



Residential Solid Waste and Recycling Collection Request for Proposals

July 2025 – June 2029
with an option for two (2) additional two-year renewals

Bids Due:
Friday, April 18, 2025, 12:00 PM
City of Taylor Mill Municipal Building

City of Taylor Mill
5225 Taylor Mill Road
Taylor Mill, KY 41015
859-581-3234

**CITY OF TAYLOR MILL RESIDENTIAL SOLID WASTE AND RECYCLING BIDS
INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS**

DESCRIPTION OF PROPOSAL

The City of Taylor Mill is accepting bids from qualified solid waste contractors for the purpose of granting an exclusive franchise to use the streets of Taylor Mill for collecting, transporting, and disposing of residential solid waste, as well as providing residential curbside recycling services, in accordance with the specifications outlined herein.

The Franchisee will provide all labor, equipment, and materials necessary to comply with the terms of the Franchise Agreement. Only closed trucks, maintained in clean and sanitary conditions, shall be used within the City. The Franchisee is responsible for complying with all local, state, and federal laws, particularly those pertaining to the collection, transport, and final disposal of solid waste.

GENERAL INFORMATION

- **Population:** Approximately 6,800
- **Residences:** Approximately 2100
- **Note:** The city makes no representation as to the reliability of the residential unit count. Bidders should perform their own investigations to determine the actual number of residences.

BID PROCESS

Bids shall be submitted in a sealed envelope plainly marked “**Bid for Solid Waste Collection Services**” to:

City of Taylor Mill
5225 Taylor Mill Road
Taylor Mill, Kentucky 41015

Sealed bids are due by 12:00 p.m. local time on **Friday, April 18, 2025**, at which time they will be publicly opened and read aloud.

In submitting a bid, the contractor agrees that the proposal will remain open for acceptance by the city for a period of 60 **calendar days** from the bid date.

Interested bidders may contact the **City Administrator** at 5225 Taylor Mill Road, Taylor Mill, KY 41015, or by phone at **(859) 581-3234** for a complete bid package.

Important Notes:

- No bid shall be considered unless it complies with all the provisions of the bid instructions.

- Any questions regarding the specifications, documents, or instructions must be submitted in writing. Clarifications will be provided only through the written addenda issued to all recipients of the bidding documents.
- Bidders may withdraw their bid in person or by written request at any time prior to the scheduled time for the closure of bids. Withdrawal after this time will not be permitted for **60 days**.

BOND REQUIREMENTS

- **Bid Bond:** \$50,000.00 (submitted with proposal, returned at contract award).
- **Performance Bond:** \$150,000.00 (submitted by the successful bidder before contract execution, valid for the contract period and any renewal).

The bid bond guarantees that the lowest and best responsible bidder will enter a contract at the specified prices. Failure to execute the contract will result in forfeiture of the bid guarantee.

EVALUATION OF THE BIDS

The City will evaluate bids based on cost, experience, qualifications, references, and the ability to perform satisfactorily. Oral presentations may be required as part of the evaluation process.

The City reserves the right to accept or reject any and all bids. Upon selection, a separate contract will be signed.

TERM OF CONTRACT

- **Initial Term:** Four (4) years, from **July 1, 2025, to June 30, 2029**.
- **Extensions:** an option for two (2) additional two-year renewals, at the City's discretion.
- **Termination:** The city may terminate the agreement with a minimum of **60 days' written notice**.

CONTRACT ASSIGNMENT AND DOCUMENTATION

The contract will be executed between the bidder and the City of Taylor Mill. The City will provide the official contract document.

RESIDENTIAL COLLECTION REQUIREMENTS

During the contract period, the Franchisee shall collect, or cause to be collected, all solid waste and recyclables placed for collection at each designated collection unit prior to the Franchisee's arrival. The City of Taylor Mill requires the Franchisee to collect solid waste from both resident-provided containers and containers supplied by Franchisee. Residents must place their solid

waste at the curbside by 7:00 a.m. on the designated day. There shall be no limit to the number of containers per residence.

The City will provide the Franchisee with a schedule of streets and residential unit addresses from which the collection of residential waste and recyclable materials will occur during the term of the contract. This schedule of collection locations may be revised from time to time by the City.

Schedule: Residential solid waste and recyclables must be collected weekly, 52 weeks per year, between 7:00 a.m. and 6:00 p.m. local time. The Franchisee may request temporary changes to this schedule due to factors such as weather or hazardous conditions that affect driver safety. Any such changes must be approved by the City in advance and for a specified period. No collections may occur on Sundays, Thanksgiving and Christmas Days. For these occasions, make-up collections will take place the following day, excluding Sunday.

Trash Carts and Recycling Carts/Bins: Residents will be provided with Franchisee-supplied 95-gallon trash carts and 65-gallon recycling carts or bins at no additional cost. Each resident is entitled to one free replacement of each cart during the contract period if damaged or stolen. Upon request, smaller 65-gallon trash carts will be available as an alternative to the standard size. Additional carts will be available to residents at their own expense.

If the Franchisee provides recycling bins for residents, the Franchisee must maintain a stock for new residents and replacement bins. This service will be provided at no cost to the City.

Unenclosed Materials: Items must be no longer than 4 feet and weigh less than 50 pounds. Limbs and brush must be bundled for collection.

Large Items: Large items will be collected by appointment. The cost of this service must be included in the bid.

Customer Service: The Franchisee must respond to complaints within 24 hours and maintain high standards of employee conduct. All recyclable material and garbage must be removed from collection containers in a manner that ensures no residue is left in the container or on the ground. Additionally, empty carts must be returned carefully to avoid bending, denting, cracking, splitting, crushing, or other damage. Carts must not block driveways, and the practice of dropping or slinging empty carts after disposal is strictly prohibited.

GPS Tracking: If available, the Franchisee must provide online GPS map access for truck tracking and complaint resolution.

Vehicle Requirements: Vehicles must have enclosed cargo spaces, functioning backup signals, and comply with all applicable laws, statutes, ordinances, and regulations of any governmental agency having jurisdiction. Repeated leaks or street staining caused by the trucks will not be tolerated and may result in contract default. Additionally, vehicles must not back out of streets with a turning radius exceeding one hundred ten (110) feet.

RECYCLABLES

- **Recyclables** (further designated in KRS 109.012) are defined as all glass, aluminum, metal, and bi-metal cans, jars, bottles, or other containers with the symbols 1PET or 2HDPE, as well as newsprint, white paper, corrugated cardboard, and magazines. The Franchisee may collect other recyclable items.
- The Franchisee must ensure that all recyclables collected are processed for recycling. Recyclables may only be landfilled if rejected by the recycling facility.
- In keeping with the City's commitment to recycling, the Franchisee shall provide a written notice to each residential household via U.S. Postal mail at the outset of the contract, explaining the Franchisee's recycling procedures (what is accepted, etc.), as well as telephone and email contact information.

OTHER SERVICES

As part of the total bid, the Franchisee shall provide, at no cost to the City, recycling carts and roll-off dumpsters ranging from 6 to 20 yards for placement at designated City locations, with regular weekly pickups. Additionally, the Franchisee shall supply dumpsters for use at City events held on City-owned properties.

The Franchisee shall supply corrugated cardboard boxes or similar disposable containers to serve as temporary trash receptacles for various City-sponsored community and recreational events. The City may request up to 100 disposable boxes annually during the contract period to assist with trash collection and proper disposal.

FEMA-related disaster services will be billed at the rates specified in the bid. In the event of a natural disaster declaration, the Franchisee agrees to prioritize City services and provide assistance upon request. The Franchisee will provide the necessary services, including dumpsters or pickups, as outlined in the bid, at the specified rates.

OCCUPATIONAL LICENSE REQUIRED

The Franchisee must obtain and maintain a Taylor Mill Occupational License for the duration of the contract.

PERFORMANCE STANDARDS AND PENALTIES

Missed Collections:

If the Franchisee fails to collect residential waste or recyclable material from any designated unit within the City on the scheduled days and times specified in the RFP, the Franchisee will have 24 hours (excluding Sundays) to remedy the missed collection.

Collections Outside Authorized Times:

Franchisee shall not collect residential waste or recyclable material outside the authorized times without written prior City approval.

Contract Cancellation:

The City reserves the right to cancel a contract for residential waste and recycling collection upon failure of the Franchisee to perform those services in accordance with the bid specifications. The City will provide a minimum of sixty (60) days' written notice prior to contract cancellation.

CHARGES FOR SERVICE

Bidders must provide two billing options:

1. Direct billing by the Franchisee.
2. City billing through property taxes.

The payment and billing method is being requested using two payments options. Currently, the City adds the annual waste collection charge to the residents' real estate tax bills. Under this arrangement, the City would remit monthly payments to the Franchisee, equal to 1/12 of the annual waste collection charges.

As an alternative, the Franchisee bills each customer directly, with the City not being involved in this collection process.

If the City adopts the alternative collection method, the Franchisee will be required to bill each residential solid waste customer individually. In this scenario, the City of Taylor Mil will assist in the collection of delinquent accounts by placing the delinquency onto the resident's tax bill for collection by the city.

Bidders must include, as part of their submission, a detailed billing plan. At a minimum, this plan should be outlined:

1. The frequency of billing,
2. Procedures for addressing delinquent payments, and
3. Provisions for temporary service suspensions for residents who may be away for extended periods.

The rate for the collection and recycling of residential solid waste indicated and bid upon shall include all applicable local, state, and federal fees and taxes and/or any fuel surcharges.

FUEL SURCHARGE

The Franchisee will be granted a one-time adjustment to the contract price if the average price of diesel fuel exceeds \$6.00 per gallon for more than three consecutive months.

The Franchisee will be allowed a 3% price adjustment for the remainder of the fiscal year. If fuel prices remain above \$6.00 at the start of the next fiscal year, the surcharge will remain in place until the average price drops below \$6.00 for three consecutive months.

UNANTICIPATED COSTS

In the event of an unforeseen increase in base costs due to the imposition of new or increased governmental regulations that were not in effect at the time the bid was accepted, the City will negotiate with the Franchisee to address the changes.

REPORTS

The Franchisee is required to submit a comprehensive written report to the City on a quarterly basis (July, October, January, April), no later than twenty-five (25) days after the end of each quarter. This report includes key information such as total collection tonnage, number of units serviced, special collections (e.g., white goods, furniture), tonnage of recyclable materials, and resident participation rates. Additionally, each quarterly report must detail the total number of complaints received during the period, along with a list of each complaint and its resolution.

The Franchisee is also required to provide semi-annual reports (in January and July) listing all addresses receiving service. This information is essential for accurate billing and for the City's audit of unit counts.

COMMUNICATION/NOTIFICATION

The Franchisee shall be fully responsible for creating and distributing informational materials to each residential unit at the start of each contract year. These materials must include details about collection schedules, routes, procedures for service complaints, special pickups, recycling requirements, and other relevant services. Additional copies of

these materials must be provided to the City for distribution to new residents and for posting on social media or other communication platforms.

The Franchisee is also responsible for notifying City residents of any disruptions to regularly scheduled collection times or days due to unforeseen circumstances, such as inclement weather. Notifications may be issued through local news broadcasts, electronic channels (e.g., the City website, email, or alert systems), telephone, or written/verbal notices.

Upon receiving City approval, the Franchisee shall promptly notify all residential units of the collection schedules, rates, and billing procedures. Additionally, the Franchisee is responsible for communicating any future changes to schedules, routes, rates, or collection programs once approved by the City.

INSURANCE REQUIREMENTS AND INDEMNIFICATION

The successful bidder shall maintain the following insurance coverage during the contract:

- **Worker's Compensation Insurance:** Statutory requirements
- **General Liability:** \$1,000,000 per occurrence, \$5,000,000 aggregate
- **Bodily Injury Liability:** \$1,000,000 per occurrence, \$5,000,000 aggregate
- **Automobile Liability Insurance:** \$1,000,000 per occurrence
- **Property Damage/Liability Insurance:** \$1,000,000 per occurrence
- **Excess Umbrella Coverage:** \$2,000,000

In lieu of providing Excess Umbrella Coverage, the successful bidder may opt to provide adjusted occurrence and aggregate limits that are comparably equivalent.

The successful bidder agrees to indemnify, defend, and hold harmless the City, its agents, elected officials, representatives, and employees from any claims, demands, damages, losses, liabilities, expenses, and consequential damages, including attorney's fees, arising from the execution of the contract. This indemnification does not apply to claims resulting from the sole negligence or willful misconduct of the City.

RESIDENT BIDDER PREFERENCE

Taylor Mill adheres to the State Bidder Preference requirements outlined in KRS 45A.494 when evaluating bidders. This preference applies to businesses that are in Kentucky or pay taxes in Kentucky, provided that the state in which the business operates also offers an in-state bidder preference. Please refer to the attached "Affidavit for Bidders Claiming Resident Status" for further details.

**CITY OF TAYLOR MILL, KENTUCKY
 BID FOR RESIDENTIAL WASTE AND RECYCLING SERVICES**

The undersigned Contractor hereby bids, offers, and proposes to perform and provide to the City the services and documents described in the Request for Bids attached hereto and made a part by reference, for the total sum of the amount of the bid indicated on this sheet, and pursuant to all terms and provisions of the Request for Bids. This bid, offer, and proposal is irrevocable until the expiration of ninety (90) consecutive calendar days after the date indicated herein; and may be accepted or rejected by the City of Taylor Mill.

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

ONCE PER WEEK WASTE COLLECTION & RECYCLING SERVICES

| <u>Period Rate</u> | <u>Per Unit Rate</u> | <u>Per Unit Annual Rate</u> |
|--|----------------------|-----------------------------|
| <i>Billed to City</i> | | |
| July 1, 2025, to June 30, 2029, | \$ _____ Per Month | \$ _____ Per Year |
| <i>Two-year extension Billed to City</i> | | |
| July 1, 2029, to June 30, 2031, | \$ _____ Per Month | \$ _____ Per Year |
| <i>Two-year extension Billed to City</i> | | |
| July 1, 2031, to June 30, 2033, | \$ _____ Per Month | \$ _____ Per Year |

| <u>Period Rate</u> | <u>Per Unit Rate</u> | <u>Per Unit Annual Rate</u> |
|--|----------------------|-----------------------------|
| <i>Billed to Resident</i> | | |
| July 1, 2025, to June 30, 2029, | \$ _____ Per Month | \$ _____ Per Year |
| <i>Two-year extension Billed to Resident</i> | | |
| July 1, 2029, to June 30, 2031, | \$ _____ Per Month | \$ _____ Per Year |
| <i>Two-year extension Billed to Resident</i> | | |
| July 1, 2031, to June 30, 2033, | \$ _____ Per Month | \$ _____ Per Year |

Please indicate if there are any additional days that collection will not be provided due to holidays (Thanksgiving and Christmas Day are already marked):

| Holiday | Enter "X" if collection not provided on the days listed | Holiday | Enter "X" if collection not provided on the days listed |
|---|---|------------------|---|
| New Year's Day | | Independence Day | |
| Martin Luther King, Jr. Day | | Labor Day | |
| Presidents' Day | | Columbus Day | |
| Good Friday | | Veterans' Day | |
| Memorial Day | | Thanksgiving Day | X |
| Juneteenth (June 19 th or next business day) | | Christmas Day | X |
| | | Other: Specify | |

Dumpster Service Cost for natural disaster events:

| SIZE | PERIOD | COST PER MONTH |
|----------------|-------------------------------------|-----------------|
| 8 Cubic Yards | July 1, 2025, through June 30, 2029 | \$_____per unit |
| 10 Cubic Yards | July 1, 2025, through June 30, 2029 | \$_____per unit |
| 20 Cubic Yards | July 1, 2025, through June 30, 2029 | \$_____per unit |
| 30 Cubic Yards | July 1, 2025, through June 30, 2029 | \$_____per unit |
| 8 Cubic Yards | July 1, 2029, through June 30, 2031 | \$_____per unit |
| 10 Cubic Yards | July 1, 2029, through June 30, 2031 | \$_____per unit |
| 20 Cubic Yards | July 1, 2029, through June 30, 2031 | \$_____per unit |
| 30 Cubic Yards | July 1, 2029, through June 30, 2031 | \$_____per unit |
| 8 Cubic Yards | July 1, 2031, through June 30, 2033 | \$_____per unit |
| 10 Cubic Yards | July 1, 2031, through June 30, 2033 | \$_____per unit |
| 20 Cubic Yards | July 1, 2031, through June 30, 2033 | \$_____per unit |
| 30 Cubic Yards | July 1, 2031, through June 30, 2033 | \$_____per unit |

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION
AND NON-CONFLICT OF INTEREST**

I hereby certify:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation (if the bidder is a corporation) having authority to sign on its behalf.
2. That the submitted bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other Contractor, Vendor of materials, supplies, equipment or services described in the Notice to Bidders, designed to limit independent bidding or competition, as prohibited.
3. That the contents of the bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder, its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
4. That the bidder is legally entitled to enter a Contract with the City of Taylor Mill, Kentucky and is not in violation of any prohibited conflict of interest.
5. This offer is for ninety (90) calendar days from the date of the bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Owner of any or all items bid above, a contract shall thereby be executed with respect to the items accepted.
6. That I have fully informed myself regarding and affirm the accuracy of all statements in this bid and/or proposal including the amount bid and the conditions thereof.

Sign in space below. Failure to sign invalidates bid.

Signed by: _____ Title: _____

Firm: _____

Telephone: _____ Fax: _____

Address: _____

Date: _____

Complete Name of Bidder

Signature of Bidder's Authorized
Representative

Printed Name of Signatory

Address of Bidder

Telephone Number of Bidder

Email Address for Bidder

Date

Please note the bid will not be accepted unless the Bid Bonds are included.

ADDENDUM 2
REQUIRED AFFIDAVIT FOR BIDDERS CLAIMING RESIDENT BIDDER STATUS

For Bids and Contracts in General:

The Bidder or Offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth of Kentucky.
2. Has for one year prior to and through the date of advertisement –
 - a. Filed Kentucky Corporate Income Taxes.
 - b. Made payment to the Kentucky Unemployment Insurance Fund established in KRS 341.49; and
 - c. Maintained a Kentucky Workers Compensation policy in effect.

The City of Taylor Mill reserves the right to require documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in the disqualification of bidder or contract termination.

| | |
|------------------|--------------|
| Signature | Printed Name |
| Title | Date |
| Company Name | |
| Address | |
| | |
| Phone Number/Fax | |

Subscribed and sworn before me by

| |
|---------|
| |
| Affiant |
| |
| Title |

Notary Public

{Seal of Notary}

My Commission Expires: _____