

LEGAL NOTICE

**PROPOSALS EXCLUSIVE RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL SOLID
WASTE REMOVAL FRANCHISE AGREEMENT**

The City of Fulton, Kentucky is seeking sealed bid proposals for an exclusive residential & commercial solid waste franchise agreement within their corporate boundaries. The City also desires to offer an optional pricing for the same up to one mile outside of its corporate city boundaries for customers on the rural water district.

The full RFP packet can be found on each City's website: www.fulton-ky.com. All bids and proposals in response to this solicitation must be received by Noon on April 12, 2021 at:

City of Fulton
PO Box 1350
Fulton KY 42041

Or in person
101 Nelson Tripp Place
Fulton Kentucky
on or before Noon local time.

Bids will be opened at 1:00 PM in the City Commission Room.

**CITY OF FULTON, KENTUCKY EXCLUSIVE RESIDENTIAL,
COMMERCIAL, AND INDUSTRIAL SOLID WASTE REMOVAL
FRANCHISE AGREEMENT**

Introduction & General Terms

The City is inviting bids for the collection and disposal of residential, commercial and industrial solid waste within its corporate boundaries and optional pricing for any residential location outside the City for customers who are on the rural water district.

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 Fulton.

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 following specifications detail the requirements for this contract. Listed below is the City's basic demographic information:

The estimated total population of the City of Fulton is 2,400.

There are 23 miles of City paved Streets in a 2.5 square mile corporate City limits.

The City has approximately 1200 Residential Carts and 87 Commercial carts with 70 commercial dumpsters (2 yard to 8 yard).

Residential solid waste capacity is approximately 80 tons per month.

Bid Process

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

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

The collection rate for the collection of all residential, commercial, and industrial solid waste indicated and bid upon shall include all applicable local, state, and federal fees and taxes and/or any fuel surcharges. Interested bidders may contact the following with questions or for a complete bidpackage including full specifications:

Mike Gunn, City Manager
PO Box 1350
101 Nelson Tripp Place
Fulton, KY 42041
(270) 472-1320 extension 4

_____ Evaluation of the Bids

The City will evaluate and intends to select the best valued 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 City Commission as part of the evaluation process.

It is the intention of The City in this bid to choose one contractor from this bidding process. The City 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 contract will be signed by the Mayor.

_____ Contract Assignment

The accepted bid will receive a contract for residential, commercial and industrial waste and said contract will be between the bidder and the City of Fulton, KY. This contract must be signed, and the contract or agreement is non-transferable in part or whole unless express consent is given in writing by the City.

_____ Exclusive Right

The Contractor shall be the only person allowed to provide residential, commercial and industrial solid waste collection and disposal services within the present and future corporate limits of the City.

_____ Independent Contractor

It is specifically agreed and understood between the parties that the Contractor shall in no way be an agent, employee, or an instrumentality of the City or any of its agencies. Therefore, all the Contractor's activities hereunder shall be done as and in its sole name as an independent Contractor and said name shall in no way include the terms "City of Fulton". The Contractor shall be solely responsible for complying with all applicable laws and regulations governing its activities hereunder to the same extent it would be if it had no contractual relationship with the City.

_____ Books and Records

The Contractor shall keep complete and accurate records of wastes collected and charges therefore, and the City shall have the right to review those records with twenty-four (24) hours' notice.

_____ Term of Contract

The term of the contract will be for 3 years beginning July 1, 2021 and ending on June 30, 2024 at 12:00 pm midnight, local time, with the ability to negotiate a mutually agreeable extension for no more than 1 year after the initial contract.

_____ Residential & Commercial Cart Collection Requirements

During the term of the contract period, the Contractor shall collect, or cause to be collected all collectible solid waste material placed in a contractor provided receptacle which has been placed for collection from each designated collection unit before the arrival of the Contractor.

The Contractor shall not litter premises or public ways in the process of making collections, but he shall not be required to collect material that has not been placed in approved containers or in a manner herein provided.

The Contractor will provide medical exemption service for placing carts at curbside due to medical or physical disabilities. There will be no charge for this service to customers from a list provided by the City.

The City will provide the contractor with a list of residential and commercial unit addresses from which the collection of residential waste and commercial waste 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 & commercial collection unit during the calendar week, for all 52 weeks per year, up to the equivalent to two (2) 96-gallon containers for each unit. The frequency and days shall include 1 day per week. There may also be some specific days for the collection of industrial and commercial dumpsters. The selected contractor will collect solid waste in containers provided by the contractor.
- E. 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. 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.
- F. Contractor shall check each day with City Hall 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.
- H. The collection of 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), using motor vehicles with enclosed cargo space and backup signals.
- I. 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.
- J. The Contractor shall always provide an adequate number of collection vehicles to provide the level of service set forth herein. Each said vehicle must be inspected annually, or as often as deemed desirable, within reason, by the City Manager, or by a representative of the City, designated by the City Manager, and must be kept in good repair, appearance and in a sanitary condition always. Each vehicle shall have clearly on each side an identifying number with numeral(s) four (4) inches high minimum, the name and phone number of the Contractor, but shall not refer to the name of the City.
- K. The Contractor shall remove all solid waste material 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.
- L. All garbage and refuse hauled by the Contractor shall be so contained, tied, or so enclosed that leaking, spilling, or blowing are prevented. Once in the possession of waste materials defined by this agreement, any spillage shall immediately be cleaned up by the Contractor.
 - M. The Contractor must comply with all applicable local Department of Health regulations, including periodic disinfectant sanitizing of commercial and industrial dumpster type containers.
 - N. The Contractor will be responsible for repeated staining of City streets due to leaking trucks and this will subject the Contractor to potential contract default.
 - O. No hazardous materials shall be collected by the contractor.

Routes & Schedules

The Contractor shall provide the City with maps and schedules of all collection routes and shall always keep such information current. It shall be the customer's responsibility to place their solid waste at the appropriate location for collection before the approved starting hour. In the event of changes in routes or schedules that will alter the day or pickup on a regular basis, the Contractor shall so notify each customer affected by mail not less than two (2) weeks prior to the changes. If a change in pickup day is to occur due to a holiday, the Contractor shall place a 3 x 5 ad in the local newspaper notifying the public of the change not less than one (1) week prior to the change.

Discontinuation of Service

The Contractor shall discontinue collection service at any location as set forth in a written notice sent to him by the City. The Contractor shall resume collection on the next regularly scheduled collection day once notice has been sent by the City that the service should be resumed. The City shall notify the Contractor to discontinue service at any location for which the service charge is not paid within 45 days after billing date.

Trash Carts

- A. The Contractor as part of the bid shall supply, at no additional charge beyond the base price contained in this bid, a standard 96-gallon wheeled cart at the outset of the contract period to each residential and commercial location as provided by the City.
- B. The contractor at their expense shall be responsible for repair and replacement of damaged or worn-out wheeled carts.
- C. The City will supply the contractor with a place to store unused carts as a staging location.

Annual Notification to Customers

The Contractor shall notify all customers about complaint procedures, regulations, and day(s) of collection on or before July 1 each year through direct mail or newspaper advertising.

Contractor's Personnel

- A. The Contractor shall assign a qualified person or persons to be in charge of the operation in enforcement of the Agreement and shall give the name or names to the City; information regarding experience shall also be furnished. The Contractor shall hire qualified employees by giving priority to persons who have had previous experience with a municipal refuse system.
- B. The Contractor's collection employees shall wear a clean uniform bearing the name of the employee and of the company.
- C. Each employee shall, at all times, carry a valid operator's license for the type of vehicle that is being driven.

- D. The City may request the dismissal of an employee of the Contractor who violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of their duties.
- E. The Contractor shall provide operating and safety training for all personnel. At least one employee of each collection crew shall be trained in first aid and each vehicle shall be equipped with a first aid kit.
- F. Wages of all employees of the Contractor shall equal or exceed the minimum hourly rate established by local, state or federal governments.
- G. No person shall be denied employment by the Contractor for reasons of race, color, creed, natural origin, religion, sex or age except when based upon bona fide occupational qualifications.

_____ **Compliance with Laws**

The Contractor shall conduct all operations under this agreement in compliance with all applicable laws, statutes, ordinances and governmental regulations. 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.

_____ **Indemnity**

The Contractor will indemnify, hold harmless and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to work negligently performed by the Contractor in the performance of this franchise. Upon receipt or notice of any suit or claim against the City; however, the City shall have the right to approve all counsel obtained by the Contractor to represent the City.

_____ **Business License Fees**

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

_____ **Telephone Number**

The Contractor shall during the service period maintain a telephone system, which will allow access to their business office whereby complaints may be made. The Contractor's office shall be equipped with sufficient telephones and manned by a responsible person during all normal collection hours.

_____ **Penalties**

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

_____ **Complaints**

All complaints shall be resolved by the Contractor within two (2) working days of receipt of the complaint. All complaints not resolved by the Contractor are appealable to the City and its decision shall be binding on both Contractor and customer.

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. Every quarterly report shall also detail the total number of complaints received for that period, including a listing of each complaint the date of the complaint, the date of resolution of complaint and its final resolution.

Charges for Service

- A. The City shall bill each customer served by the Contractor as part of its regular monthly utility billing.
- B. Compensation will be paid by the City to the Contractor based on the pricing provided in this RFP.
- C. Calculations of this payment will be the number of unit's times by the type and price per month billed.
- D. The City will submit payment based on what it has billed the previous month. Quarterly the City will report any delinquent accounts and that amount will be subtracted from that month's payment to the Contractor.
- E. An itemized number of units and type will be submitted each month with payment. The payment will on be made on the number of individual units billed by type.
- F. An itemized listing of delinquent accounts will be provided to the Contractor by the City.
- G. The City will retain 5% of all moneys collected as a billing fee and any monthly charge set by the city for an additional cart at a location.
- H. The contractor shall not charge any customer any rate for services as described in this RFP.

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. Every quarterly report shall also detail the total number of complaints received for that period, including a listing of each complaint and its final resolution.

Other Services included in Bid

- A. As part of the total bid, the Contractor shall include at no cost to the City two forty-yard (40) dumpsters to be located at Fulton Public Works with pick up no more than twice monthly. Any additional charges, delivery fee, hauling fee, tonnage fees for extra pickups requested by the City should be noted in proposal.
- B. At no cost provide cart pickup service to each City building, or other designated buildings that the City owns, or leases on the same schedule as other residential collection in the City.
- C. Additionally, up to three (3) times per year the Contractor agrees to provide at no cost to the City two twenty-yard (20) dumpsters for five (5) 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.
- D. The Contractor shall provide thirty-five (35) additional 96 gallon wheeled carts up to three (3) times a year for five (5) consecutive days at no cost for City sponsored events.
- E. At no extra cost provide dumpsters serviced once a week at Pontotoc Community Center (1) 4-yard, Police/Fire Depart (1) 2-yard, Benny Gordon Park (1) 4-yard, Riceville Park (1) 4-yard, Lions Club Park (2) 4-yards.

Insurance Requirements and Indemnification

The successful bidder shall always 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 City shall be notified not less than thirty (30) days in advance of cancellation or alteration of such coverage by the insurance provider. The minimum limits of coverage shall be as follows:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Worker’s Compensation Requirements	Statutory
General Liability occurrence	\$1,000,000 per occurrence
Bodily Injury Liability occurrence	\$5,000,000 aggregate \$1,000,000 per occurrence
Automobile Liability Insurance	\$5,000,000 aggregate \$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 The City of Fulton being contracted with, their agents, elected officials, representatives, and employees from and against all claims, demands, damages, losses, liability, and expenses, consequential damages of any kind or nature, including attorney’s fees arising from the execution of the successful bidders work performance, or failure to perform under the terms of the contract; except for those claims which arise from the sole negligence or willful misconduct of a City.

_____ Contract Cancellation

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

_____ Unanticipated Costs

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

_____ Fuel Surcharge

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

average price of diesel fuel drops below five (\$5.00) dollars per gallon for three consecutive months. This would be the only adjustment in the cost for the term of the contract.

_____ Communication/Notification

The Contractor will bear full responsibility and cost for producing and distributing, to each residential customer, at the beginning of each year of the three-year contract period to each residential unit served information regarding schedules, routes, service complaints and collection 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 affect 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.

CITY OF FULTON, KENTUCKY BID FOR RESIDENTIAL, COMMERCIAL AND INDUSTRIAL SOLID WASTE REMOVAL SERVICE FRANCHISE AGREEMENT PRICING

The undersigned Contractor hereby bids, offers and proposes to perform and provide to the City the services and documents described in the Request for Bids attached here to 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 ninety (90) consecutive calendar days after the date indicated herein; and may be accepted or rejected by the City named in the bid.

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

CITY OF FULTON, KENTUCKY BID FOR RESIDENTIAL WASTE AND RECYCLING SERVICES

Period July 1, 2021 thru June 30, 2024	<u>Per Unit Rate</u>
<i>Residential Cart</i>	\$ Per Month
<i>Commercial Cart</i>	\$ Per Month

Dumpster Service as Indicated:

Pick Up Frequency	2 Yard	4 Yard	6 Yard	8 Yard
1-x Week	\$ Per Month	\$ Per Month	\$ Per Month	\$ Per Month
2-x Week	\$ Per Month	\$ Per Month	\$ Per Month	\$ Per Month
3-x Week	\$ Per Month	\$ Per Month	\$ Per Month	\$ Per Month
4-x Week	\$ Per Month	\$ Per Month	\$ Per Month	\$ Per Month
5-x Week	\$ Per Month	\$ Per Month	\$ Per Month	\$ Per Month
	Tonnage	Delivery	Hauling	Other
40 Yard Public Works Overage (2 Times month free)				

You may add additional sheets if necessary. Bidder may provide cost for larger dumpsters if desired.

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

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

List three (3) municipal customer references:

Final Instructions: Authorized representative should initial each of the sections above to verify that you have read and understand them. Include any documents necessary to prove compliance with any of the sections above. Include any other documents you want to be considered. Place a cover sheet with company information on it. Place in a sealed envelope and mark clearly 2021 “Fulton Residential, Commercial and Industrial Solid Waste Franchise Bid”

Company Name: _____

Company Representative Name: _____

Company representative signature: _____

Date: _____