

# **REQUEST FOR PROPOSALS**

## **RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION**

**Issue Date:  
March 14, 2025**

**City of Southgate  
122 Electric Ave.  
Southgate, KY  
41071**

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**I. ADVERTISEMENT**

**Solid Waste and Recycling Collection and Disposal**

The City of Southgate, Kentucky, invites proposals from qualified, competent, knowledgeable, and experienced providers of the goods and services outlined in this Request for Proposals (“RFP” or “Request”) in compliance with all applicable laws, regulations, policies, and procedures. Companies submitting responses must be prepared to enter into an agreement (“Agreement”) for the provision of requested services and goods as set forth in this RFP. The City of Southgate, Kentucky, is issuing this RFP for a Company to provide solid waste and recycling collection services .

**Issue Date:** March 14, 2025

**RFP Title:** Solid Waste & Recycling Collection

**Issuing City:** City of Southgate, Kentucky

**Contact:** Bandi Barton, City Clerk  
City of Southgate  
122 Electric Ave.  
Southgate, KY 41071  
859-441-0075  
bbarton@southgateky.org

Proposals must be submitted in a sealed envelope plainly marked on the outside **"SEALED PROPOSAL FOR SOLID WASTE & RECYCLING COLLECTION - DO NOT OPEN WITH REGULAR MAIL."** Proposals will be time-stamped upon arrival.

SEALED PROPOSALS MUST BE MAILED OR PHYSICALLY DELIVERED TO:

City of Southgate -City Clerk’s Office  
122 Electric Ave.  
Southgate, KY 41071

**RESPONSES MUST BE SUBMITTED BY: 10:00 a.m., April 14, 2025;**  
submissions received after this date and time will be considered non-responsive.

**REVIEW:** Pursuant to KRS 424.260, the evaluation of proposals shall be conducted using the General Bidding Statute through the sealed bidding process. Any final award shall be based upon the criteria set forth below and include a preference for residential bidders outlined in KRS 45A.494, where required. The City is not required under KRS 424.260 to accept either the lowest or best bid. Acceptance of a bid is in full discretion of the City of Southgate, Kentucky. The City Council reserves the right to reject any and all proposals.

**II. TIMELINE OF EVENTS**

PROPOSAL SCHEDULE	DATE
Issuance of RFP	March 14, 2025.
Deadline for Vendor Questions or Clarification.	April 7, 2025; Answers to be posted to the City’s website by April 9, 2025, <a href="http://www.southgateky.org">www.southgateky.org</a>
Deadline for Submission	10:00a.m., April 14, 2025.
Anticipated Award Date	July 1, 2025

**III. SCOPE OF WORK**

**1. Description of Request**

The City of Southgate, Kentucky (“City”) is accepting proposals from qualified solid-waste and recycling contractors (“Contractor/s”) for the purpose of granting a **contract** to provide exclusive solid-waste and recycling services for the collection, transportation, and disposal of **residential solid waste and recycling** (“solid-waste collection services”) generated in the City in accordance with the terms and specifications contained herein.

The successful Contractor shall provide all labor, equipment, materials, tools, supplies, and personnel necessary to comply with the terms of the contract. Only closed trucks, in good working order, and maintained in clean and sanitary conditions shall be used within the City. The Contractor shall be responsible for knowledge of, and compliance with, all local, state and federal laws, rules, regulations, and ordinances relating to the services, particularly those pertaining to the collection, transportation, and final disposition of solid waste and recyclables.

The City welcomes proposals from Contractors, which may include multiple proposed options from a single vendor.

**2. General Information**

The City of Southgate maintains an average population of about 3,680 residents, The City spans approximately 1.5 miles between Newport (North) and Ft. Thomas (East and South) and Wilder (West) in northern Campbell County, Kentucky.

The City of Southgate was founded in 1907. Because of the historic nature of the City, many City streets and alleys are narrow and the Contractor must have

appropriately sized trucks and equipment to provide solid-waste collection services on these streets and alleys.

The City's commercial customers maintain their solid waste disposal and recycling services separate from the City of Southgate residential contract.

Contractor is expected to **provide curbside solid-waste collection and recycling services one time per week** on all city streets and some city alleys, many of which are significantly narrower than city streets, **to all single-family and multi-family residential properties (with less than 10 units)**. Contractor may provide other solid-waste collection services through contracts between Contractor and businesses in Southgate separately.

### **3. Term of Contract; Starting Date**

The term of the contract shall be for five (5) consecutive years, with the option for a second contract period of five (5) consecutive years, to be exercised at the City's sole discretion, for a contract period not to exceed ten (10) years. The City's current solid-waste removal terminates on June 30, 2025.

### **4. Customer Service**

The City is committed to providing the highest-level services to its residents. Any Contractor providing solid-waste and recycling services within and on behalf of the City shall likewise consider customer service to be a top priority.

- a) The Contractor must provide a plan of action to ensure the delivery of excellent customer service to residents in the City. Contractor shall designate a specific company representative for the City to ensure that highest level of customer service is provided to the City. The contact person's name, title, contact information, and background shall be fully detailed in Contractor's response. This company representative shall have full authority to act on behalf of the Contractor for the purpose of receiving, investigating, and resolving complaints regarding solid-waste and recycling services in the City. If an identified customer service representative leaves his or her position with the Contractor, the Contractor shall provide the name of a new customer service representative to the City within 24 hours the new customer service representative being retained/hired. The company representative shall work closely with City staff members to ensure that all customer complaints are resolved in a timely matter. In addition, the company's representative shall work to identify and implement solutions to persistent customer or City complaints.
- b) The Contractor shall maintain a sufficient amount of knowledgeable, customer support staff who can timely answer service-related questions and accurately advise customers of City-specific guidelines and procedures in a timely manner, including but not limited to missed pick-ups

and delayed service delivery. Contractor shall have a plan in place if weather conditions or other circumstances cause missed pickups of no more than two (2) in a row, including but not limited to the placement of temporary dumpsters for the use of residents of the city.

- c) The Contractor must describe its ability to administer all of the following services and reporting capabilities: accurate billing to the City and other customers; electronic issuance of notices and communications; accurate reporting capabilities related to staff level, service routes, and collection times; noncompliance service issues; toter/cart/bin assignments and inventory; reconciliation reports; tonnage; and landfill diversion reports, if any. The Contractor also should detail whether or not the City will have access to an online user portal, including any user fees therefor. If so, the Contractor should detail the capabilities of the user portal, i.e. online payments, historical customer billing, reporting missed pick-ups, accessible reporting, etc.
- d) The Contractor must detail its action plan for the management of “missed” scheduled collections..
- e) The Contractor must designate one or more “Operations Manager(s)” to effectively manage the daily delivery of services in each City prior to one week of operating within the City. The Operations Manager shall act as the City’s single point of contact for operational matters.
- f) The Contractor must designate a marketing and communications professional with suitable qualifications who shall have the responsibility of providing the Cities with marketing and communications support prior to one week of operating within the City. This includes, but is not limited to, assisting in the creation of marketing materials; the coordination of a marketing strategy; various aspects of community engagement; and attendance at City-related events, when necessary.

## **5. Statement of Qualifications**

The Contractor shall describe its experience and qualifications, including supporting data, related to its ability to successfully undertake the responsibilities described in this Request. This information shall include but not be limited to:

- a) Financial capacity to perform all phases of the work contained herein.
- b) Evidence that Contractor is in good standing in the Commonwealth of Kentucky and the Cities of Dayton and Bellevue. If the Contractor is a corporation, organized under the laws of any other State, evidence the Contractor is licensed to do business in Kentucky, or a sworn statement that Contractor will take all necessary action to become so licensed if its proposal is accepted.

- c) A concise company biography that supports that Contractor has the operating experience necessary to perform the services requested herein.
- d) The Contractor must demonstrate sufficient availability of all personnel and equipment needed to fulfill the duties and responsibilities under an Agreement beginning on its start date. Standby equipment must be available and ready to operate in case of breakdown or accidents involving regular equipment.
- e) Documentation that all potential waste will be collected, handled, transported, and disposed of according to federal, state, and local laws, rules, regulations, and ordinances. Contractors must identify what landfill will be used and the status of space availability and any pending permits for that landfill.
- f) A list of all municipal accounts in the Greater Cincinnati/Northern Kentucky area for which Contractor provides waste and/or recycling collection services and references at these municipalities. At a minimum, reference information shall contain a contact person, address, and phone number for these municipal accounts. Through the submission of a response, each Contractor provides its express permission for the City to contact these references to determine quality and manner of previous work.
- g) Evidence the Contractor has not defaulted on any waste removal or service contract within the past three (3) years.

6. **Primary Services and Alternative Services for Collection, Transportation, and Disposal of Residential and Commercial Solid Waste and Recycling.**

The City seeks to award a contract for the removal of all solid waste and recycling materials (collectively, “waste and recycling removal”) generated from the following types of properties within the jurisdictional limits of the Cities: (i) residential *curbside* solid-waste removal and recycling removal (please break down the cost of each of these services separately); (ii) solid waste removal from the City’s outdoor public trash cans located in city parks and City owned properties ; and (iii) special-events waste removal (collectively “Primary Services”). **The contract shall not include (i) temporary roll-off containers or dumpsters placed within the City for construction, remodeling, or other projects in the City, (ii) commercial waste and recycling removal from large containers or dumpsters; or (iii) industrial waste and recycling removal from large containers or dumpsters. Large container/dumpster waste and recycling collection at large multi-family buildings and businesses are not a part of the contract with the City, but Contractor may contract with property owners who use these types of containers through private negotiations with the end users.**

“Alternative Services” are services provided by Contractor in addition the Primary

Services the City is interested in receiving from the Contractor, and if acceptable to the City, would be an “add-on” to the costs of the Primary Services. The Alternative Services are (i) supplying and maintaining individual solid-waste and recycling totes/carts to all residential curbside customers in the City; and (ii) a recycling program offered directly to City residents on a separate contractual basis with those residents (and not through a primary contract with the City itself.) The Contractor must provide the cost for providing each of the three Alternative Services referenced above, along with the Primary Services, on the Quotation Sheet, which is attached hereto as Attachment “B”.

## **PRIMARY SERVICES**

Primary Services are residential curbside, City outdoor public trash cans and trash and recycling for the City owned properties, and special events solid-waste and recycling collection and removal services.

Contractors shall be prepared and equipped to provide solid-waste and recycling services in accordance with the terms and conditions below.

### **a) General Requirements**

- (i) No collections of residential curbside and/or commercial curbside solid-waste and/or recycling collection and removal services shall be made before 7 a.m. or after 5 p.m. An exception maybe made with request from the Contractor due to extreme weather conditions. These collections shall occur Monday through Friday, with Saturday being reserved for Friday make-up collections. No collections shall occur on Sunday. If possible, the City would like for the Contractor to continue the collection schedule currently in place under the current waste removal contract. **Current collection days are Tuesdays.**
- (ii) The successful Contractor must make drivers providing solid-waste and recycling collection services in the City aware of school zones and schedules and arrange pickup routes that do not conflict with these schedules and must comply with all state and local traffic regulations, including, not limited to, yielding to pedestrians in crosswalks.
- (iii) No collections shall be made on Christmas Day or New Year’s Day. Solid-waste collection services shall occur as scheduled on all other federal holidays. In years when Christmas Day and New Year’s Day falls on a regular collection day, the remaining collection day(s) shall be delayed by one (1) day. The Contractor shall make accommodations to ensure no reduction in service occurs during any holiday week.
- (iv) Residential units -- both single-family and multi-residential buildings

with 10 or fewer units –that do not utilize dumpsters shall be entitled to receive curbside waste and recycling collection (“curbside service”) on a once-a-week basis. Curbside service shall be defined as removing solid waste and/or recycling materials from an area adjacent to the back of a curb or edge of roadway or alley. Proper placement of carts in this area shall be the responsibility of the customer.

- (v) The Contractor shall not make any changes in established schedules, routes, rates, or collection programs unless first approved by the City and the Contractor shall immediately notify these customers/users of these changes.
- (vi) Residents will be instructed to place their solid waste and recycling cart at the curb by 6 a.m. on the day of collection.
- (vii) As new residential and commercial units are constructed within the City limits, the Contractor shall accommodate additional solid waste- and recycling services as these services are needed at these units.
- (viii) In the event that a City street is inaccessible on the day of collection, and the driver is unable to collect the solid waste, the Contractor must notify the appropriate City Representative to gain access to that street. Contact must be made on the same day the inaccessibility issue arises to ensure same-day collection.
- (ix) If one of the Contractor’s vehicles leaks fluids on a City street, the Contractor must notify the City Representative of this issue and then the Contractor shall immediately proceed with its procedure to clean the street. This street-cleaning process must be approved by the City Representative in advance. If Contractor experiences equipment failures or issues (i.e. truck or equipment breakdown, collision with another vehicle, etc.) while facilitating a service collection, Contractor shall be responsible for maintaining back-up vehicles and appropriate procedures to resolve this issue and maintain the daily collection schedule. In addition, if equipment causes damage private or public property, including City property, Contractor shall be responsible for appropriately resolving those issues, including, but not limited to, payment of damages for property damage or personal injuries in a timely fashion.
- (x) Contractor’s employees must remove all solid waste and/or recycling materials, as outlined in this RFP, which is properly set out by City residents and these employees must remove and dispose of any trash or litter spilled by employees on streets, sidewalks, or other areas during the removal of these materials.

- (xi) The Contractor shall ensure that the driver of each garbage truck utilizes adequate safety procedures during the operation of his or her route, including maintaining the safe and continuous flow of traffic when operating on any public thoroughfare. All drivers must be professionally dressed and wear approved safety vests and equipment.
- (xii) Employees of Contractor shall cleanup any materials on City streets and sidewalks spilled or dropped during the removal of solid waste or recycling materials from the curb area to the truck.
- (xiii) If applicable, the Contractor shall be responsible for collection and transportation of all recyclable materials to a processing site and must have established buyers and markets for the recyclables. The Contractor must include a description of its currently established recycling program and proof of guaranteed markets. The Contractor must include a list of companies to whom they sell recycled materials. Recyclable materials taken as part of a recycling program may not be deposited in a landfill. However, recyclables contaminated beyond having value may be properly disposed of after processing through the Contractor's recycling facility.
- (xiv) The Contractor should describe and publicize any available recycling rebate programs for the City and customers.
- (xv) The Contractor should describe its ability to coordinate with City Representatives to resolve waste-related issues throughout the City (e.g., servicing complaints, special collection of contaminated recycling carts, routine pickup of abandoned toters/carts, etc.).
- (xvi) Any exceptions or deviations from the specifications and requirements set forth herein shall be expressly disclosed within Contractor's proposal. In addition, any classification of waste or recyclables (i.e., excluded or hazardous waste or recyclables) that Contractor will not service or accept shall be expressly disclosed within Contractor's proposal. Further, Contractor should provide a plan for identifying and managing excluded/hazardous waste.
- (xvii) Contract must identify the number, size, type, and age of the trucks and equipment that will be used to provide solid-waste collection services on these streets and alleys in the City. As mentioned in Paragraph 2 above, many of the streets and alleys in the older portions of the Cities are narrow and the truck and equipment used in these Cities must be able to negotiate these streets and alleys. Please identify these trucks and equipment in Attachment C.

**b) Residential Curbside Solid Waste and Recycling Specifications**

- (i) Currently, approximately a combined **963 single-family and multi-family residential units** in the City utilize curbside solid-waste and recycling collection services. (*The City makes no representation as to the reliability of the stated number of residential and commercial structures in the cities and the Contractor should make any such additional investigations as they consider necessary to determine actual numbers*). The amount of active residential and commercial units in the City may increase or decrease on a daily basis.
- (ii) The Contractor is expected to accommodate residential collection of two (2) bulk items (per unit) per week without prior notice or additional cost in accordance with all applicable City ordinances and regulations. Bulk items would be: furniture, appliances, yard waste.

**c) Special Event/ Special Circumstance Solid Waste & Recycling Collection**

- (i) Contractor shall incorporate into its proposal two (2) City clean up events with 1 roll off dumpster use for one week each. calendar year on dates selected by city. During these two semi-annual events in each City, Contractor will supply to (1) 32-yard dumpster at location selected by city. Contractor will remove these dumpsters at the conclusion of these events.
- (ii) Contractor shall submit a plan detailing its ability to provide sufficient support for the coordination and pick up needs at (2) City-approved special events, including the provision of temporary (cardboard) waste containers to be used at other special events.
- (iii) Contractor shall detail its process for providing pre-arranged special pickups for residential customers who have bulk items exceeding the quantity allowed in once-a-week pick-up.
- (iv) Contractor shall detail its process for providing “special needs” and “carry-out” service for our elderly or disabled residential customers, upon request.
- (v) Contractor should describe its available options for the annual collection and disposal of live Christmas trees.
- (vi) Contractor should describe its ability to provide “auxiliary services” for the collection of unusual or high-volume waste resulting from wind, water, or other acts of God/Mother Nature, as needed and upon request, including but not limited to when the provision of these

services is disrupted by snow or ice accumulation

- (vii) Contractor should describe its ability to accommodate the removal of all waste and recycling placed outside of residential carts in the first scheduled trash collection week after Christmas.
- (viii) Contractor should describe its ability (and associated costs) to provide trash and debris collection during community clean-up events other than those discussed above in Section (i) of the paragraph, upon request.
- (ix) Contractor shall provide and regularly service an **8 yard dumpster at the Public Works garage and a 6 yard dumpster at the Community Center**. When the dumpster is full and needs to be replaced or emptied, the City will contact the Contractor and the Contractor will provide this service to the city with 24 hours after it is first contacted by the City.
- (x) Contractor shall provide waste and recycling carts and collection at City owned buildings and parks.

#### **d) Bulk Materials**

As part of the contract for solid-waste collection and removal with the City, the Contractor shall collect items that are too large to fit into garbage containers or totes/carts, e.g. discarded household items, furniture, etc. The cost for the collection of these bulk materials shall be figured into the total cost of the solid-waste collection and removal. Included in the collection of bulk materials is the collection of household construction and yard debris either placed in stacks **weighing less than seventy-five (75) pounds and four (4) feet in length or placed in containers weighing less than seventy-five (75) pounds**. The Contractor shall not require residents to use string, twine, or any other means to bundle a stack of refuse or yard waste for collection or shall alternatively accept yard waste in garbage containers or authorized totes/carts, if applicable.

#### **e) Fleet and Equipment**

- (i) The Contractor shall provide a description of its available equipment and vehicles, including any global positioning devices and communications process between the Contractor's operations staff and City staff.
- (ii) The Contractor shall detail within its response all preventative maintenance procedures and/or programs that are maintained for

the service of its fleet and equipment.

- (iii) The Contractor shall describe, in detail, its ability to service the unique nature of City streets and alley layouts and their sizes throughout the Cities.
- (iv) The Contractor shall describe, in detail, its strategic plan for upgrading any/all service fleet and equipment, including any technological enhancements and environmental initiatives (i.e. lowering its emission rating).

**f) Reporting**

- (i) The Contractor shall describe its ability to provide monthly management reports to the City that must include, in addition to other elements, the tonnage of solid waste and recycling collected, the number of recycling customers, number of open work orders, and number of stolen carts, if applicable.
- (ii) The Contractor shall describe its ability to provide a monthly report regarding the number and nature of operational complaints received by the Contractor from any City customer. The report shall also include what action was taken to resolve each customer complaint.

**g) Marketing and Community Engagement and Customer Service**

- (i) The Contractor must designate a marketing and communications professional with suitable qualifications that will have the responsibility of providing City Representatives with marketing and communications support. The Contractor shall describe in detail its ability to plan and execute marketing and community engagement. In addition, the Contractor must have Customer Service representatives who respond to customer inquiries, including calls from residents whose trash is missed or skipped by the Contractor. Contractor Customer Service representatives must present in its RFP the process it will use to respond to customer complaints and missed pick-ups.
- (ii) The Contractor shall provide the City Representatives with a working budget to allow for the costs of services related to marketing and communications and customer service; this annual budget shall be disclosed within Contractor's submitted response. Costs related to the annual marketing and communications budget may include, but are not limited to, printing materials, purchasing educational or marketing tools, and the labor associated with developing a comprehensive marketing and communications plan/program.
- (iii) The Contractor shall describe, in detail, its ability to provide

community education, support, and engagement and be available to attend public functions (i.e. city council and community meetings), upon request.

### **ALTERNATIVE (OPTIONAL) SERVICES**

A. Alternative (Optional) Services. The Contractor shall bid on the following Services, which are to be quoted separately from the Primary Services:

- a. Supplying and maintaining standardized residential waste and recycling toter/carts for all City residential properties and certain commercial businesses and mixed-use buildings that receive curbside service; and
- b. A recycling program in which the Contractor provides recycling services to City residents and business receiving curbside service through a separate contractual relationship between the Contractor and residents and businesses (and not through the solid-waste and recycling contract with the City itself).

#### **h) Curbside Toter/Cart Solid-Waste and Recycling Removal Service**

- (i) Toter/Cart Recipients and Service. If the City agrees to participate in a toter/cart program with the Contractor for both solid-waste and recycling removal service as an Alternative Service, then **Contractor shall agree to provide, at a minimum, once per week waste removal/recycling service through the exclusive use of Contractor-supplied and -approved toter/carts. The Contractor shall provide every residential dwelling unit with at least one (1) toter/cart for solid-waste removal and one (1) toter/cart for recycling removal.** Residents and businesses may purchase or lease additional toter/carts for these purposes from the Contractor through a separate contractual relationship between the Contractor and these residents.
- (ii) Cost. The Contractor will provide a price in the quotation sheet in Attachment B as part of this RFP to implement and service a toter/cart program in which the Contractor provides both solid-waste and recycling removal service to residents and businesses receiving curbside service. This cost of this program must be quoted separately from Primary Services. Contractor needs to break down the toter/carts costs for both (i) solid-waste removal and (ii) recycling removal under this program in the quotation sheet so the City can evaluate the individual cost of both programs. The City reserves the right to select either, both, or none of the quotations for providing toter/cart service in the City. If the City decides to implement this program for one or both of these services, the Contractor must send an invoice to the Cities outlining the costs of the toter/cart service selected by the City and these costs will be included in all invoices the Contractor sends to the Cities for solid-waste and recycling collection and removal services.
- (iii) Purchase, Distribution, and Maintenance. The Contractor shall be responsible for the purchasing, distribution, and maintenance of all

toters/carts it supplies and any and all equipment or services related thereto, which all shall be included in the total price outlined in Attachment B.

- (iv) Toter/Cart Capacities and Specifications. Toters/carts should be designed with a tight-fitting lid, wheels, and with capacities of 35 gallons, 65 gallons, and 95 gallons (or fairly similar sizes). City residents/businesses should be able to select the tote/cart size they think best fits their solid-waste or recycling output, but the City may unilaterally elect to change that selection based on the failure of the selected size to handle the solid waste or recycling materials generated at the property.
- (v) Toter/Cart Supply. Contractor shall purchase and maintain a reasonable supply of solid-waste/recycling toters/carts to cover replacements for lost, damaged, and stolen toters/carts -- and initial toters/carts for new buildings constructed in the Cities. The manufacturer's name, location, and the model number of the containers used in this RFP shall be included in this proposal as well as a copy of any product sheet(s) for these products. The City reserves the right to approve the type of toters/carts proposed by the Contractor under this RFP.
- (vi) Toter/Cart Price Changes. The enclosed price quotation sheet should reflect any year-to-year price changes, if any, for toter/carts provided by Contractor for both solid-waste and recycling services. In no case shall any annual adjustment exceed four (4) percent per year from the original contract date, and any price change for this service shall be provided to the City by Contractor on or before July 1 of the year prior to when the price change will occur. The City reserves the right to request such other information from the Contractor as may be necessary to evaluate any proposed rate increase or decrease of toter/carts costs.
- (vii) Toter/Cart Inventory/Management. The Contractor shall describe, in detail, its ability to manage the delivery, storage, and inventory of City-owned residential trash and recycling toters/carts. This includes the ability to distribute toters/carts to new and existing customers, their storage, repair and replacement of toters/carts, and Contractor's ability to conduct routine cart audits.
- (viii) Branded Toters/Carts. Contractor also shall provide any additional cost to brand toters/carts with the City's names and/or their logos/insignia.

#### **i) Collection of Recyclable Waste Materials via Separate User Contract**

The City also would like Contractor to provide a quotation for providing recycling toter/carts to residents and businesses receiving curbside solid-waste collection services as contractual service directly from the Contractor to these residents and businesses (and not through the solid waste and recycling contract with the City itself).

Under the proposed program, each customer would receive one (1) toter/cart with a capacity of either 35 gallons, 65 gallons, and 95 gallons

recycling bin from the Contractor, which the Customer would fill and place at the curbside for collection. Residents would have the right to purchase or lease additional recycling totes from Contractor. Please provide individual prices for all of the containers referenced above in the quotation sheet attached as Attachment B.

#### IV. PROPOSAL FORMAT

Proposals shall consist of one (1) signed original and one (1) physical copy of the original, submitted in a sealed envelope plainly marked "**SEALED PROPOSAL FOR SOLID WASTE AND RECYCLING COLLECTION - DO NOT OPEN WITH REGULAR MAIL.**" The City also requires that Contractors include a digital copy of their Proposal documents, submitted via a USB drive, to be submitted simultaneously with their physical submission.

Proposals shall consist of the following:

1. **Company Overview.** This section should detail relevant company information, including ownership, years of service, company size, and location. This section should also identify an authorized company representative who has authority to negotiate with the City on behalf of the company. Company representative information should include all relevant contract information (i.e. name, title, phone number, email address).
2. **A Table of Contents.** Indicating the page where each section begins.
3. **Qualifications & References.** This section should clearly identify Contractor's qualifications to successfully perform the requested Scope of Work, including any work performed in Northern Kentucky municipalities. This section shall additionally detail the project management team, and any other personnel who will be integral to the project team working in the city. The Contractor should detail both company and team-specific qualifications. This section should also include references to other companies and/or public entities for which the Contractor provides similar services. Contractors should include relevant contact information for all other municipal accounts it services in the Greater Cincinnati/ Northern Kentucky area.
4. **Proposal Response.** This section should include the entirety of Contractor's Proposal, including a detailed description of the service plan, customer support structure, and available technology and reporting mechanisms. This section should specify how all requested specifications will be met and/or exceeded. Contractors may detail more than one option of service that, at a minimum, fulfills the specifications requested. Responses should include an anticipated timeline for the migration of data and implementation of City services.

5. **Pricing; Quotation Sheet (Attachment B).** The Contractor should include detailed service costs in a fixed dollar amount (without fuel surcharges) with its submitted response in the Quotation Sheet, which is attached hereto as Exhibit B. Please provide pricing for both the Primary Services and the Alternative Services identified above. Items that exceed the requested “Scope of Work,” but would be relative to the City’s needs should be listed as optional, ad-hoc services, and should not be included in total project costs. ***The City of Southgate, Kentucky is exempt from sales and use taxes as certified governmental entities; our official tax exemption certificate can be provided upon request.***
6. **Sample Contract; Terms.** The Contractor shall be required to include with its response a sample service contract, detailing its standard terms and conditions for the requested products and services outlined in this RFP.
7. **Notice of Deviation** (if applicable). Deviations from the requested “Scope of Work” or “General Terms and Conditions,” as stated herein, must be expressly disclosed. Proposals failing to meet all of the specifications, or adhere to the terms listed herein, will not necessarily be rejected but any deviations must be clearly noted to be considered.

## V. EVALUATION & AWARD PROCEDURES

### 1. **Mandatory Criteria.**

The City will only consider proposals from Contractors who:

- a) Can demonstrate a proven history of successfully and reliably providing similar services and products to similar entities.
- b) Are in good standing with the City.
- c) Are not involved in any adverse claims against the City and are not delinquent in their financial obligations to the City.
- d) Can demonstrate substantial compliance with this Request, and if Contractor previously served as a solid waste and recycling contractor in the City, the Contractor must demonstrate substantial and consistent compliance with the terms of the previous contract.

### 2. **Evaluation Criteria.**

Contractors meeting the requirements of this RFP will have their proposals evaluated and scored based on the below criteria. An award will be made to the responsible Respondent whose Proposal is determined to be the most advantageous to the City, based on the evaluation factors below.

<b>Measurable Criteria</b>	<b>Possible Points</b>
Pricing/ Fees.	25 points
Experience and Qualifications of Provider.	20 points
Customer Service Structure.	15 points
Designation of Requested Personnel.	10 points
Technology and Reporting Capabilities.	10 points
Implementation Plan (data migration, implementation, and training plans).	10 points
Approach to Work (daily operations).	10 points
<b>Total Available Points</b>	<b>100 points</b>

**3. Contractor Questions**

The City shall answer any questions that Contractors may have prior to the “Deadline for Vendor Questions or Clarifications,” as detailed in Section II, Timeline of Events. All questions should be submitted, in writing, by electronic mail directly to City Clerk: clerk@southgateky.org. It shall be Contractor’s obligation to reference the City’s website prior to the submission of a proposal.

**4. Discussions**

Written or oral discussions shall be conducted with all responsible Contractors whose submitted proposal is determined, in writing, to be reasonably susceptible of being selected for award. Discussions shall not disclose information derived from proposals submitted by competing offerors. However, an award may be made on the basis of initial offers where it can be clearly demonstrated and documented from the existence of adequate competition or accurate prior cost experience that acceptance of an initial offer without discussion would result in fair and reasonable prices.

**5. Reciprocal Preference (KRS 45A.494)**

Prior to a contract being awarded to the most responsive bidder, as determined by the City, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be weighted in a manner which is equal to the preference given or required by the state of the nonresident bidder.

6. **Negotiation of Award**

Once City staff has identified a potential awardee, the awardee and the City will negotiate and execute a final agreement. Failure by any Contractor to timely respond or come to terms with the City will be cause to reject the proposal. Any final agreement must be approved by the City Council.

**VI. GENERAL TERMS AND CONDITIONS**

1. **Proposal Guarantee/ Award Procedures.**

It is anticipated that a recommendation for award for this Proposal will be made no more than sixty (60) days after the Proposal due date. All interested parties are required to guarantee their Proposals as an **irrevocable offer valid for ninety (90) days after the Proposal due date**. The City in its sole and absolute discretion shall have the right to award a Proposal for any or all items/services listed in each Proposal, shall have the right to reject any and all Proposals as it deems to be in its best interests, to waive formalities and reasonable irregularities in submitted documents, shall not be bound to accept the lowest Proposal, and shall be allowed to accept the total Proposal of any one vendor or one or several portions thereof.

2. **Acceptance**

**By submitting a response, Contractor agrees to accept and be bound by the terms and conditions listed throughout this RFP, unless expressly stated otherwise through a “Notice of Deviation.”**

It is the responsibility of each Contractor to read this RFP in its entirety and fully acquaint themselves with the “Scope of Work” and “General Terms and Conditions” listed herein. The failure of the Contractor to do the foregoing does not relieve the Contractor from any obligation with respect to the Proposal submitted. If a Contractor is in doubt as to the true meaning of any part of the specifications, the Contractor should submit a written request for clarification.

3. **Revisions**

If it becomes necessary to revise any part of this Request, a written addendum will be made available to the public via publication on the City’s website, [www.southgateky.org](http://www.southgateky.org). The City is not bound by any oral representations, clarifications, or changes made by any City employee, unless such clarification or change is provided to all Contractors via written addendum from an authorized representative of the City and posted to the City’s website.

4. **Anti-Discrimination Statement**

It is the intent and desire of the City to promote full and equal business opportunities for all persons and entities. Further, it shall be considered an unlawful practice for any employee or official of the City to: (i) fail to refuse to hire; or (ii) discourage any individual or business from the participation in; or (iii) in any manner discriminate towards an individual or business desiring to participate in City procurement based on disability, age, sex, race, color, religion, or national origin . Any individual or business claiming to be aggrieved by a violation of this provision may file a written complaint with the City Administrator. The City Administrator may designate an agent to administer, evaluate, and investigate the complaint.

5. **References and Experience**

Responding parties agree to authorize the City to verify references provided to it and to determine the quality, timeliness, and manner of previous work performed.

6. **Compliance with Laws**

Contractors shall be obligated to comply with all federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health, including early-morning noise; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

7. **Deviations**

All deviations from requested “Scope of Work” or “General Terms and Conditions,” as listed herein, must be expressly stated in Contractor’s Proposal in Attachment “C”. Any significant limitation in scope or manner of proposed work, restrictive conditions, etc., should be clearly disclosed. Responses failing to meet all of the specifications will not necessarily be rejected, but any deviations must be clearly noted to be considered.

8. **Subcontracting**

The City is seeking responses from full-service providers. The requirements of this Proposal shall not be subcontracted to other agents, absent express written agreement from the City permitting such assignment.

9. **Insurance Requirements**

a) **Policies, Coverages, and Endorsements.** Contractor agrees to maintain, at its sole cost and expense, the following insurance policies with minimum coverage limits listed below. Prior to an award of a contract, the insured will be required to list the City as an “additional insured” under the following policies:

Commercial General Liability

(1)	Each Occurrence	\$1,000,000
(2)	General Aggregate	\$5,000,000

Automobile Liability

(1)	Each Occurrence	\$1,000,000
(2)	Aggregate	\$2,000,000

Property Damage Liability

(1)	Each Occurrence	\$1,000,000
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	<u>Excess Umbrella Coverage</u>	\$2,000,000
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b) **Worker's Compensation.** Responses to this RFP will serve as an affirmation that the Contractor has complied with the Commonwealth of Kentucky's statutory requirements for Worker's Compensation Insurance, KRS Chapter 342.

c) **Subrogation.** A waiver of subrogation endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, its elected officials, and employees should be furnished to the City upon request, and prior to an award of service.

d) **Proof of Insurance.** The policies, coverages, and endorsements required by this provision shall be shown on a Certificate of Insurance that must be furnished to the City upon request, and prior to an award of service. Upon award, all policies listed herein shall remain in full force and effect throughout the term of the awarded Contract.

e) **Cancellation.** All relevant vendor policies, including worker's compensation and general commercial liability, shall be endorsed to provide thirty (30) days advanced written notice to the City of cancellation, nonrenewal, and reduction in coverage. Such notice shall be mailed to City Clerk: City of Southgate 122 Electric Ave. Southgate, KY 41071.

f) **Indemnification.** Contractor shall agree to indemnify and hold harmless the City and its directors, officers, employees, and agents from all suits, actions, claims, or costs of any character, type, or description brought or made on account of any loss, expense, liability, damage, claim, including violations of laws, rules, regulations, and ordinances relating to solid waste disposal, hazardous waste, personal injury, and/or death sustained by any

person(s) or property arising out of the acts or negligence of the Contractor, the Contractor's personnel, its agents, and employees, occurring during the performance of its duties. In addition to the indemnities provided above, Contractor shall defend City, its officers, agents, and employees (i) against any suit, proceeding, claims for losses, costs, damages or expenses including, without limitation, charges for personal injury, death, or property damage that arise out of any and all acts or omissions of employees or agents of the Contractor or Contractor's subcontractors in connection with the services; and (ii) shall pay all damages, costs, and expenses in connection with such actions, including City's attorneys' fees and legal costs.

**10. Noncompliance with Proposal**

It is understood and agreed by all parties that in the event of an award of contract, if this contract fails to meet the terms and conditions accepted by the City as specified in this RFP, and any prior agreements leading up to contract, then the City shall at its sole option have the right to:

- a) Cancel the contract in its entirety; OR
- b) Require the Vendor to provide the services as stated in this Proposal at the proposed price.

**11. Response Request Disclaimer**

This RFP does not commit the City to enter into a contract or award any services in relation to this specific document nor does it obligate the City to pay any costs incurred in preparation or submission of a Proposal or in anticipation of a contract.

**12. Affidavits & Certifications**

Each Contractor must complete and submit the attached (i) Non-Collusion Affidavit; (ii) Campaign-Finance Affidavit; and (iii) Certification Against Conflicts of Interest, Gratuities, and Kickbacks, with their Proposals.

**13. Claims against the City**

In consideration of the right to respond to this RFP, Contractor waives any claim, liability, or expense whatsoever against the City and its staff, Council Members, and agents by reason of any or all of the following: any aspect of this RFP, the evaluation process, the selection process, or any part thereof, any informalities or defects in the administration of this solicitation, the failure to enter into an agreement, any statements, representations, acts, or omissions of the City or its agents.

**14. Governing Law**

This solicitation and any agreement resulting from this solicitation shall be governed by and construed in accordance with the laws of the Commonwealth

of Kentucky. Any dispute arising under this solicitation shall be resolved in a court of competent jurisdiction in Campbell County, Kentucky.

**15. Competitive Negotiations**

It is the intent of the City that this RFP is conducted according to the competitive negotiation procedures set forth in KRS 45A.370 to 45A.375. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. or any combination thereof inadvertently restricts or limits the requirements stated in this Proposal to a single source. Such notification must be submitted in writing and must be received no later than three (3) days after the opening date.

**16. Public Information Notice**

Submitted proposals become the property of the City. The City retains the right to provide copies of responses to its staff, legal, technical, and financial advisors and representatives. Contractors should take care not to provide any confidential information, trade secrets, or other intellectual property that they do not want to be received or reviewed by City staff.

Please note that all information submitted for review may be subject to the **Kentucky Open Records Act** and may be made available, upon request, to the public. Contractors should be cautious not to include any confidential or proprietary information, trade secrets, or other intellectual property in their response. If Contractor deems inclusion of confidential or proprietary information necessary to the competitiveness or completeness of the submission, said information shall be clearly marked/ noted and Contractor shall provide justification as to why the disclosure of such information would permit an unfair commercial advantage to the Contractor's competitors.

ATTACHMENT A  
SOLID WASTE/RECYCLING ADDRESSES  
FOR THE CITY OF SOUTHGATE

ATTACHMENT B

GENERAL PRICE QUOTATION SHEET

Please provide all costs associated with solid-waste and yard-waste removal and recycling collection services once a week and annually for each residence and/or business in accordance with the following schedule:

**Initial Five-Year Period**

<b>Service Description</b>	<b>Year 1 (2025-26)</b>	<b>Year 2 (2026-27)</b>	<b>Year 3 (2027-28)</b>	<b>Year 4 (2028-29)</b>	<b>Year 5 (2029-30)</b>
<b><i>Primary Services (without toters)</i></b>	Unit cost per month/year				
Residential Curbside Solid Waste 1 time per week	\$	\$	\$	\$	\$
Residential Curbside recycling 1 time per week	\$	\$	\$	\$	\$
Special Event for City - Solid Waste (in addition to contract)	\$	\$	\$	\$	\$
<b><i>Alternative Services (with toters)</i></b>					
Residential Curbside solid waste 1 time per week					
Residential Curbside recycling 1 time per week	\$	\$	\$	\$	\$
Additional cost to brand toters/carts per unit	\$	\$	\$	\$	\$
Residential Curbside additional Toter/cart for Recycling/solid waste (private contracts with End Users)					
35-gallon toter/cart	\$	\$	\$	\$	\$
65-gallon toter/cart	\$	\$	\$	\$	\$
95-gallon toter/cart	\$	\$	\$	\$	\$

**Five-Year Renewal Period**

<b>Service Description</b>	<b>Year 1 (2030-31)</b>	<b>Year 2 (2031-32)</b>	<b>Year 3 (2032-33)</b>	<b>Year 4 (2033-34)</b>	<b>Year 5 (2034-35)</b>
<i><b>Primary Services (without toters)</b></i>	Unit cost per month/year				
Residential Curbside Solid Waste 1 time per week	\$	\$	\$	\$	\$
Residential Curbside recycling 1 time per week	\$	\$	\$	\$	\$
Special Event for City - Solid Waste (in addition to contract)	\$	\$	\$	\$	\$
<i><b>Alternative Services (with toters)</b></i>					
Residential Curbside solid waste 1 time per week					
Residential Curbside recycling 1 time per week	\$	\$	\$	\$	\$
Residential Curbside additional Toter/cart for Recycling/solid waste (private contracts with End Users)	\$	\$	\$	\$	\$
35-gallon toter/cart	\$	\$	\$	\$	\$
65-gallon toter/cart	\$	\$	\$	\$	\$
95-gallon toter/cart	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

## ATTACHMENT C

### Trucks and Equipment

Please identify all trucks and equipment that will be used to provide solid waste collection services in the Cities, including the number, size, type, and age of the trucks and equipment that will be used to provide these services:

## ATTACHMENT D

### Deviations

Please clearly identify all deviations from the information requested in this RFP, including but not limited to the “Scope of Work” or “General Terms and Conditions.” Any deviations to this RFP must be clearly noted in this attachment to be considered by the Cities:

**NON-COLLUSION AFFIDAVIT OF RFP SUBMITTER**

\_\_\_\_\_ represents that he/she is  
(Name)

\_\_\_\_\_  
(Title)

of \_\_\_\_\_,  
(Name of Company)

who on, \_\_\_\_\_, 2025,  
(Date Submitted)

submitted to the **CITY OF SOUTHGATE, KENTUCKY** a proposal, as set forth in the attached. The above representative certifies that all statements of fact in such proposal are true; that such proposal was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that such proposal is genuine and not collusive or sham. Further certifying that as a qualified representative of the above entity, (i) said entity has not engaged in communication with anyone attempting to induce action prejudicial to the interests of the public body that is to award the contract or (ii) with any other RFP Submitter who may submit consideration in this solicitation in an effort to collude, conspire, or price-fix.

The above representative certifies that prior to the opening and evaluation of proposals, said submitter:

- (a) did not directly or indirectly, induce, or solicit anyone else to submit a false or sham proposal;
- (b) did not directly or indirectly, collude, conspire, connive, or agree with anyone else that said submitter or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;
- (a) did not in any manner, directly or indirectly, seek by agreement, communication, or conference with anyone to raise or fix the price of said submission, or that of anyone else; or to raise or fix any overhead, profit, or cost element of their proposal price, or that of anyone else;
- (b) did not, directly or indirectly, submit a proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals except to the awarding authority or to any person or persons who have a partnership of other financial interest with said submitter in his business; and
- (c) did not include in their proposal price any fees, dues, charges, or assessments as required, or encouraged, by reason of membership or affiliation (political, religious, or

other) with any association, organization, or entity because of any agreement or understanding with anyone that they would do so.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL OF NOTARY HERE)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My commission expires \_\_\_\_\_.

o

**CAMPAIGN FINANCE AFFIDAVIT OF SUBMITTER**

\_\_\_\_\_ represents that he/she is  
(Name)

\_\_\_\_\_  
(Title)

of \_\_\_\_\_,  
(Name of Company)

who on, \_\_\_\_\_, 2025,  
(Date Submitted)

submitted to the **CITY OF SOUTHGATE, KENTUCKY** a proposal, as set forth in the attached. The above representative warrants that the submitting entity, as listed above, has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky, and that award of a contract to the submitter would not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL OF NOTARY HERE)

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_  
My commission expires

**CERTIFICATION AGAINST CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS**

Contractor certifies its understanding and compliance with *KRS 45A.455*, which states:

1. It shall be a breach of ethical standards for any City employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

- (a) He, or any member of his immediate family has a financial interest therein; or
- (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any City employee or former employee, or for any City employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

5. It shall be a breach of ethical standards for any City employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

*By signing the below, Contractor certifies its ongoing adherence and understanding of the above.*

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date