	\$ 41.14
2 yard ³ container - 2 pick-up/week	\$ 46.24	\$ 82.27

**KENTON COUNTY SCHOOL DISTRICT
WASTE REMOVAL & RECYCLING BID TABULATION 2022**

2 yard ³ container - 3 pick-up/week	\$ 69.36	\$ 123.41
2 yard ³ container - 4 pick-up/week	\$ 92.48	No Bid
2 yard ³ container - 5 pick-up/week	\$ 115.60	No Bid
4 yard ³ container - 1 pick-up/week	\$ 46.24	\$ 64.95
4 yard ³ container - 2 pick-up/week	\$ 92.48	\$ 129.90
4 yard ³ container - 3 pick-up/week	\$ 138.72	\$ 194.85
4 yard ³ container - 4 pick-up/week	\$ 184.96	No Bid
4 yard ³ container - 5 pick-up/week	\$ 231.20	No Bid
6 yard ³ container - 1 pick-up/week	\$ 50.00	\$ 84.44
6 yard ³ container - 2 pick-up/week	\$ 97.68	\$ 168.87
6 yard ³ container - 3 pick-up/week	\$ 146.52	\$ 253.31
6 yard ³ container - 4 pick-up/week	\$ 195.36	No Bid
6 yard ³ container - 5 pick-up/week	\$ 244.21	No Bid
8 yard ³ container - 1 pick-up/week	\$ 60.62	\$ 109.12
8 yard ³ container - 2 pick-up/week	\$ 120.00	\$ 218.24
8 yard ³ container - 3 pick-up/week	\$ 181.86	\$ 327.36
8 yard ³ container - 4 pick-up/week	\$ 242.48	\$ 436.48
8 yard ³ container - 5 pick-up/week	\$ 303.10	No Bid
Total	\$ 2,682.23	\$ 2,234.34

4. CORRUGATE CARDBOARD RECYCLING

		BEST WAY	RUMPKE
Container/ Pickup Frequency		Total Per Month	Total Per Month
Ft. Wright Elementary	1 - 8yd, 1X/WK, Front Load	\$ 51.96	\$ 95.00
Hinsdale Elementary	1 - 8yd, 1X/WK, Front Load	\$ 51.96	\$ 95.00
Kenton Elementary	1 - 8yd, 1X/WK, Front Load	\$ 51.96	\$ 95.00
White's Tower Elementary	1 - 6yd, 1X/WK, Front Load	\$ 38.67	\$ 70.00
Dixie Heights High School	1 - 8yd, 1X/WK, Front Load	\$ 51.96	\$ 95.00
Montly Total		\$ 246.51	\$ 450.00

5. ADDITIONAL CORRUGATED CARDBOARD

		BEST WAY	RUMPKE
		Price per Pickup	Total Per Month
96-Gal Cart		\$ 15.75	No Bid
2 yard ³		\$ 20.00	\$ 10.00
4 yard ³		\$ 26.00	\$ 12.00
6 yard ³		\$ 38.97	\$ 17.00
8 yard ³		\$ 51.96	\$ 22.00
Montly Total		\$ 136.93	\$ 61.00

6. CO-MINGLING WASTE RECYCLING

		BEST WAY	RUMPKE
		Price per Pickup	Total Per Month
1-Pickup		\$ 15.75	\$ 16.00
2-Pickup		\$ 31.50	No Bid
3-Pickup		\$ 47.25	No Bid
4-Pickup		\$ 63.00	No Bid
5-Pickup		\$ 78.75	No Bid
Montly Total		\$ 220.50	\$ 16.00

96-Gal Roll Out Container Monthly Rental Cost	Included	\$3.50
Total for All Services Listed Above	\$ 92,970.69	\$ 137,012.26
Total Points Awarded for Overall Cost	60.00	31.58

**KENTON COUNTY SCHOOL DISTRICT
WASTE REMOVAL & RECYCLING BID TABULATION 2022**

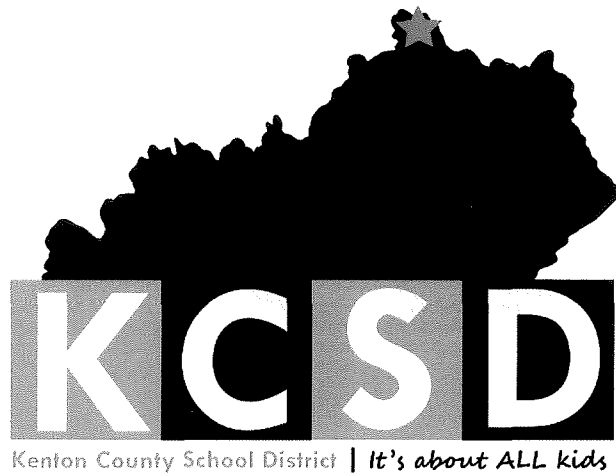
QUALITY OF SERVICE AND QUALIFICATIONS		
Perceived Quality of Service	BEST WAY	RUMPKE
Evaluator 1	4.00	10.00
Evaluator 2	6.00	9.00
Evaluator 3	3.00	9.00
Average Score	4.33	9.33
Total Points Awarded for Perceived Quality of Service	8.67	18.67
Total Points for Cost and Perceived Quality of Service	68.67	50.24



= Recommended as the best evaluated bid

**Due to Best Way being being greater than 10 points ahead of the Rumpke, references were not contacted and included in the evaluation.*

**Best Way is the current contract holder for the District.*



THE KENTON COUNTY SCHOOL DISTRICT

Bid Documents **WASTE REMOVAL & RECYCLING**

Prepared By:
Jenny Weis-Smith
Procurement Coordinator

BID/RFP No. 59-WSTR-22

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For any clarification relative to this bid, email all questions to:
jennifer.weis@kenton.kyschools.us

INVITATION TO BID

Board of Education of Kenton County, Kentucky
Equal Opportunity/Affirmative Action Employer
1055 Eaton Dr., Ft. Wright, KY 41017
P: (859) 344-8888 • F: (859) 344-1531

WASTE REMOVAL & RECYCLING

NO. 59-WSTR-22

The Board of Education of Kenton County, Kentucky (hereinafter called The Board of Education) will receive sealed bids for items and/or services listed herein. You are invited to submit a sealed bid, subject to terms and conditions of this invitation to bid. Please read all instructions and specifications carefully.

Failure to comply with these instructions shall disqualify your bid.

DELIVERY OF BID

Bids can be mailed or delivered in a sealed envelope marked **"BID NO. 59-WSTR-22 RESPONSE"**, in the lower left-hand corner, to:

Kenton County Board of Education
ATTN: Jenny Weis-Smith, Procurement Coordinator
1055 Eaton Dr.
Ft. Wright, KY 41017

Bids may also be emailed to: Kenton.purchasing@kenton.kyschools.us, with **"BID NO. 59-WSTR-22 RESPONSE"** in the subject line.

PERIOD OF CONTRACT

The period of the contract will be from **July 1st, 2022 to June 30th, 2023**

If agreed upon by both parties in April of each year, the agreement may be extended annually for up to 2 additional annual renewals. Prices may be negotiated in April of each year, but may not exceed the percentage change of the Consumer Price Index annualized (from monthly percentage changes) as published on the Bureau of Labor Statistics website.

TIME OF BID OPENING

Bids will be opened on **Wednesday, May 4th, 2022 at 2:00 pm EST.**

All bids must be received by the time and date designated in this invitation. None will be considered thereafter.

Failure to have bid submitted prior to the bid opening date, will automatically disqualify your bid.

LOCATION OF BID OPENING

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

BID AWARD

Bid will be awarded at the board meeting held on **Monday, June 6th, 2022.**

Contract(s) may be awarded to the lowest and/or the best evaluated bidder(s) meeting all specifications and conditions and are subject to all other provisions of this invitation to bid. Contracts may be awarded on an item, group or total basis; whichever is deemed to be in the best interest of The Board of Education.

KRS 45A.455 CONFLICT OF INTEREST – GRATUITIES AND KICKBACKS

1. It shall be 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 therefor, 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, 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 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 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 person gain of any other person

KRS 45A.990 PENALTIES

1. 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 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 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 **Class C felony**.

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 part of this proposal. All materials or services furnished must be in conformity with the specifications and will be subject to inspection and approval by the Procurement Coordinator. 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 herein. The bidder is instructed to complete all blanks and spaces where information concerning any items 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. **KENTUCKY MODEL PROCUREMENT CODE (KRS CHAPTER 45A):** The Kentucky Model Procurement Code (KRS 45A), 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 Kentucky Model Procurement Code Regulations, the Kentucky Model Procurement Code 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. **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, riot or other civil unrest, government order or law, actions, embargoes or blockades, national or regional emergency, or 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.
- 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. **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.
- J. **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.
- K. **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.
- L. **NON-DISCRIMINATION:** During the performance of this Contract, the Seller agrees as follows:
- a. The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, nation 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.

- b. 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.
- c. 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.

M. **DELIVERY:** The Contractor agrees to furnish and deliver the items within the terms of the contract.

- a. 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.
- b. 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.

N. **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.

- a. 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 Jenny Smith, Procurement Coordinator, Kenton County Board of Education, 1055 Eaton Drive, Fort Wright, Kentucky 41017.
- b. If samples are required, and they are not claimed, the samples will become the property of the Board of Education.
- c. 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.

O. **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.

- a. NOTE: Descriptive literature and/or manufacturer's specifications should not be submitted unless expressly requested.

P. **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.

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.

- a. 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. **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.

- a. 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.
- b. Any bids received after scheduled time of opening will not be opened.
- c. 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.
- d. 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.

S. **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".

- a. 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. Corrections made with correction fluid are to be initialed.
- b. Quote on each item separately. Prices must be stated in units specified herein.
- c. 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.

- T. **SUBSTITUTIONS:** If during the period of the contract, a vendor finds it necessary to make substitutions, they must obtain prior approval from Jenny Smith, Procurement Coordinator.
- U. **REQUIREMENTS:**
- a. All deliveries must be complete within thirty (30) days from receipt of purchase order unless otherwise stated in the bid specifications and conditions. The vendor must furnish invoices as follows:
 - b. One (1) copy to the warehouse with material at time of delivery.
 - c. Two (2) copies of invoice (original and one copy) to the Accounts Payable Department along with a signed delivery receipt as proof of delivery.
 - d. No more than one (1) back order or partial delivery may be allowed on these items, unless otherwise stated herein. Ship complete within sixty (60) days or cancel.
 - e. 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.
 - f. All invoices must show purchase order number, date of delivery, name of location and a list of items delivered by item name.
- V. **OTHER CONDITIONS:** All blanks and information requested are to be completed on the Bid Form in order to qualify your bid.
- a. 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.
 - b. Do not bid any special groupings other than those listed herein.
- W. **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.
- X. **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.
- Y. **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.
- Z. **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.
- AA. **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.
- a. 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.
 - b. 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.

- c. 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.
- BB. **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.
- CC. 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 The Kenton County School District.
- DD. **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.
- EE. The procedure is as follows:
 - a. 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.
 - b. The vendor may have up to two (2) weeks from the date of issue to respond to Kenton County Schools in writing.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. Please refer to this policy on page 8 of Purchasing Procedures and Guidelines as published on the Kenton County Board of Education's website: <https://www.kenton.k12.ky.us/Content2/294>
- FF. **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).
 - a. 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.
 - b. 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.
- GG. **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
- HH. 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."
- II. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
 - a. *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 while 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.*
- JJ. **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.

- a. "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.
- KK. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.
- LL. 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.
- MM. 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.
- NN. 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.
- OO. 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.
- PP. 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.
- QQ. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.
- RR. **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.
 - a. 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;
 - b. 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);
- SS. **OR**
- TT. 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;
 - a. 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;
 - b. 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;
 - c. 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
 - d. 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.
 - e. 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

**THE KENTON COUNTY SCHOOL DISTRICT
WASTE REMOVAL & RECYCLING
SPECIAL CONDITIONS - Page 1 of 2**

AWARDING OF CONTRACT

Contracts may be awarded to the lowest responsible and responsive bidder meeting all specifications and conditions, and subject to all other provisions of this Invitation to Bid. The Board of Education has the right to reject any and all bids if it is deemed in the its best interest.

FIRM PRICES

Price(s) are to remain firm for the period of the contract.

WORKMANSHIP AND QUALIFICATIONS

The work outlined shall be done by an experienced, qualified contractor that will perform in a professional manner in strict compliance with safety requirements prescribed in current standards of O.S.H.A., state and local codes. Where there is a conflict in the minimum standards to be met among various codes, the most stringent will take precedence.

REFUSE

All refuse resulting from the work performed under this contract(s) will be properly disposed of by the contractor.

INSURANCE

General Conditions require contractors working for the Kenton County Board of Education, at a minimum, to carry liability and workmen's compensation insurance and to furnish proof of such coverage. The minimum coverage acceptable for this RFP is:

- a. Statutory Workman's Compensation Insurance on each employee.
- b. Public Liability not less than \$1,000,000 single limit per occurrence.
- c. Property Damage Liability, including Contractual Liability, with limits of not less than \$1,000,000 single limit per occurrence.
- d. Automobile Liability Insurance, including all Owner, non-Owner or hired vehicles, with limits of not less than \$500,000.00 single limit per occurrence.

PAYMENT & PAYMENT TERMS

PAYMENT TERMS ARE NET 30 TO 60 DAYS.

- Payments are made the day following the regularly held monthly KCSD Board meeting. The Board attempts to be timely with all payments but is required to follow all Board policies and procedures for payments.
- Checks/payments are run once a month and are subject to deadlines for the monthly KCSD Board meeting. All invoices received after the check run deadline must wait until the following month for payments.

CONTRACT TERMINATION

The Kenton County School District reserves the right to terminate this contract for reasons of contractor non-compliance with the terms discussed in these specifications, for poor performance or for contractor actions which in any way endanger personnel and/or property at any of the KCSD locations, or for the District's sole convenience. Such termination shall be by 60 days written notice.

OTHER CONDITIONS

- All Blanks and information requested are to be completed on the bid forms in order to qualify your bid
- The Board of Education reserves the right to make multiple awards to two or more companies if it is in the best interest of the Board of Education. Do not bid any special groupings other than those listed herein.
- For any clarification relative to this bid, email all questions to jennifer.weis@kenton.kyschools.us

**THE KENTON COUNTY SCHOOL DISTRICT
WASTE REMOVAL & RECYCLING
SPECIAL CONDITIONS - Page 2 of 2**

AWARDING OF CONTRACT(S)

Contracts may be awarded to the best overall evaluated bidder meeting all specifications and conditions, and subject to all other provisions of this invitation to bid. The Board of Education reserves the right to reject any and all bids, if it is deemed in its best interest. Bids will be evaluated based on the following criteria:

Price (Overall Cost)	60 points
Quality of Service and Qualifications	20 points
References	10 points
<hr/>	
Total	100 points

Price (Overall Cost) – 60 points

All pricing shall be itemized by school, including monthly cost by type of container/material to be removed, frequency of pick-ups, etc.

The price figure shall be arrived at by awarding the low bidder a score of 60 points. The other bidders shall be awarded a percentage of the total using the low-price bidder as the baseline.

Example: Bidder A bids \$100.

Bidder B bids \$110.

Bidder A receives 60 points.

Bidder B receives points as follows: $(1 - ((\text{Bid B} - \text{Bid A}) / \text{Bid A})) \times 60 \text{ points} = 54 \text{ points}$

Perceived Quality of Service – 20 points

From a written service proposal (3-page maximum) supplied with this bid, an overall score of 0-20 shall be awarded to each bidder. The score shall be subjective based upon the perceived level of service offered including but not limited to:

- Company background
- Program services and the scope of these services
- Implementation strategies including timelines
- Safety policies and training procedures for fleet and drivers
- How your company communicates with the client and with the fleet

References – 10 points

A list of three (3) existing references, similar in size and scope of KCSD, for whom you have performed similar services. (Appendix B). Each of these references will be contacted and asked overall on a scale of 1-10 to rank their experience. The three scores shall be averaged and this average will be the bidders score.

Total – 100 points

Contract(s) may be awarded to the lowest and/or best evaluated bidder(s) meeting all specifications and conditions and subject to all other provisions of the 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.

**THE KENTON COUNTY SCHOOL DISTRICT
WASTE REMOVAL & RECYCLING
BID SPECIFICATIONS – Page 1 of 2**

1. SCOPE

The Kenton County School District (KCSD) is seeking bids for the collection and disposal of waste and single stream recycling services. It is the intent of KCSD to contract with one vendor for these services.

GENERAL REQUIREMENTS

- 1.1. Successful bidder shall be required to furnish all labor and equipment necessary to adequately facilitate the removal of waste.
- 1.2. Successful bidder shall supply all waste containers at monthly rental prices to the KCSD.
 - New or additional units are to be supplied at the same bid price per unit for waste collection.
 - Containers for recycling should be easily distinguishable from refuse containers.
- 1.3. All waste containers shall be kept clean, in good repair and free of pests.
 - Containers must be cleaned twice monthly and deodorized weekly.
- 1.4. Successful bidder must provide an adequate number of front and rear-end load trucks, personnel, and waste containers to adequately service the district. Vehicles used by contractor personnel shall be identified in accordance with state and local regulations.
- 1.5. Successful bidder shall legally dispose of the waste, garbage, trash and refuse at licensed municipal solid waste landfills. The contractor shall specify landfill locations and proof of applicable federal and state licensing for all facilities to be utilized during the period of the contract.
 - KCSD shall not be held responsible for any issues or liability associated with the transportation and disposal of waste collected.
- 1.6. Unit prices will prevail for any new or deleted location or extra pick-up requested under this contract.
- 1.7. Contractor is responsible for immediately cleaning up any strewn litter or garbage and other contaminants caused as a direct result of the contractor's operations.
- 1.8. Successful bidder shall include a list of any restrictions in the collection procedure or schedules the KCSD needs to consider on the bid form.

2. SERVICE SCHEDULE AND CHANGES

- 2.1. A weekly schedule of regular pick-ups required under this contract is listed on the Bid Form.
- 2.2. KCSD may increase or decrease services at any existing location at any time, without penalty.
 - Contractor will have 7-days from receipt of written notice to implement requested changes.
- 2.3. In those cases where a location has an urgent temporary need of an extra pick-up, the contractor shall empty the waste containers at that location within a 24-hour period upon notice from the Support Operations Department.
- 2.4. Successful bidder agrees to adjust the waste removal schedule during Spring Break, Winter Break and the Summer months on a pre-approved schedule furnished by the Support Operations Department.

3. MISSED PICKUPS

- 3.1. Interruptions in the regularly scheduled weekly pick-ups not authorized by the Support Operation Department, causing missed pick-ups, will not be paid by KCSD.
- 3.2. A series of serious interruptions in the regular weekly schedule continuing for a period longer than 2 calendar weeks, as determined by KCSD, will be considered grounds for termination of this contract.

**THE KENTON COUNTY SCHOOL DISTRICT
WASTE REMOVAL & RECYCLING
BID SPECIFICATIONS – Page 1 of 2**

KCSD POSSIBLE SERVICE LOCATIONS				
Location	Address	City	State	Zip
Beechgrove Elementary	1029 Bristow Rd.	Independence	KY	41051
Caywood Elementary	3300 Turkeyfoot Rd.	Edgewood	KY	41051
Ft. Wright Elementary	501 Farrell Dr.	Ft. Wright	KY	41017
Hinsdale Elementary	440 Dudley Rd.	Edgewood	KY	41017
Kenton Elementary	11246 Madison Pike	Independence	KY	41051
Piner Elementary	2845 Piner Ridge Rd.	Morning View	KY	41063
River Ridge Elementary	2772 Amsterdam Rd.	Villa Hills	KY	41017
Ryland Heights Elementary	3845 Stewart Rd.	Ryland Heights	KY	41015
Taylor Mill Elementary	5907 Taylor Mill Rd.	Covington	KY	41015
White's Tower Elementary	2977 Harris Pike	Independence	KY	41051
Summit View Academy	5006 Madison Pike	Independence	KY	41051
<i>Summit View Middle</i>				
<i>Summit View Elementary</i>				
Turkey Foot Middle	3230 Turkeyfoot Rd.	Edgewood	KY	41017
Twenhofel Middle	11846 Taylor Mill Rd.	Independence	KY	41051
Woodland Middle School	5399 Pride Parkway	Taylor Mill	KY	41015
Dixie Heights High School	3010 Dixie Hwy	Edgewood	KY	41017
Scott High School	5400 Pride Parkway	Taylor Mill	KY	41015
Simon Kenton High School	11132 Madison Pike	Independence	KY	41051
The Academies	3234 Turkeyfoot Rd.	Edgewood	KY	41017
KCBOE South	11096 Madison Pike	Independence	KY	41051
Transportation Department	11800 Taylor Mill Rd.	Independence	KY	41051

**THE KENTON COUNTY SCHOOL DISTRICT
WASTE REMOVAL & RECYCLING
BID FORM – Page 1 of 4**

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 numbers received or the word "none" if no addenda received.)

Prices on bid must be valid for the duration of the "Period of Contract", or the bid will not be accepted. We, the undersigned, hereby agree to furnish to the Board of Education with the services as described as may be required during the year from date of contract in accordance with specifications and general conditions all of which form a part hereof.

Company _____

Contact/Title _____

Street Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

E-Mail Address _____

Authorized Bidder's Name (print) _____ Date _____

Authorized Bidder's Signature _____ Date _____

**THE KENTON COUNTY SCHOOL DISTRICT
WASTE REMOVAL & RECYCLING
BID FORM – Page 2 of 4**

1. WASTE REMOVAL

List the price for “Monthly Container Rental”, “Monthly Pick-up Service” and “Total per Month” for each location below based on the container size and frequency of pick-up. Service includes normal waste containers. *(Please list the price as an individual container – do not combine pricing based on quantity).*

School Name	Container Size	QTY	Pickup Frequency	Load Type	Monthly Container Rental	Monthly Pickup Service	Total per Month
Beechgrove Elementary	8 Yard	1	5x per week	Front	\$	\$	\$
Caywood Elementary	8 Yard	1	5x per week	Front	\$	\$	\$
Ft. Wright Elementary	6 Yard	1	5x per week	Front	\$	\$	\$
Hinsdale Elementary	8 Yard	1	5x per week	Front	\$	\$	\$
Kenton Elementary	8 Yard	1	5x per week	Front	\$	\$	\$
Piner Elementary	6 Yard	1	5x per week	Front	\$	\$	\$
River Ridge Elementary	8 Yard	1	5x per week	Front	\$	\$	\$
Ryland Heights Elementary	6 Yard	2	3x per week	Front	\$	\$	\$
Taylor Mill Elementary	8 Yard	1	5x per week	Front	\$	\$	\$
White’s Tower Elementary	6 Yard	1	5x per week	Front	\$	\$	\$
Summit View Middle	8 Yard	1	5x per week	Front	\$	\$	\$
	6 Yard	1	5x per week	Front	\$	\$	\$
	2 Yard	1	3x per week	Front	\$	\$	\$
Summit View Elementary	6 Yard	2	5x per week	Front	\$	\$	\$
Turkey Foot Middle	8 Yard	1	5x per week	Front	\$	\$	\$
Twenhofel Middle	2 Yard	2	2x per week	Front	\$	\$	\$
	4 Yard	1	5x per week	Front	\$	\$	\$
	8 Yard	1	5x per week	Front	\$	\$	\$
Woodland Middle School	8 Yard	1	5x per week	Front	\$	\$	\$
Dixie Heights High School	8 Yard	2	5x per week	Front	\$	\$	\$
Scott High School	6 Yard	1	2x per week	Front	\$	\$	\$
	8 Yard	1	5x per week	Front	\$	\$	\$
Simon Kenton High School	4 Yard	1	2x per week	Front	\$	\$	\$
	6 Yard	1	2x per week	Front	\$	\$	\$
	8 Yard	2	5x per week	Front	\$	\$	\$
The Academies	4 Yard	1	1x per week	Front	\$	\$	\$
	30 Yard	1	On Call	Roll-Off	\$	\$	\$
KCBOE South	8 Yard	1	1x per week	Front	\$	\$	\$
Transportation Office	2 Yard	1	2x per week	Front	\$	\$	\$

**THE KENTON COUNTY SCHOOL DISTRICT
WASTE REMOVAL & RECYCLING
BID FORM – 3 of 4**

2. ADDITIONAL PICK-UP SERVICE

List the price for an “as needed” additional pick-up request for existing containers at the locations listed above.

Container Size	Price Per Pick-up
2 Yard	\$ _____
4 Yard	\$ _____
6 Yard	\$ _____
8 Yard	\$ _____
30 Yard Roll-Off	\$ _____

3. CHANGES TO CURRENT LOCATION CONFIGURATIONS

Price associated with adding/changing a current location configuration

Container Size	Number of Pickups a Week				
	1 Pick-up	2 Pick-ups	3 Pick-ups	4 Pick-ups	5 Pick-ups
2 Yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4 Yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 Yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 Yard	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

4. CORRUGATE CARDBOARD RECYCLING:

In order to reduce the waste stream produced by each school, corrugated cardboard recycling may be initiated. Each school would be responsible for sorting the materials and placing them in the appropriate container. Below please provide a monthly rental price for each container size and the charge for pick-up.

School Name	Container Size	QTY	Pickup Frequency	Load Type	Monthly Container Rental	Monthly Pickup Service	Total per Month
Ft. Wright Elementary	8 Yard	1	1x per week	Front-Cardboard	\$ _____	\$ _____	\$ _____
Hinsdale Elementary	8 Yard	1	1x per week	Front-Cardboard	\$ _____	\$ _____	\$ _____
Kenton Elementary	8 Yard	1	1X per week	Front-Cardboard	\$ _____	\$ _____	\$ _____
White's Tower Elementary	6 Yard	1	1x per week	Front-Cardboard	\$ _____	\$ _____	\$ _____
Dixie Heights High School	8 Yard	1	1x per week	Front-Cardboard	\$ _____	\$ _____	\$ _____

**THE KENTON COUNTY SCHOOL DISTRICT
WASTE REMOVAL & RECYCLING
BID FORM – 4 of 4**

Additional Corrugated Carboard – Please list the monthly rental price and charge per pick up for each container size for potentially providing new service at schools not currently participating:

Container Size	Monthly Container Rental Cost	Price Per Pick-up
96-Gal Cart	\$	\$
2 Yard	\$	\$
4 Yard	\$	\$
6 Yard	\$	\$
8 Yard	\$	\$

5. CO-MINGLED WASTE RECYCLING

Includes steel cans and glass containers.

(For evaluation purposes, assume a quantity of 7 monthly rentals: two – 1 day per week pick-ups, one – 2 day per week pick-ups, one – 3 day per week pick-ups, one – 4 day per week pick-ups and two – 5 day per week pick-ups.)

Number of Pickups a Week				
1 Pick-up	2 Pick-ups	3 Pick-ups	4 Pick-ups	5 Pick-ups
\$	\$	\$	\$	\$

96gal Roll-Out Container Monthly rental cost \$

List additional items ALLOWED in Co-Mingled Waste Recycling:

_____	_____
_____	_____
_____	_____
_____	_____

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 therefor, 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 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.

Signature

Date

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

Solicitation/Contract: _____

**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: _____

**THE KENTON COUNTY SCHOOL DISTRICT
WASTE REMOVAL & RECYCLING
REFERENCES**

Please list three references, similar in size and scope of KCSD, for whom you have performed similar services

Company Name _____

Contact Name _____

Phone No. _____

Email _____

Company Name _____

Contact Name _____

Phone No. _____

Email _____

Company Name _____

Contact Name _____

Phone No. _____

Email _____

**THE KENTON COUNTY SCHOOL DISTRICT
WASTE REMOVAL & RECYCLING
CHECKLIST**

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 your bid.

- _____ Quality of Service Write-up *(3-page maximum)*
- _____ Three References
- _____ Proof of Required Insurance
- _____ Completed Attached Bid Forms *(pages 14-17)*
- _____ Signed and Dated Conflict of Interest Form *(page 18)*
- _____ Resident Bidder Form *(page 19)*
(Only firms claiming Kentucky Resident Bidder Status are required to complete and return this form)

NOTES:

The awarded contractor(s) shall be responsible to provide The Board a current W-9 within 7 days of bid award notification.