

1. GENERAL INFORMATION

1.1. Introduction

The City of Silver Grove, KY (hereinafter referred to as "The City") is soliciting competitive sealed proposals from qualified Contractors to provide weekly residential curbside refuse collection, [optional: recycling collection], and disposal services.

1.2. Background

The City of Silver Grove has a population of approximately 1,223. residents and includes approximately 496 residential dwelling units. Currently, waste collection is handled by Rumpke Waste & Recycling. The goal of this RFP is to secure a unified contract to ensure efficient, sanitary, and cost-effective waste removal for the community.

1.3. Schedule of Events

- **RFP Release Date:** March 16, 2026
- **Deadline for Questions:** April 21, 2026
- **Proposal Submission Deadline:** April 28, 2026, at 10:00 a.m.
- **Public Opening of Proposals:** April 28, 2026, at 10:00 a.m.
- **Anticipated Contract Award:** May 7, 2026
- **Service Start Date:** July 1, 2026

1.4 Term of Contract; Starting Date

The term of the contract shall be for five (5) consecutive years, with the option for a second contract period of five (5) consecutive years, to be exercised at the City's sole discretion, for a contract period not to exceed ten (10) years. The City's' current solid-waste removal contract terminates on June 30, 2026.

2. SCOPE OF WORK

2.1. Residential Refuse Collection

- **Frequency:** Curbside collection shall be performed once per week on a scheduled day approved by the City.
- **Containers:** The Contractor shall provide 1 65-gallon wheeled carts to all residential units. [Or specify if residents provide their own cans].
- **Placement:** Residents will place carts curbside by 6:00 AM on collection day.

- **Acceptable Waste:** Household garbage, food waste, and standard residential refuse.

2.2. Bulk Item Collection

- The Contractor shall provide the collection of bulk items (furniture, mattresses, appliances) once a year.
- Contractor must specify policies regarding Freon-containing appliances.

2.3. Recycling Services (Optional/If Applicable)

- Collection of single-stream recyclables (paper, plastic, glass, metal) shall be an optional service to be offered to residents
- Contractor must provide a separate cart for recycling.

2.4. Municipal Facilities

- The Contractor shall provide weekly collection for the Parks Garage Building (200 Oak St.), the Silver Grove City Building (308 Oak St.), and the Public Works Building (5011 Four Mile Rd.) at no additional cost.
- Contractor shall provide and regularly service a 40-yard roll-off dumpster for the City of Silver at the Parks Garage Building (200 Oak St.) 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 within 48 hours after it is first contacted by the City.

2.5. Route Management & Schedule

- Collection hours shall be between 6:00 a.m. and 4:00 p.m.
- The Contractor must submit a route map for approval.
- **Holidays:** The Contractor must define observed holidays and the protocol for makeup days (usually the following business day).

2.6. Customer Service

- The Contractor must maintain a local or toll-free customer service number operative during business hours.
- Complaints regarding missed pickups must be resolved within 24 hours.

2.7. Weather-Related Auxiliary Services

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3. Statement of Qualification:

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:

- Financial capacity to perform all phases of the work contained herein.
- Evidence that Contractor is in good standing in the Commonwealth of Kentucky and the City of Silver Grove. If the Contractor is a corporation, organized under the laws of any other State, evidence that the Contractor is licensed to do business in Kentucky, or a sworn statement that the Contractor will take all necessary action to become so licensed if its proposal is accepted.
- A concise company biography that supports that Contractor has the operating experience necessary to perform the services requested herein.
- 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.
- 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 which landfill will be used and the status of space availability and any pending permits for that landfill.
- A list of five 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.

4. 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.**"

Proposals shall consist of the following:

Table of Contents. Indicating the page where each section begins.

Company Overview. This section should detail relevant company information, including ownership, years of service, company size, and location. This section should also identify an authorized company representative who has authority to negotiate with the City on behalf of the company. Company representative information should include all relevant contract information (i.e. name, title, phone number, email address).

Qualifications & References. This section should clearly identify Contractor's qualifications to successfully perform the requested Scope of Work, including any work performed in Northern Kentucky municipalities. This section shall additionally detail the project management team, and any other personnel who will be integral to the project team working in the City. The Contractor should detail both company and team-specific qualifications. This section should also include references to other companies and/or public entities for which the Contractor provides similar services. Contractors should include five (5) relevant contact information for all other municipal accounts it services in the Greater Cincinnati/ Northern Kentucky area.

Proposal Response. This section should include the entirety of Contractor's Proposal, including a detailed description of the service plan, customer support structure, and available technology and reporting mechanisms. This section should specify how all requested specifications will be met and/or exceeded.

Contractors may detail more than one option of service that, at a minimum, fulfills the specifications requested. Responses should include an anticipated timeline for the migration of data and implementation of City services.

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 City of Silver Grove, Kentucky, is exempt from sales and use taxes as a certified governmental entity; our official tax exemption certificates can be provided upon request.**

Sample Contract Terms: The Contractor shall be required to include with its response a sample service contract, detailing its standard terms and conditions for the requested products and services outlined in this RFP.

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.

5. EVALUATION & AWARD PROCEDURES

5.1. Mandatory Criteria.

The City will only consider proposals from Contractors who:

- Can demonstrate a proven history of successfully and reliably providing similar services and products to similar entities.
- Are in good standing with the City.
- 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.

5.2. 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. 30 points
- Experience and Qualifications of Provider. 20 points
- Customer Service Structure. 20 points
- Designation of Requested Personnel. 10 points
- Approach to Work (daily operations). 10 points

Total Available Points 100 points

5.3. 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 Robert Yoder, Community and Economic Development Director, ryoder@cityofsilvergroveky.com.

All answered questions shall be made available via the City’s website at www.cityofsilvergroveky.com. It shall be Contractor’s obligation to reference the City’s website prior to the submission of a proposal.

5.4. 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.

5.5. 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 Silver Grove City Council.

6. GENERAL TERMS AND CONDITIONS

6.1. 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.

6.2. 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.

6.3. Revisions

If it becomes necessary to revise any part of this Request, a written addendum will be made available to the public via publication on the City's website, www.cityofsilvergroveky.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.

6.4. 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.

6.5. 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.

6.7. 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.

6.8. 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.

6.9. Insurance Requirements

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

Vehicle Liability

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

(2) Aggregate \$2,000,000

Workers' Compensation. Responses to this RFP will serve as an affirmation that the Contractor has complied with the Commonwealth of Kentucky's statutory requirements for Workers' Compensation Insurance, KRS Chapter 342.

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.

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.

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 Silver Grove City Clerk, PO Box 428., Silver Grove, KY. 41085

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:

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

6.11. 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.

6.12. Claims against the City

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

6.13. 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.

6.15. Competitive Negotiations

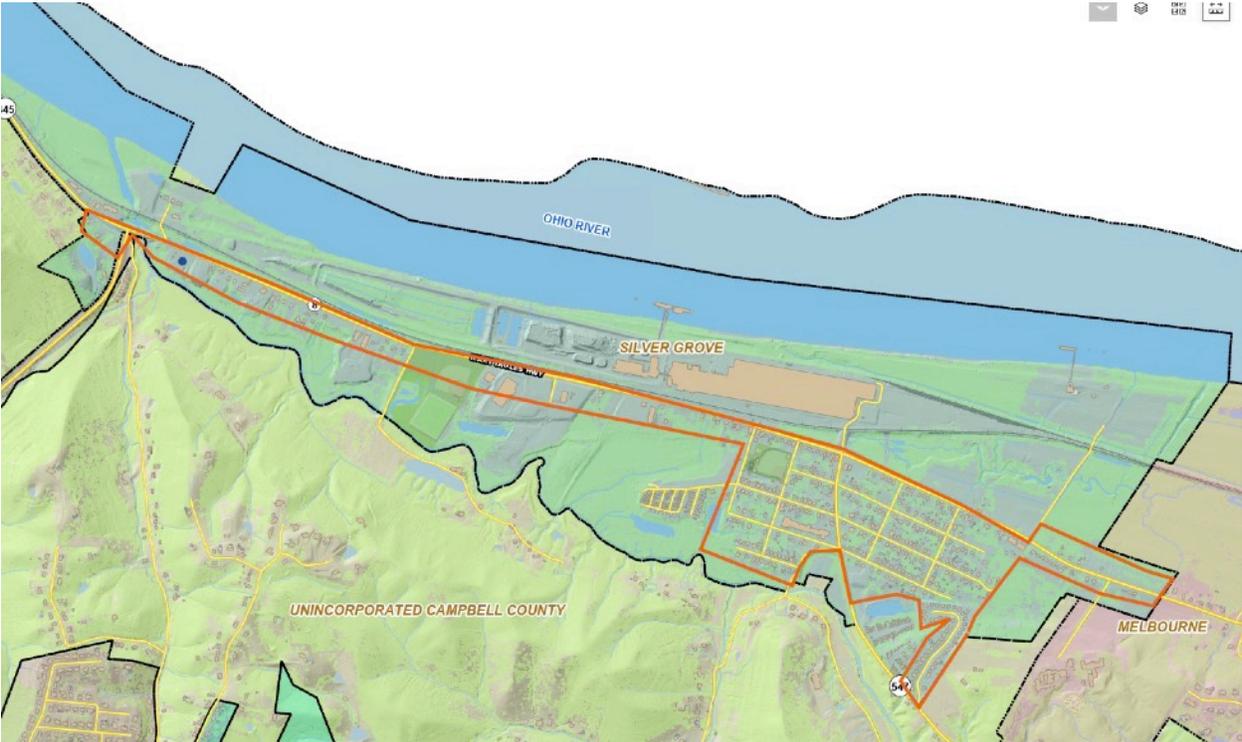
It is the intent of the City that this RFP is conducted according to the competitive negotiation procedures set forth in KRS 45A.370 to 45A.375. It shall be the Vendor's responsibility to advise the City if any language, requirements, etc. or any combination thereof inadvertently restricts or limits 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.

6.16. 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: Service Area Map



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 in accordance with the following schedule:

	Year 1: 2026-2027	Year 2: 2027-2028	Year 3: 2028-2029	Year 4: 2029-2030	Year 5 2029-2030
<i>Primary Services with Toters</i>					
Alternative Services:					
<i>Addition of Recycling for the city</i>					
	Year 6: 2030-2031	Year 7: 2031-2032	Year 8: 2032-2022	Year 9 2033-2034	Year 10 2034-2035
<i>Primary Services with Toters</i>					
Alternative Services:					
<i>Addition of Recycling for the city</i>					

ATTACHMENT C: 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: