

**NOTICE OF REQUEST FOR BIDS FOR AN EXCLUSIVE FRANCHISE FOR THE
COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE**

The franchise created by the City Council of the City of Shepherdsville shall be for a period of FOUR (4) YEARS from and after the date the same shall become effective and **is exclusive**.

The bids shall be submitted by **sealed bids** and shall be accepted by City Clerk at City Hall, 634 Conestoga Parkway on or before the 14th day of August 2017 no later than 5:00 P.M. prevailing time and the bids shall be opened and submitted to the City Council for consideration and vote to grant the franchise to the highest and best bidder, in an open meeting of the City Council on the 14th day of August 2017 at 6:30 P.M. or as soon thereafter in the regular course of business the City Council may come to such item on its agenda.

**THE RIGHT OF THE CITY COUNCIL OF THE CITY OF SHEPHERDSVILLE TO REJECT ANY AND ALL BIDS BE
AND IS HEREBY RESERVED.**

The Bids shall include the following:

1. The rate to be charged during the term of the franchise for residential pick-up once a week.
2. The rate to be charged during the term of the franchise for commercial site pick-up on a once a week through and including a five times a week basis.
 - A. The commercial site rate shall also be based upon size of container at the commercial site.
 - B. The commercial site rate may also contain surcharges based upon actual or anticipated content to be disposed.
 - C. As used herein "commercial site" means such location where Bulk containers are located. A "commercial site" may include multiple residences i.e., apartment houses, four-plex, etc., but not a duplex (which may be considered one or two residence) and multiple businesses and commercial enterprises sharing a single location or cooperatively sharing the cost of a Bulk container, provided that in any instance of multiple users of a container or containers, only one entity shall be responsible and be obligated to pay the fee therefore. Thus, the Franchisee shall not be obligated to "breakdown" the billing for multiple commercial site users. Rather, it shall be the responsibility of the individual or entity signing up for a "commercial site" to pay for same and seek reimbursement from other users.
 - D. "Commercial site" shall not allow the operation within the City of a mini-sanitation company by the signor of the commercial site location agreement. In other words, such signor shall not charge others to use the bulk container unless such others have a common geographic location with the signor.
3. The charge for containers, both for residential and commercial purposes.
4. Whether or not prescribed containers for residential will be required, it being assumed prescribed containers will be required for commercial purposes.
5. If offered, what charge, if any, will be for recyclable materials, containers for same and the frequency of pickup. This service is not mandatory.
6. How payment is to be made, i.e. monthly, bi-monthly, quarterly, semi-annually, and annually and any discounts for other than monthly payment.
7. For residents certifying that they are absent from the City for consecutive days of not less than One Hundred Eighty (180), what the prepaid annual rate shall be.
8. The amount bid for the franchisee to collect the rates from the residential and commercial customers (Franchise of not less than \$500.00 **per year**).

9. The bid shall acknowledge that:
 - A. If a resident has a commercial site, the resident upon application and proof to the Franchisee, may waive pickup at the residence and no residential fee shall be imposed.
 - B. If a caretaker of a homebound disabled person provides proof of the disability and that the caretaker will remove all refuse from the site no residential fee shall be imposed.
10. If the Franchisee has collected prepaid accounts, which are based upon a rate of less than the rates bid in response to this franchise, no additional charge shall be made until the prepayment time has expired.
11. If the Franchisee has collected prepaid accounts which are based upon a rate of more than the rates bid in response to this franchise, it shall refund the difference to such who have prepaid the higher rate.
12. The exclusive franchise to be granted herein shall not be assignable.
13. The Franchisee shall post a performance bond annually with sufficient surety in the amount of One Hundred Thousand Dollars (\$100,000.00) to guarantee its performance of the franchise granted.
14. A schedule for collection by areas, times and days shall be submitted and once accepted not changed without agreement of the City which shall not be unreasonably withheld.
15. Provisions shall be set forth in writing regarding procedure for missed collections, including toll free telephone number and response times. Provided, however, failure on the part of the customer, whether residential or commercial to timely have the container or containers at the pickup location, i.e. curb or driveway entrance adjacent to public road or specified commercial location shall not constitute a "missed collection".
16. The bidder to whom said franchise or privilege shall be awarded shall within TEN (10) days after the acceptance of its bid by the City Council of the City of Shepherdsville pay the amount of said bid to the Treasurer of Shepherdsville, post the performance bond and shall thereupon begin operating as the exclusive Franchisee within the City limits, except as provided for herein. If the successful bidder fails to pay the bid or post the bond within ten (10) days the City may award the franchise to the next best bidder or re-bid the franchise. The successful bidder who failed to comply with these provisions shall be prohibited from any re-bid.
17. In case the successful bidder for said franchise shall fail within THIRTY (30) days after its bid shall have been accepted to comply with the provisions of this franchise, its bond shall be forfeited and the City Clerk shall again advertise said franchise for sale in the manner in which the first sale was made, and shall again sell said franchise in the manner and upon the same conditions and requirements as the original sale of said franchise was made, except that no sale shall be made to the bidder who had failed to perform the terms of said first sale.
18. The Franchisee agrees to charge such rate or rates set forth in its bid or as may from time to time be fixed by the City Council of the City of Shepherdsville, Kentucky or any successor regulatory body.
19. The Franchisee shall assume the cost of publication of this Ordinance as such publication is required by law and such is payable upon the Franchisee's filing of acceptance of this Franchise.
20. The Franchisee shall provide proof of liability insurance of not less than Two Million Dollars (\$2,000,000.00) and certificate of workers' compensation insurance coverage.
21. The Franchisee shall state what type and the number of equipment that will be used on a regular basis and what type and number of back up equipment will be used.
22. The Franchisee shall guarantee that its services will be provided in a neat and professional manner, that it will abide by schedules and provide prompt and considerate responses to missed pickups. Missed pickups must be corrected within the following twenty-four (24) hours. Franchisee shall have sufficient equipment to have garbage service restricted to one day per week.

23. The Franchisee shall provide in its bid any of its requirements on containers, such as size, type or quantity. If there is a limit on quantity, the Company shall provide in its bid the maximum number of containers permitted.
24. If the Franchisee fails to conform to any of the requirements herein, and upon written notice (whether by U.S. Mail, Email, courier, hand or FAX delivery) fail to correct such failure within TEN (10) days the City may declare the bond forfeit and the Franchise canceled. Provided, however, if there be a dispute as to whether or not there is a breach or a failure to correct, either party may demand binding arbitration through a State or Federal Government approved Arbitration Entity, using an agreed arbitrator or having the Arbitration Entity submit ten (10) names and each side striking up to four (4) names and the Entity assigning the arbitrator from the non-stricken names. Upon the acceptance of the Franchise, the City will confer with the Franchisee upon the selection of the Arbitration Entity and, if possible, agree. If the City and the Franchisee cannot agree the City will name an approved entity.

The undersigned certifies that this has been mailed to major companies that is listed in the garbage business and posted in a conspicuous location with the City of Shepherdsville for not less than TEN (10) days and all prior to the date and time for submitting bids.

ATTEST:

/s/ Tammy Richmond
City Clerk, City of Shepherdsville