

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



RFP 28-126
For
“Recycling Bins”

RFP #28-126

for

“Recycling Bins”

PROPOSAL FORM

AUTHORIZED SIGNATURE

By submission of this proposal, the undersigned certifies that:

1.0 it has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any Unified Government employee or official or to any current consultant to the Unified Government;

2.0 it has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;

3.0 it has not violated, is not violating and will not violate the prohibition against gratuities and kickbacks set forth in Chapter 12 of the Unified Government's Procurement Code; and,

4.0 the prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.

5.0 it has the full authority of the Offeror to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

I hereby certify that the attached proposal has been prepared in compliance with the specifications and that the quotations are valid for a period of _____ days.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Federal Tax ID Number: _____

Article I. General Information

Section 1.01 Method of Source Selection

Article §3-103 and R3-103.02 of the Unified Government of Wyandotte County / Kansas City, Kansas Procurement Code and Regulations allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government.

Section 1.02 Purpose

The Unified Government of Wyandotte County/Kansas City, Kansas, Department of Public Works is accepting competitive proposals from qualified individuals, firms, partnerships and corporations for the purpose of the purchase and potential delivery of curbside recycling containers.

Vendors providing such services must meet the requirements, as specified herein.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not infer preference and all solicitations will be evaluated equally.

Section 1.03 Existing Environment

The Unified Government of Wyandotte County/Kansas City, Kansas is a consolidated city/county government serving all of the citizens of the City of Kansas City, Kansas, and Wyandotte County. The City of Kansas City, Kansas is located entirely in Wyandotte County and, along with ten other Kansas and Missouri counties, makes up the Metropolitan Kansas City Region with a population of approximately 1.6 million. The Cities of Kansas City, Kansas and Kansas City, Missouri are separated by the Kansas-Missouri border and are independent of one another in all aspects.

Section 1.04 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least five days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the contracting officer, in writing, at least five days before the time set for opening.

Section 1.05 Protests and Appeals

Any protest or appeal of the award of the Agreement must be in writing and received by the Director of Purchasing within seven (7) days from the County Administrator's decision. The written communication must list the specific areas of protest and suggested remedy. The decision of the Purchasing Director on any protest or appeal shall be final.

Section 1.06 Inquiries - Clarifications

Any questions regarding the Request for Proposal shall be directed in writing to the attention of the buyer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Kelly Regan, Room 649, 701 North 7th Street, Kansas City, Kansas 66101.

Phone # 913-573-5447. Email kregan@wycokck.org. All questions must be received no later than the date established in the project timetable. Telephone conversations must be confirmed in writing by the interested party.

Section 1.07 Amendments & Addendums

Amendments and addendums will be made by addendum issued only to vendors known to have the Request for Proposal.

Section 1.08 Alternate Proposals

Deviations from the requirements and specifications are permitted but must be noted separately explaining the nature of the deviation. When listing deviations, refer to the specific provision(s) to which the deviation pertains. Unless a deviation is expressly stated, the proposal shall be evaluated as if it meets ALL specifications, and the company submitting the proposal shall be required to perform all services as required by the specifications

Section 1.09 Implied Requirements

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the Request for Proposals, unless the proposal specifically states otherwise. Any products and services that are not specifically addressed in the RFP but which are necessary to provide functional capabilities proposed by the offeror must be included in the proposal.

Section 1.10 Project Timetable & Contract Term

The project timetable set out herein represents the Unified Government’s best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Issue RFP:	February 22, 2008
Last day for Questions:	No Later than 5:00 PM February 29, 2008
Proposals Due:	No Later than 4:00 PM March 10, 2008
Proposal Evaluation Committee completes evaluation:	March 11, 2008
Notice of Award:	March 14, 2008
Contract Start	March 17, 2008
Contract Complete	February 2011

The length of the contract will be from the date of award and continue for a term length of three years.

Section 1.11 Location of Work

The location(s) the work is to be performed is in Kansas City, Kansas and Bonner Springs, Kansas.

Section 1.12 Proposals and Presentation Costs

The Unified Government of Wyandotte County/Kansas City, Kansas will not be liable in any way for any costs incurred by the offeror in the preparation of their proposal in response to the RFP nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Section 1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Unified Government and may be returned only at the UG's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

Section 1.14 Cooperative Procurement

If the contractor has indicated agreement to participate in the Cooperative Procurement Program, the contractor shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the Unified Government bears no financial responsibility for any payments due the contractor by such governmental entities.

Section 1.15 Independent Contractor Relation

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be, and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Contractor in performance of the contract are employees of the Unified Government and further agree that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government harmless with respect thereto.

Section 1.16 Determination of Responsibility

Per Regulation R3-301.04 (Duty Concerning Responsibility), before awarding a contract the Procurement Officer must be satisfied that the prospective contractor is responsible.

All offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such offeror. The determination of responsibility shall be governed by Section R3-301 of the Unified Governments Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

Section 1.17 Evaluation

The selection committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Vendors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8 of this RFP.

Section 1.18 Equal Treatment

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the Request for Proposals, the Request shall be amended to incorporate such clarification or change. Auction techniques (revealing one offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section 1.19 Award

The contract shall be awarded in whole or in part to the responsible offeror whose proposal is determined to be the most advantageous to the Unified Government taking into consideration all the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

The County Administrator retains the sole and complete discretion to select the successful proposer based upon the evaluation of the selection committee's recommendation. The decision of the County Administrator will be final unless an appeal is filed as described in the protest section.

Section 1.20 Notification of Award

Written notice of award shall be sent to the successful Offeror. The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

- Submit a performance bond, if required, in the total amount of one hundred percent (100%) of the proposal amount (*Bond form format will be provided by the Unified Government*)
- If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (*Form will be provided by the Unified Government*).
- Submit a certificate of insurance evidencing insurance as required by the Request for Proposal.
- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-5280 for information regarding Licensing and Occupational Taxes.
- The Contractor will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract. Contact the Unified Government of Wyandotte County/Kansas City, Kansas Human Relations Division at (913) 573-5467 for information.

- The Unified Government may, at its option, declare the Offeror in default if the Offeror fails to perform all of the above-enumerated conditions, in which case the proposal security shall become the property of the Unified Government.
- All bonds required by this proposal must contain terms and conditions approved by the Unified Government and shall be executed by a surety company authorized to do business in the State of Kansas.

Section 1.21 Right to Reject Proposals

The Unified Government reserves the right without contest to accept or reject any proposal. Offerors must comply with all of the terms of the RFP, the Unified Government Procurement Code, and all applicable local, State, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not restrict the rights of the Unified Government or qualify their proposal. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities may be waived by the procurement officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute a substantial reservation against a requirement or provision,

If no offerors meet all the mandatory requirements of the Request for Proposals, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government may choose to make no award and to submit a revised Request for Proposals to offerors at a later date, or may choose to negotiate with those submitting proposals.

Section 1.22 Mistakes in Proposals Discovered Prior to Award

At any time prior to the specified date and time for submission, an offeror may withdraw or modify a proposal in accordance with Section R3-103.10 of the Unified Government's Procurement Code Regulations. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The Unified Government will deal with mistakes in proposals according to Section R3-103.15 of the Unified Government's Procurement Code Regulations.

Section 1.23 Mistakes in Proposals Discovered after Award

The Unified Government will deal with mistakes in proposals according to Section R3-103.15 of the Unified Government's Procurement Code Regulations.

Section 1.24 Ownership of Reports, Drawings, Specifications, etc.

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, finding, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the City.

Article II. Standard Proposal Information

Section 2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

Section 2.02 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the Unified Government's rights under any contract resulting from the RFP will be considered null and void. The Unified Government is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- [b] if the Unified Government's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Section 2.03 Discussions with Offerors

The Unified Government may conduct discussions with offerors for the purpose of clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the procurement officer. Discussions may only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the procurement officer.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.04 Prior Experience

No specific minimums have been set for this RFP.

Section 2.05 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of the procurement officer and at least two Unified Government employees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in section eight of this RFP.

Section 2.06 F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all the prices offered must include the delivery costs to any location within Wyandotte County, Kansas.

Section 2.07 Contract Negotiations

After completion of the evaluation, including any discussions held with offerors during the evaluation, the Unified Government may elect to initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. If the Unified Government elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's requirements or the contractor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The offeror will be responsible for all travel and per diem expenses related to contract negotiations.

Section 2.08 Failure to Negotiate

If the selected contractor

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the contractor and the Unified Government, after a good faith effort, simply cannot come to terms,

the Unified Government may terminate negotiations with the contractor initially selected and commence negotiations with the next highest ranked offeror.

Article III. Standard Contract Information

Section 3.01 Contract Type

This contract is a firm fixed price contract.

Prices submitted shall remain fixed and firm based upon the original bid costs for the first year of the contract. Each contract year will be from January 1, through December 31. Option years 1 & 2 will be subject to adjustment by mutual written agreement by both parties on a fixed price adjustment before commencement of any contract extension. The contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-303 (Cost or Pricing Data) of the Unified Government of Wyandotte County/Kansas City, Kansas Procurement Code. The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

Section 3.02 Contract Approval

This RFP does not, by itself, obligate the Unified Government. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designate, or the procurement officer. Upon written notice to the contractor, the Unified Government may set a different starting date for the contract. The Unified Government will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government.

Section 3.03 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

Section 3.04 Additional Terms and Conditions

The Unified Government reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

Section 3.05 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Section 3.06 Proposed Payment Procedures

The Unified Government will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the project director.

Section 3.07 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

Section 3.08 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Unified Government may be grounds for the Unified Government to terminate the contract.

Section 3.09 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the

additional work. Cost and pricing data must be provided to justify the cost of such amendments Unified Government Procurement Code Regulation R7-101.

The contractor will not commence additional work until the project director has secured any required Unified Government approvals necessary for the amendment and issued a written contract amendment, approved by the County Administrator.

Article IV. Required Contractual Terms and Conditions

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

Section 4.01 Agreement with Kansas Law

This agreement is subject to and shall be governed by, and shall be construed according to the laws of the State of Kansas

Section 4.02 Kansas Cash Basis Law

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Section 4.03 Payment of Taxes

The Unified Government shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

Section 4.04 Disclaimer of Liability

The Unified Government shall not hold harmless or indemnify the Contractor for any liability whatsoever.

Section 4.05 Anti-Discrimination Requirements

During the performance of this Agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government, setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

If the Contractor shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.

The Contractor shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and, '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

The Contractor will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

Section 4.06 Termination for Default

If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified

Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress,

and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Contractor or any of his property;
- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

Section 4.07 Termination for Convenience

The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified.

The Procurement Officer shall pay the Contractor the following amounts:

All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

Section 4.08 Disputes

All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

Section 4.09 Representations

The Contractor makes the following representations:

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in R-12-106 (Gratuities and Kickbacks) of the Procurement Code.

It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Section 4.10 Ownership of Materials

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the Unified Government.

Section 4.11 Availability of Records and Audit

The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Section 4.12 Assignment

Neither the Contractor nor the Unified Government shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

Section 4.13 No Limit of Liability

Nothing in this Agreement shall be construed to limit the Offeror's liability to the Unified Government as such liability may exist by or under operation of law.

Section 4.14 Indemnification

Vendor shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to Vendor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Article V. Background Information

Section 5.01 *Background Information*

Curbside Recycling Program Overview:

In May 2008, the U.G. plans to provide curbside collection of recyclable materials for approximately 50,000 houses in Kansas City, Kansas and Bonner Springs, Kansas.

Collection will occur once a week. The U.G. will accept specified types of paper, plastic, metal, paperboard and cardboard commingled in one bin. The U.G. will charge residents a monthly fee for the recycling program and will provide residents with one bin.

Plans are for the potential delivery of bins to part of or all of the 50,000 households prior to starting recycling. Delivery of bins is not a guarantee on the part of the UG.

The U.G. anticipates (but does not guarantee) purchasing up to 70,000 bins. The U.G. will purchase more bins up front and would like the opportunity to purchase some bins in year 2 and year 3.

Article VI. Project Scope

Section 6.01 *Scope of Work*

The Public Works Department is soliciting proposals for the Manufacture and possible Delivery of Curbside Recycling Bins in Kansas City, Kansas and Bonner Springs, Kansas.

Recycling Bin Manufacturing Specifications:

- a. The U.G. plans to purchase up to 70,000 18-gallon rectangular bins. Specify the colors available, the weight of each bin, and the dimensions of each bin.
- b. Construction. Bins should be constructed of high density polyethylene with a minimum 20% post consumer recycled content and a minimum of 3% stabilizer for ultraviolet light deterioration. The bin must withstand rough use and exposure to the elements at temperatures ranging from -20 degrees F. to 120 degrees F.
- c. Warranty. Bins should have at least a 5-year unconditional full replacement warranty.
- d. Imaging. Bins are to be permanently imprinted on 2 opposite sides with artwork to be provided by the U.G. Each printable area must be approximately 48 sq. inches. Hot stamping must be used to imprint the bins. In addition, each bin should have an area that will accept permanent markers, for residents to write their names and addresses that are about 25 sq. inches.

- e Drainage. Each bin must have a minimum of four ¼” drainage holes in the bottom.
- f Handles. Each bin must have at least 2 handles, large enough to comfortably accommodate a gloved hand. Each handle must be strong enough to support the container and its contents without failing, distorting, or fatiguing.
- g Deliver. Price shall include delivery of bins to a destination in Kansas City, Kansas designated by the U.G. All orders and deliveries will be for, at minimum truckload quantities. Delivery shall occur within 4 weeks following placement of an order or proceed at a rate of at least 10,000 bins per week.

Recycling Bin Delivery to Individual Households. (OPTIONAL)

- a. The UG will potentially deliver bins to part of or to all of approximately 50,000 individual households in Kansas City, Kansas and Bonner Springs, Kansas. The UG may contract for services for delivery of the recycling bins to part of or to all of the individual households, (but does not guarantee it).
- b. The bins will be stored in one area warehouse in Kansas City, Ks.
- c. If this delivery option is chosen by the UG, the contractor will be responsible to deliver a bin to each household up to a four-plex, for the number of households chosen by the UG. The UG does have paper and electronic mapping available for the contractor to use, but specific requirements by the Contractor will need to be identified and communicated to the UG.
- d. A delivery price should be calculated for cost per household delivered. We are asking for quotes for delivery of 10,000 bins, 20,000 bins, 30,000 bins, 40,000 bins, and 50,000 bins. Please estimate the number of bins that can be delivered per day and per week.

Section 6.02 Deliverables

The contractor will be required to provide the following deliverables:

- [a] Up to 70,000 18-gallon recycling bins delivered to Kansas City, Kansas.
- [b] Potential delivery of part of or up to all of 50,000 recycling bins to individuals households in Kansas City, Kansas and Bonner Springs, Kansas. (Delivery services not guaranteed)

Section 6.03 Work Schedule

The contract term and work schedule set out herein represent the Unified Government's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days.

The length of the contract will be from the date of award for a 3 year period.

The approximate contract schedule is as follows:

SAMPLE WORK SCHEDULE:

1. Issue RFP February 22, 2008
2. Final date for questions 5:00 pm February 29, 2008
3. RFP Due back by 4:00 pm March 10, 2008
4. Proposal Evaluation Committee completes evaluation by March 11, 2008.
5. Unified Government award contract by March 14, 2008.
6. Bin manufacturing preparation time completed by April 4th.
7. Contractor starts manufacturing of bins the week of April 7th, approximately 10,000 per week. 50,000 will be produced by May 9th. It is assumed that bins will be shipped out as frequently as a semi-truck load or two are available.
8. First deliver of 30,000 bins the week of April 28-May 2, 2008.
9. Potential Delivery of bins for Monday and Tuesday pickups during the week of May 5-9, 2008.
10. Curbside recycling starts for Monday and Tuesday pickups on Monday, May 12th and Tuesday, May 13th.
11. Second delivery of 20,000 bins the week of May 12-16, 2008.
12. Potential Delivery of bins for Wednesday, Thursday, and Friday pickups during the week of May 12th thru the 16th.
13. Curbside starts for Wednesday thru Friday pickups on Wednesday, May 21, Thursday May 22, and Friday May 23, 2008.

Article VII. Proposal Format

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE. ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal – RFP “Purchase & Delivery of Recycling Bins”

(4) Copies and One (1) original of your proposal and supplementary material should be submitted to:

**Department of Procurement & Contract Compliance
701 North 7th Street, Suite 649
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME AND DATE LISTED IN THE RFP CALENDAR OF EVENTS. LATE PROPOSALS WILL NOT BE CONSIDERED.

Section 7.01 Proposal Format and Content

The Unified Government discourages overly lengthy and costly proposals; however, in order for the Unified Government to evaluate proposals fairly and completely, offerors should follow the format set out herein and provide all of the information requested.

Section 7.02 Electronic Filing Requirements

A respondent must submit a complete copy of its response on computer diskette(s) in Microsoft Word 2000 format in the respectively sealed envelopes. If components of the response, such as spreadsheets, pictures, charts or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the procurement.

Section 7.03 Introduction

Proposals must include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all of the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Section 7.04 Understanding of the Project

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Section 7.05 Methodology Used for the Project

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the Unified Government's project schedule.

Section 7.06 Management Plan for the Project

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the Unified Government's project schedule.

Section 7.07 Experience and Qualifications

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP, illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team and provide a personnel roster that identifies each person.

Provide reference names and phone numbers for similar projects your firm has completed for both the manufacture of recycling bins and for delivery of recycling bins.

Section 7.08 Cost Proposal

Curbside Recycling Bin Pricing:

We propose to furnish the following F.O.B. Kansas City, Kansas.

1. Price of bin. State a unit price for each of the following, for up to 70,000 bins.

- a. Recycling Bins \$_____
- b. Lids for Bins (Optional) \$_____
- c. Wheel Packages for bins (Optional) \$_____
- d. Wall Mounting brackets (Optional) \$_____

2. Size of bin. State the shape, dimensions and capacity of the proposed bin:

3. Construction of bin. Describe the construction of the proposed bin, including materials, thicknesses, recycled content, empty weight, etc.

4. Warranty of bin. Provide a copy of the warranty being offered:

5. Imaging of bin. For one color imaging, describe imaging process and the dimensions of the areas available for imaging:

Color Imaging of bin. If full color or multi-color imaging is available describe the imaging process and state the additional cost per bin for full color or multi color imaging.

- 6. Color of bin. List and provide color chips for available colors. State whether any colors require a surcharge, and if so, which ones and how much.

- 7. Packaging of bins. If bins are ordered loose packed, what is the total number of bins per truckload? _____

If bins are ordered palletized and shrink-wrapped, how many bins will be on each pallet? _____ How many pallets per truckload? _____ Total number of bins per truckload? _____

What is the additional cost, per bin, for palletized delivery? _____

If the minimum order size for the price stated in paragraph 1 above is different from the truckload quantity, state the minimum order size. _____

- 7. Delivery of Bins to Wyandotte County. If a truckload of bins is to be divided among 2 or more destinations, state the surcharge, if any for additional delivery points.

- 8. Production Rate of Bins. How much time will there be between the placement of orders and the initial delivery of bins?

How many bins per week can you produce and deliver? _____

- 10. Time Schedule. Please specify your capacity to meet the proposed time schedule listed in this RFP.

Curbside Recycling Potential Delivery of Bin Pricing: (OPTIONAL)

We have read the instructions and propose the following for potential delivery of recycling bins to part of or to all of the 50,000 households in Kansas City, Kansas and Bonner Springs, Kansas.

1. Unit Price per household to deliver bins.

For delivery to 10,000 households \$ _____

For delivery to 20,000 households \$ _____

For delivery to 30,000 households \$ _____

For delivery to 40,000 households \$ _____

For delivery to 50,000 households \$ _____

2. Mapping needed for delivery planning. What are your needs for mapping of the community?

3. Timing for delivery. How much lead time do you need to schedule delivery of bins? How many bins can you deliver per crew per day? How many bins can your crew(s) deliver per week? How many days per week will you deliver bins?

4. Time Schedule. Please specify your capacity to meet the proposed time schedule listed in this RFP.

Article VIII. Evaluation and Selection

Section 8.01 Selection Criteria

(a) Experience & Qualifications for Delivery of Goods and Services

Questions regarding the personnel.

1. Do the individuals assigned to the project have experience on similar projects?
2. How extensive is the applicable experience of the personnel designated to work on the project?
3. How knowledgeable are the offeror's personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the firm:

1. How well does the firm understand the project? Is the firm's methodology used adequate to accomplish the work? Does the management plan illustrate the capacity to complete work on schedule?
2. How well has the firm demonstrated experience in completing similar projects on time and within budget?
3. How successful is the general history of the firm regarding timely and successful completion of projects?
5. If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

(b) Contract Costs

1. How reasonable are the firm's cost estimates?
2. Who has the best price?
3. What are potential costs for year 2 & 3 bin purchases?