CITY OF RYLAND HEIGHTS

ADVERTISEMENT FOR SEALED PROPOSALS FOR AN EXCLUSIVE FRANCHISE TO USE THE PUBLIC STREETS AND RIGHT-OF-WAY OF THE CITY OF RYLAND HEIGHTS FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF RESIDENTIAL SOLID WASTE AND RECYCLABLES FROM ALL SINGLE FAMILY AND LIMITED MULTI-FAMILY UNITS.

Pursuant to Section 164 of the Kentucky Constitution and K.R.S. 96.060 K.R.S. Chapter 424, the City of Ryland Heights, in Kenton County, Kentucky, hereby advertises for and solicits sealed proposals for an exclusive franchise to use the public streets and rights-of-way of the City of Ryland Heights for the business of the collection, transportation and removal of solid waste and recyclables from all residences within the City, excluding multi-family residential buildings, or complexes thereof, with more than four single-family residences therein.

All proposals in response to this solicitation must be by the use of forms completed according to instructions therefore available from the City Clerk of the City of Ryland Heights at 10145 Decoursey Pike, Ryland Heights, Ky 41015.

All proposals in response to this solicitation must be received by the City Clerk of Ryland Heights, Kentucky on or before 2:00 PM, prevailing time on **December 17, 2022** on a form provided therefore by the City of Ryland Heights, which is completed according to the specifications and instructions available at the office of the City of Ryland Heights, and enclosed within a sealed envelope, with the words "Waste Collection Franchise Proposal" on the outside of the envelope. Only bid proposals properly completed on the provided proposal sheets will be considered.

All bids and proposals in response to this solicitation shall be publicly opened at 2:00 PM, prevailing time, on **December 17, 2022** in the Council Chambers of the Ryland Heights City Building at 10145 Decoursey Pike, Ryland Heights, Ky 41015, but the City of Ryland Heights hereby reserves the right to accept or reject any or all bids at a subsequent time and to enter into a contract with the bidder who, in the City's consideration, offers the lowest and best proposal.

REQUEST FOR PROPOSALS FOR AN EXCLUSIVE FRANCHISE TO USE THE PUBLIC STREETS AND RIGHT-OF-WAY OF THE CITY OF RYLAND HEIGHTS FOR THE COLLECTION, TRANSPORTATION AND DISPOSAL OF RESIDENTIAL SOLID WASTE AND RECYCLABLES FROM ALL SINGLE FAMILY AND LIMITED MULTI-FAMILY UNITS.

It is the intent of the City of Ryland Heights to accept proposals for an Exclusive Franchise to use the streets of Ryland Heights for the purpose of collection, transportation and disposal of all residential solid waste and recyclables generated within the City.

Residential solid waste will be defined as household waste including trash, yard waste bulky items, and recyclables generated from single-family and multi-family residences with a maximum of four (4) dwelling units per building. Apartment complexes composed of multiple buildings, in a common location are not included in this franchise agreement. The Franchisee shall be responsible for providing waste collection services to any new homes constructed and occupied in the city, as well as any new areas annexed into the city.

Residential Trash - The Franchisee shall provide each residential unit with a 95-gallon cart for the weekly curbside collection of trash. Residents will be instructed to place their 95-gallon cart at the curbside no later than 6:00 a.m. on the day of collection. Franchisee shall not begin collection until 7:00 a.m., unless otherwise approved by the Mayor or his/her designee. Additional carts are available for an additional fee to any residential unit requiring more service.

Residential Yard Waste – Up to 6 bags or bundles of yard waste will be removed weekly from each residential unit. Each bag may not exceed 25lbs. Bundles must be cut and tied to a maximum length of 4ft. and shall not exceed 40lbs.

Residential Bulk – Any item that does not fit inside the 95-gallon cart will be considered Bulk Waste. Bulk service must be provided to each residential unit weekly. Please provide any weight and volume limitations and the plan for service in your proposal.

Residential Recycling – The Franchisee shall provide a 95-gallon recycle cart to be collected on a weekly or bi-weekly schedule. Proposers shall provide a list of acceptable items in their proposal.

No collections shall be made before 7:00 A.M. or after 6:00 P.M., except for Stewart Drive, Gretchen Drive, and Miller Lane, where collections are to be made between the hours of 9:00 A.M. and 2:00 P.M., and for Decoursey Pike where collections are to be made between the hours of 9:00 A.M. and 4:00 P.M except for Acts of God over which the collector has no control. No collections shall be made on Sundays, nor on the following holidays: New Year's Day (January 1) and Christmas Day (December 25). In years when the New Year's and Christmas holidays fall on regular collection days, the next day that is not a holiday or Sunday will be the designated collection day. The Franchisee shall make provisions to ensure no reduction in service during any holiday week.

Proposal shall provide for a reasonable volume of material to be set outside of vendor provided carts during the week of Christmas each year which shall generally be limited to the equivalent of up to six (6) 30-gallon cans or bags.

The Franchisee will provide all labor and equipment necessary to comply with the terms of the franchise agreement. Only closed trucks, maintained in a clean and sanitary condition, shall be used within the city. The Franchisee is responsible for complying with all local, state and federal laws, particularly those pertaining to the collection, transport and final disposal of solid waste. The Franchisee will ensure that the driver of each refuse truck utilizes adequate procedures to safely maintain the continued flow of traffic when operating on any public thoroughfare. All trucks must have back-up alarms.

Standby equipment must be available and ready to operate in case of breakdown, or accidents involving regular equipment. A list of all equipment available to service the City of Ryland Heights account must be submitted with the bid.

The Franchisee will make a specific contact person and telephone number available for registering any complaints pertaining to service provided under this franchise. The Franchisee shall handle all calls from residents regarding service without re­directing the resident to the City of Ryland Heights.

The Franchisee shall formulate a listing of routes, schedules, and rates prior to final award of the franchise. Upon approval by the Mayor, the Franchisee shall take all necessary steps to notify each dwelling unit of schedules, rates, and procedures for registering complaints. It shall be the responsibility of the Franchisee to notify customers of any future changes in schedules, routes, rates, or collection programs once they have been approved by the Mayor.

Solid waste and recyclables shall be collected free of charge from all City owned properties.

Fuel Surcharge - Contractor will be granted a one-time adjustment to the contract price if the average price of diesel fuel (as cited by AAA's Daily Fuel Gauge Report) exceeds five ($5.00) dollars per gallon for a period exceeding three (3) consecutive months. Contractor will be allowed a three (3%) percent price adjustment to the contracted amount for the remainder of the fiscal year in which the price adjustment is applicable. If the price of diesel fuel remains above five ($5.00) dollars at the start of the next contract period (fiscal year), the fuel surcharge will remain in place until such time as the average price of diesel fuel drops below five ($5.00) dollars per gallon for three consecutive months.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials) then the City shall, after negotiation with and approval by the City Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by .

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

To assist bidder in calculation of their bids, the following information may be used:

Population is 1,101 as of the 2020 census reporter with 243 homes participating in the services. Residents are billed individually by the Franchisee. Approximate street mileage is currently 10

The initial term of the franchise agreement shall be five years, 1/1/23 – 12/31/27. Four options for extensions of two years will be available for negotiation and shall be exercised with mutual agreement from both parties.

If selected to receive the franchise, the Franchisee must comply with the following requirements.

A. Provide documentation that all wastes are collected, handled, transported and disposed of according to law. All waste material shall be disposed of outside the corporate limits of Ryland Heights at a facility legally empowered to accept solid waste for disposal.

B. Maintain in full force and effect at all times during the life of the contract, Employers Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be provided by insurers and for policy limits acceptable to the City and before commencement of work hereunder, the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The Franchisee shall carry the following types of insurance and cover the City of Ryland Heights as an additional insured in at least the limits specified below:

|  |  |
| --- | --- |
| Coverages | LIMITS OF LIABILITY |
| Workmen's Compensation | Statutory Requirements as specified by the terms of Chapter 342 of the Kentucky  Revised Statutes |
| Employers Liability | No less than $500,000 each occurrence |
| Bodily Injury Liability (except automobile) | $1,000,000 each person, $1,000,000 each occurrence, $2,000,000 each aggregate |
| Property Damage Liability (except  automobile) | $500,000 each occurrence, $1,000,000  Aggregate |
| Automobile Bodily Injury Liability | $1,000,000 each person, $2,000,000 each occurrence |
| Automobile Property Damage Liability | $500,000 each occurrence |
| Excess Umbrella Liability | $1,000,000 each occurrence |
|  |  |

C. Bidders shall submit a bid bond in the amount of $50,000.00 with their proposal. The bid bonds shall be returned at the time of contract awarding. A performance bond in the amount of $250,000.00 shall be submitted by the successful bidder before the execution of award of bid. The performance bond shall be in effect for the length of the initial contract period and any/all subsequent contract periods.

D. Provide monthly management reports upon request to the City that include, at a minimum, the volume of solid waste collected, land filled, and diverted from the waste stream. The report shall also include the number and nature of any operational complaints received by the Franchisee from any source.

E. Obtain and maintain an Occupational Business License from the City of Ryland Heights before a contract may be executed. A current Occupational Business License shall be maintained during the life of the contract.

F. Provide, at the time of the proposal submission, a list of all municipal accounts within the Greater Cincinnati area, along with contact names and phones numbers for those accounts.

The Franchisee who receives this franchise must be prepared to begin full operation, including the completion of all preliminary customer notification, on January1, 2022

The franchise shall not be modified, unless expressly provided herein or by written consent of the City and the Franchisee. The Franchisee shall not be permitted to sell, transfer, assign, sublet, or otherwise dispose of any rights or obligations herein without the express written consent of the City.

The City reserves the right to waive informalities, reject any and all bids, and/or re-advertise for same in its sole discretion.

CITY OF RYLAND HEIGHTS RESIDENTIAL

SOLID WASTE AGREEMENT BID SUMMARY

Cost for residential waste collection services shall be expressed as rate per residential unit per month.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Collection Options | Monthly Rate  2023 | Monthly Rate  2024 | Monthly Rate  2025 | Monthly Rate  2026 | Monthly Rate  2026 |
| Trash, Yard Waste, Bulk Weekly |  |  |  |  | , |
| Trash, Yard Waste, Bulk, Recycle Weekly |  |  |  |  |  |
| Trash, Yard Waste, Bulk Weekly and Recycle Bi-Weekly |  |  |  |  |  |

PROPOSER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

CITY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE\_\_\_\_\_\_\_\_\_ ZIP CODE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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