

**City Hall
CITY OF MEDICINE LODGE, KANSAS
114 W. First Ave
Medicine Lodge, KS 67104
(620) 886-3908**

REQUEST FOR PROPOSALS (“RFP”)

For

**EXCLUSIVE RESIDENTIAL AND COMMERCIAL
SOLID WASTE AND RECYCLABLES
COLLECTION AND TRANSPORTATION SERVICES**

IN THE

CITY OF MEDICINE LODGE, KANSAS



Proposals Due: 5:00 p.m. Central Time, December 7, 2012

**CITY OF MEDICINE LODGE, KANSAS
RESIDENTIAL SOLID WASTE AND RECYCLABLES
COLLECTION AND TRANSPORTATION SERVICES
REQUEST FOR PROPOSALS**

I. Introduction and General Requirements

- A. **Program.** The City of Medicine Lodge (“City”) requests proposals for exclusive residential and commercial municipal solid waste and recyclables collection and transportation in carts. The term of the franchise agreement will be approximately five (5) years, beginning after award of an exclusive franchise, with a City option to extend for up to three (3) additional years.
1. For the purpose of this RFP, persons that submit or may submit a proposal are referred to as “Respondent” or “Respondents,” and the Respondent selected is referred to as the “Contractor.” The terms “contract,” “agreement,” “franchise,” and “franchise agreement” are used throughout and all refer to the same legally binding instrument for effecting the business relationship.
 2. The City intends to select a single contractor to provide services for the entire City but reserves the right to contract with multiple Respondents to serve defined areas of the City. The City may negotiate with 1 or more Respondents to clarify any ambiguities or inconsistencies in proposals, and procure the best possible franchise agreement with respect to services and cost. The City may discontinue negotiations with a Respondent at any time if City believes progress is unsatisfactory, continue discussions with another Respondent, or commence new discussions with 1 or more other Respondents.
 3. Prior to selection, finalists will be asked to present their proposal at a public forum and take questions from the public.
 4. Commencement of consolidated collection services. The Contractor will begin collection service on or about April 1, 2013.
- B. **Mandatory Service.** The City has adopted City-wide mandatory waste collection service (Ordinance 832) for both residential and commercial customers. Participation by each customer in the recycling program contemplated by this RFP would be voluntary to customers.
- C. **Due Date for Proposals.**
1. Proposals are due to the City Administrator, 114 W. First Ave., Medicine Lodge, KS 67104, by 5:00 p.m. Central Time on December 7, 2012. Proposals must be received before this time and date. It is the sole

responsibility of the Respondent to ensure that the Proposal is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.

2. The Respondent must submit the Signature Page included at the end of this RFP.
3. No negotiations, decisions or actions shall be initiated by any company as a result of any verbal discussions with any city employee or elected/appointed official prior to completion of the request for proposal process, other than the employee identified herein. Such activity may be cause for disqualification of consideration for award of this project.

D. Proposal Submittals

1. All submittals in response to this solicitation will become the property of the City when received by the City and may be considered public information under applicable law.
2. City reserves the right to reject any and all Proposals, or part of any Proposal, to postpone the scheduled Proposal deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Proposal and that would not affect a Contractor's ability to perform the work adequately as specified.
3. All proposals must be submitted in a sealed envelope clearly labeled "Response to Solid Waste RFP."
4. The cost of developing and submitting the proposal is entirely the responsibility of the Respondent.
5. Questions and clarifications may be directed to the City's contact at any time.

E. Proposal Format

1. Any portion of proposal that is deemed to be a trade secret by Respondent shall be clearly marked "proprietary information." The City will not disclose proprietary information to the public unless required by law; however, the City cannot guarantee that such information will remain confidential.
2. To be considered responsive, Proposals should adhere to the following guidelines:

- a) No reproduction of a City seal or logo should be used in any documents submitted in response to this solicitation.
- b) Indicate the name, title, mailing address, telephone number, fax number, and E-mail address of the Respondent's primary contact person.
- c) Any agreement or contract proposed by a Respondent as part of its proposal must be submitted with the proposal. Any such agreement will be considered as part of the proposal prior to selection of a contractor. The inclusion of a proposed agreement does not guarantee its acceptance by the City. A proposal must specify which, if any, of its terms would be different if the City does not accept the proposed agreement in whole or in part. No agreement will be considered if submitted after the deadline for proposals.
- d) The signature page must be submitted with the proposal. All prices and notations must be printed, typed or written in ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by the person signing the proposal.
- e) Submit one (1) original Proposal clearly marked "Original," and eight (8) printed copies of the Respondent's proposal.
- f) After the paper submission deadline, the Respondent may be asked to submit an electronic copy in PDF format.

II. Minimum Qualifications

- A. **Experience.** At least five (5) years of experience in curbside refuse and recyclables collection similar to the program described herein or be currently licensed by the City for refuse collection.
- B. **No Sanctions.** No administrative or judicial sanctions by Barber County or any other Kansas County, or the State of Kansas or any of its agencies within the last three (3) years for violation of a law or regulation pertaining to collection, transportation or disposal of solid waste.
- C. **Financial Surety.** Capable of providing a letter of credit or other required financial security. The resulting contract shall specify requirements for a performance bond in the case of Contractor's failure to perform contracted services. The performance bond shall be for a minimum of 100 percent of the first year value of the contract and shall be in effect for the duration of the contract and any extensions.
- D. **Qualifications Required.** If the City determines that a Respondent does not meet these minimum qualifications, the City need not further review such Respondent's proposal.

III. Intent/Goals

The City will evaluate proposals based on the criteria listed below in this RFP to determine the extent to which each proposal would accomplish or further the City's goal of establishing standardized, equitable, and affordable customer service and rates for waste collection and enhancing recycling services.

- A. **Standardized, equitable and affordable customer service and rates**
 - 1. Establish equitable rate schedule for standardized waste and recycling service.
 - 2. Economies of scale that minimize service costs and customer rates.
 - 3. Incentives for people to recycle and/or produce less waste.
- B. **Enhance and expand services.**
 - 1. Curbside recycling, at least bi-weekly.
 - 2. Provide provisions for the curbside collection of bulky items, defined as no larger than (4ft X 6ft X 8ft).
 - 3. No surcharge for roll-out service for elderly (75-plus) and disabled.
- C. **Increase waste diversion.**
 - 1. City wide single stream collection of commingled recyclables in wheeled carts included in the monthly refuse service rate without surcharge.
 - 2. Increasing the City's recycling rate to approximately 20-25%.
 - 3. Automatic (default) delivery of recyclables carts included in the monthly refuse service rate without surcharge and without specific customer subscription request.
- D. **Contractor accountability.**
 - 1. Complete and timely reports on program implementation, waste and recycling volume data, compliance with service specifications and satisfaction of performance standards.
 - 2. Ensure City access to Contractor's service records and related information.
 - 3. Provide for periodic internal and external audits of Contractor's compliance with Franchise service specifications and performance standards.
- E. **Quality service**
 - 1. Provide multiple service options that meet the complex needs of residents.
 - 2. Emphasize innovative, responsive customer service.
 - 3. Ensure consistent and reliable quality service.

IV. Background/Demographic Information

- A. **Solid Waste Accounts.** The City currently shows approximately 875 residential accounts (including about 50 light commercial accounts) and 73 commercial accounts. However, each Respondent is responsible for conducting its own analysis of this data and securing additional data it deems necessary to determine its costs to provide required or other services. Respondents are responsible for

making such independent investigation of conditions in the City, including but not limited to topography, road conditions, customer density, and long driveways or access roads, as it deems appropriate to prepare its proposal. The City also has about 70 accounts with out-of-town customers. The City cannot mandate exclusive service for these accounts – and these customers may be interested in independent service agreements.

- B. **Location.** The City is located in the middle of Barber County and has a population of 2,009.
- C. **Landfill.** The City is required to use the Barber County Landfill, which is approximately 15 miles south of the City. The current rate is \$47 per ton. The City has one appointee to the Barber County Solid Waste committee, which addresses landfill issues and projections.
- D. **Equipment.** Approximately 75 percent of accounts have existing 90-gallon poly carts. Of those, 255 are leased from the City, and the individual customers own about 400. All 3-yard dumpsters are individually owned. The poly carts and dumpsters have been acquired from multiple vendors and are a mixture of styles.
- E. **Tonnage.** In 2011, the City collected approximately 1,312.5 tons for the year.
- F. **Recycling.** The City currently operates a volunteer recycling center as part of a multi-county Resource Conservation District program. In 2011, the City recycled approximately 70.7 tons, which is 5.39 percent of total solid waste.

V. Procurement Schedule

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| | November 6, 2012 |
| A. City issues RFP. | |
| B. Deadline for submission. | December 7, 2012
5:00 p.m. Central Time |
| C. City Council will review proposals at regular City Council meeting and select up to four finalists. | December 17, 2012 |
| D. Finalists will present proposals at a public forum and take questions from audience. | January 2013 (time, date, location to be determined) |
| E. City Council selects vendor and enters contract negotiation. | January/February 2013 |
| F. Parties execute franchise agreement and contractor implements transition plan. | February 2013 |

G. Contractor commences service.

April 1, 2013

This schedule is subject to change (including the addition of other diligence, measures and required procedures) all as to be determined by the City.

VI. City Point of Contact

A. **Questions.** Respondents shall direct any and all questions and correspondence regarding this RFP to:

Austin Gilley, City Administrator
114 W. First Ave, Medicine Lodge, KS 67104
PHONE: (620) 886-3908
FAX: (620) 886-3900
Email: austin@medicinelodge.ks.gov

B. **E-mail Preference.** All questions regarding this RFP shall be submitted in writing, preferably by email. The City will consider all questions and communicate the questions and answers to all known Respondents by e-mail addendum to this RFP.

C. **Unsolicited Responses.** Respondents who received notification of this RFP by means other than mailing from the City shall contact the City Administrator to request to be added to the mailing list. It is Respondent's responsibility to provide its email address and mailing address to ensure timely notification of addenda that may be issued prior to the proposal submittal date.

VII. Scope of Work. This section summarizes the services that the City seeks to procure, but Respondents should examine the franchise agreement later in the process – the provisions in the agreement would govern and not this RFP.

A. **General Residential and Commercial Waste and Recyclable Services Required**

1. Collection:

- a) Regular weekly collection of refuse in carts of 1 or 2 sizes at residential customers.
- b) Regular, single-stream collection of recyclables in separate cart made available to residential customers at least every two weeks. Allowed recyclable materials will be at the discretion of the contractor but need to be defined in the proposal.
- c) Weekly collection of refuse and recyclables at no charge to all properties used by the City for governmental or proprietary operations, including, but not limited to, City Hall, Public Works

Building, Animal Shelter, City Pool, Sewer Plant, Library, and Police Department.

- d) On-call collection of abandoned waste (illegal dumping) within 24 hours.
- e) Emergency service, such as storm cleanup, as needed.
- f) Roll-out or push services without charge to elderly (75 and older) and disabled residential customers and for set surcharge to other customers.
- g) Offer residential-level service and pricing to small businesses, defined as needing no more than two residential-sized containers collected once per week.
- h) Regular collection of refuse at commercial locations with dumpster size and frequency to be determined upon implementation.
- i) Make provisions for recyclables at larger commercial sites to include at least paper and cardboard.

2. **Hauling/Transportation:**

- a) Transport all solid waste to the Barber County Landfill. The Contractor will be responsible for making all landfill payments.
- b) Transport recyclables to processing facilities provided or arranged for by the Contractor. All remuneration obtained for recyclables will go to the Contractor. The Contractor will be required to provide regular reports on volumes recycled.

3. **Customer Service and Communication Requirements:**

- a) Employees must wear uniforms, with clearly displayed name badges, and have neat, tidy appearance.
- b) Maintain written record of customer inquiries/complaints and respond within 24 hours.
- c) Respond to emergency line within one hour.
- d) Local toll-free phone number, answered by live person within three (3) rings during daytime business hours. Use of an automated voice response system is acceptable provided human interaction is also possible.
- e) Effectively communicate collection days and schedule to all customers.
- f) Implement public education and communications plan, specifying target audience and how Respondent would reach that audience with information about the recycling program and other service programs.

4. **Billing.**

- a) The City will handle all billing and fee collection procedures and will pay the Contractor monthly in a lump sum.
- b) The City will assess a four percent (4%) of gross revenues administrative fee for providing billing services.
- c) Account changes must be made through the City office which will communicate with the designated contact to provide for any route changes, additions, or deletions or special service requests.
- d) The City will assess a franchise fee of five percent (5%) of gross revenues, which is customary of all City franchises.
- e) The City would consider alternative billing arrangements.

B. Cart Services Required

1. **Automated Residential Waste collection.** Cart customers are primarily residential, but might include small businesses or multi-family premises. Residential Waste collection service is comprised of weekly collection of Residential Waste, 6:00 a.m. to 5:00 p.m. Monday through Friday, as set by agreement with the City, with preference given to proposals for collection on no more than two (2) days per week.
2. **Bulk containers.** At no more than two events per year, the Contractor shall provide at no cost extra dumpsters not-to-exceed six (6) to assist with the trash collection of community events. Also at no more than two events per year, the Contractor shall provide at no cost portable toilets not to exceed twelve (12) units and two (2) handicapped equipped units.
3. **Recyclable collection.** The Contractor must offer the collection of certain recyclables from residential customers at least every other week, 6:00 a.m. to 5:00 p.m. on the same day as Residential Waste collection. The Contractor also must offer no fewer than three single-stream collection carts at no cost to be placed on City facilities for the use of out-of-town recyclers.
4. **Surcharges.** The Contractor must have the ability to provide each of the following collection services, as determined by the City, for a set monthly surcharge:
 - a) Residential Waste Collection:
 - (1) 1 cart (larger than 90-gallon)
 - (2) 1 cart (smaller than 90-gallon)
 - (3) Additional cart, when requested.
 - (4) Roll-out service.
 - b) Combined Residential Waste and Recyclable Collection:
 - (1) 1 cart (larger than 90-gallon), plus similar sized Recyclable cart.

- (2) 1 cart (smaller than 90-gallon), plus similar sized Recyclable cart.
 - (3) Additional cart (larger than 90-gallon), when requested.
 - (4) Roll-out service.
 5. **Cart specifications.** Respondent must provide new wheeled carts having specifications approved by the City. All carts must contain prescribed labeling, including an anti-scavenging notice and hazardous waste disposal prohibitions. Respondent must promptly repair and replace carts as necessary.
 6. **Cart delivery, pick up and exchanges.** Customers must be able to change the number or capacity of refuse containers once a year without extra charge. City has the right to use all service assets, including carts, during any period of non-performance by the Contractor. Upon expiration or early termination of the franchise agreement, City shall have the option (but shall not be required) to direct Contractor to transfer ownership of all serviceable carts to the City.
 7. **Contractor's difficult-to-service options.** Contractor may make special provisions:
 - a) At premises that are difficult to serve (having prescribed narrow lanes, steep grades, low vertical clearance, or small turn radius), or
 - b) With City consent, premises that Contractor's automated vehicles cannot safely access.
 - c) Alternative cans/carts for difficult-to-service roll-out service at no additional charge.
 8. **Special services.**
 - a) roll-out or push services without charge to elderly (age 75 and over) and disabled residential customers and for set surcharge to other customers.
 - b) one free on-call curbside collection for each account per year for bulky items and excess solid or yard waste (4 X 6 X 8 feet)
 - c) Citywide clean up event – provision of minimum of two packer trucks and operators for at least one event per year for citywide cleanup, providing house-to-house curbside collection, free of charge.
 - d) Be able to provide clear provisions for shared containers in areas that are difficult to access.
- C. **City Facilities.** The contractor must provide weekly collection of refuse and recyclables at no charge to all properties used by the City for governmental or proprietary operations.

- D. **Abandoned Waste Collection.** The Contractor must collect abandoned waste (such as boxes, bags, bundles, furniture, appliances and tires) upon City Administrator request and all litter within a 10-foot radius of the abandoned waste. Drivers must use best efforts to pick up additional abandoned waste that they see en route to a designated abandoned waste pick up spot.
- E. **Transportation and Disposal.** Disposal fees are included in the service fee. If the disposal fees change, the service fee would be adjusted in accordance with the agreement.

VIII. Contract Awards. The Contractor(s) selected will be expected to execute a formal agreement with the City for the provision of the requested service in the form of a franchise agreement.

- A. The City Council will make the award from this solicitation.
- B. Interview: the City reserves the right to interview selected Contractor(s) before a contract is awarded. The costs of attending any interview are the Contractor's responsibility.
- C. Incurred Costs: The City is not liable for any cost incurred by Contractor(s) in response to this solicitation.
- D. Unsuccessful Respondents will be notified of the final decision.
- E. The award resulting from this solicitation will be made to the Contractor that submits a response that, in the sole opinion of the City, best serves the overall interest of the City. Awards will not be based on cost alone.
- F. Prices need not remain firm for the term of the franchise agreement, but can be subject to readjustment annually. Readjustments for each successive Contract year shall equal the annual fee payable the previous year adjusted proportionately by the annual Consumer Price Index (CPI -- All Items Consumer Price Index for All Urban Consumers (CPI-U)). The annual fee, however, shall not be increased by more than 2.5% annually. Therefore, only the first year's contract pricing needs to be provided. Increases beyond these provisions would require renegotiation of the contract. This provision does not apply to landfill fee increases, which are out of the control of the contractor.

IX. Contract Terms

- A. **Term and Extensions.** The term of the franchise agreement will be approximately five (5) years (expiring on or about March 31, 2018) with a City option to extend for up to three (3) additional years based on Contractor's performance, to include increased diversion, satisfactory customer survey, and timely payment of any money owed to City.

- B. **Termination.** The City may terminate the franchise agreement based on Contractor default; continued uncontrollable circumstances; failure to agree on adjustment of the service fee component due to changes in law; performance specifications determined to be unenforceable, or for other causes as set forth in the franchise agreement.
- C. **Rights and Remedies of City for Default.** In the case of default by the Contractor, the City may procure the services from other sources and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by claiming against any performance bond, letter of credit, or other financial security of the Contractor, or by suit against the Contractor.
- D. **Indemnities.** The Contractor(s) selected shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the franchise agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Contractor's performance of the franchise agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the City. "Contractor's performance" includes acts and omissions of the Contractor and Contractor's officers, employees, agents and subcontractors.
1. Contractor Indemnity, Defense and Release:
 - a) General. To the extent allowable under Applicable Law, Contractor will indemnify, defend with counsel approved by City; release and hold harmless the City and City's Related Parties from and against all Liabilities paid, incurred or suffered by, or asserted against, City or City's Related Parties arising out of or in connection with franchise agreement, including any alleged failure of City or City's Related Parties to enforce provisions of the franchise agreement or of Applicable Law.
 - b) Indemnity During Term Only. Contractor's Indemnity is limited to Liabilities resulting from Services from and after the Agreement Execution Date through the Termination Date. However, Contractor's indemnity obligations under this section resulting from services during the term will survive the expiration or termination of the agreement.

2. Reimbursement of Enforcement Costs. If Contractor fails to pay any Indemnities and that failure results in any costs to City, within 15 days of City request, Contractor will pay City's Reimbursement Costs for those costs.

E. Insurance Requirements -

1. Coverage Requirements. Without limiting its other indemnities, Contractor will secure and maintain insurance coverage meeting the following requirements. Contractor may use a combination of primary and excess insurance coverage to satisfy these requirements.

- a) General Liability Insurance written on ISO policy form CG 00 01 (occurrence) or its equivalent with limits of not less than the following:

(1) Per occurrence:	\$1,000,000
(2) Aggregate:	\$2,000,000

- b) Pollution Legal Liability Coverage:

- (1) Limit of not less than \$2,000,000 per occurrence covering loss (including cleanup costs) that Contractor becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) resulting from pollution conditions caused by transported cargo (including waste).

- (2) For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered.

- (3) The liability coverage for pollution must provide contractual liability coverage, by endorsement or schedule, if necessary, for Contractor's Indemnities.

- c) Automobile Liability Coverage:

- (1) With a limit of liability not less than \$2 million for each accident;
 - (2) Endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials; and
 - (3) Covering all Vehicles (any auto).
- d) Workers' Compensation and Employers' Liability Insurance:
- (1) Workers' compensation benefits required by Kansas law; and
 - (2) Employers' Liability coverage with limits of not less than the following:
 - (a) Each accident: \$500,000
 - (b) Disease - policy limit: \$500,000
 - (c) Disease - each employee: \$500,000
- e) Umbrella Liability with policy limits of not less than \$2,000,000 in excess of the underlying General Liability, Auto Liability, and Employer Liability.
- f) If Contractor is subject to federal regulations, Contractor also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.
- g) If Contractor fails to secure and maintain any Insurance required by the franchise agreement, at its sole option City may secure and maintain that Insurance at its expense and Contractor will pay City the City's Reimbursement Costs therefor. This remedy is in addition to City's right to declare a Default hereunder and terminate the franchise agreement.
- h) Contractor will secure insurance provided by an insurer that is an admitted company in Kansas having an A.M. Best's rating of no less than A-IX, or an insurer that is acceptable to the City.
2. Coverage Requirements for Subcontractors. Contractor will insure each Subcontractor performing Collection by providing evidence that either:

- a) Contractor is maintaining Insurance required by this Section protecting Contractor and City interests against Liabilities caused by the acts, errors or omissions of the Subcontractor; or
 - b) The Subcontractor is maintaining that Insurance itself.
3. Evidence of Coverage. Contractor will provide endorsements, schedules and other evidence of coverage with respect to Contractor and any Subcontractor requested by and acceptable to the City, on or before the Agreement Execution Date, promptly upon renewal of policies, and within 10 City Business Days of the City's request.
- a) Certificates of Insurance. Contractor will provide certificates (or other evidence of coverage) containing at a minimum, the following information with respect to Contractor and any Subcontractor:
 - (1) Agreement name: explicitly identify the franchise agreement (for example, UNDER DESCRIPTION OF OPERATIONS), and if necessary to secure contractual liability coverage as an "insured contract" or otherwise, include a schedule or endorsement that specifically identifies the franchise agreement;
 - (2) Types, policy numbers, policy effective/expiration dates and limits: explicitly reference each type and corresponding limit of coverage required under the franchise agreement, together with the following:
 - (a) Policy numbers;
 - (b) Effective/expiration dates; and
 - (c) Identification of each required ISO policy form or confirmation of its equivalency to ISO policy forms required under the franchise agreement (such as "auto liability ISO form CA 00 12"). Where the Agreement does not require a specific ISO policy form, the certificate of insurance must specifically reference the required type of coverage (such as "pollution liability" under TYPE OF INSURANCE – OTHER) together with a summary description of its coverage (such as "pollution conditions caused by transported cargo" under SPECIAL PROVISIONS).

- (3) 30 days' Cancellation Notice: contain the express condition that City must be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance. Endorsements cannot contain mere "best effort" modifiers or relieve the insurer from its responsibility to give that Notice and the CANCELLATION information on the certificate of insurance must delete language such as "failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives;"
 - (4) Deductibles and self-insured retentions: identify any deductible and self-insured retention. Upon City request, Contractor will reduce any self-insured retention as it applies to any City or provide a letter of credit, certificate of deposit or other financial assurance acceptable to City guaranteeing payment of all retained losses and related costs and expenses related to investigations, claims administrations, and legal defense. The letter of credit or certificate of deposit must be provided by a bank satisfactory to City; and
 - (5) Claims made: if any insurance coverage is written on a claims-made form (such as pollution liability), evidence that the "retro date" is before the Agreement Execution Date. Contractor must maintain that coverage for at least 5 years after the Termination Date. Promptly upon City request, Contractor must provide City with evidence of that coverage. THIS PROVISION SURVIVES THE TERMINATION OF THE FRANCHISE AGREEMENT.
 - (6) Contractor and subcontractor must agree to maintain the General Liability Products and Completed Operations, as well as the excess coverage for General Liability for at least two years after the completion date of their services hereunder.
- b) Endorsements: Contractor must provide copies of the following endorsements or other documentation with respect to Contractor and any Subcontractor satisfactory to the City:
- (1) Additional insured endorsement to each liability policy, explicitly adding City and its "officers, agents, and employees" as additional insured;
 - (2) Waiver of subrogation; and

- (3) Insurance is primary and not contributing with any other Insurance or self-insurance programs maintained by City and its officers and employees.
 - c) Schedules: Contractor must provide schedules or other evidence that liability policies of Contractor and any Subcontractor provide contractual liability coverage for Indemnities, such as listing the franchise agreement as an “insured contract.”
 - d) Signature verification. At the City’s request, Contractor must provide documentation verifying that the individual signing or countersigning the certificates, policies, endorsements, or other evidence of coverage of Contractor and any Subcontractor is authorized to do so and identifies his or her company affiliation and title. The City may require complete, certified copies of Contractor’s insurance policies at any time.
 4. Notice of claims. If any Person makes a claim against Contractor or any Subcontractor exceeding the amount of any deductibles or self-insured retentions, Contractor will promptly notify the City of the claim.
 5. Accounting System. Contractor will institute a comprehensive accounting system satisfactory to the City to monitor all insurance requirements under the franchise agreement, including those of each of its Subcontractors.
 6. Contractor Compliance. Contractor will comply with all requirements of its insurance policies and insurers.

F. Letter of Credit

1. Contractor will provide for the issuance of an irrevocable standby letter of credit (the “Letter of Credit”) issued by a bank approved by the City in its sole discretion (the “Bank”), for the benefit of City. The Letter of Credit must authorize the beneficiary City to draw, in one or more drawings, not less than the following amount (the “Stated Amount”):
2. During the first Contract; an amount equal to six months of gross Customer Service Charges projected by the City;
3. During the second Contract Year, an amount equal to 55% of the amount of gross Customer Service Charges that Contractor received during the first Contract Year; or if the first Contract Year was less than 12 months, 55% of the City’s estimate of that amount that Contractor would have received during 12 full months; or

4. During the third and following Contract Year(s), an amount equal to 55% of gross Customer Service Charges that Contractor received during the prior Contract Year.
 5. City may draw on the Letter of Credit in any of the following events as evidenced to the satisfaction of the City:
 - a) Contractor's Default;
 - b) Contractor is unable to regularly pay its bills as they become due;
 - c) Contractor fails to timely pay any Solid Waste Management Facility for services provided under the franchise agreement; or
 - d) Contractor fails to pay an Insurance deductible or self-insured retention.
 6. The Letter of Credit must expire on the date on which the Bank receives a certificate from the City that:
 - a) The franchise agreement has expired;
 - b) The franchise agreement has been terminated for a period of 180 days or other preference period provided under Applicable Law with respect to bankruptcy or insolvency; or
 - c) Contractor has substituted an alternative Letter of Credit or other security document acceptable to the City in the City's sole discretion; and Contractor does not owe City any money.
 7. The form of the Letter of Credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, must be in a form acceptable to City.
 8. The form of the Letter of Credit, including the procedures for and place of demand for payment and drawing certificate attached thereto must be in a form acceptable to City.
 9. The Letter of Credit must be transferable to any successor.
- G. **Independent Contractor** - The Contractor shall be an independent contractor and shall not be an employee of the City. Contractor shall be responsible for all insurance required hereunder and all payroll-related taxes. Contractor shall not be entitled to any employee benefits. Subject to the performance and service standards contained in the franchise agreement, Contractor shall control the manner and means of accomplishing the result contracted for herein. Contractor shall neither assign rights nor delegate duties arising under the franchise agreement without the prior written consent of the City.
- H. **Conflict of Interest** - The responsible officers and its employees of the Contractor having major responsibilities for the performance of work under the

franchise agreement awarded based on this RFP shall not have any interest, direct or indirect, which might conflict in any manner or degree with its performance under the franchise agreement.

- I. **Service Fee** - The Contractor's compensation will be based on proposed per unit and cart fees, and will be as scheduled in the franchise agreement. Actual rates charged to customers may include franchise fees payable to the City.
- J. **Record-keeping, Reporting, and Surveys.** The Contractor shall and will maintain operational and financial records at the location, in the form, and for the period set forth in the franchise agreement, prepare all reports required by the franchise agreement, and allow the City to audit such records.

X. Selection Criteria and Proposal Content

- A. **Evaluation and Selection.** The City will evaluate proposals, select a Contractor and award a franchise agreement based on the criteria set forth in this section.
- B. **Proposal Content.** Proposals should include sufficient information, relevant to the criteria described in this section, to facilitate its expeditious and accurate review by the City. The City may request clarification of, or additions to, information provided in Respondent's proposal but is not obligated to do so. The City may request clarifications or additional information from one or more Respondents, but not from others.
 - 1. Forms described as "Required" in this section must be attached to the signature page of the proposal.
 - 2. Information in proposals should be organized under the paragraph headings (e.g., "X.C. Qualifications" and numbered subheadings outlined in this section).
- C. **Qualifications** (comparable experience; references) Provide the following information:
 - 1. Respondent Qualifications – demonstrated experience providing similar services in a service area comparable in size to the City.
 - 2. Staff Qualifications - Background of individual team members that illustrates proven technical, operational and managerial experience needed to handle the proposed services.
 - 3. Understanding of local conditions - Understanding of local solid waste management conditions, including regulations in or affecting the City.

4. Client relationship - Client references demonstrating Respondent's ability to maintain long-term relationships with municipalities, including:
 - a) cooperation in providing requested information in a timely manner
 - b) avoiding litigation and arbitration in settling disputes.
 - c) The City may contact references that Respondent lists or other jurisdictions or private entities known to have contracted with Respondent or in which Respondent does business.
5. Customer service - Demonstrated ability to implement and operate high-quality customer service program and respond promptly and courteously to any and all customer inquiries and/or service requests.
6. Corporate citizenship - Documented success in contributing to the quality of life of the residents of the community (e.g., environmental policy and compliance record).

D. References. Provide the following information:

1. Other Respondent programs with technical and operational features similar to those proposed, including but not limited to:
 - a) Automated cart collection of refuse and recyclables.
 - b) Transition to automated collection; cart rollout and customer education. Include proposed sizes and colors of carts as well as photographs of carts.
 - c) Transition as new service provider, including cart and truck acquisition, creating customer subscription/billing records, customer education.
 - d) Difficult-to-serve accounts
 - e) Recyclables and bulky waste collection, processing (especially at proposed facilities)
 - f) Emergency service experience
 - g) Other features listed in Respondent's proposal, including equipment acquisition and maintenance program, proposed source or manner of financing, cost of capital, and amortization or depreciation schedule of contractor-owned equipment
 - h) Staffing (including number; operations, health and safety training; drug and alcohol testing; and any incentive programs)
2. Municipal contract disclosure - A list of all Respondent's contracts with municipalities in the last three (3) years, with name and phone number of knowledgeable contact

E. Litigation Record. Provide information described in this subsection for the past five years for Respondent and Respondent's affiliates (where "affiliate" has the meaning provided in Rule 144 of the Securities Act of 1933):

1. Certain civil contests - All mediation, arbitration or litigation proceedings, whether settled or reduced to judgment in the following locations and amounts:
 - a) Anywhere and in any amount, for Respondent
 - b) Kansas and in excess of \$100,000, with respect to Respondent's affiliates
2. Criminal Actions – All criminal actions, whether resolved through no contest, not guilty plea or conviction, and including indictments not resulting in conviction, for Respondent and Respondent's affiliates, for all jurisdictions.
3. Administrative actions – All challenges to a regulation or contract specification and all defenses of an action brought by a municipality or other local government to enforce a regulation or contract term or specification.
4. Public procurement or contract disputes – All procurement challenges and all contract enforcement or interpretations actions.
5. Revocations – All revocation, suspension, or termination of any business or solid waste license, permit, or franchise granted to Respondent or Respondent's affiliate or any predecessor in interest.
6. Class actions - All to which Respondent or Respondent's affiliate is a party defendant, regardless of status or disposition
7. Labor disputes – All relating to labor disputes, including all strikes, walkouts, slowdowns or other labor disturbances and all actions relating to equal employment opportunity, non-discrimination, working conditions, employee safety (including OSHA), in Kansas (with respect to affiliates) and anywhere (with respect to Respondent)

Submission of a proposal certifies that the chief administrative officer of Respondent represents and warrants that the information included in the proposal with respect to civil contests, criminal actions, administrative actions, revocations, class actions and labor disputes described in the proposal is, to the best of his or her knowledge and belief, true and complete as of the date of submission of the proposal.

F. **Customer Service.** Provide customer service and communications program commitments, including:

1. protocol for resolving public complaints and answering customer questions;

2. availability to public during office hours;
3. availability to City during office hours and in emergencies;
4. protocol for communications between dispatchers and drivers;
5. record of call abandonment rates;
6. location of administrative offices and customer service locations.

G. **Environmental Record.** Provide the following: (Submission of a proposal certifies that the chief administrative officer of Respondent represents and warrants that the information included in the proposal with respect to environmental actions and issues described in the proposal is, to the best of his or her knowledge and belief, true and complete as of the date of submission of the proposal.)

1. Violations – include case number, date, and name of regulatory agency
2. Pending or threatened:
 - a) notices of violation;
 - b) administrative enforcement proceedings;
 - c) other actions alleging noncompliance with environmental law, regulation, permit or compliance order (solid waste, air management, etc.) for Respondent anywhere, and for Affiliates in Kansas, during the past five (5) years;
 - d) Include case number, date and name of regulatory agency.

H. **Proposed Program Implementation Plan.** Provide the following information:

1. Transition Plan. Provide a detailed implementation schedule/timeline demonstrating Respondent's ability to effectively locate and use necessary resources for successful program implementation, including the following:
 - a) detailed implementation schedule, including key milestones and implementation dates, demonstrating Respondent's ability to effectively locate and utilize necessary resources for successful program implementation;
 - b) identification of any truck purchase commitment and delivery schedule;
 - c) identification of any container purchase commitment and delivery schedule;
 - d) community outreach and community relations plan/education, especially during the transition period;
 - e) customer service plans;
 - f) materials processing, disposal, and reporting plans;
 - g) City coordination plans;
 - h) transition staffing and training plans;
 - i) collection of old containers and distribution of new ones;
 - j) selection process for customers to choose cart size for trash and whether they want recyclables cart(s);

- k) notification to Homeowners Associations and pre-paid customers of current trash haulers;
 - l) degree of correspondence with present customer service schedules.
- 2. Transition record and references – Demonstrated ability to fully implement programs and services in a timely manner, including references to municipalities where Respondent has successfully implemented new programs or services, including knowledgeable contact with phone number.
- 3. Transportation Plan: Provide a detailed description of the following:
 - a) Map of proposed truck routes and proposed days of collection;
 - b) Photograph and specifications of trucks to be used;
 - c) Description of transfer/direct haul plans.
- 4. Public Education Information. Provide the following information:
 - a) Demonstrated ability to contribute to public education about services, which includes an explanation of strategies, for example:
 - (1) Distribution of quarterly public education bulletins
 - (2) Annual distribution of program magnet
 - (3) City Inserts in Newsletters/billing statements
 - (4) Size and quarterly preparation of educational signage on vehicles
 - (5) Specifications for quarterly printing of any City desired text on invoices (number of lines, characters per line, etc.).
 - b) Respondent’s plan for school presentations, if any;
 - c) Examples of experience;
 - d) Copies of materials produced for previously implemented programs;
- 5. Other franchise commitments.
 - a) Implementing programs, services and operations:
 - (1) that Respondent proposes to establish in order to *meet* required performance specifications;
 - (2) that Respondent proposes to establish, in addition to contractual requirements, to *exceed* minimum performance specifications (e.g., recyclables beyond those specified, 10% discount for pre-payment for entire year, how to handle additional bags outside of cart)

I. Proposed programs, services and operations to meet performance specifications. Provide the following information:

- 1. Special Services - describe how Respondent will provide these special services:

- a) On-call bulky item and excess solid waste collection;
- b) Cart roll-out or scout services.

2. Emergency Backup Service Plan - Including strikes, lockouts, and other labor disturbances.

J. **Financial Capacity.** Respondent's capacity to fund capital and operating service costs (strength and creditworthiness).

1. **Respondent's financial statements** – provide the 3 most recent fiscal years:

- a) Provide one copy in a sealed envelope, marked "Confidential" (unless Respondent is a publicly-held company) for the entity that submits a proposal and would execute the franchise agreement.
- b) Provide the representation and warranty of Respondent's chief financial officer that there has been no material change in Respondent's finances since the date of the last financial statement.

2. **Financing Plan.** Provide the following information:

- a) Evidence of ability to finance franchise program - Include proposed capital acquisitions, from identified internal funding or external sources (including affiliated companies);
- b) Current financial ratios for Respondent and its guarantor - Include the following ratios calculated from financials described above:
 - (1) EBITDA (earnings before interest, tax, depreciation and amortization)
 - (2) profit margin
 - (3) liquidity (current and quick ratios)
 - (4) capital structure (total liabilities to total assets, working capital, accounts payable) accompanied by the representation and warranty of chief financial officer of Respondent and its guarantor, respectively, as to accuracy of the calculations;
- c) Insurance - Insurance or other financial security Respondent offers in excess of insurance, letter of credit and financial security requirements contained in for the franchise agreement (including endorsements for aggregate limits to apply to the City/franchise services). For each, indicate whether it is provided by an unrelated third party, through self-insurance or through a captive insurer;
- d) Evidence of letter of credit.

- K. **Proposed Cost-substantiated Service Fee.** Demonstrate the following:
1. Reasonableness/Cost justification of proposed service fee that should evidence the reasonableness of the cost assumptions underlying Respondent's service fee proposal.
 2. Because service fees are only one of several evaluative criteria, the City may choose not to award the franchise to the Respondent with the lowest service fee. In addition, the City may award fewer evaluative points to service fees that are not cost-substantiated and therefore increase the risk that the contractor will not be able to fully and timely perform its franchise obligations for the service fee proposed.
- L. **Implemented proposal will attain City's procurement goals.** Describe how and why Respondent believes that its proposal meets the goals of the City as stated in this RFP.

SIGNATURE SHEET

Item: Collection of Solid Waste and Curbside Recycling
City: The City of Medicine Lodge, Kansas

Closing Date: December 7, 2012, 5:00 PM

We submit a proposal to furnish requirements during the contract period in accordance with the specifications. **I hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.**

Addenda: The undersigned acknowledges receipt of the following addenda:

#1(____) #2(____) #3(____) None(____)

Legal Name of Person, Firm or Corporation _____

Toll Free Telephone _____ Local _____ Fax _____

E-Mail _____

Mailing Address _____

City & State _____ Zip Code _____

FEIN Number _____

Signature _____ Date _____

Typed Name of Signature _____ Title _____

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below.

Name _____

Address _____

City & State _____ Zip Code _____

Toll Free Telephone _____ Local _____ Fax _____

E-Mail _____