



505 COMMONWEALTH AVENUE
ERLANGER, KENTUCKY 41018
859.727.2525
erlangerky.gov

**CITY OF ERLANGER,
KENTUCKY**

**RESIDENTIAL SOLID WASTE COLLECTION
BID PACKET**

**Due
April 12, 2021**

Sherry Hoffman, City Clerk

**CITY OF ERLANGER
SOLICITATION FOR SEALED BIDS
AND PROPOSALS**

The City of Erlanger (City) hereby solicits and advertises for bids from qualified solid waste contractors for the purpose of granting an Exclusive Franchise to use the streets of Erlanger for the purpose of collection, transportation, and disposal of all residential solid waste generated in the City and for residential curbside recycling services described and specified in the document entitled City of Erlanger Residential Solid Waste Specifications, copies of which are available at the offices of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, KY 41018.

All bids and responses to this advertisement and solicitation must be received by the Erlanger City Clerk on or before 10:00 a.m. on April 12, 2021, with time being of the essence, on a form provided by the Erlanger City Clerk and completed according to the Bid Instructions provided thereby, including all required attachments; and enclosed within a sealed envelope, with the words "City of Erlanger Residential Solid Waste Collection Bid" written, typed or otherwise indicated on the outside of the envelope.

The City hereby reserves the right to not only reject any and all bids and proposals submitted in response to this advertisement and solicitation, for any reason or no reason; but especially those that are not in conformity with either the bid instructions or the specifications provided by the City, but also to accept bids and proposals submitted in response to this advertisement and solicitation that don't conform to those bid instructions and specifications.

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**CITY OF ERLANGER
INSTRUCTIONS TO BIDDERS**

1. Read the City of Erlanger Residential Solid Waste Specifications, Bid Form, and Agreement attached hereto and made a part hereof by reference. They describe the specifications and contractual provisions related to your proposal. Any changes in those specifications or contractual provisions may invalidate any bid or proposal that includes those changes.
2. Complete the Bid Form attached hereto and made a part hereof by reference by providing the following information in the blanks for it:
 - 2.1 The amount of the bid or proposal.
 - 2.2 The complete name, mailing address, telephone number and e-mail address of the Bidder.
 - 2.3 The signature of the Bidder or someone signing for the Bidder.
 - 2.4 The printed name of the signatory.
 - 2.5 The date.
3. Complete Attachment C attached hereto and made a part hereof by reference.
4. Seal the signed Bid Form within an envelope with the words "City of Erlanger Residential Solid Waste Collection Bid" written or otherwise indicated on the outside of the envelope; and deliver the sealed envelope to the Office of the Erlanger City Clerk, 505 Commonwealth Avenue, Erlanger, Kentucky before 10:00 a.m., prevailing time on or before April 12, 2021.

**CITY OF ERLANGER
BID FORM**

The undersigned hereby bids, offers, and proposes to provide, furnish and deliver in the highest and best manner, all labor, material, tools, equipment, supplies, and personnel necessary to provide residential solid waste collection in the City of Erlanger as described and specified in the document attached hereto and made a part hereof by reference, for the "Amount Bid" indicated in this form. This bid, offer, and proposal is irrevocable until the expiration of ninety (90) consecutive calendar days after the date of this bid, offer and proposal; and may be accepted by the City of Erlanger, at any time prior thereto.

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

Complete Name of Bidder _____

Signature of Bidder or
Authorized Representative _____

Printed Name of Signatory _____

Mailing Address of Bidder _____

Telephone Number of Bidder _____

E-mail address of Bidder _____

Date _____

CITY OF ERLANGER SPECIFICATIONS

DESCRIPTION OF PROPOSAL

The City of Erlanger is accepting bids from qualified solid waste contractors for the purpose of granting an **Exclusive Franchise** to use the streets of Erlanger for the purpose of collection, transportation and disposal of **all residential solid waste** generated in the City, and for **residential curbside recycling services** in accordance with the specifications contained herein.

The Franchisee will provide all labor, equipment, materials, tools, supplies, and personnel necessary to comply with the terms of the Franchise Agreement. Only closed trucks, in good working order, maintained in clean and sanitary conditions, 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 and recycling waste.

CUSTOMER SERVICE

The City of Erlanger is committed to providing the highest level of service possible to its customers. All contractors working for the City likewise shall consider customer service a priority. Therefore, the contractor shall establish a plan of action to insure the delivery of excellent customer service. The Franchisee shall designate a specific contact person assigned to ensure quality customer service in Erlanger. The contact person's name and phone number shall be provided to the City Clerk. The contact person shall have full authority to act on behalf of the contractor for the purpose of receiving, investigating, and resolving complaints received regarding solid waste contractor complaints. The contact person shall work closely with Administration staff to insure all customer complaints are resolved in a timely manner. The contact person shall also work to identify and implement solutions to persistent customer complaints.

The Franchisee's customer service representatives must be informed on and have a copy of Erlanger guidelines in order to provide customers with correct information.

In the case of alleged missed scheduled collections, the Franchisee shall investigate, and if such allegations are verified, shall arrange for the collection of the solid waste not collected within twenty-four (24) hours after receipt of complaint.

STATEMENT OF QUALIFICATIONS

The opening and reading of bids shall not be construed as an acceptance of the bidder as a qualified responsible bidder. The City of Erlanger reserves the right to determine competence and responsibility of a bidder through appropriate investigation of qualifications. The bidder shall provide, at the time of the bid submission, a list of all municipal accounts in the Greater Cincinnati/Northern Kentucky area. At a minimum, the list shall contain a contact person, address, and phone number. In addition, the contractor shall describe the experience and supporting data that qualifies it to undertake the responsibilities described in this request. This information shall include but not be limited to:

A. Evidence the bidder possesses the financial capacities to perform all phases of the work contained herein.

B. Evidence the bidder is in good standing in the State of Kentucky and the City of Erlanger. If the bidder is a corporation, organized under the laws of any other State, evidence the bidder is licensed to do business in the State of Kentucky or, a sworn statement that said bidder will take all necessary action to become so licensed if the bid is accepted.

C. Evidence the bidder has been in existence for a reasonable amount of time and possesses operating experience necessary to perform the business of refuse collection and disposal, and recycling.

D. Bidders must demonstrate sufficient availability of equipment to execute the franchise agreement beginning on July 1, 2021. 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 Erlanger account must be submitted with the bid.

E. At time of bid submission, bidder must provide documentation that all wastes will be collected, handled, transported and disposed of according to federal, state, and local laws. Bidder will identify what landfill will be used and the status of space availability and any pending permits for that landfill.

F. All requested information will be used in evaluating bids. Contract award will not necessarily be based on the lowest rate.

SCOPE OF SOLID WASTE SERVICES

Bids submitted under this contract shall be for an exclusive franchise to remove all residential solid waste from single family residences and multi-family residences up to four units generated in the City limits of Erlanger.

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.

No collections shall be made before 7:00 a.m., except in pre-authorized areas (Stevenson Road, Commonwealth Avenue, Turkeyfoot Road, and Dixie Highway), or after 5:00 p.m. Collections shall occur on Monday through Friday with Saturday being reserved for Friday make-up collections. No collections shall occur on Sunday. Exceptions to this must be approved by the City Administrator for unexpected situations.

The Franchisee must make their drivers aware of school zones and schedules and arrange pickup routes that do not conflict with said schedules.

No collections shall be made on Thanksgiving Day, Christmas Day or New Year's Day. Waste service shall occur as scheduled on all other holidays as applicable. In years when Thanksgiving Day, Christmas Day and New Year's Day falls on a regular collection day, the remaining collection day(s) shall be delayed by one day. The Franchisee shall make provisions to ensure no reduction in service occurs during any holiday week.

Residential units shall receive once a week curbside waste collection service. Collection days shall occur on the same day each week. Curbside shall be defined as that area adjacent to the back of the curb or edge of the roadway. Proper placement of containers shall be the responsibility of the customer. Failure of the Franchisee and the customer to agree on the proper trash container location shall result in the Director of Public Works or his designee in determining proper placement.

Other alternate curbside waste collection services may be bid. The alternates are as follows:

ALTERNATE CURBSIDE WASTE COLLECTION SERVICES
An alternate of once a week curbside waste collection service with once a week recycling service included.
An alternate of once a week curbside waste collection service with once a week recycling service for an additional fee.
An alternate of once a week curbside waste collection service with biweekly recycling service included.
An alternate of once a week curbside waste collection service with biweekly recycling service for an additional fee.
An alternate of twice a week curbside waste collection service.
An alternate of once a week curbside waste collection service with once a week recycling service included.

An alternate of twice a week curbside waste collection service with once a week voluntary recycling service for an additional fee.
An alternate of twice a week curbside waste collection service with biweekly recycling service included.
An alternate of twice a week curbside waste collection service with biweekly recycling service for an additional fee.
Automated collection may also be bid with the franchisee providing one (1) or more 95 gallon tote(s) per household and one (1) or more 65 gallon tote(s) per participating household for recycling collection.

The Franchisee shall formulate a listing of routes and schedules prior to final awarding of the franchise. Upon approval by the City Administrator, the Franchisee shall take all necessary steps to notify each dwelling unit of schedules, rates, tote information, and billing procedures. Notifications must be mailed to the customers (30) thirty days prior to action being started.

It shall be the responsibility of the Franchisee to notify customers of any future changes in schedule, routes, rates, or collection programs once they have been approved by the City Administrator.

Residents will be instructed to place their solid waste at the curbside by 7:00 a.m. on the day of collection. There shall be no limit to the number of or types of containers per residence.

Large items, construction material, and yard waste shall be collected, but must be properly contained, bundled, and/or weigh less than 75 pounds. Exceptions shall be listed under "Exceptions" on the bid form. The Bidder should provide a plan for managing excluded/hazardous waste. The plan must include a bid sheet detailing the costs, if any, beyond the cost of basic service.

A bi-annual waste event shall be conducted each spring and fall of every calendar year. The Franchisee shall provide dumpsters, assistance, and waste removal for these events, free of charge. The City of Erlanger reserves the right to determine the dates of the event and the location.

As new homes are constructed and occupied, and existing homes become occupied in the City limits, the Franchisee shall provide waste services as required by the contract on the next scheduled day of collection after the customer establishes collections services with the Franchisee. Totes must be delivered within (7) seven days after the customer has contacted the Franchisee.

Smaller totes (65 and 35 gallon) must be readily available for customers who live in neighborhoods with homeowner's associations or in a condo and for those who are

physically unable to manage a larger tote. Larger totes (95 gallon) must also be readily available for new and existing residents.

The Franchisee shall provide dumpsters, roll-off containers and/or totes for all city facilities, free of charge, including all city buildings and parks, and shall collect waste deposited in the same on at least a weekly basis. One six yard dumpster and one 40 yard roll-off container shall be provided for the Public Works Facility.

RECYCLING SERVICES

Once or biweekly curbside recycling shall be available to residential customers. Curbside recycling includes; glass, cans (aluminum & bi-metal), paper, cardboard, and plastics.

Franchisee will bill participants directly and shall supply one (1) or more ~~95~~ 65 gallon tote(s) per household for recycling collection. Totes must always be readily available for our residents. The current program has approximately 1400 households participating. Bids must include a description of current established recycling programs and proof of guaranteed markets.

Smaller recycling totes (35 gallon) must be readily available for customers who live in neighborhoods with homeowner's associations or in a condo and for those who are physically unable to manage a larger tote.

The Franchisee must include a list of companies in which they sell recycled waste to.

The Franchisee may provide recycling dumpsters for two locations in the City, and collect waste deposited in the same on at least a weekly basis at the request of the City. This may continue as a trial period of no less than (6) six months and if successful, may continue permanently at the City's discretion. The City of Erlanger reserves the right to choose the locations and the sizes of the dumpsters.

PAYMENT/BILLING

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

The Franchisee is required to bill each residential solid waste and/or recycling customer individually. The City of Erlanger will have no responsibility for any billing or collection activity. However, the City shall be notified of "let set" properties prior to the first day of no collection.

The bidder shall provide, at the time of the bid submission, a detailed plan for the collection of billing which includes, at a minimum, the frequency of billing, the process

for collecting slow/no pay's, and the provisions made for temporary suspension of services for residents who may leave town for extended periods.

TERM OF CONTRACT

The term of the Franchise Agreement shall be two years. Four options for extension of two years each should also be included in the bid. Options shall be exercised at the exclusive pleasure of the City of Erlanger only. The City reserves the right to terminate the Franchise Agreement upon 30 days written notice. The City of Erlanger reserves the right to reject any and all bids and/or extend the existing contract with the current Franchisee.

The Bidder who receives this franchise must be prepared to begin full operation, including the completion of all preliminary customer notifications, on July 1, 2021.

Any bidder who has defaulted on any contract within the past three years shall not be qualified for any portion of the work.

GENERAL INFORMATION

The City provides residents with an annual collection of their leaves in the fall of each year. This collection is made by employees of the City and the leaves are taken by the employees to composting sites. The collection period lasts for approximately ten (10) weeks and results in collection of a major portion of the leaves in the City.

This program will continue and should result in a lower price for overall collection service because of the burden being removed from the Franchisee during the fall season. However, the Franchisee will be required to collect any containers of leaves placed at the curbside by residents.

Population is approximately 19,246. Total number of residences is approximately 6,500. Miles of street are approximately 58.4.

The City of Erlanger makes no representation as to the reliability of residential unit count. Bidders should make such additional investigations as they consider necessary to determine actual numbers. See attachment "A" for a City map delineating City boundaries and attachment "B" for a list of street names.

In the event that a street in Erlanger is under construction on the day of waste and recycling collection and the driver is unable to collect the waste, the Franchisee must contact the Director of Public Works to gain access to that street. Contact must be made the same day to ensure same day collection.

If the Franchisee's vehicle loses fluids, the Franchisee must contact the Director

of Public Works and then proceed with the Franchisee's procedure to clean the street. This process must be approved by the Director of Public Works.

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 drivers must dress appropriately and wear approved safety vests and equipment.

REPORTS

The Franchisee shall provide monthly management reports to the Administration Department that include, at a minimum, the amount of solid waste diverted from the landfill as a result of the Erlanger recycling program. In addition, said report shall also provide participation rates for the residential curbside recycling program.

Franchisee shall also provide monthly reports indicating the total number of residential customers serviced in the City limits of Erlanger.

Franchisee shall provide a monthly report regarding the number and nature of operational complaints received by the Franchisee from any Erlanger customer. The report shall also include what action was taken to resolve each customer complaint.

OCCUPATIONAL LICENSE REQUIRED

The Franchisee shall obtain an Occupational License for the City of Erlanger before a contract can be executed. A current Occupational License shall be maintained during the life of the contract.

INSURANCE REQUIREMENTS

The Franchisee shall at all times during the contract maintain in full force and effect, 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 Contractor 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 listing the City of Erlanger as an additional insured on a primary and noncontributory basis (including umbrella) in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation	Statutory Requirements Specific to Kentucky
Employers Liability	Bodily Injury By Accident - \$1,000,000 Each Accident Bodily Injury By Disease - \$1,000,000 Each Employee Bodily Injury By Disease - \$1,000,000 Policy Limit
Commercial General Liability Policy	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Commercial Automobile Liability	\$1,000,000 Combined Single Limit
Umbrella Liability	\$5,000,000 Each Occurrence

Current proof of compliance must be kept on file with the City Clerk's Office in the Administration Department during the life of the Franchise Agreement. The City shall be made aware of any policy change sixty (60) days in advance of the change.

BOND REQUIREMENTS

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.

**CITY OF ERLANGER
SUBMISSION OF BID**

Bids shall be submitted in a sealed envelope plainly marked "City of Erlanger Residential Solid Waste Collection Bid" to the City of Erlanger, City Clerk's Office, 505 Commonwealth Avenue, Erlanger, Kentucky 41018. Sealed bids are due by and will be publicly opened and read aloud at 10:00 a.m., local time on April 12, 2021.

The City of Erlanger reserves the right to reject any and all bids and/or extend the existing contract of the current Franchisee.

In submitting a bid, the Contractor agrees that the proposal will remain an offer open to the City of Erlanger for acceptance for a period of ninety (90) calendar days from bid date.

Inquiries regarding the language, intent, scope of services, or any aspect of this bid shall be made in writing, either faxed, mailed, emailed, or hand delivered to:

Sherry Hoffman
City Clerk
City of Erlanger
505 Commonwealth Avenue
Erlanger, KY 41018
Phone Number: (859) 727-2525
Fax Number: (859) 727-7944
Email: sherry.hoffman@cityoferlanger.com

**CITY OF ERLANGER
AMOUNT BID**

Cost for residential waste collection services shall be expressed as rate per dwelling per month. Each two year period shall commence on July 1 of the first year listed and on June 30 of the second year listed (for example, for the period 2021/2023, the rate quote shall commence on July 1, 2021 and expire on June 30, 2023).

BASIC COLLECTION

ONCE PER WEEK CURBSIDE PICKUP SERVICE

Service Basic Collection	Rate/Cost 2021/2023	#1 Extension 2023/2025	#2 Extension 2025/2027	#3 Extension 2027/2029	#4 Extension 2029/2031
Curbside Pickup					

ALTERNATE #1

ONCE PER WEEK CURBSIDE PICKUP INCLUDING ONCE PER WEEK RECYCLING PICKUP

Service Basic Collection	Rate/Cost 2021/2023	#1 Extension 2023/2025	#2 Extension 2025/2027	#3 Extension 2027/2029	#4 Extension 2029/2031
Curbside Pickup					
Recycling					

ALTERNATE #2

ONCE PER WEEK CURBSIDE PICKUP WITH ONCE A WEEK VOLUNTARY RECYCLING SUBSCRIPTION SERVICE FOR AN ADDITIONAL FEE

Service Basic Collection	Rate/Cost 2021/2023	#1 Extension 2023/2025	#2 Extension 2025/2027	#3 Extension 2027/2029	#4 Extension 2029/2031
Curbside Pickup					
Recycling					

ALTERNATE #3

ONCE PER WEEK CURBSIDE PICKUP INCLUDING BIWEEKLY RECYCLING PICKUP

Service Basic Collection	Rate/Cost 2021/2023	#1 Extension 2023/2025	#2 Extension 2025/2027	#3 Extension 2027/2029	#4 Extension 2029/2031
Curbside Pickup					
Recycling					

ALTERNATE #4

ONCE PER WEEK CURBSIDE PICKUP WITH BIWEEKLY VOLUNTARY RECYCLING SUBSCRIPTION SERVICE FOR AN ADDITIONAL FEE

Service Basic Collection	Rate/Cost 2021/2023	#1 Extension 2023/2025	#2 Extension 2025/2027	#3 Extension 2027/2029	#4 Extension 2029/2031
Curbside Pickup					
Recycling					

ALTERNATE #5

TWICE PER WEEK CURBSIDE PICKUP

Service Basic Collection	Rate/Cost 2021/2023	#1 Extension 2023/2025	#2 Extension 2025/2027	#3 Extension 2027/2029	#4 Extension 2029/2031
Curbside Pickup					

ALTERNATE #6

TWICE A WEEK CURBSIDE PICKUP SERVICE WITH ONCE A WEEK RECYCLING SERVICE INCLUDED

Service Basic Collection	Rate/Cost 2021/2023	#1 Extension 2023/2025	#2 Extension 2025/2027	#3 Extension 2027/2029	#4 Extension 2029/2031
Curbside Pickup					
Recycling					

ALTERNATE #7

TWICE A WEEK CURBSIDE PICKUP SERVICE WITH BIWEEKLY RECYCLING SERVICE FOR AN ADDITIONAL FEE

Service Basic Collection	Rate/Cost 2021/2023	#1 Extension 2023/2025	#2 Extension 2025/2027	#3 Extension 2027/2029	#4 Extension 2029/2031
Curbside Pickup					
Recycling					

ALTERNATE #8

TWICE A WEEK CURBSIDE PICKUP SERVICE WITH BIWEEKLY RECYCLING SERVICE INCLUDED

Service Basic Collection	Rate/Cost 2021/2023	#1 Extension 2023/2025	#2 Extension 2025/2027	#3 Extension 2027/2029	#4 Extension 2029/2031
Curbside Pickup					
Recycling					

ALTERNATE #9**TWICE A WEEK CURBSIDE PICKUP WITH BIWEEKLY VOLUNTARY RECYCLING SUBSCRIPTION SERVICE FOR AN ADDITIONAL FEE**

Service Basic Collection	Rate/Cost 2021/2023	#1 Extension 2023/2025	#2 Extension 2025/2027	#3 Extension 2027/2029	#4 Extension 2029/2031
Curbside Pickup					
Recycling					

AUTOMATED COLLECTION OPTION

Franchisee shall provide (1) 95 gallon tote per household for waste collection and one (1) 65 gallon tote per participating households for recycling collection. Each resident shall receive one additional 95 gallon tote for waste collection, upon request, at no additional cost.

TOTE RENTAL

Rental Cost Per Tote Per Month for Additional Totes	Rate/Cost 2021/2023	#1 Extension 2023/2025	#2 Extension 2025/2027	#3 Extension 2027/2029	#4 Extension 2029/2031
35 Gallon Tote					
65 Gallon Tote					
95 Gallon Tote					

FUEL SURCHARGE BID FORM

In order for the Franchisee to implement a fuel surcharge during the contract period, the following chart must be completed. Implementation of a fuel discharge is dependent upon City Council's approval.

Average Weekly Fuel Cost Per Gallon (Cost Range)	Fuel Surcharge Amount Per Household Per Month	Fuel Surcharge Amount Per Yard for Front/Rear Load Containers	Fuel Surcharge Amount Per Haul for Roll Off Containers
--------------------------------------------------	-----------------------------------------------	---------------------------------------------------------------	--------------------------------------------------------

	One Pickup Per Week	Two Pickup Per Week		
Additional Rows Can Be Added				

The Franchisee shall create a "range" for fuel costs in the column provided. This range can be whatever increments the Franchisee prefers (ex. \$1.00 to \$1.25, \$1.00 to \$1.50, etc.). The rows of the chart can be expanded thus widening the range of possible "Average Weekly Fuel Cost Per Gallon" scenarios. The fuel surcharge columns will determine what the fuel surcharge amount will be IF the data from the U.S. Department of Energy's published statistics from the "Weekly Retail On-Highway Diesel Prices, Average All Types, Price for Last 53 Weeks" for the Midwest Region falls within that range for a specific week.

The fuel surcharge amount will be determined annually based on data for the first week of March. The fuel surcharge will be in place for twelve (12) months. Any increase or decrease in fuel surcharges will begin the first day of April each year. (For example: Any change for the data obtained for the first week of March 2022 goes into effect on April 1, 2022.) The first opportunity to enact a fuel surcharge during the contract period will be on April 1, 2022 based on March 2022 data.

Chart Example:

_____Below is only an example of the above chart with arbitrary ranges and fuel surcharge amounts. The numbers used have no relevance to actual data and costs. They are just used to better show Franchisee how to complete the chart that will be used in evaluating their bid proposal.

Average Weekly Fuel Cost Per Gallon (Cost Range)	Fuel Surcharge Amount Per Household Per Month	Fuel Surcharge Amount Per Yard for Front/Rear Load Containers	Fuel Surcharge Amount Per Haul for Roll Off Containers
---------------------------------------------------------	------------------------------------------------------	----------------------------------------------------------------------	---------------------------------------------------------------

	One Pickup Per Week	Two Pickup Per Week		
\$2.25 and below	\$.0	\$.0	\$.0	\$.0
\$2.26 to \$2.50	\$.25	\$.50	\$.01	\$ 1.25
\$2.51 to \$2.75	\$.29	\$.58	\$.02	\$ 1.50
\$2.76 to \$3.00	\$.32	\$.64	\$.03	\$ 1.75
\$3.01 to \$3.25	\$.36	\$.72	\$.04	\$ 2.00
\$3.26 to \$3.50	\$.40	\$.80	\$.05	\$ 2.25
\$3.51 to \$3.75	\$.44	\$.88	\$.06	\$ 2.50
\$3.76 to \$4.00	\$.49	\$.98	\$.07	\$ 2.75
\$4.01 to \$4.25	\$.53	\$ 1.06	\$.08	\$ 3.00
\$4.26 and above	\$.56	\$ 1.12	\$.09	\$ 3.25

**CITY OF ERLANGER
AGREEMENT**

This agreement is by and between the **CITY OF ERLANGER**, a Home Rule City , with its principal office and place of business at 505 Commonwealth Avenue, Erlanger, Kenton County, Kentucky, hereinafter identified and referred to as the “**CITY**”, and, _____ with its principal office and place of business at _____ hereinafter identified and referred to as the “**FRANCHISEE**”; and they are entering into this Agreement for themselves, and for their respective successors and assigns.

WITNESSETH:

WHEREAS, on the 29th day of March, 2021, the City advertised for and solicited sealed bids and proposals for an exclusive franchise agreement for the use of the public streets and rights of way of the City, for the collection and disposal of solid and recycling waste from property of the City, and collectible solid and recycling waste from all residential collection units within the City; and

WHEREAS, in response to the aforescribed solicitation and advertisement, the Franchisee submitted the bid attached hereto and incorporated herein by reference, which shall hereinafter be identified and referred to as the “**bid of the Franchisee**”; and

WHEREAS, the Franchisee submitted its bid pursuant to and in reliance upon the representations that the franchise agreement contemplated that all of the residential collection units in the City would utilize and pay for waste collection and disposal services provided by the franchisee and that the City would require all residential collection units in the City to utilize and to pay for the waste collection and disposal services as provided under the Franchise Agreement; and

WHEREAS, on the ____ day of April, 2021, the City accepted the bid of the Franchisee subject to the provisions hereof;

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants included therein, the City and the Franchisee hereby agrees as follows:

Section 1.0 - Definitions

As used in this Agreement, the following words and phrases have the meanings indicated therefore:

1.1 - Applicable Laws

_____The words “applicable laws” mean each, every, any, and all laws, statutes, ordinances, rules, and regulations of the United States, Commonwealth of Kentucky, County of Kenton, and the City of Erlanger, and any Department, Cabinet, Bureau, Administrative Agency, and any other division of any of them which are in any way related to the collection, transportation, storage, handling, processing, or disposition of any solid waste, or this Agreement in regard thereto, or anything permitted, prohibited, or required thereby.

1.2 - Collectible Household Solid Waste

The words “collectible household solid waste” mean household solid waste, including, without limitation, recyclables, that have been generated by the residential use of a collection unit and both:

a. Cut and tied into bundles no more than four (4) feet in length and weighing no more than seventy-five (75) pounds, or enclosed within tied bags or covered containers having a capacity of no more than ninety-six (96) gallons, except for large individual items, which will not fit into such containers; and

b. Placed at the common boundary line between the lot or parcel of real estate upon which the collection unit is located, and the right of way line of any public street

upon which such lot or parcel of real estate abuts, or another location agreed upon by the Franchisee or designated by the Director of Public Works or the designee thereof, before the arrival of the employees or other representatives of the Franchisee for the collection thereof, on the day indicated in the collection schedule for that collection unit.

1.3 - Collection Unit

_____The words “collection unit” mean any separate residence for human beings in the City, other than those located within either: (1) a single separate building with more than four (4) separate residences therein, or (2) a multiple building complex, in which all of the buildings thereof are in the same ownership, and located on one lot or parcel of real estate, or adjoining lots or parcels of real estate in the same ownership, and with at least one building thereof having five or more separate residences therein.

1.4 - Collection Schedule

_____The words “collection schedule” means the list of streets under municipal waste collection, indicated in the document identified as Attachment B attached hereto and incorporated herein by reference, which identifies the streets in which residential solid waste and separately collectable recyclables shall be collected from within the City.

1.5 - Household Solid Waste

The words “household solid waste” means solid waste, including, without limitation, recyclables, which have been generated by the residential use of a collection unit.

1.6 - Mailed

_____The word “mailed” means mailed with postage prepaid, by U.S. Certified Mail, return receipt requested.

1.7 - Recyclables

_____The word “recyclables” means the cans, cardboard, paper, glass, aluminum, steel, and plastic items identified for recycling in the document identified as Appendix B, attached hereto and incorporated herein by reference.

1.8 - Recycling Collection Unit

_____The words “recycling collection unit” mean a collection unit for which either the City or someone else has agreed to pay and pays to the Franchisee the additional monthly fee provided herein for the separate collection of recyclables therefrom.

1.9 - Separately collectable Recyclables

_____The words “separately collectable recyclables” mean recyclables which have been generated by the City or the residential use of a recycling collection unit; and separated from household solid waste, and prepared for collection in the manner described in Appendix B, attached hereto and incorporated by the Franchisee, and placed for collection at the common boundary line between the lot or parcel of real estate upon which the recycling collection unit is located, and the right of way line of any public street upon which such lot or parcel of real estate abuts, before the arrival of the employees or other representative of the Franchisee for the collection thereof on the day indicated therefore in the collection schedule.

1.10 - Solid Waste

_____The words “solid waste” have the same meaning therefor provided by K.R.S. 224.01-010(31)(a), except for the following items, which are hereby excluded therefrom: (1) automotive fluids, parts and tires in excess of four (4) per residence per year, (2) hazardous waste within the meaning thereof provided by K.R.S. 224.01-010(31)(b), and (3) items designed for the use of freon therein, such as refrigerators and air conditioners, unless all freon has been removed therefrom by a certified technician.

1.11 - Waste Site or Facility

_____The words “waste site facility” have the same meaning therefore provided by K.R.S. 224.01-010(27).

Section 2 - Term

2.1 - Initial Term

_____The initial term of this Agreement shall be for the two year period beginning at midnight on the evening of June 30, 2021, and ending at midnight on the evening of June 30, 2023, with all required customer notifications occurring before then.

2.2 - Term Extensions

_____The initial term of this Agreement shall be extended by the City for additional periods of two (2) years each, up to a maximum of four (4) times by causing a written notice thereof to be mailed to the Franchisee, at least (30) continuous calendar days before the beginning of the period of each extension.

Section 3.0 - Duties and Obligations of the Franchisee

_____At all times during the initial term of this Agreement, and each and every extension thereof pursuant thereto, the Franchisee shall:

3.1 - Documentation

_____Cause the following documents to be issued and maintained in full force and effect; and provide copies or certificates therefore to the City; and provide the City with written notice of any changes therein more than sixty (60) days prior to the effective date thereof.

3.1.1 - Workers Compensation Insurance

_____A policy of Workers’ Compensation Insurance in compliance with the requirements of Chapter 342 of the Kentucky Revised Statutes.

3.1.2 - Liability Insurance

_____Policies of liability insurance with the coverages and limits of liability indicated in the attached schedule thereof, in which the insurer agrees to:

a. Defend the Franchisee and City against any and all claims and causes of action, of every kind and nature, for any losses, expenses, costs, attorney's fees, obligations, liabilities, injuries, and damages by anybody else, which are allegedly or actually sustained, incurred and endured by anybody else, and which are in any way related to any act or omission of the City or the Franchisee in regard to the collection, transportation, handling, processing or disposal of solid waste, or this Agreement in regard thereto; and

b. Pay on behalf of the Franchisee and the City, or either or both of them, jointly or severally, any and all sums which either or both of them shall become jointly or severally legally obligated to pay, as the result of any act or omission of the Franchisee or the City, or anybody else, jointly or severally, which is in any way related to the collection, transportation, handling, processing or disposal of solid waste, or this Agreement in regard thereto.

c. Prior to providing waste collection services in the City of Erlanger, the Vendor shall cause to be issued and maintained the following policies of insurance through companies approved by the City in which the coverage of the Contractor is primary and noncontributory in regard to all liability coverage, including, without limitation, excess and umbrella policies:

1) Commercial General Liability insurance on ISO form CG00011001 (or a substitute providing equivalent coverage). The limit shall not be less than \$1,000,000 per occurrence. ***The City of Erlanger must be named as an Additional Insured; the certificate***

shall specify that the coverage afforded is Primary and Noncontributory with respect to any other coverage available to the City of Erlanger.

2) Comprehensive owned and non-owned automobile liability insurance with a minimum combined single limit of \$1,000,000.

3) Workers Compensation Coverage specific to the State of Kentucky.

4) If you are performing construction services, the additional insured status must be provided by a combination of CG20100707 and CG20370704.

5) If your services involve pyrotechnics, mechanical amusement devices, inflatable amusement devices, animals of any type (including petting zoo or pony rides) or any other services that the City of Erlanger deems applicable, you must also provide a Commercial Umbrella policy with a minimum limit of \$1,000,000.

6) If your services include the sale of alcohol, you must also provide evidence of Liquor Liability Coverage with a minimum limit of \$1,000,000.

7) If your services are professional in nature, such as architectural, engineering, consulting or legal, you must also provide evidence of Professional Liability coverage (also known as Errors and Omissions coverage) with a minimum limit of \$1,000,000.

The Vendor shall not commence collection until the City is satisfied with and has approved all of the insurance policies and endorsements required hereby and has received certificates evidencing that the Contractor is insured thereby.

3.1.3 - Licenses and Registration

_____An Erlanger occupational license; and all other licenses and registrations required by any applicable law for:

- a. Engaging in the business and occupation of collecting, transporting, processing and disposing of residential solid waste pursuant hereto; and
- b. The ownership, operation, maintenance and use of the landfill described in the bid of the Franchisee; and
- c. The ownership, operation and use of any motor vehicles by or on behalf of the Franchisee, in the performance of this Agreement.

3.2 - Solid Waste Collection and Removal

_____ Franchisee shall supply one (1) 95 gallon tote per household, with the option of one (1) additional 95 gallon tote if requested at no additional fee. Smaller totes (35 and 65 gallon) must be readily available for customers who live in neighborhoods with homeowner's associations, in condos, or are physically unable to manage a larger tote. Personal totes can also be used by each household. There shall be no limit to how many totes are set out for collection.

_____ **3.2.1** Cause the collectible household solid waste from each collection unit and solid waste from all street litter cans and all other property of the City to be collected and removed once a week, according to the collection schedule; provided, however, that the Franchisee has no obligation to collect household solid waste from any collection unit that has a balance due and owing to the Franchisee that is more than 90 calendar days past the date of the invoice sent to the Franchisee to the owner or occupant of the collection unit. The owner or occupant may be charged a late fee that shall be no more than \$20.00.

3.2.2 Cause all solid waste from all street litter cans and all other property of the City to be collected and removed once a week, according to the collection schedule, at no charge or expense to the City.

3.2.3 Provide all labor, equipment, management and administration necessary for such solid waste collection and removal; and in such a manner that all such collections and removals are:

a. With the use of the motor vehicles and equipment identified in the bid of the Franchisee, or by the use of motor vehicles and equipment equal thereto or better in quality or condition, all of which shall have functional mechanical equipment, for the compaction of household solid waste into enclosed cargo spaces without leaking, and shall be maintained by the Franchisee in a condition which is functional, safe, clean and in conformity with all applicable laws; and

b. By collectors and operators trained and licensed therefore, according to all applicable laws, who shall make all reasonable efforts to safely maintain the continued flow of motor vehicle traffic around the collection vehicles and equipment, while they are on public streets and rights-of-way; and

c. According to the collection schedule; provided, however, that the Franchisee shall have 24 hours to remedy missed collections; and, provided further that unless otherwise agreed by the City and the Franchisee:

1) No solid waste collection shall occur on any street before 7:00 A.M., except in pre-authorized areas (Stevenson Road, Commonwealth Avenue, Turkeyfoot Road, and Dixie Highway), or after 5:00 P.M., prevailing time.

2) No solid waste collection shall occur on any Sunday or the holidays of Thanksgiving Day, Christmas Day, or New Years Day; but solid waste collection services shall occur as scheduled on all other holidays. In those years when Thanksgiving, Christmas, and New Years days occur on any other day other than Sunday, the remaining collection day(s) shall be delayed by one day, so that what should have been collected on these

days shall be collected on the following day that is not Sunday. The Franchisee shall make provisions to ensure no reduction in service occurs during any holiday week.

3) As new homes are constructed and occupied, and existing homes become occupied in the City limits, the franchisee shall provide waste services as required by the contract on the next scheduled day of collection after the customer establishes collections services with the Franchisee. Totes must be delivered within (7) seven days after the customer has contacted the Franchisee.

4) The Franchisee must make their drivers aware of school zones and schedules and arrange collection routes that do not conflict with said schedules.

5) Large items, construction material, and yard waste shall be collected, but must be properly contained , bundled, and/or weigh less than 75 pounds.

_____6) A bi-annual waste event may be conducted during the spring and fall of every calendar year. The Franchisee shall provide dumpsters, assistance, and waste removal for these events, at no charge. The City reserves the right to determine the dates of the event and the location.

7) If there is street construction underway, the Franchisee must contact the Director of Public Works to gain access to the street, ensuring that delayed services do not occur.

8) In the instance of fluid leaking from equipment, the Franchisee must address the leaking according to protocol with the approval of the Director of Public Works, or his designee.

3.3 - Recycling Collection and Removal

Provide each recycling collection unit with a 65 gallon tote for recyclables; and

cause all of the separately collectible recyclables, from each recycling collection unit, to be collected and removed therefrom, separately from all the other collectible household solid waste therefrom, without any limitation on the quality thereof, according to all applicable laws and the collection schedule therefore, and in the same manner hereinbefore described for the collection of household solid waste. Smaller totes (35 gallon) must be readily available for customers who live in neighborhoods with homeowner's associations, in condos, or are physically unable to manage a larger tote.

The Franchisee may provide recycling dumpsters for two locations in the City, and collect waste deposited in the same on at least a weekly basis at the request of the City. This may continue as a trial period of no less than (6) months and if successful, may continue permanently at the City's discretion. The City of Erlanger reserves the right to choose the locations and the sizes of the dumpsters.

3.4 - Cause all separately collectible recyclables that are collected by the Franchisee pursuant hereto to be disposed of through a recycling process, without being deposited in any waste site or facility.

3.5 - Cause all collectible household solid waste and all separately collectible recyclables that are collected by the Franchisee pursuant hereto, to be disposed of according to and in compliance with all applicable laws.

3.6 - Establish and maintain a procedure for receiving, recording, classifying, evaluating and responding to each, every, any and all complaints about the collection and disposal of recyclables and household solid waste pursuant hereto, and provide the City with a monthly report in regard to such complaints. The Franchisee shall designate a specific contact person assigned to insure a high level of customer service in Erlanger. The contact person's name and phone number shall be provided to the City Clerk. The contact person shall have full authority to

act on behalf of the contractor for the purpose of receiving, investigating, and resolving complaints received regarding solid waste contractor complaints. The contact person shall work closely with the City Clerk's Office to insure all customer complaints are resolved in a timely manner. The contact person shall also work to identify and implement solutions to persistent customer complaints. In the case of alleged missed scheduled collections, the Franchisee shall investigate, and, if such allegations are verified, shall arrange for the collection of the solid waste not collected within twenty-four (24) hours after receipt of complaint. In addition, route drivers shall contact the City Clerk's Office at the end of their route to ensure that there were no missed collections or concerns received that day.

3.7 - Provide the City with written monthly management reports about the collection and disposal of recyclables and household solid waste pursuant hereto, which shall include, at a minimum:

3.7.1 - The volume of household solid waste collected, land filled, and diverted from the waste stream; and

3.7.2 - Other information reasonably required to report about the collection and disposal of recyclables and household solid waste; and

3.7.3 - The number, nature, and source of all complaints received by the Franchisee about the collection and disposal of recyclables and household solid waste pursuant hereto; and the evaluation thereof and the response of the Franchisee thereto; and

3.7.4 - Documentation that all recyclables and household solid waste collected pursuant hereto, has been handled, transported, processed and disposed of according to and in compliance with all applicable laws and the provisions of this Agreement.

Section 4.0 - Fees and Changes of Franchisee

The fees and charges of the Franchisee for the collection and disposal of solid waste shall be limited as follows:

4.1 - Collection Units

_____The fees and charges of the Franchisee for the collection, removal and disposal of the collectible household solid waste and separately collectible recyclables from collection units shall be no more than those indicated in the following schedule, plus a late fee of \$20.00 for each invoice that is not paid within (90) days after the date thereof, for which the Franchisee shall cause invoices therefore to be mailed to the owner or occupant of each collection unit in months of July, October, January, and April of each year for the following four terms:

<u>Term</u>	<u>Solid Waste Collection Fee</u>	<u>Recyclable Collection Fee</u>
7-1-2021 to 6-30-2023	\$_____ per month	\$_____ per month
7-1-2023 to 6-30-2025	\$_____ per month	\$_____ per month
7-1-2025 to 6-30-2027	\$_____ per month	\$_____ per month
7-1-2027 to 6-30-2029	\$_____ per month	\$_____ per month
7-1-2029 to 6-30-2031	\$_____ per month	\$_____ per month

4.2 - City

_____The City shall have no obligation or liability to the Franchisee for any of the fees and charges thereof for the collection, removal and disposal of solid waste and

recyclables from collection units. Additionally, the collection, removal, and disposal of solid waste and recyclables from the street litter cans and other property of the City shall be without any fees or charges of the Franchisee, and the City shall have no obligation or liability to the Franchisee therefore.

Section 5.0 - Duties and Obligations of the City

_____ At all times during the initial term of this Agreement, and each and every extension thereof pursuant hereto, while the Franchisee is in compliance with all of the covenants, requirements and provisions of this Agreement, the City shall:

5.1 - Exclusive Franchise

Cause the Franchisee to have an exclusive franchise for the use of the public streets and rights-of-way of the City for the collection, removal, and disposal of household solid waste and recyclables from collection units by motor vehicles.

5.2 - Notification of Collection Units

_____ Provide the Franchisee with a monthly written notice of all collection units to be added to or removed from the collection schedule.

5.3 - Ordinance Enforcement

_____ Enforce all of the ordinances of the City in regard to the collection, removal, and disposal of solid waste and recyclables against the owners and occupants of collection units who are delinquent in the payment of invoices of the Franchisee therefore. The City acknowledges that the Franchisee based its bid on the economy of scale that all residential collection units in the City would utilize and pay for the waste collection and disposal services defined herein and the City warrants that it will enforce the exclusive franchise in favor of the Franchisee and will require all residential collection units to utilize and pay for the waste collection and disposal services contemplated in the Franchise Agreement.

Section 6.0 - Remedies for Violations

_____ Upon each repeated violation of any provision of this Agreement by the Franchisee that occurs more than ten (10) days after the City has mailed a written notice of any previous violation of such provision to the Franchisee, the City may, in addition to any and all other remedies provided to the City therefore by law, terminate this Agreement, by mailing a written notice thereof to the Franchisee at least thirty (30) continuous calendar days prior to the effective date thereof; and thereupon, the City shall procure the completion of the balance of this Agreement by someone else; and the Franchisee shall and hereby agrees to pay on behalf of the City, and to indemnify and hold the City harmless from any and all costs and expenses to the City therefore, which are over and above what the City would have paid therefore pursuant to this Agreement between the date of termination and the date of the subsequent term extension nearest to the date of termination (in no event shall such costs be assessed beyond a term extension for which the City has a right to terminate); and any reasonable attorney's fees incurred by the City in the acquisition thereof. In the event of such an occurrence however, the City shall be under a duty to mitigate its losses, damages, and costs.

Section 7.0 - Indemnification

_____ The Franchisee shall and hereby agrees to defend, pay, indemnify and hold the City and the officers, agents, and employees thereof harmless from each, every, any and all past, present, and future claims, demands, and causes of actions, both at law and in equity, for each, every, and and all past, present and future injuries, losses, costs, expenses and other damages sustained and endured by others that are in any way related to any act or omission of the Franchisee, or the officers, agents, servants or contractors thereof, in regard to the collection, removal, transportation or disposition of solid waste, or this Agreement in regard

thereto, including, without limitation, claims for subrogation, contribution or indemnification by third parties or otherwise, and all costs and expenses of the City in the investigation and defense thereof including, without limitation, court costs and reasonable attorney fees.

Section 8.0 - Time of Essence

_____ Time is of the essence of this Agreement.

Section 9.0 - Assignability

_____ This Agreement may not be assigned by either the Franchisee or the City without the written approval of the other.

Section 10.0 - Miscellaneous

_____ This Agreement:

10.1 - Applicable Law

_____ Shall be interpreted, construed, and enforced according to the laws of the Commonwealth of Kentucky.

10.2 - Entire Agreement

_____ Constitutes the complete Agreement of the City and the Franchisee; and all prior proposals, discussions, negotiations, representations, and condition are merged herein. The Specifications shall be made part of the Agreement.

10.3 - Amendment

_____ Shall not be amended, modified, or supplemented without a written agreement in regard thereto signed on behalf of both the City and the Franchisee.

10.4 - Force Majeure

_____ If Contractor believes that it is being, or will be prevented or hindered in the performance of any of the terms, covenants, or conditions of this Agreement by reasons beyond its control, including without limitation fire, flood, riot, military or usurped power,

sabotage, any action taken by any governmental authority (which without fault on the part of the Contractor prevents or hinders the performance by Contractor of its obligations hereunder), or an act of God (whether similar or dissimilar to the matters enumerated in the Section), the Contractor, by written notice to the Contract Administrator, may declare an event of Force Majeure, and to the extent and for the period that performance hereunder is prevented or hindered by such condition or event, Contractor shall be excused from performance of such term, covenant or condition. In the event of such excused non-performance, Contractor will promptly notify the Contract Administrator of the services it cannot perform, but nonetheless will use its best efforts to conform as closely as reasonably to the specifications hereunder.

Mayor, City of Erlanger

505 Commonwealth Avenue, Erlanger, Ky. 41018

(PRINTED NAME OF BIDDER)

(PRINTED MAILING ADDRESS OF BIDDER)

IN WITNESS WHEREOF, this Agreement has been signed for and on behalf of the Contractor and the City of Erlanger by and through their respective officials on the dates indicated.

CITY OF ERLANGER

BY: _____
JESSICA FETTE, Mayor

Subscribed and sworn to before me, a Notary Public, by Jessica Fette, as Mayor of the City of Erlanger, on _____, 2021.

NOTARY PUBLIC
Kentucky, State at Large
Commission Expires _____

State of _____
County of _____

(PRINTED NAME OF FRANCHISEE)

BY: _____
(Signature of Authorized Representative)

(Printed Name of Representative)

Subscribed and sworn to before me, a Notary Public, by

(Printed Name of Signatory) for _____
(Printed Name of Company)

on _____, 2021.

NOTARY PUBLIC
Commission Expires _____
State of _____
County of _____