

**CITY OF DOUGLASS HILLS GARBAGE COLLECTION**  
**BID SPECIFICATION**

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, (d) proven experience in sanitation services delivered without undue complaints from cities with similar services, (e) positive references from other cities, (f) proof that the bidder has the ability to timely pick-up the city with adequate manpower and equipment, and (g) experience in the sanitation business.

City Council reserves the right to reject any or all bids. Bids to be submitted to the city must be submitted no later than the bid opening on the 3<sup>th</sup> day of May 2022, at the hour of 10:00 a.m. at the City of Douglass Hills Office, located at 219 Moser Rd., Louisville, KY 40223. 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), 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.

The specifications required by the City of Douglass Hills, 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. SCOPE, PRICE, AND FREQUENCY OF SERVICES**

**Collection of Residential Refuse**

Curbside. Once a week collection of at least 90-gallon wheeled containers (up to two), provided by a contractor at no additional cost, once a week recycling in 65-gallon carts, once a week yard waste and provide periodic collection of bulk waste.

**Collection of Dumpsters**

- a. Twice a week collection of residential refuse at the Douglass Hills Condominiums - Three 8-yd. dumpsters to be furnished by the Contractor.
- b. One compactor container of residential refuse at the 184-unit Dorsey Hills Condominiums. Container will be a compactor/dumpster to be emptied on "as needed" basis as determined by the City of Douglass Hills.
- c. Collection of refuse at the Douglass Hills Swim & Racquet Club as follows:  
One 8-yd. dumpster to be furnished by Contractor and collected three times a

week twelve months of the year.

- d. Collection of refuse at LaFontenay Court (Shelby Crossing Side) as follows:  
Five 6-yd. dumpsters and three 8-yd dumpsters to be furnished by Contractor and collected three times a week twelve months of the year.
- e. One 4-yard dumpster to be furnished by Contractor and collected one time per week, twelve months of the year at 213 Moser Road.

## **ARTICLE 2. COLLECTION DAYS**

Collection for single-family residential shall be one time per week on Thursday between the hours of 6:30 a.m. and 5 p.m. Contractor to provide to City for approval schedule for dumpster collection.

## **ARTICLE 3. HOLIDAYS**

Holidays observed by the Contractor are as follows: New Year's Day, January 1; Memorial Day, last Monday in May; Independence Day, July 4, or on the date that holiday is celebrated nationally; 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.

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

The initial term of this Contract shall commence on the 1<sup>st</sup> day of July 2022 and shall end on the 30<sup>th</sup> day of June 2024. The extension term of this contract will, at the sole option of the City, commence on the 1<sup>st</sup> day of July 2024 and extend to June 30<sup>th</sup>, 2026, at the prices stated herein.

## **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 collection and disposal service. No fuel surcharge may be charged.
  - a. The Contractor hereby agrees to collect and dispose of solid waste, once a week recycling, once a week yard waste and provide periodic collection of bulk waste, from each single-family residential collection parcel in the City in accordance

with the terms of this Contract.

- b. The Contractor hereby agrees to collect and dispose of the solid waste from the dumpster locations noted in this specification.
2. The 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, 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.

#### **ARTICLE 6. DISPOSAL**

1. 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.
2. Contractor shall comply with all requirements and regulations of the Jefferson County Waste Management District.
3. 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.

#### **ARTICLE 7. INSURANCE REQUIRED**

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.
2. The maximum limit set out hereinabove may be provided under primary policies or through a combination of primary and umbrella policies.
3. All policies must contain an endorsement showing that the City of Douglass Hills will be notified thirty (30) days in advance of any expiration, cancellation of material reduction in coverage.
4. Before any work can be commenced, the City of Douglass Hills 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.
5. 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.

#### **ARTICLE 8. RECYCLING**

1. Contractor shall pick up recyclable materials placed at the curb in 65 gallon totes (to be supplied by the contractor at no extra cost) with a lid on the Friday collection day.
2. Recyclable items shall not be disposed of in any landfill.
3. The Contractor shall receive all the moneys received for all recyclable materials delivered to the buyers. The City shall have no responsibility for any processing fee charged by buyers.

#### **ARTICLE 9. CONTRACT AMENDMENTS**

It is the intention and Agreement of the parties to this contract that all legal provisions of law are required to be inserted here, shall be and are inserted here. However, if by mistake or

otherwise some such provision is not inserted here, or is not inserted in proper form, that upon the application of either party, the Contract shall be amended so as to strictly comply with the law without prejudice to the right of either party.

#### **ARTICLE 10. ANTI-DISCRIMINATION**

The Contractor, in performing the work under this Contract, shall not discriminate against any person seeking employment with or employed by him because of race, creed, color, or national origin.

#### **ARTICLE 11. CONTRACT NOT A FRANCHISE**

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.

#### **ARTICLE 12. CHANGE IN SERVICES**

In the event there is a required substantial change in the services required under this contract, such as may be required by the Jefferson County Solid Waste Management District, either party may give the other six months written notice of the termination of this Contract.

#### **ARTICLE 13. MISCELLANEOUS PROVISIONS**

1. Public roadside cans placed by the City shall be picked up by Contractor at no charge to the City.
2. 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.
3. After pickup, all garbage cans 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.
4. 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.

5. 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. 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.
6. 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.
7. This Contract may not be assigned without the written consent of the City Commission.
8. 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.
9. Contractor shall be deemed an independent contractor and not an employee of the City.
10. 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 Commission or the designated representative of the City Commission.
  - c. Contractor and such City representative will discuss and resolve the problem.

#### **ARTICLE 14. AVAILABILITY OF CONTRACTOR'S EQUIPMENT**

1. Should the Contractor, except by reason of a strike, 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. Any reasonable expense incurred in excess of the service fees provided for in this Contract shall be charged against the Contractor.
2. 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.
3. The Contractor shall maintain a telephone, toll free, for the receipt of service calls or complaints and shall be available for such call twenty-four (24) hours a day. 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.

#### **ARTICLE 15. ANTI-COLLUSION PROVISION**

Contractor acknowledges and understands that its bid is subject to the provisions of KRS 45A.325 which provides: "Any agreement or collusion among bidders or prospective bidders 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.

#### **ARTICLE 16. GENERAL TERMS**

1. This Contract shall inure to and be binding upon the successors and assigns of the parties hereto.
2. It is agreed that any deviation from any of the above paragraphs of this Contract 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.
3. This writing, and the Bid Form contain all terms of this Contract as 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.
4. 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.



**BID SHEET**

**(1) Collection of Residential Refuse**

- a. 7/1/22 to 6/30/24: \$ \_\_\_\_\_ per month per each single-family home for curbside, once a week household trash, once a week recycling and once a week yard waste and providing for periodic collection of bulky waste. Extension term, 7/1/24 to 6/30/26, \$ \_\_\_\_\_ per month.

**(2) Collection of Dumpsters**

- a. 7/1/22 to 6/30/24: \$ \_\_\_\_\_ per month cost for twice a week collection of residential refuse at the Douglass Hills Condominiums - Three 8-yd. dumpsters to be furnished by the Contractor. Extension term, 7/1/24 to 6/30/26, \$ \_\_\_\_\_ per month.
- b. 7/1/22 to 6/30/24: \$ \_\_\_\_\_ per month cost for one compactor container of residential refuse at the 184-unit Dorsey Hills Condominiums. (Contractor is not to furnish this container but is to empty the contents.) Extension term, 7/1/24 to 6/30/26, \$ \_\_\_\_\_ per month.
- c. 7/1/22 to 6/30/24: \$ \_\_\_\_\_ per month cost for collection of refuse at the Douglass Hills Swim & Racquet Club as follows: One 8-yd. dumpsters to be furnished by Contractor and collected three times a week twelve months of the year. Extension term, 7/1/24 to 6/30/26, \$ \_\_\_\_\_ per month.
- d. 7/1/22 to 6/30/24: \$ \_\_\_\_\_ per month cost for collection of refuse at LaFontenay Court (Shelby Crossing Side) as follows: Five (5) 6-yd. dumpsters and three (3) 8-yd dumpsters to be furnished by Contractor and collected three times a week twelve months of the year. Extension term, 7/1/24 to 6/30/26, \$ \_\_\_\_\_ per month.
- e. 7/1/22 to 6/30/24: \$ \_\_\_\_\_ per month cost for collection of one 4-yard dumpster to be furnished by Contractor and collected one time per week, twelve months of the year at 213 Moser Road. Extension term, 7/1/24 to 6/30/26, \$ \_\_\_\_\_ per month.