

**REFUSE DISPOSAL SERVICE SPECIFICATION
BID #00020
USD # 500
Kansas City Kansas Public Schools**

MAIL OR HAND DELIVIER BID TO:

Robert Young, Director- Purchasing
Unified School District # 500
Central Office- Room 370
2010 North 59th Street
Third Floor
Kansas City, KS 66104

RE: Refuse Disposal Service: Bid #00020

BIDS ARE DUE BY: June 9, 2011, at 11:00 a.m.

Faxed copies are **not** acceptable
Bid Bond of 5% is required right after bid is awarded

The Owner (USD #500) reserves the right to accept any and all bids. The Owner also reserves the right to accept or reject any or all bids and reserves the right to final judgment as to awarding the bid.

NOTICE TO BIDDERS AND SPECIFICATIONS FOR REFUSE DISPOSAL SERVICE

The Board of Education of Unified School District #500, Kansas City, Kansas is seeking bids for a twelve-month term and service contract for the furnishing of trash removal and disposal services for the facilities in the attached Schedule A.

All bids must be made in accordance with these instructions, and delivered sealed at the office of Bob Young, the Director of Purchasing, KCK School District Central Office, 2010 N. 59th Street, Kansas City, Kansas, not later than 11:00AM, Thursday, June 8, 2011, otherwise your bid will be **REJECTED**. The sealed bid should be plainly marked: **“Bid 00020 - Refuse Disposal Service”**. No bids will be received after the time and date above specified.

All bids must be prepared on the forms provided in this Invitation to Bid and submitted in accordance with these instructions. Bids are to be based on servicing all of the schools and facilities listed on Schedule A, attached hereto and incorporated herein. By submitting a bid, you offer to enter into a contract for these services, and your bid is irrevocable for sixty (60) days following the response deadline of June 8, 2011, or amendments thereto. The Board of Education reserves the right to waive any defects in the offer to any bidder, and to reject any or all offers and to request additional information from any or all bidders.

A **mandatory pre-bid meeting** will be held on Thursday, June 1, 2011, 10:00AM, at the Maintenance Shop, 313 N. 10th Street, Kansas City, Kansas. If the meeting is a problem, please call Ira S. Lourie, Director – Physical Properties, 913-627-3850.

If you have questions concerning this Invitation to Bid, call Ira S. Lourie, Director - Physical Properties at 913-627-3850. All changes or corrections to the Invitation to Bid will be handled by addenda issued by the Director - Physical Properties.

YOUR RETURNED BID MUST CONSIST OF:

- 1) All pages of the Invitation of Bid, including the Affidavit, fully executed and notarized;
- 2) The statement of vendors qualifications, fully completed by the Bidder;
- 3) Your completed “Basis of Price for Multi-Year Contract” form (page 3);
- 4) Your written quotation of prices on the Bid Sheet;
- 5) The listing of any subcontractors or proposed subcontractors included in your bid, fully completed and signed;
- 6) Evidence of your compliance with all insurance requirements of this Invitation to Bid.

GENERAL SPECIFICATIONS – REFUSE DISPOSAL SERVICE

1. This contract shall be administered by the Director of Physical Properties, Unified School District No. 500, Kansas City, Kansas. All communications by and between the Contractor and the Board of Education shall be solely through the Director of Physical Properties or his designee. The Contractor shall allow the Director of Physical Properties or his designee to inspect Contractor’s performance and the records of the Contractor pertaining to any duty arising under this contract.

2. The initial term of this Agreement shall be for twelve consecutive months commencing August 1, 2011, and continuing through July 31, 2012. The Board of Education shall have the option to extend this contract beyond its original term as explained in “Basis of Price for Multi Year Contracts” on page 3 of this specification.

3. The Contractor shall indemnify, defend and hold harmless the Board of Education and all persons acting on behalf thereof, against all damages to persons and property which may arise out of the operations or work included or undertaken in the performance of this Contract, including all claims for personal injuries and property damage, and all losses, costs, expenses, attorneys fees or judgments which may arise out of any claims against the Board of Education as a result thereof. Contractor shall purchase and maintain as a minimum the following insurance coverages which shall specifically designate the Board of Education as an additional insured:

Type of Coverage	Amount of Coverage
General Public Liability	\$1,000,000
Property Damage	\$500,000
Workers Compensation	as required by law

4. Except as specifically provided herein, the Contractor shall not sublet, sell, transfer, assign or otherwise dispose of any portion of this Contract to any individual, firm, or corporation without the express written consent of the Board of Education in advance of such transfer. The consent of the Board of Education will not be given unless the Contractor has submitted satisfactory evidence that the proposed Subcontractor is qualified to provide the work and services and is otherwise in full compliance with the requirements of this Agreement and the policies and regulations of the Board of Education. The Subcontractor, if any, shall bind the Subcontractor to comply with all requirements of this contract. No assignments, transfer or subletting, even though consented to by the Board of Education, shall in any manner relieve the Contractor of its liabilities or responsibilities under this Contract.

BASIS OF PRICE FOR MULTI YEAR CONTRACTS

Unified School District 500 retains the right to renew this initial contract under the same terms and conditions upon mutual agreement with the vendor. Renewals are to be done on a yearly basis for no more than five (5) years.

Price escalation, during the optional renewal period, will be allowed and subject to one (1) adjustment per period (per year). The requested increase must be that of the general industry. In this event, written notification stating the requested increase and supporting document justifications must be forwarded to the school district. Upon Unified School District 500's approval, this request will become effective thirty (30) days from the date the notice was received by the school district from the contractor. The contractor's requested percentage increase must not exceed that of the Consumer Price Index (Midwest Region) increase for that period. If the contractor fails to justify the requested increase the school district reserves the right to reject the price increase and cancel the balance of the contract.

If any price reductions are announced during the contract period, Unified School District 500 shall receive benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the school district.

Note that evaluations of this bid for purpose of award shall consider the **maximum percentage** indicated below as the percentage to be used when extending projected costs over the five (5) year life of the contract in determining the total cost of the contract.

1. All prices shall be firm for the first year of the contract. A maximum increase of five (5%) percent per year. Markup on materials and sub-contractors (as applicable) shall remain the same for the life of the Contract.

1 st Year equal base year for contract cost (August 1, 2011- July 31, 2012)	\$ _____
2 nd Year (1 st year base x % ____ = 2 nd year base (August 1, 2012-July 31, 2013)	\$ _____
3 rd Year (2 nd year base x % ____ = 3 rd year base (August 1, 2013 – July 31, 2014)	\$ _____
4 th Year (3 rd year base x % ____ = 4 th year base (August 1, 2014 – July 31, 2015)	\$ _____
5 th Year (4 th year base x % ____ = 5 th year base (August 1, 2015- July 31, 2016)	\$ _____

Specifications for Refuse Disposal Service

5. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor or any Subcontractor hereunder, whether voluntary or involuntary, or upon the appointment of a receiver, trustee or assignee for the benefit of creditors, the Contractor must notify the Board of Education's Director of Physical Properties immediately in writing. In such event, the Board of Education reserves the right in its sole discretion, to either affirm the Contract, or cancel the Contract and hold the Contractor responsible for damages.

6. This Contract shall be construed according to the laws of the State of Kansas. The Contractor must be licensed and in good standing with the Secretary of State of the State of Kansas and all other local, State or Federal regulatory agencies as may be required by law or regulation.

7. Prices quoted in this Contract shall be firm and final. All prices quoted are net and shall not include taxes, as the Board of Education is a tax exempt organization.

8. The Board of Education reserves the right to split the award of any bid, to reject all or part of bids, to waive technical defects in bids, and to select bid(s) deemed most advantageous to the Board of Education. The Board of Education shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the bidder affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid. Bidders may bid on any portion of this Contract or on all items at their discretion.

9. Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the requirements, conditions, specifications, or other provisions of the Invitation to Bid must be made in writing and attached to the bid when it is submitted by the Contractor. Exceptions made in any other manner or form whether by omission or inclusion, shall not be included as a part of the resulting contract. Exceptions which are made by the Contractor and entered on the Contractor's bid proposal shall be deemed a part of the resulting Contract by a mutually executed Amendment to the Contract. Exceptions which are not incorporated as a part of said Amendment shall not be included in the Contract nor be binding upon the Board of Education and the requirements, conditions, specifications, and provisions of the Invitation to Bid shall prevail.

10. The Contractor shall be bound by its offer even though the offer is based on an erroneous calculation. The Contractor shall have no right to withdraw its offer after the response deadline on the basis of an error in calculation of its offer.

11. The Contractor and Subcontractors, if any, performing or contracting to perform any duty contemplated by this Invitation to Bid shall keep themselves fully informed of all national, state and local laws, ordinances and regulations in any manner effecting the performance of this Contract, and shall at all times comply with such laws, ordinances and regulations. The failure to so comply on the part of the Contractor or any Subcontractor shall be deemed a default by the

Contractor and shall entitle the Board of Education to terminate this Agreement upon seven days written notice.

12. Contractor warrants that no officer or employee of the Board of Education, whether elected, appointed or employed, shall in any manner whatsoever be interested in or receive any benefit from the profits or benefits of this Contract. No official or employee of the Board of Education who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this Contract shall voluntarily acquire any personal interest, directly or indirectly in this Contract. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further warrants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Contract.

13. The Contractor understands and agrees that the Board of Education reserves and shall have the right to examine, inspect and audit, during reasonable office hours, the books and records of the Contractor pertaining to the finances and operation of the Contractor in the performance of this Contract.

TRASH DISPOSAL AND REMOVAL SPECIFICATIONS

1. The Contractor is expected to examine in advance the premises upon which the services are to be provided.

2. The Contractor shall furnish and service exterior “drop-off” containers at the locations designated on Schedule A, attached hereto and incorporated herein. At the Central Kitchen facility, the container(s) shall be flat-top and lidless and placed inside the facility. The exterior drop-off containers shall be placed flat on the ground in the space(s) provided with advice and consultation between the Board of Education and the Contractor. Rear load containers (2 and 4 yard) on castors permissible. Location, capacity (cubic yards), and frequency of pick ups/pulls by the Contractor are estimated in Schedule A of the Invitation to Bid. The Board of Education specifically reserves the right to alter the size of the container and to increase or decrease the number of pick ups/pulls at each location based upon the amount of trash generated.

3. All pick ups/pulls must be made after 6:00PM and completed prior to 7:00AM weekdays. In areas where the container is in close proximity to private residences, no collection shall occur after 10:00PM or before 6:30AM. Examples include Coronado, Rosedale, Claude Huyck, and White Church.

Specifications for Refuse Disposal Service

Exceptions to the above pick up schedule are as follows:

Central Kitchen.....two pick ups daily at 8:30AM and 2:00PM;

Transportation.....Tuesday and Thursday after 6:00PM and before 5:00AM;

J. C. Harmon High (2 yard)...on call basis for pick up; KCKPL,600 Minnesota ...on call basis;

Art Lawrence Stadium...on call basis for pick up; F.L.Schlagle Fieldhouse....on call basis;

Main Library...after 8:30PM and before 7:00AM;

F.L.Schlagle High...after 5:30AM and before 6:30AM;

Wyandotte High Stadium (2 yard)...on call basis for pick up.

If pick ups are missed or completed outside the designated times due to an inability or unwillingness to comply with contract requirements, a penalty of \$100.00 per day may be assessed.

4. Each external drop-off container shall be all steel construction, completely enclosed, and fire and rat proof. The containers shall be maintained by the Contractor, clean, free from insects, vermin and offensive odors. The Contractor shall maintain the containers externally clean and well painted so as to present a well maintained appearance. The containers shall comply with all local, State, and Federal regulations, if any. Containers which require maintenance must be replaced within one week after notification from the Board of Education. **If containers are not replaced within the required week, a penalty of \$100.00 per week or portions of a week may be assessed until the dumpster is replace.**

5. The Contractor understands and agrees that any future implementation of a Waste Reduction and Recycling Program is intended to reduce the amount of trash generated throughout the School District. The implementation of the Waste Reduction and Recycling Program may result in limited trash reduction in the early periods of this Contract and greater reductions throughout the Contract term. The Contractor agrees with the Board of Education to reduce the frequency of pick ups/pulls and the size of containers by authorization of the Director of Physical Properties throughout the term of this Contract.

6. The Contractor understands and agrees that during certain vacation schedules and summer vacation, the required number of pick ups in the designated facilities is significantly reduced. The Contractor and the Director of Physical Properties shall mutually agree as to the required schedule during such times and the Contractor shall be paid only on the basis of the actual pick ups/pulls agreed to by the Director of Physical Properties.

7. The Contractor agrees that extra or additional pick ups/pulls beyond those scheduled shall be made for the agreed upon bid price. Extra pick ups/pulls will be available on a call in basis by the Board of Education. If the Contractor receives notification by telephone prior to 8:30AM, the pick up shall be completed prior to 4:00PM of the same day. If the call is received by the Contractor after 8:30AM, the pick up/pull may be completed at any time prior to 7:00AM on the day following the request.

Specifications for Refuse Disposal Service

8. To ensure good communication, the Contractor shall call the Maintenance Shop, 913-627-3850, each day by 8:30AM to report the status of the previous nights run. If the run has been completed with no complications, the report is "completed okay". If for any reason the Contractor is unable to provide service to any facility the previous night, the report will list the buildings not yet completed and the anticipated pick up time. The Contractor and the Board of Education understand that from time to time such problems may arise, but the Contractor shall exercise its best good faith efforts to avoid such complications and to provide back up service to the fullest extent possible. Missed pick ups and late pick ups may invoke the penalty mentioned in item #3. **Failure to make this required call each day may result in a penalty assessment of \$100.00 for each day.**

9. The Contractor shall exercise its best good faith efforts to keep the parking areas near the placement of the drop-off containers neat and clean from debris and shall work cooperatively with the Board of Education where special problems arise.

10. The containers shall be emptied, picked up/pulled by the Contractor in accordance with the estimated schedule in the quotation section of the Invitation to Bid, until and unless directed otherwise by the Board of Education. The Board of Education reserves the right to modify the scheduled number of pick ups/pulls and the size of containers based on the District's demonstrated needs. All quotations provided by the Contractor shall include any and all additional fees or charges including any rental fees for containers and any disposal or tipping fees for the disposal of materials contained therein.

11. Payments for trash removal and disposal services will be invoices to and paid by the Board of Education on a monthly basis immediately following the month in which the services are rendered. All invoices by the Contractor shall be for the actual pick ups/pulls provided during the month and not on an estimated basis. Each invoice shall indicate the number of pick ups/pulls and the size of container at each location for which payment is requested by the Contractor.

12. Contractor shall be responsible for any and all damages to any Board of Education property resulting from the Contractor's operations in the performance of this Contract, which damages shall be promptly paid or repaired at Contractor's sole expense. Contractor shall obtain the Board of Education approval before making any such repairs.

13. Throughout the term of this Contract, the Board of Education may request that the Contractor relocate, enlarge or reduce the size or location of the trash containers, and otherwise request that the Contractor provide like services at other Board of Education facilities under the terms, conditions, and prices of this Contract.

14. All bidders must have the ability within their office, to process all required paperwork for invoicing the District. This is to include, but not be limited, to timely issuance of invoices with proper backup to support the amount due. Invoices may be emailed IF the contents of the email

contains a cover letter with the invoice amount and all necessary support backup to the total amount due.

15. The only exception to the detailed pickup specifications would be when school is out of session, such as Holidays, Spring Break and Summer Break. This change in pickups would be submitted in writing.

UNIFIED SCHOOL DISTRICT 500, Kansas City, Kansas

By: Ira S. Lourie, Director - Physical Properties

Bid Date: June 8, 2011
Bid Time: 11:00AM
Bid: Refuse Disposal Service

BID SHEET FOR REFUSE DISPOSAL SERVICE

Date: _____

Board of Education
Unified School District #500
Kansas City, Kansas

Director of Purchasing:

The undersigned, in compliance with your invitation for bids for refuse disposal service at the facilities of USD 500, Kansas City, Kansas having examined the notice to bidders and specifications, and the sites of the proposed work, and being familiar with all the conditions surrounding the proposed work, hereby propose to furnish all labor, materials, and equipment, and to perform the work in accordance with the contract documents at the prices stated below.

<u>Container Size</u>	<u>Cost per Pick up</u>
2 Yd.	_____
4 Yd.	_____
6 Yd.	_____
8 Yd.	_____
40 Yd. Roll Off Container rate for up to 8 tons	_____

All bidders should acknowledge addendum(s) at bid opening:
Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

SIGNATURE: _____

SCHEDULE A
UNIFIED SCHOOL DISTRICT #500

School and Address	Size of Container	Pick ups per week
F.L.Schlagle High School 2214 N. 59 th Street	6 yard	5 *****
	6 yard	5 *****
	2 yard (fieldhouse)	On Call
J.C.Harmon High School 2400 Steele Road	8 yard	5
	8 yard	5
	6 yard (VTW)	3
	2 yard (east parking lot)	On call
Sumner Academy 1610 N. 8 th Street	6 yard	5
	6 yard	5
Washington High School 7340 Leavenworth Road	8 yard	5
	8 yard	5
Wyandotte High School 2501 Minnesota Avenue	8 yard	5
	8 yard	5
	8 yard	5
	2 yard (football stadium)	On call
Argentine Middle School 2123 Ruby Avenue	8 yard	5
Arrowhead Middle School 1715 N. 82 nd Street	6 yard	3
	6 yard	5
Central Middle School 925 Ivandale	8 yard	5
Coronado Middle School 1735 N. 64 th Terrace	6 yard	3
	6 yard	5
D.D.Eisenhower Middle School 2901 N. 72 nd Street	4 yard	3
	6 yard	5
Northwest Middle School 18 th and Haskell	8 yard	5
Rosedale Middle School 36 th and Springfield	8 yard	5

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School and Address	Size of Container	Pick ups per week
West Middle School 2600 N. 44 th Street	6 yard	5
B.Banneker Elementary 2026 N. 4 th Street	6 yard	5
Bethel Elementary 7850 Yecker	4 yard	3
B. Caruthers Elementary 1100 Waverly	4 yard	5
Central Elementary 813 Barnett Avenue	4 yard	3
Chelsea Elementary 25 th and Wood	6 yard	5
Claude A. Huyck Elementary 1530 N. 83 rd Street	6 yard	3
Douglass Elementary 1310 N. 9 th Street	8 yard	3
Emerson Elementary 1429 S. 29 th Street	4 yard	5
Eugene Ware Elementary 4820 Oakland	4 yard	3
Fairfax Bridges, 3101 N. 10th	8 yard	2 (Mon./Thurs.)
Fairfax Learning Ctr, 3016 N. 9 th	4 yard	3
Fairfax Campus School, 813 Barnett	4 yard	5
Frances Willard Elementary 34 th and Orville	4 yard	5
Frank Rushton Elementary 2605 W. 43 rd Avenue	6 yard	3

Page 3 – Schedule A

School and Address	Size of Container	Pick ups per week
Grant Elementary 1510 N. 4 th Street	4 yard	5
Hazel Grove Elementary, East bldg. 2401 N. 67 th Street	2 yard	5
West bldg.	6 yard	5
John Fiske Elementary 625 S. Valley	4 yard	5
John F. Kennedy Elementary 2600 N. 72 nd Street	6 yard	5
Lindbergh Elementary 641 N. 57 th Street	4 yard	3
M.E.Pearson Elementary 310 N. 11 th Street	6 yard	5
	6 yard	5
Mark Twain Elementary 2300 Minnesota Avenue	4 yard	5
McKinley Elementary 611 N. 14 th Street	4 yard	3
Morse Early Childhood Center 912 S. Baltimore	4 yard	3
Noble Prentis Elementary 2337 S. 14 th Street	4 yard	5
Parker Elementary 3334 Haskell	4 yard	3
Quindaro Elementary 2800 Farrow	6 yard	5
Silver City Elementary 2515 Lawrence	4 yard	5
Stanley Elementary 3604 Metropolitan Avenue	4 yard	5

Page 4 – Schedule A

School and Address	Size of Container	Pick ups per week
Stony Point North Elementary 8200 Elizabeth	6 yard	3
Stony Point South Elementary 150 S. 78 th Street	4 yard	5
T.A.Edison Elementary 1000 Locust	4 yard	3
Welborn Elementary North bldg. 5200 Leavenworth Road, South bldg.	6 yard 2 yard	3 3
White Church Elementary 2226 N. 85 th Street	4 yard	3
Whittier Elementary 295 S. 10 th Street	8 yard	5
W.A.White Elementary 2600 N. 43 rd Terrace	4 yard	3
West Wyandotte Branch Library 1737 N. 82 nd Street	4 yard	3
Central Kitchen Facility 2112 N. 18 th Street	8 yard	10 ***
Storeroom Facility 2116 N. 18 th Street	8 yard	5
Storeroom/Hut 2116 N. 18 th Street	Roll off Container	On Call
Transportation Facility 6126 Parallel	6 yard	2 *****
Art Lawrence Stadium 22 nd and Lawrence	4 yard	On Call
Main Library 625 Minnesota Avenue	8 yard	5 **

School and Address	Size of Container	Pick ups per week
T.E.C	8 yard	2 Mon/Wed.
2220 N. 59 th Street	8 yard	2 Mon/Wed.
	6 yard	2 Mon/Wed.
KCKPS Central Office/Training Ctr	8 yard	5
2010 N. 59 th Street	8 yard	5
KCKPL Service Center	2 yard	3
600 Minnesota		
KCK Early Education Center	8 yard	5
1708 N. 55 th Street		

EXCEPTIONS:

**** pick up after 8:30PM at this location;**

***** times for pick up EACH DAY: 8:30AM and 2PM;**

****** pick up Tuesday and Thursday, before 5:00AM at this location.**

******* PICK UP AFTER 5:30AM AND BEFORE 6:30AM AT THIS LOCATION.**

Refuse Disposal: Service Contractor
Bid #00020
Bid date: June 9, 2011
Kansas City Kansas Public Schools

Addendum #1

1. Clarification: The pre-bid meeting is **NOT** mandatory but attendance is highly suggested.
2. The 5% bid bond is due at the time of bid opening- June 9th.
3. Bid Sheet: Each school/facility site is to have a separate bid total. This may be done on the right hand side of the sheet.

End of Addendum #1

Refuse Disposal Service Specification

Trashing Hauling Service Contract

Addendum #2

Bid Opening: June 9, 2011

1. Delete the line item for "Central Elementary School"- NO bid is required.
2. John F. Kennedy- Schedule A- page 3- change the container size to 6 (six) yard.
3. All bidders are to provide a line item cost on the right side of each page in "Schedule A" for each container location. Provide a total cost at the bottom of the last page of "Schedule A" for all locations.

End of Addendum #2