

## **INVITATION TO SUBMIT BIDS**

City of Wellington will receive sealed bids for garbage collection in conformance with state regulations. Address all bids to City of Wellington, ATTN: Mayor Sara Sievert, 3003 Spencer Avenue, Louisville, KY 40205, to be received by mail by May 21, 2021, or present same at the public bid opening via ZOOM on May 25, 2021 at 6:30 PM. **ZOOM meeting ID is 814 2448 6710 and Password is 208562**. All bids must be received prior to such times. Copies of detailed specifications can be obtained from the City of Wellington website at [www.cityofwellingtonky.com](http://www.cityofwellingtonky.com) or by contacting Mayor Sara Sievert at [Mayor@cityofwellingtonky.com](mailto:Mayor@cityofwellingtonky.com) or calling 502-494-1716. Detailed specifications shall control notwithstanding this statement as to the general nature of the work. Winning offer will be the best offer after the reliability, quality, amount of offer and past performance is evaluated. The City reserves the right to reject any and all bids.

CITY OF WELLINGTON  
GARBAGE COLLECTION SPECIFICATIONS/CONTRACT

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 Wellington.

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. 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, shall mean two (2) roller type containers **to be supplied by Contractor at no additional cost** of at least 90 gallon size (NEW) and (b) for the purposes of recycling, shall mean one recycle bin with lid **to be supplied by Contractor at no additional cost** (NEW). **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 that 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: 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.

1. **Solid Waste collection.** Currently billed for 259 residential Collection Parcels.
  - a. No less frequently than once each seven (7) days, Contractor shall provide regularly-scheduled curbside collection of one Collection Unit of Household Solid Waste from each Collection Parcel within the City at the Collection Site for such parcel. *No collections shall be made before 7:00 A.M. Collections before 7:00 a.m. may result in a fine of \$500.00*
2. **Recycling.** Contractor shall provide curbside collection of recyclable materials from each Collection Parcel.
  - a. Contractor shall pick up recyclable materials placed at the curb in recycle bins with distinctive color lid provided at no charge by contractor and separate the materials and haul it to a Recycling Facility. Service shall be provided weekly for each Collection Parcel in the City.
  - 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.
  - c. 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.
3. **Yard waste collection.** 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.
  - a. Contractor will supply a price for year-round collection of yard waste.
  - b. 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.
4. **Junk Pick Up.** Two junk pick up days shall be scheduled for city-wide pick up each year.

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

1. The Contractor shall submit with its bid a proposed daily schedule of solid waste collection. 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. 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 2021 and shall end on the 30th day of June 2024. Additional extension terms may be granted if the unit price remains unchanged.

#### **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 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. The Contractor shall propose in its bid (for no additional cost) a collection method for larger household items. However, Contractor shall not be required, with the normal service rates to remove scrap materials from the construction, remodeling or repair of buildings, nor concrete blocks, tree stumps, earth or earthy materials, automobile bodies or large machine parts weighing more than eighty (80) pounds, no bio-hazard materials, nor materials of a toxic, highly flammable or explosive nature, except as set out hereinabove. The Contractor may receive additional compensation, as agreed upon in advance between the property owner and the Contractor, for the collection of these materials.
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 Wellington is an additional insured and must be notified thirty (30) days in advance of any expiration, cancellation of material reduction in coverage. Before any work can be commenced, the City of Wellington 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. 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 Commission.
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 men 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. 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.
24. 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.

- 25. This contract must be self-performed by Contractor and cannot be subcontracted in any way to any person.
  
- 26. 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 Commission 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.

\_\_\_\_\_  
Signature of Authorized Representative

Company Name:

\_\_\_\_\_

Telephone: \_\_\_\_\_

Company Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



Return to: By Mail received no later than May 21, 2021  
City of Wellington, Attention Mayor Sara Sievert, 3003 Spencer Avenue,  
Louisville, KY 40205

or

Return to: In Person received no later than May 25, 2021 at 6:30 p.m.  
City of Wellington Commissioners Meeting via ZOOM.  
**ZOOM Meeting ID is 814 2448 6710 and Password is 208562.**

**BID SHEET  
SANITATION – CAN CONTRACT – ONCE WEEKLY**

**BID PRICE:**

We certify that we have carefully examined the proposed contract and offer to meet the specifications for the following compensation rate:

**Basic Contract:**

- (A) \$\_\_\_\_\_ per month for the period July 1, 2021 through June 30, 2024, for each single family dwelling unit in the City for once weekly Waste Collection Services, plus the weekly collection of Yard Waste as specified in the proposed contract.
- (B) \$\_\_\_\_\_ per month for the period July 1, 2021, through June 30, 2024, for the weekly collection of recyclables at the curb for each single family dwelling unit in the City.

**Optional Bid on extension years:**

- (C) \$\_\_\_\_\_ per month for the period July 1, 2024 through June 30, 2026, for each single family dwelling unit in the City for once weekly Waste Collection Services, plus the weekly collection of Yard Waste as specified in the proposed contract.
- (D) \$\_\_\_\_\_ per month for the period July 1, 2024, through June 30, 2026, for the weekly collection of recyclables at the curb for each single family dwelling unit in the City.

*Holidays to be observed:*

Landfill cost per cubic yard at time of bidding: \$ \_\_\_\_\_ per cubic yard.

EQUIPMENT AND WORK FORCE:

Please detail the equipment that would be assigned to this contract:

Please detail the work force that would be assigned to the project:

What back-up provisions would you have to cover equipment failure and employee absences?

DISPOSAL PLAN:

Please detail your arrangements for disposal of the collected garbage:

Please detail your arrangements for disposal of the collected yard waste:

EXPERIENCE AND REFERENCES:

Please list any other projects of similar size and scope your Company has been responsible for in the last three years:

(attach additional pages if needed)

PROJECT

DATES

REFERENCE/CONTACT

OTHER: Please detail any other features you believe to be important in considering your Company's Qualifications for this project, such as grass empties from plastic bags at garbage hopper, etc....

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Signature of Authorized Representative

Company Name:

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Telephone: \_\_\_\_\_

Company Address:

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Date: \_\_\_\_\_