

REQUEST FOR PROPOSAL  
FOR  
CURBSIDE COLLECTION OF  
RESIDENTIAL MUNICIPAL WASTE AND  
COLLECTION OF RECYCLABLE MATERIALS  
for the City of Lynnview

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STANDARD REQUIREMENTS AND INSTRUCTIONS FOR BIDDING

## **1.0 STANDARD REQUIREMENTS AND INSTRUCTIONS FOR BIDDING**

### **1.1 Preparation of Bid**

Bids must be written in ink or typewritten and shall be submitted on the forms issued. The Bid Package must include: Signature Page, Proposal, Qualifications Statement, Schedules A and B and the Non-Collusion Affidavit. Unsigned bids will not be accepted. No bid will be considered if received after the due date (see Section 2.2). Bidders are expected to examine all instructions, specifications, attachment, and sites pertinent to this Request for Proposals (RFP). Failure to do so will be at the Bidder's risk. Erasures or other changes must be initialed by the person signing the bid.

### **1.2 Bid Security**

No bid security is required for this proposal.

### **1.3 Pricing**

The price is to be inclusive of labor, equipment and all other costs necessary to provide the service. Any discounts for early payment (Invoicing Terms) should be entered on the proposal page and will be considered in the evaluation if the discount period is twenty (20) days or longer.

### **1.4 Taxing**

The City of Lynnview is exempt from State and Federal taxes. The price bid must be net exclusive of taxes. However, the successful bidder may claim no exemption upon his purchase of materials, supplies, equipment or parts needed to complete bid requirements.

### **1.5 Quantities**

Waste and recyclables quantities estimates shall be the responsibility of the bidders. The City of Lynnview anticipates the number of households requiring service to be +/- 450. The City of Lynnview may make an award for all or some of the items set forth in the RFP and reserves the right to reject any or all bids.

### **1.6 Safety**

All practices, materials and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local Safety or Environmental Codes.

### **1.7 Qualifications of Contractor**

Bids will only be accepted from contractors who are actively engaged in offering the services called for in the RFP. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City of Lynnview upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City of Lynnview or had failed to perform faithfully any previous contract with the City of Lynnview. Where a service is to be performed by a subcontractor, the bidder must name the subcontractor, and the City of Lynnview reserves the right to determine whether the named subcontractor is fit and capable to perform the required work. Each bidder shall submit, with the Proposal, supporting data regarding the qualifications of the Contractor in order to determine whether the Contractor is qualified and responsible.

The Contractor must furnish the following information:

- a) Satisfactory evidence that the Contractor, or in the case of a joint venture, the principal partner, has been in existence as a going concern in recycled materials management and/or solid waste management. If the Contractor does not have a minimum of three (3) Years of experience in either solid waste or recycled materials management, the Contractor shall provide a statement detailing why it is qualified to satisfactorily perform the part of the work in which it does not have the minimum of three years experience.
- b) Evidence that the Contractor is licensed or permitted to do business in the Commonwealth of Kentucky and the County of Jefferson and the City of Lynnview or a sworn statement that it will take all necessary actions to become so licensed or permitted if its bid is accepted.
- c) All bidders must specify the number and type of all packer-type and recyclables collection truck bodies that will be used during the performance of the contract period. If such equipment is presently owned or leased, the Contractor shall supply detailed inventories including photographs of their equipment and all accessories by type, model, year of manufacture and anticipated remaining useful life as of the date of the inventory sheet. All leased equipment shall be listed separately; the time remaining on each leased machine and options of renewal, where applicable, shall be stated. All new equipment to be acquired to accomplish this contract must be available upon the effective date of the commencement of operations.
- d) The names and resumes of the individual(s) who will be considered in responsible charge of City of Lynnview's Contract.
- e) All information as requested in the Contractor's Qualification Statement Concerning Experience and Financial Ability.
- f) Such additional information as will satisfy the City of Lynnview that the Contractor is adequately prepared to fulfill the Contract.

#### **1.8 Disqualification of Contractors**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes may be considered sufficient for disqualification of a Contractor and the rejection of its Proposal:

- a) Evidence of collusion among Contractors.
- b) Lack of competency as revealed by experience or equipment statements as submitted or other sources or documents.
- c) Lack of responsibility, as shown by past work, judged from the standpoint of workmanship as submitted.
- d) Default on any previous performance contracts within the past five (5) years.
- e) Other causes deemed appropriate by the City of Lynnview.

### **1.9 Equal Employment**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color religion, sex, age, orientation, or national origin. Contractors will take steps to insure employees are treated during employment without regard to their race, color, religion, sex, age, orientation, or national origin. Such action shall include but not be limited to the following: employment, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.

### **1.10 Award of Contract**

- a) The award will be made to the responsible and qualified offeror whose proposal, conforming to the invitation, will be most advantageous to the City of Lynnview in price for the services and other factors considered.
- b) The City of Lynnview is not bound to select one Contractor for both municipal waste and recycling services but may instead choose different Contractors for these services.
- c) The City of Lynnview reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.
- d) The City of Lynnview will notify all bidders of the award.
- e) After receiving notification of acceptance of the bid, the successful bidder has fourteen (14) days to enter into a contract or will forfeit the right to do so.
- f) If the contract is not signed within fourteen (14) days, the City of Lynnview may then award the service contract to the next most qualified bidder.

### **1.11 Bonds**

No Performance bond will be required to the City of Lynnview for this particular proposal and bid. (see Section 4.1).

### **1.12 Performance**

In case of default by the selected Contractor, the City of Lynnview may procure services from other sources and shall hold the Contractor responsible for any costs to the City of Lynnview to procure the services of a new contractor and for the costs to the City of Lynnview for providing the services in the interim period between the default and the procurement of a new Contractor.

### **1.13 Observance of Laws**

a) The Contractor at all times shall observe and comply with all Federal, State and City of Lynnview laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees in the contract, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or Contract.

b) Any ordinances and regulations issued by City of Lynnview.

### **1.14 Examination of City of Lynnview**

Bidders shall inspect the entire City of Lynnview area included in scope of services and make their own determination with respect to number of collections, collection types and locations and all other circumstances which affect the cost of services to be performed. Estimates provided in this RFP are not to be considered as binding and bidders shall assume all patent and latent risk in connection with the aforementioned.

### **1.15 Interpretation**

No verbal interpretation of meaning of the instructions to bidders, specifications, or any other document will be made to any bidder. Supplemental instruction if any will be made as written addendum and sent to all bidders and shall be signed by the bidder and returned with the bid.



INFORMATION AND CONDITIONS

## **2.0 INFORMATION AND CONDITIONS**

### **2.1 General information**

It is intent of this "Request For Proposal" to secure a contractor to provide the following services to the City of Lynnview of:

- Curbside collection and delivery of residential municipal waste to disposal facilities designated in Jefferson County's Municipal Waste Management Plan.

- Curbside collection, processing and marketing of designated recyclables at a location of contractor's choice.

### **2.2 Contract Procedures**

a) Sealed bids will be received at the clerk's office of the City of Lynnview, 1241 Gilmore Lane, Louisville, KY 40213; , until **1:00 p.m., February 14, 2018**.

b) The City of Lynnview will either select a Contractor(s) or reject all bids within sixty (30) days of the bid opening.

c) Sureties are not required for this bid and therefore there are no provisions for the return of such in this RFP.

d) Once a Contractor is selected, the Contractor will prepare a contract and forward it to the City of Lynnview within fifteen (14) days of the selection.

e) The successful Contractor will have fourteen (14) days to sign all contract copies and return them to the City of Lynnview along with the appropriate insurance certificates.

f) Within thirty(30) days of the date that the contract signed by the Contractor and is delivered to the City of Lynnview, the City of Lynnview will supply the Contractor with a copy of the contract executed by the City of Lynnview Mayor.

g) The contract with the successful Contractor will be for the specified period beginning July 1, 2018, and ending on June 30, 2021, for the collection of residential solid waste; and/or for the collection, processing and marketing of recyclables.

### **2.3 Pre-Bid Conference**

The City of Lynnview strongly recommends that all potential bidders attend the pre-bid conference on **January 22, 2018**, in the City of Lynnview Community Room, at 10:00 a.m.

**TECHNICAL PERFORMANCE REQUIREMENTS**

### 3.0 TECHNICAL PERFORMANCE REQUIREMENTS

#### 3.1 Scope of Work - Municipal Waste Collection, Delivery and Disposal

- a) The work to be done under this portion of the contract shall include the total collection, delivery and disposal of residential municipal waste; and according to such rules as may be issued by the City of Lynnview of and also the state of Kentucky Municipal Waste Planning, Recycling and Waste Reduction Act outlined in KRS 224.24-310 by the Energy and Environment Cabinet of the Commonwealth of Kentucky.
- b) The bid is for collection of municipal waste from City of Lynnview residents only, and the waste dumpsters located at Lynnview City Hall. The collection of municipal waste generated by commercial, industrial and institutional establishments, such as professional offices and churches are **NOT** included under this contract.
- c) The work includes the furnishing of all labor and the providing and maintenance of a sufficient number of packer-type vehicles, and all other equipment required for the prompt and efficient collection and removal of all residential municipal waste accumulated within the territory included in the present boundaries of the City of Lynnview of as indicated on the accompanying map entitled: "City of Lynnview Map," (Attachment 1).
- d) The collection and delivery of residential waste is to be bid for single family residences. The Contractor shall collect municipal waste from all single-family residences up to four(4) units in City of Lynnview.
- e) Bulk Refuse such as screens, rugs, tree trimmings (cut into 4-foot lengths and tied in bundles weighing no more than fifty (50) pounds) and other Bulk Refuse will be collected on regular collection days throughout the year at a limit of one item per household, one time per week. In addition, construction debris limited to one container or bundle of lumber or plaster cut into four-foot lengths and weighing less than fifty (50) pounds will also be collected on regular collection days.
- f) The Contractor shall provide Bulky Item collection service to residential dwelling units on an individual basis. Bulky Items include such items as; refrigerators, stoves, washing machines, furniture, tires, mattresses, rugs, etc. The Contractor shall provide Bulky Items collection within seven (7) days of notice from the resident of the resident's desire to have any Bulky Item collected and within one (1) day of placement for collection. Bulk collection may be made by open trucks with no limitation on size or requirements of container so long as not in the form of debris and as long as limited to household items. The Contractor shall include a price list for collection of Bulky Items as part of their bid. The cost list shall include increases in cost, if any, over the course of the contract period.

- g) Bidders' attention is called to the fact that the quantity and tonnage of material to be collected will vary during the life of the contract period. Regardless of quantity, the Contractor is obligated to meet all conditions of the pertinent specifications.
- h) The curbside collection of residential municipal waste shall be once-a-week. The maximum number of bags/containers for waste per household is three (3). The capacity of containers shall be approximately 65 gallons and should not exceed 50 pounds in weight. Additional containers (more than three (3)) will be collected at the cost of the resident. Cost for collection of additional containers shall be paid directly to the Contractor at the bid per container price.
- i) The Contractor has the total responsibility of residential municipal waste collection, delivery and disposal and shall bear any and all costs incurred therewith regardless of cause.
- j) The Contractor shall maintain a local telephone line or tollfree line. The Contractor shall have a clerk or answering service/device available to receive instructions from the City of Lynnview representatives and to receive and process inquiries from the public twenty-four hours per day, including holidays, for the term of the contract. The Contractor shall have on duty on all collection days at least one (1) qualified supervisor to be in the field when the collection is being carried out, having for his/her use a two-way radio equipped vehicle so as to ensure a courteous, prompt and efficient method for dealing with requests for service or missed collections made by the City of Lynnview representatives or the public. The Contractor will be required to record all inquiries or complaints received on a form approved by the City of Lynnview and supplied by the Contractor, and the form will be summarized on a monthly basis by the Contractor and delivered to the City of Lynnview Clerks office on a monthly basis or more frequent if requested by the City of Lynnview.
- k) The Contractor shall do all work in such a manner as not to create a nuisance. Municipal waste spilled or scattered on sidewalks, gutters or roadways during the collection shall be immediately cleaned up by the Contractor.
- l) All reusable receptacles containing municipal waste, after being emptied by the Contractor, shall be returned WITHOUT DAMAGE to the place from which they were removed.
- m) There shall be no deviations from the established schedule, except for the following: New Year's Day (January 1); Martin Luther King Day (third Monday in January); Memorial Day (last Monday in May); Independence Day (July 4th); Labor Day (first Monday in September); Thanksgiving Day (fourth Thursday in November); and Christmas Day (December 25th). Residences scheduled for collection on these holidays shall have collection service for solid waste on the following day or other time as may be agreed on between the Contractor and the City of Lynnview. The manner of notification shall be approved by the City of Lynnview Supervisors. Collections shall be made regardless of weather or

other conditions which would impede collection such as snow, flood, riot or other disaster unless authorization to suspend collection is obtained from the City of Lynnview. This authorization may be verbal, but the request from the Contractor and the authorization by the City of Lynnview shall be confirmed in writing within one business day by both parties. Pick-ups missed during the event shall be collected according to the holiday schedule and procedures stated in this section.

n) Notification of schedule change by written notice to residents is the responsibility of the Contractor.

### **3.2 Scope of Work - Recyclable Materials Collection, Processing and Marketing**

a) Separate bid must be given (as indicated in the Proposal Form) for the collection, delivery to, and processing/marketing at a materials recovery facility, of the Contractor's designation, for all recyclables collected.

b) Currently there is no mandate for recycling by the Commonwealth of Kentucky or Jefferson County. The City of Lynnview could establish a program for the collection of recyclable material from residences for recycling purposes.

c) The City of Lynnview designated recyclables shall be:

1. Aluminum beverage cans
2. Glass containers (all colors - amber, green and clear)
3. Tin cans/Bi-metallic cans; and
4. Commingled plastic beverage containers including PET/HDPE
5. Newsprint
6. Corrugated cardboard
7. Magazines

Aluminum, glass, tin and plastics will be commingled in the recycling container, and newspaper, magazines and corrugated cardboard will be set out separately, placed in paper bags or bundled and tied with string.

d) The work includes the furnishing of all labor and the providing and maintenance of sufficient number of vehicles and other equipment required for the prompt and efficient collection and transportation of all recyclables to be collected under this contract within the territory included in the present boundaries of City of Lynnview as indicated on accompanying map (Attachment 1).

e) The Contractor will provide recycling collection containers. These containers will be used by residents to store their commingled recyclables (except newsprint and corrugated cardboard) between collections. The containers shall remain the sole property of the Contractor. Other containers may also be used by residents for recycling. Collection of recyclables is not limited by number of containers. All properly prepared recyclables must be collected.

f) An accounting system will be maintained on the amount of recyclables collected from City of Lynnview.

h) The Contractor shall leave without damage at the point of collection all reusable recycling containers and any protective covers used to keep the recyclable materials dry.

i) The Contractor shall adequately clean up any materials spilled or blown during the course of collection and/or transportation operations. All collection vehicles shall be equipped with at least one (1) broom and one (1) shovel for use in cleaning up material spillage. The Contractor shall have no responsibility to remove or clean up any unacceptable items which are rejected, as described above, and which have not been handled due to insufficient material preparation by residents.

j) The Contractor shall establish a procedure for receiving and responding to all complaints of missed pick-ups using the telephone line designated in Section 3.1(j). For the purposes of this contract, a complaint of missed collection is a complaint received by the Contractor no later than 12:00 noon on the day following the last regularly scheduled collection day in that part of the City of Lynnview.

Valid reports of missed collections shall be responded to by the Contractor by making collection of materials at the missed residence within eight (8) hours of notification by the City of Lynnview or resident, or by following the established rejection of unacceptable materials procedure (See Section 3.2 (q)).

k) The Contractor shall supply collection vehicles for the sole purpose of collecting recyclables which are capable of transporting the recyclables in a condition to maximize marketability.

l) There shall be no deviation from the established schedules, except for New Years' Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Residence scheduled for collection on these holidays shall have collection services for recyclables on the following Saturday or other time as may be agreed on between the Contractor and the City of Lynnview. Appropriate and timely notice shall be given by the Contractor via newspaper and/or radio advertising of any scheduled pick-up deferred because of scheduled holidays. The manner of notification shall be approved by a City of Lynnview representative. Collections shall be made regardless of weather or other conditions which would impede collection such as snow, flood, riot, or other disaster unless authorization to suspend collection is obtained from the City of Lynnview. This authorization may be verbal, but the request from the Contractor and the authorization by the City of Lynnview shall be confirmed in writing within one (1) business day by other parties. Pick-ups missed during the event shall be collected according to the holiday schedule and procedures stated in this section.

m) Changes in collection schedule for recyclables shall be approved by the City of Lynnview in writing and notification of schedule change by written notice to residents is the responsibility of the Contractor.

n) Bidders' attention is called to the fact that the quantity and tonnage of recyclable material to be collected will vary during the life of the contract period. Regardless of quantity, the Contractor is obligated to meet all conditions of the pertinent specifications.

o) The Contractor shall be required to conduct certain publicity and education efforts to encourage the maximum level of citizen participation in recycling and waste diversion/reduction. At a minimum, the following publicity and education components are required of the Contractor.

1. A Contractor spokesperson shall be available for City of Lynnview scheduled interviews with the press. The City of Lynnview publicity activities listed in this section are those the bidder should assume in developing proposal costs and participation.

2. Development of news releases regarding the recycling program for the media.

3. Prepare, print and distribute program information sheet explaining the recycling program method of collection, recyclables preparation and a program schedule for collection.

p) The work to be done shall include every other week collection of all recyclables designated by the City of Lynnview from all residential properties which receive municipal waste collection services. Recyclables shall be collected on one of the same days as municipal waste collection. The collection of these materials shall commence on the first regularly-scheduled day of municipal waste collection in July, 2018, and continue through the balance of the term of the contract. Recyclable materials collected by the Contractor must be processed at a recyclables processing/materials recovery facility which has all of the required permits issued by the appropriate authorities. The Contractor must notify the City of Lynnview in writing of any processing facility utilized prior to use.

q) All recyclable materials placed out for collection shall be owned by, and be the responsibility of the occupants of the residential properties (residents), until they are collected by the Contractor. The recyclable materials become the property and responsibility of the Contractor upon the Contractor's acceptance and collection of said items. If the Contractor determines that the recyclables set out by residents are unacceptable due to insufficient preparation of materials, it shall follow the rejection procedure described herein. In the event that improperly prepared materials are placed out for collection, the Contractor shall have the option to collect or to leave the items, and in any case shall leave a sticker or other form of notification approved by the City of Lynnview explaining the proper method of preparation of recyclable materials. (Notification shall take place on the day the items are rejected or the items shall be considered a missed collection).



If the Contractor elects to collect recyclable materials listed in Section 3.2 (c) above which are not properly prepared, the Contractor shall assume responsibility for any additional processing required to increase the marketability of those items.

r) Costs incidental to the processing and marketing of recyclables collected under this contract are the responsibility of the Contractor. The Contractor shall maintain for submission of the City of Lynnview accurate records, in a format as approved by the City of Lynnview, indicating the tonnage by type of the recyclables collected and delivered to the processing facility under this contract. These records shall be kept on a daily, weekly, cumulative monthly, and cumulative annual basis, and shall be submitted to the City of Lynnview.

s) The Contractor has the total responsibility of recyclables processing and marketing, and shall bear any and all costs incurred therewith regardless of cause. The Contractor retains all revenues from the sale on the recyclables which they collect in the City of Lynnview.

t) The Contractor shall utilize a facility and system for processing recyclable materials that can meet the criteria below:

1. The processing facility/system shall be capable of accepting the previously-described commingled recyclable materials and processing them to the degree necessary to be marketable.
2. The processing facility shall be operated in such a manner to comply with all local, state and federal requirements.

u) The Contractor shall be ultimately held responsible for establishing transportation and marketing arrangements for the materials collected in the City of Lynnview. The facility and equipment utilized for the collection and transport, processing, storage and transport of materials to markets may be owned, leased or contracted for by the Contractor or the market.

v) The Contractor shall be prohibited from disposal of the City of Lynnview's collected recyclable materials or processed recyclable materials at a landfill or other waste disposal facility without the prior written permission of the City of Lynnview. Violation of this contract provision will be cause for termination.

### **3.3 Work Stoppage**

A work stoppage by the Contractor's work force shall not be grounds for the Contractor to terminate this agreement. The Contractor will still be required to complete its obligation under this agreement, even if it is affected by a strike, job action or other disruptive labor activity. However, the City of Lynnview will not impose any penalty nor bring any action against the Contractor to perform the conditions of this contract for the first twenty-four (24) hours of any strike or job action should such strike or job action prevent the collection of municipal waste or recyclable materials by the Contractor during this initial twenty-four (24) hour period. All other rights, remedies and options available to the City of Lynnview under this contract shall remain unaltered by this Section.

### **3.4 Equipment**

- a) The Contractor shall furnish and maintain all trucks, labor, tools, machines, material and equipment necessary and required for the full, proper and efficient conduct of the work. All equipment shall be kept in good order and repair and must be subject to the approval of the City of Lynnview of at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Contractor.
- b) The Contractor shall keep all trucks and any other equipment used in the collection and removal of municipal waste and recyclables in good repair, well painted, numbered, thoroughly cleaned and disinfected with disinfectants furnished by the Contractor, at least once a week.
- c) All bidders must specify the number and type of all packer-type and recyclables collection truck bodies that will be used during the performance of the contract period. If such equipment is presently owned or leased, the Bidder shall supply detailed inventories including photographs of their equipment and all accessories by type, model, year of manufacture, and anticipated remaining useful life as of the date of the inventory sheet. All leased equipment shall be listed separately; the time remaining on each leased machine and options of renewal, where applicable, shall be stated. All new equipment to be acquired to accomplish this contract must be available upon the effective date of the commencement of operations. At the beginning of the contract period, at least one-third (1/3) of the collection vehicles should not be older than five (5) years. The Contractor must provide evidence of the City of Lynnview's satisfaction that any vehicle over five (5) years is acceptable. If equipment is to be purchased, then catalogs and descriptive material must be submitted in sufficient detail to satisfy this request.

### **3.5 Subcontract**

The Contractor shall not subcontract any portion of the work to be done hereto except upon the prior written consent of the City of Lynnview. Any approved subcontract shall not release the Contractor from its primary liability to perform all aspects of this contract.

BONDS AND INSURANCE

## **4.0 BONDS AND INSURANCE**

### **4.1 Bonds**

No bond requirements are issued for this proposal.

### **4.2 Insurance**

The Contractor shall maintain, during the life of this contract, at his own expense, the following policies of insurance described herein.

**4.2.1:** Comprehensive general liability insurance in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence with an aggregate of Three Million (\$3,000,000), combined single limit, including property damage and personal injury coverage, during the effective dates of this contract, or any renewal hereof, in order to protect and save the City of Lynnview harmless against any and all claims for damage to person, persons, or property arising from the collection, transport, or delivery of rubbish, garbage and recyclables.

**4.2.2:** Comprehensive automobile liability insurance with respect to both personal injuries and property damage in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence with an aggregate of Three Million (\$3,000,000), combined single limit, during the effective dates of this contract, or any renewal hereof.

**4.2.3:** Worker's Compensation insurance, including Occupational Disease and Employer's Liability Insurance, sufficient to cover all employees in its employ during the term of this contract or any renewal thereof. Statutory amounts and coverage should be as required by Kentucky Workmen's Compensation and Occupational Laws.

**4.2.4:** The agreement to be reached based on the bid shall, in all respects, be interpreted, construed, and governed by the laws of the Commonwealth of Kentucky. Further, Contractor agrees to comply with any and all State and Federal laws and statutes which have or may have any connection or application herewith, including but not limited to, Worker's Compensation, Social Security, Unemployment Compensation, and Prevailing Wage Laws.

**4.2.5:** All policies shall name City of Lynnview, their officers, agents, and employees as additional insurers. This coverage shall be reflected on the Certificates of Insurance.

**4.2.6:** All policies shall carry an endorsement to the effect that the insurance company will provide by certified mail, at least thirty (30) days to the effective date written notice to the City of Lynnview of any modifications, alterations, or cancellation of any such policy or policies or terms thereof.

**4.2.7:** The aforesaid policies of insurance, and any others which may be necessary to comply herewith, shall be maintained in amounts of coverage set forth above; shall be designed to protect City of Lynnview from all claims for damages, including wrongful death claims of any kind or nature whatsoever which may arise from the operation of the Contractor in the performance of this contract, whether such operations be controlled by the

Contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing the obligation incumbent upon the Contractor by the terms of the contract; and shall otherwise indemnify and hold said City of Lynnview harmless from all manner of claims and lawsuits; and shall provide at insurer's expense, all necessary legal aid, counsel, and representation.

**4.2.8:** All of the insurance policies herein mentioned shall be issued by an insurance company licensed and authorized to do business in the State of Kentucky and shall be obtained and properly endorsed before any operations of the Contractor are commenced with the City of Lynnview. Said policies shall remain in full force and effect until the expiration of the term of this contract or the completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall likewise deposit with the City of Lynnview Supervisors either the original policies of insurance mentioned or true copies thereof.

**4.2.9:** It shall be the responsibility of the Contractor, in obtaining the aforesaid insurance coverage, to obtain policies which shall protect the City of Lynnview from any and all claims whatsoever their nature, regardless of the derivation of said claims, and regardless of whether the same are directed toward recovery of damages for personal injuries, property damage, or other claim of damage, which may be incident to the same. This insurance coverage shall waive the governmental immunity, if any, of City of Lynnview, Kentucky, and shall extend to and include policies of liability insurance of all vehicles and equipment utilized or in any way connected with the services to be rendered by the Contractor pursuant to the terms of the contract.

#### **4.3 Indemnity by the Successful Contractor**

To the extent permitted by law, the contractor assumes entire responsibility and liability for losses, expenses, demands, and claims in connections with or arising from any injury, or alleged injury (including death) to any person, or damage, or alleged damage to property sustained or alleged to have been sustained in connection with or to have arisen from or resulting from the performance of operations by the contractor, and including losses, expenses, or damages sustained by the City of Lynnview, their agents, representative, and employees from any and all such losses, expenses, damages, demands, and claims and agrees to pay the cost to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, costs, and expenses in connection with or resulting therefrom.

#### **4.4 Policy Approvals**

The Contractor, before execution of this contract by the City of Lynnview, shall file with the City of Lynnview Mayor's office, for their approval, one copy of each and every insurance policy required by the terms of this contract.

**PAYMENTS AND INVOICING**

## **5.0 PAYMENTS AND INVOICING**

### **5.1 Payments and Invoicing**

The Contractor shall bill the City of Lynnview for service rendered within ten (10) days following the end of the month. Such billing shall include the following: certification that all facilities used by the Contractor for municipal waste disposal and recyclables processing are facilities with valid permits. Payment shall not be made unless all required documentation is submitted. The City of Lynnview shall pay the Contractor on or before the twenty fifth (25th) day following the submission of all required documentation and billing. For each and every nonperformance of the contract and requirements of the specifications, the sums designated below shall be deducted from the retainer out of any monies which may be due or become due to the Contractor under the provisions of the contract:

- a) Failure to clean up spilled municipal waste or recyclables and replace receptacles, the sum of One Hundred Dollars (\$100.00) for each offense will be paid to the City of Lynnview.
- b) Failure or neglect to clear and resolve collection complaints (where containers have been placed for collection prior to 6:00 A.M.) within the next scheduled working day is One Hundred Dollars (\$100.00) for each occurrence. However, in the event that a collection complaint (i.e., skipped trash or recycling collection) is repeated at the same address three or more times within the last 12-month period, the City of Lynnview may immediately impose a fine of One Hundred Dollars (\$100.00) for the third and subsequent complaints without allowing the Contractor the opportunity to avoid the fine by correcting the complaint within the next scheduled working day.
- c) Changing the day of collection without notifying the affected premises or the City of Lynnview is One Hundred Dollars (\$100.00) for each occurrence.
- d) Starting route collection before 6:00 a.m. is Five Hundred Dollars (\$500.00) for each occurrence.
- e) Failure to remove all municipal waste and recyclables by 4:00 p.m. without approval of the City of Lynnview - One Hundred Dollars (\$100.00) per occasion.
- f) Contractor will not be subject to deduct for non-performance under 5.1 paragraphs (a), (b), (c), (d) and (e) in the event of hurricane, flood, riot, or other disaster which might cause abnormal or additional debris.

g) Failure to implement disciplinary action toward any employees requested by a City of Lynnview Supervisor or designee due to one or more of the following offenses during working hours will result in a penalty of One Hundred Dollars (\$100.00):

- 1) intoxication
- 2) the use of loud, profane, vulgar, or obscene language
- 3) soliciting gratuities from the public for services
- 4) the refusal to collect or handle refuse as herein required
- 5) the wanton or malicious damage of containers or receptacles
- 6) the wanton or malicious scattering or spilling of refuse
- 7) any other willful disregard of safety or sanitary requirements
- 8) any act constituting a public nuisance or disorderly conduct

**5.2 Contact Person**

All inquiries regarding this Request for Proposal shall be written only. Such inquiries and future correspondence, including invoices, and contact regarding this contract and the work shall be directed to:

City of Lynnview  
Administrative Officer  
1241 Gilmore Lane  
Louisville, KY 40213



**AWARD CRITERIA**

## **6.0 AWARD CRITERIA**

Evaluation will include consideration of:

- Contractor's ability to meet the solid waste collection, delivery and disposal requirements (Section 3.1) and recycling collection, processing and marketing requirements (Section 3.2).
- Demonstrated capabilities of Contractor to provide waste collection and/or recycling services (Section 1.7).
- Financial capabilities of Contractor.
- Quoted Price.
- Terms and Conditions of contract, and risks and liabilities to be borne by the City of Lynnview.

The evaluation will be conducted by the Mayor, City of Lynnview, the City Council members, and its legal counsel, as well as any other consultant requested by the City of Lynnview.

FORMS

**PROPOSAL FORM**

**SIGNATURE PAGE**

City of Lynnview of BID NO.

DATE \_\_\_\_\_

**TO: CITY OF LYNNVIEW**

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment and services to furnish the requirements called for in the RFP, for the prices stated on the Proposal Form.

The Undersigned hereby certifies that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or on behalf of any person, firm or corporation not herein named, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

If awarded the Contract, the undersigned Contractor agrees to enter into and perform the contract and to execute and deliver the Contract Document, including the required Certificate of Insurance, to the City of Lynnview in accordance with all of the terms of this solicitation.

In submitting this proposal, it is understood that the City of Lynnview reserves the right to reject any or all proposals, to waive any informalities in any proposal or the solicitation process, and to negotiate any final contract provisions based on the proposals submitted.

In submitting this proposal, the undersigned agrees that no Price Proposal may be withdrawn for a period of 120 days after the date for receipt of proposal and that all Price Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the City of Lynnview.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Phone: \_\_\_\_\_

TRADING AND DOING BUSINESS AS (Check One)

[ ] Individual [ ] Partnership [ ] Corporation

Federal I.D.# \_\_\_\_\_ (or) Social Security # \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Affix Corporate (seal)

Date: \_\_\_\_\_ \$ \_\_\_\_\_

**PROPOSAL BOND**

No Bonding is required for this particular RFP

**PROPOSAL BID FOR  
CITY OF LYNNVIEW**

Under this Proposal, City of Lynnview's residential municipal waste shall be collected one time per week, delivered and disposed of at a Jefferson County approved facility. The City of Lynnview's residential recyclables shall be collected once every other week (on one of the same days as municipal waste collection), delivered to a processing center designated by the Contractor and marketed. Collection hours are 6:00 a.m. until the routes are completed, no later than 4:00 p.m., Monday through Friday.

---

36-Month Service

Residential Municipal Waste Collection/Delivery/Disposal to include both regular and yard waste

Residential Recyclables Collection/Processing/Marketing

1st 12 Months

2nd 12 Months

3rd 12 Months

Total

Year 1 Year 2 Year 3

Per residence disposal cost (1) furnished container \_\_\_\_\_  
(2) other containers \_\_\_\_\_

Per bag disposal cost \_\_\_\_\_

\*Attach Bulk Item disposal cost list for year 1, 2 and 3.

**DISCLAIMER STATEMENT**

The information contained in this Request for Proposals (RFP) has been prepared for the City of Lynnview by its consultants based, in part, on information provided to them by others, and such information is believed to be accurate and reliable. However, by its receipt of this RFP, the party whose name appears below remises, releases and forever discharges the City of Lynnview and its representatives (including staff and consultants and other professional advisors) from any and all claims which such person has, have or may hereafter have arising out of any information contained in this RFP. Any party who intends to submit a response to this RFP is specifically invited to independently verify the accuracy of the information contained herein.  
Signature of Authorized Representative of Contractor Date

\_\_\_\_\_  
Typed Name and Title \_\_\_\_\_



**CONTRACTOR'S QUALIFICATION STATEMENT CONCERNING  
EXPERIENCE AND THE FINANCIAL ABILITY OF**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_

Submitted for the purpose of presenting and submitting a bid for the collection and disposal of solid waste and the collection and marketing of recyclables in the City of Lynnview, in the County of Jefferson, for a period of thirty-six (36) months.

Explanatory

This questionnaire is to be completed by the Contractors desirous of submitting bids in connection with the collection, delivery and disposal of residential waste and collection, processing and marketing of recyclable materials in City of Lynnview, Kentucky. Each and every question contained herein must be answered, by giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

Qualifications of Bidders: After the bid opening,

City of Lynnview may make such investigations as it deems necessary to determine the ability of the bidders to perform the work, and the bidders shall furnish to the City of Lynnview all such information and data for the purpose as the City of Lynnview may request. The City of Lynnview reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City of Lynnview that such bidder is properly qualified and responsible to carry out the obligations of the contract and to complete the work contemplated therein.

If the space provided in this form to answer any questions is not large enough, the Contractor should add additional sheets.

1.  
a. How many years has your organization been in business as a contractor under your present name? \_\_\_\_\_

b. In what municipalities, or for what major clients (for the last five (5) years)?  
\_\_\_\_\_  
\_\_\_\_\_

2. Have you ever failed to complete any work awarded to you (within the last five (5) years)? If so, when, where, and why? \_\_\_\_\_  
\_\_\_\_\_

3.  
a. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name (within the last five (5) years): If so, when, where and why? \_\_\_\_\_  
\_\_\_\_\_

b. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract (within the last five (5) years)? If so, when, where, and why? \_\_\_\_\_  
\_\_\_\_\_

4. Have liens or lawsuits of any kind been filed against any of your contracts (within the last five (5) years)? Give full details. \_\_\_\_\_  
\_\_\_\_\_

5. If a corporation, state:  
a. Date when organized \_\_\_\_\_  
b. Under the laws of what state organized \_\_\_\_\_

c. Names and titles of officers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. No Bonding is required for this particular proposal.  
7. List any municipal waste collection and/or recyclables collection contracts which your organization has completed in the past three (3) years or is currently performing service for.

a. Name of Municipality \_\_\_\_\_

b. Approximate population served by you in said Municipality \_\_\_\_\_

c. Term of Contract: From \_\_\_\_\_ To \_\_\_\_\_

d. Were collections curbside? \_\_\_\_\_

e. Name, title, address, and telephone number of the municipal official in charge of collections and/or contract administration. \_\_\_\_\_  
\_\_\_\_\_

f. Explain why you did not complete the contract satisfactorily? \_\_\_\_\_  
\_\_\_\_\_

Fill in the same detailed information required above for each contract performed, or in process of execution, using extra sheets as needed.  
\_\_\_\_\_  
\_\_\_\_\_

g. Did you participate in public information and education during the term of the contract? If yes, describe involvement. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11  
8. State financial ability and your plans for financing this work if awarded this contract: \_\_\_\_\_  
\_\_\_\_\_

9. Who will supervise the work if the contract is awarded to you? Give name and title. \_\_\_\_\_

The foregoing is a true statement of facts, and I agree that if any statement is found to be incorrect or false then my bid will be subject to rejection by City of Lynnview.

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

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

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2000

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

**SCHEDULE A**

List below number and type of all trucks and equipment to be used under this contract, according to the specifications under Section 3.1 and any other equipment which may be used to service this contract. Indicate equipment that is owned by the bidder, and equipment that is leased by the bidder.

**SCHEDULE B**

List below places of recyclables storage/processing and recyclable marketing which will be used in fulfillment of specifications under Section 3.2. Include address, ownership, and recyclables handled. Attach letters of commitment.

**INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to a Kentucky Antibid-Rigging Act, 73 P.S. Section 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**NON-COLLUSION AFFIDAVIT**

Contract/Bid No.

State of \_\_\_\_\_ :

County of \_\_\_\_\_ :

I state that I am \_\_\_\_\_ of \_\_\_\_\_

(Title) (Name of firm or Corp.)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) \_\_\_\_\_, its affiliates,

(Name of firm)

subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction;

16 involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and  
(Name of firm)

acknowledges that the above representations are material and important, and will be relied on by City of Lynnview in awarding the contract(s) for which this bid is submitted. I understand and my firm understand that any misstatement in this affidavit is and shall be treated as fraudulent concealment from City of Lynnview of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

**SWORN TO AND SUBSCRIBED**

**BEFORE ME THIS \_\_\_\_\_ DAY**

**OF \_\_\_\_\_, 2000**

\_\_\_\_\_  
Notary Public My commission Expires