CITIES OF DAYTON AND BELLEVUE, KENTUCKY, REQUEST FOR PROPOSALS

COMMERCIAL AND RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION

Issue Date: March 14, 2025

City of Dayton, Ky. 514 Sixth Ave. Dayton, Ky. 41074

City of Bellevue, Ky. 616 Poplar St. Bellevue, Ky. 41073

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I. ADVERTISEMENT

Solid Waste and Recycling Collection and Disposal

The Cities of Dayton, Kentucky, and Bellevue, Kentucky, invite 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 Cities of Dayton, Kentucky, and Bellevue, Kentucky (collectively "City" or "Cities"), are jointly issuing this RFP for a Company to provide solid waste and recycling collection services to both of these cities in one contract.

Issue Date: March 14, 2025

RFP Title: Solid Waste & Recycling Collection

Issuing Cities: Cities of Dayton and Bellevue, Kentucky

Contact: Jay Fossett

City Administrator 514 Sixth Avenue Dayton, Ky. 41074 jfossett@daytonky.com

Frank Warnock City Administrator 616 Poplar Street

fwarnock@bellevueky.org

(collectively, "City Representatives")

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:

Dayton City Clerk's Office 514 Sixth Avenue Dayton, Ky. 41074

RESPONSES MUST BE SUBMITTED BY: 10:00 a.m. on April 18, 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 Cities are not required under KRS 424.260 to accept either the lowest or best bid. Acceptance of a bid is in full discretion of the Cities of Dayton and Bellevue, Kentucky. The City Councils of these Cities reserve 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 4, 2025; Answers to be posted to the City's website by April 11, 2025, www.daytonky.com.
Deadline for Submission	10:00a.m. on April 18, 2025.
Anticipated Award Date	July 1, 2025, or possibly an earlier date, as discussed below.

III. SCOPE OF WORK

1. <u>Description of Request</u>

The Cities of Dayton, Kentucky, and Bellevue, Kentucky ("City" and/or "Cities") are 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 and commercial solid waste and recycling** ("solid-waste collection services") generated in the Cities in accordance with the terms and specifications contained herein.

The successful Contractor must be willing and able to begin providing services at least by July 1,2025.

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 Dayton maintains an average population of about 5,800 residents, and the City of Bellevue maintains an average population of 5,700, a combined

residential population of both cities of 11,500. The two cities span approximately four miles along the Ohio River in northern Campbell County, Kentucky.

The cities of Dayton and Bellevue are historic cities. Dayton's predecessor cities -- Jamestown and Brooklyn -- were founded in 1848 and 1849, which were combined to create the City of Dayton in 1867. The City of Bellevue was founded in 1870. Because of the historic nature of these Cities, founded before the invention of automobiles, many City streets and alleys in the older sections of the Cities are narrow and the Contractor must have appropriately sized trucks and equipment to provide solid-waste collection services on these streets and alleys.

The geography of these cities is comprised of an urban core, with older homes and businesses in the Ohio River basin and more suburban homes in the southern, hillier portions of the cities. They have a mixture of single-family homes and condominiums and multiple-family buildings, from two-family structures and mixed-use structures to apartment complexes with more than 150 apartments.

The Cities are home to a diverse population of businesses, including manufacturing/ industrial uses; hospitality; healthcare; marina operations; general office; restaurants; and retail stores and space. The City's commercial customers maintain diverse needs relating to solid waste disposal and recycling services based upon the goods/services they provide.

Contractor is expected to provide curbside solid-waste collection services 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 and many commercial properties and mixed-used properties in the Cities as well as other services in its contract with the Cities. Contractor also will provide other solid-waste collection services through contracts between Contractor and end users.

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 Cities' current solid-waste removal terminates on June 30, 2025, but the Cities may wish that these services be provided prior to this date. Please indicate in this RFP Response if you would be able and willing to provide the services outlined in your Response prior to July 1, 2025, and if so, how much lead time would be needed to begin these services in the City.

4. Customer Service

The City is committed to providing the highest-level services to its residents and businesses. 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.

- The Contractor must provide a plan of action to ensure the delivery of a) excellent customer service to residents and businesses in the City. Contractor shall designate a specific company representative for both cities who will be available and accessible to the City Administrator and staff to ensure that highest level of customer service is provided to these cities. 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 Cities. 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 to the Cities within 24 hours the new customer service representative being retained/hired. . The company representative shall work closely with Cities' 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 two (2) or more in a row, including but not limited to the placement of temporary dumpsters for the use of residents of the cities.
- c) The Contractor must describe its ability to administer all of the following services and reporting capabilities: accurate billing to the Cities 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 and/or commercial clients 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. The Contractor should detail how it will investigate such collections, and if such allegations are verified, how it will arrange for the collection of the "missed" solid waste and/or recycling within twenty-four (24) hours after receipt of a complaint.
- e) The Contractor must designate one or more "Operations Manager(s)" to

effectively manage the daily delivery of services in each City. The Operations Manager shall act as the City's single point of contact for operational matters.

- f) The Contractor must designate an IT professional with suitable qualifications with the responsibility of providing the City with technical assistance related to the use and operation of any customer portals, client data sharing portals, or other IT-related interfaces.
- g) 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. 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.
- h) The Contractor must possess and describe its ability to set up shared trash and recycling containers for commercial customers, including the ability to (i) set up shared accounts; (ii) identify each individual customer, with service details; and (iii) bill out with separate invoices.

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. <u>Primary Services and Alternative Services for Collection, Transportation, and Disposal of Residential and Commercial Solid Waste and Recycling.</u>

The Cities seek 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) commercial *curbside* waste and recycling removal and (iii) solid waste removal from the City's outdoor public trash cans located in city parks and properties and on public streets; and (iv) 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 removal is 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 these users.

"Alternative Services" are services provided by Contractor in addition the Primary Services the Cities are interested in receiving from the Contractor, and if acceptable to the Cities, 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 toters/carts to all residential and commercial curbside customers in the Cities; and (ii) a recycling program offered directly to City residents and businesses on a separate contractual basis with those residents and businesses (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

A. Primary Services are residential curbside, commercial curbside, City outdoor public trash cans, 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

- No collections of residential curbside and/or commercial curbside (i) solid-waste and/or recycling collection and removal services shall be made before 6 a.m. or after 5 p.m. 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 in the respective Cities under their current waste removal contract. Current collection days in Dayton and Bellevue can be seen in Attachment A: Map for the City of Dayton, which also viewed online mav be at https://www.google.com/maps/d/viewer?mid=1bTu9gdh4cPTGd2Bs Vbu7Pu7Y-E2KffFu&usp=sharing) and a spreadsheet of current collection routes in the City of Bellevue.
- (ii) The successful Contractor must make drivers providing solid-waste collection services in the Cities 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 and commercial and mixed-used buildings 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) Collection of multi-residential buildings with more than 10 units and commercial and industrial buildings that utilize dumpsters or large containers for solid-waste removal shall be made pursuant to individual agreements between the Contractor and these customers unless these customers are using curbside service. The Contractor shall work with the City to schedule pick-ups at buildings utilizing dumpsters or large containers in a manner that minimizes disturbances to surrounding residential neighborhoods when these service locations are adjacent to residential areas.
- (vi) By default, mixed-use properties are classified as commercial users with curbside service. However, the City reserves the right to implement a process where mixed-use properties meeting certain type, size, and location requirements will be deemed to be residential users.
- (vii) The Contractor shall not make any changes in established schedules, routes, rates, or collection programs unless first approved by the Cities and the Contractor shall immediately notify these customers/users of these changes.
- (viii) Residents will be instructed to place their solid waste and recycling cart at the curb by 6 a.m. on the day of collection.
- (ix) As new residential and commercial units are constructed within the City limits, the Contractor shall accommodate additional solid wasteand recycling services as these services are needed at these units.
- (x) 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.
- (xi) If one of the Contractor's vehicles leaks fluids on a City street, the Contractor must notify the respective 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.
- (xii) 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 businesses 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.
- (xiii) 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.
- (xiv) Employees of Contractor shall clean up 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.
- (xv) If recycling services are not provided as Primary Services, the Contractor shall provide recycling collection from commercial and residential customers based upon agreements between the Contractor and these customers.
- (xvi) 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.
- (xvii) The Contractor should describe and publicize any available recycling rebate programs for the City and customers.
- (xviii) 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.).
- (xix) 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.

(xx) Contractor 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 Cities. 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 4562 single-family and multifamily residential units in the Cities of Dayton and Bellevue utilize curbside solid-waste and recycling collection services. Dayton currently has approximately 1,937 residential and commercial units utilizing curbside services. Bellevue has approximately 2,625 residential and commercial units utilizing these curbside services. (The Cities make 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) All single-family and multi-family residential buildings, which do not receive commercial container or dumpster service, shall receive once-a-week curbside solid-waste collection and/or recycling collection. Collection days shall occur on the same day each week.
- (iii) The City reserves the right to implement a process where mixed-use properties that meet certain requirements will be categorized as residential properties and will qualify for residential curbside solid waste and recycling services. The City will provide updated data to the successful Contractor in accordance with the final agreement.
- (iv) The Contractor is expected to accommodate residential collection of one (1) bulk item (per unit) per week without prior notice or additional cost in accordance with all applicable City ordinances and regulations.
- (v) The Cities do not currently utilize toters/carts for residential and commercial curbside service, but they are considering doing so. In the "Alternative Services" portion of this RFP, the Cities request that the Contractor provide information regarding the availability, pricing, and

other relevant information for the use of carts/toters for residential and commercial curbside service users in the City.

c) Commercial Curbside Solid Waste & Recycling Specifications

- Multi-Family, (i) The Commercial, and Mixed-Use Curbside ("commercial curbside end users") category also consists of the following subcategories: (i) multi-family residential buildings of 10 residential units or less; (ii) mixed-use parcels with both commercial and residential units; and (iii) certain commercial businesses not utilizing commercial container service. In Dayton, there are approximately 70 multi-family residential developments, mixed-use commercial/residential units, and commercial businesses within the City utilizing commercial curbside services. In Bellevue, there are approximately 75 multi-family residential developments, mixed-use commercial/residential units, and commercial businesses within the City utilizing commercial curbside services. (The Cities make no representation as to the reliability of the stated number of multi-family residential, mixed-use, and commercial business units utilizing curbside services and Contractors should make such additional investigation as they consider necessary to determine actual numbers).
- (ii) The successful Contractor will be expected to coordinate its collection schedule of solid waste and recycling directly with commercial curbside end users. Collection days shall occur on the same day each week.
- (iii) The successful Contractor is expected to coordinate collection of bulk items directly with commercial curbside end users.
- (v) The Contractor will be expected to provide reliable equipment (i.e. Contractor owned carts) to commercial curbside end users.
- (vi) If a city-wide toter/cart program is not adopted by the City, Contractor shall provide available waste and recycling toter/cart sizes and options for commercial curbside end users, including pricing information.

d) Commercial Container Solid Waste & Recycling Specifications

(i) The Commercial Container category consists of the following subcategories: (i) multi-family residential developments with more than 10 residential units; (ii) certain commercial businesses; and (iii) commercial shared-container services. In Dayton, there are approximately five (5) multi-family residential properties with more than 10 residential units that utilizing commercial container/dumpster service, approximately ten (10) commercial businesses within the

City currently utilizing container services, and two (2) commercial businesses using commercial shared container services in the City. In Bellevue, there are approximately 1 (perhaps more) multi-family residential properties with more than 10 residential units that utilizing commercial container service, approximately 20 (perhaps more) commercial businesses within the City currently utilizing container services, and 6 commercial businesses using commercial shared container services in the City. (The City of City makes no representation as to the reliability of the stated number multifamily residential, commercial business, and commercial shared-container units and the Contractor should make such additional investigation as they consider necessary to determine actual numbers).

- (ii) The successful Contractor is expected to coordinate the collection schedule of solid waste and recycling directly with commercial container end users. Collection days shall occur on a routine schedule as agreed upon between the Contractor and the customer.
- (iii) The successful Contractor is expected to coordinate collection of bulk items directly with commercial container end users.
- (v) The successful Contractor is expected to coordinate payment directly with commercial container end users.

The Contractor shall provide available commercial solid waste and recycling container sizes and options, including pricing information, with their proposals.

e) Industrial Solid Waste and Recycling Specifications

- (i) There are approximately eight industrial end-users in the City of Dayton and two industrial end-users in the City of Bellevue who utilize industrial container or shared-container and recycling services in the City. (The City makes no representation as to the reliability of the stated number of industrial end users and Contractors should make such additional investigations as they consider necessary to determine actual numbers).
- (ii) The successful Contractor is expected to coordinate the collection schedule of industrial solid waste and recycling directly with industrial end users. Collection days shall occur on a routine schedule as agreed upon between the Contractor and the customer.
- (iii) The successful Contractor is expected to coordinate collection of bulk items directly with industrial end users.
- (iv) The successful Contractor is expected to coordinate payment directly

with industrial end users.

(v) The Contractor shall provide available industrial solid waste and recycling container sizes and options, including pricing information, with their proposals.

f) Special Event/ Special Circumstance Solid Waste & Recycling Collection.

- (i) Contractor shall incorporate into its proposal two (2) annual residential bulk item and tire drop off events in each city (Dayton and Bellevue, respectively) every calendar year on dates selected by each respective city. During these two semi-annual events in each City, Contractor will supply to each City two 20-yard dumpster at locations selected by each respective city. Contractor will remove these dumpsters at the conclusion of these events. Contractor shall supply to each respective City dumpsters for waste collection at each City's Public Services Department. Contractor shall supply to each respective six up to six additional dumpsters for City projects and special events. Contractor shall provide each respective City dumpsters on an emergency basis when the Contractor may not be able to service alleys or narrow streets so that homeowners can place their waste into these dumpsters. Contractor shall provide each respective City 14 port-o-potties at no cost to the City. Contractor shall provide each respective City at least four hand washing stations for special events.
- (ii) Contractor shall submit a plan detailing its ability to provide sufficient support for the coordination and pick up needs at City-approved special events, including the provision of temporary (cardboard) waste containers to be used at these 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 a 40-yard roll-off dumpster for both the City of Dayton and City of Bellevue at their respective Public Works garages or at another location specified by the City. 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 48 hours after it is first contacted by the City.

g) 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 toters/carts, e.g. discarded toys, crates, 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 demolition debris either placed in stacks weighing less than fifty (50) pounds and four (4) feet in length or placed in containers weighing less than fifty (50) 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 toters/carts, if applicable.

h) Fleet and Equipment (Attachment D)

- (i) The Contractor shall provide a description of its available equipment and vehicles, including any global positioning devices and communications process between the Contactor'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).

i) 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.

j) 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

- B. Alternative (Optional) Services. The Contractor shall bid on the following Services, which are to be quoted separately from the Primary Services:
 - Supplying and maintaining standardized residential waste and recycling toters/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).

k) 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 toters/carts. The Contractor shall provide every residential dwelling unit and certain commercial and mixed-use properties that receive curbside service 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 and businesses.
- (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) <u>Purchase, Distribution, and Maintenance</u>. 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 32 gallons, 64 gallons, and 92 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) Payment Plan for Purchase of Toters/Carts. Contractor shall provide to the Cities a method by which to pay for the cost of the toter/carts over a period of five years for (i) toter/carts for solid-waste collection and (ii) toters/carts for recycling collection. Please take into consideration that the Cities may decide to implement portions of the toter/cart program in different time periods. For instance, the toter/cart program for solid-waste collection may be implemented and paid for during initial five-year contract period, and toter/carts for recycling collection may be implemented and paid for in the five-year renewal contract period, if such renewal is authorized, which means that the costs of these two programs together could be spread over a 10-year period.

(ix) <u>Branded Toters/Carts</u>. 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 to Contractor to provide a quotation for providing recycling bins or toter/carts to residents and business 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 32 gallons, 64 gallons, and 92 gallons or a 14-gallon 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 bins from Contractor. Please provide individual prices for all four 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:

- <u>Company Overview.</u> 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 Dayton and Bellevue. 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. <u>Proposal Response.</u> 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 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 Cities of Dayton, Kentucky, and Bellevue, Kentucky, are exempt from sales and use taxes as certified governmental entities; our official tax exemption certificates can be provided upon request.
- 6. <u>Sample Contract; Terms.</u> 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 (Attachment D), (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.

Measurable Criteria	Possible Points
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
Total Available Points	100 points

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 Dayton City Administrator Jay Fossett, jfossett@daytonky.com. All answered questions shall be made available via the City's website at www.daytonky.com. 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. **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's individual Boards of 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.

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.daytonky.com. 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, ancestry, national origin, sexual orientation, or gender identity. 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 \$2,000,000

Automobile Liability

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

(2) Aggregate \$2,000,000

- 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 officers, agents, 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 Dayton City Administrator Jay Fossett, 514 Sixth Ave., Dayton, Ky. 41074 and Bellevue City Administrator Frank Warnock, 616 Poplar St., Bellevue, Ky. 41073.
- 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 it 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

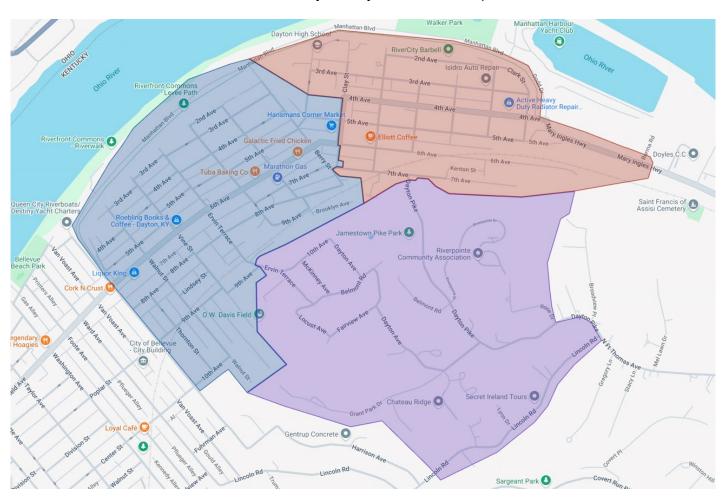
Submitted proposals become the property of the City. The City retains the right to provide copies of responses to its staff, legal, technical, and financial advisors and representatives. Contractors should take care not to provide any confidential information, trade secrets, or other intellectual property 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 COLLECTION MAP IN DAYTON AND SPREADSHEET OF COLLECTION ROUTES IN BELLEVUE, KENTUCKY

City of Dayton Service Map



Bellevue Spreadsheet of Streets Receiving Solid Waste Removal Service

Monday	/Service
Anspaugh	All
Bellepoint Commons	All
Berry	All
Bonnie Leslie	All
Center	Clark to Taylor
Clark	All
Clayton	All
Cleveland	All
Colfax	All
Covert Run	All
· Division	Down Taylor
Donnermeyer	All
Fairfleid	Down to Taylor
Gelger	All
Glazier	All
Grandvlew	Lafayette to Taylor
Hazen	All
Lafayette.	All
Landmark	All
Lake	All
Memorial '	All
Mesh Ct.	All
Patchen	All
Poplar	Lafayette to Taylor
Prospect	Lafayette to Taylor
Retreat	Clark to Taylor
Riviera	All
Robson	All
Roosevelt	All
Ross	All
Rossford Run	All
S Foote	All
S O Fallon	All
S Ward	All
Shady Terrace	All
Sherry	All
Taylor	All
Tiger Lane	Lafayette to Taylor
Walnut	Lafayette to Taylor
Wilson	All
L	1 117

Tuesdáy Sérvice				
Center	Taylor to O Fallon			
Divišion	Taylor to O Fallon			
Eden	All			
Fairfield	Taylor to O Fallon			
Foote	All			
Frank Benke	. All			
Fuhrman	All			
Grandvlew	Taylor to O Fallon			
Lincoln	Ward to Van Voast			
Locust	All			
O Fallon	Frank Benke to Center			
Poplar	Taylor to O Fallon			
Prospect	Taylor to O Fallon			
Retreat	Taylor to End			
Union	All			
Van Voast	All			
Walnut	Taylor to Washington			
Ward	All			
Washington	All			

Wednesday Şervice						
Grandvlew	O Fallon to Harrison					
Harrison	All					
Lincoln	Van Voast to Harrison					
O Fallon	Center to Grandview					
Observatory	All					
Truman	All					
Woodlyn Ridge	All					

Thursd	ay Service
Lincoln	850
Lincoln	854
Lincoln	856
Lincoln	858

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

Service Description	Year 1 (2025-26)	Year 2 (2026-27)	Year 3 (2027-28)	Year 4 (2028-29)	Year 5 (2029-30)
Primary Services (without toters)	Unit cost per month/year				
Residential Curbside Solid Waste and	\$	\$	\$	\$	\$
Recycling					
Commercial and Mixed-Use	\$	\$	\$	\$	\$
Curbside Solid Waste and Recycling					
Outdoor Trash Cans Solid Waste	\$	\$	\$	\$	\$
Removal					
Special Event/Special Service	\$	\$	\$	\$	\$
Solid Waste and Recycling					
Temporary Roll-Off	\$	\$	\$	\$	\$
Dumpsters (private contract)					
Commercial Container Solid	\$	\$	\$	\$	\$
Waste and Recycling (private	Ť	1		•	,
contract)					
Industrial Solid Waste and	\$	\$	\$	\$	\$
Recycling (private contract)					
Alternative Services					
Residential, Commercial, and Mixed-					
Use Curbside Toter/Cart Service in					
City Contract					
32-gallon toter/cart	\$	\$	\$	\$	\$
64-gallon toter/cart	\$	\$	\$	\$	\$
92-gallon toter/cart	\$	\$	\$	\$	\$
	Ť			•	, , , , , , , , , , , , , , , , , , ,
Additional cost to brand toters/carts	\$	\$	\$	\$	\$
per unit	Ť			•	,
Residential Curbside Toter/					
Cart/Bin Service for Recycling					
Collection via Individual					
Contracts with End Users					
32-gallon toter/cart	\$	\$	\$	\$	\$
32-ganon totol/cart	Ψ	Ψ	Ψ	Ψ	Ψ
64-gallon toter/cart	\$	\$	\$	\$	\$
o i ganon totol/cart	Ψ	Ψ	Ψ	Ψ	Ψ
]	1	İ		

92-gallon toter/cart	\$ \$	\$ \$	\$
14-gallon recycling bin	\$ \$	\$ \$	\$

Five-Year Renewal Period

Service Description	Year 1 (2030-31)	Year 2 (2031-32)	Year 3 (2032-33)	Year 4 (2033-34)	Year 5 (2034-35)
Primary Services (without toters)	Unit cost per month/year				Unit cost per month/year
Residential Curbside Solid Waste and	\$	\$	\$	\$	\$
Recycling					
Commercial and Mixed-Use	\$	\$	\$	\$	\$
Curbside Solid Waste and Recycling					
Outdoor Trash Cans Solid Waste	\$	\$	\$	\$	\$
Removal					
Special Event/Special Service Solid	\$	\$	\$	\$	\$
Waste and Recycling					
Temporary Roll-Off Dumpsters	\$	\$	\$	\$	\$
(private contract)					
Commercial Container Solid Waste	\$	\$	\$	\$	\$
and Recycling (private contract)					
Industrial Solid Waste and	\$	\$	\$	\$	\$
Recycling (private contract)					
Alternative Services					
Residential, Commercial, and Mixed-					
Use Curbside Toter/Cart Service in					
City Contract					
32-gallon toter/cart	\$	\$	\$	\$	\$
64-gallon toter/cart	\$	\$	\$	\$	\$
92-gallon toter/cart	\$	\$	\$	\$	\$
Residential Curbside Toter/					
Cart/Bin Service for Recycling					
Collection via Individual					
Contracts with End Users					
32-gallon toter/cart	\$	\$	\$	\$	\$
32-ganon toter/eart	Ψ	Φ	Ψ	Ψ	Ψ
64-gallon toter/cart	\$	\$	\$	\$	\$
o i ganon totol/eart	Ψ	Ψ	Ψ	Ψ	Ψ
92-gallon toter/cart	\$	\$	\$	\$	\$
14-gallon recycling bin	\$	\$	\$	\$	\$
1 - ganon recycling on	Ψ	Ψ	Ψ	Ψ	Ψ

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

		repre	sents that he/she is
(Na	ame)	·	
		(Title)	
of			
	(Nai	ne of Company)	
who on,(Date Sul	, 2025,		

submitted to the CITIES OF DAYTON, KENTUCKY, and BELLEVUE, 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:
Subsc	ribed and sworn to before me this day of, 20
	(SEAL OF NOTARY HERE)
	Notary Public
	My commission expires

CAMPAIGN FINANCE AFFIDAVIT OF SUBMITTER

	represents that he/she is
(Name)	
	itle)
(
of(Name or	f Company)
who on,, 2025, (Date Submitted)	
set forth in the attached. The above reprabove, has not knowingly violated as	ENTUCKY, and BELLEVUE, KENTUCKY a proposal, as resentative warrants that the submitting entity, as listed my provision of the campaign finance laws of the vard of a contract to the submitter would not violate any 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