INVITATION TO BID

BID/RFP No.:	**59-TNK-25**
DATE ISSUED:	**10/09/2024**
QUESTIONS DEADLINE:	**10/15/2024**
BID CLOSING DATE:	**10/21/2024**
TITLE:	**Underground Tank Removal**
CONTRACT ADMINISTRATOR NAME:	**Jennifer Smith, Procurement Coordinator**
EMAIL CONTACT:	kenton.purchasing@kenton.kyschools.us
METHOD OF AWARD:	**Low 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: MONDAY, OCTOBER 21, 2024 by 1:00 PM EST.

Delivery of Bid:

1. Bids can be mailed or delivered in a sealed envelope marked: "**BID No. 59-TNK-25**" or;
2. Emailed with "**BID No. 59-TNK-25 RESPONSE**" in the subject line.

Bid Delivery Address:
Kenton County Board of Education
Attn: Purchasing Department
1055 Eaton Dr.
Ft. Wright, KY 41017

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

Bid Opening:

1. Bids will be opened on **October 21, 2024, at 1:00 PM EST**.
2. All bids must be received by the time and date designated in this invitation. None will be considered thereafter.
3. Bids will be opened and read in the Purchasing Department at the Kenton County Board of Education. Bidders are invited to attend the bid opening.

Bid Award:

1. Bid will be awarded at the Board meeting held on **Monday, November 4, 2024.**

Period of Contract:

1. The period of the contract will be from **November 5, 2024 until February 28, 2025.**

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 shall 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 shall remain firm during the term of the contract.**

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, a School Activity Fund Purchase Order, or Work Order.

1.12. **INVOICE AND PAYMENT TERMS:** Invoices and packing slips shall 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 shall 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
1055 Eaton Dr.
Ft. Wright, 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 items and/or services. The Board reserves the right to purchase specific items and/or services 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 under section 5 of the bid documents.
   - All blanks and information requested shall 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 4 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 shall remain 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" under section 4. Unless otherwise specified, prices shall be Free on Board (F.O.B.) DESTINATION, without additional charge.

2.7. **FUEL SURCHAGES, MILEAGE, and/or MISCELLANEOUS CHARGES:** Awarded bidder(s) shall not add fuel surcharges, mileage charges, or other miscellaneous charges to invoices. All charges shall be included in the bid price(s) or specified under "Exceptions" in Section 4 of the bid documents.

2.8. **SPECIFICATIONS:** Specifications are attached and part of this proposal. All materials or services furnished shall 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
1055 Eaton Dr.
Ft. Wright, 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:** The brand or trade name, manufacturer's name, and/or catalog number shall be listed in the column provided. 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 shall 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 shall 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 shall be documented by referencing the applicable paragraph(s) and explained in detail, as defined in Section 4 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 sealed bids from experienced and qualified vendors for the removal of two (2) 10,000-gallon fiberglass underground storage tanks (USTs) and the associated fiberglass piping located at 500 Dudley Rd., Edgewood, KY 41017.

3.2. GENERAL REQUIREMENTS

1. Awarded bidder shall be licensed to perform work in the state of Kentucky.
2. Awarded bidder shall be responsible for obtaining all permits, governmental fees, licenses, and inspections necessary for proper execution and completion of the work in accordance with all local, state and/or federal regulations.
3. Awarded bidder shall be responsible for protecting the construction site, keeping the work area free of hazards, and maintaining a safe and secure site.
4. Awarded bidder shall be responsible for submitting the "Notice of Intent to Remove" (NOI) form to the Kentucky Division of Waste Management (KDWM).
5. Awarded bidder shall verify that no underground utilities interfere prior to beginning work.

3.3. SPECIFICATIONS

1. Removal and disposal of tank liquids and/or removal of tank pit water (if required by state).
2. Removal and disposal of contaminated soils (if any present).
3. Removal of the two (2) 10,000-gallon fiberglass USTs and associated piping.
   - Under no circumstances shall the tank be cut-up or broken into pieces on-site.
4. Clean and properly dispose of the tanks and piping.
5. Backfill tank pit with the excavation material (if there is no evidence of contamination) and finishing to surface grade with #57 limestone aggregate.
6. Properly dispose of all recyclable and non-recyclable residual tank materials.
7. Collect and analyze all samples necessary to compete the required report to the USTB.
8. Complete regulatory required notifications and reporting, including Closure Assessment Report (CAR).

3.4. COMPLETION

All work shall be completed by **February 28, 2025.**

3.5.

3.6. PRE-BID SITE VISIT

A pre-bid site visit will be held on **Monday, October 14th, 2024 at 9:00 AM EST**. Failure to attend may impede the ability of the firm to bid effectively. Prospective bidders shall meet District personnel at 500 Dudley Rd., Edgewood, KY 41017.

3.7. QUESTIONS

1. Deadline to submit questions is **Tuesday October 15th, 2024 at 9:00 AM EST**
2. Questions must be submitted in writing to kenton.purchasing@kenton.kyschools.us

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 the removal and disposition of two (2) 10,000-gallon fiberglass underground storage tanks (USTs) and the associated fiberglass piping located at 500 Dudley Rd., Edgewood, KY 41017 in accordance with the bid specifications listed herein, to be completed by February 28, 2025:

TOTAL BID PRICE: $_____

Additional Charges, if needed:

1. Disposal of tank pit water and/or liquids $_____ per gallon
2. Non-hazardous drum disposal $_____ per drum
3. Hazardous drum disposal $_____ per drum

Lead Time to Complete: _____ day(s) after receipt of purchase order

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

Signature of Authorized Agent _____ Date_____

Printed Name and Title _____

Name of Company _____

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

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

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

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

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

_____ _____
Signature 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

7. 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 11*
4.	_____	**Bid Form**	*Page 12*
5.	_____	**Kentucky Resident Bidder *(if applicable)***	*Page 13*
6.	_____	**Proof of Required Insurance**	*(See page 3, 1.6, for requirements)*
7.	_____	**Proof of License**	*(See page 10, 3.2, for requirements)*