

# **INSTRUCTIONS TO BIDDERS**

## **EXCLUSIVE FRANCHISE**

### **FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE RECYCLING COLLECTION AND DISPOSAL SERVICES IN MT. STERLING, KY**

#### **1.0 RECEIPT AND OPENING OF BIDS**

The City of Mt. Sterling invites and will receive bids on the forms attached hereto at City Hall, 33 N. Maysville Street, Mt. Sterling, Kentucky 40353 until 9:00 AM on TUESDAY, the 12<sup>TH</sup> day of OCTOBER, 2021. All bids will be publicly opened and read aloud at 9:00 AM on TUESDAY, the 12<sup>TH</sup> day of OCTOBER, 2021 at City Hall. The City Clerk, or a designated representative, shall record the bids. The City of Mt. Sterling will then evaluate the bids and supporting information, and interview bidders as appropriate and select the best bid within ten (10) days of the bid opening. Bids must be sealed and plainly marked "Proposal for Exclusive Franchise for Residential and Commercial Solid Waste/Recycling Collection and Disposal". The City of Mt. Sterling reserves the right to reject any, or all, bids.

#### **2.0 SCOPE OF WORK**

The work to be performed under this Contract shall consist of all items contained in CONTRACTOR'S BID including the provision of all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as set forth in the CONTRACT SPECIFICATIONS attached hereto.

#### **3.0 TERM OF CONTRACT**

The term of this Contract for Exclusive Franchise will be for a thirty-six (36) month period beginning on January 1, 2022 and ending on December 31, 2024.

The parties agree that by their mutual consent, each expressed in writing and received at least ninety (90) days before the termination of the current term, that this Contract may be

extended for an additional period of two (2) years on the same terms and conditions as set forth in this contract unless otherwise negotiated to the satisfactions of the City of Mt. Sterling and the Contractor.

#### 4.0 PREPARATION AND SUBMISSION OF BIDS

All bids must be prepared and signed by the bidders on the forms attached hereto. If submitted by a corporation, the bid must be signed and sealed by an officer of the corporation, or by other persons authorized by a resolution of the Board of Directors. Bids that are not signed by individuals or corporations making them shall have attached hereto a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

All bids and supporting data and information must be completed in full in ink or typewritten. Proposed rate schedules must be in both words and figures. In the event of discrepancy or error, the unit prices and quantities as written out in words shall govern.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his or her address, and plainly marked "Proposal for Exclusive Franchise for Residential and Commercial Solid Waste/Recycling Collection and Disposal". If forwarding by mail, the sealed envelope containing the bid must be enclosed in another envelope and addressed as specified in the bid. The City reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, to waive any irregularities, and to reject any and all bids. Conditional bids will not be accepted.

#### 5.0 CONTRACTOR TO MAKE EXAMINATIONS

Bidders shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment, and material needed thereon. The bidder shall make his or

her own determinations as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he or she may encounter or create, without extra cost to the City. The bidder agrees that if he or she should execute the contract he shall make no claim against the City because of estimates or statements made by any officer or agent of the City that may prove to be in any respect erroneous. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document shall in no way relieve him or her of any obligations with respect to his or her bid or to the Contract. The mayor shall make all such documents equally available to the bidders.

#### 6.0 BID BOND

Each bid must be accompanied by a certified check, cashier's check, or Bid Bond in the amount of five thousand dollars (\$5,000.00), payable to the City of Mt. Sterling, as guarantee that if the Bid is accepted, the bidder will execute the Contract within thirty (30) days of its award. The failure or refusal of the successful bidder to enter into the Contract within said time frame will result in the forfeiture of the Bid Bond (or check) to the City as liquidated damages.

Forfeiture of the security shall be the sole remedy of the City. Award of the Contract may then be made to the next best-qualified bidder or re-advertised for proposals as the City may elect.

The Bid Bond of the lowest three (3) bidders will be held until the Contract is executed. If no bid has been selected within thirty (30) days of the opening of the bids, securities will be returned upon demand of any bidder at any time thereafter, provided

that he has not been notified of the acceptance of his or her bid. A certificate of insurance evidencing the coverage set forth in the Contract Specification must also accompany each bid. In lieu of the certificate, the bidder may submit evidence satisfactory to the City that, in the event that award of the Contract is made to him or her, the required coverage would be in place before execution of the Contract.

#### 7.0 PERFORMANCE BOND

The selected bidder will have no more than thirty (30) days after notification of acceptance of the bid to deliver to the City a Performance Bond as surety for the faithful performance of this contract and the due payment of all lawful claims for all labor, material, and equipment used in the work. Said performance bond must be in an amount equal to the total estimated annual receipts of the franchise as bid and is to be executed by a surety institution authorized to do business-in the State of Kentucky. The Contractor shall pay the premiums for the bonds described above. A certificate from the surety showing the bond premiums are paid in full shall accompany the bonds.

#### 8.0 QUALIFICATIONS AND COMPETENCY OF BIDDERS

Each bidder is required to submit with the bid certified supporting data regarding the qualifications and suitability for the work to be performed, including the following information, sworn to by him or her under oath:

- 8.1 A narrative description of equipment and procedures to be used to service both low-density areas and higher density areas economically, and a narrative description of how the Contractor will handle holidays and incapacitating weather days and missed collections.
- 8.2 A copy of the latest available financial statement prepared by an outside certified accounting firm for the bidder, or its parent corporation.

- 8.3 Where the bidder is a corporation, evidence that the bidder is in good standing under the laws of the Commonwealth of Kentucky. In the case of corporations organized under the laws of any other state, evidence that the bidder is licensed to do business and is in good standing under the laws of the Commonwealth of Kentucky.
- 8.4 Evidence, in form and substance satisfactory to the City, that the bidder or its affiliated companies has sufficient labor, material, and equipment to perform the work or has access to such, and has sufficient related experience to fulfill the contract as proposed.
- 8.5 For disposal of refuse and recyclable materials, copies of supporting documents and information to verify that a disposal site is available to the Contractor for the duration of the contract period, and that a secondary site is available for a five (5) year period, and that Mt. Sterling waste/recycling can be taken to those facilities.

9 ADDENDA AND EXPLANATION

Explanations desired by a prospective bidder shall be requested by the City in writing, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request for such explanation and any form of information regarding the Contract shall be addressed in writing to Mayor Al Botts. Any verbal statements regarding same by any persons, previous to the award, shall be unauthoritative and not binding. Bidders must acknowledge receipt of each addendum on the Contractor's Bid form.