

**INVITATION TO BID**  
**Waste Sanitation**

The City of Lyndon, Kentucky is requesting bids for **household garbage, yard waste collection and recycling** for approximately 3,000 customers. Contract work begins July 1, 2019. Specifications can be obtained from the website: [www.cityoflyndon.org](http://www.cityoflyndon.org) (under “legal publications”) or at City Clerk’s office. Sealed bids are to be received **NO LATER** than **3pm** on **April 15, 2019** at Lyndon City Hall, 515 Wood Road, Lyndon, KY 40222.

**CITY OF LYNDON**  
**GARBAGE COLLECTION SPECIFICATIONS**

The contract shall be awarded to the bidder with the lowest and best bid, which shall mean the dollar amount of a bid after bid price adjustments are made pursuant to objective measurable criteria, which affect the economy and effectiveness in the operation and use of the service, such as, but not limited to; (a) reliability, (b) time of delivery, (c) past performance, (c) proven experience in sanitation services delivered without undue complaints from cities with similar services, (d) positive references from other cities, (e) proof that the bidder has the ability to timely pick-up the city with adequate manpower and equipment, (f) experience in the sanitation business.

City Council reserves the right to reject any or all bids and to waive minor bid irregularities. Bids must be submitted no later than 3:00 p.m., April 15, 2019 at the Lyndon City Hall, located at 515 Wood Road, Louisville, KY 40222. Any bid not received at that location, by that date and time will be considered non-responsive. All bidders must submit evidence that they are qualified (including, but not limited to required insurance and that they have a valid contract with a state approved landfill), under the terms of this Bid Specification, as part of their bid packet. All bidders to submit full address and contact information from other municipal client references. Bids will be opened at the Lyndon City Caucus Meeting, April 15, 2019 at 6:00 p.m.

The specifications and contract required by the City of Lyndon, Kentucky for the person, firm or corporation receiving the contract to collect garbage, debris and refuse within the corporate limits shall be as follows:

## ARTICLE 1. DEFINITIONS

A. "Contractor" shall mean those who have submitted a timely, responsive, bid and are qualified to bid.

B. "City" shall mean the area within the corporate boundaries of the City of Lyndon.

C. "Collection Parcel" shall mean a parcel of real estate as shown on the Property Valuation Administrator's maps, consisting of a tract of land, with improvements that are occupied and can be served by a curb side collection of household waste through a cart. Limited rear door pick-up will be allowed at no additional charge for residents who have submitted sufficient proof of a physical disability to the City and the City has approved rear-door pick up for that collection site. There may be only one collection per parcel of real estate as shown on the property valuation administrator's maps.

D. "Collection Unit" shall mean (a) for the purposes of solid waste, one (1) roller type container **to be supplied by Contractor at no additional cost** of at least 90 gallon size, (b) for the purposes of recycling, shall mean one (1) roller type container **to be supplied by Contractor at no additional cost** of at least 60 gallon size, (c) for the purposes of yard waste, shall mean no more than 15 bags or bundles. **In order to prevent loss or theft, all such containers shall be marked or labeled in discrete letters "Property of the City of Lyndon" or language of similar import. If there is a change in service provider, incumbent hauler must arrange for the immediate pick-up of its containers and Contractor must arrange for the delivery of its containers in such a way as to not miss or delay any pickups.**

E. "Household Solid Waste" shall mean the normal household waste usually associated with residential households including garbage and trash generated by single and multiple family residences.

F. "Recyclable Material" shall mean post-consumer glass (brown/amber, clear, green), aluminum cans, Bi-metal containers, newsprint, and plastic PET bottles, and such other items generally considered as recyclable.

G. "Yard Waste" shall have the same meaning as in the Jefferson County Waste Management District Solid Waste Regulations. Yard waste guidelines shall follow the Jefferson County ordinance – biodegradable bags only – NO plastic. Weight limit: 50 pounds. Size limit: no more

than 15 bags or bundles. Bundles of limbs shall not be more than 4' lengths and 5" in diameter.

## **ARTICLE 2. SCOPE AND FREQUENCY OF SERVICES**

This contract is for the uniform collection of solid waste, through the use of at least 90-gallon carts, picked up at the curbside. This contract does not include the collection of dumpsters from businesses, which is the responsibility of individual business owners. If a business owner can be serviced by a cart, in accordance with this specification, the business can have the same collection as a residence.

1. **Solid Waste collection.** Currently billed for 3,003 collection parcels.
  - a. No less frequently than once a week (7 days), Contractor shall provide regularly-scheduled collection of one Collection Unit of Household Solid Waste from each Collection Parcel within the City at the collection site for such parcel. Contractor shall provide junk pick up of one item each week. **No collection shall be made before 6:00 A.M. Collections before 6:00 a.m. may result in a fine of \$500.00.** At any regular collection parcel where dumpster collection is less costly for City, City has the option to substitute dumpster collection. Contractors are invited to submit a bid with cost savings options for these services.
  - b. Contractor shall provide weekly dumpster service for Lyndon City Hall and the City's maintenance building located at Robsion Park. Contractor shall also empty the public street garbage cans located at least once a week and then as needed and requested by the City if they get too full. Contractor shall also supply garbage collection services for all city events. All these services shall be part of Contractor's price and shall be at no extra charge.
2. **Recycling.** Contractor shall provide curbside collection of recyclable materials from each Collection Parcel.
  - a. No less frequently than every other week, Contractor shall pick up recyclable materials placed at the curb in rolling carts of at least 60-gallon carts with distinctive color lid provided at no charge by contractor.
  - b. Recyclable items shall not be disposed of in any landfill. The Contractor shall receive all the monies received for all recyclable materials delivered to the buyers. The City shall have no responsibility for any processing fee charged by buyers. Contractor will supply a list describing the types of recyclable

materials and agree to distribute that list to City residents, through any method deemed acceptable and appropriate by City.

- c. Any of the City owned properties shall receive recycling with no additional charge.
3. **Yard waste collection.** Currently billed for 2,573 collection units.
- a. No less than one time per week, the Contractor shall provide weekly separate curbside collection of "Yard Waste", as defined herein and in the Jefferson County Waste Management District Solid Waste Regulations from each Collection Parcel in the City that is eligible for yard waste. Multi-family residential (including condominiums) and commercial collection parcels do NOT receive Yard Waste collection.
  - b. No more than two cans or 15 bundles or brown paper bags of yard waste may be collected from any pickup from a Collection Parcel. Limbs must be cut into 4-foot lengths and no limbs over 5 inches in diameter. No bundle or can shall weigh over 50 pounds. The Contractor shall pick up Christmas trees from Single-Family Residential Parcels (and the Multi-Family Residential Parcels if that collection is otherwise being made) without requiring the trees be cut if not more than six (6) feet in length.

### **ARTICLE 3. COLLECTION DAYS**

1. The Contractor shall submit with its bid a proposed daily schedule of solid waste collection. Recycling collection day shall be every other week for all areas. Such daily schedule of collection to be followed by the Contractor in the performance of this Contract, provided that such schedule may be modified as conditions necessitate upon the concurrence of the City officer designated by the Mayor. Contractor shall follow established collection routes on a routine basis so that each parcel receives collection at approximately the same time of day each collection day.
2. Holidays observed by the Contractor are as follows: New Year's Day, January 1; Memorial Day, last Monday in May; Independence Day, July 4; Labor Day, first Monday in September; Thanksgiving Day, fourth Thursday in November; and Christmas Day, December 25. Refuse not picked up on said holidays shall be picked up on the next working day, and collections for the balance of the week following the holiday may be made one day later than normally scheduled. All collections should

be completed by Saturday. Contractor to provide its schedule of holiday pickups at the first of each year.

#### **ARTICLE 4. TERM OF CONTRACT**

1. The term of this Contract shall commence on the 1st day of July, 2019 and shall end on the 30th day of June, 2021. A two-year extension option to June 30<sup>th</sup>, 2023, may be approved either with the initial award of the contract, or within 90 days prior to the termination date of the initial term, all at the option of the City. Bidder shall supply an extension term price for all services.

#### **ARTICLE 5. BASIC CONTRACT PROVISIONS**

1. Contractor shall provide all labor, equipment, tools, maintenance, licenses, taxes, dumping fees, permits, and all other expenses relative to the operation of the garbage, yard waste and recycling collection and disposal service specified herein. **NO FUEL SURCHARGE WILL BE PAID.** The pricing for the initial term and the extension term is fixed and cannot be changed by any increase in the maintenance, licenses, taxes, dumping fees, permits, and all other expenses relative to the operation of the garbage collection and disposal service.
2. Bidder agree to provide limited rear-door service to residents who are physically unable to take their garbage to the street.
3. By submitting its bid, Contractor is affirming that it has the manpower and equipment to service City and make all pick-ups, for the prices submitted. The Contractor agrees to sign the City's contract, which shall be consistent with the Bid Specification.
4. All refuse shall be disposed of at a site outside the City limits by the Contractor and said cost shall be included in the Contract costs. The City shall not furnish the site or any contractual arrangements for the disposal of the refuse. Contractor shall have the sole responsibility of disposing of the refuse and garbage collected in an approved landfill and shall comply with all environmental laws and regulations and shall hold the City harmless from the violation of any such law or regulation.
5. Contractor shall comply with all requirements and regulations of the Jefferson County Waste Management District. If Contractor is awarded the contract for the collection of recyclables, Contractor shall dispose of all recyclable materials so collected in such manner that the materials are recycled and shall not allow such materials to be placed in a landfill.
6. The Contractor shall carry, at its own expense, the following insurance:
  - a. Comprehensive General Liability Insurance, including: Premises-Operations,

Products-Completed Operations, Independent Contractors Broad Form CGL, Blanket Contractual, in the amount of not less than One Million Dollars (\$1,000,000) in bodily injury and property damage limitations;

- b. Comprehensive Vehicular Liability Insurance, including all Owned Vehicles, all Non-Owned Vehicles, and all Hired Vehicles, in an amount of not less than One Million Dollars (\$1,000,000) in bodily injury and property damage limitations.
  - c. Workmen's Compensation Insurance in the statutory amount under Coverage A and in the amount of not less than One Hundred Thousand Dollars (\$100,000), for Employer's Liability Coverage B.
  - d. The maximum limit set out hereinabove may be provided under primary policies or through a combination of primary and umbrella policies.
  - e. All policies must contain an endorsement showing that the City of Lyndon is an additional insured and must be notified thirty (30) days in advance of any expiration, cancellation or material reduction in coverage. Before any work can be commenced, the City of Lyndon shall have a Certificate of Insurance in its office showing minimum coverages as set out hereinabove. All insurance premiums shall be paid in a timely manner by the Contractor and shall be without cost to the City.
7. Contractor further agrees to indemnify, protect, and save harmless the City against all loss, expense, damage, charges and costs (including court costs and counsel fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in this Contract, except such injury, destruction, or death as may be caused by the negligence or fault of the City.
  8. The Contractor, in performing the work furnished by this Contract of furnishing their services provided herein, shall not discriminate against any person seeking employment with or employed by him because of race, creed, color, national origin, or sex.
  9. It is the understanding and intention of the parties that this Agreement shall constitute a Contract for the collection and disposal of refuse; that it shall not constitute a franchise; nor shall it be deemed or construed as such.
  10. After pickup, all garbage carts or similar containers shall be returned to their Collection Site with the lids replaced on all cans. Contractor agrees that garbage cans will be handled such that they are not damaged. Carts are property of contractor with lifetime

repair/replace warranty.

11. In the event any additional houses are constructed in the City after the commencement of this Agreement, or annexed thereto, Contractor agrees to provide pickups in accordance with the terms of this Agreement at the rates set out herein. At any time when a new or additional unit is added to the City's billing, such bill shall itemize the units and locations added.
12. Contractor shall use efficient, temperate and honest employees. Contractor shall use modern and efficient equipment in the performance of this Agreement and shall keep such equipment, including dumpsters, properly maintained and painted. Contractor must have sufficient equipment to efficiently haul the waste products. Vehicles used for collection and removal of garbage shall be enclosed refuse collection units, equipped with automatic loaders and packers, or reasonably comparable equipment. Each truck shall also be equipped with brooms and shovels to clean up any spillage which may occur during the loading or transportation of garbage.
13. It shall be the responsibility of the Contractor to ensure that all personnel shall behave courteously to all residents. Collection and removal of garbage shall be made wherever possible without disrupting or halting vehicular traffic in the City. Use of loud, abusive, indecent or profane language, traffic violations, failure to clean up spillage, or willful damage to garbage receptacles may be sufficient cause for termination of this Contract.
14. This Contract may not be assigned without the written consent of the City.
15. Contractor shall not be required to collect or dispose of any hazardous substances, or any materials which he/she/it cannot legally collect or legally dispose of in a landfill, composting facility, or Recycling Facility.
16. Contractor shall be deemed an independent Contractor and not an employee of the City.
17. The Contractor shall maintain a telephone, toll free, for the receipt of service calls or complaints and shall be available for such calls twenty-four (24) hours a day. It is not the responsibility of the City to respond to complaints, it is the Contractor. Any complaints must be given prompt and courteous attention. In the case of missed collection, the Contractor shall investigate and, if verified, shall arrange for pickup of said refuse within twenty-four (24) hours after the complaint is received.
18. The Contractor shall bill the City promptly after the end of each month, and the City shall pay the Contractor within thirty (30) days of the receipt of same. Within thirty (30) days after commencement of this Agreement, and thereafter on each December 31 and June 30, Contractor shall furnish the City with an accurate tabulation of all residential units and business units (by street addresses) serviced during the preceding period.



Contractor shall be entitled to bill and receive payment for such units using this collection but temporarily vacant. Contractor shall not be entitled to receive payment for any unit not utilizing City collection services, such as where a business has its own collection service.

19. Any disagreement between any resident and personnel of Contractor shall be handled in the following manner:
  - a. Contractor's personnel are to comply with the wishes of the resident unless to do so would pose hazards, bodily harm, would be unlawful or clearly is beyond the scope of this Agreement.
  - b. Contractor's personnel are immediately to report the incident to their superior, who in turn shall immediately notify the City or the designated representative of the City.
  - c. Contractor and such City representative will discuss and resolve the problem.
20. Should the Contractor, except by reason of, act of God or disaster, fall further than one week behind in its collection schedule, the City may, at its option, cause such refuse to be collected and disposed of. Any reasonable expense incurred in excess of the service fees provided for in this Contract shall be charged against the Contractor.
21. Should a strike prohibit the Contractor from collection, the City may, at its option, cause such refuse to be collected and disposed of until such strike is settled and the employees are back on the job. Any reasonable expense incurred in the excess of the service fees provided for in this Contract shall be charged against the Contractor.
22. Contractor acknowledges and understands that his/its bid is subject to the provisions of KRS 45A.325 which provides: "Any agreement or collusion among Contractors or prospective Contractors which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited". The penalty provided in KRS 45A.990(2) is as a Class D felony.
23. This contract shall inure to and be binding upon the successors and assigns of the parties hereto.
24. It is agreed that any deviation from any of the above paragraphs of this specifications shall be approved in writing by the City prior to execution of this Contract. Any deviation without the City's prior approval or any breach of any of the provisions of this Contract, shall be considered a breach of the entire Contract and shall terminate the obligation of the non-breaching party to any further performance hereunder.

25. This Specification, the Bid Form contain all terms of the Contract is a final expression of the parties' intent. There are no other agreements between the parties hereto, and no other agreements relative hereto shall be enforceable unless entered into in accordance with the procedure set out herein.
26. This contract must be self-performed by Contractor and cannot be subcontracted in any way to any person.
27. The City reserves the right to cancel this Contract on thirty (30) days written notice should the collection service rendered by Contractor become substandard in the sole discretion of the City Council and then only after Contractor has been informed of any deficiency and given reasonable time to correct such deficiency. In the event of such cancellation based upon default by the Contractor, City reserves its right to damages.

**BID SHEET**

- a. **Household solid waste.** \$\_\_\_\_\_ per month per collection unit as defined, for the collection of household solid waste, whether via toter collected at the curb of the limited rear-door collection as defined herein for the initial term (July 1, 2019 to June 30<sup>th</sup>, 2021); and \$\_\_\_\_\_ per month per collection unit for the option year (July 1<sup>st</sup>, 2021 to June 30<sup>th</sup> 2023).
  
- b. **Yard waste** \$\_\_\_\_\_ per month per collection unit as defined, for the collection of household solid waste, whether via toter collected at the curb of the limited rear-door collection as defined herein for the initial term (July 1, 2019 to June 30<sup>th</sup>, 2021); and \$\_\_\_\_\_ per month per collection unit for the option year (July 1<sup>st</sup>, 2021 to June 30<sup>th</sup> 2023).
  
- c. **Recycling.** \$\_\_\_\_\_ per month per collection unit as defined, for the collection of recycling via toter collected at the curb as defined herein for the initial term (July 1, 2019 to June 30<sup>th</sup>, 2021); and \$\_\_\_\_\_ per month per collection unit for the option year (July 1<sup>st</sup>, 2021 to June 30<sup>th</sup> 2023).
  
- d. Any person requiring more than allotted toters may be charged by Contractor directly to the resident at a rate of \$\_\_\_\_\_ per can per month.

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
By: