



**PROPOSAL RESPONSE FORM #2020-034  
RESIDENTIAL SOLID WASTE AND RECYCLABLES COLLECTION  
AND TRANSPORTATION SERVICES FOR THE CITY OF DERBY**

Company: \_\_\_\_\_  
Proposal Submitted by (Name/Title): \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Taxpayer I.D. Number: \_\_\_\_\_

**1. Contract Dates:**

- A. The City of Derby's proposed Start Date is January 1, 2022.
- B. Proposed Contract Term: \_\_\_\_\_

**2. Trash and Recycling Rates:**

Automated weekly trash service to single and multi-family properties with \_\_\_\_\_-gallon cart and semi-automated biweekly Single Stream recycling service with \_\_\_\_\_-gallon cart.

- A. Rate for large \_\_\_\_\_-gallon trash cart: (includes up to \_\_\_\_\_ additional bags next to cart at no additional charge) \_\_\_\_\_
- B. Rate for a smaller trash cart: \_\_\_\_\_
- C. Rate for a third size trash cart (if applicable): \_\_\_\_\_
- D. Rate for each additional bag next to smaller cart: \_\_\_\_\_
- E. Rate for additional trash cart: \_\_\_\_\_
- F. Rate for additional recycling cart: \_\_\_\_\_
- G. Have you attached descriptions and photos of trash and recycling carts? \_\_\_\_\_
- H. Have you attached full details of recycling program, including recyclable items, program description and how/where recyclables will be disposed of? \_\_\_\_\_

**3. Other Services and Charges:**

- A. Rollout service shall be provided to customers 65 years of age and older, or disabled, at no additional charge. For all other customers, this service will be provided for a charge of \_\_\_\_\_
- B. Have you attached a description of how you will provide for two free bulky waste disposal services per year? \_\_\_\_\_  
The charge for pick-up of additional bulky items (4'x6'x8') will be \_\_\_\_\_

- C. Collection of abandoned waste. Unless eligible for collection at no charge pursuant to the contract, the provider may charge \$\_\_\_\_\_, plus \$\_\_\_\_\_/cubic yard, for collection of bulky items including but not limited to sofas, mattresses, etc.
- D. Will removal of recycling carts be done at the customer's request and at no charge? If not, please describe the process and fees. \_\_\_\_\_
- E. Change of cart size. Will customers be able to switch cart size once each year at no charge? If not, please describe the process and fees. \_\_\_\_\_  
For a second or subsequent switch in one year, the provider may charge up to \$\_\_\_\_\_ for delivery and pick-up. Will the service charge for the period during which a switch is made be prorated on the customer's next bill? \_\_\_\_\_
- F. Roll off (all sizes) and portable restroom service within the city, including but not limited to special events:
  - (1) Delivery charge: \_\_\_\_\_
  - (2) Haul charge: \_\_\_\_\_
  - (3) Disposal charge for:  
Trash: \_\_\_\_/ton; Construction and demolition (household use only): \_\_\_\_/ton
  - (4) Portable Restroom service (available for noncommercial, household use only)
    - a. Regular Restrooms: \$\_\_\_\_\_/month for 1/week service or minimum weekend cost
    - b. Handicapped Restrooms: \$\_\_\_\_\_/month for 1/week service or minimum weekend cost
- G. Small business curbside service. Provider will provide one \_\_\_\_\_-gallon cart to each small business customer. The monthly fee shall be \$\_\_\_\_\_. Recycling service is available to small business customers for \$\_\_\_\_\_ per cart per month.
- H. Annual Franchise Administration Fee. Do you acknowledge the Contractor must pay an annual franchise administration fee of 5% of gross revenues? \_\_\_\_\_  
Proposed schedule for franchise fee payments (quarterly, monthly, etc.): \_\_\_\_\_

**4. Attach plan for Adjustment and Notification of Changes in Customer Service Rates and Program, including the following:**

- A. When, why and how you propose rates be adjusted.
- B. The process for notifying customers of rate or program changes.

**5. Billing and Collection:**

- A. In the event a cart is picked up for non-payment, the provider may impose a:
  - (1) \$\_\_\_\_\_ charge for pick up; and
  - (2) \$\_\_\_\_\_ charge for redelivery.
- B. The charge for dishonored checks will be: \_\_\_\_\_
- C. How will overcharges be handled? \_\_\_\_\_

**6. Minimum Qualifications:**

Describe how you meet the following minimum qualifications:

- A. List at least two (2) Key Personnel, each with at least 5 years of experience in MSW collection services. \_\_\_\_\_



- B. Describe your company’s least 5 years of experience in residential curbside refuse and recyclables collection similar to the program described herein. \_\_\_\_\_
- C. Describe any administrative or judicial sanctions by Sedgwick County, any other Kansas county, or the State of Kansas or any of its agencies that your company has had within the last 3 years for violation of a law or regulation pertaining to collection, transportation or disposal of solid waste. \_\_\_\_\_
- D. Attach a Letter of Intent from your bank committing to provide a Letter of Credit utilizing the following template:

**TO: CITY OF DERBY**

**RE: EXCLUSIVE SOLID WASTE COLLECTION, TRANSPORTATION, and RECYCLING SERVICES IN THE CITY OF DERBY**

We have reviewed the proposal of \_\_\_\_\_ (“Contractor”) of \_\_\_\_\_ (Address) to provide solid waste services in the response to the RFP. If the City accepts Contractor’s proposal and awards the Franchise Agreement to Contractor, it is our present intention to issue the letter of credit required by the Franchise Agreement.

We are duly licensed to do business in the State of Kansas.

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

\_\_\_\_\_  
(signature)

**7. Attach plan for customer service including:**

- E. Customer Service hours.
- F. Methods for Customers to contact Customer Service.
- G. Availability to public during office hours.
- H. Protocol for resolving public complaints and answering customer questions.
- I. Availability to City during office hours and in emergencies.
- J. Protocol for communications between dispatchers and drivers.
- K. Record of call abandonment rates.
- L. Location of administrative offices and customer service locations for customer payment of bills.

**8. Provide locations, contact names, phone numbers and e-mail addresses for three references:**

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

**9. Confirm the following regarding Materials Processing Facilities you will use to fulfill this contract:**

- A. Recyclables Processing Facility  
Contractor: \_\_\_\_\_



Location: \_\_\_\_\_ Operating Company: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Materials facility is permitted to accept: \_\_\_\_\_  
Materials facility is prohibited from accepting: \_\_\_\_\_  
Estimated number of trucks/biweekly collection from the City of Derby: \_\_\_\_\_

B. MSW Transfer Station(s)

Contractor: \_\_\_\_\_  
Location: \_\_\_\_\_ Operating Company: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Permitted tonnage limits: \_\_\_\_\_ Through which year? \_\_\_\_\_  
Any facility limitations under zoning, use permits, etc.? \_\_\_\_\_  
Through which year? \_\_\_\_\_  
Haul distance to facility from City: \_\_\_\_\_

C. MSW Landfill(s)

Contractor: \_\_\_\_\_  
Location: \_\_\_\_\_ Operating Company: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Permitted tonnage limits: \_\_\_\_\_ Through which year? \_\_\_\_\_  
Any facility limitations under zoning, use permits, etc.? \_\_\_\_\_  
Through which year? \_\_\_\_\_  
Haul distance to facility from City: \_\_\_\_\_

**10. Attach your proposed Program Implementation and Transition Plan addressing the following priorities:**

A. Program Implementation Plan

- (1) Demonstrated ability to fully implement programs and services in a timely manner.
- (2) Detailed implementation schedule, including key milestones and dates, demonstrating Respondent's ability to effectively locate and utilize necessary resources for successful program implementation.
- (3) Demonstrated ability to contribute to public education about services, including:
  - a. Public education bulletins.
  - b. Inserts in newsletters and billing statements.
  - c. School presentations.
  - d. Examples of experience.
- (4) Other programs or services to meet or exceed minimum performance specifications.

B. Transition Plan

- (1) A detailed implementation schedule, including the following:
  - a. Key implementation dates.
  - b. Identification of any truck purchase commitment and delivery schedule.
  - c. Identification of any cart purchase commitment and delivery schedule.
  - d. Community outreach and community relations plan/education, especially during transition period.
  - e. Customer service plans.
  - f. Billing service plans.

- g. Materials processing, disposal, and reporting plans.
  - h. City coordination plans.
  - i. Transition staffing and training plans.
  - j. Collection of old containers and distribution of new ones.
  - k. Selection process for customers to choose cart size for trash.
  - l. Degree of correspondence with present customer service schedules.
- (2) Transition Record and References
- a. References to municipalities where Respondent has successfully implemented new programs or services, including knowledgeable contact with phone number.

**11. Mandatory Requirements:**

- A. Submit the name of the lead person from your firm who will be responsible for managing this work for Derby together with a brief biography detailing experience of said person and general information about proposer’s company.
- B. Provide a statement of the respondent's background, experience, and understanding of services required. If available, submit examples of experience with similar projects for municipal governments, including contact information.
- C. Submit a statement describing the proposer’s present and projected workload, staffing, and ability to provide prompt, quality services at competitive rates.
- D. Disclose all fees or other compensation to be paid to or on behalf of the proposer by Derby for services and/or goods provided.
- E. Submit a statement disclosing any current, pending, or potential disciplinary action or complaint(s) or other like proceedings, including any claims in arbitration, mediation, or litigation, against the firm, entity, or any partner or associate of your firm or team.
- F. Disclose any actual or potential conflicts of interest with the City, its officers, elected officials, agents or employees.
- G. Conform to the requirement to maintain strict confidentiality about all matters of this project.
- H. Describe any partnerships with any organizations/subcontractors/suppliers that will play a role in this project.
- I. Provide a copy of your certificate of insurance verifying professional, commercial general, pollution, automobile liability, workers’ compensation and umbrella liability insurance coverage with minimum policy limits as detailed in this RFP. The coverage must be maintained and carried in force for the duration of the contract.
- J. Any additional information believed necessary to assist the City in evaluating your proposal may also be submitted.

**12. Litigation Record:**

Provide information on Litigation Records for the past five years for the following entities:

- A. Respondent,
- B. Respondent’s affiliates (individual or entities that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Respondent, where “control” has the meaning provided in Rule 144 of the Securities Act of 1993). For the purposes of section, “Respondent” includes Respondent’s affiliates, unless otherwise stated.



<b>Certain civil contests</b>	All mediation, arbitration or litigation proceedings, whether settled or reduced to judgment (“Contests”) in the following locations and amounts: Anywhere and in any amount, for Respondent Kansas and in excess of \$250,000, with respect to Respondent’s affiliates
<b>Criminal Actions</b>	From all jurisdictions: All, whether resolved through no contest, no guilty plea or conviction, and including indictments not resulting in conviction
<b>Administrative Actions (including challenges to contract specifications)</b>	All challenges to a regulation or contract specification All defenses of an action brought by a municipality or other local government to enforce a regulation or contract term or specification
<b>Public procurement or contract disputes</b>	All procurement challenges All contract enforcement or interpretation actions
<b>Revocations</b>	Revocation, suspension or termination of any business or solid waste license, permit, or franchise granted to Respondent or any predecessor in interest
<b>Class Actions</b>	All to Respondent is a party defendant, regardless of status or disposition
<b>Labor Disputes</b>	Including: All strikes, walkouts, slowdowns or other labor disturbances All actions relating to equal employment opportunity, non-discrimination, working conditions, employee safety (including OSHA), in Kansas (with respect to affiliates) and anywhere (with respect to Respondent)

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

**13. Environmental Record:**

Submission of a proposal certifies that the chief administrative officer of Respondent represents and warrants that the information included in the proposal with respect to environmental actions and issues described in the proposal is, to the best of his or her knowledge and belief, true and compete as of the date of submission of the proposal.

<b>Violations</b>	List Respondent’s pending or threatened: Notices of violation Administrative enforcement proceedings Other actions alleging noncompliance with environmental aw, regulation, permit or compliance order (solid waste, air management,
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	etc.) for Respondent anywhere and for Affiliates in Kansas, during the past five (5) years Include case number, date and name of regulatory agency
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**14. Exceptions to Terms of Current Contract:**

In reviewing the current contract with WCI (Attachment A), if you found any provisions unacceptable or if you need to discuss with the City before determining you could agree to, list those issues/questions here (reference the section number) or attach a list:

<b>Exceptions to Terms of Current Contract</b>			
Section/Page Reference	Exception	Suggested Alternative Language	Service Fee Impact if No Change Is Made

In submitting this proposal, the undersigned, on behalf of proposer acknowledges every section of this RFP document including all requirements, terms, conditions, sections, and addenda. Proposal submission format should be by order in which document is outlined. Exceptions to any part of this document and any attachments should be clearly delineated and detailed throughout the proposal.

The undersigned, on behalf of the proposer, certifies that: (1) this proposal is submitted without previous understanding, agreement or connection with any person, team, corporation, or entity making a proposal on the same project; (2) this proposal is submitted without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm, entity, or team in whose name the proposal is entered; (4) the signer has read the complete RFP and understands all provisions, including addenda, contained therein and/or posted online; (5) the proposer will enter into a contract with Derby if its proposal is accepted by Derby, either as submitted or as it may later be modified; (6) Derby may rely on the proposal to be free of mathematical or other errors and omissions; and (7) the proposer is able to provide a letter of credit to protect the City for the term of the contract, and (8) mistakes in writing of the submitted proposal will be the responsibility of the undersigned.

Authorized Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

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

E-mail: \_\_\_\_\_ Phone Number: \_\_\_\_\_

