

INVITATION FOR BID
2022-BD-017
RESIDENTIAL SOLID WASTE AND RECYCLING BID

City of Edgewood
385 Dudley Road
Edgewood, KY 41017

RELEASE DATE: February 9, 2023

DEADLINE FOR QUESTIONS: March 17, 2023

RESPONSE DEADLINE: March 24, 2023, 12:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/edgewoodky>

City of Edgewood
INVITATION FOR BID
RESIDENTIAL SOLID WASTE AND RECYCLING BID

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Attachments:

A - Solid Waste Joint RFP 2023

1. INTRODUCTION

1.1. Summary

The City of Edgewood is posting a bid on behalf of the cities of Edgewood, Bromley, Crestview Hills, Taylor Mill and Villa Hills who are seeking a qualified entity or individual to provide the goods and/or services described herein. The Cities anticipate selecting one firm to perform the services described in this bid. The cities involved in this bid are requesting companies that have a demonstrated ability to perform the tasks identified in this Invitation to provide a bid.

1.2. Background

The Cities of Bromley, Crestview Hills, Edgewood, Taylor Mill and Villa Hills located in Kenton County Kentucky are inviting bids for the collection and disposal of residential solid waste and recycling services within each City, which may be considered a franchise for residential recycling and solid waste services by some or all of the Cities.. The following specifications detail the requirements for this contract. There are five (5) Cities jointly involved in this bid process for Solid Waste and Recycling services for their communities. Listed below is their basic demographic information:

Population:

Bromley - 724
Crestview Hills - 3,246
Edgewood - 8,435
Taylor Mill - 6,885
Villa Hills - 7,331

Estimated Units:

Bromley - 409
Crestview Hills - 1,100
Edgewood - 3,200
Taylor Mill - 2,600
Villa Hills - 2,500

1.3. Contact Information

Brian Dehner

City Administrator
385 Dudley Road
Edgewood, KY 41017-2695
Email: bdehner@edgewoodky.gov
Phone: [\(859\) 331-5910](tel:(859)331-5910)

Department:

Administration

1.4. Timeline

Release Project Date	February 9, 2023
Question Submission Deadline	March 17, 2023, 12:00pm
Proposal Submission Deadline	March 24, 2023, 12:00pm

2. INSTRUCTIONS TO BIDDERS

2.1. Bid Process:

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 through the eProcurement platform only. Any interpretation of the bid specifications, contract documents, or bid instructions will be issued only by written addendum reply on the eProcurement platform.

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.

2.2. 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 number 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.

2.3. Term of Contract:

The term of the contract will be for four years beginning July 1, 2023 and ending on June 30, 2027 at 12:00 pm midnight, local time. If the extension is selected at the end of the contract terms the contract will automatically be extended through the length of the extension.

2.4. Contract Assignment:

The contract for residential waste and recycling services will be between the bidder and each individual City that accepts the bid. No multi-jurisdictional contracts will be utilized, unless it is determined, in the sole discretion of the Cities, to be in the best interests of the Cities involved with this bid.

2.5. 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.

D. 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)

E. The Contractor shall provide the City with maps and schedules of collection routes and keep such information current at all times.

F. 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.

G. 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 and/or assessment of cleanup costs incurred by the applicable city.

2.6. 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.

2.7. 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.

2.8. 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 provided 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:

Type of Coverage Limits of Coverage

Worker's Compensation Statutory Requirements

General Liability \$1,000,000 per occurrence

\$5,000,000 aggregate

Bodily Injury Liability \$1,000,000 per occurrence

\$5,000,000 aggregate

Automobile Liability Insurance \$1,000,000 per occurrence

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.

2.9. 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.

2.10. Evaluation of Bid/Proposals:

Evaluation of Bid/Proposals

Proposals may be held by the City for purposes of review and evaluation by the City not to exceed 180 calendar days from the stated date for receipt of bids. The City will evaluate all bids and conduct bid due diligence. The Bidder shall honor their proposal for the duration of this period of review and evaluation. The bid guaranty will be held by the City until this period of review has expired or a contract has been formally executed.

2.11. 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 current year of the contract. 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.

2.12. 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 a contract resulting from the RFP, the City may deduct from the Contractor's monthly payment an amount equal the individual residential monthly rate per missed pickup. If the collection of residential waste or recyclable misses are not addressed in a timely manner and is not meeting the performance standard established in the contract, the City will assess the Contractor an additional \$50/unit penalty which may be deducted from the contractor's monthly invoice. If the performance standard is not met 3 or more months during the fiscal year, the City will assess an additional \$1,000 performance penalty per missed pickup which may be deduced from the contractor's monthly invoice.

2.13. 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.

2.14. Notice of Award of Contract:

It is the intent of the Cities, after a period of review and evaluation, to award a contract to the responsible bidder that submits the lowest responsive proposal. The successful bidder will be informed their bid has been accepted through the City's issuance of a Notice-of-Award. The Notice-of-Award shall

not be construed as a binding agreement. The proper execution of a contract agreement shall serve as the binding agreement.

2.15. Other Services Included in Bid:

As part of the total bid, the Contractor shall include at no cost to the City up to five 6 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 ten (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.

If a natural disaster is declared the Contractor agrees to prioritize the City and provide services at the request of the City. 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. **As an attachment to the bid please provide a cost sheet for dumpsters during a natural disaster.**

At no cost to the city, the Contractor will provide two (2) portable restrooms, sanitizer stands for up to 6 city sponsored community/recreational events each year of the contract. The Contractor also agrees, at no cost to the city, to 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.

2.16. 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.

2.17. Unanticipated Cost:

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.

2.18. 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 for Covington, Kentucky (<https://gasprices.aaa.com/?state=KY>) exceeds six (\$6.00) dollars per gallon for a period exceeding three

(3) consecutive months. The Contractor will be responsible for tracking the AAA's Daily Fuel Gauge Report website. The Contractor will be required to provide written notification enacting the fuel charge with supporting documentation at least 60 days before enacting the fuel surcharge. 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 six (\$6.00) 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 six (\$6.00) dollars per gallon for three consecutive months.

2.19. 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 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 impact 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.

2.20. 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.

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.

2.21. Alternate Bid:

All bids are to be based directly on the service options listed in the bid package. If a bidder chooses to bid only the Alternates they must provide a price for all cities listed in the alternate.

3. **VENDOR QUESTIONNAIRE**

3.1. [Bid Guaranty*](#)

Please upload a copy of your Bid Guaranty. Hard copy Bid Guaranty must be submitted before the bid event time

*Response required

3.2. [Bidder Representation *](#)

Please confirm the following:

Bidder has read and thoroughly examined the project documents.

Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of project work.

Bidder has fully informed themselves of the project site, the surrounding area and any conditions that may in any manner affect cost, progress or performance of the work.

Bidder has correlated their observations with that of the project documents.

Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the City that would affect cost, progress or performance of the work.

Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.

Bidder has complied with all requirements of these instructions and associated bid documents.

Please confirm

*Response required

3.3. [Provide Cost Sheet for Dumpsters During Natural Disasters*](#)

*Response required

3.4. [Please upload any required or additional forms and attachments here.](#)

4. PRICING PROPOSAL

OPTION A (1)

Twice Per Week Waste Collection & One Day Per Week Recycling (Contractor Bills City)

Line Item	Description	Unit of Measure	Unit Cost
1	July 1, 2023 to June 30, 2025	Per Month	
2	July 1, 2025 to June 20, 2027	Per Month	
3	Extension July 2027 - June 30, 2029	Per Month	

OPTION A (2)

Twice Per Week Waste Collection & One Day Per Week Recycling (Contractor Bills Resident)

Line Item	Description	Unit of Measure	Unit Cost
1	July 1, 2023 to June 30, 2025	Per Month	
2	July 1, 2025 to June 20, 2027	Per Month	
3	Extension July 2027 - June 30, 2029	Per Month	

OPTION B (1)

Once Per Week Waste Collection & One Day Per Week Recycling (Contractor Bills City)

Line Item	Description	Unit of Measure	Unit Cost
1	July 1, 2023 to June 30, 2025	Per Month	
2	July 1, 2025 to June 20, 2027	Per Month	
3	Extension July 2027 - June 30, 2029	Per Month	

OPTION B (2)

Once Per Week Waste Collection & One Day Per Week Recycling (Contractor Bills Resident)

Line Item	Description	Unit of Measure	Unit Cost
1	July 1, 2023 to June 30, 2025	Per Month	
2	July 1, 2025 to June 20, 2027	Per Month	
3	Extension July 2027 - June 30, 2029	Per Month	

ALTERNATE A (1)

Twice Per Week Waste Collection & One Day Per Week Recycling (Contractor Bills City)

Line Item	Description	Unit of Measure	Unit Cost
7	City of Edgewood July 1, 2023 to June 30, 2025	Per Month	
8	City of Edgewood July 1, 2025 to June 20, 2027	Per Month	
9	City of Edgewood Extension July 2027 - June 30, 2029	Per Month	

ALTERNATE A (2)

Twice Per Week Waste Collection & One Day Per Week Recycling (Contractor Bills Resident)

Line Item	Description	Unit of Measure	Unit Cost
7	City of Edgewood July 1, 2023 to June 30, 2025	Per Month	
8	City of Edgewood July 1, 2025 to June 20, 2027	Per Month	
9	City of Edgewood Extension July 2027 - June 30, 2029	Per Month	

ALTERNATE B (1)

Once Per Week Waste Collection & One Day Per Week Recycling (Contractor Bills City)

Line Item	Description	Unit of Measure	Unit Cost
1	City of Bromley July 1, 2023 to June 30, 2025	Per Month	
2	City of Bromley July 1, 2025 to June 20, 2027	Per Month	

Line Item	Description	Unit of Measure	Unit Cost
3	City of Bromley Extension July 2027 - June 30, 2029	Per Month	
4	City of Crestview Hills July 1 2023 to June 30 2025	Per Month	
5	City of Crestview Hills July 1 2025 to June 30 2027	Per Month	
6	City of Crestview Hills Extension July 1 2027 to June 30 2029	Per Month	
7	City of Edgewood July 1, 2023 to June 30, 2025	Per Month	
8	City of Edgewood July 1, 2025 to June 20, 2027	Per Month	
9	City of Edgewood Extension July 2027 - June 30, 2029	Per Month	
10	City of Taylor Mill July 1, 2023 to June 30, 2025	Per Month	
11	City of Taylor Mill July 1, 2025 to June 20, 2027	Per Month	
12	City of Taylor Mill Extension July 2027 - June 30, 2029	Per Month	
13	City of Villa Hills July 1, 2023 to June 30, 2025	Per Month	
14	City of Taylor Mill July 1, 2025 to June 20, 2027	Per Month	
15	City of Villa Hills Extension July 2027 - June 30, 2029	Per Month	

ALTERNATE B (2)

Once Per Week Waste Collection & One Day Per Week Recycling (Contractor Bills Resident)

Line Item	Description	Unit of Measure	Unit Cost
1	City of Bromley July 1, 2023 to June 30, 2025	Per Month	
2	City of Bromley July 1, 2025 to June 20, 2027	Per Month	
3	City of Bromley Extension July 2027 - June 30, 2029	Per Month	
4	City of Crestview Hills July 1 2023 to June 30 2025	Per Month	
5	City of Crestview Hills July 1 2025 to June 30 2027	Per Month	

Line Item	Description	Unit of Measure	Unit Cost
6	City of Crestview Hills Extension July 1 2027 to June 30 2029	Per Month	
7	City of Edgewood July 1, 2023 to June 30, 2025	Per Month	
8	City of Edgewood July 1, 2025 to June 20, 2027	Per Month	
9	City of Edgewood Extension July 2027 - June 30, 2029	Per Month	
10	City of Taylor Mill July 1, 2023 to June 30, 2025	Per Month	
11	City of Taylor Mill July 1, 2025 to June 20, 2027	Per Month	
12	City of Taylor Mill Extension July 2027 - June 30, 2029	Per Month	
13	City of Villa Hills July 1, 2023 to June 30, 2025	Per Month	
14	City of Taylor Mill July 1, 2025 to June 20, 2027	Per Month	
15	City of Villa Hills Extension July 2027 - June 30, 2029	Per Month	