

CITY OF UNION, KENTUCKY

2009

SPECIFICATIONS AND BID FORMS

For Collection of Garbage, Trash and Refuse

Attachment "A" of the Waste Collection and Disposal Service Contract

It is the intent of the City of Union, Kentucky to accept bids for granting the right, privilege and franchise of entering in and upon the streets and public ways for the collection of garbage, trash and refuse and for transporting, and disposal of all residential solid waste generated within the city.

General Specifications for terms as follows:

1. Bids shall be for proposals for a two-year (2 year) term and an additional two-year (2 year) option. The decision on whether to enact the option will be left to the sole discretion of the City of Union.
 - The term of agreement shall be for two (2) years beginning August 1, 2009 and extending through July 31, 2011 with an option for an additional two (2) years beginning August 1, 2011.
2. Where bidding is based on the number of residential units to be serviced, the bidder agrees to accept the number of residential units to be serviced as determined from the official records of the City Clerk of the City of Union, Kentucky.
3. To assist bidders in calculating their bids, the following information may be used:
 - a. City of Union population estimate: **3,700.**
 - b. *Total number of single family residences approximately: **1695**
 - c. Miles of city streets are approximately: **28.8**
4. The bidders shall formulate a listing of routes, schedules, and rates for the subscription-type services (e.g., Recycling, 90-gallon trash can, etc...) prior to final awarding of the contract.
5. Bidder agrees that such rates shall not be increased during any applicable term of this agreement.
6. Rates to be charged for residential collections are to be quoted for billings on a quarterly basis.
7. The successful bidder shall take all necessary steps to notify each dwelling unit of schedules, routes, collection programs or any future changes once the City Designee has approved them.
8. The successful bidder shall, within 30 days after the start of the contract, provide the City of Union with a schedule of areas that will be traveled each pickup day within a two (2) hour timeframe. Should changes in this schedule need to be made, the contractor shall notify the City of Union. In the event Contractor desires to change the schedule, Contractor must notify the City and it is Union's discretion to allow Contractor to make change.
9. The successful bidder shall pickup refuse one (1) day per week, every calendar week, between the hours of 7:00 A.M. and 5:00 P.M. Such day shall be on the same day each week. The bidder shall provide these services on every collection day throughout the year except Sundays, Christmas and New Year's Day. In years when Christmas and New Year's Day fall on regular collection days, the

first business day following the holiday will be the designated day. The Contractor shall make provisions to ensure no reduction in service during any holiday week.

- In no event shall Contractor begin to pickup residential refuse within the city limits earlier than 7:00 AM (local time), and no later than 5:00 PM., (local time) except for reasonable circumstances requiring a late pickup time and the City shall be informed of such circumstances.
10. All refuse shall be placed at the curb or alley line for pickup including large items, (furniture, appliances, etc.)
 11. There is to be no limit as to the number of containers per occupant.
 12. Restrictions on items to be removed include the following:
 - a. Appliances containing Freon must be certified that the Freon has been removed.
 - b. Whole tires, lead acid batteries and appliances containing ozone-depleting compounds are excluded items.
 13. The Contractor will furnish all personnel, labor, equipment, trucks and other items necessary to provide the said refuse and waste collection and further to remove and dispose of same in a properly licensed and approved landfill operation outside the territorial limits of the city. The Contractor is responsible for complying with all local, state, and federal laws, particularly those pertaining to the collection, transportation, and final disposal of solid waste.
 14. The Contractor will ensure that the driver of each refuse truck utilizes adequate procedures to safely maintain the continued flow of traffic when operating on any public thoroughfare. In addition, all traffic ordinances and street signs must be strictly observed.
 - Speeds in the excess of posted limits and ignoring traffic signs will not be permitted and will result in cancellation of the parties' contract.
 - The safety of Union citizens is of utmost importance.
 15. The Contractor shall provide the City with a list of appropriate contact persons and/or departments for all complaints or concerns of any situation. Said contact will have the authority to authorize changes in service and handle complaints.
 16. The Contractor shall offer curbside recycling collection to residents of the City of Union, Kentucky on a subscription-type basis. The Contractor shall do its own billing and collection for recycling services, it being understood and agreed that there is no responsibility of the City of Union, Kentucky, for any billing or collection responsibilities. Further, the Contractor shall bill the user of the service and not the owner of the property, if the two are not one and the same. The bill shall not constitute a lien against and shall be the personal debt of the user of the service. Service shall be provided to all citizens equally and service shall not be denied to any citizen other than for non-payment for service.
 17. If selected to receive the contract; the Contractor must issue and maintain the following policies of insurance:
 - a. Worker's Compensation Insurance, as required by the terms of Chapter 342 of the Kentucky Revised Statutes, and Employer's Liability Insurance with a limit of no less than \$100,000. 00 per occurrence.
 - b. The Contractor shall produce and keep in full force and effect throughout the term of the agreement, all the insurance policies specified herein, and those as required by law of the Commonwealth of Kentucky and Federal Government including a general public

liability policy with limits not less than One Million (\$1,000,000.00) Dollars per person/occurrence. Contractor shall furnish to the City a certificate of such insurance coverage, the same to be kept on file with the City Clerk for the City's permanent records.

18. The successful bidder will be required to hold harmless and indemnify the city from any and all claims, legal or equitable, including court cost and reasonable attorney's fees, arising out of the operation of the collection and disposal services.
19. The Contractor agrees to furnish security to guarantee performance as to the duties and obligations arising from being granted exclusive rights, privilege and franchise for collections of garbage, trash and refuse, such security being in the sum of **TEN THOUSAND DOLLARS (\$10,000.00)** by bank cashier's check or certified check, payable to the City of Union, Kentucky, as security for the faithful performance by the company of all provisions of the bid to be held in an escrow account by the City, which shall be refunded at the successful completion of the contract term.
20. The Contractor agrees that if it fails to perform all duties imposed upon it, the City of Union may terminate the Agreement with the Contractor, rendering the exclusive privilege, right and franchise of collection of garbage, trash and refuse null and void and the Union City Commission may order such services to be performed by a reputable firm other than the Bidder after forty-eight (48) hours notice to the Bidder and the costs of such reputable service shall be charged against the security deposit.
21. All bids and proposals in response to this solicitation must be received by the City Clerk of Union, Kentucky on or before 7:00 P.M., local time, on **Monday, July 6, 2009**, and enclosed within a **sealed envelope**, with the words "**Waste Collection Bid**" on the outside of the envelope. The bids will be opened and read aloud during the regular city business meeting on July 6, 2009.
22. Bidder acknowledges that the City of Union has reserved the right to reject any and all bids submitted and to accept the best bid even if it is not the lowest bid. The City of Union reserves the right to negotiate with the successful bidder after such bid is accepted.
23. Bidder agrees to perform the following services without charge to the City of Union:
 - a) To provide (1) dumpster at no charge at: 10087 Old Union Road, Union, KY (Union Community Center - 6 yard rear loader weekly)

Severance Clause:

The City of Union is a part of the Northern Kentucky Solid Waste Management Area (known as the NKSWMMA). The NKSWMMA is comprised of Boone, Campbell, and Kenton Counties and all thirty-nine incorporated cities located within the Area.

The NKSWMMA is operating under an approved solid waste management plan, officially approved by the Kentucky Division of Waste Management, on March 27, 1998.

If the NKSWMMA should elect to institute some type of collection/disposal method other than the Contractor's, the City may withdraw, or make appropriate changes agreeable to both parties, from the contract with the Contractor upon a 90-day written notice.