

**BEST WAY
BEST IN
SERVICE
DISPOSAL**

**“WE DESIGN WASTE PROGRAMS TO
MAKE YOUR LIFE EASIER”**

RESIDENTIAL • COMMERCIAL • INDUSTRIAL • PORTABLE TOILETS

City of Ryland Heights, Kentucky

2022

Bid Form

For Collection of Garbage, Trash and Refuse

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 28, 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 28, 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 re-directing 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 phone 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 February 1, 2023

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	\$14.89	\$15.93	\$17.05	\$18.24	\$19.52
Trash, Yard Waste, Bulk, Recycle Weekly	No Bid	No Bid	No Bid	No Bid	No Bid
Trash, Yard Waste, Bulk Weekly and Recycle Bi-Weekly	No Bid	No Bid	No Bid	No Bid	No Bid

PROPOSER BestWay of Indiana Inc.

CONTACT PERSON: Bruce Wilcox

STREET ADDRESS: 1389 Production Dr.

CITY Burlington STATE Kentucky ZIP CODE: 41005

PHONE #: 859-372-4900 EMAIL: bwilcox@bestway-disposal.com

SIGNATURE: *Bruce Wilcox* DATE: 12-27-2022



BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we Best Way of Indiana, Inc. , 1389 Production Drive, Burlington, KY 41005 hereinafter referred to as the Principal, and Western Surety Company as Surety, are held and firmly bound unto City of Ryland Heights, 10145 Decoursey Pike, Ryland Heights, KY 41015 hereinafter referred to as the Obligee, in the amount of **Fifty Thousand Dollars (\$50,000.00)** for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for
City Trash Collection

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this **28th** day of **December, 2022**

Principal
Best Way of Indiana, Inc.

BY: 

Surety
Western Surety Company

BY: 

Marcia J Miller Attorney-in-Fact

City of Lakeside Park

Mayor: Mark Graf

859-341-6770

pmarkgraf@city oflakesidepark.com

City of Walton

Mayor: Gabe Brown

859-322-7894

City of Ft. Mitchell

Mayor: Jude Hehman

859-331-1212 ext 202

City of Fairview

Mayor: harry Sprott

859-360-3146

City of Woodlawn

Mayor: Ronald Barth

859-441-6661



Company Equipment Profile

To exceed the fleet requirements Best Way Disposal outlines to following specifications below:

- All Best Way Collection Vehicles will be equipped with our Routeware technology to ensure there is up-to-date communication between our driver, the office, and the City.
- The following excel sheets provide the outlines the year and model of each piece of equipment and estimated value of each item for the City. In addition, we have provide the City with a complete Fleet Inventory List for reference.
- Best Way Disposal assures the City that all equipment will be durable and can be easily cleaned and maintained with fully enclosed bodies that are load packer-tight and leak proof.
- All vehicles use by Best Way Disposal for delivery and collection, will have the Best Way Disposal logo.
- All Best Way Disposal will have Routeware technology.
- Our Fleet Inventory list includes stand-by vehicles, if needed.
- All of our equipment will be regularly maintained and kept in good repair.

Detail Equipment List

12/26/2022

FRONT LOAD

X1883	12 Mack LEU613
X2001	13 Mack LEU EZ Pack
X2002	13 Mack LEU EZ Pack
X2228	14 Mack LEU EZ Pack
X2231	14 Mack LEU EZ Pack
X2400	16 Peterbilt 320 EZ Pack
X2470	16 Mack MRU EZ Pack
X2614	16 Mack MRU EZ Pack
X2637	16 Mack MRU EZ Pack
X2653	16 Mack MRU EZ Pack
X2699	16 Mack MRU EZ Pack
X2734	17 Mack MRU EZ Pack
X2762	17 Mack MRU EZ Pack
X2801	18 Mack MRU Hercules
X2802	18 Mack MRU Hercules
X2945	19 Mack LR EZ pack
X2974	19 Peterbilt EZ Pack
X3169	20 Peterbilt 520
X3302	20 Autocar ACX Expiditer
X3312	20 Autocar ACX Expiditer

SIDE LOAD

X1773	10 Peterbilt PB320
X1805	11 Pete 320 EZ Pack
X1819	11 Pete 320 EZ Pack
X1879	10 Mack LEU EZ Pack
X1974	13 Mack LEU EZ Pack
X1977	13 Mack LEU EZ Pack
X1978	13 Mack LEU EZ Pack
X2087	13 Mack LEU EZ Pack
X2092	13 Mack LEU EZ Pack
X2105	11 Mack LEU EZ Pack
X2145	11 Pete 320 EZ Pack
X2215	14 Mack LEU EZ Pack
X2229	13 Mack LEU EZ Pack
X2230	14 Mack LEU EZ Pack
X3712	20 Autocar ACX
X3320	20 Autocar ACX
X3321	20 Autocar ACX
X3663	22 Peterbilt 520

OFF ROAD

X1125	05 Cat Fork Lift
X0331	00 John Deere dozer
X1179	05 Cat Loader 924G BCTS
X1699	04 JD Skid 240II
X1947	11 Cat 924H HL DCTS
X1948	Kubota R520S
X2479	16 Case Loader 821F DCTS
X2780	17 Case 721G-XR BCTS
X3381	Volvo Loader BCTS
X3382	Volvo Loader DCTS

ROLL OFF

X0776	03 Freightliner FLD120
X2136	15 Western Star
X2137	15 Western Star
X2140	14 Western Star
X2256	15 Western Star
X2285	15 Western Star
X2286	15 Western Star
X2363	15 Freightliner Columbia
X2371	16 Freightliner Columbia
X2377	15 Freightliner Columbia
X2378	15 Freightliner Columbia
X2410	15 Freightliner Columbia
X2415	16 Freightliner Columbia
X2458	16 Freightliner Columbia
X2732	18 Freightliner Columbia
X2756	18 Freightliner Glider
X2766	18 Freightliner Glider
X2906	19 Freightliner Glider
X2910	20 Freightliner Glider
X3233	20 Western Star 4700
X3375	21 Western Star 4700
X3378	21 Western Star 4700
X3458	22 Western Star 4700
X3687	22 Western Star 49X

ROAD TRACTORS

X1908	21 Petrbilt 567 DCTS
X2142	14 Peterbilt Glider Road Tractor BCTS
X2287	15 Western Star Tractor BCTS
X2449	16 Peterbilt 567 Tractor BCTS
X2968	19 Kenworth T880 BCTS
X2969	19 Kenworth T880 DCTS
X3203	20 Petrbilt 567 DCTS
X3346	21 Petrbilt 567 DCTS
X3672	23 Petrbilt 567 BCTS

CURRATO CANS

X2003	
X2234	
X2841	
X2842	
X1975	
X1976	

SPOTTER TRUCKS

X2819	DCTS
X3399	DCTS
X3400	BCTS

REAR LOAD

X2109	14 Mack LEU 25yd McNeilus
X2251	15 Mack LEU 25yd McNeilus
X2255	15 Mack LEU 25yd McNeilus
X2277	15 Ram 5500 8yrd Pak-More
X2438	16 Peterbilt 320 McNeilus
X2439	16 Peterbilt 320 McNeilus
X2441	16 Peterbilt 320 McNeilus
X3464	14 Mack LEU 25yd McNeilus
X3465	16 Peterbilt 320 McNeilus

OTHER VEHICLES

X1685	10 Peterbilt Fork Truck
X2206	15 Peterbilt Service Truck
X2605	17 Kenworth T270 CD
X2975	19 Peterbilt Box Truck
X3450	21 Ford F600 Service Truck

VEHICLES W/OUT HOUR METERS

X1837	11 Ford F-250
X2037	13 Ford F-250
X2832	18 Ford F-150
X2952	19 Ford F-250
X3108	19 Nissan Rogue
X3115	13 Ford F-150
X3116	14 Ford F-150
X3180	19 Nissan Rogue
X3219	13 Ford F-150 Super Crew.

TRAILERS

X2006	Walking Floor
X2039	Walking Floor
X2268	Walking Floor
X2393	Walking Floor
X2394	Tipper
X2956	Walking Floor
X2980	Walking Floor
X2981	Walking Floor
X3359	Tipper
X3360	Tipper
X3361	Tipper
X3362	Tipper
X3624	Tipper
X3625	Tipper



Designing Solid Waste Solutions for the Way You Do Business

COMPANY HISTORY & BACKGROUND

Best Way Disposal

A Family Business

- Best Way Disposal of Indiana is proud to be a family-owned full-service waste management company.
- For more than 20 years, Best Way Disposal has specialized in the collection and transportation of residential, commercial, industrial, construction, and demolition waste material. We were incorporated on March 22, 1992.
- We operate in Indiana, Michigan, Kentucky, and Ohio offering a variety of containers sized to meet all your solid waste and recycling needs.



- In recent years, Best Way Disposal has followed leading technological advances in the waste industry by replacing our truck fleet with fully-automated trucks for commercial and residential collection.
- A huge benefit with automating our fleet is reducing the number of trucks on the road, which in return, reduces the amount of emissions released into our environment.

- Best Way Disposal can offer a number of waste disposal and recycling options through four (4) landfills, one (1) recycling center, and nine (9) transfer stations that we own and/or operate.

Landfills:

- Southside Landfill – Indianapolis, IN
- Decatur Hills Landfill – Greensburg, IN
- Randolph Farms Landfill – Modoc, IN
- Orchard Hills Landfill – Watervliet, MI



Transfer & Recycling Centers Stations:

- **Boone County Transfer Stations – Burlington, Ky 41005**
- Dearborn Co. Transfer Station – Lawrenceburg, IN
- East Central Recycling Transfer Station – Muncie, IN
- Franklin Transfer Station – Franklin, IN
- Jackson County Recycling & Transfer Station – Seymour, IN
- Madison Avenue Transfer Station – Anderson, IN
- Mount Comfort Transfer Station – Greenfield, IN
- Tippecanoe County Transfer and Recycling Station – Lafayette, IN
- Rock Hampton Transfer Station – Indianapolis, IN





Designing Solid Waste Solutions for the Way You Do Business

EXECUTIVE STATEMENT

1. Best Way Disposal will comply with all applicable federal, state and local laws, regulations, ordinances and codes and obtain any licenses or permits required to provide services under this RFP.
2. Best Way Disposal will collect all collectible solid waste material that have been placed for collection from each designated collection unit.
3. With each City, Best Way Disposal will review the City's schedule of streets and residential units addresses from which the collection of residential waste and recyclable materials and determine if changes will need to occur before commencement.
4. Best Way Disposal will arrange to pick-up missed containers no later than twenty-four (24) hours after notification. Containers shall be ready for pick-up by 7:00 a.m. on the regularly scheduled service day.
5. Best Way Disposal will service each City between the hours of 7:00am and 5:00pm; unless otherwise requested by the City or by Best Way Disposal request that is approved by the City.
6. All vehicles used for collection will conform to all provisions and requirements of all laws, statutes, ordinances, and regulations of any governmental agency having jurisdiction.
7. Best Way Disposal will provide a phone number and e-mail to contact for missed pickups and/or additional pickups. ***Best Way Disposal has real-time answering services to ensure all calls are answered timely and efficiently.***





Designing Solid Waste Solutions for the Way You Do Business

8. ***Customer Service will be at the Highest Level*** - Best Way Disposal will at all times represent themselves in a courteous and professional manner at all times.
9. Best Way Disposal employees will wear identifiable apparel (i.e. T-Shirts Uniforms, Safety Vests) which identify them as a Best Way Disposal employee workforce.
10. Collection schedule shall not provide for the collection on Christmas and New Year's Day. If such days fall on a normal collection day, make-up will be the next day.
11. Best Way Disposal will check each day with City personnel at the conclusion of the route.
12. Best Way Disposal will police the immediate surrounding grounds area to remove any trash spilled during the collection process or trash left beside the wheeled waste cart due to overflow conditions.
13. Best Way Disposal will include City services outlined in the RFP at no additional cost

If awarded, Best Way Disposal is committed to assuring that the overall implementation and operation will be a positive and successful experience
