

March 11<sup>th</sup>, 2019



## **Residential Solid Waste and Recycling Collection Service Contract**

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July 2019 – June 2023  
w/ Optional Two (2) Year Renewal

Bids Due:  
Wednesday, April 17<sup>th</sup>, 2019  
10:00 AM  
City of Union City Building

City of Union  
1843 Mt. Zion Road  
Union, KY 41019  
(859) 384-1511

## **Bid Specifications**

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.

### **SECTION 1: Statement of Intent**

- 1.1 It is the intent of these specifications to set forth conditions under which solid waste and recycling collection shall be conducted.

### **SECTION 2: Bid Conditions**

- 2.1 The advertisement for bids, attached hereto as advertised in a publication of general circulation, shall be considered to be a part of these specifications and incorporated herein.
- 2.2 Prospective bidders shall become familiar with the instructions and requirements set forth in these specifications before preparing their bid.
- 2.3 Bids shall be stated as a charge per unit per month and totaled to clearly display a yearly fixed cost. Bids shall be inclusive of any and all costs including labor/labor related costs and or benefits, taxes, materials, equipment, landfill fees and any and all other costs relating to solid waste collection, disposal or recycling. Surcharges after the acceptance of a contract may not be added without consent of the City of Union.
- 2.4 Bidders shall use only the bid specifications provided by the City of Union and such proposal shall contain the same of interested persons, firms or corporations submitting the bid and shall be signed by such person or by an authorized representative of such a firm or corporation. Furthermore, the bid proposal must be signed in ink by any individual proprietor, by all of the general partners of any partnership, by one or more members or officers of any corporation, or by a duly authorized agent of any other form of business entity which is submitting the bid.
- 2.5 The City of Union will accept bids only from persons, firms or corporations that have actively provided the services required by the contract for a minimum of two (2) years prior to the time of initial bid advertisement,
- 2.6 Each bid shall be sealed in an envelope, plainly marked "**City of Union, Residential Solid Waste Collection and Recycling Bid**" and received no later than **Wednesday April 17<sup>th</sup>**,

**2019 at 10:00 am EST.** Bids will be read out loud at 10:00 April 17<sup>th</sup>, 2019. All bids should include completed Attachments D, E the Insurance Accord Form 25 (Attachment A) and the following:

- A description of quantity and assignment of equipment, laborers and procedure for the collection of residential solid waste and recycling. Please include any visual aids or maps of the collection routes if possible.
- A complete statement of qualifications shall accompany each bid.
- Each bid must be accompanied by a Bid Bond payable to the City of Union, KY in the form of either:
  - (a) A bond for 10% of the bid amount
  - (b) A certified check for 10% of the bid amount
  - (c) A cashier's check for 10% of the bid amount
- Commitment to begin July 1<sup>st</sup>, 2019.

For the purpose of calculating the Bid Bond, the bid is hereby defined as the total unit cost per resident per month multiplied by the number of subscribers, multiplied by 12 months.

Said bid bond shall guarantee that the lowest and best responsible bidder will execute a contract, at the prices set forth in the bid upon the specified starting date following acceptance of the bid and contract. If the lowest and best responsible bidder fails to enter into a contract upon the prescribed date and time, the bid guaranty shall be paid and retained by the City of Union and the bidder and the surety on the bidder's bond, if any, shall be liable to the City of Union for the amount thereof.

- 2.7 All questions concerning the bid documents and or specifications should be directed to: David Plummer, Chief Administrative Officer, 1843 Mt. Zion Road, Union, KY 41091 (859) 384-1511 Office; email: [Davidp@cityofunionky.org](mailto:Davidp@cityofunionky.org).

### **SECTION 3: Award of Contract**

- 3.1 Upon review of the bids, the City of Union shall either, (a) reject all bids, or (b) award the contract to the lowest and (or) best responsible bidder and reserved the right to choose among bid options and or alternates.
- 3.2 As soon as the bids have been compared, the City of Union will return the bid guaranties of all except that of the lowest and best responsible bidder. The bid guaranty of the

lowest and (or) best responsible bidder will be returned after a satisfactory Performance Bond has been furnished and the contract executed.

3.3 The City of Union reserves the right to make the award in the best interest of the City of Union, to waive irregularities that do not adversely affect the substance of these specifications, to choose alternate options as deemed beneficial and to reject any or all bids in whole or part.

3.4 In case the selected Contractor fails to furnish materials or execute the work in accordance with the specifications, or if the provisions of this contracts are otherwise violated, then in any such case, upon 30 days written notice to the Contractor, the City shall have the right to declare the contractor in default on the said contract. Said notice shall contain the reason for the City of Union's intention to declare the Contractor in default on the contract and, unless within 30 days after service of said notice the violation shall cease or satisfactory arrangement shall have been made for its correction, the Contractor, upon expiration of said 30 days, shall be in default on the contract and their right to proceed under the Contract shall be terminated. The action of the City of Union in the declaration of the default of the Contract shall be final and conclusive, and the Contractor shall not be entitled to claim or receive any damages for not being allowed to continue. The City of Union will then retain the right to utilize the performance bond to perform the work under a second contract.

#### **SECTION 4: Workmanship**

4.1 All work performed by the contractor and any of its agents or employees in connection with the collection and disposal of solid waste and recycling shall be done in a competent and workmanlike manner. The driver of each refuse truck will utilize 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.

4.2 All work performed by the contractor and any of its agents or employees in connection with the collection and disposal of solid waste and recycling shall comply with all applicable federal, state and local laws and regulations.

#### **SECTION 5: Scope of Work**

5.1 Bids shall be for proposals for a four-year (4 year) term and an additional two-year (2 year) option. The term of agreement shall begin July 1, 2019 and extend through June 30, 2023, with an option for an additional two (2) years beginning July 1, 2023. The

decision on whether to enact the option will be left to the sole discretion of the City of Union 30 days prior to the ending of the original four-year term.

The initial 4 year contract term should be broken into (2) two two-year blocks for bidding purposes. This means the contractor will have a 4 year contract with two rates within those 4 years. Please see Attachment D (Bid Sheet) for guidance on how to bid.

- 5.2 The City of Union is growing community. Every residential home in the City of Union will be required to be serviced when it is occupied by residents. The contractor must be open to the addition of new residential customers from this growth. At the beginning of each fiscal year (FY), the contractor may request that the city reconfirm the number of residential units for the next 12 months. This analysis will reflect the current count in the Boone County Clerk's Office and or the latest data from Boone County GIS Department.
- 5.3 The contractor shall provide weekly collection of Solid Waste and Recycling for all residents and City of Union facilities as specified. Collection shall be performed on one designated day of the week, preferably, Thursday.
- 5.4 The following information should be used for final bid creation purposes and projections:
  - a) City of Union population estimate: **5,807**
  - b) Total number of single family residences approximately: **2,338**
  - c) Miles of city streets: **26.1** Total Miles: **37.3**
- 5.5 The City of Union will require pick up at its two (2) properties.
  - a) **City Building: 1843 Mt. Zion Road, Union, KY 41019**
    - a. Need two (2) 95 gallon Waste Containers and 1 65 Gallon Recycling Container
  - b) **Rice Cemetery: (near 1599 Mt. Zion)**
    - a. Will require two (2) 95 Gallon Containers to be serviced weekly.
- 5.6 Preferred containers to residents should be available for private purchase or rental through the Contractor. **Quotes for this service shall be included with the submitted bid.** The resident may contact the contractor directly to do so. Containers supplied by the contractor should have wheels if they have a capacity over 20 gallons. The contractor will make every attempt to meet the resident's needs in this regard.
- 5.7 The contractor will not refuse any reasonably maintained container set out for normal weekly collection.

5.8

## **SECTION 6: Collection Times**

- 6.1 Frequency of collection shall be once each week for each resident of both Solid Waste Collection and Recycling occurring on the same day. The current collection day is **Thursday** of each week.
- 6.2 It shall be the Contractor's responsibility to determine an agreed upon schedule with the City and to effectively inform each resident of any change or modification from a previous collection schedule, as well as to adequately inform each subscriber of any change in procedure for the residential collection. In any event, collection times on any determined day shall not commence prior 7:00 am and shall not continue beyond 5:00 pm *without the expressed consent of the City of Union.*
- 6.3 Collection shall never be postponed for any Federal, State or local emergency longer than two (2) working days following the regular day of collection without the written approval of the City of Union.
- 6.4 The contractor may observe the following dates as holidays, if such dates occur on a collection day: New Year's Day, Independence Day, Labor Day or Christmas Day.
- 6.5 Collection not made on said holidays shall be made on the next following business day. No other changes in the collection schedule may be made without the written approval of the City of Union.

## **SECTION 7: Collection Conditions**

- 7.1 Trash shall be placed at, and collected from, the area between the sidewalk and street, or in an area closest to a street except for any designated collection areas provided on private streets.
- 7.2 There will be no limit to the number of containers serviced per resident.
- 7.3 To the extent possible, every effort will be made to collect large/bulky items which do not fit into residential trash containers. This can be accomplished either through this one-day collection or from additional services proposed with this bid.
- 7.4 Contractor shall have the right to request garbage/waste collection to conform to industry standards like the wrapping of mattresses/couches for bed bugs, or the bundling of yard waste into convenient piles. Further restrictions include:

- 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.
- 7.5 In the case a collection was missed, every effort will be taken by the contractor to accommodate the problem. This should be done no later than the day after normal collection.

## **SECTION 8: General Specifications**

- 8.1 The Contractor will designate a minimum of one qualified and knowledgeable person to interact and represent the Contractor with the City of Union during the term of said contract.
- 8.2 Each of the Contractor's employees shall at all times possess and carry a valid driver's license and additionally have and carry a Commercial Driver's License (CDL) required for the type of vehicle being driven.
- 8.3 The bidders shall formulate a listing of routes, schedules, and rates for the subscription-type services (e.g., 95-gallon, trash cart, etc...) with their bid.
- 8.4 Bidder agrees that such **rates** shall not be increased during the first four (4) year term of this contract. While the rate must remain the same, the number of residential accounts can change based upon the process established in SECTION 5 of this document.
- 8.5 Rates per household should be clearly broken down into regular waste collection and recycling costs on each bill to the city. The Contractor will submit these billings quarterly.
- 8.6 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 has approved them.
- 8.7 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.
- 8.8 The contractor shall not subcontract for collection within the City of Union without the express written consent of the City of Union.

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- 8.9 The contractor is responsible for the prompt cleanup of all spills of debris, refuse, garbage, recyclables, and the cleanup of all hydraulic or other fluids from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after any said spill occurs.

#### **SECTION 9: Insurance and Liability**

- 9.1 Please see Attachment A for Guidance on the submittal of insurance information and limits.
- 9.2 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.



## Residential Solid Waste and Recycling

### Bid Sheet

Attachment D

The contractor's base bid is to provide unlimited residential solid waste collection and recycling, one time per week, to approximately 2,338/ single-family residential units. Approximately 76 of these units are on private drives (Royal Oak Lane).

Additionally, the contractor's total bid shall be the sum of Solid Waste and Recycling collection. Pick up will be one time per week. In addition, the City will require Waste and Recycling service at the Union City Building and Waste only collection at Rice Pike Cemetery.

#### Four Year Contract

##### **7/1/2019 to 6/30/2021:**

- Solid Waste Collection: \$ \_\_\_\_\_ per unit per month, \$ \_\_\_\_\_ annual cost
- Recycling Collection: \$ \_\_\_\_\_ per unit per month, \$ \_\_\_\_\_ annual cost
- Total: \$ \_\_\_\_\_ \$ \_\_\_\_\_

##### **7/1/2021 to 6/30/2023:**

- Solid Waste Collection: \$ \_\_\_\_\_ per unit per month, \$ \_\_\_\_\_ annual cost
- Recycling Collection: \$ \_\_\_\_\_ per unit per month, \$ \_\_\_\_\_ annual cost
- Total: \$ \_\_\_\_\_ \$ \_\_\_\_\_

#### 2 Year Extension

##### **July 1, 2023 to June 30, 2025:**

- Solid Waste Collection: \$ \_\_\_\_\_ per unit per month, \$ \_\_\_\_\_ annual cost
- Recycling Collection: \$ \_\_\_\_\_ per unit per month, \$ \_\_\_\_\_ annual cost
- Total: \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Additional Services**

If there will be an option for residents to purchase or rent containers, please list them below and their capacity. If you need more room or have additional services that you would like to offer as part of your bid, please draft a summary of the service and include with this bid sheet:

1. \_\_\_\_\_ \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ one time
2. \_\_\_\_\_ \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ one time
3. \_\_\_\_\_ \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ one time
4. \_\_\_\_\_ \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ one time
5. \_\_\_\_\_ \$ \_\_\_\_\_ per month \$ \_\_\_\_\_ one time