

LEGAL NOTICE

**CITIES OF EDGEWOOD, ELSMERE, LUDLOW, TAYLOR MILL AND VILLA
HILLS SOLICITATION FOR SEALED BID PROPOSALS RESIDENTIAL
SOLID WASTE AND RECYCLING BIDS**

The Cities of Edgewood, Elsmere, Ludlow, Taylor Mill and Villa Hills, Kentucky are seeking sealed bid proposals for solid waste residential collection and recycling services within their corporate boundaries.

All bids and proposals in response to this solicitation must be received at 385 Dudley Road, Edgewood, Kentucky 41017 on or before Noon local time, April 17, 2015, on a form provided in the bid package in an enclosed sealed envelope with the subject "SOLID WASTE BID" clearly indicated on the outside of the envelope. Bids will be opened immediately after the close of bids at Noon on April 17, 2015.

Each City included in this bid reserves the right to fully evaluate all bids for completeness and adherence to all bid specifications, and further reserves the right to reject any and all bids and proposals for any reason and may waive any informality in the evaluation of the bid. Each City included in this bid may in its sole discretion award a bid to the lowest and/or best evaluated bidder, who meets any or all, or a combination thereof, of the specifications and conditions set out in this Request for Bid.

**CITIES OF EDGEWOOD, ELSMERE, LUDLOW,
TAYLOR MILL AND VILLA HILLS RESIDENTIAL
SOLID WASTE AND RECYCLING BIDS**

Introduction & General Terms

The Cities are inviting bids for the collection and disposal of residential solid waste and recycling services within each City. The following specifications detail the requirements for this contract.

There are five Cities jointly involved in this bid process for Solid Waste and Recycling services for their communities. Listed below is their basic demographic information:

City of Edgewood – Population 9,400, 3,100 residential units and 4.2 sq. miles.

City of Elsmere – Population 8,478, 3,132 residential units and 2.5 sq. miles.

City of Ludlow – Population 4,548, 1,739 residential units and 1.2 sq. miles.

City of Taylor Mill – Population 7,000, 2,450 residential units and 6.4 sq. miles.

City of Villa Hills – Population 7,489, 2,400 residential units and 4.5 sq. miles.

The estimated total population of the combined cities is 35,000 with 14,000 residential units and 19 square miles.

Bid Process

Interested bidders may contact the following with questions or for a complete bid package including full specifications:

City of Edgewood, City Administrator, 385 Dudley Road, Edgewood, Kentucky 41017 or (859) 331-5910

City of Elsmere, City Administrator, 318 Garvey Avenue, Elsmere, KY 41018 or (859) 342-7911

City of Ludlow, City Administrator, 52 Elm Street, Ludlow, KY 41016 or (859) 491-1233

City of Taylor Mill, City Administrator, 5225 Taylor Mill Rd, Taylor Mill, KY 41015 or (859) 581-3234

City of Villa Hills, City Clerk/Administrator, 720 Rogers Rd, Villa Hills, KY 41017 or (859) 341-1515

No bid or proposal in response to this advertisement for bids shall be considered unless it complies with all of the provisions within the bid instructions. If there are any questions regarding the meaning or intent of any portion of the bid specifications, contract documents, or bid instructions, a written request for interpretation or clarification shall be submitted in writing. Any interpretation of the bid specifications, contract documents, or bid instructions will be made only by written addendum issued and mailed or delivered to each person receiving a set of such documents.

Any bidder may withdraw their bid in person and by written request any time prior to the scheduled time for the close of bids. Withdrawal after the scheduled time for the close of bids will not be permitted for a period of sixty (60) days.

Each Bidder will be required to submit six (6) separate \$50,000 bid bonds, one each made payable to each City listed in the bid. If a contractor is accepted, and contracted with, the bond will be held by each City as surety for the contract. The Bond shall be made payable to each City for \$50,000. Bonds shall be held as a guarantee that the contract with lowest evaluated bidder will be duly executed by the Contractor.

The Collection rate for the collection and recycling of residential solid waste indicated and bid upon shall include all applicable local, state, and federal fees and taxes and/or any fuel surcharges.

Evaluation of the Bids

The Cities will evaluate and intends to select the lowest and best overall bid proposal that most closely meets the specifications and needs of the Cities. In evaluating proposals, the Cities will consider cost, experience, qualifications, references, and ability to perform the service satisfactorily. Bidders may be required to deliver an oral presentation about their company and field questions from the Cities as part of the evaluation process.

It is the intention of all Cities involved in this bid to jointly choose one contractor from this bidding process. All Cities in this bid have an amount of similarities in service but some very distinct request for their community. Once the successful bidder is accepted, the contractor will meet with each City designee to discuss their community's service needs and individual requirements.

Each City listed in the joint bid retains the right to accept or reject any and all bids. Once a contractor is selected and a City decides to accept the bid a separate contract will be signed by each City separately. If any City chooses to reject the bids and does not enter into a contract with a contractor the winning contractor agrees by submitting their bid to provide the bid fees and services to any and all remaining cities bidding the service.

Term of Contract

The term of the contract will be for three years beginning July 1st, 2015 and ending on June 30th, 2018 at 12:00 pm midnight, local time.

Contract Assignment

The contract for residential waste and recycling services will be between the bidder and each individual City that accepts the bid.

Residential Collection Requirements

During the term of the contract period, the Contractor shall collect, or cause to be collected all collectible solid waste material and all separately collectible recyclables, which have been placed

for collection from each designated collection unit before the arrival of the Contractor.

Each City will provide the contractor with a schedule of streets and residential unit addresses from which the collection of residential waste and recyclable materials will occur during the term of the contract. This schedule of collection locations may be revised from time to time by the City.

- A. The Collection Schedule shall provide for the collection of all solid waste material, from each residential collection unit during the calendar week, for all 52 weeks per year, up to the equivalent to six (6) 95 gallon containers for each unit. The frequency and days of collection for each City may vary from 1 day per week to 2 days per week. There may also be some specific days allowed for collection. The selected contractor will collect solid waste in containers provided by the contractor and unenclosed materials no more than five (5) feet in length and less than 75 pounds. An individual city may require contractor to collect solid waste in containers provided by the resident. Limbs and brush shall be bundled and placed in lengths no greater than five (5) feet in length.
- B. The contractor shall provide for the collection of separately collectible recyclables from each residential collection unit.
- C. The collection schedule shall not provide for the collection of any recyclable or any other solid waste material on a Sunday during any period.
- E. The collection schedule shall not provide for the collection of any recyclables or any other solid waste material on Christmas or New Year's Day, if such days fall on a normally collected day of the week. (Make-up shall be on the next day, excluding Sunday)
- F. The Contractor shall provide the City with maps and schedules of collection routes and keep such information current at all times.
- G. Contractor shall check each day with City personnel at the conclusion of the route for missed pickups, complaints, etc. Any missed pickups and complaints will be addressed within 24 hours.
- H. The Contractor shall provide a high level of customer service. All employees and agents are expected to conduct themselves in a professional manner and present a positive appearance. Employees shall wear uniforms with the Contractor's name.

The collection of all recyclables and other solid waste material by the Contractor shall occur between 7:00 am and 6:00 pm local time (Unless otherwise requested by the City or by contractor request that is approved by the City), by the use of motor vehicles with enclosed cargo space and backup signals. Such vehicles shall conform to all provision and requirements of all laws, statutes, ordinances, and regulations of any governmental agency having jurisdiction. Vehicles shall not be backed out of streets providing a radius greater than one hundred ten (110) feet.

The Contractor shall provide for once per week collection of large items, such as water heaters and furniture, from all single family attached, single family detached, and two family residential dwelling units by appointment. The cost of this service shall be included in the per unit rate established.

The Contractor shall remove all recyclable material and other garbage from the containers in which it is placed for collection in such a manner that no portion is left in the container or lying on the ground. Additionally, the empty cart will be placed in such manner that it will not be

bent, dented, cracked, split, crushed or otherwise damaged and not to block driveways. Dropping or slinging an empty can after disposal shall be prohibited.

The Contractor will be responsible for the timely clean-up of any leaks from a collection truck, upon notification by the City. Repeated staining of City streets due to leaking trucks will subject the Contractor to potential contract default.

Trash Carts

The Contractor as part of the bid shall supply, at no additional charge beyond the base price contained in this bid, a standard 95 gallon wheeled cart at the outset of the contract period to each residential unit.

Residents may opt for a smaller, 65 gallon trash cart at the outset of the contract period. The City will supply a list of customers requesting the smaller size cart at least 30 days prior to the contract beginning date or as it is requested by customers. There may be Cities that request the opposite so pricing is to include either a smaller or larger container. During the contract period residents may request a change in their container size, if this occurs the resident will be required to pay any cost associated with a different size container.

Contractor shall pick up refuse that is not contained in the supplied trash cart, as long as it meets the required size and weight restrictions noted above.

Recyclables

The Contractor will provide each residential unit with a clearly marked 65 gallon recycling cart for individual use. This cart shall be provided at no additional cost beyond the per unit cost contained in the bid amount. The Contractor will provide no more than one replacement cart to a resident during the contract period if damaged or stolen. Residents may choose to continue using a recycling bin in lieu of the 65 gallon cart. Residents and some Cities may request a 95 gallon container.

Recyclables (further designated in KRS 109.012) are defined as all glass, aluminum metal and bi-metal cans, jars, bottles or other containers, with the symbols 1PET or 2HDPE, newsprint, white paper, corrugated cardboard, phone books, and magazines.

Contractor will make every reasonable attempt to ensure that all recyclables collected will be recycled and not placed in a landfill. If a load of recycled materials is rejected by a recycler, the Contractor may dispose of the rejected recyclables in a landfill. Any recyclable materials that must be deposited in a landfill shall be recorded and a quarterly report issued to the City denoting the weight and volume of materials dumped in the landfill. The report shall also list the total tonnage of recyclables collected.

In keeping with the Cities' commitment to recycling, Contractor shall provide a written notice to each residential household via U.S. Postal mail at the outset of the contract explaining the Contractor's recycling procedures (what is accepted, etc), telephone and email contact information.

Business License Fees

The successful bidder shall obtain an Occupational License to do business in each of the Cities before a contract can be executed.

Penalties

If the Contractor fails to collect residential waste or recyclable material from any designated unit within the City, at the times and days indicated in the RFP, the Contractor will have deducted from their monthly payment an amount equal the individual residential monthly rate per pickup.

Charges for Service

The Contractor will either invoice the City at the conclusion of each month during the term of the contractual period, at a sum equal to one-twelfth (1/12) of the total collection costs for the period (year one, year two, and year three). Or, the Contractor will bill the owner of each residential unit if a City chooses the Option for the Contractor to bill based on the agreed upon frequency in the signed contract.

Quarterly Reports

The Contractor will provide a comprehensive written report to the City on a quarterly basis (August, November, January, April) within twenty-five (25) days of the conclusion of the quarter detailing the total collection tonnage, number of units serviced, special collections (white goods, furniture, etc.), tonnage of recyclable materials, resident participation rates, etc. Every quarterly report shall also detail the total number of complaints received for that period, including a listing of each complaint and its final resolution.

Other Services included in Bid

As part of the total bid, the Contractor shall include at no cost to the City up to two 7 to 20 yard roll-off dumpsters to each City contracting for service to be located at a specified site by each City with regular weekly pickup (a City may request less frequent pickup of the dumpster). Contractor will also include at no cost to the City solid waste and recycling pickup services at each City's City Building, or other designated buildings that the City owns or leases or other building specified by the City, on the same schedule as other residential collection in the City.

Additionally, up to three (3) times per year the Contractor agrees to provide at no cost to the City one twenty (20) yard dumpster to each City for three (3) consecutive days, of each year of the contract period, for the collection of waste from special events, street sweeping activities or other City sponsored events.

The Contractor also agrees to provide the fees and services contained in this bid for any natural disasters declared by FEMA. If additional dumpsters, pickups or services are required these services and fees will be billed to the City at the fees included in this bid.

The Contractor will provide corrugated cardboard boxes or similar type disposable boxes with liners to serve as trash cans to assist in the collection and appropriate disposal of trash at various city sponsored community/recreational events. Each City can request a quantity of disposable boxes, not to exceed 100, for each year of the contractual period.

If the Contractor wishes to provide the City with the use of Port-O-Lets provide rates below, if applicable:

EQUIPMENT	PERIOD	COST PER UNIT
Port-O-Lets with Hand Sanitizers inside (6 per fiscal year)	July 1, 2015 through June 30, 2018	\$ _____ per Unit
Hand Sanitizer Stands (2 per fiscal year)	July 2, 2015 through June 30, 2018	\$ _____ per Unit

Please initial in the space provided, if the Contractor chooses NOT to provide Port-O-Lets referenced above. _____

Insurance Requirements and Indemnification

The successful bidder shall at all times during the duration of the contract maintain Worker’s Compensation Insurance, General Liability Insurance, Bodily Injury Liability Insurance, Automobile Liability Insurance, Property Damage Liability Insurance and Excess Umbrella Coverage. All insurance shall be provide by insurance providers acceptable to the City having a Best Rating of not less than “A+” (or equivalent rating) and in amounts acceptable to the City as outlined below. The Cities shall be notified not less than thirty (30) days in advance of cancellation or alteration of such coverage by the insurance provider. The minimum limits of coverage shall be as follows:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Worker’s Compensation Requirements	Statutory
General Liability occurrence	\$1,000,000 per
Bodily Injury Liability occurrence	\$5,000,000 aggregate
Automobile Liability Insurance	\$1,000,000 per
Property Damage/Liability Insurance	\$1,000,000 per occurrence
Excess Umbrella Coverage	\$2,000,000
Automobile Liability Insurance	\$5,000,000 aggregate
Property Damage/Liability Insurance	\$1,000,000 per occurrence
Excess Umbrella Coverage	\$2,000,000

In lieu of providing excess umbrella coverage, the successful bidder may choose to provide comparably adjusted occurrence and aggregate limits.

The successful bidder shall agree to indemnify, defend, and hold harmless each City being contracted with, their agents, elected officials, representatives, and employees from and against all claims, demands, damages, losses, liability, and expenses, consequential damages of

any kind or nature, including attorney's fees arising from the execution of the successful bidders work performance, or failure to perform under the terms of the contract; except for those claims which arise from the sole negligence or willful misconduct of a City.

Contract Cancellation

The Cities reserve the right to cancel a contract for residential waste and recycling collection upon failure of the Contractor to perform those services in accordance with the bid specifications. The Cities will provide written notice of contract violations, and the City will give sixty (60) days written notice of contract cancellation, citing the reasons for termination of contract based on failure to provide required services stated in the contract.

Unanticipated Costs

The Cities will negotiate with the selected contractor in the event that an unanticipated increase in base costs occurs during the course of the contract as a result of the imposition of new or increased governmental regulations not in effect at the time of the bid acceptance by the City.

Fuel Surcharge

Contractor will be granted a one-time adjustment to the contract price if the average price of diesel fuel (as cited by AAA's Daily Fuel Gauge Report) exceeds five (\$5.00) dollars per gallon for a period exceeding three (3) consecutive months. Contractor will be allowed a three (3%) percent price adjustment to the contracted amount for the remainder of the fiscal year in which the price adjustment is applicable. If the price of diesel fuel remains above five (\$5.00) dollars at the start of the next contract period (fiscal year), the fuel surcharge will remain in place until such time as the average price of diesel fuel drops below five (\$5.00) dollars per gallon for three consecutive months.

Communication/Notification

The Contractor will bear full responsibility and cost for producing and distributing, to each residential customer, at the beginning of each year of the three year contract period to each residential unit served information regarding schedules, routes, service complaints, special pickups and services and recyclable requirements. Additional copies of this material shall be provided to the City to be kept at the City building for distribution to new residents and placed on social media outlets.

Further, it is the responsibility of the Contractor to notify City residents if circumstances such as weather, etc. may effect regularly scheduled collection times or days. This may be done either by local news broadcast, electronically (website, email, alert systems), telephonically, or via verbal/written notice.

Resident Bidder Preference

The Cities included in this bid follows State Bidder Preference requirements incorporated in KRS 45A.494 for evaluation of bidders. This preference is for businesses located or paying taxes in Kentucky, but only if the State which they operate also gives in state bidder preference. Please

see Attachment Affidavit for Bidders Claiming Resident Bidder Status.

**CITIES OF EDGEWOOD, ELSMERE,
LUDLOW, TAYLOR MILL AND VILLA
HILLS, KENTUCKY BID FOR
RESIDENTIAL WASTE AND RECYCLING SERVICES**

The undersigned Contractor hereby bids, offers and proposes to perform and provide to the Cities the services and documents described in the Request for Bids attached hereto and made a part by reference, for the total sum of the amount of the bid indicated on this sheet, and pursuant to all terms and provisions of the Request for Bids. This bid, offer and proposal is irrevocable until the expiration of sixty (60) consecutive calendar days after the date indicated herein; and may be accepted or rejected by the each of the Cities named in the bid.

The undersigned Contractor hereby authorizes the Cities to investigate the Contractor and inspect and copy any and all records, books of account, correspondence, or other documents reasonably necessary for the Cities to determine the responsibility and ability of the Contractor to comply with the terms and provisions of the Request for Bids.

**ALTERNATE A – TWICE PER WEEK WASTE COLLECTION & ONE DAY
PER WEEK RECYCLING SERVICES**

Period	<u>Per Unit Rate</u>	<u>Per Unit Annual Rate</u>
<i>Billed to City</i> July 1, 2015 to June 30, 2018	\$ _____ Per Month	\$ _____ Per Year
<i>Contractor Bills Resident</i> July 1, 2015 to June 30, 2018	\$ _____ Per Month	\$ _____ Per Year

ALTERNATE A1 – TWICE PER WEEK WASTE COLLECTION & ONE DAY RECYCLING SERVICES W/ CITY LOGO CART

Period	<u>Per Unit Rate</u>	<u>Per Unit Annual Rate</u>
<i>Billed to City</i> July 1, 2015 to June 30, 2018	\$_____ Per Month	\$_____ Per Year
<i>Contractor Bills Resident</i> July 1, 2015 to June 30, 2018	\$_____ Per Month	\$_____ Per Year

ALTERNATE B – ONCE PER WEEK WASTE COLLECTION & ONCE PER WEEK RECYCLING SERVICES

Period	<u>Per Unit Rate</u>	<u>Per Unit Annual Rate</u>
<i>Billed to City</i> July 1, 2015 to June 30, 2018	\$_____ Per Month	\$_____ Per Year
<i>Contractor Bills Resident</i> July 1, 2015 to June 30, 2018	\$_____ Per Month	\$_____ Per Year

ALTERNATE B1 – ONCE PER WEEK WASTE COLLECTION & ONCE PER WEEK RECYCLING SERVICES WITH CITY LOGO CARTS

Period	<u>Per Unit Rate</u>	<u>Per Unit Annual Rate</u>
<i>Billed to City</i> July 1, 2015 to June 30, 2018	\$_____ Per Month	\$_____ Per Year
<i>Contractor Bills Resident</i> July 1, 2015 to June 30, 2018	\$_____ Per Month	\$_____ Per Year

Additional Dumpster Service Cost for special or natural disaster events:

SIZE	PERIOD	COST/PER MONTH
8 Cubic Yards	July 1, 2015 through June 30, 2018	\$_____ per unit
10 Cubic Yards	July 1, 2015 through June 30, 2018	\$_____ per unit
20 Cubic Yards	July 1, 2015 through June 30, 2018	\$_____ per unit
30 Cubic Yards	July 1, 2015 through June 30, 2018	\$_____ per unit

List the year, make and type of vehicles that will be used in your collection services in the

collection for each City.

YEAR	MAKE	TYPE OF VEHICLE INCLUDING GVW
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List three (3) credit references:

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

I hereby certify:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation (if the bidder is a corporation) having authority to sign on its behalf.
2. That the submitted bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other Contractor, Vendor of materials, supplies, equipment or services described in the Notice to Bidders, designed to limit independent bidding or competition, as prohibited.
3. That the contents of the bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder, its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
4. That the bidder is legally entitled to enter into the Contract with the Cities of Crestview Hills, Edgewood, Elsmere, Ludlow, Taylor Mill and Villa Hills, Kentucky and is not in violation of any prohibited conflict of interest.
5. This offer is for sixty calendar days from the date of the bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Owner of any or all items bid above, a contract shall thereby be executed with respect to the items accepted.
6. That I have fully informed myself regarding and affirm the accuracy of all statements in this bid and/or proposal including the amount bid and the conditions thereof.

Sign in space below. Failure to sign invalidates bid.

Signed by: _____ Title: _____

Firm: _____

Telephone: _____ Fax: _____

Address: _____

Date: _____

Complete Name of Bidder

Signature of Bidder's Authorized Representative

Printed Name of Signatory

Address of Bidder

Telephone Number of Bidder

Email Address for Bidder

Date

Please note the bid will not be accepted unless the Bid Bonds are included

ADDENDUM 2
REQUIRED AFFIDAVIT FOR BIDDERS CLAIMING RESIDENT BIDDER STATUS

For Bids and Contracts in General:

The Bidder or Offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth of Kentucky;
2. Has for one year prior to and through the date of advertisement –
 - a. Filed Kentucky Corporate Income Taxes;
 - b. Made payment to the Kentucky Unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers compensation policy in effect.

The Cities reserve the right to require documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Phone Number/Fax _____

Subscribed and sworn before me by

Affiant

Title

Notary Public

{Seal of Notary}

My Commission Expires: _____

General View of Each City Services Provided

	Pick Up		Recycling		Special Events		Public Trash Cans Emptied		Portable Restrooms		Dumpsters		Cities Pays Bill	
	1 day	2 day	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
Edgewood		X	X		X			X		X			X	
Elsmere	X		X		X			X		X				X
Ludlow	X		X		X			X		X			X	
Taylor Mill	X		X		X			X		X			X	
Villa Hills	X		X		X			X		X			X	