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| CITY OF VALLEY FALLS, KANSAS SOLID WASTE COLLECTION REQUEST FOR PROP0SAL  Valley Falls, Kansas | |
| Date Available: | January 29, 2020 |
| Closing Date: | March 18, 2020 at 5pm CDT |
| Publicly Opened: | March 18, 2020 at Regular City Council Meeting |
| Item: | Collection of Solid Waste |
| City: | City of Valley Falls, Kansas |
| Location: | City Hall, 417 Broadway Street, Valley Falls, KS 66088 |
| The City of Valley Falls, Kansas ("City") ls requesting proposals from entitles ("Bidders") to operate a system for the collection of solid waste. This Request for Proposals ("Request'') is a formal invitation to bidders to submit bids, in accordance with the specifications, and bid format instructions described herein. | |
| READ THIS REQUEST CAREFULLY  Failure to abide by all of the conditions and requirements of this Request may result in the rejection of a bid. | |



**SECTION 1**

**CONDITIONS TO BIDDING**

**1.1 Negotiated Procurement:** Final evaluation and award is made by the City.

**1.2 Questions to Bidders:** Any, all, or none may be required to explain their understanding and approach to the project and/or respond to questions from the City concerning the proposal; or, the City may award to the low bidder without conducting negotiations. The City reserves the right to request information from bidders as needed. If information is requested, the City is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a best and final offer to the City. Prior to a specified cut-off time for best and final offers, bidders may submit revisions to their technical and cost proposals. Meetings with representatives of the City are generally not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cutoff time will be considered part of the best and final offer.

No additional revisions shall be made after the specified cut-off time unless requested by the City.

**1.3. Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this request. All responses will become the property of the City and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

**1.4. Criteria for Evaluating Proposals:** The City shall make award in the best interest of the City.

General: The bidder should develop a proposal through a process that considers the mission and involvement of the City. All proposals submitted in response to this request will be evaluated by the City using the following criteria and factors (listed in no particular order of importance):

**1.4.1 TIMING OF DELIVERY**. Services are requested for a **three (3) year term** to commence on May 1, 2020.

**1.4.2 TECH NICAL RESPONSE.** This includes the extent to which the bid der effectively demonstrates an understanding of the needs of the City as described in the Request, and offers appropriate solutions to meet those needs. The quality of the technical response is measured by the extent to which the specifications are adequately addressed within the bidder's proposal, and the extent to which the bidder may suggest recommendations for improvements.

**1.4.3 RESPONSE Format and Completeness.** Adequacy and completeness of the proposal is required and carries an important weighting in the evaluation of all proposals. The proposal is to be complete, clear, and understandable. Pages are to be consecutively numbered.

**1.4.4 Financial Ability:** The bidder's demonstrated financial ability to implement, manage, and maintain the proposed offering.

**1.4.5 Experience and Qualifications:** The bidder's general experience and qualifications, and the City's assessment of bidder's ability to perform the work in a timely manner. The experience and professionalism of security services is also a consideration.

**1.5 Acceptance or Rejection:** The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this request; and unless otherwise specified, to accept any item in a proposal.

**1.6 Agreement:** The successful bidder will be required to enter into a formal contract that is acceptable to the City. Special provisions with the agreement allow for the addition of attachments, amendments, and special conditions that may be negotiated by the successful bidder and the City. The bidder's response to this Request shall be included as a legal part of the agreement. In the absence of any language to the contrary, this Request will be the determining document in questions of compliance with the specifications for this project.

**1.7 Contract Formation:** No contract shall be considered to have been entered into by the City until all statutorily required signatures and certifications have been rendered; and a written contract has been signed by the successful bidder.

**1.8 Open Records Act (K.S.A. 45-205 et seq.):** All proposals become the property of the City. All information contained in proposals will become open for public review once a contract is signed or all proposals are rejected.

**1.9 Federal, State and local Taxes-Governmental Entity:** Unless otherwise specified, the proposal price shall [not] include all applicable federal, state and local taxes. The successful bidder shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request.

**1.10 Licenses:** The successful bidder shall obtain in all licenses and permits (other than the license and permit granted by the contract) required by the City, Jefferson County, or the State of Kansas.

**1.11 Insurance:** The City shall not be required to purchase any insurance against loss or damage to any personal property prior to installation nor shall the City establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the bidder shall bear the risk of any loss or damage to any personal property prior to installation.

**SECTION 2**

**Proposal Instructions**

**2.1 Preparation of Proposals**: The City has the right to rely on any price quotes provided by bidders. The bidder shall be responsible for any mathematical errors in price quotes. The City reserves the right to reject proposals, which contain errors.

Proposals shall be submitted in sealed envelopes and the outside envelope shall be clearly identified with this Request and the bid closing date. The City is relieved of any responsibility if the bidder fails to comply with this requirement.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication, or agreement as to any matter related to price with any other bidder, competitor, or City employee.

Proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this Request for Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request for Proposal without additional clarification shall not be considered responsive.

**2.2 Deadline for Submission of proposals:** Bidder's proposal shall consist of: an original and four (4) copies of the proposal, including literature and other supporting documents;

Bidder's proposal, sealed securely in an envelope or other container, shall be received promptly by 5:00pm on Wednesday March 18, 2020, addressed as follows:

**City of Valley Falls, KS**

**Attn: City Administrator 417 Broadway Street**

**Valley Falls, KS 66088**

Faxed or telephoned proposals are not acceptable unless otherwise specified by the City. Proposals received prior to the closing date shall be kept secured and sealed until closing. The City shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Bids that are received after the bid deadline time and date shall be disqualified from consideration. Accordingly, bidders who are mailing their proposals should allow for normal mail delivery time to ensure timely receipt by the City. Late technical and/or cost proposals will be retained unopened in the file and not receive consideration.

**2.3 Signature of Proposals:** Each proposal shall give the complete mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the bidder’s social security or Federal Employer's Identification Number. A Signature Sheet has been provided as part of this Request. It should be completed and returned as part of the Proposal.

**2.4 Notice of Award:** An award is made on execution of the written contract by all parties. Only the City is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

**2.5 Other proposal completion instructions:** The bidder should submit a transmittal letter as part of the narrative proposal which affirmatively states that the bidder has read this entire Request for Proposal and agrees to comply with all provisions contained within this Request for Proposal.

A description of the bidder's qualifications and experience providing the requested or similar services should be included as part of the narrative proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must be capable of meeting the deadlines specified in the Request.

Beyond these general guidelines, bidders are invited to submit additional information in the narrative section that they may consider important in fully explaining their proposal and the advantages for its selection.

Narrative section should be typed with double line spacing and using a font of size 11 or larger.

This section should be published on 81/2 X 11plain paper stock printed on one side only.

Proposals should not be stapled or fastened in any permanent manner. Temporary removable clips may be used to keep the proposal assembled.

**Section 3**

**General Provisions**

**3.1 Termination for Cause:** The City of Valley Falls, Kansas reserves the right to terminate performance of work under any contract awarded in Response to this Request in whole or part whenever, for any reason, the City shall determine that the termination is in the best interest of and/or for the convenience of the City, it shall provide the Bidder/Contractor written notice at least ten (10) days prior to the termination date. The termination shall be effective as of the date specified in the notice.

**3.2 Termination for Convenience:** The City of Valley Falls, Kansas reserves the right to terminate performance of work under any contract awarded in Response to this Request in whole or in part whenever, for any reason, the City shall determine that the termination is in the best interest of and/or for the convenience of the City. In the event that the City elects to terminate such a contract in the best interest of and/or for the convenience of the City, it shall provide the Bidder/Contractor written notice at least ten (10) days prior to the termination date. The termination shall beeffective as of the date specified in the notice.

**3.3 Notices:** All notices, demands, requests, approvals, reports, instructions, consents, or other communications (collectively "notices") which may be required or desired to be given to the City shall be IN WRITING and addressed as follows:

**City of Valley Falls, Kansas**

**Attn: City Administrator 417 Broadway Street**

**Valley Falls, KS 66088**

**3.4 Independent Contractor:** Both parties, in the performance under any contract awarded in response to this Request, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

The employees or agents of the Bidder/Contractor shall not be construed to be the employees or agents of the City for any purpose whatsoever.

The Bidder/Contractor accepts full responsibility for payment of unemployment insurance, worker's compensation and social security as well as all income tax deductions and any other taxes or payroll deductions, required by law for its employees engaged in work authorized by this contract.

**3.5 Staff Qualifications:** The Bidder/Contractor shall warrant that all persons assigned by it to perform work under any contract awarded in Response to this Request shall be fully qualified to perform the work required.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in contract termination and/or damages. The Contractor shall provide high quality customer service, and shall:

* + 1. Treat all customers with dignity and respect.
    2. Treat all customers' property with respect.
    3. Answer questions, comments, and complaints from customers in n a timely manner.
    4. Replace the lid to containers, leave containers upright and out of the street and driveway, and will not block access to mailboxes.

1. Leave a note to the customer indicating problems with items that cannot be picked up.
2. Immediately clean up, leaks or spills and pick up any trash dropped by the Contractor.

**3.6 Complaints:** All complaints shall be received by the City and shall be given promptly to the Contractor. The Contractor shall be equipped with a telephone and qualified attendants as may be necessary to receive and process complaints and service requests or receive instructions and directions from the City during the hours of 8:00 a.m. to 5:00 p.m. each and every working day during the term of the contract or renewal thereafter. The Contractor will be required to maintain records and provide monthly reports adequate to disclose the receipt of and manner or resolution of customer complaints.

**3.7Conflict of Interest:** No Bidder/Contractor shall knowingly employ, during the period of any contract awarded in Response to this Request, any personnel who are also an official with or in the employ of the City.

**3.8 Nondiscrimination and Workplace Safety:** In carrying out its responsibilities under any contract awarded in response to this Request, the Bidder/Contractor shall abide by all Federal, State, and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any Violations of applicable laws, rules and regulations may result in termination of this contract.

**3.9 Environmental Protection:** In carrying out its responsibilities under any contract awarded in Response to this Request, the Bidder/Contractor shall abide by all Federal, State, and local laws, rules and regulations regarding the protection of the environment.

The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this contract.

**3.10 Hauling:** All solid waste hauled by the Contractor shall be so contained, tied, or, enclosed that leaking, spilling, or blowing are prevented. The Contractor shall immediately clean up any leaking, spilled or blown items, particularly hydraulic fluid and petroleum products.

**3.11 Hold Harmless:** In carrying out its responsibilities under any contract awarded in Response to this Request, the Bidder/Contractor shall indemnify the City against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of contractual work, caused by the Bidder/Contractor.

The City shall not be precluded from receiving the benefits of any insurance the Bidder/Contractor may carry which provides for indemnification for any loss or damage to property in the Bidder/Contractor's custody and control, where such loss or destruction is to City Property. The Bidder/Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction or damage to City property.

**3.12 Prohibition of Gratuities:**  Neither a Bidder nor any person, firm or corporation employed by a bidder in the performance of this contract shall offer or give and gift, money or anything of value or any promise for future reward or compensation to any City employee at any time.

**3.13 Jurisdiction:** The parties shall bring any and all legal proceedings a rising hereunder or under any contract awarded in Response to this Request in the State of Kansas, District Court of Jefferson County.

**3.14 Competition:** The purpose of this Request is to seek free and open competition. The bidder shall advise the City when any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the City no later than seven (7) business days prior to the bid closing date. The City reserves the right to waive minor deviations in the specifications, which do not hinder the intent of this Request.

**3.15 Injunctions:** Should the City be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of litigation or other reason beyond the control of the City, bidder shall not be entitled to make or assert claim for damage by reason of said delay.

**3.16 Acceptance:** No contract provision or use of items by the City shall constitute acceptance or relieve the bidder of liability in respect to any expressed or implied warranties.

**3.17 Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued.

Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal Response package. Pricing information is normally not considered proprietary. The Bidder's entire proposal Response package shall not be considered proprietary.

**3.18 Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies.

**3.19 Insurance:** The successful Bidder will be required to present an affidavit of Worker’s Compensation, Vehicle Liability, Public Liability, and Property Damage Insurance to the City.

**3.20 Implied Requirements:** All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

**3.21 Industry Standards:** If not otherwise provided, materials or work called for in this Request shall be furnished and performed In accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations, which shall apply.

**3.22 Prices:** Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the City. Failure to provide available price reductions may result in the contract termination.

**3.24 New Customers:** The City will receive requests for service to additional services not initially included in the contract. The City will investigate all requests for service and will make the determination of eligibility for service and thereupon notify the Contractor. The Contractor will be required to add this location to his route immediately.

**3.25 Payments:** Payments shall not be made for costs or items not listed in the bidder’s bid.

**3.26 References:** Provide three (3) references. References shall have purchased similar items from the bidder in the past five years. References shall show firm name, contact person, address, and phone number. Bidder employees and the buying agency shall not be shown as references.

**3.27 Certification of Specifications Compliance:** By Submission of a bid and the signatures affixed hereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in this Request.

**3.28 Award:** Awards will be made by the City based upon the best interest of the City. The successful bidder will be notified in writing by the City. Neither the bidder nor the City is obligated in any way until a contract has been approved and signed by all parties.

**SECTION 4**

**SPECIFICATION FOR PROJECT**

**4.1 Specifications for Trash and Garbage:** in addition to the General Specifications, the following shall apply:

**a. Scope of work:** The Contractor shall provide collection of residential garbage and trash once per week on a regularly scheduled day. The City in consultation with the Contractor shall determine the day of collection. The collection point shall be at the curbside or in the alley. Normal collection hours should be between the hours of 7:00 a.m. and 5:00 p.m. It is anticipated that collections will not take place more than two (2) days in any one (1) week.

**b. Bid 1 - Curbside Residential Collection:** The Contractor shall collect garbage and trash in customer provided container(s) placed at the curbside (at the street right-of-way in the absence of curbs) or the alley of the customer.

**Bid 2 - Curbside Residential Collection:** It will be mandatory for the Contractor to provide, at the customer’s cost, uniform containers to collect garbage and trash placed at the curbside (at the street right-of-way in the absence of curbs) or alley of the customer.

**c. Special Accommodations:** Aged, feeble or handicapped customers for whom it would be impractical or difficult to transport the container to the curbside shall be served from their house side or where their containers are generally kept, provided the City shall provide a written list of customers to the Contractor on a quarterly basis.

**d. Disposal:** Disposal shall be at any legally operated landfill permitted by the State of Kansas. The contractor shall be responsible for all costs associated with the disposal of the solid waste material collected.

**4.2 Yard Waste:** The Contractor shall not provide collection of yard waste. The City provides a location for the residents to dispose of their yard waste.

**4.3 Special Pickups:** The Contractor shall pickup bulk items, such as furniture, cardboard boxes, and construction debris. Disposal shall be at any legally operated landfill permitted by the State of Kansas. The Contractor shall be responsible for all costs associated with the disposal of materials collected.

**4.4 Spring Clean-U p Day:** It is the practice of the City to provide an annual "clean-up day" each spring where home owners may dispose of large items and spring clean-up items, not to include tires, paint, refrigerants, or household chemicals.

**4.5 Quantities:** Presently the City has approximately 414 residential loose trash pickups and approximately 36 Commercial pickups that range from loose pickup to six (6) yard containers. The City has a one (1) yard container, a two (2) yard container, and approximately seven loose pickups for the city properties.

**4.6 Bid 1 – Curbside Residential Recycling –** Contractor to provide containers for separation of plastic, glass, paper with/without cardboard products to be collected at the curbside (at the street right-of-way in the absence of curbs) or the alley of the customer.

**Bid 2 – Central Collection Point Recycling –** Contractor to provide containers for separation of plastic, glass, paper, with/without cardboard products to be collected at a Central Collection location, to be determined by the City, and dumped/replaced at the Contractor’s convenience, with frequency allowing for residents to have space continually available.

**4.70 Contract length:** The contract shall be for a three (3) year term.

**4.71** Beyond these general guidelines, bidders are invited to submit additional information in the narrative section that they may consider important in fully explaining their proposal and the advantages for its selection.

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| City of Valley Falls  Official Bid Form  Solid Waste Collection Request for Proposal (RFP)  This is to certify that I have read the attached bidding documents completely, and have inspected the site and the work to be furnished, and will meet or exceed the attached specifications. | |
| Company Name: |  |
| Authorized Signature: |  |
| Title: |  |
| Address: |  |
| Email: |  |
| Telephone Number: |  |
| Fax Number: |  |
| Date: |  |
| Bidder shall submit Proof of Insurance and Non-Collusive Form along with this bid. | |

**NON-COLLUSIVE FORM**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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| --- | --- |
| Name of Corporation: |  |
| By (Title): |  |
| Partnership: |  |
| Individual: |  |
| Signature: |  |
| Date: |  |