



# REQUEST FOR PROPOSAL (“RFP”) FOR RESIDENTIAL SOLID WASTE SERVICES IN THE CITY OF LANSING, KANSAS

**Proposals Due: 3:00 p.m., Friday, August 11, 2017**

## **INTRODUCTION**

### **Statement of Intent**

The City of Lansing (“City”), Kansas requests proposals for carted residential solid waste, single stream recycling, and yard waste collection. The term of the agreement will be three (3) years, beginning March 1, 2018, with a City option to extend annually for up to three (3) additional years.

### **Purpose**

The purpose and intent of this Request for Proposals (RFP) is to enter into an exclusive contract with a qualified firm to provide solid waste, single stream curbside recycling, and yard waste collection to all residential (4 units or less) and City owned facilities.

### **Background**

The City has an existing residential solid waste agreement that is due to terminate March 1, 2018. The City’s intent is to provide uninterrupted solid waste collection service. The city currently pays \$14.69 per month per household.

Residential solid waste, recycling and yard waste is collected once per week via three separate pick-ups occurring on the same day for approximately 2800 residential customers. Disposal carts for solid waste and recycling are provided to each residence. The resident provides the yard waste container, in the form of compostable paper bags or containers of such size that they can be easily emptied by drivers into the yard waste truck.

Solid waste and recycling must be placed in the provided carts. The solid waste carts are 95-gallon carts and the recycling carts are 65-gallon carts, although residents may request, 35-gallon and 65 gallon carts in place of the 95-gallon cart. Residents may request additional solid waste carts at a charge of \$5 per cart per month. Residents may purchase overage stickers for \$1.25 per sticker at City Hall for additional solid waste. Additional solid waste must be bagged in 33 gallon bags with the overage sticker clearly visible.

Recycling is unlimited. Additional recyclables may be placed next to the recycling cart and clearly marked as recyclable. Large recyclables such as packing boxes should be broken down into pieces no larger than 2' by 2'.

Yard waste collections are limited to 8 containers per week for the months of March through August, and 12 containers per week for the months of September through December.

Collection of solid waste, yard waste and recyclable materials is performed for each customer once a week on the same day unless service is interrupted by a Contractor designated holiday. No collections are made on Saturdays or Sundays.

The Contractor provides for one bulky/large item pickup per residence per year. (The City wishes to increase the frequency of this service)

The Contractor provides two "unlimited" days on the scheduled trash day following July 4<sup>th</sup> and Christmas day where residents are allowed to place up to 6 extra bags of trash outside of their trash carts for pickup.

The Contractor provides one complimentary 40-yard open top roll-off container for one official City event as determined by the City. Additional roll-off containers, recycling containers, and portable toilet services are provided at a 50% discount.

Special services for people with disabilities are provided (cart removal from and to, houseline).

### **Scope of Services**

The City will continue all current solid waste services with some minor modifications.

The City will require prompt and courteous service and communication. Any required corrections, remediation or missed pickups will be handled within an appropriate time frame that is acceptable to the City. Metrics will be in place to insure compliance with these requirements.

Penalties for missing pickups and for failure to comply with customer service requirements will be in place. Excessive "misses" will be further penalized.

The current variable limitation of landscape waste containers will be discontinued. As a base bid, the weekly maximum number of landscape containers that may be placed for pickup will be 12, with pickup occurring year-round.

Presently glass is not allowed as part of the single-stream curbside recycling. The proposal will address whether or not the proposer accepts glass in their recycling.

Residents are allowed one bulky/large rubbish pickup per year. Residents call the Contractor directly to schedule this pickup. In addition, residents will be allowed to set out one small bulky item during the first full week of each month. These items must be smaller than 3' by 3', such as counter top appliances, and weigh no more than 45 pounds.

As with the current contract, the Contractor is responsible for supplying carts for both solid waste and recycling. These cart lids will be different colors so as to distinguish between the solid waste cart and the recycling cart. The Contractor is responsible for maintenance of these carts. Residents may also request additional solid waste carts for an additional monthly fee.

The Contractor will be required to provide metrics on the entire waste-stream. This includes solid waste, recycling, landscape waste, and large item pickup.

### **Solid Waste, Recycling, and Yard Waste Removal**

The successful bidder must be able to provide uniformly carted solid waste, recycling, and yard waste collection to all residential dwelling units within the City of Lansing once per week, on the same day of each week.

In addition to regular yard waste, the Contractor shall collect, transport, and dispose of any Christmas trees left curbside by residents between January 2 and January 25 at no additional cost to the City or customer.

The successful bidder will provide for one large/bulky rubbish cleanup annually, provided the residents notify the contractor one week in advance of the scheduled pick-up.

The scheduled collection day shall be limited to Monday through Friday and preferably Thursday, or as agreed upon by both parties. Collection times shall be limited to 7:00 a.m. to 7:00 p.m. Should the Contractor deem it advisable to revise the agreed-upon schedule, the Contractor will first seek the consent of the City, before making any modification.

When weather prevents collection of solid waste and recyclables on the scheduled day, the Contractor will collect on the following day. The City may require the Contractor to make special collections within twenty-four (24) hours after oral notice is given if Contractor fails to make collections for other reasons.

All refuse and wastes shall be collected and transported in a watertight vehicle or container, and shall be fully enclosed or securely covered. All collection vehicles and equipment shall be maintained in a safe, clean, and sanitary condition, and shall be so constructed, maintained, and operated as to prevent spillage of solid waste. The successful bidder's vehicles and other equipment shall be clearly identified with the name of the company and phone number. This identification shall be affixed to each vehicle and piece of equipment.

### **Equipment**

The successful bidder will provide 2 new carts for both solid waste and recycling. The lids shall be of contrasting colors to distinguish between refuse and recycling. As a bid alternate, the successful bidder may choose to negotiate with the Contractor currently providing service to acquire the carts currently in use within the city.

The successful bidder is responsible for the maintenance of all carts. Should a cart be damaged or otherwise in need of repair, the vendor shall make the needed repairs within 10 business days, or replace the damaged cart.

### **Personnel**

The successful bidder shall furnish neatly dressed, courteous, and competent employees who will engage in the performance of the work involved in a reasonable and appropriate manner.

All personnel shall be appropriately licensed with valid permits to operate vehicles throughout their employment with the Contractor. Personnel will be properly trained and equipped, and shall operate their vehicles in a safe and responsible manner.

The successful bidder will provide one roving supervisor who is in the city on the pick-up day and is equipped and empowered to resolve complaints in a timely manner. This supervisor shall be the main point of contact for city staff to resolve issues.

### **Customer Service**

The successful bidder shall maintain appropriate office hours where communication from the City can be received. Email/telephone responses will be prompt and courteous. Any required corrections or missed pickups will be handled promptly.

The successful bidder will designate a management level employee to liaison with designated City personnel.

When a residential property has been missed during a collection route and notification is received, the Contractor will make arrangements to pick it up within one business day.

If products are left in bins because they have not been prepared properly for solid waste disposal or recycling, the Contractor will provide City staff with details as to why the materials were left behind.

In the event of Contractor-observed holidays, collections will be made the day following the normally scheduled pickup day.

When the Contractor's personnel have completed transferring solid waste or recyclables to the collection vehicle, the carts are to be placed upright at the appropriate residence's curbside.

**Additional Services**

The successful bidder will provide support/service at a reduced rate to the following City events at the discretion of the City Administrator, Economic Development Director, or authorized designee:

- Lansing Daze (first weekend in May)
- Fishing Derby (second Saturday in May)
- 4<sup>th</sup> of July Event (end of June/beginning of July)
- Fall Festival (middle of October)

The successful bidder shall pick up and dispose of solid waste and recycling from Lansing City Hall, Lansing Activity Center, Lansing Municipal Facilities Building, Lansing Wastewater Treatment Facility, Lansing City Garage, and Lansing Musuem, without additional charge.

The Contractor shall report on all quantities collected, processed, and marketed, by ton, material type and collection day, on a quarterly and annual basis. Reports shall follow a format as mutually agreed upon by the City and Contractor.

**Queries and Primary Contact Person**

Primary point of contact for the City:

Name: Elizabeth Sanford, Finance Director  
Address: 800 1<sup>st</sup> Terrace  
Lansing, KS 66043  
Email: [bsanford@lansing.ks.us](mailto:bsanford@lansing.ks.us)  
Phone: 913.727.3233

Respondents shall not contact City elected officials or employees other than the City Administrator or Finance Director with questions or suggestions regarding this RFP. Any unauthorized contact may be cause for disqualification of the respondent or rejection of a proposal.

**Proposal Content**

Each bidder shall provide the name and address of the individual or firm submitting the RFP, as well as the name, title, and contact information of the individual who will serve as the point of contact. This individual must be empowered to speak for the firm on policy and contractual matters, and should be familiar with the programs and procedures of the agency to which this form is directed.

A narrative description of the proposed services must be submitted which includes a firm fixed price per residence proposal to supply the services in accordance with the request herein. This narrative should include sufficient documentation to demonstrate the firm's ability to perform all elements of service detailed in the Program Requirements.

A minimum of three (3) customer references should be provided from entities for which the company had provided comparable services including the customer name, address, and phone number.

All sealed bids must be submitted in a sealed opaque envelope, plainly marked with the proposal name 'PROPOSAL FOR RESIDENTIAL SOLID WASTE SERVICES.' Proposals should be mailed or delivered, containing three (3) copies as follows in sufficient time to ensure receipt by the Finance Director on or before 2:00 p.m. Proposals not received by the time and date specified will not be opened or considered, unless the delay is a result of the negligence of the City, its agents or assigns.

### **Proposal Schedule**

Deadline for Submission	August 11, 2017
Solid Waste Committee Review of Proposals	August 15, 2017
City Council Work Session	August 24, 2017
Award of Contract by City Council	September 7, 2017
Solid Waste Program Implemented	March 1, 2018

### **Evaluation Criteria**

Proposals will be evaluated by the City according to the following criteria and any other criteria established by the Governing Body.

- a. experience with related programs;
- b. completeness of proposal;
- c. past performance on contracts with the city or other entities;

- d. consistency with the overall objectives of the City and the health, safety, and the welfare of the citizens;
- e. type of trucks (age, condition) and number of trucks used on each pickup day;
- f. number of personnel to be involved in the work; and
- g. cost of the program per household.

The City reserves the right to obtain clarification of any point in a respondent submittal or to obtain additional information.

The City of Lansing reserves the right to make independent investigations as to the qualifications of the bidder. Such investigations may include contacting existing customers or site visits to existing operations.

### **Disqualification of Proposals**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes may be considered sufficient for disqualification of a proposal at the sole discretion of the City.

- a. Evidence of collusion among bidders.
- b. Irresponsibility, as demonstrated by past work experience.
- c. Other causes.

### **Selection Process**

The City reserves and holds the following rights and options which may be exercised at the sole discretion of the City with respect to the negotiation process.

- a. To select and enter into an agreement with the company who, according to the evaluation criteria in the specifications, best satisfies the City's requirements.
- b. To terminate this process by written notice to the bidder for any reason whatsoever.
- c. To reject any and all proposals by written notice to such bidders.

- d. To make the award to the most responsible and responsive bidder(s), as evidenced during the procurement process. This contract will not necessarily be awarded to the bidder(s) presenting the lowest cost.
- e. To designate another body, agency, group, person or authority to act on behalf of the City during the negotiation process or to assist in the negotiation process.
- f. To establish minimum qualifications for subcontractors and suppliers and to disapprove proposed subcontractors and suppliers.

Furthermore, each bidder by submitting its proposal agrees to hold the City harmless and free from all liability, loss, injury, and costs and expenses which might be incurred by any bidder in responding or as a consequence of its response to this RFP.

Negotiations will begin with the selected bidder consistent with the proposal terms. The City may terminate negotiations if contract terms cannot be successfully negotiated. The City may then commence negotiations with another selected bidder. This process will continue until a contract has been executed or all proposals have been rejected.

### **Award of Contract**

The City reserves the right to reject any and all proposals, to waive any and all informalities and to negotiate contract terms with the successful bidder(s), and the right to disregard all nonconforming, non-responsive or conditional proposals. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating proposals, the City shall consider the qualifications of the bidders, and whether or not the proposals comply with the prescribed minimum requirements. The City may conduct such investigations as it deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persona and organizations to do the work in accordance with the Contract Documents to the City's satisfaction with in the prescribed time.

Pursuant to City of Lansing Purchasing Policy, a preference shall be given to those persons doing business as Kansas firms, corporations, or individuals, or which maintain Kansas offices or places of business, when the quality and performance promised is equal to or better and the price quoted is the same or less. In addition, in order for non-domiciliary bidders to be successful, the proposal must be that same percentage lower than a domiciliary Kansas bidder's proposal, as would be required for a Kansas bidder to successfully submit a proposal in the non-domiciliary state.



The City reserves the right to reject the proposal of any bidder who does not pass any such evaluation to the City's satisfaction.

### **Insurance Requirements/Bonding**

Upon award of contract, the Contractor will be required to furnish to the City within 10 days of execution of the contract, a performance bond in the amount of \$50,000 with surety by a responsible surety company, conditioned upon the faithful performance of all of the terms of the contract that save the city harmless from any loss or damage on account of the contractor's conduct of business. The bond shall contain the requirements and conditions set forth in and shall comply in all respects with the Lansing City Code, Chapter 16, Article 1, Section 16-107.

In compliance with the Lansing City Code, Chapter 16, Article 1, Section 16-123(A), the Contractor must file certificates of insurance written by a company licensed to do business in Kansas providing public liability insurance covering all operations and all vehicles operated by applicant. Such policies shall provide not less than \$100,000 for any injury to or death of any one person and \$300,000 for the injury or death of any number of persons in any one accident and with property coverage of not less than \$25,000 for any one accident. The certificate of insurance shall provide that it cannot be canceled until 10 days after written notice of such cancellation has been filed with the City Clerk. The contractor must be compliant within 60 days, after notification by City staff, if any changes are made to the Lansing City Code. The Contractor must ensure that their policy is retroactive to the date that the Code changes take effect in the City of Lansing.

### **Assignment of Contract**

The obligations of the Contractor pursuant to this contract are not to be transferred, sub-contracted or assigned to any person or organization without the express written consent of the City.

In the event of any such assignment, the assignee shall comply with any conditions that the City may reasonably require for assignment of the contract, and shall accept such assignment and perform all work and other obligations of the Contractor as fully as if the contract were originally made by assignee. Any such assignment shall not relieve or excuse the Contractor from responsibility for performance to the City in the event the assignee does not fully perform all work and other obligations of the Contractor under the contract.

### **Solid Waste Collection Regulations**

Regulations pertaining to the storage and collection of solid waste are established under Code of the City of Lansing Section 16. In addition, the Contractor must be licensed by the City of Lansing.

### **Permits and Licenses**

The Contractor will be required to acquire all the necessary operating permits and licenses to perform business in the City of Lansing, as outlined in the Lansing City Code, Chapter 16, Article 1, Sections 16-121, 16-122, 16-123.

### **Failure to Abide by Contract Agreement**

In the event that the Contractor is found in violation of the contract agreement, the City, at its choosing, may impose penalties. Such penalties include, but are not limited to, withholding of all or partial payment, monetary fines, and termination of the contract.

### **Contract Period**

The initial term of this contract is for three (3) years (commencing on March 1, 2018), and the City may at its sole option, renew the contract for up to three (3) additional years. The City shall give the Contractor written notice of its intention to extend the contract a minimum of ninety (90) days before the expiration of the contract.

### **Compliance with Laws and Ordinances**

The Contractor shall comply with all applicable local, state and federal ordinances, statutes, laws, rules and regulations governing the collection, transportation and disposal of solid waste and refuse. No pleas of misunderstanding will be considered on account of ignorance thereof.

The Contractor shall be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

### **Indemnity**

To the extent permitted by law, the Contractor shall indemnify and save harmless the City of Lansing, its officers, agents, employees and assigns from and against all loss, cost, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or

personal; arising directly or indirectly from operations, products or services rendered or purchased under this contract; or violation of any Interlocal Agreement, state or federal rule, regulation or law, or any other provision of law regulating solid waste collection, recyclable collection, hauling, disposal or marketing.

The Contractor shall be held responsible for any damage to customers' property, real or personal, which occurs by the Contractor or the Contractor's agent in the performance of this contract. If the City, upon an independent investigation, finds that the Contractor has failed to completely reimburse the customer for the damaged property, the City may pay the customer any monetary amount it deems necessary to make the customer whole and deduct the same from the Contractor's monthly payment.

### **Title VI**

The City of Lansing assures that no person shall on the grounds of race, color, religion, national origin, sex, disability, age or familial status as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Lansing further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

**City of Lansing  
Solid Waste Committee  
Bid Comparison**

	Bid #1	Bid #2	Bid #3	Bid #4
Trash & Recycling Carts (sizes available)				
Collection Day(s)				
Small bulky item pickup (monthly)				
Bulky item pickup				
Yard Waste Collection (# of bags per week/seasonal or year round)				
Service for City Events				
Solid Waste Service for City Facilities				
Reporting (types of reports, frequency of submission to city)				
Customer Service (roaming supervisor, call center hours, email/supervisor/company response times)				
2 "Unlimited" Days				
Non-carted service for elderly/handicapped				
Overage stickers available for additional trash (cost)				
2nd Trash Container (monthly charge)				
References				
Contractor Cost per Household				
City Administrative Charge				
<b>Total Cost per household</b>				