

CITY OF CAMPBELLSVILLE,
KENTUCKY

City Clerk's Office
February 14, 2020

INSTRUCTIONS
TO BID

RESIDENTIAL AND COMMERCIAL SOLID WASTE
COLLECTION, TRANSFER AND DISPOSAL SERVICES

Prepared by: City Clerk
City of Campbellsville
Campbellsville, Kentucky

1. **RECEIPT AND OPENING OF BIDS**

The City of Campbellsville ("City") invites and will receive bids for the franchise of residential and commercial solid waste collection, transfer and disposal services by providing the information herein required.

Each bid and supporting documentation must be submitted in a sealed envelope bearing on the outside the name of the Bidder and their address. The envelope must be sealed and addressed to City Clerk, City of Campbellsville, and plainly marked "Bid for Franchise for Residential and Commercial Solid Waste Collection, Transfer and Disposal Services". If forwarding by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified.

Bids will be received in City Hall, 110 So. Columbia Ave. Ste. B, Campbellsville, Kentucky, 42718, at the office of the City Clerk on April 1, 2020 until 3:00 p.m. Bids received after this deadline and/or incomplete bids will not be considered.

On April 2, 2020 at 10:00 a.m., all bids will be publicly opened at City Hall. The City Clerk, or her designated representative, shall record the bids. The name of each bidder and bid will then be open to public inspection.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. The City of Campbellsville may consider as irregular any bid not prepared and submitted in accordance with the provisions herein.

2. **AWARD OF CONTRACT, BID BOND and LIQUIDATED DAMAGES**

The Contract shall be deemed as having been awarded when the City mails formal notice of award to the Bidder by certified mail, return receipt requested, within fourteen (14) days of public opening of the bids. The Bidder to whom the Contract shall have been awarded will be required to immediately notify the City of the Bidder's acceptance of the award, via email, to City Clerk,

Each bid must be accompanied by a certified check, cashier's check, or Bid Bond in the amount of five thousand dollars (\$5,000.00), payable to the City of Campbellsville, as guarantee that if the bid is accepted, the Bidder will execute the Contract within thirty (30) days of its award.

In case of the Bidder's refusal or failure to notify the City of acceptance immediately after their receipt of formal notice of award or failure to execute the Contract within thirty (30) days of its award, Bidder will be considered to have abandoned all their rights and interests in the award and shall result in the forfeiture of the Bid Bond (or check) to the City as liquidated damages. The award may then be made to the next best qualified Bidder or the work re-advertised for Bids as the City may elect.

If a contract is entered into or if no bid has been selected within forty-five (45) days of the opening of the bids, the Bid Bond (or check) will be returned to bidders.

3. **CONDITIONS**

Each Bidder shall fully acquaint themselves with conditions, requirements and factors relating to the scope and restrictions of the work under the franchise to provide for the solid waste collection, transfer and disposal service for the City of Campbellsville.

Bidders shall thoroughly examine and be familiar with the City of Campbellsville Ordinance regarding solid waste including any revision of the ordinance. The City of Campbellsville Solid Waste ordinance is attached hereto as Attachment 1 ("A1") for the Bidders' convenience.

Bidders are expected to obtain information, material, logistics and any other relevant data concerning the conditions at locations that may affect their intended work. Upon remitting the bid, the Bidder agrees and shall make their own determination as to conditions and shall assume all risk and responsibility under the franchise and shall complete the work in and under conditions they may encounter or create, without extra cost to the City.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint themselves with conditions existing, shall in no way relieve them of any obligations with respect to their bid or to the contract.

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

4. **ADDENDUM**

Explanations desired by a prospective Bidder shall be requested of the City in writing, by email, subject line, "solid waste franchise question(s)" to City Clerk, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder by email. Each Bidder must submit a valid email address with every bid.

If the Bidder does not submit a valid email address, then the Addendums will not be forwarded to the Bidder but will be available at City Hall for pick up. Any verbal statements regarding any questions or explanations by any person prior to the award shall be unauthoritative and not binding.

Addendums issued to Bidders prior to date of submissions of bids shall become a part of the Contract Documents and all bids shall include the work described in the Addendums.

No inquiry received within five (5) days of the date fixed for the submission of bids will be given consideration. Addendums will be issued up to three (3) days prior to the submission date.

5. **NAME, ADDRESS AND LEGAL STATUS OF THE BIDDER**

The bid must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether corporation, partnership, or individual, shall also be stated in the bid.

A corporation shall execute the bid by their duly authorized officers in accordance with their corporate by-laws and shall also list the State in which they are incorporated. A partnership Bidder shall give full names and addresses of all partners. Partnership and individual Bidders will be required to state in the bid the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with city and state and telephone number, must be given after their signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the bid.

Anyone signing a bid as an agent of another or others must submit with their bid legal evidence of their authority to do so on behalf of the entity.

6. **COMPETENCY OF BIDDER**

The opening and reading of the bid shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The City reserves the right to determine the competence and responsibility of a Bidder from their knowledge of the Bidder's qualifications and from other sources.

The City shall require submission with the bid of certified supporting data regarding the qualifications of the Bidder in order to determine whether they are a qualified, responsible Bidder. The Bidder will be required to furnish the following information:

- (a) An itemized list of the Bidder's equipment available for use to perform under the Contract.
- (b) A copy of the latest available financial statements of the Bidder (or their parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- (c) Evidence that the Bidder is in good standing under the laws of the State of Kentucky, and, in the case or corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and is in good standing under the laws of the State of Kentucky or a sworn statement that they will take all necessary action to become so licensed if their bid is accepted.
- (d) Evidence, in form and substance satisfactory to City, that Bidder (or Bidder's subsidiaries or affiliates) has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal.
- (e) A certificate of insurance evidencing the coverage set forth in the Contract Specification must also accompany each bid. In lieu of the certificate, the Bidder may submit evidence satisfactory to the City that, in the event that award of the Contract is made to him or her, the

required coverage would be in place before execution of the Contract.

(f) A narrative description of equipment and procedures to be used to service the City economically, and a narrative description of how the Bidder will handle holidays and incapacitating weather days and missed collections.

In the event that the City shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether they are a qualified, responsible Bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:

(g) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents.

(h) Evidence, in form and substance satisfactory to the City, that Bidder possesses, as a going concern, the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.

(i) Evidence, in form and substance satisfactory to the City, that Bidder's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the Contract Documents.

(j) Such additional information as will satisfy the City that the Bidder is adequately prepared to fulfill the Contract.

7. **DISQUALIFICATION OF BIDDERS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of the Bidder and the rejection of their Bid:

- (a) Evidence of collusion among Bidders.
- (b) Lack of competency as revealed by financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work.
- (d) Default on a previous municipal contract for failure to perform.
- (e) Evidence of violation or attempted violation of KRS 45A.455.

8. **BASIS OF THE BID**

Bids for solid waste collection, transfer and disposal are evaluated based on factors and criteria reasonably related to economics, fair market value purchase price of City owned solid waste

related equipment, plan of action for retention of current City of Campbellsville solid waste employees, local civic involvement, reliability, performance, safety and efficient collection, transfer and disposal of solid waste generated within the City. Bids will be compared on the basis of the summation of the factors and criteria proposed.

9. **QUANTITIES**

To assist bidders in calculating their bids, the 2017 population of the City of Campbellsville is estimated to be 11,415 and the estimated number of single family residences serviced is 4900. The City makes no representation as to the reliability of the estimate of population and single family residences.

10. **METHOD OF AWARD**

The City reserves the right to accept any bid or to reject any or all bids, and to waive defects or irregularities in any bid. The City intends that the Contract shall be awarded within fourteen (14) days following the date that bids are publicly opened and read. The City of Campbellsville reserves the right to negotiate final terms and scope of work, and to award a contract to a Bidder other than the lowest bid.

11. **SCOPE OF WORK**

The work under this Contract shall consist of the items contained in the invitation to bid, instructions to bid with attachments, addendum to the instructions to bid, Bidder's entire bid package, bid bond (or check), performance bond, City of Campbellsville solid waste ordinance and compliance with all other ordinances, contract including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the contract and aforementioned documents.

The work under the contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different act of God over which the contract has no control. In the event of such a flood, hurricane or other act of God, the Bidder and the City will negotiate the plan of action for removal of the increased volume, the specific responsibilities of each party, and any additional payment, if demanded, to be made to the Bidder. Further, if the City and the Bidder reach such agreement, then the City shall grant the Bidder variances in routes and schedules as deemed necessary by the Bidder.

12. **RESIDENTIAL COLLECTION**

The Bidder shall provide residential collection service per the conditions of the City of Campbellsville Solid Waste ordinance at the cost listed in Attachment 2 ("A2") exhibited with this instructions. If residential Class I solid waste customers require an additional day of pick-up per week, the cost will be as listed by the Bidder in A2.

The Bidder may list additional services and costs in addition to A2 on a separate document entitled "Additional Services".

The Bidder will provide the City a narrative of the cost and plan of action for the Bidder to provide residential collection service customers with uniform residential containers for each account.

13. **COMMERCIAL COLLECTION**

The Bidder shall provide commercial collection services per the conditions of the City of Campbellsville Solid Waste ordinance. The Bidder will list the cost for providing the services for Class II, Class III, Class IV and Class V on A2. The Bidder will provide all containers for the listed services included in the cost of providing the service or separate from the listed service if the Bidder has justification for the separation that will be explained in writing adjacent to the separated cost.

The Bidder may list additional services and costs in addition to A2 on a separate document entitled “Additional Services”.

14. **BULK, YARD AND REGULATED WASTE**

The Bidder shall provide the City a narrative of the cost and plan of action for the Bidder to provide bulk, yard and regulated waste collection as defined within the A1. The City has the capability to currently provide and may elect to continue to provide the bulk, yard and regulated waste collection service. The City will retain the option to continue to provide these services even after the franchise and contract are granted and may elect to have the Bidder awarded the contract to provide these services anytime during the term of the contract at the cost listed in the bid package by giving the Bidder thirty (30) day notice of the election to have the Bidder provide the services.

15. **NOTIFICATION OF SERVICES**

The Bidder shall inform all residents and commercial entities about services offered, rates, complaint procedures, regulations, and days of collections if awarded the contract.

16. **SPECIAL SERVICES**

(a) The Bidder shall provide, at no cost to the City, containers of adequate size, if needed, and collection and disposal of waste for City government buildings such as Campbellsville City Hall, Campbellsville Police Station, Campbellsville Water and Sewer Office, Street Department Office and additional government buildings by agreement of the parties.

(b) The Bidder shall provide, at no cost to the City, containers of adequate size, if needed, and collection and disposal of waste for public solid waste containers located throughout the city limits.

(c) The Bidder shall furnish to the City at no additional cost one (1) 40 cubic yard roll off type open top refuse container and up to five (5) eight cubic yard open top refuse containers during the annual 4th of July Celebration week, together with all services required to empty the containers

during the annual 4th of July Celebration. Additionally, Bidder shall provide its employees and equipment for the nightly cleanup of waste on City streets and City-owned property generated by the 4th of July Celebration each year during the term of the Contract.

(d) The Bidder shall furnish to the City at no additional cost two (2) 40 cubic yard open top refuse containers during the annual Spring Clean Up Week, and the Bidder shall empty the two (2) 40 cubic yard open top refuse containers as many times as needed for the disposal of all waste generated by the annual Spring Clean Up Week.

(e) The Bidder shall furnish to the City at no additional cost container and removal service for special events held by the City of Campbellsville.

17. **ROUTES OF COLLECTION**

Collection routes shall be established by the Bidder. Bidder shall submit a map designating the collection routes to the City.

18. **HOLIDAYS**

The following shall be holidays for purposes of the Contract: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The Bidder may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Bidder of their obligation to provide collection service at least once per week.

19. **CIVIC ACTIVITIES**

The Bidder shall provide to the City a narrative of the Bidder's plan of action to be involved and create civic activities to benefit the citizens of Campbellsville, including but not limited to, participating in the local PRIDE clean-up. The Bidder shall also provide a narrative of ways to assist the City to apply for applicable grants and other guidance in order to improve the economic and service of solid waste services.

20. **EMPLOYEE RETENTION AND HIRING**

The Bidder shall provide to the City a narrative of the Bidder's plan of action to retain City employees currently employed by the City of Campbellsville solid waste collection department. The Bidder shall also provide to the City a narrative of the Bidder's plan of action to employ local residents if positions are available or becomes available.

21. **FAIR MARKET VALUE PURCHASE OF EQUIPMENT**

The Bidder shall submit to the City a plan of action, including specific offer(s) and method(s) of payment, for the purchase of the City of Campbellsville solid waste collection department equipment listed in Attachment 3. The Bidder may inspect the equipment by contacting the City Clerk, Cary Noe, at City Hall to set up an appointment.

22. **DISPOSAL**

The Bidder shall list the name and location of the disposal sites which the Bidder intends to use if awarded the contract. Further, the Bidder shall provide evidence, reasonably satisfactory to the City, that they have the right to use said disposal sites under and for the duration of the contract. A copy of the Kentucky Division of Waste Management operating permit for the disposal site shall be submitted with the bid documents.

Tipping fees for all collections including residential collections and commercial dumpster collection will include this fee in the stated pricing for these services. The Bidder may change these sites during the contract terms subject to City approval. The disposal sites shall be approved and permitted by all applicable regulatory agencies. The Bidder shall notify the City of any suspension of permits.

23. **COLLECTION EQUIPMENT**

An adequate number of vehicles shall be provided by the Bidder in accordance with the terms of this Contract. All vehicles shall be manufactured and maintained to conform to the state and national standards. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the Bidder, plainly visible on both cab doors. Each truck shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secured so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded. The Bidder shall be responsible for cleaning up spilled or scattered waste from its trucks. All open type collection vehicles shall be covered during movement.

24. **OFFICE**

The Bidder may establish and maintain a local office or other facility within the City, through which he or she can be contacted, where service may be applied for, and complaints may be made. Such office or facility shall be equipped with adequate telephone communications, shall have at least one authorized person in charge and be present from 8:00a.m. to 4:00p.m. Monday through Friday. The Bidder shall maintain a local or toll-free telephone number.

All complaints shall be made directly to the Bidder and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Bidder shall investigate and, if such allegations are verified, shall arrange for the collection within 48 hours after the complaint is received. Any complaints received by the City will be directed to the Bidder's office. Should a complaint go unresolved for longer than three (3) days, the City shall have the right to demand an explanation and/or resolution to its satisfaction.

25. **PERSONNEL**

The Bidder shall require his or her employees to be courteous at all times, to work quietly, and not to use loud or profane language. Clothing shall be as neat and the circumstances permit. Shirts shall be required at all times. Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle that he is or she is driving. The City shall have the right to inspect Bidder's vehicles on a random basis to insure compliance with the terms of this Contract. The City shall have the right to make a complaint to the Bidder regarding any employee of the Bidder who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his or her duties.

26. **COMPLIANCE WITH LAW**

The Bidder shall conduct operations under the Contract in compliance with all applicable laws. The Bidder 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 Bidder is responsible for complying with all local, state, and federal laws, particularly those pertaining to the collection, transportation, and final disposal of solid waste. The Bidder 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.

27. **EFFECTIVE DATE**

This Contract shall be effective upon the execution and shall begin on July 1, 2020.

28. **NONDISCRIMINATION**

The Bidder shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

29. **INDEMNITY**

The Bidder will indemnify and hold harmless the City, their officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees resulting from a willful or negligent act or omission of the Bidder, their officers, agents, servants and employees in the performance of this Contract; provided, however, that the Bidder shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the City, their officers, agents, servants and employees.

30. **LICENSES AND TAXES**

The Bidder shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.

31. **TERM**

The contract shall be for a period of five (5) years with an option of an additional five (5) year term. The decision on whether to enact the option will be left to the sole discretion of the City.

32. **INSURANCE**

The Bidder shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits reasonably acceptable to the City and before commencement of work hereunder the Bidder agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall provide for at least thirty (30) days notice to the City of any material change in, or termination of, coverage.

For the purpose of the Contract, the Bidder shall carry the following types of insurance in at least the limits specified below:

Coverages	Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	\$250,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence; \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence; \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person; \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The Bidder's parent corporation may provide the coverages.

33. **PERFORMANCE BOND**

Before this Contract may be executed, the Bidder shall furnish a corporate surety bond as security for the performance of the Contract. Said performance bond must be in an amount equal to the total estimated annual receipts of the franchise bid. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the state of Kentucky. Attorneys-in-Fact who sign performance bonds must file with each bond an effectively dated copy of his or her Power of Attorney, bearing the seal of the company, evidencing such agent's authority to execute the bond. In the case of extension or renewal of this Contract, the Bidder shall furnish a performance bond in the same amount and under the same terms as for the initial bond. The original Surety, however is in no way obligated to extend or renew the bond. The Contract shall be subject to termination by the City at any time if said bond shall be canceled or the surety therein is relieved for any reason. Notice of cancellation of the bond shall be served upon the City within sixty (60) days prior to the effective date of said cancellation. The Contract shall not be terminated if within thirty (30) days of such notice the Bidder files with the City a new bond meeting the requirements contained within this paragraph to be effective for the balance of the Contract period.

34. **BILLING AND COLLECTION**

The City shall submit statements to and collect from all residential customers for services provided by the Bidder, including those that are delinquent. The Bidder shall submit statements to and collect from all commercial accounts, including those that are delinquent.

35. **FRANCHISE FEE**

The City shall retain a franchise fee of twenty percent (20%) of the Bidder's collected gross receipts from all solid waste collection and disposal services and activities under the contract. The franchise fee shall be payable monthly to the City and the Bidder will be paid the balance of eighty percent (80%) of the collected gross receipts.

36. **BIDDER REPORTING TO CITY**

Bidder shall submit to the City the proposed record and accounting system to be used by Bidder. The City shall have the right, upon giving reasonable notice, to audit and inspect the books and records of Bidder. Bidder shall provide the City with copies of any and all reports filed by the Bidder with any federal or state agency that pertain to the Bidder's performance.

37. **TRANSFERABILITY OF CONTRACT**

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Bidder without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Bidder.

ATTACHMENT 1
CITY OF CAMPBELLSVILLE SOLID WASTE ORDINANCE

ATTACHMENT 2

The collection of solid waste and refuse from residences and commercial establishments shall be divided into the following classes and subject to the rates specified for each class:

Class I

For collection from a dwelling unit can, or equivalent, maximum: \$_____ Monthly

*Additional day of weekly collection _____

Class II

For collection from small commercial, institutional, or industrial facilities not using individual dumpsters, 3 can, or equivalent, maximum:

\$_____ Monthly

Class III

For collection from Multiple Housing or Multi-unit Commercial Facilities, in addition to the per dwelling Unit or class II fees established above, the owner may provide a dumpster for use by the facility occupants at the following dumpster rental fees.

	Monthly
A. 1 yard Dumpster	\$ _____
B. 2 yard Dumpster	\$ _____
C. 3 yard Dumpster	\$ _____
D. 4 yard Dumpster	\$ _____
E. 6 yard Dumpster	\$ _____
F. 8 yard Dumpster	\$ _____

Rate for additional service of said dumpsters should the owner desire more than one pickup per week.
Per Pick-up \$ _____

Class IV

For collection from commercial, institutional, and industrial customers using dumpster collection service, per the following table for monthly service fees:

COLLECTION FREQUENCY

No of Dumpsters (YD)	Once Per Week	Twice Per Week	Three Times Weekly	Four Times Weekly	Five Times Weekly
1-1yd					

2-1yd					
1-2yd					
2-2yd					
3-2yd					
4-2yd					

1-3yd					
2-3yd					
3-3yd					
4-3yd					
1-4yd					
2-4yd					
3-4 yd					
1-6yd					
2-6yd					
1-8yd					
2-8yd					

[BIDDER MAY PROVIDE COSTS FOR LARGER DUMPSTERS]

Class V

Extra Labor Fee

Customers who place solid waste for collection in containers not approved under the provisions of the ordinance and customers who place yard waste that is not in an approved container are presumed to create extra labor costs for the collection service and are assessed a charge equal to that customer's monthly charge, as provided above, for each month or portion of a month that the aforesaid actions occur, to cover that extra labor cost.

ATTACHMENT 3
EQUIPMENT LIST