



**DAVIESS COUNTY FISCAL COURT**

**ISSUED: 03-13-2024**

212 St. Ann Street, Room 202

Owensboro, KY 42303

(270)-685-8424

[www.daviessky.org](http://www.daviessky.org) County Government > Current Bid Documents

**REQUEST FOR PROPOSAL: SOILD WASTE OPERATIONS/WASTE TRASPORATION**

**OPENING: FRIDAY, APRIL 12, 2024 AT 4:30 PM**

**SCOPE**

**Daviess County Fiscal Court is seeking a qualified vendor to operate the public Solid Waste Transfer Station and Convenience Center in the City of Henderson, Kentucky and transport solid waste from there to the West Daviess County Landfill.**

**GENERAL COMPLIANCE**

NOTE TO PROPOSERS: Proposal submission does not constitute an agreement or a contract with Daviess County Fiscal Court.

**DEFINITIONS:**

- I. The term "County" means Owner and Daviess County, Kentucky and its designated representatives.
- II. The term "Vendor" means Supplier, Contractor, Proposer, Bidder, Participant and Seller and includes designated representatives.
- III. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Request for Proposal, Order.

NO RESPONSE: Proposers unable or unwilling to submit a Proposal should immediately return the "Proposer Response Form" only with "No Response" marked clearly on the outside of the envelope. Any Proposer not submitting a Proposal is encouraged to indicate the reason(s) for not participating.

ALTERNATE PROPOSALS: It is not the intention of the specifications contained herewith to eliminate any Proposer; however, quoted items must equal or exceed stated specifications.

INDICATION OF COMPLIANCE: The Proposer shall indicate compliance with either a "Yes" or a "No" for each item specification. Blank spaces shall be considered non-compliance. Any deviation from the specification or where submitted literature does not fully support meeting the specification(s) must be clearly cited on the attached page labeled "EXCEPTIONS TO PROPOSAL SPECIFICATIONS AND/OR COMMENTS." No deviation below "minimum" specifications will be accepted.

Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Daviess County Fiscal Court in better understanding and evaluating the Proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by the Request for Proposals (RFP) to be submitted with the Proposal.

At the time of submission, each Proposer will be presumed to have read the scope and be thoroughly familiar with the project plans and contract documents (including any and all addenda). The failure or omission of any Proposer to examine any form, instrument, or document shall in no way relieve any Proposer from any obligation with respect to this Proposal.

All Proposals and submitted information becomes the property of the Daviess County Fiscal Court and will not be returned to the Proposer.

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PROPOSAL SUBMISSION: All pages of the original signed hardcopy shall be initialed in ink on the lower right-hand corner. Typed quotation sheets are preferred; however, if hand written, the sheets must be legible and in ink. Any pricing information that is illegible may result in the rejection of the Proposal. The Proposer must submit one original signed hardcopy. This must be sealed in a container with the project name, the Proposer's name, and the opening date clearly marked on the outside of the container. The Proposal shall be addressed and delivered to Daviess County Fiscal Court, Attention: Purchasing, 212 St. Ann Street, Room 202, Owensboro, KY 42303 prior to Proposal opening.

ANY PROPOSALS NOT RECEIVED PRIOR TO THE SCHEDULED OPENING DATE AND TIME WILL BE REJECTED.

FAILURE TO SUBMIT REQUIRED DOCUMENTATION: Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

LIABILITY: Daviess County Fiscal Court is not liable for any expenses incurred during the preparation of Proposals.

KENTUCKY OPEN RECORDS LAW: At the time a Proposal is submitted to the County, Proposer shall identify any information that is submitted as part of the Proposal that is proprietary or confidential in nature and not subject to release for public inspection. The County will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

NEW GOODS, FRESH STOCK: Unless otherwise specifically stated, all Contractors shall provide new commodities, fresh stock, latest model, design or package.

COMPLIANCE WITH LAWS AND REGULATIONS: Each Proposer shall comply with all Federal, State & Local regulations concerning this type of service.

METHOD OF AWARD: This Proposal will be evaluated on the evaluation criteria established in the Proposal specification and awarded based on the best evaluated Proposal.

The County reserves the right to reject any and all Proposals or parts thereof, and to waive any irregularities in said Proposals. The right is reserved to award Proposal based on the best interest and/or what is most advantageous to the County. The County also reserves the right to consider as a part of the Proposal evaluation the stated warranty, stated delivery schedule and payment terms. Award will be made, according to the opinion of the Daviess County Fiscal Court, to the best evaluated Proposal.

PRICING: All prices shall be quoted exclusive of any taxes. Daviess County Fiscal Court is exempt from Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to the County from a supplier/manufacturer are exempt from sales tax. Any items purchased by a Contractor that will be used in the fulfillment of a Contract are not exempt from sales tax.

In case of a discrepancy in the extension of a unit price, the unit price shall govern the total price.

Proposers must provide manufacturer's product literature if available and appropriate with the Proposal submission.

Proposals shall remain firm and open to acceptance by Daviess County Fiscal Court for a minimum period of sixty (60) days after the Proposal opening. If the initial period has expired Daviess County Fiscal Court may request a letter from Proposer asking to extend the acceptance period.

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**DELIVERY SCHEDULE:** Delivery date shall be specified on each item quoted. The Vendor will be expected to fulfill the delivery as specified.

**PAYMENT:** The Proposal must clearly state the payment terms, including prompt payment discounts and payment due dates. Discounts should be figured into the unit price of the quoted item. Daviess County Fiscal Court reserves the right to select the most beneficial terms.

**DEFAULT; TERMINATION OF CONTRACT:** In the event that any provisions of this Contract are violated by the Proposer such breach shall constitute a default. In the event of a default, the Owner may serve written notice upon the Proposer of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Proposer, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

The County shall be authorized to terminate for its own convenience all contracts for the procurement of supplies and services when the Department Head determines in writing that such termination will be in the best interest of the County.

**SAFETY:** The successful Proposer must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA and Daviess County Fiscal Court, and may be required to provide safety equipment. If, in the opinion of the County, safety precautions are not in existence, work will cease immediately until corrective action is taken. Work will begin again only when Vendor demonstrates to the satisfaction of the County that conditions are without risk.

**INSURANCE REQUIREMENTS:** Where applicable, the Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Kentucky or in the state where the Vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any Contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Kentucky, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided and will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contractor is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its forces as enumerated above. All policies must name the County as an additional insured. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Daviess County, Kentucky and the same shall be incorporated into any Contract agreed to by the parties.

WHERE APPLICABLE, THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE BE PROVIDED WITH EACH BID. DAVIESS COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

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- I. **Comprehensive General Liability Insurance:** The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of this insurance shall not be less than:
  - \$1,000,000 Each Occurrence Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Products – Completed Operations Aggregate Limit
  - \$1,000,000 General Aggregate Limit (Other than Products-Completed Operations)
  
- II. **Workers Compensation Insurance:** The Vendor/Contractor or his sub-contractor or contractors shall maintain and keep in force of this Contract such Workers Compensation insurance limits as required by the statutes of the State of Kentucky and Employer's Liability with limits no less than the Kentucky Workers Compensation statutory limits.
  
- III. **Professional Liability Insurance:** Where applicable, the Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000. Should any work be subcontracted, these limits will also apply.

**HOLD HARMLESS AGREEMENT:** The Proposer covenants to save, defend, keep harmless, and indemnify Daviess County Fiscal Court and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fine, penalties, and costs including court costs and attorney's fees, charges, liability, and exposure however caused resulting from, arising out of, or in any way connected with the Proposer's negligent performance or non-performance of the terms of the Contract.

**CHOICE OF LAW:** This Proposal and Contract shall be governed and interpreted according to the laws of the State of Kentucky. Venue for any court action shall be in Daviess County, Kentucky.

**CONTRACTOR STATUS:** Proposer understand and agrees that its employees, agents, or subcontractors are not employees of Daviess County Fiscal Court for any purpose whatsoever.

**PROPOSER'S QUALIFICATIONS:** Proposer must demonstrate to the satisfaction of Daviess County Fiscal Court that he/she has adequate equipment, personnel, experience and understanding of the specifications to perform service under the Contract.

No Contract will be awarded to any Proposer who, in the opinion of the County, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the Contract.

Successful Proposer must comply with the Daviess County Fiscal Court ordinances relating to Occupational License Fees, Business Licenses, payroll and net profits and any other ordinances which may apply to the Proposal package.

**EQUAL OPPORTUNITY STATUTES:** Daviess County Fiscal Court is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical

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or mental disability, or any other characteristic protected by law. The County is also committed to employing only United States citizens and aliens who are authorized to work in the United States. The County complies with the Immigration Reform and Control Act of 1986. Therefore, the successful Proposer must demonstrate to the satisfaction of the County that he/she also conforms to all Federal, State, and Local Equal Opportunity statutes. Further, the Contractor will reimburse the Daviess County Fiscal Court for any damages incurred due to any violation of the above- mentioned statutes by the Contractor while under Contract to the County.

"OR EQUAL" CLAUSE: Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Owner of equal substance and function.

AMBIGUITY, CONFLICT OR OTHER ERRORS IN RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other such error in the RFP, he/she shall immediately notify the Daviess County Fiscal Court of such error in writing and request modification or clarification of the document if allowable by Daviess County Fiscal Court.

**ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the plans, specifications or other pre-proposal documents will be made to any Proposer orally.**

Every request for such interpretation should be in writing addressed to Daviess County Fiscal Court, 212 St. Ann Street, Room 202, Owensboro, KY 42303 by **4:30 PM on Friday, March 22, 2024**. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the specifications which, if issued, will be emailed to prospective Proposers and posted to the County's website: [www.daviessky.org](http://www.daviessky.org). Any Addenda by the County shall be made no later than April 5, 2024. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his/her Proposal as submitted. All addendums so issued shall become part of the contract documents.

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GENERAL REQUIREMENTS

Daviess County Fiscal Court is seeking a qualified vendor to operate the public Solid Waste Transfer Station and Convenience Center located at 790 Wolf Hill Boulevard in the City of Henderson, Kentucky and transport solid waste from the Convenience Center to the West Daviess County Landfill. **A mandatory Pre-Proposal meeting will be held on March 20, 2024 at 11 AM at the Henderson Transfer Station.**

PROPOSAL SUBMISSION

The Proposer must submit one original signed hardcopy.

SUBMISSION REQUIREMENTS

Proposers shall include their qualifications using the following format:

- 1. Cover Page** with company name, address and telephone numbers.
- 2. Cover Letter** which includes a summary of the Proposer's ability to perform the services and enter into a Contract with the County. The cover letter must be signed by a person having the authority to commit the agency to a Contract.
- 3. Qualifications and Experience**
  - a. Provide a brief history of your company, including organizations of the company and any mergers and acquisitions.
  - b. Describe the experience of your company in providing solid waste operations/transportation of solid waste.
  - c. Provide three (3) municipal references for which your company had provided solid waste operations/transportation of solid waste.
  - d. Provide all required bonds, licenses, or certificates of insurance. Failure to include these documents may result in the immediate rejection of Proposal.
- 4. Scope of Services** which shall state within their Proposal how their services meet the requirements stated in the Specifications section below.
- 5. Cost** which can be of the options listed below:
  - a. Option A: Monthly Fee for Transfer Stations and Convenience Center Operations & Maintenance **ONLY**.
  - b. Option B: Per Ton Fee for Transportation from Transfer Stations to Landfill (34 miles One Way) **ONLY**.
  - c. Option C: Monthly Fee for Transfer Stations and Convenience Center Operations & Maintenance **AND** Per Ton Fee for Transportation from Transfer Stations to Landfill (34 miles One Way).
  - d. Option D: Monthly Fee for Transfer Stations, Scale, and Convenience Center Operations and Maintenance **AND** Per Ton Fee for Transportation from Transfer Stations to Landfill (34 miles One Way).
- 6. Additional Requested Information**
  - a. Please disclose any criminal investigation, indictment, prosecution, or other proceeding that has been brought against your company within the last ten (10) years (provide attachment if necessary). Also describe any civil litigation pending or concluded within the last five years against your company that may impair the firm's ability to provide the requested services (provide attachment if necessary).

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- b. Disclose any potential conflicts of interest with representing the Daviess County Fiscal Court for the requested services, including any potential conflicts of interest of employees assigned to this project. Daviess County Fiscal Court reserves the unqualified right to disqualify a company or cancel any Contract for any potential conflict of interest issues raised initially and/or during the contract period.

SPECIFICATIONS

Daviess County Fiscal Court is seeking a qualified vendor to operate the Public Solid Waste Transfer Station and Convenience Center located at 790 Wolf Hill Boulevard in the City of Henderson, Kentucky and transport solid waste from the Convenience Center to the West Daviess County Landfill. **A mandatory Pre-Proposal meeting will be held on March 20, 2024 at 11 AM at the Henderson Transfer Station.**

**About the Henderson County Transfer Station**

The Henderson Transfer Station [HTS] is located at 790 Wolf Hills Boulevard, Henderson, KY 42420 just north of Audubon State Park in the City of Henderson and is owned by the City of Henderson (City). The facility includes one scale and scale house, a citizens drop off area, a building with an enclosed tip floor and a grade separation where transfer trailers can be loaded from the tip floor, and an unenclosed Construction and Demolition Debris Pad with grade separation. The HTS has received an average of approximately 45,000 tons of Municipal Solid Waste (MSW) per year and an average of approximately 12,000 tons of Construction and Demolition Debris (CDD). The County can make no guarantees and representations that the current estimated annual tonnages would continue in the future.

**Services**

- I. The successful Proposer shall be responsible for all aspects of the work specified herein for the operation of the Solid Waste Transfer Station and Convenience Center in the City of Henderson and/or for the transportation of solid waste from the transfer station to West Daviess County Landfill. The service shall include but is not limited to:
- The acceptance of municipal solid waste, construction and demolition debris, and other acceptable materials as set forth in the Operating Permit.
  - The successful Proposer shall also be responsible for the removal of unacceptable materials, to include but not limited to, waste tires received and not allow unacceptable materials to be deposited at the HTS.
  - The successful Proposer shall also keep the road immediately in front of the Transfer Station and the Transfer station property free from litter and debris as required by state regulations and best management practices.
  - The successful Proposer shall be responsible for the dumping of the Convenience Center containers on the tip floor.
  - The successful Proposer shall be responsible for the maintenance and repair of the Transfer Station and Convenience Center.
  - The successful Proposer shall have a minimum load of 19 tons of MSW and 15 tons of CDD on trailers from HTS to the West Daviess County Landfill.

The successful Proposer shall use standard industry practices to endeavor to detect and discover unpermitted material and shall not knowingly accept unpermitted or unacceptable material at the HTS. The successful Proposer shall comply with the inspection procedures contained in its permit requirements, or future requirements as required by governing bodies. This includes the removal of tires from the waste mass to be placed in an on-site roll off container (or other approved storage) and transported at the successful Proposer's expense to be disposed of (disposal costs to be provided by City of Henderson).

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The successful Proposer shall provide and maintain necessary signage and sufficient personnel to assist customers to proper unloading areas to ensure safe efficient disposal. The successful Proposer shall provide and maintain signs for the convenience of vehicles using the HTS so that vehicles travel, queue, unload, exit in a safe and timely manner. The successful Proposer shall operate the facility using best management and operating practices to facilitate the safe and efficient traffic flow at the HTS to ensure that no vehicles queue on public streets in the normal course of business or that scale in/out times are over 25 minutes. Should conditions arise that create an unsafe environment at the HTS, the successful Proposer will immediately isolate these conditions from the public and notify the County.

The service shall include but not be limited to the provision of and payment for all necessary equipment, supplies, tools, fuel, fuel surcharges, taxes, fees, utilities, tolls, insurance, inspections, certifications, licensing, permits and permit fees, fines, penalties or other charges for violations of any form, maintenance of all equipment, maintenance, upkeep and repair of the City owned buildings, maintenance contracts, service contracts, and any and all other items necessary to satisfactorily complete all the requirements herein.

### **Construction & Demolition Debris and Municipal Solid Waste**

The successful Proposer shall keep Construction and Demolition Debris (CDD) and Municipal Solid Waste (MSW) segregated. CDD material shall be placed in its own trailer and delivered to the Residual Landfill at the West Daviess County Landfill. MSW shall be placed in its own trailer and delivered to the Contained Landfill at the West Daviess County Landfill. The successful Proposer shall be responsible for providing equipment for the loading of CDD from pad to trailers.

### **Scale House Operations & Reporting**

For bid Option D, the scale house at HTS's entrance shall serve as the location for weighing vehicles and charging Disposal fees as set by the City of Henderson. Scale house personnel shall be responsible for visually inspecting the waste delivered and ensure proper customer identification for loads delivered to HTS. Successful Proposer shall weigh and record inbound weights into the City of Henderson provided record collection software of all vehicles when the vehicles arrive at the HTS and charge or collect appropriate payment. In addition, the successful Proposer shall weigh and record outbound weights of such vehicles for which there is no tare weight information. Selected successful Proposer shall provide each driver with a receipt showing the date, time, and quantity and type of waste delivered to the HTS and the Disposal fee charged for such material. The scale house operator shall compile copies of the information which typically include for each transaction, documentation of the Disposal fee charged, weight of vehicle, vehicle identification number, customer account, material type, vehicle type, and origin of collected material and reconcile payments collected. County will provide the scale program to be utilized by the successful Proposer.

### **Operating Equipment**

It shall be the sole responsibility of the successful Proposer to provide, operate and maintain all the equipment and vehicles necessary to complete the work specified under this bid. In regards to the operations and maintenance of the transfer station and Convenience Center at a minimum a back hoe and roll-off truck will be necessary. The county, at its discretion, may lease the successful Proposer a roll-off truck to be used only at HTS. Containers for the Convenience Center will be provided, but their repair and replacement shall be the responsibility of the successful Proposer. The loading equipment shall be rubber tired and have rubber or plastic edge protectors, or other approved coverings, on implements that contact the tipping-floor surface to minimize damage. In regards to the transportation of solid waste, the successful Proposer shall be available to transport solid waste collected at the transfer station Monday through Saturday on a regular schedule. The walking floor trailers must be between 45 and 53 feet in length and 96 inches in width and designed for the transportation of up to 23 tons of solid waste per trailer. All trailers provided by the successful Proposer shall be kept in good repair and appearance and shall be so contained, tied or enclosed that leaking, spilling and blowing wastes are prevented. **All loads**



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shall be tarped and fully covered. If County notifies the successful Proposer that a trailer's tarp needs repair, the successful Proposer shall remove the trailer from service until repair is made. The successful Proposer shall, on the rear of each trailer that delivers waste to the West Daviess County Landfill, place a sign with trailer number and Daviess County Fiscal Court's phone number in print large enough to enable other motorists to notify if trash is escaping from the trailers.

**City Owned Transfer Station Building**

The successful Proposer shall be responsible for all necessary maintenance, upkeep and repair of the City owned building. The successful Proposer shall be responsible for all direct and indirect costs associated with the service(s). Any damages resulting from the operation of all aspects of the facility and its assets will be the sole responsibility of the successful Proposer to return the facility to pre-existing condition. The City of Henderson, Daviess County and successful Proposer will, prior to the contract start, establish the condition of the facility. The City and County retain the right to inspect the facility periodically. Any deficiencies discovered during the inspection shall be noted in writing to the successful Proposer. Any repairs or maintenance performed will be completed using commonly accepted and approved construction methods to ensure continuing compliance and safety that conforms to OSHA and Kentucky building code standards.

**Record Keeping and Reporting and Reporting to the County**

The successful Proposer shall be responsible for keeping all necessary records, compliance with all applicable laws, rules and regulations, and regulatory reporting and interaction and response to all regulatory matters. All such records shall be made available to the County and City for review at any time. The successful Proposer shall submit written quarterly and annual reports to the County summarizing all such activities.

**Days and Hours of Operation**

The successful Proposer shall be required to have the transfer station open for receipt of waste Monday through Saturday from 7:00 am– 3:30 pm local time for 52 weeks each year. The transfer station may be closed only for Holidays observed by the City of Henderson and/or Daviess County as approved. In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, it may require the successful Proposer to extend the hours of operation to accept materials. However, the successful Proposer shall not be required to extend the hours of operation to the extent that such extension would cause successful Proposer to violate its permit(s).

**Complaint Response Procedure**

The successful Proposer shall be responsible for developing and implementing a complaint response procedure which shall include at a minimum:

- A written plan to receive complaints by phone, email, or in person specifying a point of contact by phone and email to file a complaint, as well as a contact for a complaint during non-operating hours.
- A written log of every complaint received.
- A written log of every complaint response.
- Inclusion of the complaint and response logs in the quarterly and annual reports to the County.

**Regulatory Compliance**

The successful Proposer shall be solely and totally responsible for compliance with all applicable laws, rules and regulations, for compiling all necessary records and reports, and for all necessary interaction with regulatory agencies. The successful Proposer shall report any Notices of Violations (NOVs) received by state inspectors to the Daviess County Fiscal Court and the City of Henderson with a corrective plan within five (5) working days of the receipt of the violation.

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The Proposer shall include all costs associated with complying with all Federal and State statutes, and State, County, and City ordinances concerning public health, safety and environmental issues and all laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the disposition and transportation of municipal solid waste, Recyclable Materials, or Construction and Demolition Debris that are delivered to HTS. Should, at any time under the successful Proposer's operation of the HTS, should fees, penalties, or any other costs be enforced or incurred due to the lack of operational oversight or failure of scope of duties listed herein the successful Proposer shall be responsible for 100% these costs at their sole expense.

### **Tipping Fees**

The City shall be solely responsible for establishing the tipping fees for all waste accepted at the transfer station.

### **Fuel Surcharges**

A fuel 'surcharge' may be applied by the successful Proposer when the cost of fuel exceeds a set trigger point, the base fuel rate. When determining whether a surcharge will be acceptable, the successful Proposer will use the U.S. Energy information administration U.S. On-Highway Diesel Fuel Prices (dollars per gallon), as reported within the week service is provided, for the [Midwest \(PADD2\)](#) region. In the event the U.S. Energy information administration stops publishing the weekly data for U.S. On-Highway Diesel Fuel Prices the parties hereto shall by agreement of the county and the successful Proposer substitute another equally authoritative measure of the change in U.S. On-Highway Diesel Fuel Prices. For disruption events in the common travel route from HTS to the Daviess County Landfill lasting longer than 30 days, the successful Proposer may request a recalculation of the surcharge as it relates to the round-trip mileage. When the cost of On-Highway Diesel Fuel, as measured below, exceeds the base rate, the successful Proposer may apply a fuel surcharge as calculated by the following methodology:

**$(\text{Loaded Trips} \times (\text{Round Trip Mileage} / \text{Average Fuel Economy})) \times (\text{PADD Fuel Price} - \text{Base Fuel Cost})$**

For the purposes of this Proposal the following are definitions for the above calculations:

**Loaded Trips** = Deliveries of waste loaded trailers to the Daviess County Landfill from the HTS.

**Round Trip Mileage** = 67 miles (for the common travel route from HTS to Daviess County Landfill and return).

**Average Fuel Economy** = Proposer to define fuel economy of equipment in Proposal.

**PADD Fuel** = the definition as described above for On-Highway Diesel for Midwest PADD2

**Base Fuel** = \$ 2.75 per gallon

\*\*This fuel surcharge is a separate reimbursable item from the Options of the Proposal form that should be surcharged utilizing provided methodology, or any exceptions noted in Proposer's submittal.

### **Consumer Price Index (CPI)**

Prices submitted on the Proposal form are to remain firm through the term of service with allowance for price adjustments each renewal period. The successful Proposer must request price adjustments, in writing, 30 days prior to the renewal date. Price adjustments, if included in bid Proposal, are allowed to be made in accordance with the Producer Price Index by Industry in increments of up to (100%) of: Solid Waste Collection: Solid Waste Collection Services (PCU5621115621112), as published by the Bureau of Labor Statistics, U. S. Department of Labor (1993=100). Adjustments should be implemented utilizing provided methodology, between the Annual Average (January-December) index in the year immediately preceding the year in which rates are being changed and Annual Average index twelve months earlier. Notwithstanding the maximum increase or decrease in rates in any year will be three percent (3%), regardless of the amount by which the CPI has increased or decreased during the twelve (12) month period described above, or any exceptions to the prescribed methodology clearly noted in Proposers

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Proposal In the event the Bureau of Labor Statistics stops publishing the PPI for Solid Waste Collection Services, the parties hereto shall by agreement of the county and the successful Proposer substitute another equally authoritative measure of the change in purchasing power of the U.S. dollar.

### **Assignment or Subletting**

Neither the Contract nor any of the payments to become due under it shall be assigned in whole or in part by the Contractor, nor shall any part of the work be sublet by the Contractor, without the prior written consent of the County. Such consent shall not relieve the Contractor from full responsibility or liability for the work and for the due performance of all terms and conditions of the Contract.

### **Licenses and Taxes**

The Contractor shall obtain all licenses and permits required by the City of Henderson, Daviess County, the Commonwealth of Kentucky, and the U.S government and promptly pay all taxes required by the federal, state, city and/or county authorities. The successful Proposer must furnish a City of Henderson Business License and a Daviess County Business License prior to the start of work.

### **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the successful Proposer agrees that, during performance of this Agreement, the Proposer, for themselves, their assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, the successful Proposer agrees to comply with all applicable implementing regulations and shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

### **Mandatory Pre-Proposal Meeting & Sites Visit**

All prospective Proposers shall be required to have an authorized individual attend the Pre-Proposal Meeting and Visit the transfer station. The meeting will start at 11:00 A.M. local time on March 20, 2024 at the City of Henderson Transfer Station. Before submitting the Proposal, each proposer is encouraged to inspect the area of the proposed service to arrive at a clear understanding of the conditions under which the work is to be done.

### **Proposer's Due Diligence**

It shall be the sole responsibility of each prospective Proposer to complete whatever research and investigation they deem necessary or desirable related to the transfer station. No information contained herein, nor any information provided by or available from the City and County, shall relieve any Proposer from any risk or from fulfilling all the requirements set forth herein.

Information given in the Request for Proposals relating to existing conditions is from the best information available. All such information on existing conditions is furnished only for the information and convenience of the proposer, and the proposer should use his/her own judgment and prerogatives in evaluating, checking and verifying the information provided.

### **Proposer's Costs**

Any and all costs incurred for the preparation of a Proposal, including but not limited to attendance at meetings, site visits, preparation of costs estimates, preparation of engineering evaluations, phone calls, consultation with regulators, completion of Proposal forms, and any and all matters related to the submission of a Proposal shall be the sole responsibility of the prospective respondent. The County accepts no responsibility in this regard.

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**Performance and Payment Bond**

The successful Proposer shall furnish a Performance Bond for \$250,000.00 as security for the faithful performance of the Proposer's obligations. The successful Proposer must furnish the Performance Bond prior to the start of work and operations to fulfill the terms of this Contract.

**Term**

The term of service shall be one year from June 1<sup>st</sup>, 2024 through May 31<sup>st</sup>, 2025. The Contract may be renewed, at the sole discretion of the County, once for an additional five (5) year period. Renewal after the initial one-year term will be dependent upon non-performance or if Daviess County no longer services the Henderson Transfer Station. Price increases during renewal period will be based on the CPI found on page 10 of this Request for Proposal.

**Contract Termination**

- I. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever the County shall determine that such termination is in the best interest of the County with a thirty (30) day written notice. The Vendor may only terminate the Contract with consent of the County in writing, and must give the County a six (6) month written notice to request termination of the Contract. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- II. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, the County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- III. Default: The County may terminate the whole Contract or any part in either of the following circumstances:
  - A. If Supplier fails to deliver the items required by the Contract within the time specified; or
  - B. If Supplier fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of the Contract in accordance with its terms. In the event of termination under subparagraph B, the County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of the County provided in subparagraph B shall be in addition to any other rights provided by law or the Contract.
  - C. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the Supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

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PROPOSER RESPONSE FORM

PROPOSAL OPTION: \_\_\_\_\_

PROPOSAL AMOUNT: \$ \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME (Type or Print): \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

\* Authorized Signature: \_\_\_\_\_

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

\* Signature certifies the proposed solution and services meet all requirements outlined in this proposal and the vendor will comply with all specified requirements unless exceptions are noted below.

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Proposer Acknowledges receipt of Addendum as noted: (mark N/A if none)

- # \_\_\_\_\_ Dated \_\_\_\_\_
- # \_\_\_\_\_ Dated \_\_\_\_\_
- # \_\_\_\_\_ Dated \_\_\_\_\_
- # \_\_\_\_\_ Dated \_\_\_\_\_



REQUEST FOR PROPOSAL  
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CHECKLIST FOR REQUIREMENTS

\*\*Initial " \_\_\_\_\_ " for all below as indicated or Proposal may be rejected.\*\*

- \_\_\_\_\_ Proposer received and understands the Request for Proposals Package and Specifications.
- \_\_\_\_\_ Cover Page attached.
- \_\_\_\_\_ Cover Letter attached.
- \_\_\_\_\_ Qualifications, Experience, and References attached.
- \_\_\_\_\_ Scope of Services.
- \_\_\_\_\_ Fee Proposals attached.
- \_\_\_\_\_ Implementation Schedule attached.
- \_\_\_\_\_ Additional Requested Information attached (IF APPLICABLE).
- \_\_\_\_\_ PROPOSER RESPONSE FORM completed and attached.
- \_\_\_\_\_ EXCEPTIONS TO SPECIFICATIONS AND/OR COMMENTS completed and attached (IF APPLICABLE)