

ORDINANCE NUMBER 676

AN ORDINANCE AUTHORIZING BIDS FOR THE FRANCHISE FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL AND COMMERCIAL TRASH AND REFUSE OF THE RESIDENTS OF WICKLIFFE, KENTUCKY

WHEREAS, the City of Wickliffe, Kentucky passed Ordinance No. 624 on or about October 6, 2015 creating an exclusive franchise for the collection and disposal of municipal solid waste;

WHEREAS, Ordinance No. 624 included a request for proposal (RFP) that was published for bids in accordance with Section 164 of the Constitution of the Commonwealth of Kentucky;

WHEREAS, the most recent award of said franchise has expired, but the need for the service remains; and

WHEREAS, for the reasons set forth above, the City Council of the City of Wickliffe, Kentucky finds that it is in the City’s best interest that this Ordinance be and hereby is adopted.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF WICKLIFFE, KENTUCKY as follows:

Section 1. The Request for Proposal (RFP) that was attached and referenced in Section 1 of Ordinance 624 is replaced and substituted with the attached RFP

Section 2. The Mayor is authorized, after informing the counsel in a public meeting, by executive order to publish subsequent RFPs at the conclusion or termination of any award of the franchise established by Ordinance 624. Any award from any bids/proposals shall be made only upon action by the Council.

APPROVED:/s/ Lynn W. Lane,Mayor
ATTEST:/s/ Bethany Cain, City Clerk

Passed on 1st reading the 14th day of April 2026.
Approved on the 2nd reading the 12th day of May 2026.
Approved on the 3rd reading the 16th day of June 2026.
Published in the Advance Yeoman on June 26, 2026.

REQUEST FOR PROPOSALS (RFP) MUNICIPAL TRASH AND REFUSE COLLECTION
CITY OF WICKLIFFE, KENTUCKY

SECTION 1: INTRODUCTION
The City of Wickliffe (hereinafter “City”) is soliciting proposals from qualified contractors for the provision of trash/refuse collection services for single-family residential and commercial clients. Proposals will be accepted for franchise with a five (5) year term. The scope of service shall be for 471 city and county residents. Proposals shall include a flat monthly rate for the contract including all fees, disposal taxes or surcharges. The City will bill all residential and commercial clients on their monthly water bill, which will include the City’s fee. All collections shall be made at the curb or street front of residential clients and at the designated dumpster location of all commercial clients, once per week on a regularly scheduled basis. Any person determined by a primary care provider to be disabled or incapacitated shall receive special services with no extra charge, and the City will provide a list of such addresses. Residential clients will receive one 90-gallon container and may receive an additional 90-gallon container at no charge. Containers and dumpsters shall be delivered at no additional charge. Included as a term and condition of the franchise shall be the provision of four 30-yard dumpsters for spring clean-up and one 30-yard dumpster for the Harvest Festival each year. Dumpster and trash service at all City locations should be at no cost.

SECTION 2: RESERVATION OF RIGHTS
This RFP is a solicitation and not an offer to contract. The City reserves the right to reject any and all bid proposals. The City further reserves the right to issue clarifications and other directives concerning this RFP to require clarification or further information with respect to any proposal, and to determine the final terms of any contract. Acceptance of any proposal will be based upon factors including, but not limited to, the following: cost for service; completeness of proposal; thoroughness of information provided; customer service standards; value of added services; and successful contractor performance with waste collection systems similar to a scale described herein.

SECTION 3: BASIS OF PROPOSAL
Proposals submitted must include, by paragraphs numbered, basic information addressing the following:

- 3.1 *Pricing.* The contractor shall provide pricing and charges for weekly trash removal for one residential 90-gallon container (included in this rate is an additional residential 90-gallon container at no cost). Further, the contractor shall provide a list of commercial dumpsters itemizing their pricing and pickup schedule.
- 3.2 *Additional Services.* The Contractor may provide a list of additional services that may be provided, together with a pricing list for such services.
- 3.3 *Holiday Schedules.* Holidays shall be New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day; additional holidays may be submitted for additional consideration. The bid proposal must provide for authorized catch-up collection day if the regular collection date falls on a holiday. If not otherwise specified, then the following weekday that is not a holiday is the authorized catch-up collection day.
- 3.4 *Truck and Equipment.* The contractor shall provide information about the size and types of trucks and automation that it proposes to use, as well as other equipment necessary for the job such as communication devices, GPS systems, etc. The City reserves the right to visit the facilities of all interested contractors and observe the equipment used and the operational methods. These site visits will be coordinated with the appropriate representative(s) from each of the interested contractors. Any contract entered into by the City may contain provisions regarding equipment weight, leak proofing, and similar performance standards.
- 3.5 *Use of Subcontractors.* Contractor shall indicate in the proposal whether or not it intends to use subcontractors for any part of the service being provided, together with a list of all said subcontractors.
- 3.6 *Customer Service.* The contractor shall be responsible for providing all customer service functions including informing customers of current services, handling customer requests, and resolving customer complaints. The proposal shall include information addressing the contractor’s proposals for methods and a time frame for communicating with the customers and responding to their questions and complaints. The contractor shall also include, with the proposal, a copy of their customer service standards.
- 3.7 *Proposed Term of Contract.* The contractor shall provide proposals for one (1) five (5) year term contract. Alternative proposals for longer terms may be presented for consideration.

SECTION 4: QUALIFICATIONS
The City requires the submission of the following supporting data regarding the qualifications of the contractor in order to determine whether it is qualified and responsible:

1. Satisfactory evidence that the contractor possesses not less than five (5) years of experience providing trash and/or recycling collection services.

2. Evidence that the contractor is in good standing with the Commonwealth of Kentucky.

3. A copy of the latest available financial statements of the contractor (or, if the contractor is a subsidiary or division, then a financial statement of the parent corporation).

4. An itemized list of the contractor’s equipment proposed for use on the bid including trucks and containers. The disposal location along with any prior notice of violations issued to the disposal facility by the state or federal inspectors. A list of driver qualifications (hiring process, company drug policy, and training) and other staff, including the process of customer service and method of call handling.

5. Such additional information as will satisfy the City that the contractor is adequately prepared to fulfill all of the terms of the contract.

SECTION 5: GENERAL TERMS
The contract with the City shall include, but not be limited to, the general terms that are provided as follows:

- 5.1 *Maintenance of Records and Reporting.* The contractor shall maintain in its local office full and complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the City. Reports shall be submitted, by an agreed upon date, to the City, documenting the following information:
1. The customers for whom service was provided;
2. A log of complaints and resolutions for trash and refuse collection services;
3. A log of missed collections and responses;
4. A description of any vehicle accidents or infractions;
5. A listing of all accounts having a charge of service during the month; and
6. Weights in tons of garbage and refuse collected by commodity and the location where these items were transported.
- 5.2 *Compensation Payment Schedule.* The contractor shall bill the City monthly on a per account basis for services provided. Within 30 days of the start of this Contract, the contractor shall coordinate with the City’s Clerk to establish a mutually acceptable billing form. The City will retain full auditing rights of contractor’s accounting records as they pertain to the City’s contract.
- 5.3 *Surety.* The contractor must provide reputable surety on a 100% performance bond or Irrevocable Letter of Credit to the City conditioned upon the true and faithful performance of the Contract.
- 5.4 *Indemnification and Insurance.* The contractor shall be required to indemnify and hold harmless the City, its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the contractor’s performance of the contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, the omission, or other fault of the contractor or any subcontractor of the contractor, or any officer, employee, or agent of the contractor or subcontractor, or any other person for whom the contractor is responsible. The contract shall include provisions for the contractor to defend against such claims.

The contractor and any subcontractor of the contractor shall be required to carry at their own expense workers’ compensation insurance and comprehensive general liability used in the performance of the contract and shall include insurance on equipment and motor vehicles. The worker’s liability insurance shall have limits of not less than \$2,000,000.00 each occurrence and \$4,000,000.00 aggregate. The motor vehicle and equipment liability insurance shall have limits of not less than \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate. The City, its officers and employees, shall be named additional insureds with respect to required coverage for particular operations, subrogation, production of certificates, cancellation, and insurer ratings. Lesser per occurrence and aggregate limits may be submitted for consideration.

5.5 *Compliance with Laws and Miscellaneous.* The contractor shall be responsible at its expense for obtaining and complying with all necessary permits, ordinances, and laws. Further, the contractor shall also comply with all solid waste disposal laws and regulations as well as any DOT and OSHA regulations.

SECTION 6: FORM OF BID
All proposals must be submitted in writing along with any requested documents. The bid must be signed by an authorized representative of the contractor and eight copies must be submitted with the bid proposal package.

SEALED BIDS WILL BE ACCEPTED UNTIL 4:00 P.M. CT ON MONDAY, JULY 13, 2026, AND PUBLICLY OPENED AND READ AT THE ADDRESS BELOW ON TUESDAY, JULY 14, 2026 at 5:30 P.M. CT.

Bids are to be delivered to:
Bethany Cain, City Clerk Wickliffe City Hall
321 Court Street, Wickliffe, KY 42087

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