

REQUEST FOR PROPOSALS

NKU-24-2022



Solid Waste & Recycling Collection

06/08/2022

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

Proposal NO: NKU-24-2022
Issue Date: 06/08/2022
Purchasing Officer: Blaine Gilmore
Phone: 859.572.6449

RETURN ORIGINAL COPY OF PROPOSAL TO:

**Northern Kentucky University
 Procurement Services
 1 Nunn Drive
 617 Lucas Administrative Center
 Highland Heights, KY 41099**

IMPORTANT: BIDS MUST BE RECEIVED BY: 06/30/2022 2:00 P.M. HIGHLAND HEIGHTS, KY time.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at the [NKU Procurement Website](#), apply to this Request for Proposal.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the Northern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

RECIPROCAL PREFERENCE

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident 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 nonresident bidder.
- (2) A resident bidder 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:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and

(2) "Public agency" has the same meaning as in KRS 61.805.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED	FEDERAL EMPLOYER ID NO.:	WEB ADDRESS:

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID or OFFER

AUTHORIZED SIGNATURE: _____

NAME (Please Print Legibly): _____

TITLE: _____ DATE: _____

State of _____)

County of _____)

The foregoing statement was sworn to me this _____ day of _____, 20____, by
_____.

(Notary Public)

My Commission expires: _____

THIS DOCUMENT MUST BE NOTORIZED

The Bidder, hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATE _____

NOTICE OF ADVERTISEMENT

BRIEF SCOPE OF WORK:

This document constitutes a request for competitive sealed proposals from qualified individuals and organizations to provide Solid Waste and Recycling Collection and Processing Services in accordance with the requirements, terms and conditions set forth herein.

GENERAL TERMS AND CONDITIONS:

The general terms and conditions linked below shall be applicable to this RFP and take precedence over any bidders terms and conditions:

[General Terms and Conditions](#)

PROJECT TIMETABLE:

Release of RFP	06/08/2022
Pre-Proposal Meeting (Optional)	06/21/2022 @ 9:00AM
Deadline for Written Questions	Noon Eastern Time on 06/23/2022
Addendum Issued if Needed	06/24/2022
RFP Proposals Due	2 p.m. Eastern Time on 06/30/2022
**Contract Begins	August 1, 2022

***Contractor should be prepared to deploy all equipment on this date**

PRE-PROPOSAL MEETING:

The pre-proposal meeting will start outside of the Welcome Center in the visitor parking spots adjacent to building. The meeting will start at 9:00 am and consist of site visits to the waste and recycling locations on campus and at the dorms. The pre-proposal meeting is optional, but contractors and subcontractors are encouraged to attend the meeting to check and verify existing conditions and sites before submitting a bid. Bidders should notify via email, Holly Vasquez Procurement Services Manager, vasquezh1@nku.edu of their intent to attend/not attend the pre-proposal. Any discrepancies discovered between existing conditions and those shown on drawings or noted in the specifications shall be reported immediately to NKU in writing, so all bidders can be given proper information as to existing conditions. Failure to make this required inspection before submitting a response will be taken as acceptance by the contractor of the conditions as they exist in the field, whether shown on the drawings or noted in the specifications, and as shown on the owner's drawings and noted in the specifications. No subsequent claims for extra compensation arising from existence of discrepancies between actual conditions and those shown on drawings and/or noted in specifications will be considered.

Parking is available for a fee in any of the three campus garages.

Click Here for [MAP of Campus](#)

BONDS:

Performance and payment bonds of 100% will be required of the successful bidder.

INSURANCE:

If awarded, bidder / proposer must provide NKU with an insurance certificate listing NKU as a certificate holder and additionally insured.

**Northern Kentucky University
100 Nunn Drive
617 Lucas Admin Center
Highland Heights, KY 41099**

The Contractor shall furnish the University the Certificates of Insurance and guarantee the maintenance of such coverage during the term of the contract. The Contractor shall provide an original policy endorsement of its CGL insurance naming Northern Kentucky University and the directors, officers, trustees, and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Additionally, the Contractor shall provide an original policy endorsement for Waiver of subrogation in favor of the Northern Kentucky University its directors, officers, trustees, and employees as additional insured.

Our basic insurance requirements are:

Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least \$100,000 limits of liability.

Comprehensive General Liability (CGL) Insurance the limits of liability shall not be less than \$500,000 each occurrence for bodily injury and \$250,000 property damage.

Comprehensive Automobile Liability Insurance: To cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than \$500,000 for bodily injury and \$100,000 for property damage.

Excess liability insurance in an umbrella form for excess coverages shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each.

If accessing NKU Student, Employee, or other personal records, vendor needs Security and Privacy Liability Insurance with limits no less than \$1,000,000.

If accessing NKU Student, Employee, or other personal records, vendor needs Evidence Breach Response Services coverage with limits no less than \$5,000,000.

In addition to the general contractor insurance limits the contractor shall also carry Environmental or pollution liability policy with limits not less than \$5,000,000.

CANCELLATION

The resulting contract, from this Request for Proposal may be cancelled by the University, for non-compliance with the terms and conditions or any part of the agreement. Only the University shall have the right to terminate the contract for convenience, which shall be effective upon sixty (60) days prior written notice. The parties shall have standard termination rights for the other party's uncured breach rights.

TERM OF CONTRACT:

The base term of this contract shall be three (3) years with the option for three (3) additional one (1) year renewals.

Northern Kentucky University reserves the right to extend the contract period a minimum of ninety days beyond the final expiration date of said contract.

SUBMITTAL OF PROPOSAL:

Proposals must be submitted electronically for:

RFP NKU-24-2022 Solid Waste & Recycling Collection

Note: Please submit the RFP to vasquezh1@nku.edu and purchsing@nku.edu by the time and date specified.

Subject line of email: RFP NKU-24-2022 Solid Waste & Recycling Collection

Either a PDF or a link such as DropBox, Microsoft One Drive, Google Drive, etc. is acceptable. Bids received after the closing date and time will not be considered.

Holly C Vasquez

Manager, Procurement Services

Lucas Administrative Center, Suite 617 1 Nunn Drive Northern

Kentucky University Highland Heights, KY 41099

vasquezh1@nku.edu

Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your proposal.

All requests for additional information and all questions should be directed to Holly Vasquez, Procurement Services: vasquezh1@nku.edu

RFP NKU-24-2022

Solid Waste and Recycling Collection

Note: Proposals received after the closing date and time will not be considered.

DEFINITIONS OF TERMS USED IN THE RFP

Certain Definitions Capitalized words used throughout this RFP shall, unless the context clearly requires otherwise, have the meanings ascribed to such words below.

“Addendum” or “Addenda” means any additional RFP-related information formally provided by the University after release of the RFP, but before Proposals are received.

“Affiliate” shall mean a person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another Person or beneficially owns or has the power to vote or direct the vote of fifty percent (50%) or more of any class of voting stock (or of any form of voting equity interest in the case of a person that is not a corporation) of such other person. For purposes of this definition, "control", including the terms "controlling" or "controlled", means the power to direct or cause the direction of the management and policies of a person, directly or indirectly, whether through the ownership of securities partnership or other ownership interests, by contract or otherwise.

“Agreement” means the Independent Contractor Service Agreement, as the contract to be entered into between the University and the Contractor for servicing locations at the University, and unless the context indicates otherwise, all references to the term Agreement include all applicable Exhibits as well.

“Agreement Date” means the negotiated date in 2022 wherein the agreement begins.

“Agreement Documents” means the Agreement and the RFP, including the following supplementary documents that were required to be included or submitted as part of the Proposal pursuant to the provisions of the RFP:

- Request for Proposal document including all Addenda
- Contractor’s complete Proposal document including any written clarifications provided after submittal
- Form of Agreement, as negotiated
- Contractor-provided Insurance Certificates and Bonds

“Approved Disposal Site” shall be a licensed Waste disposal facility selected by the Contractor with all appropriate governmental approvals.

“Applicable Laws” means any Permits, licenses and approvals issued for or with respect to the Site (or any component thereof) and/or issued for or with respect to the performance by a party of its Services hereunder, and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding legislation, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects the University, the Contractor and/or the Facility (or any portion thereof), or the performance by a party of its obligations hereunder, including the Contracting abiding by any local solid waste management plan approved by a local governmental body, Governmental Requirements and all Environmental Laws.

“Billing Period” shall be a calendar month or portion thereof, if applicable.

“Change in Law” means any of the following acts, events or circumstances to the extent that compliance therewith materially increases the cost of performing or materially increases the scope of a party's

performance during the Agreement at any Property:

- (a) the adoption, amendment, promulgation, issuance, modification, repeal or written change in administrative or judicial interpretation of any Applicable Law on or after the Agreement Date, unless such Applicable Law was on or prior to the Contract Date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any Federal or State governmental agency;
- (b) the order or judgment of any Federal or State governmental agency issued on or after the Agreement Date (unless such order or judgment is issued to enforce compliance with Applicable Law which was effective as of the Agreement Date) to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Contractor or of the University, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

It is specifically understood, however, that none of the following shall constitute a "Change in Law:"

- (a) the failure of the appropriate Federal or State governmental agency to approve the Contractor's permit applications or modifications thereto;
- (b) a change in the nature or severity of the actions typically taken by Federal or State governmental agency to enforce compliance with Applicable Law which was effective as of the Agreement Date;
- (c) all matters relating to obtaining and maintaining approvals of any Federal or State governmental agency of the design, construction and operation of any Facility, including any delay, non-issuance or imposition of terms and conditions upon the issuance or renewal of approvals of any Federal or State governmental agency necessary in connection therewith;
- (d) an increase in fees or surcharges, payable by the Contractor, the Contractor's employees, agents, assigns, or subcontractors to a Municipality resulting from a negotiated agreement between the Contractor, the Contractor's employees, agents, assigns, subcontractors or the Guarantor and the Municipality; and
- (e) any event that affects generally applicable working conditions or standards that is not specific to the Waste industry or to the Facility, or that does not require a Facility modification.

"Claims" means all demands, claims, actions or causes of action, assessments, complaints, directives, citations, information requests issued by government authority, legal proceedings, orders, notices of potential responsibility, losses, damages (including, without limitation, diminution in value), liabilities, sanctions, costs and expenses, including, without limitation, interest, penalties and attorneys' and experts' fees and disbursements.

"Collect" means to remove Waste and/or Recyclables from the point of generation for transport elsewhere.

"Collection Vehicle" means those trucks, vehicles and other equipment used by the Contractor to carry, haul or

transport Waste and/or Recyclables.

“Container Equipment” shall mean the compactors, containers, litter bins and related hardware and accessories that are to be placed by Contractor at the locations within the University and that are used by Contractor to provide the Services.

“Contract Year” shall be any annual period during the Term of this Agreement commencing on the Service Commencement Date or any anniversary thereof.

“Contractor” means the party of the second part contracting to perform the work covered by this RFP and ensuing Agreement, or any part of it, the successors or assigns, or duly authorized agents or legal representatives.

“Cost Adjustment Method” means the adjustment of the monthly and annual prices for hauling and/or processing of materials under the Agreement for the second and subsequent years of the Term of the Agreement. The price may be adjusted upward or downward to reflect changes in the cost of operations by a cost adjustment calculation using indices applicable to certain services.

“Customer” means NKU.

“Disposal” means the delivery of Waste to the Landfill or a Final Disposal Point.

“Disposal Facility” means a Landfill, which serves a municipal, institutional, and/or rural population and may be used for disposal of domestic, commercial, institutional, municipal, bulky, landscaping/land clearing, industrial, construction waste, demolition debris, farm, tires, and dead animal wastes and certain approved special wastes in accordance with state law.

“Disposal Services” means the services required to be performed by the Contractor pursuant to the Agreement in connection with the final disposal of the Waste generated at the defined locations at the University.

“Disposal Site” means a Disposal Facility that will be utilized by the Contractor as the Final Disposal Point for Waste.

“Environmental Claims” means all Claims pursuant to Environmental Law arising out of Contractor's use of the Premises and its performance or failure to perform the Services in accordance with this Agreement, including but not limited to Claims relating to: (i) the Remediation or release of, or exposure to, Hazardous Materials or other environmental conditions at, on, under or from the Leased Premises; (ii) the off- site release, treatment, transportation, storage or disposal of Hazardous Materials originating from a Participating Mall, unless such Hazardous Materials were not delivered to Vender in accordance with this Agreement; (iii) any other violations of Environmental Laws by the Contractor.

“Environmental Laws” means any Governmental Requirements (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act), now or hereafter in effect relating to the remediation, generation, production, installation, use, storage, treatment, transportation, release, threatened release, or disposal of Hazardous Materials, or noise control, or the protection of human health, safety, natural resources, animal health or welfare, or the environment.

“Event of Bankruptcy” shall mean any event in which a party to this Agreement (a) files for bankruptcy; (b) becomes or is declared insolvent; (c) is the subject of any proceedings (not dismissed within 30 days) related

to its liquidation, insolvency or the appointment of a receiver or similar officer for that party; (d) makes an assignment for the benefit of all or substantially all of its creditors, (e) takes any corporate action for its winding-up, dissolution or administration; or (f) enters into an agreement for the extension or other readjustment of substantially all of its obligations.

“Event of Default” means the non-performance of the Contractor under the terms of the Agreement.

“Final Disposal Point” means a location to which Waste is delivered which is intended to be the final, permanent point of disposition from the Contractor’s perspective including, but not limited to, a Landfill.

“Fiscal Year” means the annual period from July 1 to June 30.

“Force Majeure Event” shall mean any act of God, fire, flood, earthquake, elements of nature, supervening laws, rules or regulations, acts of the common enemy, acts of war, terrorism, riots, civil disorders, strikes, lockouts or any other similar cause beyond the reasonable control of such Party; and provided such default or delay could not have been prevented by reasonable

precautions and cannot reasonably be circumvented by the non performing Party through the use of alternate sources, work-around plans or other means.

“Governmental Body” means, as appropriate, any one or several of any Court of competent jurisdiction, the United States of America and/or any State in which the University is located or which validly exerts appropriate jurisdiction over the Contractor or its activities relating to the Facilities; or any agency, authority, regulatory body or subdivision of any of the above as may have jurisdiction over or power and authority to regulate the Contractor, and/or the transfer, transportation, and disposal and recycling of Waste and Recyclables.

“Governmental Requirements” means all applicable federal, state and local statutes, laws; ordinances, regulations, rules, resolutions, orders, determinations, writs, injunctions, common law rulings, awards (including, without limitation, awards of any arbitrator), judgments and decrees.

“Guarantor” means either a joint venture partner, or other similar entity, who assumes joint and several liability for the Contractor, or other entity serving as Guarantor and which in each case guarantees performance of the obligations of the Contractor under the terms of the Agreement.

“Hazardous Materials” shall mean any material, substance or waste that is now or in the future listed, regulated or defined under any Environmental Law, including, but not limited to any solid or hazardous waste, petroleum and petroleum byproducts, asbestos, PCBs, or MTBE.

“Hazardous Waste” means a hazardous waste as defined by the United States Environmental Protection Agency.

“Independent Contractor Service Agreement” or “ICSA” or “Agreement” means the contract to be entered into between University and the Contractor.

“Initial Term” means the three (3) year period following commencement of the Service Period.

“Landfill” means a permitted Landfill utilized, in part, by the Contractor for the provision of Disposal-related Services in accordance with this Agreement.

“Legal Holidays” means those legal holidays which are set forth in the Agreement, as the same may be amended or supplemented from time to time.

“Litter bin” shall mean trash bins, usually 20 to 50 gallons in capacity, placed along sidewalks, quads, or other thoroughfares for the deposit of waste from passersby.

“Manager” shall mean the appointed site manager of either the University or the Contractor.

“Market” and “Marketing” means persons and/or corporations, organizations or partnerships willing to purchase, or accept for a fee, products resulting from the processing of Municipal Waste or the act of selling products resulting from the processing of Municipal Solid Waste that does not include landfilling, incineration or other final disposition.

“Monthly Service Fee” means, with respect to any month, the Service Fee payable during such month.

“Overdue Rate” means the lesser of (a) the maximum rate of interest permitted by Applicable Laws, or (b) one (1) percent over the prime rate of interest published in *The Wall Street Journal*, or such other daily financial publication as shall be mutually agreeable to the parties if *The Wall Street Journal* ceases to be published or ceases to publish such information.

“Permits” means the applicable approvals, permits, authorizations, certifications, and licenses issued by Federal EPA, State or local governmental authorities required by the Contractor for the operation and maintenance of the Facilities and the Disposal or Recycling Sites.

“Person” means any and all persons, natural or artificial, including any individual, firm or association, business trust, partnership, joint venture (provided, however, that as to any business trust, partnership or joint venture in which any Federal government corporation has direct, equitable or beneficial ownership, such business trust, partnership or joint venture shall not be included in the definition of “person”), municipality, and public, municipal, non-profit or private corporation organized or existing under the laws of any State, and any governmental agency or any department, agency or instrumentality of any of the forgoing.

“Preferred Contractor” means the Proposer selected by the University as a result of the RFP for subsequent negotiations of the Agreement.

“Premises” means the locations at the University where Waste and Recyclables collection is designed to occur and Contractor services provided.

“Property” means any location at the University serviced by the Contractor.

“Proposal” means the submission made to the University in response to the Request for Proposals (RFP) with respect to the provision of Services as described in the RFP, including all technical, legal, financial information, and all Proposal attachments and/or forms.

“Proposal Security” means the amount of money in U. S. dollars deposited with the University by a Proposer in the form of a proposal bond, letter of credit, or certified check to secure the Proposer’s Proposal.

“Proposer” means an individual, corporation, organization, partnership or combination thereof

“RCRA” means Resource Conservation and Recovery Act of 1976, 42 USC, §6901 et seq, as amended.

“Recyclable Materials” or “Recyclables” or “Recovered Materials” means those materials which would

otherwise become Waste and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products pursuant to the Solid Waste Management Plan.

“Recycling” means any process by which waste or materials which otherwise become waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products. Recycling includes, but is not limited to, the composting of yard waste which has been previously separated from other waste and collected, but does not include any form of energy recovery.

“Release” shall mean any presence, emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, migration, or release of Hazardous Materials into or upon the environment, including the air, soil, improvements, surface water, groundwater, the sewer, septic system, storm drain, publicly owned treatment works, or waste treatment, storage, or disposal or recycling systems.

“Remediation” means any investigation, clean-up, removal action, remedial action, restoration, repair, response action, corrective action, monitoring, sampling and analysis, installation, reclamation, closure, or post-closure in connection with the suspected, threatened or actual release of Hazardous Materials.

“Renewal Term” has the meaning set forth in Section 2.1 of the RFP.

“Replacement Contractor” shall mean any third party replacement contractor designated by Customer to provide services similar to the Services after the expiration or termination date of this Agreement.

“Request for Proposal” or “RFP” means the University document issued titled “Request for Proposals for Solid Waste Management Services” which the RFP may be amended or modified from time-to-time prior to the date established for the submission of Proposals.

“Rules and Regulations” mean the Contractor’s requirements with respect to the delivery of Waste or Recyclables to any Facility as set forth in the Agreement.

“Schedule” means any exhibit, attachment, form, schedule or annex, which is attached to, incorporated in, or made a part of the Agreement.

“Service Commencement Date” means the date the Contractor is ready for commercial operation at each Property and has received all government approvals required to Collect the Waste and Recyclables and commence the handling of Waste and Recyclables and associated services for each location, including the placement of Container Equipment needed, under the Agreement.

“Service Fee” means the fees proposed for, or with respect to, the provision of Services, as set forth in the RFP and, as negotiated, incorporated into any Agreement.

“Service Period” means the period of service starting on the Commercial Operation Date and ending on the expiration of the Term of the Agreement, including any renewals.

“Services” means the actions requested of the Contractor as described in the RFP.

“Surety” means any person, firm or corporation that has executed as Surety, the Contractor’s performance bond securing the attached Agreement.

“Term” means the Initial Operating Term and any Renewal Term.

“Transition Plan” shall mean the written plan provided to the University no later than fifteen (15) days after the Agreement Date that confirms the schedule of the Contractor for each Property.

“Transition Period” shall mean the time from the Agreement Date to the end of the Transition Plan for the last of the Properties.

“USC” means United States Code.

“USEPA” or “EPA” means the United States Environmental Protection Agency or any successor agency or Department to which the powers of the United States Environmental Protection Agency shall be transferred.

“Waste” shall mean any trash, garbage, waste material generated or disposed of on, around or within the Premises, and regardless of who generates or disposes of such items or materials.

Specifications**Section 1 – Requested Services and Current Operations**

The scope of services for Northern Kentucky University (NKU) Solid Waste and Recycling Collection and Processing Services are noted herein (See Appendix 1, 2 and 3). However, as a general framework, the need is for the full-time and constant provision of the containers and/or compactor requirements of the participating locations noted, the collection and hauling servicing from these locations as-needed regardless of frequency, and the disposal of Waste at a fully permitted and environmental Approved Disposal Site and the delivery of Recyclables to a permitted recycling facility, elected by the service provider (hereinafter “Contractor”). Once the Waste and Recyclables are collected and leave the University locations, the end-site disposition of the collected Waste and Recyclables is solely determined by the Contractor. Any Disposal Site or Recycling Facility used must be lawfully permitted by the state within which the site is located. A list of the minimum collection service frequency anticipated is provided, but neither cubic yards nor tonnages guaranteed by the University, is provided in Appendix 2. All proposals should include pricing on the price sheet (Appendix 4).

The information provided herein is intended to assist firms to respond properly to this Request for Proposal. The University believes this RFP provides interested firms with sufficient information to submit proposals that meet minimum requirements. It is not intended to limit a proposal’s content or to exclude any relevant or essential data. Firms are encouraged to include additional information that will substantiate their service or product quality and service capabilities.

Solicited Services through this RFP

A brief overview of these services, which initially will have a 3-year term, are briefly summarized as follows

1. Providing waste and recyclables collection and removal services for all participating University locations in the Agreement;
2. As full consideration for the services, the Contractor will have the right to bill and collect the applicable monthly service charges from University, including annual adjustments;
3. University will have the right to inspect the performance of the contracted services, including the Contractor’s and any subcontractors’ facilities, including records pertaining to the Agreement to ensure compliance with the Agreement;
4. University reserves the right to add or remove collection locations (such as if the University property is expanded) upon written notice to the Contractor, with appropriate scheduling and payment terms to be negotiated; and
5. The services requested do not include the collection, transportation or the disposal of hazardous materials generated or present within the University.

The Contractor must provide leak proof equipment for all of the service location specified. This RFP is not mandating the use of any specific equipment manufacturer, brand name or disposal or recycling facility. The

Contractor's equipment, at any University location, shall be cleaned and painted on an as-needed basis and kept in good condition as approved by the University.

The University reserves the right add/remove pick up locations, to increase/decrease pick up frequency and to require dumpster size changes at any point during the course of the agreement and at the University's sole discretion.

Alternates and Variations from Requirements

Wherever items or services have been specifically described, such identification is descriptive and not restrictive. It Indicates the quality and characteristics that are satisfactory. If the respondent has an equal, alternative proposal, That alternative must be clearly and completely described. The University will consider alternates that meet or exceed the quality and characteristics specified. The University is not bound to accept any proposals that are not in its best interest. The determination as to acceptability of the alternate offered is the responsibility of the University and based on information furnished by the respondent, as well as information reasonably available to the University. Unless the respondent clearly indicates that an alternative is being offered, it will assumed that the proposal meets the requirements exactly as specified in this document. CAUTION TO RESPONDENTS: It is not the responsibility of the University to secure any information not identified in the respondent's response. Information furnished may include specific references to catalogs, brochures, or other material previously furnished. Otherwise, such information must accompany the proposal.

Section 2 –General Instructions to Proposers

Proposals in General

As of the issuance of the RFP, the expected Initial Operating Term of the Agreement is for three (3) years, effective as of the Commercial Operation Date, with three (3) optional one (1) year Renewal Terms. Based on the term and the Service Commencement Date, all proposed prices shall be for the first 12 months of the Initial Term of the Agreement.

Proposals should contain all of the required documents and be submitted as a document set, via email to vasquezh1@nku.edu and purchasing@nku.edu subject line of email should read: **RFP NKU-24-2022 Solid Waste & Recycling Collection**

Proposer's Qualifications and Disposal and Recycling Site Information

All of the proposed Disposal Sites and recycling facilities receiving Waste or Recyclables must be designed and constructed so that they comply with the technical requirements and design parameters of applicable EPA regulations or other applicable state regulatory requirements. Operations of any and all locations used by the Proposer must always be in accordance with Applicable Law.

A sustainability-focused waste management plan is integral to the success of NKU's commitment to reducing solid Waste and improving waste diversion. Successful respondents will address how their program offerings positively impact each aspect of the triple bottom line:

1. **Economy:** impact on local jobs, contributions to local community and long-term investment in the region.
2. **Environment:** carbon footprint of operations associated with services to the University and efforts taken Toward carbon neutrality. This assessment could include miles driven per service day, type of fuel utilized, offsets associated with operations, landfill contributions, etc.
3. **Equity:** the successful respondent will supply information regarding downstream outlets and processing efforts engaged with each commodity collected and how that process impacts the population of the region to which it is sent.

Subcontracting

The Contractor shall not subcontract in whole or in part, any of this contract without written approval of Procurement Services.

Section 3 - Instructions for Proposal

Compliance with the RFP

Proposals must comply procedurally and substantively with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

Any person, firm, corporation or association submitting a Proposal shall be deemed to have read and understood all the terms, conditions and requirements in the specifications and/or scope of work of the RFP, including the attachments and exhibits attached and incorporated herein as well as any addenda issued.

Evaluation of Proposals (Procedure) A committee comprised of representatives from several areas of the University, selected solely for this purpose, will evaluate the Proposals. The Proposal receiving the highest point total ranking will be deemed the best value to the University.

Contractors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. If required, the University will schedule the time and location of these presentations. Oral presentations are an option of the University and may not be conducted.

Following the evaluation, the University will enter into negotiations with the Contractor in an attempt to award the contract. Contract award will be made by NKU Procurement Services.

Bidders may be provided a set of content and required to provide a demonstration of their proposed solution with said content before a recommendation for award is made. Costs of demonstrations are solely the responsibility of the bidder. NKU will provide no reimbursement for such costs

The University reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Ambiguity, Conflict, or Other Errors in the RFP

The University reserves the right to allow or disallow minor deviations or technicalities in the Proposals should it be to the best interest of University. The University shall be the sole judge of what is to be considered a minor deviation or technicality.

Terms and provisions of this contract shall be construed in accordance with the laws of the Commonwealth of Kentucky. Any legal action entered against the University on the Contract by the Contractor shall be brought in the Franklin Circuit Court, Commonwealth of Kentucky, and shall be tried by the court sitting without a jury. All defenses in law or equity, except the defense of government immunity, shall be preserved to the University.

Costs and Expenses of Proposers

Any costs incurred by bidder in preparing or submitting offers are the bidders' sole responsibility; The University will not reimburse any bidder for any costs incurred prior to award. Further, each Proposer shall indemnify and hold harmless the University from and against any Claims for such reimbursement (including any costs and/or attorney's fees) made, directly or indirectly, by or on behalf of such Proposer.

Proposal Response Requirements and Format

These instructions describe the required format for bidders' Proposal. Bidders may include any additional information deemed pertinent.

Proposal must address each of the requirements listed below in the same order as listed to be considered responsive. Proposal should reference each identified requirement explaining how the bidder's solution meets the specified requirement.

Narratives should provide a concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on clarity, brevity and completeness of response.

The following list specifies the items to be included in your Proposal. The location of the various Sections must be referenced in the Proposal's Table of Contents, tabbed accordingly, and in the sequence listed:

Tab I - Management Summary:

The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the bidder. The letter must also have the following:

- A list of the people who prepared the Proposals, including titles.
- The name, phone number, and e-mail of a contact person who has authority to answer questions regarding the Proposal.
- A statement that the bidder's proposed solution for the Project meets all the requirements of this Request for Proposal. Include a statement that all Terms and Conditions and Instructions to Bidders are agreed to, or state exceptions.
- Federal tax identification number
- A statement that the bidder meets all the legal requirements of the RFP and that all terms and conditions and instructions are acceptable to the bidder.

The Executive Summary must include a brief description of the scope of products and services to be provided and highlight the contents of the technical portions of the proposal. A positive commitment to assure that the overall system implementation and operation will be successful should be made.

Tab II – Bidder Profile:

This section must provide a brief organizational history or background, including but not limited to recent data describing the current organization, date of incorporation, annual revenue, audited financial statement, number of employees, home office location, number of certified technicians, manufacturer affiliations, and industry experience with higher education.

Tab III - Pricing:

Provide in Tab III the proposed pricing for the contract services being proposed. Tab III pricing will include the cost to University for the performance of all of the services described in the Proposal using the Appendix 4 form. The Cost Form, which is the proposal for Year 1 services, should be included in this Tab III. Proposal should detail a cost structure and billing system that clearly accounts for both the operations of servicing the University (i.e.: volume sizes of containers and haul frequency) as well as weights of materials collected. *Note: The University will require the flexibility of any qualified respondent to adjust haul schedules and/or container sizes to meet the fluctuation needs of the University's waste and recycling stream.

Annual Cost Adjustment

As described in Section 3.13, Services Charges may be increased by the Consumer Price Index, so long as any such increase does not exceed three percent (3%) per year. No other changes in the contracted prices will be permitted.

Tab IV - Corporate Experience and Capacity:

Provide information that documents the Proposer's qualifications, including its ability, capacity, skill, and financial strength.

Tab V - Key Personnel:

Include the resumes of the Proposer's key business, technical and negotiations team participants that will be utilized, if selected as the Preferred Contractor.

Tab VI - Customer Listings:

Provide a listing of customers of the Proposer during the past three (3) years for work of similar size and scope. The services provided should have characteristics as similar as possible to those requested in this RFP. Information provided for each client shall include the following:

- Client name, address, current telephone number and e-mail address
- Description of services provided
- Time period of the project or Agreement
- Client's contact reference name, current telephone number and e-mail address

Failure to provide complete and accurate client information, as specified here, may result in the disqualification of the Proposal.

Tab VII - Acceptance of Agreement Conditions, Including Insurance and Bonding Requirements:

Indicate any proposed exceptions to the general terms and conditions of this RFP, including the exhibits and appendices incorporated herein. Include a 5% Bid Bond as bidder security.

Tab VIII – Additional Information:

- Provide any other information deemed necessary to aid in the evaluation of the Proposal.
- Provide any additional incentives, services, information or products that will assist NKU in its goal of sustainability.
- Describe acceptability of single-stream recycling collected in plastic bags. Describe systems of debagging materials for processing.
- Detail plan to provide same day communication of servicing problem areas including sites that are blocked, need maintenance or in which there is significant contamination of single-stream recyclables or significant recyclables in with trash. Respondents shall maintain a log indicating missed pickups and other problems which shall be communicated weekly to the University representative. Respondents will arrange prompt correction of all problems reported.

- Detail maintenance protocols to ensure that all infrastructure provided or used to service Northern Kentucky University including but not limited to dumpsters, bins, and trucks must be maintained and managed with consideration to preventing leakage, managing a positive aesthetic and controlling odor. Qualified respondents shall keep all containers in good state of repair as determined by the University representative. Repairs, painting and cleaning will be performed promptly when reported by the University’s representative.
- Detail plan to maintain the cleanliness of all recycling and landfill collection sites and ensure their ability to remove all litter and overflow materials within ten feet of collection sites.
- Qualified respondents will provide an after-hours, weekend and holiday “on call” contact number to assist in resolution of high priority issues.
- Detail ability to provide real weights per collection site. If real weight per site are not available the respondent will provide their volume estimation procedure and volume to weight conversion factors.
- Detail ability to provide an invoice system line itemed by collection site that provides adequate data to analyze landfill and recycling costs to The University by total on-campus operations, by site use type and by individual collection site usage.
- Detail ability to work with the University to undertake annual reviews of landfill and single-stream recycling material weights, contamination rates, haul schedules and the most efficient bin/dumpster sizes with consideration to effects on quality of service, expense, effect on carbon footprint and the triple bottom line.
- Qualified respondents have the opportunity to detail and propose any additional notable information or abilities not previously covered within the above criteria.

Evaluation Criteria

Criteria	Points Available
Prior experience in Higher Education Setting	150
Pricing	350
Qualified/Certified Staff, Corporate Experience and Quality	200
Ability to support required equipment	50
Company Commitment to sustainability and environmental protection	200
Additional information, services, incentives and products	50
TOTALS	1000

Termination Rights

The resulting contract, from this Request for Proposal may be cancelled by the University, for non-compliance with the terms and conditions or any part of the agreement. Only the University shall have the right to terminate the contract for convenience, which shall be effective upon sixty (60) days prior written notice. The parties shall have standard termination rights for the other party's uncured breach rights.

Additional Contractor's Responsibilities at the Properties

The Contractor must designate an employee who will be responsible for directing and supervising the services provided to the University. This employee will be the main NKU contact at all times and will coordinate with the designated NKU employees. The Contractor will provide employee name and contact information who will be the main designee for the NKU contract.

Over the Term of the Agreement, the Contractor shall be responsible for payment of any local or State solid waste disposal- or recycling-related surcharges, as and if applicable, for all Waste and Recyclables handled.

The Contractor shall not make any alterations, additions or improvements any Premises without the University's written consent and necessary permits. The Contractor shall not perform any acts or carry on any practices that may damage the integrity of any University structures, access roadways, or be a nuisance or menace to adjacent properties.

The Contractor shall keep any collection sites clean and free of Waste and Recyclables at all times, and it is further agreed that in the event the Contractor does not comply with these provisions, University shall do so, and the cost shall be borne by the Contractor.

The Contractor shall safeguard, indemnify, defend and hold harmless the University against all Claims resulting from the operation of any collection and hauling function.

The University will not be responsible for loss or damage to contractor's equipment, tools, or property due to vandalism, robbery, and theft or any other cause or action. The University will cooperate to the extent it deems feasible in guarding against such occurrences.

Appendix 1 – Map of Campus

A campus map can be found here: <https://map.nku.edu/>

Appendix 2 – Current Collection Locations and Pick-Up Days

Main Campus

Building Name	Qty	Container Type	Frequency	Days Picked-Up
Business College	1	8yd Dumpster	3days/week	MWF
Founders/HE	1	8yd Dumpster	3days/week	MWF
Albright Health Center	1	8yd Dumpster	5days/week	MTWRF
Central Receiving	2	8yd Dumpsters	5days/week	MTWRF
Central Receiving	1	8yd Recycling	1day/week	W
Student Union	1	Compactor	1day every 3 rd week	R
University Suites (dock)	1	8yd Dumpster	2days/week	MR
University Suites	1	8yd Dumpster	2days/week	MR
University Suites	1	8yd Recycling	1day/week	W
Kentucky Hall	1	8yd Dumpster	3days/week	MWF
Kentucky Hall	1	8yd Recycling	1day/week	W
Norse Hall	1	8yd Dumpster	3days/week	MWF
Norse Hall	1	8yd Recycling	2days/week	MR
Commonwealth Hall	1	8yd Dumpsters	3days/week	MWF
Commonwealth Hall	1	8yd Recycling	1day/week	W
Norse Commons	1	Compactor	As Required	As Required
Callahan Hall	1	8yd Dumpster	6days/week	MTWRFS
Callahan Hall	1	8yd Recycling	1day/week	W

30 yard roll-off Dumpsters

Central Receiving – 1 – pickup as needed

Maintenance Building – 1 – pickup as needed

Holidays and Summer Break

Pickups per week may be reduced from the second week in May to the second week in August and extended holiday breaks. NKU reserves the right to change frequency of service at the university’s discretion.

Appendix 3 – Scope of Work

A. **BASIC CAMPUS SERVICES**

1. Contractor shall provide the refuse and recycling management services and equipment described in Appendix 2 of this RFP.
 - A. NKU, through its employees or contractors, shall have the responsibility of removing Refuse (as hereinafter defined) and Recyclables from buildings outlined in appendix 2. NKU shall be obligated to remove any spillage in the vicinity of Refuse and Recyclables Management Equipment (as hereinafter defined) caused by the employees of NKU or other contractors of NKU. Contractor shall have the responsibility of collecting Refuse and Recyclables from the Designated Collection Sites and ultimately transporting this Refuse and Recyclables to a government authorized, permitted sanitary Class II landfill or MRF for disposal or recycling.
 - B. Contractor shall provide, at its expense, all equipment with sufficient capacity to provide for the collection, consolidation, and compacting of all Refuse (the "Refuse and Recyclables Management Equipment") and Recyclables.
 - C. Contractor will remove Refuse and Recyclables from all Designated Collection Sites and Designated Consolidation Sites with sufficient frequency to ensure that the amount of Refuse and Recyclables contained in any of the Refuse or Recycling Management Equipment never exceeds the capacity of such Refuse and Recyclables Management Equipment.
 - D. Contractor shall provide one or more employees, on every NKU Workday (as hereinafter defined), as may be necessary to perform and complete the Basic Campus Services and pick-ups before 6:30AM. In the event of an emergency, Contractor will satisfy the request for service that day (Contractor shall be on campus within 4hrs of emergency notification), for a specified hourly fee, unless the emergency arises from the fault of the Contractor, in which event no additional compensation shall be payable to Contractor. Contractor will provide such other employees as may be necessary from time to time to perform the Basic Campus Services, for no additional compensation. The Contractor will respond within 48hrs once notified to pick-up any of the non-scheduled containers.
 - E. Contractor shall have the responsibility to maintain all of the Refuse and Recyclables Management Equipment in excellent condition and in first-class working order. Contractor shall repair and replace (when necessary in order to perform the Basic Campus Services) the Refuse and Recyclables Management Equipment. Contractor shall bear the cost of all parts for, and maintenance, repair, and replacement of, the Refuse and Recyclables Management Equipment. There shall be no extra charges for transfer of damaged equipment
 - F. At a minimum the trash compactors should meet the specifications provided in appendix 5.
 - G. Contractor will, at its expense, refurbish and repaint, in a color approved by NKU Refuse and Recyclables Management Equipment that does not need to be replaced, as necessary to create the best aesthetic appearance compatible with the immediate environment. Contractor shall, at its expense, paint all replacement Refuse and Recyclables Management Equipment in a color approved by NKU.
 - H. Contractor shall keep clean all areas in the vicinity of any Refuse and Recyclables Management Equipment and shall employ odor-control methods to ensure that foul odors

do not emanate from the Refuse and Recyclables Management Equipment.

- I. Contractor shall provide, as part of the Basic Campus Services, a thirty (30) yard roll-off container (the "Construction Container"), to be located at the Operation and Maintenance building, for the purpose of disposal of demolition and construction debris. NKU or its contractors may deposit demolition and construction debris in the Construction Container. Contractor shall empty the Construction Container and transport its contents for disposal as required for no additional compensation. The Contractor should provide a per pull price in the form of proposal.

B. GENERAL PROVISIONS

All conditions regarding operations and terms described herein apply both to the collection of Recyclables and of Refuse.

1. "Refuse" shall mean all non-hazardous putrescible and non-putrescible solid waste generated by NKU at the Uptown Campus and in the Broadway Sweep Area, including, without limitation, dry and food waste, litter, debris from sweeping operations, limbs and plant material, bulk trash in the form of furniture, appliances, and equipment, and various forms of illegally dumped trash (provided such illegally dumped trash is not Excluded Waste (as hereinafter defined). "Refuse" shall not include source-separated recyclables, demolition or construction debris, any hazardous waste, bio-medical waste, bio-hazardous medical waste, infectious waste, asbestos, materials containing asbestos, tires, liquid waste, waste oil, batteries, highly flammable, explosive, toxic, radioactive, corrosive, ignitable, incendiary, acidic, nuclear waste or sewage (collectively, the "Excluded Waste"). Additionally, Refuse shall not include septage, laboratory or industrial process waste, petroleum, synthetic petroleum products, contaminated soils, previously treated wastes whose characteristics have been altered (decharacterized waste)(collectively, "Special Waste"). NKU agrees not to deposit, or to permit the deposit of, any Excluded Waste or Special Waste for collection by Contractor.
2. All drivers employed by Contractor to perform the Services shall have the class of current Kentucky Commercial Drivers Licenses required under Louisiana law for the type of vehicle operated by such driver, and satisfying the requirements of the Federal Motor Carrier Safety Regulations, 49 C.F.R. 383.151.
3. Contractor shall pay the costs of fuel, maintenance, repair, and replacement of any vehicles and equipment used by Contractor to perform the Services, any taxes imposed on Contractor, and all other costs incurred by Contractor in connection with performance of the Services. All disposal ("tipping") fees charged by any landfill shall be paid by the Contractor, with the provision that disposal charges associated with compactor containers shall be documented and invoiced monthly as a pass-through charge.
4. Monthly billings should list each dumpster size, location and monthly fee also to include any additional on-call services that were placed during the month per location.
5. Billing questions/problems/issues/concerns should be handled promptly (within 48 hours) and a new

corrected billing should be issued to NKU within 7 to 10 days. Any delay of this process is not good practice for the University as this interferes with other departments that are responsible for paying the Trash/Recycling bills.

6. Contractor shall be responsible for ensuring that its operations do not result in any spillage of any Refuse (whether liquid, loose or compacted). Contractor shall promptly remove, at its expense, any such spillage. Contractor shall be responsible for ensuring that the vehicles it uses to perform the Services do not leak oil or other fluids, and shall be responsible for removing any such leaks.
7. Contractor shall repair, at its expense, any damage caused by its operations.
8. Contractor will provide to NKU on a quarterly basis a report setting forth the estimated total tonnage Contractor handled in the preceding quarter in performing each of the Basic Campus Services.

Appendix 4

Proposal Pricing Cost Form			
Item	Description	Monthly Service Fee Proposed (For Year 1 Services)	Annual Service Fee Proposed (For Year 1 Services)
Basic Services - Waste Collection			
1a	Base proposal for the Waste collection services for the "Basic Campus Services" described in Appendix 2, (Servicing all non- compacting container locations and providing all Container Equipment requirements).	\$ _____/Month	\$ _____/Year
1b	Base proposal for servicing 2 compactors for the "Basic Campus Services" described in Appendix 2 (Servicing all compacting waste containers and providing all Container Equipment Requirements.)	\$ _____/Pull \$ _____/Month	\$ _____/Year
1c	The "Basic Campus Services" includes 2 30CY roll off "Construction Container" with oncall service. Additional pulls/disposal services for this item may be charged. Provide pricing per pull here.	\$ _____/Pull of 30 yard roll off container	NOT APPLICABLE
Hourly Charges for Labor and Equipment			
2a	Hourly Fee for Emergency Collection Services (4hr response)	\$ _____/Hour (Year 1)	NOT APPLICABLE

Responsive proposals must provide information on the primary and secondary facilities to which Waste and Recyclables will be delivered. Include facility name, facility operator, and address. Failure to provide this information will void the proposal.		
1	Primary Waste disposal facility	Primary Recycling facility
2	Secondary Waste disposal facility ("backup")	Secondary recycling facility ("backup")

From time to time, NKU may need to expand the scope of work to place a waste or recycling collection container on Campus--for example upon completion of new buildings, or on a temporary basis for a project. Provide pricing for waste and recycling containers beyond the Basic Campus Services, based on size and service frequency. In the event that such containers become part of the permanent Basic Campus Services, they will become subject to all general provisions associated with such services.

Trash	Container size	6x per week	3x per week	1x per week	On-call, per pull
	4CY FEL for trash				
6CY FEL for trash					
8CY FEL for trash					
15CY roll-off container for trash					
20CY roll-off container for trash					
30 CY roll-off container for trash					
Other options--describe					
Recycling	4CY FEL for recycling				
	6CY FEL for recycling				
8CY FEL for recycling					
15CY roll-off container for recycling					
20CY roll-off container for recycling					
30 CY roll-off container for recycling					
Other options--describe					

Appendix 5

The trash compactors should meet industry-standards.

REFERENCES

Please provide references: The bidder is required to submit a list of completed projects where he has performed similar work to that specified herein.

Organization: _____

Contact Name: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Brief Project Description: _____
