

**Request for Proposal
Municipal Trash and Recyclables Collection**



1. Introduction

The City of Sterling, Kansas (City) is soliciting proposals from qualified contractors for exclusive franchise for residential and commercial refuse and recyclable materials collection services. Refuse is hauled to the Rice County Landfill Transfer Station. A start date for the term of contract and collection services is to be July 1, 2019. Questions may be referred to Taggart Wall, city manager, (620) 278-3423. Proposals shall be sent to the City of Sterling, P.O. Box 287, Sterling, KS 67579 in a sealed envelope marked, "City of Sterling Refuse Collection Proposal" and must be received by 5:00 p.m. on April 11, 2019 to be considered.

2. General Information

2.1 Demographics

The City has an estimated population of 2,300 people.

The City currently franchises its residential and commercial refuse and recycling operation including the following approximate customers listing:

- 770 95 gallon cart residential trash customers
- 770 95 gallon cart residential recycling customers
- 80 95 gallon cart commercial trash customers
- 25 95 gallon cart commercial recycling customers
- 7 carry out commercial trash containers
- 32 95 gallon cart rentals
- 5 two-yard hoppers picked up one to four times weekly
- 6 three-yard hoppers picked up one to four times weekly
- 19 four-yard hoppers picked up one to four times weekly
- 13 six-yard hoppers picked up one to four times weekly
- 18 eight-yard hoppers picked up one to four times weekly
- 1 eight yard packer unit
- 2 Barlocks

2.2 City Goals and Objectives

The City intends to provide trash pick-up and curbside "single-stream" recycling for all current City refuse customers. Residential customers will be billed as part of the monthly utility bill. Commercial customers will bill directly from Contractor. The City believes in maintaining a high level of commitment to quality customer service. In procuring the services described in this RFP, the City seeks to provide high quality public services that are convenient for the residents. In addition, the City seeks to provide services that help citizens decrease the amount of solid waste sent to landfills and increase waste reduction and recycling practices.

2.3 Reservation of Rights

The City reserves the right to reject any and all proposals. The City further reserves the right to issue clarifications and other directives concerning this request for proposals; to require clarification or further information with respect to any proposal, and to determine the final terms of any contract. Presentations by submitters may be requested by the City. Acceptance of any proposal will be based upon factors including, but not limited to: costs for service; completeness of proposal; thoroughness of information provided; customer service standards; value added service; and prior successful contractor performance with waste collection on a similar scale.

3. Basis of Proposal

Proposals submitted will be for the contractor to provide exclusive collection services for trash and recyclables within the City limits. Proposals must include, by paragraph numbers, basic information addressing the following:

3.1 Unit-Based Pricing

The contractor shall provide a proposal indicating charges for the provision of carts/hoppers and regular scheduled weekly trash removal and removal of recyclables no less than bi-weekly on the same day as trash removal. The price structure shall be all-in to encourage customers' reduction in trash removal, while maximizing the number of recyclables processed. The Contractor shall provide service to disabled customers whether or not their refuse or recycling carts are moved curbside. See sec. 5.2 Billing/Invoicing: residential pricing shall include 7% administrative fee.

Pricing List:

Residential

Curbside Residential 95 Gallon Trash and Recycle Service
2nd Trash/Recycling Cart Service (ea.)
Bulky Item Pickup

Commercial

Commercial 95 Gallon Trash and Recycle Service
Additional Commercial 95 Gallon Trash/Recycling Cart
Commercial 2 Yard, 1X Weekly Pickup, 2X Weekly Pickup
Commercial 3 Yard, 1X Weekly Pickup, 2X Weekly Pickup
Commercial 4 Yard, 1X Weekly Pickup, 2X Weekly Pickup
Commercial 6 Yard, 1X Weekly Pickup, 2X Weekly Pickup
Commercial 8 Yard, 1X Weekly Pickup, 2X Weekly Pickup
Bulky Item Pickup

3.2 Additional Services

The Contractor shall provide the following:

- At no cost: Refuse/Recycling removal services to all city owned locations including facilities and parks.
- At no cost: Six (6) open top roll off containers at a City specified location for Citywide Cleanup Day once per year
- At no cost: Refuse containers and removal service as needed for Special Events as determined by the City. This service will handle all solid waste generated by the event.

Contractor may propose additional services.

3.3 Hours and Days of Operation

All collections shall, except as expressly permitted by the City, be limited to the hours between 6:00 a.m. and 5:00 p.m., Monday through Friday. Saturday and Sunday collections are not permitted unless expressly authorized by the City. All collection shall follow a regular schedule and be collected on the same day. The proposal should include a suggested schedule that meets this framework and that accommodates changes due to inclement weather and holidays.

3.4 Holiday Schedules

The Contractor and the City shall agree upon a holiday collection schedule which addresses the days that the landfill is open for business.

3.5 Trucks and Equipment

The contractor shall provide information about the size and types of trucks and automation that it proposes to use, as well as other equipment necessary. Any contract entered into by the City may contain provisions regarding equipment weight, leak proofing, and similar performance standards. City shall not hold Contractor responsible for damage to streets/alleys, excepting driver and operator negligence and carelessness.

3.6 Use of Subcontractors

Contractor shall indicate in the proposal whether or not it intends to use subcontractors for any part of the service being provided, together with a list of all said subcontractors.

3.7 Promotion and Education

Contractor shall provide to the City for digital and print distribution an annual "Trash and Recycling Service Schedule" that is on one 8 ½" X 11" sheet. This schedule shall indicate the pickup day of trash and recycling. Contractor shall provide 50% of costs for one (1) additional educational material per year to be inserted in local newspaper or mailed to local customers at the option of the City.

3.8 Customer Service

The contractor and City shall interface to provide to provide customer service including informing customers of current services, handling customer requests, and resolving customer complaints.

3.9 Proposed Term of Contract

The contractor shall provide proposals for a five year and seven year term of the contract. Alternatives for longer terms may be presented for consideration.

4. Contractor Qualifications

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

- Evidence that the contractor possesses not less than five years of experience providing trash and/or recycling collection services.
- Evidence that the contractor is in good standing in the State of Kansas.
- Evidence of business financial strength and stability.
- The names and resumes of the principal officers, partners, and/or officials. The name(s) and resume(s) of the individual(s) who will be responsible for the City contract.
- Statement disclosing any litigation in the past five years in Kansas and current status of any litigation.
- Such additional information as will satisfy the City that the contractor is adequately prepared to fulfill all of the terms of the contract.

5. General Terms

The contract with the City shall include, but not be limited to, general terms that are substantially as follows:

5.1 Maintenance of Records and Reporting

The Contractor shall maintain in its local office full and complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the City. Reports shall be submitted to the City, no later than a mutually agreed upon day each month, documenting such information as may be required by the City, such as:

- The customers to whom service was provided;
- A log of complaints and resolutions for trash and recycling collection services;
- A log of missed collections and responses;
- A description of any vehicle accidents or infractions;
- A listing of all accounts having a change of service during the month (i.e., size and number of containers, etc.).

5.2 Billing and Invoicing/Payment

The City shall complete billing services for the residential accounts. The Contractor shall directly bill commercial accounts.

The City shall maintain a monthly billing register of services rendered and remit payment for such services except the retainage of 7% of the monthly invoice total as an administrative fee for providing billing services on residential accounts. This fee shall be included in the Contractor's base rate for services. The schedule of billing shall be agreed upon by the City and the Contractor. The City shall work with contractor to audit on an annual basis the count of residential services provided.

5.3 Failure to Perform, Remedies, Termination

The City expects high levels of customer service and collection service. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions.

5.4 Penalties

Penalties may be levied if documented in an incident report presented by the City to the contractor. Penalties will be deducted from the monthly payment made by the City to the contractor.

Disagreements will be subject to the review and resolution procedures provided in the contract.

Acts or Omissions	Penalties (per incident)
-Missed collection on scheduled day	\$100.00
-Failure to collect spilled materials or leakage from vehicles	\$200.00
-Misrepresentation in records or reporting	\$500.00

5.5 Contract Default

Contractor shall provide a bond equal to the cost of three month's service to the City to cover the City's costs in the event of contractor default. The contract will include provisions for successive levels of dispute resolution prior to litigation.

5.6 Force Majeure

The contract will provide that neither party shall be liable to the other for any delay in, or failure of, performance where performance is prevented or delayed by acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise.

5.7 Indemnification and Insurance

The contractor shall be required to indemnify and hold harmless the City, its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the contractor's performance of the contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the contractor or any subcontractor of the contractor, or any officer, employee, or agent of the contractor or subcontractor, or any other person for whom the contractor is responsible. The contract shall include provisions for the contractor to defend against such claims.

The contractor and any subcontractor of the contractor shall be required to carry at their own expense workers' compensation insurance, comprehensive general liability insurance, and vehicle liability insurance. The worker's compensation insurance shall have a limit of not less than \$500,000 per occurrence and unlimited aggregate. The general liability insurance shall have limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Vehicle liability insurance shall have limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The City, its officers and employees, shall be named additional insured as respect to required coverage for particular operations, subrogation, production of certificates, cancellation, and insurer ratings.

5.8 Compliance with Laws and Miscellaneous

The contractor shall be responsible at its expense for obtaining and complying with all applicable permits, ordinances, laws, and regulations. The contract shall also include provisions concerning independent contractor status, wage and hour compliance, equal employment opportunity, non-assignment, disclosure of information and records, applicable law, and such other terms and conditions as the City may require.

6. Self-Reliance

The City makes no guarantee on any of the estimates contained in the RFP and provides this data for informational purposes only. Contractors are expected to conduct their own investigations and research of relevant information used to develop their proposals, including but not limited to the estimated number and type of housing units, anticipated participation, diversion, container weights and all conditions related to the services provided.

The contractor shall make no claims against the City as a result of estimates or projections used herein, statements, or interpretation of data by City staff or its agents.

Checklist for City of Sterling RFP for Municipal Trash and Recyclables Collection	Item Included in Submittal
Pricing - residential, commercial, community events, additional services, City facilities	
Collection schedule	
Holiday Schedule	
Additional Services offered	
Types of trucks and equipment used in collection	
List of subcontractors	
Customer service plan	
Term of contract	
Billing plan	
Qualifications of contractor	
Evidence of financial strength and business stability	
Statement disclosing any litigation in the past five years in Kansas and current status of any litigation	
Sign-off on compliance with all laws and regulations	
Sign-off on compliance with all City Insurance & Indemnification Requirements	
List of Cities for which contractor has provided service in the past five years, including contact information	

This checklist is intended as a reference tool and may not be considered as all inclusive. Please review the entire RFP for any other material that may be required to be submitted.