



## CITY OF LAWRENCE REQUEST FOR PROPOSAL (RFP)

**RFP Number:** R1213

**Purpose of RFP:**

To establish city-wide, single-stream curbside recycling collection service for Single-Family and Multi-Family Dwellings in the City of Lawrence.

**RFP Description:**

To establish city-wide, single-stream curbside recycling collection service Single-Family and Multi-Family Dwellings in the City of Lawrence.

The RFP will include two service solution types:

- (1) Turn-key recycling operations.
- (2) Recyclable material processing and marketing services only.

**Department:**

Public Works Department

**Contacts:**

Kathy Richardson  
City of Lawrence, Waste Reduction and Recycling Division  
(785) 832-3046 (phone), (785) 832-3056 (fax), [krichardson@lawrenceks.org](mailto:krichardson@lawrenceks.org)

**Site Visit Requirements:**

Mandatory Pre-Proposal Meeting: Monday, October 1, 2012 at 9:00 a.m.

**Copy Requirements:**

Please submit an electronic copy of the proposal in PDF format and five hard copies of the proposal (double-sided and recycled content paper preferred).

**Due Date & Time:**

Friday, October 26, 2012 by 5:00 p.m.

**Submit To Address:**

Mail to: City of Lawrence  
Attn: Jonathan Douglass, City Clerk  
City Manager's Office  
PO Box 708  
Lawrence, KS 66044

Hand Deliver: City of Lawrence  
Attn: Jonathan Douglass, City Clerk  
City Hall, fourth floor  
6 East 6<sup>th</sup> Street  
Lawrence, KS 66044

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## **SECTION I PROPOSAL INFORMATION**

### **1.1 Introduction**

On June 12, 2012, the Lawrence City Commission adopted Resolution No. 6976 announcing the intent to consider adoption of an organized recycling collection service as defined by the State of Kansas. An online copy of the resolution is posted on the city's website at <http://lawrenceks.org/documents/Resolutions/Resolutions-6900s/Res6976.pdf>. During the ninety (90) days following the adoption of the resolution, the City of Lawrence developed a plan for establishing an organized recycling collection service. As required by the Organized Collection Service Act, K.S.A. 12-2036, all licensees or other persons operating recyclables collection services in Lawrence as of June 12, 2012 were invited to participate in the planning process. On September 11, 2012, the City Commission received the draft plan for establishing an organized recycling collection service and authorized the release of this Request for Proposals (RFP).

The City of Lawrence, hereinafter referred to as the City, seeks proposals in response to this RFP from companies qualified and experienced in:

- (1) Turn-key recycling operations. Includes collecting recyclables curbside from customers within the designated service area; delivering collected materials to designated processing facility; purchasing, receiving, storing, delivering, and maintaining recycling set-out containers; participating in public education of the recycling program; and providing reports to the City concerning recyclable quantities and participation.
- (2) Recyclable material processing and marketing services only (which would allow municipal collection of recyclables). Includes receiving, sorting, processing, storing, marketing, selling, and transporting of recyclables collected from the City's recycling program; participating in public education of the recycling program; and providing reports to the City concerning recyclable quantities. This specifically excludes collection services.

Proposers may submit multiple, alternate responses to each service solution type. Proposers submitting a turn-key recycling operations proposal who own and operate a material recycling facility must also submit a recyclable material processing and marketing services only proposal (which would allow municipal collection of recyclables).

The City will also prepare and submit a proposal for municipal curbside collection of residential recyclables in Lawrence. The City's proposal will be matched up with a material processing proposal deemed most advantageous to the City, as determined by the selection committee, and then compared to all other turn-key operations proposals.

### **1.2 City Goals**

The City goals are to:

- Increase the amount of material being diverted from the landfill;
- Increase recycling participation rates;

- Ensure a marketable end product from collected recyclables;
- Promote the City’s sustainability goals; and
- Enhance community awareness of recycling.

**1.3 RFP Schedule**

The City intends to proceed using the following schedule. However, the City reserves the right to amend the schedule as it sees fit.

EVENT	DATE
Release of RFP:	September 12, 2012
Notification of Intent Due:	September 26, 2012
Questions from Proposers Due:	September 26, 2012
Mandatory Pre-Proposal Meeting:	October 1, 2012 at 9:00 a.m.
Addenda to the RFP:	any time prior to proposals due date
Proposals Due:	October 26, 2012 by 5:00 p.m.
Conduct Interviews with Selected Proposers:	November 2012

**1.3.01 Release of RFP**

The Lawrence City Commission authorized the release of this RFP at the September 11, 2012 City Commission meeting. The RFP will be posted on [www.DemandStar.com](http://www.DemandStar.com) starting on September 12, 2012. DemandStar subscribers automatically receive notification of items the City is requesting.

**1.3.02 Notification of Intent**

Proposers interested in responding to this RFP shall notify the City in writing (via mail, e-mail or fax) of their interest by submitting Form A-1 “Notification of Intent” by September 26, 2012 to:

Kathy Richardson, Operations Supervisor  
 City of Lawrence Waste Reduction and Recycling Division  
 PO Box 708  
 320 NE Industrial Lane  
 Lawrence, KS 66044  
 (785) 832-3046  
 (785) 832-3056 (fax)  
 Email: [krichardson@lawrenceks.org](mailto:krichardson@lawrenceks.org)

**1.3.03 Questions from Proposers**

Questions, requests for clarification, or requests for information about this RFP or process must be submitted in writing (via mail, email or fax) by September 26, 2012 to:

Kathy Richardson, Operations Supervisor  
City of Lawrence Waste Reduction and Recycling Division  
PO Box 708  
320 NE Industrial Lane  
Lawrence, KS 66044  
(785) 832-3046  
(785) 832-3056 (fax)  
Email: [krichardson@lawrenceks.org](mailto:krichardson@lawrenceks.org)

Answers to all questions submitted by the deadline will be provided at the mandatory Pre-Proposal Meeting on October 1, 2012.

#### **1.3.04 Mandatory Pre-Proposal Meeting**

A Pre-Proposal Meeting will be held on October 1, 2012. Attendance is mandatory. At least one representative from each Proposer must attend. The meeting will begin at 9:00 a.m. in the City Commission Room at City Hall located at 6 East 6<sup>th</sup> Street, Lawrence.

Proposers whose designated representative(s) do not attend the Pre-Proposal Meeting will not be allowed to continue in this RFP process, and their proposals, if submitted, shall be disqualified. If a joint proposal is to be submitted, a representative from each firm with substantial interest must attend the Pre-Proposal Meeting.

#### **1.3.05 Addenda to the RFP**

The City reserves the right to amend or clarify this RFP by addenda. Addenda may be issued at any time prior to proposals due date, October 26, 2012. If such revisions or clarifications are of such a magnitude as to warrant, in the opinion of the City, the postponement of the date for the receipt of proposals, written notification will be issued to the Proposers, announcing the revised date. Addenda will be emailed or faxed to Proposers who notified the City of their intent to submit a proposal (see Section 1.3.02 "Notification of Intent") and attended the mandatory Pre-Proposal Meeting (see Section 1.3.04 "Mandatory Pre-Proposal Meeting"). All addenda issued to this RFP shall become part of the RFP document.

#### **1.3.06 Proposal Submission Requirements**

Proposals will be accepted only from those who notified the City of their intent to submit a proposal (see Section 1.3.02 "Notification of Intent") and attended the mandatory Pre-Proposal Meeting (see Section 1.3.04 "Mandatory Pre-Proposal Meeting"). More than one proposal will be allowed per Proposer. Proposers must submit an electronic copy of their proposal(s) in PDF format and five hard copies (double-sided and recycled content paper preferred) by 5:00 p.m. on October 26, 2012, to:

Mail to: City of Lawrence  
Attn: Jonathan Douglass, City Clerk

Hand Deliver: City of Lawrence  
Attn: Jonathan Douglass, City Clerk

City Manager's Office  
PO Box 708  
Lawrence, KS 66044

City Hall, fourth floor  
6 East 6<sup>th</sup> Street  
Lawrence, KS 66044

A Proposer may withdraw their proposal after it has been submitted to the City, provided written notice is given to the City, and provided such notice of withdrawal is received by the City prior to the proposals submission deadline.

### **1.3.07 Proposer Interviews**

If desired by the City, interviews will be held with selected Proposers in November 2012. Proposers may receive a list of questions prior to the interview. The City reserves the right to ask individual questions of a Proposer and / or general questions of all Proposers. At the interview, Proposers will be asked to respond to questions, and will be given the opportunity to ask the City questions. The City expects that key members of the proposal team will attend the Proposer interviews. Following the interviews, Proposers may be required to submit written responses to selected questions within an agreed upon timeframe.

### **1.4 Proposals Submitted Become Public Record**

All material submitted in response to this RFP will become the property of the City. A copy of each proposal shall be retained for official files and will become a public record after the contract award. These proposals will be open to public inspection.

### **1.5 Proprietary Information**

All material submitted to the City becomes public property and is subject to the Kansas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. Failure to identify proprietary information will result in all unmarked sections being deemed nonproprietary and available upon public request.

An all-inclusive statement that the entire proposal is proprietary is not acceptable. A statement that cost proposals are to be protected is also not acceptable.

### **1.6 Reservation of Rights**

The City reserves the right to:

- Issue an addenda to the RFP, including extending or otherwise revising the timeline for proposal submittals;
- Withdraw the RFP;
- Request clarification and / or additional information from the Proposer at any point in the procurement process;
- Negotiate modifications of proposals submitted;

- Execute a contract or contracts with one or more Proposers, on the sole basis of the original proposal or any additions to proposal submissions;
- Reject any or all proposals, accept or reject all or any part of any proposal, waive any requirements of the RFP as may be deemed to be in the best interest of the City; and
- Reissue the RFP or modify the RFP.

### **1.7 Award of Contract**

The contract, if awarded, will be awarded to the Proposer(s) whose proposal(s) is deemed most advantageous to the City, as determined by the selection committee, upon approval of the City Commission. Acceptance of any proposal(s) will be based upon factors including, but not limited to: cost proposal; experience, financial condition and resources, and management capability; technical feasibility and reliability; and contract proposal.

The initial term of this contract shall be seven (7) years. The City may consider up to two (2) three-year renewals. Contractual changes may be made prior to renewal of contract if agreed to by both parties.

In accordance with the K.S.A 12-2036, the recycling service may not commence until after eighteen (18) months from the adoption of a City ordinance establishing an organized recycling collection service. The start date is estimated to be mid to late 2014.

## **SECTION II MINIMUM SPECIFICATIONS**

### **2.1 Program History / Description**

Comprehensive solid waste management services are provided in the context of a growing university community (University of Kansas and Haskell Indian Nations University), resulting in a highly transient population. The 2011 estimated population of the City of Lawrence is 93,927. The collection and disposal of garbage became a municipal service in 1946. The City continues to provide exclusive trash service for residential and commercial customers. Lawrence has approximately 28,500 customers who pay Single-Family Dwelling rates. In addition, there are 524 Multi-Family Dwelling accounts totaling approximately 5,000 units.

The City of Lawrence Solid Waste Division, which includes the Waste Reduction and Recycling Division, utilizes an Enterprise Fund account for its operations. The City's solid waste services are financed and operated in a manner similar to private business enterprises. The intent of the governing body is that the costs of providing services (collection, disposal, recycling, and technical assistance) to the general public is financed or recovered primarily through user charges.

Lawrence has been active in developing waste reduction and recycling opportunities through a variety of private and public services since the early 1990's. In general, Lawrence used a targeted diversion strategy to develop programs based on volume / weight in the waste stream and toxicity of materials. Lawrence targeted yard trimmings on the residential side and cardboard on the commercial side as major first steps to reducing the overall tons of material put in the landfill each year. Privately owned community drop-off recycling centers have been available in Lawrence since 1993. There are thirteen city-operated recycling drop-off locations for newspaper, cardboard, mixed paper, and / or glass. In addition, there are currently six private companies registered to provide residential curbside recycling services by subscription, for a fee.

In 2010, an estimated 88,484 tons of Municipal Solid Waste (MSW) was generated by Lawrence households and businesses. Of this total, an estimated 54,549 tons was landfilled and 33,935 tons recovered (25,229 tons recycled and 8,706 tons composted). The 2010 Lawrence MSW recycling rate was 38 percent.

Recently the community was engaged in a comprehensive look at solid waste management services in Lawrence, through the Solid Waste Task Force, created in February 2011. The charge of the task force was to:

- Articulate / document the services currently provided through solid waste user fees.
- Articulate issues driving recommendations for service changes.
- Consider solid waste services that may be included in the long-range plan for the Lawrence community (such as, variable rate pricing, curbside recycling, yard trimmings collection, bulky item collection, etc).
- Seek community-wide input in the options for desired solid waste services.

- Develop recommendations for the Lawrence City Commission regarding implementation of services or changes to existing services.
- Propose timelines and educational outreach to achieve recommended service levels.

The final report highlighting the Solid Waste Task Force (SWTF) recommendations was presented to the Lawrence City Commission on February 28, 2012. A copy of the report is posted online at: <http://www.lawrenceks.org/swtf/home>. The report focuses on providing strategic direction to manage the waste stream to place increasing emphasis on waste diversion over time.

The SWTF recommended the goal of 50 percent recycling rate in 2020. To achieve this goal the SWTF recommended implementing a city-wide single-stream residential curbside recycling program if fiscally prudent and sustainable. The task force further recommended evaluating costs and opportunities by soliciting a Request for Proposals (RFP) for single-stream curbside recycling that would have two alternatives, to separately evaluate collection and processing components:

- Turn-key operations: collection and material processing.
- Material processing only (which would allow municipal collection of recyclables).

## **2.2 General Requirements for Turn-key Recycling Operations Service Type**

Turn-key recycling operations includes collecting recyclables curbside from customers within the designated service area; delivering collected materials to designated processing facility; purchasing, receiving, storing, delivering, and maintaining recycling set-out containers; participating in public education of the recycling program; and providing reports to the City concerning recyclable quantities and participation.

### **2.2.01 Collection Vehicle Equipment Requirements**

The Contractor shall be solely responsible for operating and maintaining vehicles and equipment to provide the recycling collection services.

Vehicles shall be designated to accommodate collection of recyclable materials as specified by the Contract. In addition, all collection vehicles used in the performance of the Contract shall be:

- Insured (see Section 2.9 "Insurance");
- Titled, registered and licensed in the State of Kansas;
- Maintained in proper working order;
- Operated within the weight allowed by Kansas Statutes and local ordinances;
- Manufactured and maintained to conform to applicable ANSI standards;
- Secured, preventing any leakage of fluids or littering of material;
- Be as clean, sanitary, and presentable as possible;
- Permanently identified, at a minimum, with the Contractor's name visible on each side of the vehicle; and

- Equipped with a two-way communications device, a first aid kit, an approved fire extinguisher, warning flashers, backing alarms to indicate movement in reverse, and a broom and shovel for cleaning up spills.

The Contractor shall register all equipment to be used in the performance of the Contract with the City on an annual basis. The Contractor shall provide the City with the year, make, and model of chassis and body, registration and license number of each vehicle.

### **2.2.02 Personnel Requirements**

The Contractor shall be solely responsible for all costs and expenses of furnishing labor and equipment to provide the recycling collection services.

The Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in the Contract. The Contractor shall provide one or more route supervisors to oversee the recycling route drivers servicing the City. The route supervisors shall be available to address customer complaints each day. The Contractor shall have on duty Monday through Friday from 8:00 a.m. to 5:00 p.m. a dispatch customer service representative to receive customer calls. The Contractor shall provide a 24-hour answering service line or device to receive customer calls. The Contractor's personnel shall be trained in program operations, safety practices, and customer service to insure that personnel maintain a positive attitude with the public and in the work place. Personnel shall:

- Conduct themselves at all times in a courteous manner and use no abusive or foul language;
- Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the federal, state, and local governing boards;
- Wear appropriate safety clothing / gear and employee identification badge or name tag;
- Drive in a safe and considerate manner;
- Manage recycling bins and containers in a careful manner to avoid spillage and littering or damage;
- Monitor for any spillage and be responsible for cleaning up any litter or breakage; and
- Avoid damage to property.

### **2.2.03 Employee Working Conditions and Contractor's Safety Procedures**

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

#### **2.2.04 Collection Hours and Days**

The City requires all recycling collections to begin no sooner than 7:00 a.m. and shall be complete by 5:00 p.m. The Contractor may request in advance City authorization of exceptions to these time restrictions. The Contractor shall request such exception from the City's Designated Contact Person via telephone or email prior to the requested collection event and specify the date, time and reason for the exception.

#### **2.2.05 Holidays**

The City observes the following nine holidays annually: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. Limited City services operate during some of these holidays (e.g., commercial solid waste collection). During the contract negotiation, the Contractor and the City shall agree on the holiday schedule for recycling collection services and publish a yearly calendar including alternate collection days.

#### **2.2.06 Severe Weather**

Recycling collection services may be suspended due to inclement weather only upon order of the City. The City will notify the Contractor of any directives regarding delay, modification, or suspension of service as soon as a decision is made. If collection is suspended, the Contractor shall, as directed, perform collection on an alternate collection day agreed upon by both the Contractor and the City. The City will notify the media of any suspension of service.

#### **2.2.07 Missed Collections**

The Contractor agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed collection before 5:00 p.m. on the following business day.

The penalty shall be one hundred dollars (\$100) per individual occurrence for missed collections in any program not picked up by 5:00 p.m. the next business day. Either the City or a resident may provide notice by 11:00 a.m. the same scheduled day of the missed collection. The resident shall have stated that their recyclable materials were properly placed at the curb by 7:00 a.m. on collection day.

The penalty shall be five hundred dollars (\$500) per each missed block incident. A missed block is defined as a block where residents from at least three households within two intersections of that block or cul-de-sac report that their recycling bin and material was set out before 7:00 a.m., the material was not picked up the following business day by 5:00 p.m. and the addresses did not appear on the driver's records as unacceptable setouts.

The penalty shall be two thousand dollars (\$2,000) per incident of failure to complete collection on the scheduled collection day when the City did not, or does not retroactively, approve an extension of collection hours.

The penalty shall be three thousand dollars (\$3,000) per occurrence of failure to complete a majority (50% or more) of collections within the collection district on the scheduled collection day without following proper notification procedure.

If City staff approves a delay prior to 5:00 p.m. on the scheduled collection day, the Contractor shall be deemed not liable for damages where the successful proposer's inability to perform recycling collection service is the result of conditions beyond its control such as severe weather, civil disorder, significant road construction, changes in statutes, regulations and ordinances and other acts beyond the control of the successful proposer. When the City and the Contractor have mutually agreed that the Contractor may safely return to the City, the Contractor shall have five (5) days (excluding Saturdays, Sundays, and holidays) to provide such service. In the event of a continuing failure beyond said period, the Contractor shall not be entitled to payment for any residential dwelling unit not serviced. In the event that the City has approved a delay beyond the five (5) days the Contractor will not be assessed penalties as specified above.

### **2.2.08 Complaint Handling**

As part of the administrative services provided by the City, the City will provide staffing of a telephone-equipped office to receive missed collection complaints between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, except holidays. The City will have an answering machine to receive phone calls after hours. The City will keep a log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; and the date and time received.

The City will notify the Contractor of all complaints it receives. The Contractor is responsible for corrective actions and shall answer all complaints courteously and promptly. The Contractor shall notify the City in writing of their response to the complaint and indicate the date and time of response.

### **2.2.09 Publicity, Promotion and Education**

The Contractor shall participate in the City's development of a comprehensive outreach and education program to facilitate the implementation of Single-Family and Multi-Family Dwelling recycling collection services. The City intends to use a multimedia approach to promote the new recycling program.

In addition, the Contractor shall publish and distribute public education targeted to Single-Family Dwellings and to Multi-Family Dwellings. The Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) month before printing and distribution of any such literature.

*Single-Family Dwellings.* In an effort to increase participation and improve compliance with sorting and set-out requirements, the Contractor shall publish and distribute public education that contains the following recycling information:

- Annual calendar of curbside recycling schedule for Single-Family Dwellings;
- List of materials to be included for recycling;
- List of non-targeted materials that cannot be recycled; and
- How to prepare materials for set out.

The Contractor shall create “education tags” to be left by collection crews if any non-targeted material is rejected and left at the curb or alley.

*Multi-Family Dwellings.* At least once per year, the Contractor shall supply each Multi-Family Dwelling owner with a sufficient number of recycling fact sheets and instructions for all units in the building(s).

Proposers are encouraged to specify other public education tools they are willing to provide (e.g., recycling education materials targeted for a specific neighborhood or targeting a specific material type, community group presentations, etc.).

As part of this proposal, Proposers shall provide examples of public education materials they have developed for other municipalities.

### **2.2.10 Weighing of Loads**

The Contractor shall keep accurate records consisting of an approved weight slip with the date, time, collection route, driver’s name, vehicle number, tare weight, gross weight, and net weight for each loaded vehicle that has collected recyclable materials from Lawrence. Collection vehicles shall be weighed after completion of a route or at the end of the day, whichever occurs first. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the City.

### **2.2.11 Recyclable Material Required To Be Transported To Markets**

Upon collection, the Contractor shall deliver the designated recyclables to a Material Recovery Facility, an end-market for sale or reuse, or to an intermediate collection center for later delivery to a Material Recovery Facility or end-market. Recyclables collected shall not be transported to a landfill for disposal.

### **2.2.12 Material Recovery Facilities Must Be Specified**

The Contractor shall assure the City that adequate material processing capacity will be provided for recyclable materials collected in Lawrence. The proposals must clearly specify the location(s) of its recyclables processing facility or Sub-Contractor’s facility where material collected from Lawrence will be delivered and / or processed (see Form A-1 “Proposer’s Statement of Organization”). The Contractor shall provide written notice to

the City at least 60 days in advance of any change in these or subsequent plans for receiving and processing recyclable materials collected in Lawrence.

All proposed services and facilities shall be subject to inspection, approval, and acceptance by the City, both during the procurement process and after the execution of a Contract with the successful Proposer(s).

The City's proposal is exempt from specifying the recyclables processing facility that would accept and process the recyclable materials collected by the City operations. The City's proposal will be matched up with a material processing proposal deemed most advantageous to the City, as determined by the selection committee, and then compared to all other turn-key operations proposals.

### **2.2.13 Estimating Materials Composition as Collected**

The Contractor shall conduct at least one materials composition analysis of the City's recyclable materials each year to estimate the relative amount, by weight, of each recyclable commodity by grade (industry specification) or offer a suitable alternative to a composition analysis. The results of this analysis shall include: (1) percent by weight of each recyclable commodity by grade as collected from the City; (2) relative change compared to the previous year's composition; and (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and route(s) used for sampling. Each year the Contractor shall provide a copy of the materials composition analysis within the annual report due to the City by January 31<sup>st</sup>.

### **2.2.14 Process Residuals**

The Contractor shall provide the City a written description of the means to estimate process residuals derived from the recyclables collected in Lawrence. This written description shall be reviewed / approved by the City and shall be updated by the Contractor immediately after any changes to the processing facilities used by the Contractor.

The quantities of process residuals must be reported to the City in the annual composition analysis as described in Section 2.2.13 "Estimating Materials Composition as Collected".

As part of the response to this RFP, Proposers shall provide:

- Average residual rates from current processing operations; and
- A written description of how to minimize the amount of residuals from the processing of recyclable materials to be collected in Lawrence.

### **2.2.15 Lack of Adequate Market Demand**

In the event that the market for a particular recyclable material ceases to exist, or becomes economically depressed such that it becomes economically unfeasible to continue collection, processing and marketing of that particular recyclable material, the

City and the Contractor shall both agree in writing that it is no longer appropriate to collect such item before collection ceases. The Contractor shall give the City as much notice as possible, in writing, about the indications of such market condition changes. The City and Contractor shall agree on a date in a written contract amendment to cease collection of the recyclable item in question. The Contractor shall assist the City in informing customers of any changes to the types of recyclable materials collected.

### **2.2.16 Records and Reports**

The Contractor shall create, install and maintain an information system to provide storage and ready retrieval of operating data. The Contractor shall prepare and maintain proper, accurate, and complete records and accounts of all transactions related to the recycling collection services provided, including any records that maybe required by the State of Kansas.

At a minimum, the Contractor shall include the following information in the monthly report due to the City by the 15th day of each month:

- Total quantities of recyclable materials collected, by material type in tons (separately report tons collected from Single-Family and Multi-Family Dwellings);
- Net quantities of recyclable materials marketed, by material type in tons;
- Quantities of process residuals disposed in tons;
- Recycling service fee based upon contracted price per dwelling unit;
- Revenue share credits back to the City, if any;
- The number of set-outs per collection day;
- Complaint log noting location, problem, and resolution;
- Log of all resident addresses where “education tags” were left because of non-targeted materials set out for recycling;
- Safety and accident reports; and
- Regulatory inspections.

At a minimum, the Contractor shall include the following information in the annual report due to the City by January 31<sup>st</sup>:

- Total quantities of recyclable materials collected in the City, by material type in tons (separately report tons collected from Single-Family and Multi-Family Dwellings);
- Net quantities of the City’s recyclable materials marketed, by material type in tons;
- Quantities of process residuals disposed in tons;
- Materials composition analysis of the City’s recyclable materials;
- Average participation rates and set-out rates and an explanation of how those rates were calculated;
- Safety and accident reports;
- Regulatory inspections; and
- Recommendations for continuous improvement in the recycling collections services.

## **2.2.17 Annual Performance Review Meeting**

Upon receipt of the Contractor's annual report, the City will schedule an annual meeting with the Contractor. The objectives of this annual meeting will include, but not be limited to, the following:

- Review Contractor's annual report, including trends in recovery rate and participation;
- Review efforts the Contractor has made to expand markets for recyclable materials;
- Review Contractor's performance based on feedback from residents submitted to the City Commission, the City's Sustainability Advisory Board members, and /or City staff;
- Review Contractor's recommendations for continuous improvement in the City's recycling program, including enhanced public education and other opportunities;
- Review City staff recommendations for Contractor's service improvements; and
- Discuss other opportunities for improvement during the remainder of the Contract.

After the annual performance review meeting, the Contractor shall present the annual report information to the City's Sustainability Advisory Board at one of their monthly board meetings.

## **2.2.18 Single-Family Dwelling Recycling Collection Services**

The following collection requirements are for Single-Family Dwelling recycling services only and do not pertain to Multi-Family Dwelling recycling services.

[Note: There are few customers in Lawrence paying Single-Family Dwelling rates who live in neighborhoods serviced by trash dumpsters. There will be some exceptions to the collection requirements listed below in these neighborhoods.]

### **2.2.18.a Point of Collection**

The Single-Family Dwelling collection of recyclable materials in Lawrence will occur mostly curbside, however there are a few alleys that require collection service. A list of addresses with alley collection will be provided to the Contractor during contract negotiations.

During the term of the Contract, there may be times when elderly residents or those with short- or long-term physical limitations are unable to bring their recycling cart to the curb or alley. In those instances, the Contractor shall provide house-side collection service. A list of addresses of residents requiring house-side collection of recyclables will be provided to the Contractor.

### **2.2.18.b Collection Schedule**

Single-Family Dwelling recycling collection services shall be provided on a bi-weekly or weekly basis.

If the Contractor determines that the collection of recyclable materials will not be completed by 5:00 p.m. on a given day, the Contractor shall notify the City by 4:00 p.m. that same day and request an extension of the collection hours. The Contractor shall inform the City's Designated Contact Person via telephone or email of the areas not completed, the reason for non-completion and the expected time of completion.

### **2.2.18.c Responsibility for Providing and Maintaining Recycling Carts**

The Single-Family Dwelling recycling carts shall be purchased, distributed, maintained and stored by the Contractor. Carts shall be:

- At least 65-gallon capacity;
- Equipped with wheels and hinged lids;
- Equipped with standardized labels on the lids identifying the type of recyclable material accepted and items not accepted in the recycling collection service;
- Colored differently from other carts used for trash collection; and
- Repaired or replaced on a reasonable schedule if stolen, broken, or vandalized.

After the initial seven (7) year Contract period, cart ownership shall transition to the City.

### **2.2.18.d Procedure for Handling Non-Targeted Materials**

If the Contractor determines that a resident has set out non-targeted materials, the driver shall use the following procedure:

- Leave the non-targeted materials in the recycling cart and leave an "education tag" indicating acceptable materials and the sorting and set-out requirements; and
- Record the address. The Contractor shall report the address to the City in the monthly report.

### **2.2.19 Multi-Family Dwelling Recycling Collection Services**

The following collection requirements are for Multi-Family Dwelling recycling collection services only and do not pertain to Single-Family Dwelling recycling services.

#### **2.2.19.a Recycling Stations**

Multi-Family Dwelling recycling stations will be specified with agreement of the Multi-Family Dwelling owner on a case-by-case basis. The recycling stations will likely be a cluster of recycling carts and / or recycling dumpsters. The number and location of the recycling stations shall be adequate to be reasonably convenient and accessible to all Multi-Family Dwelling residents. The recycling stations shall be located on the Multi-Family Dwelling premises which permits access to the Multi-Family Dwelling recycling containers for collection purposes but which does not obstruct pedestrian or vehicular traffic and shall comply with the City's zoning and other ordinances.

### **2.2.19.b Service Standards**

Multi-Family Dwelling recycling collection services shall be available on the premises and shall be provided on a regularly scheduled basis of at least once every other week or once per week. The collection schedule and recycling containers' capacity shall provide for regular removal of the recyclables such that there is adequate storage capacity available in the recycling containers to avoid overflowing containers.

During the move in / move out period when leases end and start at Multi-Family Dwellings the Contractor shall increase the frequency of collection service to avoid overflowing containers. This period is the last week in July and first week in August.

### **2.2.19.c Responsibility for Providing and Maintaining Recycling Containers**

Multi-Family Dwelling recycling containers shall be purchased, distributed, maintained and stored by the Contractor. Containers shall be:

- Sufficient in number and size to meet the demands for recycling services created by the occupants;
- Equipped with hinged lids;
- Equipped with standardized labels identifying the type of recyclable material to be deposited in each container;
- Colored differently from other containers used for trash collection;
- Maintained in proper operating condition and reasonably clean and sanitary; and
- Repaired or replaced on a reasonable schedule if stolen or broken.

### **2.2.19.d Annual Report to Multi-Family Dwelling Owners**

The Contractor shall provide an annual report by January 31 of each year to each Multi-Family Dwelling owner. A copy of each report shall also be submitted to the City. The report shall contain, at a minimum, the following information:

- Name of owner and building manager and contact information (mailing address, phone numbers, e-mail address, etc.);
- Street address of the Multi-Family Dwelling served;
- Number of units for each Multi-Family Dwelling;
- Description of collection services made available to occupants, including number of recycling stations, number of recycling containers, location of stations and dates of collection;
- Description of public education tools used to inform occupants of availability of services;
- Total quantities of recyclable materials collected, by material type in tons; and
- Recommendations for future improvements to increase recovery rates.

## **2.3 Municipal Buildings and Public Spaces Recycling Collection**

The City encourages Proposers to submit recycling collection service options that could be provided at City Hall and other municipal buildings, parks, public spaces (e.g., downtown

Lawrence), and community events. Proposers must specify if there would be an additional cost for these services and what that cost would be.

## **2.4 Payment Terms for Turn-key Recycling Operations Service Type**

### **2.4.01 Compensation for Services Based on a Fee per Household**

The City agrees to pay the Contractor for recycling collection services provided to the City as described in the Contractor's proposal, and made part of an executed contract, based on the number of households certified by the City.

By February 1st of each year the City will review the number of certified Single-Family and Multi-Family Dwellings and notify the Contractor of any changes. Contractor shall submit itemized bills for recycling collection services provided to the City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

The Contractor shall submit the monthly documentation and reports as detailed in Section 2.2.16 "Records and Reports" with the monthly bill. Payment to the Contractor will not be released unless the required information is included in the monthly bill or submitted separately according to the deadlines as specified in Section 2.2.16 "Records and Reports".

The Contractor shall cooperate with the City in a timely manner to resolve questions or issues related to bills.

### **2.4.02 Revenue Sharing**

If a Proposer elects to participate in revenue sharing with the City, their proposal shall state so explicitly. The Proposer shall describe the proposed revenue sharing for commodities and corresponding pricing formulae in their proposal.

If the final contract negotiated includes revenue sharing, the Contractor shall, on a monthly or quarterly basis, rebate an amount to the City based on a mutually agreed upon formula.

At no time shall the City's total net revenue share be less than zero (\$0). In other words, the City shall not pay the Contractor for a "negative" revenue share due to poor markets. If there is a "negative" revenue share, the City shall only pay processing costs for the tons collected. The City understands that net revenues may equal zero at times due to poor markets; however, the City shall not pay the Contractor any costs above and beyond processing costs.

### **2.4.03 Price Adjustment**

The price per household per month for 2014 will be set in accordance with the per household price proposed on Form B-1 "Pricing Worksheet" (Attachment B). Proposers shall provide the price per gallon of fuel on which their proposal is based on.

After the first year, in recognition of the potential for fluctuation of the Contractor's cost, one price adjustment (increase or decrease) per year may be requested by either the City or the Contractor. Proposers shall specify clearly by including all details and information how they will calculate price adjustments during the Contract term if they are selected as the Contractor.

## **2.5 General Requirements for Recyclable Material Processing Service Type**

Recyclable material processing and marketing services only (which would allow municipal collection of recyclables) includes receiving, sorting, processing, storing, marketing, selling, and transporting of recyclables collected from the City's recycling program; participating in public education of the recycling program; and providing reports to the City concerning recyclable quantities. This specifically excludes collection services.

### **2.5.01 Recycling Commodities**

Under the City's proposed single-stream recycling program, City crews will collect the targeted recyclable materials listed below that must be processed, marketed, and sold.

The targeted recyclable materials are: newsprint (newspaper and advertising supplements); mixed paper (magazines, junk mail, paperboard and telephone directories); sorted office paper (white ledger, copier paper and office stationary); old corrugated containers (boxes with unbleached and unwaxed); tin, steel and bimetal containers (food, beverage, nonfood and aerosol cans made of mixed metal, such as tinc and steel); aluminum cans (beverage cans made of aluminum); and plastics (plastic bottles, containers and packages made from various resins including PETE, HDPE, PVC, LDHE, PP, PS and other plastics, codes #1 through #7. The City may also collect glass (glass containers, bottle and jars).

On a semi-annual basis, the Contractor shall conduct audits to determine the contamination rate, estimated tonnages and percentages of each recycling commodity for the City's recyclable materials delivered to the processing facility. A representative of the City may be present during the audits. These audits will be performed at no additional charge to the City as part of the Contract.

In addition, the City expects the Proposer to provide feedback as needed to the City regarding contamination including the general types of contamination found.

The City reserves the right to add or delete recycling commodities at any time during the term of the Contract and any extensions. Modifications may be made by the City to the recycling program for the purpose of optimizing operational efficiencies, increasing the quantities of recyclable material collected, and for any other beneficial or economical reason(s).

## **2.5.02 City Collection Schedule**

The Contractor shall perform the services specified under the contract in a manner that accommodates the City's recycling collection and holiday collection schedules. The City's proposed recycling collection program will operate Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. Hours, days and dates of collection are subject to change and the Proposer is responsible for adapting to any changes to the City's collection schedule.

On certain collection holidays, City crews shall not deliver recyclable materials to the Material Recovery Facility. The City will provide the Contractor with an updated Holiday Collection Schedule on an annual basis.

If bad weather or natural disasters prevent the City collection crews from working on their normally scheduled work days, the Contractor shall be required to perform the services specified in the Contract on whatever days or portion of days the City collection crews work in order to make up for days or portions of days missed because of bad weather or natural disasters. In the event that the City collection crews are prevented from starting their work or forced to stop their work before completion on a normally scheduled work day due to bad weather or natural disaster, the City will notify the Contractor of the work stoppage and communicate the City's initial anticipated plan to return to a normal work schedule. Any changes to this plan will also be communicated to the Contractor. Once the reason for the work stoppage has passed, the City will notify the Contractor the collection crews are returning to work.

## **2.5.03 Publicity, Promotion and Education**

The Contractor shall provide critical insight into education programs by identifying and providing feedback on common contamination problems and by giving technical input on specific materials to target for recovery. The Contractor shall also provide specific items, such as funding, literature, or promotional items, to support public education programs. The city has the right to review and approve all contractor-provided materials before these are distributed. In addition, the Contractor may be requested to make public appearances and participate in public service announcements.

## **2.5.04 Records and Reports**

The Contractor shall provide monthly reports due to the City by the last day of each month. The following information shall be included in the report:

- Date, truck number, scale ticket number, and net weight for all incoming loads per day;
- Monthly total tonnage by type of recycling commodity received for processing;
- Monthly totals of tons of residuals (by weight) processed;
- Revenue received for materials sold;
- Any rebates or revenue share due to the City;
- Processing payment due the Contractor;

- Record of rejected loads;
- Educational and promotional activities conducted;
- Equipment added or removed to the system;
- Complaints, accidents, incidents, or downtime that occurred; and
- Proof of transfer of materials to end markets.

### **2.5.05 Marketing**

The Contractor shall provide copies of current marketing agreements and / or contracts for all materials, for primary and secondary markets for each commodity within 30 days of the execution of the Contract. As such agreements change, expire and are renegotiated current and revised copies of all agreements shall be provided to the City.

The Contractor is responsible for selling all recyclable materials to recycling vendors or manufacturers that reuse materials into other products. The Contractor is expected to disclose all the information pertaining to those companies that buy material.

It is the sole responsibility of the Contractor to deliver all materials to an end market or intermediate collection center for later delivery to an end market.

### **2.5.06 Loads Rejected**

The Contractor shall immediately notify the City's Contract Manager if a load received from one of the City's collection vehicles appears to have a non-recyclable contamination rate higher than 30 percent. The City reserves the right to have a representative inspect the load for contamination. If the City is unable to send a representative to inspect the load, photos shall be provided to the City via email showing overall load, contaminants and truck number of the load within 2 hours of the occurrence.

## **2.6 Payment Terms for Recyclable Material Processing Service Type**

The Contractor shall submit itemized bills for processing fees administered on a per-ton basis, if any, to the City on a monthly basis. The Contractor shall provide adequate detail on cost so that the City may review and approve. The City reserves the right to request and receive additional detail when needed. Bills submitted shall be paid in the same manner as other claims made to the City.

The Contractor shall submit the monthly documentation and reports as detailed in Section 2.5.04 "Records and Reports" with the monthly bill. Payment to the Contractor will not be released unless the required information is included in the monthly bill or submitted separately according to the deadlines as specified in Section 2.5.04 "Records and Reports".

The Contractor shall cooperate with the City in a timely manner to resolve questions or issues related to bills.

### **2.6.01 Price Schedule**

The City requires the Proposer to complete the recyclable material processing and marketing services proposal section on Form B-1 "Pricing Worksheet" (Attachment B) in response to this RFP. Additional information regarding pricing schedule may be submitted.

### **2.6.02 Revenue Sharing**

The Proposer and the City shall share the revenues from the sale of all recyclable materials processed at the facility. The Proposer shall describe the proposed revenue sharing for commodities and corresponding pricing formulae in their proposal. The Contractor shall, on a monthly or quarterly basis, rebate an amount to the City based on a mutually agreed upon formula.

### **2.7 Performance Monitoring**

The City will monitor the performance of the Contractor against goals and performance standards required within the Contract. Substandard performance as determined by the City will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within 30 days after being notified by the City, in writing, the City will initiate the Contract termination procedures.

### **2.8 Term of Contract**

The initial term of this contract shall be seven (7) years. The City may consider up to two (2) three-year renewals. Contractual changes may be made prior to renewal of contract if agreed to by both parties.

In accordance with K.S.A. 12-2036, the recycling service may not commence until after eighteen (18) months from the adoption of a City ordinance establishing an organized recycling collection service. The start date is estimated to be mid to late 2014.

### **2.9 Insurance**

Contractor shall secure and maintain, throughout the duration of this contract, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms approved by the City. Should any of the below described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

#### **2.9.01 Notice of Claim Reduction of Policy Limits**

Contractor, upon receipt of notice of any claim in connection with the contract, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

General Liability:

General Aggregate: \$500,000  
Personal & Advertising Injury: \$500,000  
Each Occurrence: \$500,000

**Policy must include the following:**

- i) Broad Form Contractual/Contractually Assumed Liability
- ii) Independent Contractors

**Name City of Lawrence, Kansas as "Additional Insured".**

Automobile Liability: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either:

- i) Any Auto
- OR**
- ii) All Owned Autos (if any); Hired Autos; and Non-Owned Autos.

**Limits**

Each Accident, Combined Single Limits  
Bodily Injury and Property Damage: \$500,000.00

**Name City of Lawrence, Kansas as "Additional Insured".**

Workers' Compensation and Employer's Liability : This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason may not fall within the provisions of a workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory Employer's Liability:

Bodily Injury by Accident \$155,000 each accident  
Bodily Injury by Disease \$500,000 policy limit  
Bodily Injury by Disease \$155,000 each employee

**If Contractor has no employees, a waiver form provided by the City must be executed.**

Industry Ratings: The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
- 2) Carries a Best's policyholder rating of A- or better;

**AND**

- 3) Carries at least a Class VIII financial rating.

**OR**

Is a company mutually agreed upon by the City and Contractor.  
Certification of insurance coverage shall be on the City's standard Certificate of Insurance form or on forms acceptable to the City.

## **2.10 Other Legal Requirements**

Once contract negotiations begin with the selected Proposer(s), the City will provide draft Contract language to address the following legal requirements and other legal requirements.

### **2.10.01 Performance Bond**

The Contractor shall provide a Performance Bond in an amount equal to 25% of the annual Contract amount within 14 calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Kansas, and shall meet any other requirements established by law or by the City pursuant to applicable law.

The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

### **2.10.02 General Compliance**

The Contractor shall conduct its operations under the Contract in compliance with all applicable Federal, state and local laws and regulations.

### **2.10.03 Indemnification**

The Contractor shall hold the City, its agents, officials, and employees free and harmless and shall indemnify the City from loss from each and every suit, liability, expense, damage or claim, or demand of whatever nature, made on behalf of or by any person or persons, for any negligence, misconduct, or omission on the part of the Contractor, its employees, agents, and officials. The City shall hold the Contractor, its agents, officials, and employees free and harmless, and shall indemnify Contractor from loss from each and

every suit, liability, expense, damage or claim, or demand of whatever nature, made on behalf of or by any person or persons, for any negligence, misconduct, or omission on the part of the City, its employees, agents, and officials. Neither party shall be liable to the other for indirect, incidental, consequential or special damages, including loss of use or profits.

#### **2.10.04 Contract Termination**

The Contract may be terminated by either party with just cause for default by providing thirty (30) days written notice to the other party providing the default has not been corrected within the thirty (30) days. For purposes of notification, delivery of the notification shall be through the United State Postal Service, certified mail. The City shall have the authority to terminate the Contract for its convenience upon providing the Contractor with one hundred and eighty (180) days notice.

#### **2.10.05 Compliance with Equal Opportunity Laws, Regulations and Rules**

See Section V “Equal Opportunity Agreement”.

#### **2.10.06 Independent Contractor**

Nothing contained herein shall be construed as creating an employer-employee relationship, a partnership, or a joint venture between the City and the Contractor.

#### **2.10.07 Kansas Cash Basis Law**

The Contract must comply with the applicable provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* The City is obligated only to make payments under the Contract as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in the Contract during the City’s current budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under the Contract. To the extent that the City does so budget and appropriate funds for the purposes set forth in the Contract, the obligations of the parties shall remain as provided herein.

#### **2.10.08 Conflict of Interest**

Contractor shall immediately inform the City, if any conflict of interest or potential conflict of interest should arise in the future.

### **SECTION III PROPOSAL CONTENT**

Qualified proposals must include all of the elements referenced in this RFP.

Proposers must submit an electronic copy of their proposal in PDF format and five hard copies (double-sided and recycled content paper preferred) by 5:00 p.m. on October 26, 2012. See Section 1.3.06 "Proposal Submission Requirements".

Proposers shall submit the following information in response to this RFP:

- Cover letter, signed by an officer of your company, indicating that the response is valid for 90 days and that the officer is legally able to contractually bind your company. The cover letter should summarize your proposal's key points.
- Copy of the completed Form A-1 "Notification of Intent" (Attachment A) which was submitted to the City by September 26, 2012.
- Copy of the complete Form B-1 "Pricing Worksheet" (Attachment B).
- List the names of key personnel, titles, roles, locations, phone numbers, and e-mail addresses of each member of the team that will be designated to work on this project. Indicate which person and position will serve as the day-to-day contact for the City. Provide brief resumes of the listed person(s) including education, work experience, and technical qualifications.
- Information describing your firm's financial condition. Included in such description, where applicable, the credit rating of your firm's parent entity or related subsidiaries that would provide services under this RFP.
- Description of any relevant changes in your firm within the past year or anticipated changes that may affect your capability to perform the services being requested.
- Statement as to any claims, suits, or litigation in the past five (5) years and the current status or resolution of that litigation.
- List of regulatory actions "Orders, Notices or Citations" of any and all environmental or safety law-related orders, notices, or citations received during the past three (3) years by your firm or Sub-Contractor.
- Three (3) customer references of public agencies presently being served by your company with similar services to those being requested by the City. Include name and address of the public agency and their principal contact person name and phone number.
- Narrative and all relevant requested documentation sufficient to demonstrate your company's ability to perform all elements detailed in this RFP.
- Description of your company's safety management practices and in specific, the safety measures followed in your collection operations and / or your processing facility operations.

Proposer acknowledges that exceptions to any portion of this RFP including terms and conditions may jeopardize acceptance of the proposal. The Proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the proposal. The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the solicitation.

### 3.1 Scope of Work

The scope of work will address how the recycling collection service will be implemented and operated. This section is intended to set forth guidelines for Proposers to follow in preparing submissions and to create parameters to be used in comparing proposals. Proposers are encouraged to provide the most robust and complete proposal feasible.

The RFP will include two service solution types:

- Turn-key recycling operations.
- Recyclable material processing and marketing services only.

Proposers may submit multiple, alternate responses to each service solution type.

#### 3.1.01 Turn-key Recycling Operations Service Type

Recycling collection services for Single-Family Dwellings:

- *Customers to be served.* All residents living in Single-Family Dwellings. There is an estimated 28,500 Single-Family Dwelling customers within the City of Lawrence limits.
- *Identification of recyclable materials to be collected.* The targeted recyclable materials for collection are: newsprint (newspaper and advertising supplements); mixed paper (magazines, junk mail, paperboard and telephone directories); sorted office paper (white ledger, copier paper and office stationary); old corrugated containers (boxes with unbleached and unwaxed); tin, steel and bimetal containers (food, beverage, nonfood and aerosol cans made of mixed metal, such as tins and steel); aluminum cans (beverage cans made of aluminum); and plastics (plastic bottles, containers and packages made from various resins including PETE, HDPE, PVC, LDHE, PP, PS and other plastics, codes #1 through #7. The Contractor may also collect glass (glass containers, bottle and jars).
- *Description of the method for collection of recyclable materials.* Each Single-Family Dwelling customer shall receive one recycling cart for collection service. Single stream collection of the targeted recyclable materials is preferred. The Proposer may also submit pricing for dual-stream collection.
- *Frequency of service.* The recyclable materials collection frequency of service is preferred to be once every-other-week from Single-Family Dwellings, but the Proposer must submit pricing for both every-other-week and once-per-week collection services.
- *Responsibility for providing and maintaining recycling containers.* The Contractor shall purchase, distribute, maintain, and store the recycling carts. See Section 2.2.18c "Responsibility for Providing and Maintaining Recycling Carts".

Recycling collection services for Multi-Family Dwellings:

- *Customers to be served.* All residents living in Multi-Family Dwellings. There is an estimated 524 Multi-Family Dwelling accounts totaling approximately 5,000 units. Mandatory pay, voluntary participation.
- *Identification of recyclable materials to be collected.* Same as targeted recyclable materials specified for Single-Family Dwellings.
- *Description of the method for collection of recyclable materials.* Each Multi-Family Dwelling customer shall have access to recycling carts and / or recycling dumpsters on the premises for collection service. Single stream collection of the targeted recyclable materials is preferred. The Proposer may also submit pricing for dual-stream collection.
- *Frequency of service.* The Multi-Family Dwelling recycling collection services shall be provided on a regularly scheduled basis of at least once every-other-week or once-per-week. The collection schedule and recycling containers' capacity shall provide for regular removal of the recyclables such that there is adequate storage capacity available in the recycling containers to avoid overflowing containers.
- *Responsibility for providing and maintaining recycling containers.* The Contractor shall purchase, distribute, maintain, and store the recycling containers. See Section 2.2.19c "Responsibility for Providing and Maintaining Recycling Containers".

Recycling collection services for both Single-Family Dwellings and Multi-Family Dwellings:

See SECTION II "MINIMUM SPECIFICATIONS" for requirements of the following:

- *Public education.* Section 2.2.09 "Publicity, Promotion and Education".
- *Performance standards.* Section 2.2.07 "Missed Collections". Section 2.2.08 "Compliant Handling". Section 2.2.17 "Annual Performance Review Meeting". Section 2.7 "Performance Monitoring".
- *Reporting and recordkeeping.* Section 2.2.16 "Records and Reports".
- *Location of processing facility to which the material will be delivered.* Section 2.2.12 "Material Recovery Facilities Must Be Specified".
- *Cost of service and payment for materials, if applicable.* Section 2.4 "Payment Terms for Turn-key Recycling Operations Service Type".
- *Insurance requirements.* Section 2.9 "Insurance".

- *Other Legal Requirements.* Section 2.10 “Other Legal Requirements”.

The City will be responsible for the following activities or roles under this service type:

- Administrative services including billing customers, receiving customer complaints and updating customer counts annually;
- Determining frequency of collection and materials to be collected;
- Approving route changes;
- Suspending collection due to inclement weather;
- Preparing appropriate public education materials in coordination with the Contractor;
- Reviewing data provided regarding consistent contamination and participating in the resolution; and
- Receiving and reviewing monthly reports prepared by the Contractor.

### **3.1.02 Recyclable Material Processing Service Type**

Recyclable material processing including receiving, sorting, processing, storing, marketing, selling, and transporting of recyclables collected from the City’s recycling programs. This specifically excludes collection services.

- *Materials to be accepted at the facility.* The targeted recyclable materials for collection are: newsprint (newspaper and advertising supplements); mixed paper (magazines, junk mail, paperboard and telephone directories); sorted office paper (white ledger, copier paper and office stationary); old corrugated containers (boxes with unbleached and unwaxed); tin, steel and bimetal containers (food, beverage, nonfood and aerosol cans made of mixed metal, such as tine and steel); aluminum cans (beverage cans made of aluminum); and plastics (plastic bottles, containers and packages made from various resins including PETE, HDPE, PVC, LDHE, PP, PS and other plastics, codes #1 through #7. The Contractor may also collect glass (glass containers, bottle and jars).
- *Description of acceptance of commingled recyclable materials.* Accepting the targeted recyclable materials commingled as a single stream is preferred.
- *Public education.* Section 2.5.03 “Publicity, Promotion and Education”.
- *Performance standards for processing and marketing.* Section 2.5.05 “Marketing”. Section 2.7 “Performance Monitoring”.
- *Reporting and recordkeeping.* Section 2.5.04 “Records and Reports”.
- *Cost of processing materials and payment for materials.* Section 2.6 “Payment Terms for Recyclable Material Processing Services Type”.
- *Insurance requirements.* Section 2.9 “Insurance”.

- *Other Legal Requirements.* Section 2.10 “Other Legal Requirements”.

The City will be responsible for the following activities or roles under this service type:

- Collecting targeted recyclable materials from customers within the City of Lawrence limits;
- Delivering collected materials to the Contractor’s designated processing facility;
- Purchasing, receiving, storing, delivering, and maintaining recycling containers;
- Administrative services including billing customers, receiving customer complaints and updating customer counts annually;
- Preparing appropriate public education materials in coordination with the Contractor; and
- Receiving and reviewing monthly reports prepared by the Contractor.

## **SECTION IV EVALUATION CRITERIA**

### Evaluation Process

Negotiations with select vendors may be requested. Recommendations and agreed upon contract are submitted to the City Manager and City Commission. Upon approval, consent to proceed will be forwarded to the successful vendor.

### Evaluation Criteria

The proposals will be reviewed on the basis of cost proposal; experience, financial condition and resources, and management capability; technical feasibility and reliability; and contract proposal.

#### **SAMPLE EVALUATION SHEET**

##### **Cost Proposal**

The cost criteria to be used to evaluate each proposal include, but are not necessarily limited to the following:

- Competitiveness of the collection cost per household relative to other proposals over the life of the contract.
- Impact of the proposer's use of the percent adjustment factors over the contract term.
- If applicable, the proposed revenue sharing with the City from the sale of recyclable materials.

##### **Experience, Financial Condition and Resources, and Management Capability**

The experience criteria to be used to evaluate each proposal include, but are not necessarily limited to the following:

- Demonstrated successful experience (including that of key staff) establishing working relationships with public agencies.
- Demonstrated successful operations of similar materials collection system(s).
- Techniques and controls for project management, such as: reporting samples provided, payment, and monitoring responsibilities.
- Willingness to consider innovative techniques to increase efficiency, minimize contamination, and maximize diversion and materials revenue.
- Demonstrated capability to provide a performance bond.
- Successful performance of past contract obligations.

##### **Technical Feasibility and Reliability**

The technical criteria to be used to evaluate each proposal include, but are not

necessarily limited to the following:

- Routing scheduling.
- Proven reliability of collection vehicles.
- Capability of equipment and personnel assigned.
- Quality of recycling containers and plan for container management.

**Contract Proposal**

The contract proposal criteria to be used to evaluate each proposal include, but are not necessarily limited to the following:

- Completeness of proposal response to all RFP sections.
- Identification / recognition of critical or unique issues specific to the contract.
- Proposed public education tools and services offered beyond RFP requirements.

## **SECTION V EQUAL OPPORTUNITY AGREEMENT**

Contractor agrees that:

1. Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, sex, religion, color, disability, national origin ancestry, age, sexual orientation, or gender identity;
2. In all solicitations or advertisements for employees, Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
3. If Contractor fails to comply with the manner in which Contractor reports to the Commission in accordance with the provision of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
4. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
5. Contractor shall include the provisions of paragraphs (1) through (4) above in every sub-contract so that such provisions will be binding upon such sub-contractors; and
6. Contractor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) as well as all federal, state, and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

## **SECTION VI ATTACHMENTS**

Attachment A. Form A-1 "Notification of Intent"  
Attachment B. Form B-1 "Pricing Worksheet".

# Form A-1 Notification of Intent

1. Full Name of Business (Proposer):

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2. Local Business Address:

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3. Local Business Phone Number:

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4. Local Contact Person(s):

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5. Local Contact Email Address:

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6. Form of Business (Corporation, Partnership, Joint Venture, Other):

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7. If a corporation, in what state incorporated: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_

Month

Day

Year

8. If a Joint Venture or Partnership, date of Agreement: \_\_\_\_\_

9. Provide names of authorized representative(s) of the proposer who has legal authority to bind the proposer in contractual obligations:

Name

Address

Title

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10. List of all subcontractors participating in this proposal:

Name

Address

Area of Responsibility

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## FORM A-1 (Cont.)

11. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities.

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12. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the firms and relationships.

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13. Where will the proposer deliver the City's recyclable materials for processing? Please provide the name and address of the MRF and indicate if proposer owns this MRF.

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If the MRF is not owned by the proposer, does the proposer have an agreement with the MRF for processing recyclable materials?

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# Form B-1 Pricing Worksheet

Full Name of Business (Proposer): \_\_\_\_\_

<b>TURN-KEY RECYCLING OPERATIONS PROPOSAL</b> Single-Stream (Every-Other-Week) Recycling Collection	
Proposed price per household:	\$ ____ per household per month for 2014
Proposed revenue sharing, if any:	(description)
Price per gallon for fuel on which this proposal is based on:	\$ ____

<b>TURN-KEY RECYCLING OPERATIONS PROPOSAL</b> Single-Stream (Weekly) Recycling Collection	
Proposed price per household:	\$ ____ per household per month for 2014
Proposed revenue sharing, if any:	(description)
Price per gallon for fuel on which this proposal is based on:	\$ ____

<b>RECYCLABLE MATERIAL PROCESSING &amp; MARKETING SERVICES PROPOSAL</b> Single-Stream Recyclable Material	
Proposed price per ton:	\$ ____ per ton of single-stream recyclable material for 2014
Proposed revenue sharing:	(description)