



City of Overland Park, Kansas

Request For Proposals
for a

***Solid Waste and Recycling Provider
for City Facilities***

Proposals Due by: 5:00 p.m. Central on Friday, January 13th, 2023

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1) Introduction

The City of Overland Park, Kansas (the “City”) intends to retain the services of a Solid Waste and Recycling Contractor (“Contractor”) to collect trash and recycling from all City facilities outlined in Appendix A (“Facility Listing”). The City anticipates entering into a Contract Agreement (“Agreement”) with the successful respondent to service the Facilities.

This Request for Proposals (“RFP”) represents a publicly advertised and competitively awarded solicitation by the City. The City will select one or more Contractor(s) that provides the most advantageous proposal to the City and best demonstrates the ability to provide services set forth herein.

2) Deadline for Proposals

Sealed proposals will be received by the City until **5:00 p.m. Central Time on January 13, 2023**. Any proposal received after the designated deadline will not be accepted. Each Proposal must be enclosed in a sealed envelope plainly marked "Proposal For Collection of Solid Waste and Recyclables from City Facilities". The envelope shall be addressed to:

CITY OF OVERLAND PARK, KANSAS
Attention: City Clerk, Solid Waste and Recycling Provider at City Facilities RFP Response
8500 Santa Fe Drive
Overland Park, Kansas 66212

3) City Prerogatives

The City reserves the right to accept or reject any and all Proposals and to waive any technicalities or irregularities therein. The City reserves the right to award a contract for all or a portion of the services set forth herein to one or more Bidders. No submitted Proposal may be withdrawn for a period of thirty (30) days from the date and time set for the opening thereof.

4) Inquiries, Questions and Clarifications

Inquiries, questions and requests for clarifications are to be directed to the following:

Kaitlyn Mura, Management Intern
City of Overland Park, Kansas
8500 Santa Fe
Overland Park, KS 66212
Email: kaitlyn.mura@opkansas.org

Any clarifications made in response to questions received which could affect a contractor’s response to this RFP will be provided as an addendum to this RFP and posted on the City’s website.

The last time and date for submitting questions is **5:00 p.m. Central Time on January 3, 2023**, in order to provide adequate time to make proposal changes, if necessary. Answers to submitted questions will be posted on **January 6, 2023** on the City's website. Only non-proprietary and global questions can be addressed.

5) Definitions

Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents, it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1. "Agreement" shall mean the agreement with a Contractor resulting from award of all or part of the services contained in this RFP.
2. "Bid" shall mean the response to this RFP from Bidder (***Note:** the City reserves the right to reject any and all bids).
3. "Bidder" shall mean any individual, partnership, corporation, association or other entity submitting a Bid pursuant to this RFP.
4. "Change Order" is a written order issued after the Contract is executed by which the City and Contractor agree to additional items of work, to modify the Contract Time, or to change the character and scope of Work. Change Orders must be signed by the City and Contractor to be binding.
5. "City" shall mean the City of Overland Park, Kansas.
6. "Contract Price" shall be the amount identified in the Agreement as the amount due Contractor per collection as per the Agreement. The per collection price shall be deemed to include Contractor's overhead and profit.
7. "Contractor" shall mean the entity entering into the Agreement for the performance of the Work, together with its duly authorized agents or legal representatives.
8. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient, or not in conformity with the Contract Documents.
9. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor. For this purpose, delivery shall be accomplished by either hand delivery to Contractor or placing a copy in the mail, first class,

postage prepaid.

10. "Hazardous Wastes" shall refer to those materials which are flammable, explosive/reactive, corrosive/caustic, toxic/poisonous, radioactive, or biologically active.
11. "Notice of Award" shall mean the written notice by the City to the apparent successful Bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Contract.
12. "RFP" shall mean this Request for Proposal.
13. "White Goods" shall mean household appliances which shall include without being limited to: refrigerators, freezers, washing machines, and clothes dryers.
14. "The Work" shall mean the work to be done necessary to complete the collections set forth in this RFP, and includes all labor, equipment, transportation, disposal, and recycling services necessary to complete the collections in accordance with the terms and conditions set forth in this RFP.
15. Whenever any statement is made in the RFP containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
16. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the City.

6) Proposal Requirements

6.1 Pricing

Included in the RFP response shall be Appendix A including the cost for the following collection categories. Appendix A includes a schedule of facilities and collection frequency. Please include pricing for frequency per week, if applicable. Please provide a completed copy of Appendix B (Cost for Service) as a part of the RFP response to this Requirement (6.1).

- A. Dollars per 2-yard rear load waste collection
- B. Dollars per 4-yard front load waste collection
- C. Dollars per 6-yard front load waste collection
- D. Dollars per 8-yard front load waste collection
- E. Dollars per roll of waste container service, plus dollars per ton of material collected
- F. Dollars per 2-yard rear load recyclables collection
- G. Dollars per 4-yard front load recyclables collection

- H. Dollars per 6-yard front load recyclables collection
- I. Dollars per 8-yard front load recyclables collection
- Option 1
- J. Dollars per roll off recyclables container service
- Option 2
- K. Recycling Center- please note that pick ups for this facility occur on an on demand basis and can be as frequent as daily.
 - a. Dollars per 40 cubic yards corrugated cardboard recyclable collection (3 dumpsters)
 - b. Dollars per 40 cubic yards mixed paper & paperboard recyclable collection
 - c. Dollars per 40 cubic yards plastic food & beverage containers (no film, bags, or foam) recyclable collection (2 dumpsters)
 - d. Dollars per 40 cubic yards office paper and magazine divided container recyclable collection
 - e. Dollars per 40 cubic yards newspaper recyclable collection

6.2 Annual Cost Changes

Included in the response shall be an outline of future service cost increases. At minimum, a cap for the percentage of yearly cost increase must be provided.

6.3 Disposal Information

Bidders shall include information on both the planned disposal site for collected waste materials and the recycling plan for collected recyclables.

6.4 Experience and Prior Performance

The City will not award a Contract to any Contractor who, as determined by the City, has unsatisfactory performance or experience. Each party must submit as part of its Proposal, a written statement covering the following points:

- Each Bidder shall have a single point of contact (POC). Provide name and contact information for all POC's.
- Information regarding response times for service requests.
- Three references from organizations that have contracted Services with the Bidder. The information provided shall include the name of the individual representing the firm or organization and contact information.

7) General Conditions

7.1 Contract Documents/Contract for Collection of Waste and Recyclables from City Facilities

The Contractor will be required to enter into an Agreement with the City for the Work in a form approved by the City containing the terms and conditions set forth in this RFP.

The Contract shall not create any contractual relationship of any kind between the City and any subcontractor or remote tier subcontractor.

All time limits stated in this RFP are of the essence of the Agreement.

7.2 Defects in the RFP

If Bidder has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, discrepancies or inconsistencies (hereinafter "defects") appear in this RFP or any addenda issued pursuant thereto, Bidder shall notify the City's representative in writing of such defects. Bidder will not be permitted to take advantage of any such defect.

7.3 Proposal

Bidder acknowledges and agrees that the unit prices shown in the Proposal contemplate the completion of Work in conformance with this RFP.

7.4 Scope, Nature, and Intent of Plans and Specifications

Contractor is to provide rear load, front load, and roll off waste containers in appropriate sizes and numbers to adequately service the locations listed in Appendix A.

Contractor is to establish a schedule to collect waste and recyclables from the specified City facilities listed in Appendix A which results from the operation of said facilities on a specified frequency. Waste collected is to be recycled or disposed of in a manner approved by the State of Kansas in which the materials are ultimately disposed. Materials collected from marked recycling containers are to be recycled to the extent possible.

7.5 Collection Locations and Frequency

Contractor is to empty containers at locations shown in Appendix A on the frequency shown in Appendix A. Changes to collection frequency must be approved in writing by the City.

7.6 Required Permits

- A. All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.
- B. Contractor shall give all notices required by and all Work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, codes and rules and regulations bearing on the conduct of the Work.

7.7 General Administration of the Contract

- A. Unless otherwise stipulated, Contractor shall provide and initially pay for all Work (including labor, transportation, equipment and appliances) necessary in producing the results called for by the Agreement.

- B. Contractor shall be solely responsible for and have complete control and charge of the means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. The City shall not be responsible for nor have control or charge over the acts or omissions of Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

7.8 Contractors Employees

- A. Contractor shall at all times enforce strict discipline and good order among its employees and agents, and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.
- B. Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.

7.9 Superintendence and Supervision

Contractor shall provide all necessary supervision to the Work using its best skill, care, judgment, and attention.

7.10 Work Stoppages

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site.

7.11 Indemnity

A. Definitions

For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:

1. "Contractor" means and includes Contractor, all of its employees, agents and assigns, all of its affiliates and subsidiaries, and its subcontractors and/or assigns and their respective servants, agents and employees; and
2. "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of the Contract whether arising before or after the completion of the Work required hereunder.

B. The Indemnity

For purposes of the Agreement, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Agreement, Contractor hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all Loss, whatsoever in nature, where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of Contractor, its employees, agents, subcontractors and suppliers.

It is agreed as a specific element of consideration of the Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

Nothing in this Article shall be deemed to impose liability on Contractor to indemnify the City for Loss when the City's negligence or other actionable fault is the sole cause of Loss.

With respect to the City's rights as set forth herein, Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this Article.

7.12 Protection of Property and Liability

Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Agreement, Contractor shall assume full responsibility for the protection of all public and private property where the Work being performed under the Contract, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.

7.13 Dispute Resolution

City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

7.14 Insurance

Contractor shall secure and maintain through the duration of the Agreement insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts (but not less than the amounts set forth below) as may be necessary to protect Contractor and the City and agents of the City against all hazards or risks of Loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval it shall be the responsibility of Contractor to maintain adequate insurance coverage at all times. Failure of Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including, but not limited to, the indemnification obligation.

Satisfactory certificates of insurance shall be filed with the City prior to Contractor's starting any work pursuant to the Agreement. The certificates shall state that thirty (30) days written notice will be given to the City before any policy covered thereby is changed or canceled. Failure by Contractor to furnish the required insurance within the time specified in the Notice of Award of the Agreement by the City may, at the City's option, be the basis for the City's exercising its right to terminate the Contract.

- A. **General Liability** This insurance shall protect Contractor against all claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of Contractor or its agents, employees or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by Contractor.

Commercial General Liability:

General Aggregate	\$2,000,000
Products Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence:	\$1,000,000

Contractor shall name the City as an "Additional Insured"

- B. **Automobile Liability** This insurance shall protect Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired in an amount no less than \$1,000,000 combined single limit.

Contractor shall name the City as an "Additional Insured"

- C. **Worker's Compensation and Employer's Liability** This insurance shall protect Contractor against all claims under applicable state worker's compensation laws. 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 worker's compensation law. This policy shall include an "all states" endorsement.

The liability limits shall be at minimum the following:

Workers Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee
D. Umbrella:	
Each Occurrence:	\$1,000,000
Annual Aggregate:	\$1,000,000

The minimum required coverage limit may be satisfied by adding any combination of primary and umbrella/excess per occurrence and aggregate limits so that the sum of both equal the sum of the limits required.

E. 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.

F. Subcontractors Insurance

If a part of the Agreement is to be sublet, the Contractor shall either:

1. Cover all subcontractors in its insurance policies, or
2. Require each subcontractor not so covered to secure insurance which will protect subcontractors against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, the Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its subcontractors.

7.15 Right of City to Terminate Agreement

Without limiting the right of the City to terminate the Contract or declare Contractor in default thereof for any reason set forth in the Contract Documents, if the Work to be done under the Agreement is abandoned by Contractor; or if the Agreement is assigned by Contractor otherwise than as herein provided; or if Contractor is judged as bankrupt; or if a general assignment of its assets is made for the benefit of its creditors; or if a receiver is appointed for Contractor or any of its property; or if at any time the performance of the Work under the Agreement is unnecessarily delayed; or if Contractor is violating any of the conditions or covenants of the Agreement, or is executing the same in bad faith or otherwise not in accordance with the terms of the Contract; or if all Work is not timely completed; then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon Contractor of City's intention to terminate the Agreement, and, unless within five (5) days after the serving of such notice a satisfactory arrangement is made for the continuance thereof, the Agreement shall cease and terminate.

The City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Agreement by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring it to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall compensate Contractor for Work completed to date of termination.

Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

7.16 City's Right to do Work

Without otherwise limiting City's rights under the Agreement, if Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Agreement Documents, City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due.

7.17 Payments

- A. Contractor shall on a monthly basis submit to the City a summary of collection locations, dates of collection and charges for each collection.
- B. Contractor has Bid this job net of all sales and compensation taxes. No application for payment shall include any amount for reimbursement of such taxes paid by Contractor resulting from Contractor's failure to use City's tax exemption certificate for any purchase in connection with the Work.

7.18 Payments Withheld

City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any application for payment to the extent necessary to protect City from loss on account of:

- A. Incomplete Work;
- B. Damage to City; or
- C. A breach of the Agreement.

7.19 Allowances

Contractor agrees that the Contract Price includes all allowances required by this RFP/the Agreement. Contractor declares that the Contract Price includes all other sums for expenses and overhead and fee on account of allowances as it deems proper. No demand for expenses or overhead and fee other than those included in the Contract Price shall be allowed.

7.20 Compliance with Laws

Contractor shall be fully familiar with all City, county, state and federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the Work under the Agreement or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.

7.21 Contractors Risk

Contractor shall assume full responsibility for the Work and shall bear any loss and repair any damage at his/her own cost occasioned by neglect, accident, vandalism or natural cause, whether foreseen or unforeseen, during the progress of the Work and until the Work is completed and accepted by the City.

7.22 Safety Rules

- A. Contractor shall be responsible for enforcing safety rules to ensure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor, its employees and agents, and to assure the safety of the general public.
- B. Contractor is expected to establish and enforce a comprehensive safety program on this Project for the protection of its employees and agents, City's employees and all other persons exposed to hazards resulting from Contractor's operations.
- C. Contractor shall follow all applicable OSHA guidelines, and require the same of its subcontractors.

7.23 Weekends, Holidays, and Night Work

No Work shall be done between the hours of 10:00 p.m. and 7:00 a.m., without the written approval or permission of the City in advance in each case, except such Work as may be necessary for the proper care, maintenance and protection of Work already done or of equipment, or in the case of an emergency.

7.24 Non-Discrimination/Other Laws

Contractor agrees that:

- A. 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 Agreement because of race, religion, color, sex, sexual orientation, disability, national origin, ancestry or age;
- B. 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");
- C. If Contractor fails to comply with the manner in which Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached the Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
- D. 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 Contract and it may be cancelled, terminated or suspended, in whole or in part, by the City; and
- E. Contractor shall include the provisions of Subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or contractor.

The provisions of this Article shall not apply to a contract entered into by a Contractor:

- A. Who employs fewer than four employees during the term of such contract; or
- B. Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

Contractor further agrees that Contractor shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other 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.

7.25 Records

Contractor shall maintain copies of records pertaining to this Work for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefore from City or its authorized agent(s) during the

construction period and the five (5) year period following final payment.

7.26 Titles, Subheads, and Capitalization

Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the RFP. Some terms are capitalized throughout the RFP, but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

7.27 No Waiver of Rights

No waiver of any breach of the Agreement shall be construed to be a waiver of any other or subsequent breach.

7.28 Severability

The parties agree that should any provision of the Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

8) Selection Criteria

The successful Contractor will be selected based on the following criteria:

- Service Costs
- Service and support
- Completeness of RFP response
- Responses from references
- Capacity to fulfill the scope of work
- Proposal Exceptions, if any
- Contractor's willingness to work with the City
- Interviews where appropriate

9) Selection Process and Schedule

Each proposal received will be reviewed in accordance with the criteria stated above in section [8\) Selection Criteria](#); one or more Respondents (finalists) will be selected for further consideration. Those selected as finalists will be interviewed and allowed to present detailed information regarding the submitted proposal(s). Upon completion of the interviews the Contractor will be selected.

Upon selection of the successful Contractor, City staff will then develop an Agreement with the Contractor and will present the Agreement to the Overland Park City Council for approval. An award is made on execution of the written Agreement by all parties. Only the City is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the Agreement. In the event the City and the Contractor cannot agree on terms of an Agreement, then Agreement negotiations with the next most appropriate finalist will be made.

The following schedule is tentative and the City reserves the right to change the schedule at any time.

12 - 15 - 2022	RFP is Posted on the City website.
01 - 03 - 2023	Last day for accepting questions to the RFP.
01 - 06 - 2022	Responses to questions posted to the City website as an Addendum to this RFP.
01 - 13 - 2023	RFP Responses due at 5pm.
01 - 27 - 2023	Last day to complete Respondent interviews.
02 - 15 - 2023	Approval of Selection and Authorization for City Manager to execute an agreement in the form approved by the City Attorney. from the Finance, Administration, and Economic Development Committee.
February 2023	City Council authorization of agreement.
04 - 01 - 2023	Agreement start date.

10) Special Conditions for Submitting a Proposal

- 10.1** In evaluating proposals, the City may consider the qualifications of Respondents and whether or not the proposals comply with the prescribed requirements.
- 10.2** During the evaluation process, the City reserves the right to request additional information or clarification from Respondents, and to allow corrections of errors and/or omissions.
- 10.3** Submission of a proposal indicates acceptance by the company submitting the proposal of the terms, conditions and specifications contained in this RFP, unless clearly and specifically noted in section [15\) Exceptions](#) below of any proposal submitted and confirmed in a subsequent Agreement between the City and the Contractor.
- 10.4** The City will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The City reserves the right to select the Respondent that will best meet the needs of the City. Respondents and/or proposals that do not meet the stated requirements will be considered in noncompliance and will be disqualified unless the City waives such noncompliance.
- 10.5** No Respondent may withdraw his or her proposal for a period of thirty (30) days from the date set for the opening thereof.
- 10.6** All Respondents shall acknowledge receipt of any addenda to this RFP. All addenda issued by the City regarding this RFP shall be signed by the Respondent and attached to the submitted proposal. Failure to acknowledge receipt of any addenda may render the proposal as

non-responsive. Changes to this RFP shall be issued only by the City in writing.

- 10.7** By submission of a proposal, the Respondent certifies that:
The Respondent has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the Agreement. The City may, by written notice to a Respondent, cancel any award under this RFP if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing an order or other favorable treatment with respect to this RFP.
- 10.8** The contents of the proposal and any clarifications or addenda distributed by the City shall become part of the contractual obligation and incorporated by reference into the ensuing Agreements. All proposals become the property of the City and will not be returned to the Respondent.
- 10.9** Each Respondent's proposal and any clarifications to that proposal shall be signed by an officer of the Respondent company or a designated agent empowered to bind the firm in an Agreement.
- 10.10** The City will not be required to sign any non-disclosure agreement (NDA) as a condition of or allowance for any response regarding this RFP.
- 10.11** The City is a Kansas municipality governed by the Kansas Open Records Act (the "KORA"). By providing a Proposal, the Contractor acknowledges that its Proposal, once opened, is presumed to be an open record under the KORA. If the Contractor submits information that it believes to be subject to an exemption to disclosure under the KORA, the Contractor must reference the particular exception from mandatory disclosure outlined in the KORA. The words "Confidential" and/or "Proprietary" and similar are not sufficient.

11) Additional Terms and Conditions

The City reserves the right to reject any or all proposals, to waive technicalities or irregularities, and to accept any bid it deems to be in its best interest. The City may choose not to make any award, to award all components to one Contractor, or to combine Contractors and services as it sees fit. The City shall not be liable for any costs incurred by the Respondent in responding to this RFP.

The Agreement between the City and the Contractor shall contain the conditions, terms and conditions set forth in this RFP, including but not limited the following:

- 11.1** This RFP and the Contractor's response to the RFP shall be incorporated by reference into the Agreement. Unless specifically and expressly stated otherwise in the Agreement, the requirements of the RFP shall take precedence over any conflicting language that may be present in any Agreement between the City and the Contractor.

- 11.2** The City is exempt from taxes. Contractor shall not charge or pass through to City any taxes from which it is exempt. City shall provide a tax exemption certificate upon request.
- 11.3** Neither party will be held responsible for nonperformance or delay caused by acts of God, natural disasters, vandalism, war, or other conditions beyond its control. Contractor shall be held accountable for the manufacturer's delays in providing equipment or services proposed under this Agreement.
- 11.4** The Agreement may be amended, at any time, by mutual consent of the parties. Any amendment must be in writing, signed by authorized representatives.
- 11.5** Contractor shall be responsible for complying with all applicable state and local laws and ordinances in its performance of this Agreement.
- 11.6** The entire Agreement between the City and Contractor shall supersede any other verbal or written agreements. The Agreement shall include, in order of precedence, the following: The City's RFP (including any addendums), Contractor's response, terms and conditions negotiated before Agreement signing, any other contractual documents.
- 11.7** Contractor shall be responsible for the performance of its employees, agents, and subcontractors.
- 11.8** Contractor shall obtain appropriate licenses and permits as applicable.
- 11.9** The Contractor shall provide emergency telephone numbers of key contact personnel who are familiar with the project scope and status to be contacted if needed for escalation purposes in the event of a problem.
- 11.10** No Work shall be performed without an appropriately executed Agreement or change order.
- 11.11** Contractor shall follow and submit to any applicable security policies and procedures at the City site in which the Contractor employees are working.
- 11.12** The Agreement will be governed by the laws of the State of Kansas.
- 11.13** Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that the City is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the City's then current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should the City fail to budget, appropriate or otherwise make available funds for

payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have been appropriated ty's then current budget year. This paragraph shall not be construed so as to permit the City to terminate the Agreement in order to acquire any other functionally similar services or to allocate funds directly or indirectly to perform essentially the same application for which the services under the Agreement are intended. Notwithstanding the foregoing and to the extent permitted by law, the City agrees that, if the Agreement is terminated in accordance with the provisions of this paragraph, the City shall not acquire or purchase services similar to that described in the Agreement for a period of ninety (90) days from the end of the then current budget year of the City.

12) Exceptions

Please list **ALL** exceptions your company makes to the requirements specified in this RFP in this Section. Exceptions noted in the body of your proposal **MUST** be repeated in this Section. Include any features that will not operate as specified, in addition to other exceptions you may have.

Please repeat **ALL** legal exceptions here as well.

13) Respondent Information Form

(This form to be included with proposal)

Respondent Name:	
Contact Name:	
Title:	
Street Address:	
City, State, Zip:	
Phone:	
Email:	

I have reviewed all of the general information and specifications in the RFP, have contacted the City regarding any needed clarifications, and submitted this proposal with a full understanding of the specifications.

If selected by the City as the Contractor, I agree to abide by the terms and conditions specified in this RFP.

Company Officer Name:	
Title:	
Signature:	
Date:	
Phone:	

Appendix A

Facility Listing (Trash)

Customer Name	Addr	City	State	Zip	Service Description	Weekly Frequency	Container size (yards)	Quantity
ST ANDREWS MAINT SHOP	10515 W 135TH ST	OVERLAND PARK	KS	66221	6 YD FEL	1	6	1
ST ANDREWS GOLF COURSE	11099 W 135TH ST	OVERLAND PARK	KS	66221-9733	2 YD REL	3	2	3
OVERLAND PARK TURF CARE CENTER	12698 NIEMAN RD	OVERLAND PARK	KS	66212	8 YD FEL	1	8	1
DEANNA ROSE CHILDREN'S FARMSTEAD	13800 SWITZER RD	OVERLAND PARK	KS	66221	4 YD FEL	3	4	2
MYRON SCAFE BUILDING	8500 ANTIOCH RD	OVERLAND PARK	KS	66212	6 YD FEL	3	6	1
MATT ROSS COMM CENTER	8101 MARTY ST	OVERLAND PARK	KS	66204	8 YD FEL	4	8	1
OVERLAND PARK FIRE #1	7550 W 75TH ST	OVERLAND PARK	KS	66212	2 YD REL	2	2	1
OVERLAND PARK FIRE #3	13801 SWITZER RD	OVERLAND PARK	KS	66221	2 YD REL	1	2	1
SANDER'S JUSTICE CENTER	12400 FOSTER ST	OVERLAND PARK	KS	66212	2 YD REL	2	8	1
OVERLAND PARK FIRE DEPT	9500 W 95TH ST	OVERLAND PARK	KS	66212	4 YD FEL	1	4	1
YOUNG'S POOL*	8421 W 77TH ST	OVERLAND PARK	KS	66204-2605	3 YD FEL	4	3	1
STONEGATE POOL*	9701 ANTIOCH	OVERLAND PARK	KS	66212	8 YD FEL	2	8	1
OVERLAND PARK FIRE DEPT	16279 ANTIOCH RD	OVERLAND PARK	KS	66085-9382	3 YD REL	1	3	1
SYKES LADY OP CLUBHOUSE GOLF COURSE	12501 QUIVIRA RD	OVERLAND PARK	KS	66213-2403	3 YD FEL	5	3	3
OVERLAND PARK CITY HALL	8500 SANTA FE DR	OVERLAND PARK	KS	66212	2 YD REL	3	2	3
OVERLAND PARK FIRE DEPT	8051 W 119TH ST	OVERLAND PARK	KS	66212	4 YD FEL	2	4	1
PUBLIC WORKS- BLUE VALLEY	6869 W 153RD ST	OVERLAND PARK	KS	66223-3118	8 YD FEL	2	8	1
FIRE TRAINING CENTER	12401 HEMLOCK	OVERLAND PARK	KS	66212	2 YD REL	3	2	2
TOMAHAWK RIDGE COMM CENTER**	11902 LOWELL AVE	OVERLAND PARK	KS	66213	6 YD FEL	2	6	1
PUBLIC WORKS- DENNIS GARRETT	11300 W 91ST ST	OVERLAND PARK	KS	66212	4 YD FEL	2	4	1
OVERLAND PARK ARBORETUM	8909 W 179TH ST	BUCYRUS	KS	66013	6 YD REL	2	6	1
LONGHOUSE VISITOR CENTER ***	8909 W. 179TH ST	OVERLAND PARK	KS	66013	6 YD REL	1	8	1
FLEET MAINTENANCE	12401 ANTIOCH RD	OVERLAND PARK	KS	66213	4 YD FEL	1	8	1
PARKS HEADQUARTERS/ RECYCLING CENTER	11921 HARDY ST.	OVERLAND PARK	KS	66212	4 YD FEL	1	4	1
SCHEELS OVERLAND PARK SOCCER COMPLEX	13700 SWITZER RD	OVERLAND PARK	KS	66221	4 YD FEL	2	8	3
OVERLAND POLICE DEPT	16279 ANTIOCH RD	OVERLAND PARK	KS	66085-9382	3 yd REL	1	3	1

*These Facilities will only be operational during the summer months.

**During the months of May through August, service at Tomahawk Ridge Community Center will need to be increased to daily pick up due to higher volume of visitors.

*** This Facility will be opening for operation Mid 2023.

Facility Listing (Recycling)

Customer Name	Addr	City	State	Zip	Service Description	Weekly Frequency	Container size (yards)	Quantity
MYRON SCAFE BUILDING	8500 ANTIOCH RD	OVERLAND PARK	KS	66212	6 YD FEL RCY	0.5	6	1
MATT ROSS COMMUNITY CENTER	8101 MARTY ST	OVERLAND PARK	KS	66204	8 YD FEL RCY	0.5	8	1
ST ANDREWS MAINT SHOP	10515 W 135TH ST	OVERLAND PARK	KS	66221	4 YD FEL RCY	0.5	4	1
ST ANDREWS GOLF COURSE	11099 W 135TH ST	OVERLAND PARK	KS	66221-9733	2 YD FEL RCY	1	2	1
OVERLAND PARK TURF CARE CENTER	12698 NIEMAN RD	OVERLAND PARK	KS	66212	8 YD FEL RCY	1	8	1
DEANNA ROSE CHILDREN'S FARMSTEAD	13800 SWITZER RD	OVERLAND PARK	KS	66221	8 YD FEL RCY	1	8	2
STATION ONE MARTY MEMORIAL SER	7550 W 75TH ST	OVERLAND PARK	KS	66204	64 GAL TOTER REL RCY	1	0.5	1
STATION FOUR TOMAHAWK RIDGE	8051 W 119TH ST	OVERLAND PARK	KS	66213	64 GAL TOTER REL RCY	1	0.5	1
JAMES G BROCKERD FIRE STATION	9500 W 95TH ST	OVERLAND PARK	KS	66212	2 YD FEL RCY	0.5	2	1
STATION THREE SWITZER FIRE STATION	13801 SWITZER RD	OVERLAND PARK	KS	66221	64 GAL TOTER REL RCY	1	0.5	2
YOUNG'S POOL*	8421 W 77TH ST	OVERLAND PARK	KS	66204-2605	4 YD FEL RCY	2	4	1
TOMAHAWK RIDGE POOL*	11950 LOWELL AVE	OVERLAND PARK	KS	66213-1100	8 YD FEL RCY	2	8	1
BLUEJACKET POOL*	10101 BOND ST	OVERLAND PARK	KS	66214-2723	96 GAL TOTER FEL RCY	1	0.5	4
STONEGATE POOL*	9701 ANTIOCH	OVERLAND PARK	KS	66212	8 YD FEL RCY	2	8	1
OVERLAND PARK FIRE DEPT	16279 ANTIOCH RD	OVERLAND PARK	KS	66085-9382	64 GAL TOTER REL RCY	1	0.5	4
TOMAHAWK RIDGE COMM CENTER**	11902 LOWELL AVE	OVERLAND PARK	KS	66213	4 YD FEL RCY	0.5	4	1
SANDERS JUSTICE CENTER	12400 FOSTER ST	OVERLAND PARK	KS	66212	4 YD FEL RCY	0.5	4	1
OVERLAND POLICE DEPT	16279 ANTIOCH RD	OVERLAND PARK	KS	66085-9382	64 GAL TOTER REL RCY	1	0.5	4
SYKES LADY OP CLUBHOUSE GOLF COURSE	12501 QUIVIRA RD	OVERLAND PARK	KS	66213-2403	3 YD FEL RCY	3	3	2
OVERLAND PARK CITY HALL	8500 SANTA FE DR	OVERLAND PARK	KS	66212	8 YD FEL RCY	0.5	8	1
PUBLIC WORKS- BLUE VALLEY	6869 W 153RD ST	OVERLAND PARK	KS	66223-3118	8 YD FEL RCY	0.5	8	1
OVERLAND PARK FIRE DEPT 3	12401 HEMLOCK	OVERLAND PARK	KS	66212	2 YD FEL RCY	2	2	2
PUBLIC WORKS- DENNIS GARRET	11300 W 91ST ST	OVERLAND PARK	KS	66212	8 YD FEL RCY	0.5	8	1
OVERLAND PARK ARBORETUM	8909 W 179TH ST	BUCYRUS	KS	66013	6 YD FEL RC	1	0.5	4
LONGHOUSE VISITOR CENTER***	8909 W. 179th	BUCYRUS	KS	66013	6 YD FEL RC	2	6	1
FLEET MAINTENANCE	12401 ANTIOCH RD	OVERLAND PARK	KS	66213	4 YD FEL RC	1	8	1
PARKS HEADQUARTERS/ RECYCLING CENTER	11921 HARDY ST.	OVERLAND PARK	KS	66212	8 YD FEL RCY	3	8	8
SHEEL'S OVERLAND PARK SOCCER COMPLEX	13700 SWITZER RD	OVERLAND PARK	KS	66221	6 YD FEL RC	1	8	1

*These Facilities will only be operational during the summer months.

**During the months of May through August, service at Tomahawk Ridge Community Center will need to be increased to daily pick up due to higher volume of visitors.

*** This Facility will be opening for operation Mid 2023.

Appendix B

Cost for Service

Dollars Per	
2-yard rear load waste collection	\$
4-yard front load waste collection	\$
6-yard front load waste collection	\$
8-yard front load waste collection	\$
Roll off waste container service	\$
Ton of material collected	\$
2-yard rear load recyclables collection	\$
4-yard front load recyclables collection	\$
6-yard front load recyclables collection	\$
8-yard front load recyclables collection	\$
OPTIONS	
Roll off recyclables container service	\$
40 cubic yards corrugated cardboard recyclable collection	\$
40 cubic yards mixed paper & paperboard recyclable collection	\$
40 cubic yards plastic food & beverage containers (no film, bags, or foam) recyclable collection	\$
40 cubic yards office paper recyclable collection	\$
40 cubic yards magazine recyclable collection	\$
40 cubic yards newspaper recyclable collection	\$

*Please include pricing for frequency per week, if applicable.

**Please attach additional information if needed.