



**Request for
Proposals for
Receipt, Transfer, Haul & Disposal of Solid
Waste**

**City of Paducah, Kentucky
June 5, 2026**

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SECTION 1 INTRODUCTION

1.1 Introduction

The City of Paducah is issuing this Request for Proposals (RFP) to solicit Proposals for receiving municipal solid waste collected by the City at a local transfer station, and the haul and disposal to an approved and permitted disposal facility.

All communication regarding this RFP shall be directed to:

RFP for Solid Waste Receipt, Transfer, Haul & Disposal
City of Paducah
Mr. Chris Yarber Director of Public Works
1120 N 10th Street
Paducah, KY 42001
Phone: (270) 444-8511
Email: cyarber@paducahky.gov

1.2 Purpose of Solicitation

It is the purpose of this RFP to secure long-term transfer station services, transport and disposal services, including commingled recyclable materials. The City of Paducah is seeking Proposals from experienced public or private entities that are technically, financially and legally qualified to provide the required services. The Contract in Section 8 presents the requirements associated with the services being solicited.

1.3 Overview of Services

The comprehensive scope of work to be contracted through this procurement (as more particularly described in the Contract provided in Section 8 of this RFP) includes the receipt, transfer, haul and disposal of municipal solid waste (MSW) and recyclables delivered by the City of Paducah and local residents.

All Proposers must respond to the entire scope of work defined in this RFP. Responses that address less than the entire scope of work may be deemed nonresponsive. In performing the Contract Services, the Contractor shall comply with all Applicable Laws.

The Proposers must abide by the responsibilities for Contract Services as generally defined below and as defined in the enclosed Contract. The following are the Contract Services to be provided:

1. Be responsible for all costs associated with the furnishing of all labor, materials, maintenance, service, repair and equipment necessary for the Contract Services.
2. Safely operate and maintain a transfer station facility to receive, manage and transport all municipal solid waste material processed at the transfer station to an approved and permitted disposal facility.
3. Receive, manage, transfer and haul of all City-delivered MSW collected. In addition, provide safe access to the tipping floor for all residents with trailer loads of MSW, self-hauled to the transfer station.
4. Maintain and operate a citizen's drop-off area on the same property that provides a safe environment for local resident use.
5. Receive, manage, and transport all recyclables received at the citizen drop-off area to their respective disposition locations.
6. Comply with all Applicable Laws and regulations for the Contract Services.
7. Comply with all administrative requirements, including maintaining accurate daily, weekly, monthly and annual records of all operations and as may be required for compliance with permit conditions.

1.4 Historic Waste Transfer Quantities

Based on data provided by the City of Paducah, the following table summarizes the residential MSW and mixed recyclables (Cardboard included) quantities collected by the City and delivered under the current agreement.

Table 1-1 Historical Waste Quantities

	2021 (tons)	2022 (tons)	2023 (tons)	2024 (tons)	2025 (tons)
MSW Collected	30,640	29,899	28,915	28,186	29,333
Mixed Recyclables	435	391	447	485	946

SECTION 2 GENERAL INFORMATION

2.1 Definitions

For the purposes of this RFP, the following terms shall have the following meanings:

“Addenda” means the written or graphic instruments issued prior to the receipt of Proposals which clarify, correct or change the Proposal requirements or the proposed Contract and Appendices thereto.

“Award of Contract” means the date when the City of Paducah approves a final Contract between the City and the Selected Proposer.

“Backup Disposal Facility” means a permitted and approved landfill or disposal facility that can receive the transferred solid waste should the primary disposal facility identified by the Contractor under the provisions of the Contract be unable to receive waste for any reason.

“Backup Transfer Station(s)” means a solid waste transfer, processing, and transportation facility which is designated from time to time to be provided by the Contractor, and approved by the City, for the provision of backup services hereunder in the event that the proposed transfer Station cannot accept solid waste for any reason.

“City of Paducah” or **“City”** means the City of Paducah, Kentucky acting through its Department of Public Works, or its authorized agents or representatives.

“Commingled Recyclables” means the recyclable materials designated by the City to be commingled in one bin or container and collected.

“Consumer Price Index” or **“CPI”** means the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for the South Region , All Items, All Urban Consumers (CPI-U), Not Seasonally Adjusted, and reported in the CPI Detailed Report Series Id: CUUR0300SA0t.

“Contract” means the agreement that may be executed between City of Paducah and the Contractor for the performance of the Contract Services described in this RFP.

“Contractor” means the successful Proposer, who has entered into the Contract with the City of Paducah.

“Disposal Facility” means a solid waste disposal facility, which has all of the necessary permits to lawfully receive and dispose of the City of Paducah’s solid waste.

“Engineer” means the third-party engineer or other technical expert designated by the City of Paducah.

“Facility” means a Transfer Station, a Backup Transfer Station, Disposal Facility or Backup Disposal Facility.

“Kentucky Department of Environmental Protection, Division of Waste Management” or **“KDEP”** is the State regulatory authority to assure proper waste management practice.

“Permit” means any and all permits, licenses, approvals, certificates of public convenience and necessity, franchises or authorizations that must be issued by any governmental entity having jurisdiction thereof to legally enable the Contractor to carry out the Contract Services.

“Proposal(s)” means the document submitted in response to this Request for Proposals detailing the Proposer’s plan to provide the Contract Services as described herein.

“Proposer(s)” means the entity (including any corporation, joint venture, partnership, or other business entity) submitting a Proposal in response to the Request for Proposals, including all entities sponsoring the Proposal or committed to undertaking a substantial role in the performance or guaranteeing of the Contract Services.

“Request for Proposals” or **“RFP”** means the Request for Proposals for Receipt, Transfer, Haul and disposal of Municipal Solid Waste dated June 5, 2026, and any Addenda or amendments thereto.

“State” means the State of Kentucky and all of its relevant administrative, contracting and regulatory agencies and offices.

2.2 General Description of Contract Services

Under the terms of this RFP and the Contract, the City of Paducah requires the Contractor to:

- Develop or have an existing permitted transfer station facility located within the corporate limits of the City of Paducah, with a preference of being located within two (2) miles of the Public Works Facility located at 1120 N. Tenth Street, Paducah, KY, with the capacity to receive the City’s projected daily waste tonnage and commingled curbside collected recyclables.
- Furnish all labor, materials, supplies and equipment needed to operate and maintain the transfer station for the receipt of City delivered solid waste.
- Furnish all labor, materials, services, supplies and equipment needed to transport the solid waste from this transfer station to an approved and permitted disposal facility.
- Provide a safe and adequately equipped citizen drop-off area on the transfer station property.
- Furnish all labor, materials and equipment to receive, manage, transport and deliver to their respective disposition locations all solid waste and recyclables received at the provided citizen drop-off area.

All Contract Services are to be provided in accordance with the terms of the Contract and Applicable Law.

2.3 Transfer Station Facility Operations

Under the terms of the Contract, the Contractor will operate and maintain a local transfer station. This effort will include but not be limited to:

- Receipt and safe management of all materials delivered by the City to the Contractor’s transfer station.
- Anticipated daily transfer station operations including load inspection; tipping floor management; loading of trailers; transportation services coordination; staging and sequencing waste for transport; traffic control and safety.
- Management, transport and disposal/recycling of all waste streams received at the provided citizen drop-off area provided at the transfer station. The drop-off area shall have paved or concrete surfaces for all container and traffic areas to minimize dust and debris accumulation.
- Development and implementation of emergency backup plans should the transfer station be unavailable for operation at any time.

2.4 Transportation and Disposal Services

The Contractor shall perform the following, but not limited to:

- Furnish at its sole cost and expense all personnel, tractors, trailers, licenses, permits, equipment and other requirements necessary to provide transportation of all materials received at the Contractor’s transfer station to their respective disposition locations.
- Provide for the disposal of all delivered solid waste at the transfer station at an approved and permitted disposal facility.

- Provide for the receipt, processing and sale of all recyclables delivered to the citizens drop-off area. For the purposes of this RFP, it is the City's intent for the Contractor to retain all revenue from the sale of the recyclables, however, the Contractor is to provide confirmation of quantity and income and expense statement for record keeping purposes.
- Provide for the receipt, processing and sale of all delivered recyclables collected by the City or others performing recyclable collections in the future.

2.5 Contract Term

The start date for the services to be provided under the Contract will be September 27, 2026. Proposers must submit Proposals for a five (5) year Initial Term. The City will also have the option to extend the Term for an additional five-year term.

2.6 No Guarantee of Solid Waste Quantity

The City of Paducah makes no representations or guarantees regarding the quantities and types of solid waste, which will be delivered to the transfer station during the Contract Term. As with any municipal waste system, quantities of waste will fluctuate depending on the day of the week, month of the year, weather conditions, and the occurrence of holidays.

2.7 Waste Hauler Licensing

The successful Contractor must comply with all licensing and permitting requirements for waste haulers. This is to include all those requirements in effect in the State of Kentucky, or any other state to which any waste is transported or disposed under the terms of the Contract, including any state in route.

The Contractor shall also be responsible for any licensing fees and/or any other fees required by Applicable Laws. The cost of such fees shall be included in the Proposer's Price Proposal.

The successful Proposer must agree not to accept municipal solid waste from any entity not licensed in accordance with Applicable Laws.

2.8 Payment for Contract Services

The City of Paducah shall pay the Contractor a Service Fee in accordance with the Contract. The payment for Contract Services shall be made monthly as described in the Contract.

2.9 Contract Documents

The Contract Documents shall consist of the documents enumerated and listed below and all modifications and change orders issued subsequent thereto. These will form a contract and all are as fully a part of the contract as if attached to the contract/agreement or repeated therein. In the event of any inconsistency between the provisions of the contract/agreement and the documents listed below, the provisions as enumerated in this RFP will control and the order of precedence will be in the order listed below:

1. Contract/Agreement resulting from this RFP and any attachments thereto, including authorized and approved amendments;
2. RFP documents and addenda;
3. Contractor's response to this RFP.

Each Proposer shall thoroughly examine and be familiar with the Contract Documents. Submission of a response shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly

examined and is familiar with each of the Contract Documents. The failure or neglect of a Proposer to receive or examine any Contract Document or any part thereof shall in no way relieve it from the obligations with respect to its response or to the Contract resulting from this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge of any Contract Document.

2.10 Relationship of the Parties

It is intended that an independent relationship will be created with the respondent awarded a contract. No agent, employee, servant or otherwise of the Contractor shall be or shall be deemed to be an employee, agent, servant or otherwise of the City for any purpose, and the employees of the Contractor are not entitled to any of the benefits that the City provides for City employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractor, or otherwise during the performance of the Contract. In the performance of the services herein contemplated, the Contractor is an independent contractor with the authority to control and direct the performance and details of the work, the City being interested only in the results obtained; however, the work contemplated herein must meet the approval of the City pursuant to the provisions of the agreement under which the services and work were let to the Contractor.

2.11 Subcontracting And Listing

No activities or services included as part of this proposal may be subcontracted to another organization, firm, or individual without the prior written approval of the City of Paducah. The reporting of the intent to use subcontractor and their listing is to be clearly identified in the submittal in the manner stipulated in the proposal response where called for. It is understood that the Contractor is responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

2.12 Debarment

The City may elect to not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any State or Local governmental agency. If such information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

SECTION 3 DESCRIPTION OF PROPOSAL PROCESS

3.1 Schedule

A summary of major activities related to the issuance of this RFP is presented below. This schedule is based on the City of Paducah's intent to award the Contract to the Contractor in July 2026. The City of Paducah reserves the right to modify any or all of the following dates.

**Table 3-1
Procurement Schedule**

Activity	Date
Issuance of RFP	June 5, 2026
Mandatory Pre-Proposal Meeting	June 12, 2026
Last Date to Submit Written Questions Concerning RFP	June 19, 2026
Last Date for Issuance of Addenda	June 26, 2026
Proposal Submission Date	July 10, 2026
Evaluation of Proposals and Negotiations	July 13 – July 17, 2026
Award Date of Contract	July 28, 2026
Effective Date of Contract	September 27, 2026- September 26, 2031
Commencement of Operations Under Contract	September 27, 2026

3.2 City's Rights and Options

This RFP constitutes an invitation to Proposers to submit Proposals to the City of Paducah. Without limitation, and without penalty, the City of Paducah reserves and holds, and may exercise at its sole discretion, the following rights and options to:

1. Waive technicalities, informalities or irregularities in any Proposal received.
2. Prepare and issue amendments and/or addenda to this RFP (prior to the selection of a Proposer) that may change or cancel any portion of, or all, work described in this RFP without the substitution of another RFP.
3. Receive questions concerning this RFP from Proposers and provide such questions, and the City's responses, if any, to all potential Proposers.
4. Request additional information from one or more Proposers to supplement or clarify Proposal(s) submitted.

5. Visit and/or request information regarding any of the Proposers reference facilities, as well as others owned, operated and/or designed by the Proposers.
6. Reject any or all Contractor Proposals in whole or in part.
7. Determine whether a Proposer is qualified to provide the services requested in this RFP. The City will be the sole judge in the determination of Proposer(s) as "best qualified", in accordance with the City's Procurement Policy, to provide the operations and services as set forth in this RFP.
8. Not accept a Proposal from or award a contract:
 - a. If a Proposer is in arrears to any debt or contract, or that is a defaulter as surety or otherwise upon any obligation perform faithfully in any previous contract with the City of Paducah or any communities within the County;
 - b. If a Proposer misstates or conceals any material fact in the Proposal;
 - c. If a Proposal does not strictly conform to Applicable Law or the requirements of the RFP;
 - d. For budgetary reasons; and/or
 - e. If a change occurs that makes the purpose of the Proposal unnecessary to the City of Paducah.
9. The City may reject any proposal which is incomplete, not responsive, obscure or irregular, any proposal which omits a response on any items for which responses are required, or any proposal which omits lump sum prices.
10. Proposers will be given notice if their Proposals have been received late and will be rejected or if rejected for other reasons. Proposers with rejected Proposals, who wish to have them returned, will have two (2) City work days, starting the day after the due date, to either pick up their submittals or to make arrangements for their return including the pre-payment of any shipping or mailing costs. After the two-day holding period, the City, in its sole discretion, will dispose of unclaimed submittals in a manner and method of its choosing.
11. Reject any Proposal if there is reason to believe that collusion existed among the Proposers and not consider proposals received from participants in such collusion for the same services when and if re-advertised.
12. Postpone or change the date for receipt of Proposals, or any other milestone date(s) specified in this RFP.
13. Hold public meetings for consideration of the merits of any or all Proposers, and Proposal(s).
14. Request that Proposer(s) send representatives to the City of Paducah for interviews and presentations.
15. Request best and final Proposals from one or more Proposers.
16. Modify any or all provisions of the Contract during negotiation.
17. Select one or more Proposers deemed by the City as best qualified to provide the operations and services as set forth in this RFP.
18. Enter into negotiations with one, or more, Proposers to negotiate a contract on terms that the City determines to be fair and reasonable and in the best interest of the City.
19. Discontinue negotiations at any time with any Proposer and commence negotiations with any other Proposer, or conduct simultaneous negotiations with two or more Proposers.

20. Select and enter into a Contract with a Proposer whose Proposal is deemed by the City to be best qualified to perform the work and services in the best interests of the City of Paducah; and is most responsive, in the judgment of the City of Paducah, to the requirements of this RFP.
21. Terminate the RFP process at any time prior to an award of a Contract.
22. To issue subsequent requests for new proposals.
23. Take any action affecting the RFP process that is in the best interest of the City of Paducah.

3.3 Cost of Proposal Preparation

The Proposer assumes all risks and expenses associated with the preparation and submittal of a Proposal in response to this RFP. The City of Paducah shall not be liable for any expenses (including, but not limited to, travel expenses) incurred by the Proposer when responding to this RFP or for any other reason related to this RFP or Proposal submitted.

3.4 Accuracy of Information

The data contained in this RFP, or provided by any officer or agent of the City of Paducah, are for informational purposes only. The City makes no warranty or guarantee concerning the accuracy of any data or information set forth in this RFP or any other document. Proposers shall make no claim against the City based on erroneous data. Each Proposer shall have sole responsibility for determining all of the relevant facts that may affect its Proposal, and whether or not further independent research and due diligence is required for the preparation of their Proposal and the subsequent delivery of the Contract Services under the Contract.

3.5 Understanding RFP Documents

By submitting a Proposal, the Proposer acknowledges that it has read and understands the RFP, and also fully and voluntarily accepts all terms and conditions set forth in the RFP and Contract enclosed, subject to the comments to the Contract provided by a Proposer in accordance with Section 4.5 of this RFP.

3.6 Adjustments/Changes/Deviations to the RFP

A Proposer shall not attempt to limit, restrict or qualify a Proposal. No adjustments, changes to, or deviations from this RFP will be accepted. No additional terms and conditions included with a Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

3.7 Addenda

All official clarifications or interpretations of the documents will be by written addenda issued by the City of Paducah Public Works Department. The City of Paducah reserves the right to issue addenda to this RFP. It is the responsibility of each prospective Proposer to verify and acknowledge that he/she has received all addenda issued before delivering their Proposal to the City. Submittal of a Proposal shall constitute certification that the Proposer has received and reviewed all addenda. Notification of any apparent discrepancies, omissions, or doubt as to meaning found in this document should be submitted in writing to the person designated to receive administrative questions (see Section 3.8). Proposers shall be required to acknowledge their receipt of any addenda issued using the Qualification Form 7 Acknowledgement of Addenda. Failure on the part of any Proposer to acknowledge their receipt of addenda may constitute grounds for the City to deem the Proposer's response as being "non-responsive."

Addenda, if issued, will be posted along with the RFP documents on the City's website at the following URL:
<https://paducahky.gov/request-bids-or-proposals>

The City shall also provide RFP documents and addenda by request to the City's representative identified in Section 1.1.

3.8 Interpretations and Inquiries

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be immediately brought to the attention of the City of Paducah.

Any questions concerning the intent, meaning and/or interpretation of the RFP documents shall be submitted in writing, and received by the City no later than 4:00 p.m. June 19, 2026. Written inquiries should specifically reference in the subject line "RFP for Solid Waste Receipt, Transfer, Haul & Disposal - QUESTIONS" and be delivered by hand, mail or email and addressed to:

Mr. Chris Yarber – Director of Public Works
Phone: (270) 444-8511
Email: (cyarber@paducahky.gov)
Address: 1120 N 10th Street
Paducah, KY 42001

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP documents. Only those interpretations of, or changes to, the RFP documents that are made in writing and furnished to the Proposers by the City may be relied upon.

3.9 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the City of Paducah, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in the Contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. Proposers shall have no contact with elected officials, appointed officials, or recommendation committee members.

3.10 Correction of Errors

All Proposers must carefully review the RFP requirements, specifications and instructions, Contract, and pricing information in their Proposal prior to submission. Failure to do so shall be at the Proposer's sole risk.

Written amounts shall take precedence over numerical amounts. In the event of error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

3.11 Personal Investigation

Proposers to this RFP shall satisfy themselves through personal investigation, and by such other means as may be deemed necessary, concerning the conditions which may affect delivery of the proposed Contract Services, as well as their costs. No information derived from any part of this RFP, or from the City shall relieve the Proposer from any risk or from fulfilling the provisions of the Contract.

3.12 Termination of Negotiations

The City of Paducah may, at any time and at its sole discretion, exclude a Proposer from further participation in the negotiation process if it determines that progress in the negotiations is failing, or if the terms of its Proposal are less advantageous than those of other Proposals submitted. The City will give written notice of its decision to the Proposer. Said notice shall be sent in writing, signed by an authorized representative of the City of Paducah, and delivered to the Proposer by certified mail.

3.13 Withdrawal or Revision of Proposal Prior to and after Opening

Prior to the proposal closing time, a Proposer may, without prejudice, withdraw, modify, or correct a Proposal after it has been deposited with the City. Modification or corrections of proposals may be made by means of facsimile or other written communications, provided such modifications or corrections are received prior to the closing time set for receiving proposals. No corrections to proposals will be acceptable unless each correction is signed or initialed by the Proposer. If initialed, the City may require the Proposer to identify any corrections so initialed.

The withdrawal, modification or correction of a Proposal after the proposal closing time shall constitute a breach by the Proposer.

3.14 Conflict of Interest

Each Proposer must disclose the name of any person which the Proposer intends to use for these services, that is an employee of the City of Paducah, or a relative of an officer, director, employee, or agent of the City. Further, each Proposer must disclose the name of any City employee that owns, directly or indirectly, an interest of one percent (1%) or more in the Proposer's firm, its affiliates, or parent or subsidiary organizations.

3.15 Familiarity with Laws and Ordinances

The submission of a Proposal for the services requested herein shall be considered as a representation that the Proposer is familiar with all Applicable Laws which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the City of Paducah in writing without delay.

3.16 Compliance with Occupational Safety and Health Requirements

By submitting a Proposal, Proposer certifies that all material, equipment, and all other items necessary to operate the facilities and provide contract services, as contained in their Proposal, meets all State of Kentucky Department of Occupational Safety & Health (DOSH) requirements. Proposer further certifies that if it is the successful Proposer, and if any of the materials, equipment, or other items delivered and necessary to operate the facilities are subsequently found to be deficient in any DOSH requirements, all costs necessary to bring the deficient material, equipment, or other items, into compliance with the aforementioned requirements shall be borne by the Proposer.

3.17 Minority and Women-Owned Business Enterprise

The City of Paducah notifies all Proposers that in regard to any Contract entered into, small contractors, minority contractors, physically handicapped contractors, and women-owned contractors will be afforded equal opportunity to respond and will not be discriminated against on the basis of race, color, sex, or

national origin in consideration for an award.

3.18 Public Records

Any material submitted in response to this RFP will become a “public record” and shall be subject to open disclosure consistent with Section 61.870 et seq. of the Kentucky Revised Statutes (KRS). Proposers must claim any applicable exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of KRS Section 61.870 et seq.

The Proposers shall acknowledge that its Proposal will become the property of the City of Paducah and a public document(s) subject to the Kentucky Open Records Act. In the event that a Proposer determines that any portion of its submission incorporates confidential, technically proprietary, or financial information which it believes is exempt from such disclosures or other provisions of State law, then the Proposer shall clearly label such information as “CONFIDENTIAL INFORMATION”. Such clearly marked information shall be considered part of the Proposal and treated as confidential by the City of Paducah to the extent allowed by law and will be used for the purpose of evaluation of the Proposal or possible negotiation of the Contract. The City will review the confidential information and notify the Proposer of its intent to voluntarily disclose or maintain this information. The Proposer will receive written notification from the City at least 30 days prior to voluntary disclosure to allow the Proposer, at its sole cost and expense, to take legal action to enjoin disclosure as it deems necessary in order to protect the confidentiality of the information.

By submitting a Proposal, a Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties. Proposers are cautioned that proposals marked as “confidential” or “proprietary” (or similar such markings) may be rejected by the City as being non-responsive.

3.19 Insurance

Insurance is required as described in the Contract found in Section 8.

3.20 Performance Bond

A Performance Bond is required of Proposers. A sample bond form is provided as Qualification Form 4, in this RFP.

3.21 Mandatory Pre-Proposal Meeting

All Proposers must attend a **mandatory** pre-proposal meeting, which will be held at 1:00 a.m. on June 12, 2026, at the Commission Chambers of Paducah City Hall. Proposers are invited to ask questions at this meeting.

3.22 Interviews

Interviews will be held at the sole option of the City. If interviews are conducted, key personnel should be on the interview team. Short-listed Proposers may be asked to provide supplemental or additional information for review by the recommendation committee prior to the interviews.

The City reserves the right to utilize new or revised evaluation criteria and weights in the evaluation of the firms being interviewed. If changes are made to the criteria or weights they will be revised in writing and be sent to the interview candidates prior to conducting interviews.

Recommendation committee members will use the applicable evaluation criteria and weights to evaluate interview information. The references provided by Proposer(s) may be contacted as part of the interview

process. The committee will rank the firms interviewed to make a determination of the Proposer(s) deemed as “best qualified” to provide the operations and services as set forth in this RFP.

SECTION 4 PROPOSAL PREPARATION INSTRUCTIONS

4.1 Receipt and Opening of Proposals

The City of Paducah will receive written and sealed proposals from all Proposers to furnish all labor, equipment, materials, tools, storage, maintenance, insurance, supervision, and all other items incidental thereto and to perform all work necessary and specified in the prescribed manner and time, to provide solid waste transfer, transport and disposal services in accordance with the Contract. **Sealed Proposals will be received until 4:00 p.m., CDST, on July 10, 2026, at the office listed below.**

Each proposal and supporting documentation consisting of one (1) original set, plus four (4) duplicate copy sets, and one (1) electronic copy, must be submitted in a sealed opaque envelope or container plainly labeled in the lower left-hand corner: "RFP for SOLID WASTE RECEIPT, TRANSFER, HAUL & DISPOSAL" along with the RFP opening date. Proposers must also include their company name and address on the outside of the envelope or container. Proposals must be delivered to:

City Clerk's Office
City of Paducah City Hall
300 South 5th Street
Paducah, Kentucky 42002- 2267 (if by mail or in person)

Electronic copies of Proposal files submitted in response to this RFP are to be submitted in ".PDF" file format which is compatible with Adobe Acrobat Version. In any event, the file format of any submittal must be compatible with the City programs, otherwise the submittal may be considered as non-responsive.

Proposers are responsible for making certain that proposals are properly delivered to the City. Mailing of a Proposal does not ensure that the Proposal will be delivered on time or delivered at all. If a Proposer does not hand deliver the Proposal, it is suggested that it use a delivery service that provides a receipt.

Proposals will be accepted in person from the United States Postal Service, UPS, FedEx, or private courier service. No Proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. Proposals may be withdrawn prior to the above scheduled time set for submittal of Proposals. No Proposer may withdraw a Proposal after the above scheduled time for submittal of the Proposals. Any Proposal received after the date and hour specified may be rejected and returned unopened to the Proposer, at the sole discretion of the City.

The City reserves the right to postpone the date and time for opening Proposals through an addendum.

4.2 Preparation of Proposals

Five (5) printed sets of the Proposal, (one (1) original Proposal, and four (4) copies), must be submitted. Additional copies may be requested by the City at its discretion. All blank spaces must be filled in and noted, in ink or typed, with amounts extended and totaled, as appropriate. Additionally, one (1) electronic copy of the Proposal must be submitted in the envelope with the printed Proposals in Adobe Portable Document Format (PDF) version 7.0 or higher or Universal Serial Bus (USB) Flash Drives. Bookmarked and searchable PDF files are preferred but not required.

All required signatures must be manual, in BLUE ink. All corrections made by the Proposer to any part of the Proposal must be initialed in ink.

Only one (1) Proposal from any individual, firm, partnership, or corporation, under the same or different names

will be considered.

Proposals by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the corporate secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner. His/her title must appear under his/her signature and the official address of the partnership must be shown below the signature.

No Proposer shall take exception to the specifications herein, except with respect to comments to the Contract provided in accordance with Section 4.5 of this RFP. Proposers taking exception to the specifications may be rejected as non-responsive and their Proposal shall not be considered for award.

The City would prefer that the Proposals submitted be as brief as possible, but responsive to all of the requirements of this RFP. Extraneous marketing information and company propaganda should not be submitted, unless it contains information specifically requested herein.

4.3 Authorization to Bind Submitter of Proposal

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Proposals are to contain a statement indicating the period during which the Proposal will remain valid. A period of not less than one hundred eighty (180) days is required.

Failure to manually sign the appropriate Proposal forms will disqualify the Proposer and the Proposal will not be considered.

4.4 Proposal Format

The Proposal shall be typewritten with a font size of at least eleven (11) and line spacing of 1.5, double-sided, on 8½" x 11" white paper. Pages shall be secured by staple, binding or similar closure. Proposals shall be organized in sections according to Table 4-1. Sections shall be separated by a tab indicating the section number.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a", "b", "c", etc.

Responses must be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response required" or "not applicable" is acceptable.

Table 4-1 Proposal Format

Section	Title	Corresponding Form
Section 1	Letter of Intent	None
Section 2	Proposer's Statement of Organization	Form 1
Section 3	Staffing	Form 2
Section 4	Experience	Form 3
Section 5	Project Approach/Facility	None
Section 6	Financial Stability and Statement	Form 9
Section 7	Financing Plan	None
Section 8	Implementation Schedule	None
Section 9	Customer Service Procedures	None
Section 10	Litigation History	None
Section 11	Bonding Company Commitment	Form 4
Section 12	Insurance Requirement	None
Section 13	Criminal Convictions/Environmental	None
Section 14	Proposer's Non-Collusion Certification	Form 5
Section 15	Independence Affidavit	
Section 16	Drug-free Workplace Certification	Form 6
Section 17	Addenda	Form 7
Section 18	Certification to Accuracy of Proposal	Form 8
Section 19	Price for Service	Price Form 1, 2 & 3
Section 20	Acknowledgment of Contract	

4.5 Proposal Description

Section 1 - Letter of Intent

A Letter of Intent is to be submitted, signed by an officer of the company authorized to bind the Proposer to its provisions. The Letter of Intent shall state that the Proposer will provide services to the City, in compliance with the Contract, for the rates submitted with its Proposal.

Section 2 - Proposer's Statement of Organization

Proposers must provide information concerning the Proposer's organizational structure by completing Qualification Form 1, which is provided in Section 5 of this RFP. Proposers may supply any additional information that will assist the City in understanding the Proposer's organization.

Section 3 - Staffing

Proposers must demonstrate significant staff expertise in effectively managing a contract for the services proposed. Proposers must carefully provide, in the format requested, all of the information requested in Qualification Form 2, which is provided in Section 5 of this RFP.

Proposers must also provide a Staffing Plan indicating the staffing levels it intends to utilize in order to safely and properly operate and maintain the transfer station and perform the Contract Services.

Section 4 - Experience

The Proposer should demonstrate experience in providing the services required by the Contract for successfully operating transfer station facilities. The Proposer should have a minimum of two (2) awarded and contracted operations (but not necessarily completed) providing comparable projects. Proposers shall utilize Qualification Form 3, which is provided in Section 5 of this RFP, to document all (but not more than 5) of the most recently awarded and serviced (but not necessarily completed) comparable projects in the last five (5) years. This record must show the agency's name and address, a description of the project including tonnage type and quantities processed, the dates of service, the cost of work in dollars, and the primary contact person and phone number. Responses will be evaluated based on the experience and references provided. Responses lacking the desired level of experience and project references will not be disqualified or rejected without due consideration.

Section 5 – Project Approach/Facility Arrangements

The Proposals must provide for a project approach which addresses the following components:

- Identification of the existing transfer station or proposed transfer station facility to be developed for servicing this contract. Included shall be a complete description of the facility, location, permitted capacity, current utilized capacity, date constructed, load-out technology employed, materials accepted, maximum daily tonnage processed, average daily tonnage processed, average queue time, and physical facility size.
- Transition plan from the current operations to that proposed under this contract. The Proposer should address the proposed transition time required to begin operations after contract execution.
- The Proposer should address operational methods proposed to safely process and transfer solid waste, and safely manage, haul and dispose of materials delivered to the facility. The Proposal shall contain a narrative outlining management and handling procedures, safety, disposal requirements, hauler identification and experience, and any and all other activities required for the safe management transport and disposal of all waste streams to show that the Proposer has a clear understanding of the Contract Services.
- The Proposer shall also provide information regarding the proposed disposal facility for all materials received at the facility. Included shall be facility name, location, owner/operator, permitted capacity, daily permitted capacity, contracted capacity, and remaining life.
- A contingency plan provided describing all back-up facilities and/or operational changes required and to be utilized should the primary facilities or service contractor(s) be unavailable for any given reason.
- The Proposals must also provide a facility arrangement drawing identifying all site structures, roadway layout, traffic flow, parking, storage etc. for the proposed transfer station facility. The facility arrangement drawing should also indicate the arrangement of the citizen drop-off area, and detail how traffic will be segregated for safe operations.

- Proposals shall identify anticipated weekly schedule of operations.

Section 6 - Financial Stability and Statement

Proposers shall demonstrate financial stability. Proposers must provide a statement of financial stability for the entity being proposed that will enter into the Contract with the City (the "Proposed Contracting Entity") and the proposed Guarantor, if applicable, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided must include, at a minimum, a balance sheet, an income statement and a statement of cash flows.

Proposers must include a copy of the latest audited financial statements for the Proposed Contracting Entity and Guarantor, if applicable. If the Proposed Contracting Entity or Guarantor is a corporation, the Proposer must submit a copy of the latest audited financial statements of the corporation. In the event the Proposed Contracting Entity or the Guarantor does not have audited financial statements, the Proposer may substitute non-audited financial statements and complete federal tax returns for the last two (2) years.

If a sole-purpose subsidiary is created to act as Proposed Contracting Entity, or a Proposer wants to enhance its financial qualifications, the Proposer shall identify a Guarantor that will irrevocably, absolutely and unconditionally guarantee all of the Proposed Contracting Entity's obligations under the Contract. The Guarantor may be a parent or a substantially capitalized affiliate company of the Proposed Contracting Entity, and shall demonstrate sufficient financial capability to assure the City that it is capable of performing its obligations under a separate guaranty agreement to be negotiated based on the RFP and the Proposal.

In the event the Proposer provides a Proposed Contracting Entity that it believes is substantially capitalized to undertake all of its obligations under the Contract, and due to such belief does not intend to provide a separate Guarantor, the Proposer shall clearly indicate such fact in its Proposal. Please note that only financial information submitted by a Proposer that pertains to an entity that would have a contractual relationship with the City (either through the Contract or through a Guaranty Agreement) will be considered by the City. A Proposer will not be selected to proceed further in this procurement process based on financial information provided by an entity that will not have a contractual relationship with the City.

In the event a Guarantor is being proposed, the Proposer must have the Guarantor complete and sign the Guarantor Acknowledgement (Qualification Form 9). The Guarantor Acknowledgement shall be submitted on the Guarantor's letterhead and be signed by a representative of the Guarantor who is empowered to sign such material and to commit the Guarantor to the obligations contained in the Guarantor Acknowledgement. A Certificate of Authorization (Attachment 1 to the Guarantor Acknowledgement) attesting to such authorization must also be submitted with the Guarantor Acknowledgement. If the Guarantor is a partnership, the Guarantor Acknowledgement shall be signed by one or more of the general partners. If the Guarantor is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. If the Guarantor is a joint venture, each firm in the joint venture shall sign a separate Guarantor Acknowledgement. If the Guarantor is a limited partnership or a limited liability company, the Guarantor Acknowledgement shall be executed by the managing partner(s) or managing member thereof. If there are multiple Guarantors (which must be jointly and severally liable), each must independently comply with these requirements and submit separate Guarantor Acknowledgements with Certificates of Authorization.

Anyone signing as an agent must file with it legal evidence of his or her authority to execute such Guarantor Acknowledgement

Section 7 – Financing Plan

Each Proposer must include a description of anticipated method(s) for funding required capital if applicable, and operating costs in a manner that demonstrates capability in receiving necessary funding.

Section 8 - Implementation Schedule

Each Proposer shall provide a schedule of how services will be initiated under the Contract. Ensuring a smooth, seamless transition is of critical importance to the City.

Section 9 - Customer Service Procedures

Each Proposer shall describe how customer service issues, including complaints, are handled in its organization.

Section 10 - Litigation History

Each Proposer shall identify each case within the last five years where: (a) a civil, criminal, administrative, bankruptcy or other similar proceeding was filed or is pending, if such proceeding arises from or is related to a dispute concerning the Proposer's rights, remedies or duties under a contract for the processing of municipal solid waste; (b) a county, municipality or other entity terminated a written contract with the Proposer concerning the management of municipal solid waste; or (c) administrative fines, liquidated damages or other penalties were assessed or were deducted from the Proposer's payments under a contract for the management of municipal solid waste. For each case identified, the Proposer must describe the basic facts concerning the case, the names and docket numbers of the parties, the name and location of the courts or the administrative venue and its current status.

Section 11 - Bonding Company Commitment

Proposers shall provide a letter of intent from a surety company to provide a Performance Bond in the form provided as Qualification Form 4 in Section 5 of this RFP for services and in the amount of \$1,500,000. Surety Bonds shall be issued by bonding companies licensed to conduct business in the State of Kentucky.

Section 12 - Insurance Requirement

Each Proposer must provide proof of its ability to obtain insurance complying with the requirements specified in the Contract.

Section 13 - Criminal Convictions/ Environmental Violations

Proposers must provide a summary of any criminal convictions of the company, owners, and/or officers related to the services being offered, within the last ten (10) years. The City may disqualify a Proposer on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition. Proposers must provide a summary of any environmental violations, including enforcement cases initiated by environmental agencies that have occurred or have been alleged in the last five years.

Section 14 - Proposer's Non-Collusion Certification

Any Proposer submitting a proposal to this RFP must complete and execute the Non-Collusion Affidavit of Proposer (Qualification Form 5) included in Section 5 of this RFP.

Section 15 - Independence Affidavit

Proposers shall list and describe any relationships – professional, financial or otherwise – that it may have with the City, its elected or appointed officials, its employees or agents, or any of its agencies or component units during the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Additionally, the Proposer shall give the City written notice of any other relationships – professional, financial or otherwise – that it enters into with the City, its elected or appointed officials, its employees or agents, or any of its agencies or component units before the Contract is executed.

Section 16 - Drug-Free Workplace Certification

Proposer shall certify that it has implemented a drug-free workplace program by completing and submitting Qualification Form 6.

Section 17 - Addenda

The Proposer shall complete and sign the Acknowledgement of Addenda Form (Qualification Form 7 included in Section 5 of this RFP) and shall include the form in the Proposal in order to have the Proposal considered. In the event any Proposer fails to acknowledge receipt of such addenda, its Proposal shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of its Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer. See also Section 3.7 of this RFP.

Section 18 - Certification and Accuracy of Proposal

Proposer shall certify and attest, by executing Qualification Form 8 of Section 5 of this RFP, that all forms, affidavits and documents related thereto that the Proposer has enclosed in the Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Proposal being deemed non-responsive and such proposal will not be considered.

Section 19 - Cost for Service

Proposers must complete Price Form 1, which is provided in Section 6 of this RFP.

Proposers must complete Price Form 2, which is provided in Section 6 of this RFP. This form sets forth Proposer's contribution to the City's clean-up day, either through contribution of in-kind services or monetary contribution to the City's solid waste fund.

The Certification of Price Forms (Price Form 3 provided in Section 6 of this RFP) is to be signed by an officer or other individual that is authorized to bind the Proposer to the provisions in the Proposal.

Section 20 – Acknowledgement of Contract

The Proposer shall indicate its willingness to accept the Contract as provided or indicate specific provisions to which the Proposer takes exception and offer alternative language which the Proposer would accept.

In the event that the Proposer selected for negotiations raises any such issue, term or condition, the City reserves the right to suspend or terminate negotiations with such Proposer and to commence negotiations with a different Proposer. Proposers are further advised that the City's acceptance or non-acceptance of any Proposer-suggested changes to the terms and conditions of the Contract shall not increase the Proposer's proposed pricing.

Proposers are cautioned that to the extent that the proposed changes to the terms and conditions substantially change the nature of the transaction or the scope of services, the City may reject the Proposal in its sole discretion as non-responsive to the requirements of this RFP.

4.6 RFP Dates

The City anticipates that RFP activities will take place at the dates and times listed in Sections 2 and 3 of RFP.

SECTION 5 QUALIFICATION FORMS

5.1 Forms

Proposers are required to complete the qualifications forms in this section of the RFP. A Proposer may be disqualified if its forms are not completed fully and in compliance with the instructions contained herein.

RESPONSE TO RFP

RFP PROPOSAL

PROPOSAL COVER SHEET

PROPOSAL RESPONSE SET NUMBER: _____

-OR-

TECHNICAL MANUAL SET NUMBER: _____

Legal Name of Contracting Party _____

Name of Contact Person _____

Title _____

Telephone number including area code: _____

Fax number including area code: _____

Email address: _____

QUALIFICATION FORM 1
PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

14. List all firms proposed to participate in this project (including the prime contractor, subcontractors, operators, major equipment suppliers, etc., if any):

<u>Name</u>	<u>Address</u>	<u>Phone</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

15. Outline specific areas of responsibility for each firm listed in Question 16.

1. _____
2. _____
3. _____
4. _____

16. Summarize the provisions of any agreement between the parties which assigns legal or financial liabilities or responsibilities.

17. If any of the responding firm(s) are a partially or fully owned subsidiary of another firm, or share common ownership with another firm, please identify the related firms and describe the relationships.

18. Provide a listing of all engagements the company has undertaken in the last five years that have resulted in a public record of:

- Arbitration or litigation and the disposition of the cases.
- Claims being filed by the Federal Government or the Kentucky State Departments of L&I, Employment Security or Revenue.
- Liens filed by suppliers or subcontractors. List with whom, for what and amount.

QUALIFICATION FORM 1
PROPOSER'S STATEMENT OF ORGANIZATION

(CONTINUED)

19. INSURANCE COMPANY(S) (list all that are relevant):

- a. Name of company: _____
- b. Mailing Address including zip code: _____
- c. Insurance Agent Name: _____
- d. Insurance Agent Telephone number including area code: _____
- e. Insurance Agent Fax number including area code: _____
- f. Insurance Agent email address _____

20. BONDING COMPANY:

- a. Surety Name: _____
- b. Surety Mailing Address including zip code: _____
- c. Bonding Agent Name: _____
- d. Bonding Agent Mailing Address including zip code: _____
- e. Bonding Agent Telephone number including area code: _____
- f. Bonding Agent Fax number including area code: _____

21. FINANCIAL AND ACCOUNTING SERVICES COMPANY:

- a. Name of company: _____
- b. Mailing Address including zip code: _____
- c. Accountant Name: _____
- d. Accountant Telephone number including area code: _____

22. LEGAL SERVICES FIRM:

- a. Name of firm: _____
- b. Firm mailing Address including zip code: _____
- c. Lead Attorney's Name: _____
- d. Firm telephone number including area code: _____

QUALIFICATION FORM 2

STAFFING

Attach an organization chart(s) for staffing of proposed Services. Please note that the Contract contains minimum requirements for the Proposer's personnel.

The organization chart must show staffing by position, number of staff per position, and organizational relationship of positions. Attach a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position. If any staff person(s) is to be used in more than one program, this should be indicated. For each member of the professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

-
- A. Name & Title
 - B. Assignment on City's Project
 - C. Name of Employer
 - D. Years Experience with:
 - This Company
 - Other Similar Companies
 - E. Education:
 - Degree(s)
 - Year/Specialization
 - F. Summary of Professional Training and Experience
 - G. Professional References (List a minimum of 3)
 - H. Other Relevant Experience and Qualifications

QUALIFICATION FORM 3 EXPERIENCE

The Proposer shall provide a minimum of one (1) but no more than five (5) references of the most recently awarded and serviced (but not necessarily completed) comparable projects (transfer station operation, hauling, landfill).

1. Name of Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Tonnage Processed: _____

Project Description:

2. Name of Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Tonnage Processed: _____

Project Description:

QUALIFICATION FORM 3

EXPERIENCE

(CONTINUED)

3. Name of Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Tonnage Processed: _____

Project Description:

4. Name of Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Tonnage Processed: _____

Project Description:

QUALIFICATION FORM 3

EXPERIENCE

(CONTINUED)

5. Name of Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Tonnage Processed: _____

Project Description:

**QUALIFICATION FORM 4
PERFORMANCE BOND FORM**

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS, that _____ (Contractor),
as Principal, and _____ (Bonding
Company), as Surety, a corporation of _____,

whose principal office is located a _____, are
firmly bound unto the City of Paducah, a political subdivision the State of Kentucky, as Obligee, to fulfill the obligations of the
Principal and the Surety under the Contract to which reference is hereafter made, in the amount of

\$ _____ (including State sales tax) for payment whereof Principal and Surety
bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has by written Proposal dated _____ offered to enter into a Contract with
the City of Paducah for the receipt, transfer, haul and disposal of MSW delivered by the City.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform all the
provisions of the Contract on its part, and pay all laborers, mechanics, subcontractors and material suppliers, and all persons
who supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and
indemnify and hold harmless the Obligees from all loss, cost or damage which it may suffer by reason of the failure to do any
of the foregoing, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the
same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of
time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder,
whose claim may be unsatisfied.

SIGNED AND SEALED THIS DAY OF _____ YEAR 2026.

SURETY

PRINCIPAL

Signature

Signature

Typed Name

Typed Name

Title

Title

(Seal)

**QUALIFICATION FORM 5
NON-COLLUSION AFFIDAVIT OF PROPOSER**

STATE OF _____)

)SS

COUNTY OF _____)

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Paducah, Kentucky or any person interested in the proposed Contract; and
5. The attached cost Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public, State of Kentucky

ID Number

My Commission Expires: _____

**QUALIFICATION FORM 6
DRUG-FREE WORKPLACE**

The undersigned vendor (firm) hereby certifies that

_____ does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date: _____

QUALIFICATION FORM 7

ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda, which were issued by the City of Paducah and incorporated into and made part of this RFP. The Proposer acknowledges that it has the sole duty to make itself aware of, and to be in receipt of, all addenda.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE

QUALIFICATION FORM 8

CERTIFICATION AND ACCURACY OF PROPOSAL

1. Proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents enclosed in the Proposal package in support of its Proposal are true and accurate. Failure by the Proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.
2. The following certifications and assurances are given as a required element of the Proposal to the City of Paducah with the understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements and all requirements of the City of Paducah's Request for Proposals for the Receipt, Transfer, Haul & Disposal of Solid Waste are conditions precedent to the award or continuation of the related Contract.
3. The prices and service charges data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition.
4. All the terms and conditions in our proposal including prices, will remain in effect for a minimum of 180 days after the proposal submittal deadline and further it is understood that a proposal that specifies an expiration in less than 180 days may be considered non responsive and be rejected.
5. In preparing this response, no assistance has been rendered by any current or former employee of the City of Paducah whose duties relate, or did relate, to this RFP, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any and all personal relatives, or any relatives of the Proposer's employees or subcontractors, who are presently employed by City of Paducah, or who stand to realize any financial gain, or beneficial interest, if a contract is awarded to the respondent or any subcontractor of the Proposer for the work of this RFP. Any exceptions to these assurances are to be listed and described in full detail (which is to include the name of the person, organization and relationship and interest) on a separate page and attached to this document.
6. No officer or employee of the City, having the power or duty to perform an official act or action related to this submittal, shall have or acquire any interest in this Proposal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this Proposal.
7. Proposer understands that City of Paducah will not reimburse the Proposer for any costs incurred in the preparation of this Proposal and that this Proposal becomes the property of the City of Paducah. Submission of this Proposal constitutes agreement to abide by the procedures described in the RFP document.
8. In submitting this Proposal Proposer certifies they have read and understand the RFP documents, that by signature of this certification we are acknowledging all requirements and signed all certificates contained herein, and that no allowance will be sought after proposals are received for oversight, omission, error, or by mistake.

QUALIFICATION FORM 8
CERTIFICATION AND ACCURACY OF PROPOSAL

(CONTINUED)

9. In submitting this Proposal, Proposer hereby certifies that they have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further, Proposer certifies they will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations.

10. In addition to the foregoing certifications and assurances, Proposer certifies that to the best of its knowledge and belief the information contained in this submittal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement.

The undersigned individual, being duly sworn, deposes and says that:

- A. He/She is (title) of, the Proposer, that has submitted the attached Proposal;
- B. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all forms, affidavits and documents submitted in support of such Proposal;
- C. All forms, affidavits and documents submitted in support of this Proposal are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

Signature

Print Name

Title

Date

**QUALIFICATION FORM 8
CERTIFICATION AND ACCURACY OF PROPOSAL**

(CONTINUED)

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF _____)

)SS

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____(name) as _____(title), of _____, an organization authorized to do business in the State of Kentucky, and acknowledged and executed the foregoing document as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this _____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires: _____

QUALIFICATION FORM 9

GUARANTOR ACKNOWLEDGMENT

(to be typed on Guarantor's Letterhead)

_____ (the "Proposer") has submitted herewith a Proposal in response to the City of Paducah's June 5, 2026, Request for Proposals for providing receipt, transfer, haul and disposal of all solid waste delivered to the Proposer's transfer station facility by the City. The RFP requires the selected Proposer to enter into a Service Contract to: (1) receive waste and operate a local transfer station; (2) haul and dispose of solid waste received at the transfer station; and (3) provide a safe area and necessary facilities and equipment for the receipt of citizen delivered recyclables as described in the RFP if the Proposer is approved by the City for final negotiations and execution of the Contract.

The Guarantor has reviewed the RFP and the Proposal, which together will form the basis of the Contract. The Guarantor hereby certifies that it will irrevocably, absolutely and unconditionally guarantee the performance of all of the obligations of the Proposer under the Contract, as negotiated based on the RFP and the Proposal, in the event that the Proposer is selected for final negotiations and execution of the Contract, and that it will execute a separate Guaranty Agreement as negotiated based on the RFP and the Proposal.

Name of Guarantor

Name of Authorized Signatory

Signature

Title

**NOTE: If more than one Guarantor is proposed, each firm shall be jointly and severally obligated and shall independently provide an executed copy of this Guarantor Acknowledgment. If a Guarantor is a joint venture, each firm in the joint venture shall be jointly and severally obligated and shall independently provide an executed copy of this Guarantor Acknowledgment.*

Attachment 1
GUARANTOR CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of [INSERT CITY] in the State of [INSERT STATE], DO HEREBY CERTIFY that I am the Clerk/Secretary of [INSERT GUARANTOR], a [corporation] duly organized and existing under and by virtue of the laws of the State of [INSERT STATE]; that I have custody of the records of such [corporation]; and that as of the date of this certification, [INSERT AUTHORIZED SIGNATORY NAME] holds the title of [INSERT TITLE] of the [corporation], and is authorized to execute and deliver in the name and on behalf of the [corporation] the Guarantor Acknowledgment submitted by the corporation as part of [INSERT PROPOSER] (the Proposer's) response to the City of Paducah's June 5, 2026, Request for Proposals for receipt, transfer, haul, and disposal services of municipal solid waste delivered by the City as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the [corporation] in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the [corporate] seal of the [corporation] this _____ day of _____, 2026.

(Affix Seal Here)

Clerk/Secretary

**NOTE: Separate certifications shall be submitted if more than one corporate officer has executed the Guarantor Acknowledgment as part of the Proposal. Proposers shall make appropriate conforming modifications to this Certificate in the event the signatory's address is outside of the United States.*

Accepted Recycling Material

Contractor Information

- Company Name: _____
- Contact Person: _____
- Phone Number: _____

Single-Stream Materials Accepted

Instructions:

Please indicate which materials are currently accepted in your single-stream recycling program, which materials may be accepted in the future, and the anticipated implementation date for future acceptance where applicable.

Material Category	Material Type	Currently Accepted	Potential Future Acceptance	Anticipated Acceptance Date
Paper Products	Office paper	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Mixed paper	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Newspaper	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Magazines/catalogs	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Junk mail	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Corrugated cardboard (OCC)	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Paperboard/cereal boxes	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Paper bags	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Cartons (milk/juice cartons)	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Shredded paper	<input type="checkbox"/>	<input type="checkbox"/>	_____
Plastic Containers	PET #1 bottles and containers	<input type="checkbox"/>	<input type="checkbox"/>	_____
	HDPE #2 bottles and containers	<input type="checkbox"/>	<input type="checkbox"/>	_____
	PP #5 containers	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Mixed rigid plastics	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Plastic tubs and lids	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Plastic bottles with caps attached	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Plastic film/bags	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Styrofoam/EPS foam	<input type="checkbox"/>	<input type="checkbox"/>	_____
Glass	Clear glass bottles/jars	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Brown glass bottles/jars	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Green glass bottles/jars	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Mixed-color glass	<input type="checkbox"/>	<input type="checkbox"/>	_____

Material Category	Material Type	Currently Accepted	Potential Future Acceptance	Anticipated Acceptance Date
Metal	Aluminum beverage cans	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Steel/tin food cans	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Aluminum foil/pans	<input type="checkbox"/>	<input type="checkbox"/>	_____
	Empty aerosol cans	<input type="checkbox"/>	<input type="checkbox"/>	_____

Additional Notes / Restrictions

Please list any recyclables accepted if not listed above.

Authorized Signature: _____

Date: _____

SECTION 6 PRICE FORMS

6.1 Forms

Proposers are required to complete the forms included in this section of the RFP. A Proposer may be disqualified if its forms are not completed fully and in compliance with the instructions contained herein.

PRICE FORM 1 (PROPOSAL SECTION 19)
SUMMARY OF SERVICE FEE

Item	Fees	
1. Unit fees for receipt, transfer, haul and disposal of each ton of MSW delivered by the City of Paducah ¹	\$	/ton
1.1 - (unit rate x 26,000 tons/yr) ³	\$	/year
2. Unit Fees for receipt, haul, processing and sale of all recyclables delivered by the City of Paducah and received at Citizen Drop-Off Area ²	\$	/ton
2.1 - (unit rate x 1525 tons/yr) ³	\$	/year
TOTAL ESTIMATED ANNUAL SERVICE FEE⁴ (Sum of Items 1 and 2)	\$	/year
Annual adjustment of the unit fee for receipt, transfer, haul and disposal of each to of MSW delivered by the City of Paducah ⁵ :		
[_____] % of the base unit fee specified above under Item 1. will be adjusted annually by the CPI Adjustment Factor, and [_____] % of the base unit fee above will be adjusted annually by the Fuel Adjustment Factor.		
Annual adjustment of the unit fee for haul, processing and sale of all recyclables delivered by the City of Paducah and received at the Citizen Drop-Off Area ⁵ :		
[_____] % of the base unit fee specified above under Item 2. will be adjusted annually by the CPI Adjustment Factor, and [_____] % of the base unit fee above will be adjusted annually by the Fuel Adjustment Factor.		
The aggregate annual increase or decrease to the unit fees stated herein shall be subject to a maximum increase and a maximum decrease of _____%, greater or lower, as applicable, of the unit fees in effect during the prior year ⁶ .		

Notes:

1. The Unit Service Fee includes all costs for management of the contract, operation and maintenance of the transfer station facility, including receipt of all Solid Waste at the transfer station; and management, transport and disposal of all Solid Waste.
2. The Unit Service Fee includes all labor, equipment, and materials associated with the receipt and processing all recyclables delivered to the citizen drop-off area. The Contractor shall bear all costs and retain all revenues derived from the sale or disposal of the recyclables.
3. Tonnages indicated on this form are only for the purpose of comparing pricing submitted by the Proposers, and do not represent any solid waste commitment or put-or-pay guarantee by the City of Paducah.
4. Payment of the Service Fees will be made on a monthly basis, as provided in the Contract.
5. This amount will be adjusted by both the CPI Adjustment Factor and the Fuel Adjustment Factor in the respective percentages proposed on this form. For example, Proposer may propose that 60% of the amount would be adjusted by the CPI Adjustment Factor and 40% of the amount would be adjusted by the Fuel Adjustment Factor.
6. For reference, aggregate annual increases or decreases to the unit fees under the City's current contract are subject to a maximum of 6% of the unit fees in effect during the prior year.

PRICE FORM 2
Clean-up Day Contribution

Proposer commits to contribute the following to the City's annual clean-up day (check appropriate box):

_____ In-kind services valued at approximately \$_____, which services are more particularly described as follows:

_____ Annual monetary contribution to the City's solid waste fund in the amount of \$ _____

PRICE FORM 3
CERTIFICATION OF PRICE FORMS

The Undersigned hereby certifies as follows:

1. That I, _____, on behalf of _____ (PROPOSER) have personally and carefully examined the specifications and instructions for the work to be done for the City of Paducah as set forth in this RFP.
2. That I, _____, on behalf of _____ (PROPOSER) have made examination of the conditions in the City, the services applicable to the proposal, and all other relevant facts and circumstances, and fully understand the character of the work to be done for the City.
3. That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, equipment, storage and facilities, and to perform all labor and services which may be required to do said work upon the terms and conditions provided in the Contract, at the rates set forth on the Price Forms that are attached hereto.

Dated this _____ day of _____, 20_____.

PROPOSER

President/Partner/Owner Signature

President/Partner/Owner Printed Name

Secretary

Firm Name

The Proposer is an Individual _____; Partnership _____; Corporation _____; or other business entity _____; and is authorized to do business in the State of Kentucky

Signature Instructions:

If business is a CORPORATION, name of the corporation should be listed, in full and both president and secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City as part of the Proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form. If the business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If business is operating as any other business entity than listed above, the name(s) of the authorized representative(s) should be listed and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the entity shall be furnished to the City as part of the Proposal.

ACKNOWLEDGMENT OF CONTRACT

Proposer hereby acknowledges that it has read and examined the proposed Contract found in Section 8 of this Request for Proposals and has had the opportunity to have independent and professional legal counsel examine the Contract and advise it with regard to the rights, liabilities, and duties of tenant under the Contract, and is well familiar with and has a full understanding of all of the terms and provisions of the Contract. Proposer does further acknowledge and agree that, except as specifically described on the following page, all such terms and provisions are acceptable to Proposer and agrees to comply with all liabilities and duties under the Contract.

Dated: _____.

President/Partner/Owner Signature

President/Partner/Owner Printed Name

Secretary

Firm Name

ACKNOWLEDGEMENT OF CONTRACT (CONTINUED)

Use this section to describe any proposed revisions to the terms of the Contract as described in Section 20 of the Proposal Description. No proposed revisions shall be binding on the City unless expressly acknowledged and agreed to as part of the final Contract.

SECTION 7 EVALUATION OF PROPOSALS

7.1 Evaluation Procedures

Proposals will be reviewed and evaluated by a recommendation committee appointed by the City and will be supported by their consultants and legal advisors. The recommendation committee will undertake a detailed evaluation of the Proposals based on the Proposer's qualifications and experience in providing these or similar contract services; the proposed technical merit; the business merit as indicated by their financial qualifications and risk posture; and the overall value presented to the City.

At any time in the review process, the Proposers may be required to provide additional written information or make oral presentations to clarify the information presented in their respective Proposals. In addition, the City may request the opportunity to make site visits to the solid waste management facilities currently operated by the Proposer. The City may also seek additional information from references or other sources.

The Proposer determined by the City to be "best qualified" to provide the services to the City in accordance with the criteria established in this RFP will be selected for negotiation. The City retains the right to enter into negotiations with more than one Proposer. A Contract will be awarded to the selected Proposer based on review and evaluation of the Proposals submitted in accordance with the evaluation process of this RFP. The Proposals shall not be subject to public inspection until negotiations between the City and all Proposers have been concluded and a contract awarded. Although value and cost will be key factors in the selection process, all criteria set forth in this RFP will be considered.

Recommendation committee members will use the applicable evaluation criteria and weights to evaluate proposals and present their recommendation to the City Commission for designation and selection of the "best qualified" Proposer(s) to authorize contact negotiations. Pursuant to Paducah Ordinance Section 2-657 (1), the City Manager or designated representative shall determine in writing those proposals received for responsible offerors that constitute a reasonable basis for negotiation. The City Manager will ultimately select the best Proposal.

7.2 Evaluation Process

Evaluations will be made based on a process which will include review of the information requested in Section 4 as well as that provided on the qualification and price forms in Sections 5 and 6 of this RFP and any proposal clarifications sought by the City. The Selection of a Proposer for negotiations and contract award will not be based solely on low price, but on the total evaluation process. The evaluation process will include the following.

- Proposals will be reviewed and assessed for completeness. An inventory of required information will be made for each proposal. Incomplete data may adversely affect the evaluation. Severely incomplete data will result in the proposal not being evaluated further.
- The Proposer's experience in the areas of transfer station operations and the haul and disposal of waste will be reviewed and assessed in accordance with the evaluation criteria.
- The Proposer's project approach will be evaluated in greater detail, including its implementation schedule.
- A comparison of the cost information will be made. Identification of major omissions and inconsistencies will adversely affect the Proposal evaluation.
- The strengths of the Proposer's financial package will be assessed. The demonstrated ability of the Proposer to financially back up the guarantees relative to performance is of major importance.
- Acceptance of the terms and conditions contained in the Contract Principles will be reviewed and evaluated.

The City reserves the right to alter the procedures presented in this section.

7.3 Interviews

Short listed firms may be required to participate in interviews. A short listed firm should plan for the interview to take at up to one-half day. Respondents should plan to have key personnel on their teams who will be assigned to work on the proposed project. The City may at its sole discretion conduct interviews (not including demonstrations) using a format and/or venue such as live and in person, teleconference, video conference or any other technology that would facilitate two way communications between the committee and a firm being interviewed.

Short listed respondents may be asked to provide supplemental or additional information for review by the Committee prior to the conduct of the interviews. Previous clients may be contacted as part of the evaluation process. Committee members will use applicable evaluation criteria and weights to evaluate interview information.

The City reserves the right to utilize new or revised evaluation criteria and weights to be used in the interview process. If changes are made to the criteria or weights they will be reduced to writing and be sent to the respondents to be interviewed prior to the conduct of the interviews.

7.4 Recommendation/Technical Evaluation Committee

The identity of the committee will not be disclosed until short list interviews are held. Contact with a committee member prior to the approval of a respondent for contract negotiations can be grounds for removal of the respondent from consideration.

Due to the limited amount of time available for review it is strongly recommended that proposals be concise and to the point. Unless specifically requested in the RFP, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

7.5 Evaluation Criteria

The evaluation criteria are designed to evaluate Proposals by considering all aspects that will impact the quality and cost/revenue of service. The evaluation criteria to be used will be summarized under three (3) main evaluation categories: 1. Qualifications, Experience and Approach; 2. Financial Strength; and 3. Value/Cost. The Proposal's thoroughness in addressing each category will be taken into consideration during the evaluation. The following presents a description of each main evaluation criteria listed in descending order from those considered by the City to be of greater importance or weight in the evaluation process.

7.5.1 Qualifications, Experience and Approach Category – 30%

The Proposer will be evaluated based on its qualifications and experience in providing services on other solid waste projects which are similar to the services required by this RFP. In addition, the approach proposed to execute the work will be considered in the evaluation of these criteria. The particular criteria to be evaluated under this category are:

- Qualifications: Relevant company qualifications and experience operating transfer station facilities, and the haul and disposal services similar to that proposed.
- Positive results from reference verifications.
- Project Approach: Thoroughness of the Proposer's approach, including level to which it aligns with City goals and objectives.
- Reasonableness of Proposer's organizational structure, staffing levels, management team, and the qualifications of key personnel.

- Reliability and effectiveness of operating and maintaining transfer stations, providing transport services and coordinating safe and compliant disposal of all materials.
- Developing and implementing safety programs.
- Compliance with regulatory requirements, and emergency and spill containment plans.

7.5.2 Financial Strength Category – 30%

Under this category, the City will evaluate the relative financial strength of the Proposed Contracting Entity and the Guarantor, if applicable, through their ability to provide the Performance Bond, required insurance and other factors such as:

- Adequacy of financial status and stability, and proposed financing plan
- Credit rating
- Net worth.
- Leverage (long-term debt to total capital ratio)
- Liquidity (current debt to current assets ratio)
- Overall financial stability

7.5.3 Value/Cost Category – 40%

Proposals will be evaluated based on the total cost effectiveness to the City for the receipt, transfer, transport and disposal of waste and the risks associated with the contract terms. The City will determine which Proposal is most advantageous based upon the strength of the Proposer’s approach, the cost review and other risk factors. A Proposal with the lowest price may not be determined to provide the highest value to the City based on the approach to the project presented. The overall value/cost evaluation will also consider the following:

- Proposer’s submitted Service Fees.
- Travel distance from Public Works Facility to Transfer Station.
- Adherence/exceptions to Contract Principles.
- Service Fees compared to proposed approach to providing the services.

7.6 Evaluation Scoring

All Proposals will be evaluated subjectively utilizing the criteria established above, and applying the following weighting for each main evaluation category:

Qualifications, Experience and Approach	30%
Financial Strength.....	30%
Value/Cost.....	40%
<u>Total</u>	<u>100%</u>

**SECTION 8
CONTRACT**

**AGREEMENT FOR TRANSFER, TRANSPORT
AND DISPOSAL OF MUNICIPAL SOLID WASTE**

THIS AGREEMENT (“Agreement”) made and entered into this ____ day of _____, 2026, by and between the **CITY OF PADUCAH, KENTUCKY**, a municipal corporation and body politic of the Commonwealth of Kentucky, P.O. Box 2267, Paducah, Kentucky 42002-2267, (hereinafter referred to as the "City") and _____, with local offices located at _____ (hereinafter referred to as "Contractor”);

W I T N E S S E T H:

WHEREAS, the City’s Solid Waste Division is responsible for the collection of residential and commercial waste within the City limits of Paducah; and

WHEREAS, the City desires to contract for long-term transfer station services, the transport and disposal of all municipal solid waste and recycling products, and a safe and accessible citizen drop-off area for the deposition of recyclable products; and

WHEREAS, by Request for Proposals for Solid Waste Receipt, Transfer, Haul & Disposal, issued _____, the City sought proposals to secure long-term transfer station services, transport and disposal services and a safe and accessible citizen drop-off area for the deposition of recyclable products; and

WHEREAS, after evaluating the proposals received, the City desires to contract with Contractor, as an independent contractor, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for the consideration hereinafter set forth, the City and Contractor agree as follows:

SECTION 1: DEFINITIONS:

For the purposes of this Agreement, the following terms shall apply:

1.1. **Acceptable Recyclable Material:** Shall mean paper, plastic, aluminum, tin, steel, and cardboard and all other accepted items described on page 52 labeled **Accepted Recyclable Materials**.

1.2. **Applicable Law:** Shall mean (1) any federal, state or local law, code or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or other order of any Governmental Body having appropriate jurisdiction; (3) any established interpretation of law or regulation utilized by an appropriate Governmental Body if such interpretation is documented by such Governmental Body and both generally applicable and publicly available; and (4) Governmental Approvals, in each case having the force of law and applicable from time to time to the Transfer Station, the Disposal Facility, and the Backup Disposal Facility, the services provided by Contractor under this Agreement, or any other transaction or matter contemplated in this Agreement (including any of the foregoing which pertain to waste management, waste transportation, waste disposal, health, safety, fire, environmental protection, labor relations, building codes, the payment of prevailing or minimum wages and non-discrimination), now in effect, or hereafter enacted during the Contract Term.

1.3. **Backup Disposal Facility:** A landfill or similar facility approved by the City, operated in accordance with all Applicable Laws for handling Solid Waste, to which the Contractor transports Solid Waste from the Transfer Station for final disposal should the Disposal Facility be unable to receive Solid Waste for any reason. In order for the Backup Disposal Facility to be approved by the City, the owner/operator shall maintain, at its sole expense, Owned and Non-Owned Disposal Site Pollution Legal Liability and Remediation/Cleanup with limits of \$1,000,000 per claim during the Contract Term.

1.4. **Billing Month:** Means each calendar month during the Contract Term, commencing the calendar month during which the Service Date occurs.

1.5. **C&D Waste:** Means wastes resulting from construction, remodeling, repair or demolition operations of structures and from road building.

1.6. **Citizen Drop-off Center:** A safe and adequately equipped facility for citizens to directly dispose of Acceptable Recyclable Material at the Transfer Station.

1.7. **Contract Term:** Has the meaning set forth in Section 5.

1.8. **Contract Year:** The first Contract Year shall be the period beginning on the Service Date and ending on the following September 26th. Thereafter, a Contract Year shall be the period beginning on September 27th and ending on the following September 26th.

1.9. **Contractor's Proposal:** Written terms, conditions, and costs for performing the work and submitted by Contractor on _____, 2026 to the City in response to the City's RFP.

1.10. **City-Designated Personnel:** The City Manager and other City employees or agents designated by the City Manager.

1.11. **Construction Completion:** Has the meaning set forth in Section 2.2.1.

1.12. **Consumer Price Index or CPI:** The U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for the South Region , All Items, All Urban Consumers (CPI-U), Not Seasonally Adjusted, and reported in the CPI Detailed Report Series Id: CUUR0300SA0.

1.13. **Consumer Price Index Adjustment Factor or CPI Adjustment Factor:** The pricing adjustment factor to be applied, when used with respect to a particular Contract Year, equal to the quotient derived by dividing (a) the average of the 12 monthly CPI values in the Contract Year preceding the Contract Year with respect to which a calculation is made, divided by (b) the average of the 12 monthly CPI values from January 2026 through and including December 2026.” The language following (b) in the example definition would result in the average 2026 CPI being used as the base upon which all future adjustments will be made (as opposed to a year-over-year change in CPI).

1.14. **Disposal Facility:** The City approves the Disposal Facility located at _____ to which the Contractor shall transport Solid Waste from the Transfer Station for final disposal; provided, however, the owner/operator shall maintain, at its sole expense, Owned and Non-Owned Disposal Site Pollution Legal Liability and Remediation/Cleanup with limits of \$1,000,000 per claim during the Contract Term. The owner/operator shall operate the Disposal Facility in accordance with Applicable Law for handling Solid Waste.

1.15. **Effective Date:** The date this Agreement is executed and delivered by the parties hereto.

1.16. **Emergency Solid Waste Processing:** An unexpected, serious occurrence or situation urgently requiring prompt action by the Contractor, such as but not limited to pending or post storm event processing of Solid Waste at the Transfer Station as a result of increased curbside collections.

1.17. **Fuel Adjustment Factor:** The pricing adjustment factor to be applied, when used with respect to a particular Contract Year, equal to the quotient derived by dividing (a) the average of the 12 monthly EIA Diesel All Types Prices – Midwest (PADD2) (the “EIA Diesel Prices”), as reported by the U.S. Energy Information Administration, values in the Contract Year preceding the Contract Year with respect to which a calculation is made, divided by (b) the average of the 12 monthly EIA Diesel Prices values from January 2026 through and including December 2026.

1.18. **Governmental Approval:** All orders of approval, permits, licenses, authorizations, consents, certifications, exemptions, rulings, entitlements and approvals issues by a Governmental Body of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contractor’s obligations under this Agreement.

1.19. **Governmental Body or Governmental Bodies:** Any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction.

1.20. **Moderate Risk Waste:** Any waste that exhibits any of the properties of hazardous

waste but is exempt from regulation under Applicable Law solely because the waste is generated in quantities below the threshold for regulation.

1.21. **Request for Proposals or RFP:** Means the Request for Proposals for Transfer Station Receipt, Transfer, Haul and Disposal of Municipal Solid Waste dated _____, 2026.

1.22. **Scales Facility:** The scale house and weighing truck scales operated, maintained, repaired, and replaced by the Contractor and located at the Transfer Station for weighing Solid Waste deliveries. The Contractor shall utilize scales approved and certified by the Commonwealth of Kentucky.

1.23. **Service Date:** Has the meaning set forth in Section 2.2.1.

1.24. **Service Fee:** Has the meaning set forth in Section 4.1.

1.25. **Solid Waste:** Means all municipal solid waste such as garbage, refuse, rubbish and other materials and substances discarded as being spent, useless, worthless or in excess to the generator thereof at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments (including small quantities of hazardous material or medical waste but only to the extent permitted by Applicable Law), which are acceptable now or in the future at the Transfer Stations under Applicable Law. Solid Waste includes Acceptable Recyclable Material, Moderate Risk Waste, White Goods, and C&D Waste.

1.26. **Ton:** 2,000 pounds.

1.27. **Transfer Station:** The Contractor's facility having all Governmental Approvals required by Applicable Law located at _____, where Solid Waste is deposited from collection vehicles and transferred to waste hauling vehicles to be transported to the Disposal Facility, including without limitation the Citizen Drop-off Center and the Scales Facility.

1.28. **Unacceptable Waste:** Shall mean "hazardous substance" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. and "hazardous waste" as defined under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.

1.29. **Uncontrollable Circumstance:** Any cause beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement, and that materially interferes with or materially increases the cost of performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this

Agreement on the part of such party. Subject to the foregoing, Uncontrollable Circumstances may include without limitation the following: acts of God, war, riot, fire, explosion, wind storm, flood, earthquakes, or action by a Governmental Body not party to this Agreement. Uncontrollable Circumstances shall not include without limitation any act, event, or circumstance that would not have occurred if the affected party had complied with its obligations hereunder; changes in interest rates, inflation rates, wage rates, insurance costs, currency values, labor availability, exchange rates or other economic conditions; changes in the financial condition of the City, the Contractor, any subcontractor, any of the Contractor's affiliates or any other person in the performance of this Agreement; weather conditions normal for the geographic region of the City; strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar labor disruptions by employees; or equipment failure.

1.30. **White Goods:** Means residential appliances, including water heaters, washers, water tanks, dryers, stoves, refrigerators, and electronics.

SECTION 2: SCOPE OF SERVICES - RESPONSIBILITIES OF CONTRACTOR

The Contractor shall furnish the following services and during the Contract Term shall be responsible for the following:

2.1. The Contractor shall, in accordance with this Agreement, operate, maintain, and replace, at its sole cost and expense, a Transfer Station, which shall include without limitation a Citizen Drop-off Center and Scales Facility. At all times during the Contract Term, the Contractor shall own or otherwise have control of the Transfer Station. The Transfer Station shall at all times during the Contract Term have and comply with all Governmental Approvals in order to permit it to be used for the purposes contemplated by this Agreement in compliance with all Applicable Law.

2.2. The Citizens Drop-off Center shall have paved or concrete surfaces for all container and traffic areas to minimize dust and debris accumulation and shall be maintained in a clean and orderly manner at all times, and shall be adequately lit during times of extended hours of operation.

2.3. The Contractor shall furnish at its own cost and expense all labor, materials, supplies and equipment needed to operate and maintain the Transfer Station for the receipt of Solid Waste in accordance with Applicable Law.

2.4. All Solid Waste delivered by City or City residents and businesses to the Transfer Station operated by Contractor under the terms of this Agreement shall be received, safely managed, and loaded into transfer trailers by the Contractor for hauling and disposal at the Disposal Facility or Backup Disposal Facility on the same day such Solid Waste is delivered to the Transfer Station. Except as provided in Section 2.5, all Solid Waste shall be removed from the Transfer Station each day. The Contractor shall provide for the proper hauling and disposal of all Solid Waste delivered by the City or its residents to the Disposal Facility and the Backup Disposal

Facility, in accordance with all terms and conditions of this Agreement. The Contractor shall only dispose of Solid Waste at the Disposal Facility or Backup Disposal Facility, and at no other disposal location without the prior written consent of the City.

2.5. In the event that the Contractor fails to comply with its obligations to accept all Solid Waste (unless failure is due to the occurrence of a Uncontrollable Circumstances) or fails to dispose of Solid Waste at only a City approved disposal facility, the Contractor shall pay the City liquidated damages in the amount of (i) either \$50.00 per ton of rejected Solid Waste or all out-of-pocket costs incurred by the City in disposing of the rejected Solid Waste at another transfer station or disposal site, including without limitation service fees and transport costs, whichever is more, or (ii) \$100.00 per ton of improperly disposed of Solid Waste. The City may invoice the Contractor for such liquidated damages on a weekly basis, and such invoices will be due and payable by the Contractor within ten days following receipt of the invoice. Except to the extent excused due to an Uncontrollable Circumstance, the failure or refusal of the Contractor to accept, process and dispose of Solid Waste during normal operating hours (i) for a 24-hour period (other than Holidays) at the Transfer Station, or (ii) for a period of seven consecutive days (excluding Holidays) at the Transfer Station shall constitute a material default by the Contractor and the City may (notwithstanding anything to the contrary in Section 18) terminate this Agreement without any requirement of having given notice previously or of providing any further cure opportunity.

2.6. The Contractor shall be responsible for the weighing, transportation, marketing and disposal of segregated Recyclable Materials, Moderate Risk Waste and White Goods delivered to and accepted at the Transfer Station (including the Citizens Drop-off Center) from the Transfer Station to appropriate City-approved disposal sites for disposition, including end-use markets, in accordance with Applicable Law. Prior to disposal or recycling of any White Goods, the Contractor shall remove refrigerants and other hazardous components from all such White Goods accepted at the Transfer Station in accordance with the Applicable Law. The Contractor acknowledges that the Service Fee paid in accordance with Section 4 includes all compensation to which the Contractor is entitled on account of all transportation and disposal costs. The Contractor may retain the revenue generated from the marketing of recovered Recyclable Materials, Moderate Risk Waste and White Goods, however, the Contractor is to provide to the City written verification reports as to the quantities of the Acceptable Recyclable Material and income and expense statements for record keeping purposes.

2.7. The Contractor shall schedule its employees in such a manner so as to avoid delays and back-ups in receiving Solid Waste at the Transfer Station. At least two (2) employees shall be available at the Transfer Station during operating hours, which shall be as set forth below:

2.7.1. Monday through Friday 7:00 a.m. to 4:00 p.m.

2.7.2. Saturday 7:00 a.m. to Noon¹.

2.7.3. The Contractor's offices shall be opened from 8 a.m. to 5 p.m. Monday through Friday to handle customer service questions and problems and an answering service, in direct

¹ All times described in this Agreement shall be Central Standard Time.

contact with the managers and owners of the Contractor, shall handle after normal operating hour questions and problems.

2.8. The Transfer Station shall be open on all days, except for Sundays and the following holidays unless otherwise agreed upon by the City and Contractor:

2.8.1. New Year's Day

2.8.2. Thanksgiving Day

2.8.3. Christmas Day

The Contractor shall provide the City with after-hours access to the Transfer Station upon reasonable request.

2.9. At the Scales Facility, the Contractor shall weigh all vehicles delivering Solid Waste to the Transfer Station by the City before and after the transfer of Solid Waste into the transfer trailers. At the Scales Facility, the Contractor shall also weigh Recyclable Materials, Moderate Risk Waste and White Goods delivered to and accepted at the Transfer Station (including the Citizens Drop-off Center). Such weighing method shall be approved by the City prior to implementation. The City shall have the right to test the accuracy of scales at reasonable times and without unreasonable interference with operations of the Transfer Facility. In the event the weighing scales become inoperable, the Contractor shall repair and/or replace the scales within a commercially reasonable time, not to exceed seven (7) calendar days. During scales breakdown, the City shall provide a reasonable estimate by (a) weighing the collection vehicle at a City facility, (b) using the historical records of the weight of Solid Waste delivered to the Transfer Station for a comparable period during the preceding Contract Year, or (c) any other reasonable means that the City deems appropriate.

2.10. The Contractor shall maintain daily records of the number of Tons of Solid Waste delivered by the City to the Transfer Station and the number of Tons of Solid Waste transported from the Transfer Station to the Disposal Facility, indicating, in each case and to the extent practicable, the date and time of arrival or departure of each City vehicle transporting such waste, with appropriate identification of each vehicle.

2.11. The Contractor shall assist the City with Emergency Solid Waste Processing of Acceptable Waste prior to and after storm events or other emergencies within the normal scope of services defined in this section.

2.12. Prior to the Service Date, the Contractor shall own or have right to use the Backup Disposal Facility and shall develop an emergency backup plan, acceptable to the City, in the event the Disposal Facility is unavailable for disposal at any time during the Contract Term. The Service Fees set forth in Section 4 apply to the Backup Disposal Facility. Also, prior to the Service Date, the Contractor shall notify the City in writing of the location of the Backup Disposal Facility. In the event the location of the Backup Disposal Facility is changed, the Contractor shall provide the

City with written notice of the new location at least thirty (30) days prior to such the implementation of such change.

2.13. The Contractor shall furnish, at its sole cost and expense, all personnel, tractors, trailers, licenses, Governmental Approvals, equipment and other requirements necessary to transport all Solid Waste received at the Transfer Station to the Disposal Facility or Backup Disposal Facility. The Contractor shall provide sufficient number of trailers to transport all Solid Waste and Acceptable Recyclable Material (in addition to any other waste it is obligated or may be obligated to transport) for the Contract Term.

2.14. The Contractor shall provide for the receipt, processing and sale of all Acceptable Recyclable Material delivered to the Transfer Station by the City or to the Citizens Drop-off Center by its residents. The Contractor shall, at its sole cost and expense, operate the Citizens Drop-off Center with its own staff, (ii) furnish and maintain roll-off or other containers for collection of Acceptable Recyclable Material, and (iii) arrange for the removal and disposal of such Acceptable Recyclable Material. The Contractor shall ensure that all Acceptable Recyclable Material received at the Transfer Station or Citizen Drop-off Center is properly processed and disposed of at a recycling facility or end use- market, in accordance with all Applicable Law. Acceptable Recyclable Material shall not be disposed of in a landfill, except to the extent contamination or other conditions make recycling unlawful or infeasible under Applicable Law.

2.15. The Contractor shall provide for the control of insects, rodents and other vectors, and shall employ whatever means necessary to minimize the generation and migration of nuisance litter and debris throughout the Transfer Station on a daily basis.

2.16. The Contractor shall participate in the City's annual clean-up day, either by provision of in-kind services or by making a contribution to the City's solid waste fund in the amount of \$ _____ per year. Any in-kind services provided shall be subject to prior approval of the City.

2.17. The services to be performed under this Agreement by the Contractor shall be performed under all weather conditions. Further, in the event of inclement weather, the Contractor shall be responsible for taking measures necessary (e.g. plowing) to allow for ingress and egress into and within the Transfer Station.

SECTION 3: RESPONSIBILITIES OF THE CITY

3.1. The City shall deliver all Solid Waste collected by or on behalf of the City to the Transfer Station during the Contract Term.

3.2. The City makes no representation or guarantee as to the actual quantity or type of Solid Waste or Acceptable Recyclable Materials to be delivered to the Transfer Station pursuant to this Agreement. The City shall not be liable for any failure to deliver, or cause to be delivered,

Solid Waste or Acceptable Recyclable Materials to the Transfer Station.

3.3 The City shall pay the Service Fee and any other amounts due the Contractor in accordance with the terms and conditions of this Agreement.

3.4 Nothing in this Agreement will be deemed to restrict the right of the City to practice source separation for the recovery, recycling or composting of waste nor the right of the City to conduct, sponsor, encourage or require such source separation. The City will not be responsible or liable for any reduction in the amount of Solid Waste generated in the City and delivered to the Transfer Station by the City, which may result from any such source separation or recycling program.

SECTION 4: CONSIDERATION FOR TRANSFER STATION OPERATION

4.1 As the sole compensation for the Contractor’s performance of the services described in Section 2 of this Agreement, beginning on the Service Date the City shall pay the Contractor a service fee in accordance with this Section 4 (the “Service Fee”). For each Billing Month, the City shall pay the Contractor the Service Fee in an amount equal to the sum of (a) the amount determined pursuant to Section 4.1.1 for the amount of Solid Waste (other than Acceptable Recyclable Material) delivered by the City to the Transfer Station during such Billing Month, and (b) the amount determined pursuant to Section 4.1.2 for the amount of Acceptable Recyclable Material delivered to the Transfer Station or the Citizen Drop-off Center during such Billing Month.

4.1.1. The City shall pay the Contractor a base unit fee of \$_____ **per Ton** to receive, transfer, process, transport and dispose of all Solid Waste delivered to the Transfer Station by the City. The foregoing amount shall be in effect through September 26, 2027 and shall thereafter be adjusted at the start of each Contract Year as described in Section 4.2.

4.1.2. The City shall pay the Contractor a base unit fee of \$_____ **per Ton** to receive, transfer, process, transport and sell all Acceptable Recyclable Material delivered to the Citizen Drop-off Center. The foregoing amount shall be in effect through September 26, 2027 and shall thereafter be adjusted at the start of each Contract Year as described in Section 4.2.

4.2. The base unit fees described above in Sections 4.1.1 and 4.1.2 shall be adjusted annually as follows:

4.2.1 ____% of base unit fees shall be adjusted on September 27, 2027 and on September 27 of each Contract Year thereafter during the Contract Term by multiplying each of the base unit fees specified in Sections 4.1.1 and 4.1.2 by the CPI Adjustment Factor.

4.2.2. ____% of base unit fees shall be adjusted on September 27, 2027 and on September

27th of each Contract Year thereafter during the Contract Term by multiplying each of the base unit Service Fees specified in Sections 4.1.1 and 4.1.2 by the Fuel Adjustment Factor.

4.2.3. For each Contract Year, the aggregate annual increase or decrease to the base unit Service Fees specified in Sections 4.1.1 and 4.1.2 calculated under this provision shall be subject to a maximum increase and a maximum decrease equal to ____% greater or lower, as applicable, of the base unit Service Fees in effect during the prior Contract Year.

4.2.4 The adjusted Service Fee for each Contract Year shall be communicated by the Contractor to the City no Later than March 1 of the preceding Contract Year. By way of example, the adjusted Service Fee for the Contract Year beginning on September 27, 2027, shall be communicated to the City no later than March 1, 2027.

4.3. The Contractor shall submit a single invoice to the City for each Billing Month no later than the fifteenth day following the conclusion of such Billing Month. This monthly invoice will be paid by the City within thirty (30) days of the receipt of an approvable invoice for the Billing Month. The invoice shall be accompanied by an itemization and summary of the Tons of all Solid Waste delivered by the City and Acceptable Recyclable Material delivered by the City or residents of the City to the Transfer Station and the Citizen Drop-off Center during the Billing Month.

4.4. Except as otherwise provided herein for Acceptable Recyclable Material delivered to the Transfer Station or Citizen Drop-off Center (for which the Contractor shall be compensated pursuant to Section 4.1.2), the Contractor may impose the fees or charges set forth in **Schedule 1** to this Agreement upon City residents and businesses for deliveries of Solid Waste to the Transfer Station . All such charges shall be subject to the annual adjustments set forth in Section 4.2 of this Agreement. The Contractor shall be responsible for billing and collection of such fees and the City shall have no liability therefor.

Section 5: CONTRACT TERM

This Agreement shall become effective on the Effective Date and shall continue in effect until the fifth anniversary of the Service Date, and may be extended, at the sole discretion of the City, on the same conditions as set forth in this Agreement, for one (1) additional five-year periods; provided, however, the City provides Contractor with written notice of its election to renew at least sixty (60) days prior to the expiration of the then existing Contract Term hereunder, unless earlier terminated pursuant to the termination provisions of Section 19, in which event the Contract Term shall be deemed to have ended as of the date of such termination. At the end of the Contract Term, all obligations of the parties hereunder will terminate except as provided in Section 28.

SECTION 6: INSPECTIONS

Contractor agrees to permit City-Designated Personnel to inspect its routes, transfer station facilities, disposal and hauling equipment, complaint logs, or procedures to the extent that such pertain to the performance of this Agreement. The City shall have the right, at any time and at any place, to search Solid Waste delivered to the Transfer Station for personal property retrieval or law enforcement purposes. This right shall in no way be restricted by the Contractor and shall extend to the Disposal Facility and the Backup Disposal Facility as well as vehicles carrying such Solid Waste at any point along the route to the Disposal Facility and the Backup Disposal Facility. The Contractor shall cooperate and assist the City in this regard. Such cooperation and assistance shall include diverting vehicles carrying Solid Waste in transport, producing Solid Waste for inspection by the City and identifying the location of Solid Waste deposited at the Disposal Facility and the Backup Disposal Facility.

SECTION 7: PERFORMANCE BOND

7.1 Upon execution of this Agreement, Contractor shall furnish to the City a performance bond, in the form attached hereto as **Schedule 2** for the faithful performance of this Agreement by the Contractor and all Contractor obligations arising hereunder in the amount of \$1,500,000.00. The cost and expense of obtaining and maintaining the bond under this Section 7 shall be borne by the Contractor without additional reimbursement from the City.

7.2 A surety company licensed to do business in the Commonwealth of Kentucky and acceptable to the City shall issue the bond. A certificate from the surety company showing that the bond premiums are paid in full shall accompany the bond. The bond shall be extended annually thirty (30) days in advance of each Contract Year in an amount of \$1,500,000.00, and shall remain in effect for a period of time ninety (90) days following the expiration or termination of this Agreement.

SECTION 8: INDEPENDENT CONTRACTOR

The Contractor shall perform all work and services described in this Agreement as an independent contractor and not as an officer, agent, servant or employee of the City. Except as otherwise provided under this Agreement, Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same, and nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, and no such person shall be entitled to any benefits available or granted to employees of the City.

SECTION 9: COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall be required to perform all services under this Agreement in compliance with and shall qualify under any and all Applicable Law, and shall cause all subcontractors approved by the City in accordance with Section 13 to comply with any and all Applicable Law. If

at any time the Contractor fails to meet these requirements, it shall take immediate actions necessary to remedy such failure, shall pay any resulting damages, penalties and fines and, pursuant to Section 17, shall indemnify and hold harmless the City Indemnitees from any loss and expense resulting therefrom.

SECTION 10: GOVERNMENTAL APPROVALS

Contractor at its sole cost and expense, shall maintain throughout the term of this Agreement all Governmental Approvals necessary or required for Contractor to perform the work and services described herein, as required by Governmental Bodies and Applicable Law.

SECTION 11: LAW TO GOVERN; FORUM SELECTION

This Agreement is entered into and is to be performed in the Commonwealth of Kentucky. The City and Contractor agree that the laws of the Commonwealth of Kentucky shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any legal action arising from or relating in any way to this Agreement shall have venue exclusively in the state courts of McCracken County, Kentucky.

SECTION 12: EMERGENCIES

In the event of an emergency, including fire, weather, environmental, health, safety and other potential emergency conditions, the Contractor shall: (1) provide appropriate notifications to the City and the Governmental Bodies having jurisdiction and shall facilitate coordinated emergency response actions by the City and all such other appropriate Governmental Bodies; (2) undertake necessary spill prevention and response measures; (3) assure timely availability of all personnel required to respond to any emergency; and (4) otherwise comply with this Agreement.

SECTION 13: SUBCONTRACTORS

The Contractor hereby agrees that no subcontractor will be used to perform any of the services to be provided to the City under this Agreement without written approval of the City. The Contractor further agrees that any subcontractor shall meet all City requirements imposed on the Contractor. The Contractor may use temporary employees from temporary employment agencies. The Contractor shall retain full responsibility to the City under this Agreement notwithstanding the execution or terms and conditions of any subcontract, and no failure of any subcontract used by the Contractor shall relieve the Contractor from its obligations hereunder. The Contractor's indemnity obligations under Section 17 shall extend to all claims for payment of damages by any subcontractor who furnishes or claims to have furnished any labor, services, materials or equipment in connection with the services performed under this Agreement.

SECTION 14: NON-ASSIGNMENT

The Contractor shall not assign, transfer, convey, or otherwise hypothecate this Agreement or its rights, duties or obligation hereunder or any part thereof without the prior written consent of

the City.

Section 15: Insurance

The Contractor shall obtain and maintain, at its sole cost, throughout the Contract Term of this Agreement, at Contractor sole cost and expense, not less than the insurance coverage set forth below, in addition to the insurance required by Applicable Law, from an insurance company authorized to write casualty insurance in the Commonwealth of Kentucky and having a minimum rating of “A-VII” in the Best Key Rating Guide published by A.M. Best & Co., Inc., as will protect itself, its subcontractors, the City, including officials, agents and employees of the City, from claims for bodily injury, death, property damage, or environmental liability which may arise from operations and services performed under this Agreement. Each insurance policy (excluding Worker’s Compensation) shall name the City as additional insured. The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Section, and shall have filed the certificates of insurance or a certified copy of the insurance policies with the City. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without thirty (30) days written notice to the City of intention to cancel.

1. Commercial General Liability on an occurrence basis, covering bodily injury, personal injury, advertising injury and property damage including loss of use, with minimum limits of:

- a. \$2,000,000 Minimum General Aggregate;
- b. \$2,000,000 Products & Complete Aggregate;
- c. \$1,000,000 Personal & Advertising; and
- d. \$3,000,000 each occurrence.

The Commercial General Liability insurance shall include coverage for on- premises and off-premises operations, contractual liability, broad form property damage and professional liability. The Commercial General Liability insurance shall be written on an occurrence basis and shall not be written on a claims- made basis.

Coverage shall be written on current/latest edition of ISO CG0001 or its equivalent. The City shall be named as an additional insured for ongoing as well as completed operations using the latest edition of ISO endorsements CG2010 and CG2037.

2. Business Automobile Liability insurance coverage, or its equivalent, covering liability arising out of the ownership, maintenance, operation, or use of any owned, non-owned and hired automobiles in connection with this Agreement with a combined single limit for bodily injury and property damage of \$3,000,000 each occurrence. Coverage shall be written on latest edition of ISO CA0020 including CA 9948 or its equivalent.. Coverage shall include the MCS-90 endorsement.

3. Employers Liability with minimum limits of:

- a. \$1,000,000 Each Accident for Bodily Injury;
- b. \$500,000 Policy limit for Bodily Injury by Disease; and
- c. \$1,000,000 Each Employee bodily Injury by Disease.

Kentucky Worker's Compensation Insurance to meet the statutory requirements of the Commonwealth of Kentucky covering all employees of the Contractor.

4. All risk property and casualty insurance for the replacement value of the Transfer Station including without limitation the Scales Facility and the Citizen Drop-off Center, and all equipment, vehicles, and other related assets to the Contractor's business operation.

5. Environmental Liability coverage as follows:

- a. \$3,000,000.00 - Pollution Legal Liability and Remediation Legal Liability coverage on the Transfer Station and/or Transfer Station Site;
- b. \$1,000,000.00 – Auto Pollution Liability and Contingent Transportation coverage for each occurrence during the transportation of the Solid Waste; and
- c. \$5,000,000.00 - Owned and Non-Owned Disposal Site Pollution Legal Liability and Remediation/Cleanup coverage and Contingent Transportation Pollution Liability coverage on the Disposal Facility and the Backup Disposal Facility.

All insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:

- a. Policy contains no deductible clauses -or-
- b. Policy contains a deductible property damage clause; however, insurance company will pay claim and collect the deductible from the Contractor. Deductibles greater than \$10,000 require prior written approval of the City.
- c. insurance company will pay claim and collect the deductible from the Contractor. Higher environmental liability deductibles are acceptable, however, deductibles greater than \$50,000 require prior written approval of the City.

All subcontractors must meet the same minimum insurance requirements, to be verified by the Contractor through valid certificates of insurance from each subcontractor. Copies of all such insurance policies shall be on file with the City prior to the Service Date and annually at the commencement of each Contract Year.

All insurance policies required under this Agreement shall include a waiver of subrogation in favor of the City, its officials, agents, and employees.

The Contractor's insurance coverage shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City.

SECTION 16: SAFETY AND SECURITY

16.1. The Contractor shall maintain the safety of the operations of the Transfer Station at a level consistent with Applicable Law. Without limiting the foregoing, the Contractor shall: (1) take all precautions for the safety of, and provide all reasonable protection to prevent damage, injury or loss by reason of or related to the operation of the Transfer Station to, (a) all employees working at the Transfer Station and all other persons who may be involved in the operation and maintenance of the Transfer Station, (b) all customers and visitors to the Transfer Station; (2) establish and enforce

all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations; (3) give all notices and comply with all Applicable Law relating to the safety of persons or property or their protection from damage, injury or loss; (4) designate qualified and responsible employee(s) whose duty shall be the supervision of safety, the prevention of fire and accidents and the coordination of such activities as shall be necessary with Applicable Law and City officials; and (5) provide for safe and orderly vehicular movements.

16.2. The Contractor shall be responsible for the security of the Transfer Station, including the safe storage and security of Contractor's equipment, and shall maintain suitable fences, gates and locks at the Transfer Station. The Contractor shall guard against and be responsible for all damage or injury to such properties caused by trespass, negligence, vandalism or malicious mischief of third parties. The Contractor shall prepare a Safety and Security Plan that will be reviewed by the parties annually and updated when necessary.

SECTION 17: INDEMNIFICATION

17.1. The Contractor covenants and agrees to indemnify, defend, hold harmless, and render whole the City and its elected officials, appointed officers, directors, employees, representatives, agents, consultants and contractors (each, a "City Indemnitee") for (and pay the full amount of) any loss, cost, and expense, including attorney fees, which are incurred by the City Indemnitee for reason of the Contractor's failure to properly perform under this Agreement. Additionally, it is expressly agreed and understood that the Contractor shall at all times indemnify and save the City Indemnitee harmless from (and pay the full amount of) any and all loss or damage which may be sustained by the City Indemnitee by reason of any negligent act or omission committed by the Contractor, and/or its employees and agents, in the performance of its work hereunder. The Contractor shall indemnify and save the City Indemnitee harmless from (and pay the full amount of) any and all claims, demands, and causes of action arising either directly or indirectly from any of such negligent act or omission including but not limited to claims by third parties for property damage or personal injury.

17.2. Notwithstanding the foregoing provisions, in the event loss or damage incurred by the City Indemnitee or claims, demands, or causes of action asserted against the City Indemnitee is attributable to the sole negligence of the City Indemnitee the foregoing provisions shall not apply, but rather, the parties shall have such rights and remedies as provided by law.

17.3. The Contractor's indemnification obligations hereunder shall also include reimbursement to the City Indemnitee for any attorney fees and court costs incurred by the City Indemnitee by reason of making a claim for loss or damage or by reason of the assertion of any claims, demands, or causes of action against it.

SECTION 18: EVENTS OF DEFAULT BY THE CONTRACTOR

18.1. In the event the Contractor defaults in the performance of any of the material,

covenants or agreements to be kept, done, or performed by it under the terms of this Agreement, the City at its option may notify the Contractor in writing of the nature of such default. Within fifteen (15) days following such notice,

18.1.1. the Contractor shall correct the default; or

18.1.2. in the event of a default not capable of being corrected within fifteen (15) days, the Contractor shall commence correcting the default within fifteen (15) days of the City's notification. The City, in its unreviewable discretion, may grant an extension of time for the correction of the default or for the commencement of actions to correct the default providing that, in the City's reasonable judgment, the Contractor is diligently pursuing a correction, but in no event shall this extension be longer than forty (40) days from the City's notification.

18.2. If the Contractor fails to correct the default as provided above, the City, without further notice, shall have all of the following rights which the City may exercise singly or in combination, in addition to any other right or remedy allowed by Applicable Law:

18.2.1. the right to declare that this Agreement, together with all rights granted the Contractor hereunder, are terminated effective upon such date as the City shall designate; and

18.2.2. the right to contract with others to perform the services otherwise to be performed by the Contractor, or to perform such services itself, in which event the Contractor shall be liable to the City for the costs expended by the City to secure such performance; and

18.2.3. the right to pursue all legal and equitable remedies against the Contractor and/or on its bond posted under Section 8 hereof to recover the costs, expenses, and losses by such default.

18.3. Each of the following will constitute a default by the Contractor upon which the City, by notice to the Contractor, may terminate this Agreement without any requirement of having given notice previously or of providing the cure opportunity set forth in Section 18.1:

18.3.1. Failure to maintain the insurance as required by Section 15 or bonds required as set forth in Section 7 of this Agreement.

18.3.2. Declaration of voluntary or involuntary bankruptcy.

18.3.3. The insolvency of the Contractor as determined under the Bankruptcy Code.

18.3.4. Except to the extent excused due to an Uncontrollable Circumstance, the failure or refusal of the Contractor to accept, process and dispose of Solid Waste during normal operating

hours (i) for a 24-hour period (other than Holidays) at the Transfer Station, or (ii) for a period of seven consecutive days (excluding Holidays) at the Transfer Station.

18.4. The right of termination provided under this Section 18 upon default by the Contractor is not exclusive. If this Agreement is terminated by the City for a default by the Contractor, the City shall have the right to pursue a cause of action for actual damages and to exercise all other remedies which are available to it under this Agreement, under the bond set forth in Section 7 and under Applicable Law.

18.5. Termination of this Agreement pursuant to this Section will not relieve the Contractor or its Surety from liability for liquidated damages provided under this Agreement. The Contractor shall be liable for all liquidated damages that have accrued up to the termination date. The parties acknowledge and agree that such liquidated damages are intended solely to compensate the City for costs and expenses associated with the specific circumstances identified in the specific provisions providing for such liquidated damages and are not intended to liquidate all damages that the City is likely to suffer in the event of a Contractor Event of Default under this Article. Accordingly, except with respect to damages relating solely to the specific circumstances for which liquidated damages are provided under this Agreement, the payment of any such liquidated damages by the Contractor will not serve to limit or otherwise affect the City's right to pursue and recover damages under subsection (C) of this Section.

18.6 In the event of breach or default, the non-breaching/non-defaulting party shall also be entitled to recover any costs and expenses incurred in interpreting and enforcing this Agreement, including any court costs, expenses, and reasonable attorney fees.

SECTION 19: EVENTS OF DEFAULT BY THE CITY

19.1. Each of the following shall constitute a default by the City upon which the Contractor, by written notice and an opportunity to cure to the City, may terminate this Agreement:

19.1.1. Any representation or warranty of the City hereunder was false or inaccurate in any material respect when made, and the legality of this Agreement or the ability of the City to carry out its obligations hereunder is thereby adversely affected.

19.1.2. The failure, refusal or other default by the City in its duty to pay an amount required to be paid to the Contractor under this Agreement within 60 days following the due date for such payment.

19.2. No such default described in this Section 19 will give the Contractor the right to terminate this Agreement for cause unless:

19.2.1. The Contractor has given prior written notice to the City stating that a specified default has occurred, which gives the Contractor a right to terminate this Agreement for cause under

this Section, and describing the default in reasonable detail; and

19.2.2. The City has neither challenged in an appropriate forum the Contractor's conclusion that such default has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such default within a reasonable period of time not to exceed 30 days after the date of the notice given pursuant to the preceding paragraph (but if the City shall have diligently taken steps to correct such default within a reasonable period of time, the same shall not constitute a default giving the Contractor a right to terminate this Agreement for as long as the City is continuing to take such steps to correct such default).

19.3. In the event of breach or default, the non-breaching/non-defaulting party shall also be entitled to recover any costs and expenses incurred in interpreting and enforcing this Agreement, including any court costs, expenses, and reasonable attorney fees.

SECTION 20: NON-BINDING MEDIATION

20.1. Either party may request non-binding mediation of any dispute arising under this Agreement. The non-requesting party may decline the request in its sole discretion. If there is concurrence that any particular matter shall be mediated, the provisions of this Section shall apply. The costs of such non-binding mediation shall be divided equally between the City and the Contractor.

20.2. The mediator shall be a professional engineer, attorney or other professional mutually acceptable to the parties who has no current or on-going relationship to either party. The mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the mediator's program to resolve the dispute until and unless the parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interest are not being served by the mediation.

20.3. Mediation is intended to assist the parties in resolving disputes over the correct interpretation of this Agreement. No mediator shall be empowered to render a binding decision.

20.4. Nothing in this Section shall operate to limit, interfere with or delay the right of either party under this Article to commence judicial legal proceedings upon a breach of this Agreement by the other party, whether in lieu of, concurrently with, or at the conclusion of any non-binding mediation.

20.5 Notwithstanding any disputes which arise between the City and the Contractor, the Contractor shall continue to perform all services required of it under this Agreement during the pendency of the dispute. The City shall pay the undisputed amounts pursuant to this Agreement.

SECTION 21: REPRESENTATIONS AND WARRANTIES

21.1. The Contractor represents and warrants that it is a _____,
duly organized, validly existing and in good standing under the laws of the Commonwealth of

Kentucky, is duly qualified to conduct business in the Commonwealth of Kentucky, and has the power and authority to enter into this Agreement and to perform the obligations set forth herein. The execution and delivery of this Agreement has been approved by all necessary action of the members of the Contractor, and no other actions are required in order to constitute this Agreement as a binding obligation of a contract.

21.2. To the best of its knowledge after due inquiry, neither the execution nor delivery by the Contractor of this Agreement nor the performance by the Contractor of its obligations in connection with the transactions contemplated hereby or the fulfillment by the Contractor of the terms or conditions hereof (1) conflicts with, violates or results in a breach of any constitution, law or governmental regulation applicable to the Contractor or (2) conflicts with, violates or results in a breach of any order, judgment or decree, or any organizational document of the Contractor, or any contract, agreement or instrument to which the Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

21.3. Except as disclosed in writing to the City, there is no legal proceeding, at law or in equity, before or by any court or Governmental Body pending or, to the best of the Contractor's knowledge after due inquiry, overtly threatened or publicly announced against the Contractor, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Agreement by the Contractor or the validity, legality or enforceability of this Agreement against the Contractor, or any other agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby, or on the ability of the Contractor to perform its obligations hereunder or under any such other agreement or instrument.

21.4. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body is required for the valid execution and delivery of this Agreement by the Contractor or the performance of its payment or other obligations hereunder except as such have been duly obtained or made or, if not required as of the Effective Date, are expected to be obtained in due course.

21.5 Except as disclosed in writing to the City, to the best of its knowledge after due inquiry, there are no material and adverse claims or demands based in environmental or tort law, or based on breach of contract, pending or threatened against the Contractor with respect to any solid waste transfer station operated, maintained or managed by the Contractor that would have a material and adverse effect upon the ability of the Contractor to perform this Agreement.

21.6 Except as disclosed in writing to the City, to the best of its knowledge after due inquiry, the Contractor is not in material violation of any law, order, rule or regulation applicable to any solid waste transfer station operated, maintained or managed by the Contractor, the violation of which may have a material and adverse effect on the ability of the Contractor to perform its obligations hereunder.

21.7 The information supplied and representations and warranties made by the Contractor in all submittals made in response to the RFP and in all post-Contractor Proposal submittals with respect to the Contractor are true, correct and complete in all material respects.

SECTION 22: NOTICES

All notices required, permitted, or given pursuant to the provisions of this Agreement shall be in writing, and either (i) hand delivered, (ii) delivered by certified mail, postage prepaid, return receipt requested, (iii) delivered by an overnight delivery service, or (iv) delivered by facsimile machine or email, followed within twenty-four (24) hours by delivery under options (i), (ii) or (iii) addressed as follows:

If to the Contractor:

If to the City:

City of Paducah Kentucky
City Hall
300 South 5th Street
Paducah, KY 42001
Attention: City Manager

Notices shall be deemed delivered upon receipt. The addresses given above may be changed by any party by notice given in the manner provided herein.

SECTION 23: CONTRACTOR’S RECORDS

23.1. Contractor shall maintain its books and records related to the performance of this Agreement in accordance with the following minimum requirements:

23.1.1. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers and canceled checks, as well as all other records or documents evidencing or relating to charges for services, expenditures or disbursements borne by the City for a minimum period of five (5) years, or for any longer period required by Applicable Law, from the date of final payment to Contractor pursuant to this Agreement.

23.1.2. Contractor shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by Applicable Law, from the date of termination or completion of this Agreement.

23.2. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time, during regular business hours, upon written request by the City or its designated agent or representative. The records shall be available to the City at the address indicated above for receipt of notices in this Agreement.

23.3. The Contractor shall fully support the City’s reporting requirements as required by

Applicable Law by providing all data, reports and other information which may be necessary for the City to comply with such reporting requirements or information requests.

SECTION 24: WAIVER

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 25: UNCONTROLLABLE CIRCUMSTANCES

25.1. Except as expressly provided under the terms of this Agreement, neither party to this Agreement shall be liable to the other for any loss, damage, delay, default or failure to perform any obligation to the extent it results from an Uncontrollable Circumstance. The parties agree that the relief for an Uncontrollable Circumstance described in this Section shall apply to all obligations in this Agreement, except to the extent specifically provided otherwise, notwithstanding that such relief is specifically mentioned with respect to certain obligations in this Agreement but not other obligations. The occurrence of an Uncontrollable Circumstance shall not excuse or delay the performance of a party's obligation to pay monies previously accrued and owing under this Agreement, or to perform any obligation hereunder not affected by the occurrence of the Uncontrollable Circumstances.

25.2. The party that asserts the occurrence of an Uncontrollable Circumstance shall notify the other party by telephone, facsimile or email (accompanied by a telephone call to the City-Designated Personnel), on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the occurrence thereof, followed within 15 days by a written description of: (1) the Uncontrollable Circumstance and the cause thereof (to the extent known); (2) the date the Uncontrollable Circumstance began, its estimated duration, and the estimated time during which the performance of such party's obligations hereunder shall be delayed, or otherwise affected; (3) its estimated impact on the other obligations of such party under this Agreement; and (4) potential mitigating actions which might be taken by the Contractor or the City and any areas where costs might be reduced and the approximate amount of such cost reductions. As soon as practicable after the occurrence of an Uncontrollable Circumstance, the affected party shall also provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever an Uncontrollable Circumstance occurs, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use all reasonable efforts to eliminate the cause thereof, mitigate and limit damage to itself and the other party, and resume full performance under this Agreement. While the Uncontrollable Circumstance continues, the affected party shall give notice to the other party, before the first day of each succeeding month, updating the information previously submitted. The party claiming to be adversely affected by an Uncontrollable Circumstances shall bear the burden of proof, and shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other party. The Contractor shall furnish promptly any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the City.

25.3. If and to the extent that Uncontrollable Circumstances interfere with or delay or the Contractor's performing this Agreement in accordance herewith, and the Contractor has given timely notice as required by Section 25.2, the Contractor shall be entitled to relief from its performance obligations, or an extension of schedule which properly reflects the interference with performance, or the time lost as a result thereof, in each case only to the minimum extent reasonably forced on the Contractor by the event, and the Contractor shall perform all other obligations under this Agreement. In the event that the Contractor believes it is entitled to any performance or schedule relief on account of any Uncontrollable Circumstance, it shall furnish the City written notice of the specific relief requested and detailing the event giving rise to the claim within 10 days after the giving of notice delivered pursuant to Section 25.2. Within 30 days after receipt of such a timely submission from the Contractor the City shall issue a written determination as to the extent, if any, it concurs with the Contractor claim for performance or schedule relief, and the reasons therefor. The Contractor acknowledges that its failure to give timely notice pertaining to an Uncontrollable Circumstance as required under this Section 25 may adversely affect the City. To the extent the City asserts that any such adverse effect has occurred and that the adjustment to the Contractor under this Section should be reduced to account for such adverse effect, the Contractor shall have the affirmative burden of refuting the City's assertion. Absent such refutation, the reduction in adjustment to the Contractor asserted by the City in such circumstances shall be effective. The agreement of the parties as to the specific relief to be given the Contractor hereunder on account of an Uncontrollable Circumstance shall be evidenced by a written amendment to this agreement.

25.4. Notwithstanding the forgoing, should Contractor be unable to render performance under this Agreement by reason of Uncontrollable Circumstances, the City shall have the right to secure another vendor to perform any or all portions of the service required under this Agreement for the period of the expected duration of Contractor's inability to perform as set out in Contractor's written notice. In the event Contractor becomes able to resume the performance of its obligations prior to the date set out in the written notice, the City, in its sole discretion, shall have the right to continue service during the notice period with any alternate vendor procured during the notice period or instruct Contractor to resume services notwithstanding anything herein to the contrary.

25.5. The City shall resume service with Contractor according to the terms of this Agreement after expiration of the notice period, unless Contractor shall provide further written notice of its continuing inability to perform by reason of Uncontrollable Circumstances.

25.6. At any time that Contractor's performance is suspended as set out in this Section, it is understood and agreed by the parties that the City shall not be obligated to Contractor for any or all service interrupted by reason of Uncontrollable Circumstances.

SECTION 26: COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY

During the performance of services in this Agreement, Contractor agrees it will not discriminate in its hiring, employment, and contracting practices with reference to age, sex, race, color, religion, national origin, handicap or disability. The Contractor shall fully comply with Applicable Law, including, but not limited to, posting in conspicuous places, available to

employees and applicants for employment, all notices required by Applicable Law.

SECTION 27: DRUG-FREE WORKPLACE.

During the performance of this Agreement, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor. For the purposes of this Section, "drug-free workplace" means a site for the performance of services performed in conjunction with this Agreement. The Contractor's employees, in accordance with this Section, are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance during the performance of this Agreement.

SECTION 28: SURVIVAL OF CERTAIN PROVISIONS UPON TERMINATION

All representations and warranties of the parties hereto contained in this Agreement, the Contractor's indemnity obligations in this Agreement with respect to events that occurred prior to the termination, Section 19, and all other provisions of this Agreement that so provide shall survive the termination of this Agreement, subject to any statute of limitation provisions of Applicable Law. No termination of this Agreement shall (1) limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination; or (2) preclude either party from impleading the other party in any legal proceeding originated by a third-party as to any matter occurring during the Contract Term to the extent permitted under Applicable Law.

SECTION 29: TITLES OF SECTIONS

Section headings preceding the text of the sections and subsections of this Agreement are for convenience of reference only, and will not affect its meaning, construction or effect.

SECTION 30: AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives and approved by action of the City Commission.

SECTION 31: SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or section contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any phrase, sentence,

clause, or section of this Agreement is ruled invalid by any court of competent jurisdiction, then the parties will: (1) promptly negotiate a substitute for such phrase, sentence, clause, or section which will, to the greatest extent legally permissible, effect the intent of the parties in the invalid phrase, sentence, clause, or section; (2) if necessary or desirable to accomplish Item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in substitution for or addition to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision.

SECTION 32: SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors and assigns.

SECTION 33: ENTIRETY

This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, this Agreement completely and fully supersedes all other understandings and agreements among the parties with respect to such transactions, including those contained in the RFP, the Contractor's Proposal, and any amendments or supplements to the RFP or the Contractor's Proposal. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION 34: COUNTERPARTS

This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

SECTION 35: DRAFTING RESPONSIBILITY

The parties waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement to the effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

SECTION 36: THIRD PARTY RIGHTS

This Agreement is exclusively for the benefit of the City and the Contractor and will not provide any third parties (with the sole exception of the rights of any third-party City Indemnitees under Section 17) with any remedy, claim, liability, reimbursement, cause of action, or other rights.

SECTION 36: LIQUIDATED DAMAGES

This Agreement provides for the payment by the Contractor of liquidated damages in certain circumstances of non-performance, breach and default. Each party agrees that the City's actual

damages in each such circumstance would be difficult or impossible to ascertain (particularly with respect to the public harm that would occur as a result of such non-performance, breach or default of the Contractor), and that the liquidated damages provided for herein with respect to each such circumstance are a reasonable forecast of the just compensation required to place the City in the same economic position as it would have been in had the circumstance not occurred. Such liquidated damages will constitute the only damages payable by the Contractor to the City in such circumstances of non-performance, breach or default, regardless of legal theory. This limitation, however, is not intended to limit any of the other remedies for breach specifically provided for in this Agreement. The parties acknowledge and agree that the additional remedies specifically provided for in this Agreement are intended to address harms and damages which are separate and distinct from those which the liquidated damages are meant to remedy. In addition, the parties agree as follows: (i) that the liquidated damages payable under this Agreement are not a penalty, and are fair and reasonable and such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from the specific circumstances of non-performance or breach; (ii) and that, in recognition of the acknowledgments above, the Contractor is expressly estopped from arguing, and waives any rights it may have to argue, that the liquidated damages provided for herein are a penalty or are otherwise not enforceable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

THE CITY:

CITY OF PADUCAH, KENTUCKY

By: _____

Title: _____

THE CONTRACTOR:

By: _____

Title: _____

SCHEDULE 1
SOLID WASTE DELIVERY FEES FOR CITY RESIDENTS AND BUSINESSES

\$ _____ /ton subject to volume and type.

**SCHEDULE 2
PERFORMANCE BOND**

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND