

**CITY OF INDEPENDENCE  
ADVERTISEMENT FOR SEALED BIDS  
AND PROPOSALS FOR AN EXCLUSIVE FRANCHISE TO USE  
THE PUBLIC STREETS AND RIGHT-OF-WAY OF THE CITY  
OF INDEPENDENCE FOR THE BUSINESS OF THE COLLECTION,  
TRANSPORTATION AND REMOVAL OF SOLID WASTE FROM ALL  
RESIDENCES WITHIN THE CITY, EXCLUDING MULTI-FAMILY RESIDENTIAL  
BUILDINGS, OR COMPLEXES THEREOF, WITH MORE THAN FOUR SINGLE-  
FAMILY RESIDENCES THEREIN**

Pursuant to Section 164 of the Kentucky Constitution and K.R.S. 96.060 K.R.S. Chapter 424, the City of Independence, in Kenton County, Kentucky, hereby advertises for and solicits sealed bids and proposals for an exclusive franchise to use the public streets and rights-of-way of the City of Independence for the business of the collection, transportation and removal of solid waste and recyclables from all residences within the City, excluding multi-family residential buildings, or complexes thereof, with more than four single-family residences therein.

All bids and proposals in response to this solicitation must be by the use of forms completed according to instructions therefore available from the City Clerk or City Administrator of the City of Independence at 5409 Madison Pike, Independence, Kentucky 41051.

All bids and proposals in response to this solicitation must be received by the City Clerk of Independence, Kentucky on or before 2:00 PM, prevailing time on Wednesday, March 30th 2022, on a form provided therefore by the City of Independence, which is completed according to the specifications and instructions available at the office of the City of Independence, and enclosed within a sealed envelope, with the words "Waste Collection Franchise Proposal" on the outside of the envelope. Only bid proposals properly completed on the provided proposal sheets will be considered.

All bids and proposals in response to this solicitation shall be publicly opened at 2:00 PM, prevailing time, on Wednesday, March 30th, 2022 in the Council Chambers of the Independence City Building at 5409 Madison Pike, Independence, Kentucky, 41051, but the City of Independence hereby reserves the right to accept or reject any or all bids at a subsequent time and to enter into a contract with the bidder who, in the City's consideration, offers the lowest and best proposal.

## **REQUEST FOR BIDS FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE IN THE CITY OF INDEPENDENCE, KENTUCKY**

It is the intent of the City of Independence to accept bids for an Exclusive Franchise to use the streets of Independence for the purpose of collection, transportation and disposal of all residential solid waste generated within the City.

Residential solid waste will be defined as household waste generated from single-family residences and multi-family residences with a maximum of four (4) dwelling units per building. Apartment complexes composed of multiple buildings in a common location are not included in this franchise agreement. The Franchisee shall be responsible for providing waste collection services to any new homes constructed and occupied in the city, as well as any new areas annexed into the city.

The Franchisee will provide curbside collection for each residential collection unit within the city for all 52 weeks per year. Residents will be instructed to place their solid waste at the curbside no later than 6:00 a.m. on the day of collection. Franchisee shall not begin collection until 7:00 a.m., unless otherwise approved by the Mayor or his/her designee. Each residence shall be permitted weekly collection of up to six (6) 95 gallon containers for each unit. Franchisee shall provide a plan for handling large item pickup or volumes in excess of the stipulated limitations. 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. 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.

Large items and yard waste will be collected. Exceptions regarding waste not accepted must be listed on the bid form. The additional cost, if any, for removal of any excepted item must be listed on the bid form.

The Franchisee will provide all labor and equipment necessary to comply with the terms of the franchise agreement. Only closed trucks, maintained in a clean and sanitary condition, shall be used within the city. The Franchisee is responsible for complying with all local, state and federal laws, particularly those pertaining to the collection, transport and final disposal of solid waste.

Standby equipment must be available and ready to operate in case of breakdown, or accidents involving regular equipment. A list of all equipment available to service the City of Independence account must be submitted with the bid.

The Franchisee will make a specific contact person and telephone number available for registering any complaints pertaining to service provided under this franchise.

The Franchisee 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. All trucks must have back-up alarms.

No collections shall be made before 7:00 A.M. or after 5:00 P.M., except for Madison Pike, Taylor Mill Road, Bristow Road, Mount Zion Road and Turkeyfoot Road, where collections are to be made between the hours of 9:00 A.M. and 4:00 P.M., except for Acts of God over which the collector has no control.

For each violation of any of the terms and provisions of the franchise agreement the Franchisee shall be liable to the City of Independence for a civil penalty of \$200 each violation, and each day of any continuation thereof.

No collections shall be made on Sundays, nor on the following holidays: New Year's Day (January 1) and Christmas Day (December 25). In years when the New Year's and Christmas holidays fall on regular collection days, the next day that is not a holiday or Sunday will be the designated collection day. In years when the Independence Day (July 4) holiday falls on the regular collection day, pick-up on the route(s) containing Madison Pike (between Fleming Drive and Harris Pike) shall be made between the hours of 9:00 AM and Noon. These conditions shall not interfere with collection on the normally scheduled routes. The Franchisee shall make provisions to ensure no reduction in service during any holiday week.

The Franchisee shall formulate a listing of routes, schedules, and rates prior to final awarding of the franchises. Upon approval by the City Administrator, the Franchisee shall take all necessary steps to notify each dwelling unit of schedules, rates, and procedures for registering complaints. It shall be the responsibility of the Franchisee to notify customers of any future changes in schedules, routes, rates, or collection programs once they have been approved by the City Administrator.

Solid waste and recyclables shall be collected free of charge from all City owned properties.

### **Other Services to be included in bid**

Proposal shall provide once per week single large item pickup such as water heaters and furniture, to all paid residential dwelling unit account holders when given at least 48 hour advance notice. In cases when the resident requires an additional pickup other than their scheduled large item pickup day, Franchisee will provide pickup on a regularly scheduled day with 24 hours advance notice provided to the Franchisee office.

The Franchisee 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.

Proposal shall provide for a reasonable volume of material to be set outside of vendor provided carts during the week of Christmas each year which shall generally be limited to the equivalent of up to six (6) 30-gallon cans or bags.

Proposal shall provide for yard waste and leaf collection pickup up to four (4) times annually to occur on the same days scheduled for single large item collection.

Proposal shall provide the City of Independence up to four (4) 30-yard containers each year for special events and/or cleanups, generally not to exceed a period of two (2) weeks.

Proposal shall provide the City of Independence up to twenty (20) portable toilets each year in lieu of a cash donation and in exchange for annual event sponsorship.

Proposal will provide a 2-yard container at the City's Public Works Building to be serviced once per week at no additional charge.

The Franchisee 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 Franchisee 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 free of charge in lieu of the 65 gallon cart.

Madison Pike, Independence Station Road, Turkeyfoot Road, Route 16 or any key thoroughfares in or out of the City will not be serviced prior to 8:30 AM.

### **PAST DUE ACCOUNTS**

**Proposal to include the Franchisee will handle all calls from residents regarding suspension of service without re-directing the resident to the City of Independence. Additionally, proposal to included that service will not be discontinued to residents whose accounts become more than 90 days past due. Reminder letters will continue to be sent by Franchisee at 30 days and 60 days past due. On June 30th of each year, Franchisee will submit a list to the City of Independence of residential accounts with a balance due at 90 days or greater. The City agrees to reimburse Contractor for the balance due on each account upon receipt of invoice for such total balance due. The City shall then have the right to either place the fee on the resident's tax bill or place a lien on the property owner.**

### **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.**

The Franchisee agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials) then the City shall, after negotiation with Franchisee and approval by the City Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Franchisee.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Franchisee's actions, actions or decrees of governmental bodies not caused by Franchisee's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

To assist bidder in calculation of their bids, the following information may be used:

1. Population for City of Independence is 28,676 as of the 2020 census. The present solid waste contractor bills for approximately 8,778 single family customers.
2. Total number of residences is 9,434 as of the 2020 census
3. Approximate street mileage is approximately 176 miles.

Bids are to be submitted for the following options:

1. One pick-up per week of solid waste whereby the Franchisee bills the city for one monthly payment covering all residential pick-ups
2. One pick-up per week of solid waste and one pick-up per week of recyclables, whereby the Franchisee bills the City for one monthly payment covering all residential pick-ups.
3. One pick-up per week of solid waste whereby the Franchisee bills the property owner for all residential pick-ups. The City of Independence will have no responsibility for any billing or collection activity.
4. One pick-up per week of solid waste and one pick-up per week of recyclables, whereby the Franchisee bills the property owner for all residential pick-ups. The City of Independence will have no responsibility for any billing or collection activity.

The term of the franchise agreement shall be three years, 7/1/22 – 6/30/25

Four options for extensions of two years each should also be included in the bid. In addition to basic collection/disposal service, the City also wishes to determine the cost of the following special programs:

- A. The Franchisee should provide a cost for the following options which can be added onto the basic programs.
  - 1. An option whereby individual residents can subscribe to a curbside recycling program.
- B. The Franchisee should provide a plan of managing excluded wastes, such as tires, batteries, paints, and so on. The plan must include a bid sheet detailing the costs, if any, beyond the cost of basic service.

If selected to receive the franchise, the Franchisee must comply with the following requirements.

- A. Provide documentation that all wastes are collected, handled, transported and disposed of according to law. All waste material shall be disposed of outside the corporate limits of Independence at a facility legally empowered to accept solid waste for disposal.
- B. Maintain in full force and effect at all times during the life of the contract, Employers Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be provided by insurers and for policy limits acceptable to the City and before commencement of work hereunder, the Franchisee 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 Franchisee shall carry the following types of insurance and cover the City of Independence as an additional insured in at least the limits specified below:

<b>Coverages</b>	<b>LIMITS OF LIABILITY</b>
Workmen's Compensation	Statutory Requirements as specified by the terms of Chapter 342 of the Kentucky Revised Statutes
Employers Liability	No less than \$500,000 each occurrence
Bodily Injury Liability (except automobile)	\$1,000,000 each person, \$1,000,000 each occurrence, \$5,000,000 each aggregate
Property Damage Liability (except automobile)	\$1,000,000 each occurrence, \$2,000,000 Aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person, \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

- C. Provide a \$5000 letter of credit to the City from a local bank for payment of any and all sums determined by the City to be due for civil penalties for violations of the franchise agreement.
- D. Bidders shall submit a bid bond in the amount of \$50,000.00 with their proposal. The bid bonds shall be returned at the time of contract awarding. A performance bond in the amount of \$250,000.00 shall be submitted by the successful bidder before the execution of award of bid. The performance bond shall be in effect for the length of the initial contract period and any/all subsequent contract periods.
- E. Provide monthly management reports upon request to the City that include, at a minimum, the volume of solid waste collected, land filled, and diverted from the waste stream. The report shall also include the number and nature of any operational complaints received by the Franchisee from any source.
- F. Obtain and maintain an Occupational Business License from the City of Independence before a contract may be executed. A current Occupational Business License shall be maintained during the life of the contract.
- G. Provide, at the time of the bid submission, a list of all municipal accounts within the Greater Cincinnati area, along with contact names and phone numbers for those accounts.
- H. The Franchisee who receives this franchise must be prepared to begin full operation, including the completion of all preliminary customer notification, on July 1, 2022
- I. Should Franchisee fail to complete any work as specified herein, Franchisee shall pay to the City any and all additional costs, including attorney fees and engineering fees that are incurred by the City in its efforts to have the work completed by another.
- J. The franchise shall not be modified, unless expressly provided herein or by written consent of the City and the Franchisee. The Franchisee shall not be permitted to sell, transfer, assign, sublet, or otherwise dispose of any rights or obligations herein without the express written consent of the City.
- K. The City reserves the right to waive informalities, reject any and all bids, and/or re-advertise for same in its sole discretion.

**CITY OF INDEPENDENCE RESIDENTIAL  
SOLID WASTE AGREEMENT BID SUMMARY**

1. Cost for residential waste collection services shall be expressed as rate per dwelling unit per month. Each two-year period extension shall commence on July 1 of the first year listed and end on June 30 of the second year listed (For example, for the period , 2025/2027, the rate quote shall commence on July 1, 2025, and expire on June 30, 2027).
2. Should the city accept any of bid options A-1 through A-3, the Franchisee will direct all invoices to the attention of the City Clerk. Should the city accept any of bid options B-1 through B-3, the Franchisee/Contractor will be required to invoice each customer individually and the City of Independence shall have no responsibility for any invoicing or collection activity other than what is specified under **Past Due Accounts**.

**A. Services billed to the City of Independence**

SERVICE: BASIC COLLECTION	RATE/COST	#1 EXTENSION RATE/COST	#2 EXTENSION RATE/COST	#3 EXTENSION RATE/COST	#4 EXTENSION RATE/COST
	<u>July 1, 2022 to June 30, 2025</u>	<u>July 1, 2025 to June 30, 2027</u>	<u>July 1, 2027 to June 30, 2029</u>	<u>July 1, 2029 to June 30, 2031</u>	<u>July 1, 2031 to June 30, 2033</u>
A-1. One pick-up per week billed to city					
A.-2. One pick-up per week plus one pick-up per week of recyclables, billed to city					
A.-3. One pick-up per week plus one pick-up per week of recyclables, including refuse outside of supplied cart, billed to city*					

**\* For option(s) A-3 or B-3, Contractor will collect solid waste in containers AND unenclosed materials outside of cart no more than five (5) feet in length and less than 75 pounds. Limbs and brush shall be bundled and placed in lengths no greater five (5) feet in length.**



**B. Services billed to the property owner**

B-1. One pick-up per week, billed to property owner					
B-2.. One pick-up per week plus one pick-up per week of recyclables, billed to property owner					
B-3. One pick-up per week plus one pick-up per week of recyclables, including refuse outside of supplied cart, billed to property owner*					

3. Cost for special programs may be expressed in any appropriate unit of measure.

SPECIAL PROGRAMS	RATE/COST <u>2022/2025</u>	#1 EXTENSION RATE/COST <u>2025/2027</u>	#2 EXTENSION RATE/COST <u>2027/2029</u>	#3 EXTENSION RATE/COST <u>2029/2031</u>	#4 EXTENSION RATE/COST <u>2031/2033</u>
Subscription Recycling **					
Subscription 2 <sup>nd</sup> pick-up					
Excluded Waste					

4. Please attach:

1. All supporting documentation as required by the specifications
2. Any explanatory sheets necessary to clarify your bid, particularly pertaining to special programs
3. A sample monthly report
4. A list of all municipal contracts in Greater Cincinnati with names and phone numbers of contacts
5. Name and phone number of person designated to handle all complaints and/or questions
6. A list of all equipment available to service the City of Independence account

\*95-gallon and/or 65-gallon carts provided via mutual agreement of Contractor and City of Independence.

**Subscription Recycling-EOW Service					
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CONTRACTOR: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**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 City of Independence, 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: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

Title: \_\_\_\_\_  
Fax: \_\_\_\_\_