

COVINGTON INDEPENDENT PUBLIC SCHOOL DISTRICT

CUSTODIAL SUPPLIES 2022-2023

BID DOCUMENTS



-- REQUEST FOR PROPOSAL --

COVINGTON INDEPENDENT PUBLIC SCHOOLS
25 East Seventh Street
Covington, Kentucky 41011

CUSTODIAL SUPPLIES 2022-2023

The Covington Board of Education (herein after called The Board of Education) will receive sealed proposals for the items and/or services listed herein. You are invited to submit a sealed proposal, subject to the terms and conditions of this request for proposal. Please read the following instructions and specifications carefully. Failure to comply with these instructions may disqualify your proposal.

Proposals must be mailed or delivered to Shelly Varney, Covington Board of Education, 25 East Seventh Street, Covington, Kentucky 41011. All envelopes must be sealed and marked on the outside of the envelope, **“PROPOSAL: CUSTODIAL SUPPLIES 2022**

Copies of this Request for proposal may be obtained, at the above address, between 9:00 a.m. and 4:00 p.m., Monday through Friday, prior to the time and date specified for proposal opening or through the web site at www.covington.kyschools.us.

PERIOD OF CONTRACT:

The period of contract will be from May 1, 2022 or the date of Board approval (whichever is later) through April 30, 2023.

TIME AND LOCATION OF PROPOSAL OPENING:

Proposals will be accepted until 10:00 a.m. Wednesday March 23rd 2022, and opened at 10:05 a.m. March 23rd, 2022. All proposals must be received by the time designated in the invitation and none will be considered thereafter. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver the proposals on time. Proposals will be opened and read at the time and location stated above. You are invited to be present at the proposal opening.

CONTRACT AWARD:

Contract(s) may be awarded to the lowest and/or best evaluated supplier(s) meeting all specifications and conditions, and subject to all other provisions of this request for proposal, 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. Contracts may be awarded at the board meeting tentatively scheduled for April 7th, 2022.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

ANY EMPLOYEE OR ANY OFFICIAL OF THE COVINGTON INDEPENDENT PUBLIC SCHOOLS, 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 COVINGTON INDEPENDENT PUBLIC SCHOOLS, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION OFFERING TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE COVINGTON INDEPENDENT PUBLIC SCHOOLS, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO PROPOSAL FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5,000 FINE OR ONE-YEAR IMPRISONMENT OR BOTH ON CONVICTION.

GENERAL PROPOSAL INSTRUCTIONS AND CONDITIONS
(PLEASE READ CAREFULLY)

A. ACCEPTANCE OF PROPOSALS

The Board of Education reserves the right to accept any proposal, to reject any or all proposals, to waive any irregularities or informalities in proposals 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 proposal where evidence or information submitted by the supplier does not provide satisfactory proof that the supplier is qualified to carry out the details of the contract.

B. PROPOSAL DOCUMENTS

A proposal form is provided with this "Request for Proposal". All proposals must be submitted with the "Proposal Form" and **each item number clearly marked**. MSD Sheets must be provided where indicated when bid award is determined.

C. SPECIFICATIONS

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

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

The Board of Education reserves the right to waive compliance of any material or services with any particular specification where such waiver is necessary due to technical errors or inconsistencies in the preparation of such specifications.

Product must meet or exceed all specifications as of the time and date of proposal opening.

D. MODEL PROCUREMENT REGULATIONS

The Model Procurement Regulations adopted by The Board of Education shall be deemed incorporated by reference in these specifications as though quoted fully herein. In the event of any conflict between this invitation to the proposal and the Model Procurement Regulations, the Regulations shall control.

E. PERFORMANCE BOND

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

F. EXCUSE FOR NON-PERFORMANCE

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

G. PENALTIES

In case of default by the supplier, The Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the supplier for 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

The Federal Excise Tax and the Kentucky Sales and Use Tax are not to be imposed as The Board of Education will furnish the successful supplier with proper tax exemption certificates upon request.

I. PRODUCT EVALUATION

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

J. BRAND NAMES

The brand or trade name, manufacturer's name, and/or catalog number must be given in the column provided. If supplier fails to indicate brand or trade name, where requested, the item proposed may be disqualified.

K. NON-DISCRIMINATION

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

(1) The supplier shall not discriminate against any employee, applicant or subsupplier because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The supplier shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment 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 supplier agrees to post in conspicuous places, notices setting forth the provisions of this equal opportunity clause.

(2) The Supplier shall in all solicitations and/or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

(3) The Supplier shall cause any subsupplier engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

L. DELIVERY

The supplier agrees to deliver and install the items within the terms of the contract as the Purchasing Department may prescribe.

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

M. SAMPLES

Samples may be requested to assist in making decisions for awarding of contracts. The samples must be furnished by time and date specified for proposal opening. Failure to furnish samples may disqualify any proposal.

Samples shall be identical to and meet all specifications of items on which the proposal is submitted and will be checked and 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 Request for proposal. Samples are to be mailed or delivered to:

Covington Independent Public Schools
25 East Seventh Street
Covington, KY 41011
Attn: Donna Eggemeier

If samples are required, they will become the property of The Board of Education.

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

Note: Proposal samples should not be submitted unless expressly requested.

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

If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational & Safety Health Act) Standards, and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration.

O. PROPOSALS

(1) Businesses that fail to submit proposals on two (2) consecutive procurements of similar items may be removed from the applicable supplier mailing list.

(2) Tabulations will be made by the Purchasing Department and each qualified supplier will be mailed a formal tabulation after The Board of Education has taken official action. The Board of Education meetings are normally held once a month. Suppliers are requested not to call the Purchasing Department for a tabulation of the proposals.

(3) Any proposals received after scheduled time of opening will be returned unopened to the supplier.

(4) Each proposal must be in a separate sealed envelope with the name of supplier appearing in the top left hand corner of the envelope.

(5) No proposal can be corrected or altered or signed after being opened. The Board of Education will not be responsible for errors or omissions on the part of suppliers in making up their proposals. Any proposals received unsigned will be rejected.

(6) All regular proposals must be submitted in accordance with specifications on the proposal form supplied with this invitation. The submission of a proposal on the proposal form certifies that the product meets any and all specifications, except as noted on such forms.

(7) For any clarification relative to this proposal, contact Donna Eggemeier, Purchasing, Covington Independent Public Schools, 25 East Seventh Street, Covington, KY 41011, phone (859) 392-1011 or donna.eggemeier@covington.kyschools.us.

P. PRICES AND/OR PERCENTAGES OF DISCOUNT

(1) All prices and/or percentages of discounts quoted by the various suppliers must be firm for the time period indicated under "Period of Contract".

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

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

(4) Cash discounts of less than 20 days will be considered net. Cash discounts, when given, will be figured from date of receipt of invoice or receipt of merchandise, whichever is later.

(5) Discount terms will be considered in determining the low supplier.

(6) Proposals that have clerical errors or irregularities are subject to correction only with concurrence with the Purchasing Department. Unit prices should be listed, extended, and totaled where applicable. Should errors exist in the extended price, the unit price will prevail.

(7) If quoting fractional pricing, it must be rounded to the fourth digit.

Q. OR EQUAL CLAUSE

(1) Whenever, in any of the contract documents, an article, materials or equipment is described by use of a proprietary product or by using the name of the manufacturer or supplier, the term “or equal”, if not inserted, is implied.

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

R. DESCRIPTIVE LITERATURE AND/OR MANUFACTURER’S SPECIFICATIONS

The Board of Education reserves the right to waive any discrepancies or inconsistencies between the submitted manufacturer’s descriptive literature and/or specifications and the requirements of this Request for proposal, if; (1) the supplier actually submits a sample which conforms to all material requirements of this Request for proposal; or (2) the supplier certifies to The Board that the supplier can actually supply products which conform to all material requirements of this Request for proposal.

NOTES: Descriptive literature and/or manufacturer’s specifications should not be submitted unless expressly requested.

Any specification in contrast to that stated herein must be approved by the Bid Contact at the Covington Board of Education prior to the proposal opening.

S. MATERIAL SAFETY DATA SHEETS (MSDS)

IMPORTANT: Should your company win the bid award, material safety data sheets (MSDS) must be supplied, where applicable, within 10 days of notification of the bid award. The MSDS must have the item number on it. If the MSDS are not submitted within 10 days, the bid will awarded to another vendor.

SPECIAL INSTRUCTIONS

1. One copy of the Proposal Form shall be submitted and prepared in conformity with all requirements stated in this Request for Proposal.

2. Possible delivery locations:

Early Childhood Center
1124 Scott Street
Covington, KY 41011

Holmes Middle School
25th & Madison Ave.
Covington, KY 41014

Sixth District School
19th & Maryland Ave.
Covington, KY 41014

Holmes High School
25th & Madison Ave.
Covington, KY 41014

Covington Board of Education
25 East Seventh Street
Covington, KY 41011

Chapman Vocational School
25th & Madison Ave.
Covington, KY 41014

Ninth District School
28th & Indiana
Covington, KY 41015

Title One Building
257 Pike Street
Covington, KY 41011

John G. Carlisle School
Pike & Holman Streets
Covington, KY 41011

Covington Schools' Bus Garage
3618 Eugenia Avenue
Covington, KY 41015

Latonia Elementary School
39th & Huntington
Covington, KY 41015

District Maintenance Building
401 W. Southern Ave.
Covington, KY 41015

Glenn O. Swing School
19th & Jefferson
Covington, KY 41011

Covington Schools' Inst. Learn. Ctr.
212 Levassor Ave.
Covington, KY 41014

3. Materials are to be billed on separate invoices for each school. One packing slip is to be included with each shipment. Invoices are to be sent to the following;

Covington Board of Education
25 East Seventh Street
Covington, KY 41011
Attn: Accounts Payable

SPECIAL CONDITIONS

1. Discounts should be based on an enrollment of approximately 3,800 students and 450 instructional staff members.
2. Proposal discount shall be firm through April 30, 2023.
3. ANY ITEMS OR CATALOGS THAT WILL BE EXEMPT FROM THE REQUESTED DISCOUNT MUST BE CLEARLY NOTED ON THE PROPOSAL FORM, OTHERWISE, WE WILL EXPECT THE DISCOUNT TO BE APPLIED TO EVERY ORDER PLACED WITH YOUR COMPANY. IF YOUR COMPANY HAS MORE THAN ONE CATALOG AND YOU WISH TO PROPOSE A DIFFERENT DISCOUNT FOR EACH CATALOG, THEN LIST THE CATALOGS AND DISCOUNT FOR EACH OF THOSE CATALOGS ON THE PROPOSAL FORM. ONCE AGAIN, OUR STAFF WILL BE INSTRUCTED TO MAKE EVERY EFFORT TO PLACE ORDERS OF AT LEAST \$50.
4. **Prices shall be on a delivered prepaid basis, F.O.B. Destination.** Any packaging, shipping and handling charges are to be the responsibility of the supplier, and must be included in your proposal prices. Delivery is to be inside the buildings (see possible locations' list).
5. All invoices must show the Board's Purchase Order number.
6. You are required to submit a reference list of at least three current customers if your firm is not currently conducting business with The Covington Board of Education.
7. Covington Board of Education will list previous quantities ordered for each item on the Supplies Bid Form which will need to be returned along with the Proposal Form when submitting your bid.
8. Send two (2) copies of your catalog with your proposal, if applicable. Do not send catalogs to the schools.

REQUIRED AFFIDAVIT FOR BIDERS, 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 _____ this _____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary]

My commission expires: _____

PROPOSAL FORM

CUSTODIAL SUPPLIES 2022 - 2023

IMPORTANT: The attached CUSTODIAL SUPPLIES 2021 BIDDER SPECIFICATION SHEET, stating your unit prices (with discounts included) must accompany this **SIGNED PROPOSAL FORM.**

All proposal prices are on a delivered prepaid basis: F.O.B. Destination.
Every effort will be made to place orders of \$50.00 or greater.

Please provide a percentage discount off of the current catalog(s) prices listed on all items in your catalog(s). The discount shall be effective through April 30, 2023.

Catalog Title
(For Rubbermaid Products Only)

Discount

_____ %

_____ %

Normal Delivery after receipt of order:

_____ **days**

Having carefully examined the instructions to suppliers and all specifications on the above referenced proposal, the undersigned supplier proposes to furnish all labor, materials, equipment, tools, supplies, services, and temporary devices required to complete the work in accordance with the contract documents for the price stated herein.

Company _____

Contact/Title _____

Street Address _____

City _____ State _____ Zip _____

Telephone _____

Fax _____

Email (not required) _____

Payment Terms: _____

Authorized Signature _____

Date _____

EXCEPTIONS:

