

**AGREEMENT FOR  
SOLID WASTE COLLECTION AND SINGLE STREAM RECYCLE SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 3<sup>rd</sup> day of May, 2016, by and between The City of Bel Aire, Kansas, a municipality organized and existing under and by virtue of the laws of the State of Kansas ("City"), and Waste Connections of Kansas, Inc. ("Hauler").

WHEREAS, City issued an Request for Proposal for Solid Waste and Recycle Services (RFP) which is attached hereto and incorporated herein as Attachment A, and one clarification letter which is attached hereto and incorporated herein as Attachment B;

WHEREAS, Hauler submitted a proposal in response to City's RFP which is attached hereto and incorporated herein as Attachment C;

WHEREAS, City accepted Hauler's proposal March 17, 2016, and authorized negotiation for a ten year agreement.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, and within Attachments A, B, and C the parties hereto agree as follows:

1. OBLIGATIONS AND STANDARDS OF HAULER.

A. Hauler will provide solid waste collection once per week to all commercial and residential properties which have contracted with the City for solid waste collection service. As of March 1, 2016, the City billed 2, 294 accounts per month for solid waste collection service. Hauler will notify City of any additional costs, such as extra bag fees, to include within any customer's bill. Hauler will collect fees for bulky items from customer at time of service.

B. Hauler will provide single stream curbside recycling every other week for all single-family and duplex households in the City. As of March 1, 2016, the City billed 2,459 accounts per month for single stream curbside recycling service.

C. Hauler will provide the following associated services to the City:

- (1) Trash carts and portable restroom services for Bel Aire Recreation Center. Hauler will pay disposal costs.
- (2) Trash and recycle carts for Bel Aire Public Works Facility. Hauler will pay disposal costs.
- (3) A twenty (20) yard roll-off dumpster at Bel Aire Public Works Facility. City will pay costs associated with disposal of roll-off dumpster.
- (4) Trash carts and recycle carts for Bel Aire Swimming Pool from May 15<sup>th</sup> to August 15<sup>th</sup> of each year. Hauler will pay disposal costs.
- (5) Portable restroom at Bel Aire Park. Hauler will pay disposal costs.
- (6) Trucks and drivers to support semi-annual bulk curbside collection of non-hazardous materials. Hauler will pay disposal costs.

- (7) Equipment to shred personal documents at an annual City shredding event. Hauler will pay disposal costs.
  - (8) Trash carts and portable restrooms for City's Spring Festival and Fall Festival. Hauler will pay disposal costs.
- D. City and its residents shall not deposit in Hauler's equipment or place for collection by hauler any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infection, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulation ("Excluded Waste"). Notwithstanding any other term contained herein, the Hauler reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with resident/generator of such Excluded Waste, even if the Hauler inadvertently collects and disposes of such Excluded Waste. If the Hauler finds what reasonably appears to be discarded Excluded Waste, the Hauler shall notify the resident/business/generator, if such can be determined, that the Hauler may not lawfully collect such Excluded Waste and leave a tag specifying the nearest location available for appropriate disposal.
- E. Scope of Services shall be in conformance with the provisions of the RFP, Attachment 1, in its entirety, and specifically with § 4.1.2 of the RFP, as well as those additional standards set forth within Hauler's Proposal, Attachment 3, associated with customer service and communications standards.

## 2. OBLIGATIONS AND STANDARDS OF CITY.

- A. City shall notify all City residents that the exclusive provider of residential curbside single stream recycling
- B. City shall notify all City residents the preferred, although not exclusive, solid waste collection and disposal services provider is Waste Connections of Kansas, Inc.
- C. City shall offer all new residents to the City the opportunity to select Waste Connections of Kansas, Inc. as their solid waste collection provider at the same time that such new residents obtain other City utility services, including recycling service.
- D. City shall provide billing and collection services in association with recycling collection service, and solid waste collection service provided by Hauler for properties located within City.
- E. City shall remit payments to Hauler monthly.
- F. City warrants that City's pavement, curbing or other driving surface or any right of way reasonably necessary for Hauler to provide the services described herein are sufficient to bear the weight to all of Hauler's equipment and vehicles reasonably required to perform such services. Hauler will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and City agrees to assume all liability for any such damage, which results from the weight of Hauler's vehicles providing service within City.
- G. Hauler shall not be liable for delays in its performance hereunder due to uncontrollable circumstances to the extent such occurrence is beyond the reasonable control of Hauler and Hauler makes prompt, diligent and continuous efforts to resume performance. For purposes of this section, "uncontrollable circumstances" shall mean: the landfill to

which solid waste is being hauled is closed for two consecutive working days; riots; war or emergency declared by the President, Congress or the Governor of Kansas, and affecting City or Hauler; sabotage; acts of terrorism; civil disturbance; insurrection; explosion; natural disasters and severe weather such as tornados, significant rain and snow storms, floods, earthquakes, landslides and fires; strikes, lockouts and other labor disturbances; or other similar or dissimilar events which are beyond the reasonable control of Hauler.

3. SERVICE RATES.

**Recycle:** \$ 3.25/month/customer: One (1) 95 gallon bi-weekly curbside recycling service

**Weekly Curbside Trash Service:**

\$ 9.25/month/customer: One (1) 95 gallon trash cart weekly curbside trash service. Up to three additional bags per/month at no charge.

\$ 14.25/month/ customer: Two (2) 95 gallon trash cart weekly curbside trash service. Up to three additional bags per/month at no charge.

\$ 8.25/month/customer: One (1) 65 gallon weekly curbside trash service. Any additional bags will be \$1.00/bag.

**Additional Services:**

- Rollout service for disabled customers will be provided at no charge. All other customers may purchase rollout service at a charge equal to half the service rate.
- Bulky Items may be disposed at \$15.00/item. Requires directly contacting Waste Connections.

4. RATE INCREASES. Hauler may submit a request to City to raise rates up to 2% annually as set forth in Paragraph 3 above in accordance with increased costs documented Hauler. City has thirty (30) days to approve, disapprove, or negotiate with Hauler concerning such request.

5. TERM. The term of this Agreement shall be from June 1, 2016 to May 31, 2017. This Agreement will automatically annually renew through May, 2026, unless either party shall terminate in conformance with the termination procedures set forth within Attachment A.

6. DOCUMENTATION. This Agreement shall not become valid until the following documents are on file with the City Clerk of City of Bel Aire:

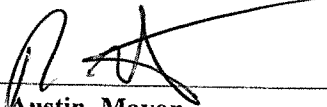
- A. A detailed list of all vehicles to be used in weekly solid waste and recyclable curbside collection within the City of Bel Aire;
- B. Certificates of inspection and licensing of all packer trucks by Sedgwick County, Kansas;
- C. Certificates of the insurance coverage mandated in this Request for Proposals; and

D. A detailed route plan, as approved by the City Manager, for weekly solid waste and recyclable curbside collection within the City of Bel Aire.

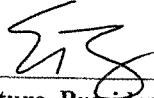
7. TRANSFER OR MODIFICATION. This Agreement and the Attachments identified within sets forth the entire Agreement between the parties and supersedes any written or oral understanding, promise, or agreement directly or indirectly related to, which is not referred to and incorporated herein. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be in writing and signed by both parties.
8. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto, and that this Agreement shall be binding upon the parties, their respective heirs, legal representatives, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF BEL AIRE, KANSAS

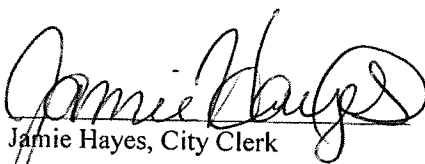
  
\_\_\_\_\_  
David Austin, Mayor

WASTE CONNECTIONS OF KANSAS, INC.

  
\_\_\_\_\_  
Signature, President DM

ATTEST:

SEAL

  
\_\_\_\_\_  
Jamie Hayes, City Clerk

**Attachment A**  
**Request for Proposal**



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**CITY OF BEL AIRE, KANSAS  
REQUEST FOR PROPOSAL  
SOLID WASTE AND SINGLE STREAM RECYCLE SERVICES**

Date Available: February 10, 2016  
Closing Date: March 2, 2016, 5:00 PM  
Procurement Officer: Ty Lasher, City Manager  
City of Bel Aire  
7651 E. Central Park Ave.  
Bel Aire, KS 67226  
Phone: (316) 744-2451  
Fax: (316) 744-3739

E-Mail Address: [tlasher@belaireks.gov](mailto:tlasher@belaireks.gov)

**Item: Solid Waste and Single Stream Recycling Services**

**City:** Bel Aire, Kansas

**Location:** 7651 E. Central Park Ave., Bel Aire, KS 67226

**Scope:** The City of Bel Aire is requesting proposals from experienced qualified applicants to provide solid waste and single stream recyclable curbside collection once per week for its roughly 2,500 single-family and duplex households in the City. The successful applicant will be awarded a 5 year contract to exclusively provide solid waste and recyclable curbside collection once per week for all single-family and duplex households within the City of Bel Aire, Kansas.

This Request for Proposals ("RFP") is a formal invitation to bidders to submit bids in accordance with the specifications, and bid format instructions described herein.

**READ THIS RFP CAREFULLY**

***Failure to abide by all conditions and requirements of this RFP may result in the rejection of a bid.***

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## REQUEST FOR PROPOSAL

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## SIGNATURE SHEET

Item: Services for the City of Bel Aire, Kansas

Closing Date: March 2, 2016, 5:00 PM

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

Addenda: The undersigned acknowledges receipt of the following addenda:

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

Legal Name of Person, Firm or Corporation WASTE CONNECTIONS OF KANSAS, INC.

Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax 316-838-1856

E-Mail herschelw@wasteconnections.com

Mailing Address 2745 N. OTTAWA

City & State WICHITA, KS. Zip Code 67219

FEIN Number 860990704

Signature [Signature] Date 3/2/16

Typed Name of Signatory Herschel West Title District Sales Manager

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

Name Herschel West

Address 2745 N. OTTAWA

City & State WICHITA, KS. Zip Code 67219

Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax 316-838-1856

E-Mail herschelw@wasteconnections.com

Website www.wasteconnectionswichita.com



## SECTION I

### CONDITIONS TO BIDDING

- 1.1 **Inquiries:** All inquiries, written or verbal, shall be directed to the City of Bel Aire, Kansas:

**Ty Lasher, City Manager**  
City of Bel Aire  
7651 E. Central Park Ave.  
Bel Aire, KS 67226

Phone: (316) 744-2451  
Fax: (316) 744-3739

E-Mail Address: [tlasher@belaireks.gov](mailto:tlasher@belaireks.gov)

Communication regarding this Request for Proposals ("RFP") is prohibited between the bidders, their employees, representatives, or agents, and any City employee, representative, or agent, other than as stated herein, including.

Negotiations  
Contract Signing  
As otherwise specified in this RFP.

Violations of this provision by a bidder or City personnel may result in the rejection of the proposal.

- 1.2 **Negotiated Procurement:** Final evaluation and award is made by the City.
- 1.3 **Questions to Bidders:** Any, all, or no bidders may be required to explain their understanding and approach to the project and/or respond to questions from the City concerning the proposal; or, the City may award to the low bidder without conducting negotiations. The City reserves the right to request additional or clarifying information from bidders as needed. If information is requested, the City is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a best and final offer to the City. Prior to a specified cut-off time for best and final offers, bidders may submit revisions to their technical and cost proposals. Meetings with representatives of the City are generally not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the best and final offer.

No additional revisions to any bid shall be made after the specified cut-off time unless requested by the City.

- 1.4 **Pre-proposal Conference:** None

- 1.5 **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, and other costs associated with this RFP. All Responses will become the property of the City and will be a matter of public record subsequent to signing of the contract or rejection of all bids.
- 1.6 **Criteria for Evaluating Bid Proposals:** The City shall make an Award in the best interest of the City.
- General:** The bidder should develop a proposal through a process that considers the mission and involvement of the City. All proposals submitted in response to this RFP will be evaluated by the City using the following criteria and factors (listed in no particular order of importance):
- 1.6.1 **TIMING OF DELIVERY.** Services are requested to begin in calendar year 2016.
- 1.6.2 **TECHNICAL RESPONSE.** This includes the extent to which the bidder effectively demonstrates an understanding of the needs of the City as described in this RFP, and offers appropriate solutions to meet those needs. The quality of the technical Response is measured by the extent to which the specifications are adequately addressed within the bidder's proposal, and the extent to which the bidder may suggest recommendations for improvements.
- 1.6.3 **RESPONSE Format and Completeness.** Adequacy and completeness of the proposal is required and carries an important weighting in the evaluation of all proposals. The proposal is to be complete, clear, and understandable. Pages are to be consecutively numbered.
- 1.6.4 **Financial Ability.** The bidder's demonstrated financial ability to implement, manage and maintain the proposed offering.
- 1.6.5 **Experience and Qualifications.** The bidder's general experience and qualifications, and the City's assessment of bidder's ability to perform the work in a timely and professional manner. The experience and professionalism of security services is also a consideration.
- 1.7 **Acceptance or Rejection:** The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.
- 1.8 **Agreement:** The successful bidder will be required to enter into a formal contract that is acceptable to the City, which will incorporate all of the terms of this RFP. The bidder's Response to this RFP shall be included as a legal part of the agreement. In the absence of any language to the contrary, this RFP will be the determining document in questions of compliance with the specifications for the scope of these services.
- 1.9 **Contract Formation:** No contract shall be considered to have been entered into by the City before a written contract has been signed by the successful bidder and the City.
- 1.10 **Open Records Act (K.S.A. 45-205 et seq.):** All proposals become the property of the City. All information contained in proposals will become open for public review once a

contract is signed or all proposals are rejected, unless Bidder provides written notice of application of legal exception.

- 1.11 **Federal, State and Local Taxes-Governmental Entity:** Unless otherwise specified, the proposal price shall [not] include applicable federal, state and local taxes. The successful bidder shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this RFP.
- 1.12 **Debarment of Contractors:** Any bidder who defaults on delivery as defined in this RFP may be barred after reasonable notice to the person who signed the bid proposal, or contract, and after reasonable opportunity for that person to be heard. The Mayor, after consultation with the attorney of record for the City, may suspend a person/company for cause from consideration for award of this or future contracts if the City determines that civil or criminal grounds support such action. The suspension shall not be for a period exceeding three years unless a criminal indictment, information or complaint has been issued for an offense which would be a cause for debarment, in which case the suspension shall, at the request of the attorney, remain in effect until after the trial of the suspended person.
- 1.13 **Insurance:** The City shall not be required to purchase any insurance against loss or damage to any personal property used to carry out this service nor shall the City establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the bidder shall bear the risk of any loss or damage to any personal property used to carry out this service. The service provider shall maintain liability insurance in association with the provision of the services of this Agreement throughout the term of the Agreement.

## **SECTION II PROPOSALS INSTRUCTIONS**

- 2.1 Preparation of Proposals.** The City has the right to rely on any price quotes provided by bidders. The bidder shall be responsible for any mathematical error in price quotes. The City reserves the right to reject proposals, which contain errors.

**Proposals shall be submitted in sealed envelopes and the outside envelopes shall be clearly identified with this RFP and the bid closing date.** The City is relieved of any responsibility if the bidder fails to comply with this requirement.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor, or City employee.

Proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP for Proposal with emphasis on completeness and clarity of content, include appropriate equipment, employees, and skills. Repetition of terms and conditions of the RFP for Proposal without additional clarification shall not be considered responsive.

- 2.2 Deadline for Submission of Proposals:**

**Bidder's proposal shall consist of: One original and one (1) copy of the Proposal, including any supporting literature or other supporting documents;**

**Bidder's proposal, sealed securely in an envelope or other container, shall be received promptly by 5:00 p.m., on Wednesday, March 2, 2016, addressed as follows:**

**City of Bel Aire, Kansas  
Solid Waste Proposal  
Attn: Jamie Hayes, City Clerk  
7651 E. Central Park Ave.  
Bel Aire, Kansas 67226**

Faxed or telephoned proposals are not acceptable unless otherwise specified by the City. Proposals received prior to the closing date shall be kept secured and sealed until closing. The City shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Bids that are received after the bid deadline time and date shall be disqualified from consideration. Accordingly, bidders who are mailing their proposals should allow for normal mail delivery time to ensure timely receipt by the City.

- 2.3 Signature of Proposals:** Each proposal shall give the complete mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the bidder's social security number or Federal Employer's Identification Number. A Signature Sheet has been provided as part of this RFP. It should be completed and returned as part of the Proposal.

- 2.4 **Acknowledgment of Addenda:** The City reserves the right to amend this RFP prior to the due date of Responses. If it becomes necessary to revise any part of this RFP, an Addendum shall be provided to all potential bidders who have requested a copy of this RFP. All bidders shall include acknowledgment of all Addenda as part of their proposal. Failure to acknowledge Addenda may be grounds for disqualification of the proposal.
- 2.5 **Modification of Proposals:** A bidder may modify a proposal in writing by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.
- 2.6 **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the bidder to the City's contact person prior to the closing date.
- 2.7 **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

Proposal results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a proposal tabulation from the City. Bid results can be obtained by sending (do not include with bid): A self-addressed, stamped envelope;

Send to:  
City of Bel Aire, Kansas  
Attn: Jamie Hayes - Bid Results/Copies  
7651 E. Central Park Ave.  
Bel Aire, Kansas 67226

Copies of individual proposals may be obtained under the Kansas Open Records Act by contacting the City Clerk of the City of Bel Aire, Kansas to request an estimate of the cost to reproduce and post the documents and remitting that amount with a written request to the above address, or a bidder may make an appointment by with the City Clerk to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

- 2.8 **Notice of Award:** An award is made on execution of the written contract by all parties. Only the City is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.
- 2.9 **Additional Proposals:** Bidders may submit more than one proposal; however, each proposal shall be in accordance with the entire provisions of this RFP. Bidders should submit complete specifications, descriptive materials and indicate any deviation from the specifications of this proposal.

A clear, well-organized and complete proposal will facilitate the review and selection process. Please follow the proposal format described, as failure to do so may result in disqualification.

***A completed proposal submission package from respondents consists of the following elements:***

-Preparation of a narrative section for the proposal, as described in Section IV below.

- 2.10 **Proposal Format:** Only the signature sheet is included. No paperwork or form is provided by the City for the proposal. Instead, bidders are asked to prepare their proposals in a format that they believe best conveys the details of their plan to provide comprehensive solid waste and recycling services to the City of Bel Aire, Kansas.

As a general guideline in preparing the narrative, bidders should also be careful to thoroughly identify themselves, both individually and/or corporately. At minimum, all bidders shall provide the following identifying information in the narrative portion of their proposals:

- **Bidder Identification** - Name, address, phone number, and authorized signature of bidder.
- **Corporate identification** - If applicable, bidder's corporate or other business information, date established, structure (trust, partnership, corporation, non-profit, etc.), and federal tax identification number.
- **Bid should fully describe the work and materials being proposed, including costs, prices, and warranties**
- **Copy of a sample contract**

2.11 **Other proposal completion instructions:**

The bidder should submit a transmittal letter as part of the narrative proposal which affirmatively states that the bidder has read this entire RFP and agrees to comply with all of the provisions contained within this RFP.

A description of the bidder's qualifications and experience providing the requested or similar services should be included part of the narrative proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must be capable of meeting the deadlines specified in the RFP.

Beyond these general guidelines, bidders are invited to submit additional information in the narrative section that they may consider important in fully explaining their proposal and the advantages for its selection.

Narrative section should be typed with double line spacing and using a font of size 11 or larger. This section should be published on 8 ½ X 11 plain paper stock printed on one side only.

Proposal should not be stapled or fastened in any permanent manner. Temporary removable clips may be used to keep the proposal assembled.

### SECTION III GENERAL PROVISIONS

- 3.1 **Termination for Cause:** The City of Bel Aire, Kansas reserves the right to terminate any contract, or any part of a contract, awarded in Response to this RFP for cause under any one of the following circumstances:

3.1.1 Contractor fails to make delivery of goods or services as specified in the contract;  
or

3.1.2 Contractor fails to perform any of the provisions of the contract.

- 3.2 **Termination for Convenience:** The City of Bel Aire, Kansas reserves the right to terminate performance of work under any contract awarded in Response to this RFP in whole or in part whenever, for any reason, the City shall determine that the termination is in the best interest of and/or for the convenience of the City. In the event that the City elects to terminate such a contract in the best interest of and/or for the convenience of the City, it shall provide the Bidder/Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice.

- 3.3 **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given to the City shall be **IN WRITING** and addressed as follows, unless otherwise required by law:

**Ty Lasher, City Manager  
City of Bel Aire  
7651 E. Central Park Ave.  
Bel Aire, KS 67226**

- 3.4 **Rights and Remedies:** The City shall be obligated under any contract awarded in Response to this RFP only for those services rendered and the work and materials delivered and accepted prior to the date of termination, subject to any offset by the City for actual damages.

If it is determined, after notice of termination for cause, that Bidder/Contractor's failure was due to causes beyond the control of or negligence of the Bidder/Contractor, the termination shall be a termination for convenience.

The rights and remedies of the City provided for in this RFP shall not be exclusive and are in addition to any other rights and remedies provided by law.

- 3.5 **Force Majeure:** The Bidder/Contractor shall not be held liable if the failure to perform under any contract awarded in Response to this RFP arises out of causes beyond the control of the Bidder/Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Bidder/Contractor's employees, and freight embargoes, etc.

- 3.6 **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the Alliance shall not constitute a waiver.

- 3.7 **Independent Contractor:** Both parties, in the performance under any contract awarded in Response to this RFP, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of the Bidder/ Contractor shall not be construed to be the employees or agents of the City for any purpose whatsoever. The Bidder/Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.
- 3.8 **Staff Qualifications:** The Bidder/ Contractor shall warrant that all persons assigned by it to perform work under any contract awarded in Response to this RFP shall be fully qualified to perform the work required. Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in contract termination and/or damages.
- 3.9 **Conflict of Interest:** No Bidder/Contractor shall knowingly employ, during the period of any contract awarded in Response to this RFP, any personnel who are also an official with or in the employ of the City.
- 3.10 **Confidentiality:** If the Bidder/Contractor needs access to private or confidential data maintained by the City in order carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor may be required to execute a Confidentiality Agreement as part of that contract.
- 3.11 **Nondiscrimination and Workplace Safety:** In carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor shall abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Bidder/Contractor agrees to comply with the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry, and shall comply with all other provisions of K.S.A. 44-1030 in its performance of this agreement. Any violations of applicable laws, rules and regulations may result in a contract termination.
- 3.12 **Environmental Protection:** In carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Bidder/Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
- 3.13 **Hold Harmless:** In carry out its responsibilities under any contract awarded in Response to this RFP, the Bidder/Contractor shall indemnify the City against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of contractual work, caused by the Bidder/Contractor.

The City shall not be precluded from receiving the benefits of any insurance the Bidder/Contractor may carry which provides for indemnification for any loss or damage to property in the Bidder/Contractor's custody and control, where such loss or destruction is



to City property. The Bidder/Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction or damage to City property.

- 3.14 **Cash Basis and Budget Laws:** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.
- 3.15 **Prohibition of Gratuities:** Neither a Bidder nor any person, firm or corporation employed by a bidder in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any City employee at any time.
- 3.16 **Federal, State and Local Taxes:** The City makes no representation as to the exemption from liability of any tax imposed by any governmental entity.
- 3.17 **Governing Law:** This RFP and any contract awarded in Response to this RFP shall be governed by the laws of the State of Kansas and shall be deemed executed at Bel Aire, Sedgwick County, Kansas. By accepting public funding from City, or funding administered by City, Contractor agrees to be subject to the Kansas Open Meetings Act, K.S.A. 75-4317 *et seq.*, and to the Kansas Open Records Act, K.S.A. 45-215 *et seq.* in regard to the provision of these services. This agreement shall be interpreted in conformance with the laws of the State of Kansas.
- 3.18 **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder or under any contract awarded in Response to this RFP in the State of Kansas, District Court of Sedgwick County.
- 3.19 **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
- 3.20 **Competition:** The purpose of this RFP is to seek free and open competition. The bidder shall advise the City when any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the City no later than seven (7) business days prior to the bid closing date.

The City reserves the right to waive minor deviations in the specifications, which do not hinder the intent of this RFP.

- 3.21 **Injunctions:** Should the City be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the City, bidder shall not be entitled to make or assert claim for damage by reason of said delay.
- 3.22 **Acceptance:** No contract provision or use of items by the City shall constitute acceptance or relieve the bidder of liability in respect to any expressed or implied warranties.
- 3.23 **Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued.
- Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal Response package. Pricing information is normally not considered proprietary. The Bidder's entire proposal Response package shall not be considered proprietary.
- 3.24 **Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies.
- 3.25 **Insurance:** At all times during this Contract, Contractor shall provide and maintain comprehensive general liability insurance coverage that is acceptable to the City for the term of the contract in the amount of \$1,000,000 and carry Worker's Compensation. The Successful Bidder will be required to present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the City. The Contractor must list the City as an additional insured on all policies and must be able to provide the City with Insurance Certificates; any Notices of Cancellation on or before the Effective Date and thereafter during the Contract Term, Contractor shall provide the City with current certificates of insurance, executed by a duly authorized representative of each insurer, as evidence of all insurance policies required. Contractor shall be solely responsible for any injuries related to the services performed through this agreement.
- 3.26 **Implied Requirements:** All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included.
- 3.27 **Industry Standards:** If not otherwise provided, materials or work called for in this RFP shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations, which shall apply.
- 3.28 **Prices:** Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the City. Failure to provide available price reductions may result in contract termination.

- 3.29 **Payments:** Payments shall not be made for costs or items not listed in the bidder's bid.
- 3.30 **Certification of Specifications Compliance:** By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in this RFP.
- 3.31 **Award:** Awards will be made by the City based upon the best interest of the City. The successful bidder will be notified in writing by the City. Neither the bidder nor the City is obligated in any way until a Contract has been approved and signed by all parties.
- 3.32 **References:** References may accompany any bid proposal from other persons or entities who have utilized the services that the bidder has included within the bid, and who are qualified to respond to inquiries from City personnel concerning such services.

## **SECTION IV SPECIFICATIONS FOR PROJECT**

### **4.1 DESCRIPTION OF PROJECT**

This Request for Proposal requires that the successful bidder provide solid waste once per week and single stream curbside recycling every other week for all single-family and duplex households in the City of Bel Aire. It will be possible for a contractor to partner or subcontract with another firm to provide the services required pursuant to this request for proposal. If this is done, the name of the proposed partner or subcontracting firm must be clearly identified in the proposal. No partnership or subcontracting will be permitted without the express prior written consent of the City. The applicant receiving the contract award will be responsible for any work of such partner or subcontractor.

#### **4.1.1 DEFINITION OF SOLID WASTE**

Solid waste shall include putrescible waste resulting from the handling, processing, storage, packaging, preparation, sale, cooking and serving of meat, produce and other foods and nonputrescible materials such as paper, tin cans, bottles, glass, ashes, lawn waste and tree waste but not hazardous materials.

#### **4.1.2 SCOPE OF SERVICES**

The scope of services includes, but is not limited to, the following:

- A. Upon commencing service pursuant to this Request for Proposal, provide each single-family and duplex household in the City of Bel Aire with a new 95 gallon or 65 gallon sealable watertight wheeled container appropriate for solid waste curbside collection at no additional cost under the contract. Customer may choose between which size of container they prefer and may change the size at no additional cost. Thereafter, during the term of engagement, maintain said containers in a sealable watertight and properly functioning condition and provide each new single-family and duplex household that moves into the City of Bel Aire with a new 95 gallon or 65 gallon sealable watertight wheeled container appropriate for solid waste curbside collection at no additional cost under the contract. Additional containers shall be made available to customers for an additional monthly charge.
- B. During the term of engagement, provide each single-family and duplex household in the City of Bel Aire with a new 95 gallon sealable watertight wheeled container appropriate for single stream recycling curbside collection at no additional cost under the contract. Thereafter, during the term of engagement, maintain said containers in a sealable watertight and properly functioning condition and provide each new single-family and duplex household that moves into the City of Bel Aire with a new 95 gallon sealable watertight wheeled container appropriate for recycling curbside side collection at no additional cost under the contract. Additional containers shall be made available to customers for an additional fee.

- C. Collect and transport all solid waste in watertight packer trucks which have been inspected and licensed by Sedgwick County, Kansas.
- D. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide solid waste curbside collection for all single-family and duplex households in the City of Bel Aire. Specify the number of additional bags next to cart at no charge.
- E. Every other week during the term of engagement, on the same day that solid waste pickup is provided, between the hours of 6:00 a.m. and 5:00 p.m., provide recyclable curbside collection for all single-family and duplex households in the City of Bel Aire. Materials to be recycled include newspapers, glass (all colors), aluminum, tin, steel, aerosol, plastics (all #'s), cardboard, food boxes, paper bags, magazines, books, office paper and file folders.
- F. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide six (6) solid waste containers and five (5) recyclable containers for collection at the Bel Aire City Hall / Police Station / Senior Center at no additional cost under the contract.
- G. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide six (6) solid waste containers year round, ten (10) solid waste containers from March 1 thru October 31, and three (3) recyclable containers year round for collection at the Bel Aire Recreation Center at no additional cost under the contract.
- H. Provide one (1) portable restroom and one (1) portable handicap restroom at the Bel Aire Recreation Complex with service from April 1 thru October 31 at no additional cost under the contract.
- I. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide one (1) solid waste container, one (1) recyclable container, and one (1) 20 cubic yard roll off for collection at the Bel Aire Public Works Facility at no additional cost under this contract.
- J. Provide one (1) portable handicap restroom at Bel Aire Park with service from March 15 thru November 15 at no additional cost under the contract.
- K. Once a week during the term of engagement, between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday, provide four (4) solid waste containers and two (2) recyclable containers for collection at the Bel Aire Pool from May 1 thru August 31 at no additional cost under the contract.
- L. Twice a year, in May and October, provide bulk curbside collection, throughout the City of Bel Aire, of nonhazardous household materials at no additional cost under the contract.
- M. Provide once per year a shredding event at no additional charge to the City of Bel Aire.

- N. Provide four (6) six solid waste containers and one (1) portable handicap restroom with service for the Bel Aire Spring Festival and Bel Aire Fall Festival. Dates to be determined by the City of Bel Aire.
- O. Record the number of single-family and duplex households in the City of Bel Aire serviced during each month of the term of engagement. This record shall be used for billing and payment purposes pursuant to this Request for Proposal.
- P. Provide the City with current maps with schedules of collection and disposal routes.
- Q. Offer some type of recycling program for residents satisfactory to the City.
- R. Identify holidays that the company will observe and inform both the City and customers of changes in collection schedule resulting in the holiday observance.
- S. Provide rollout service for disabled customers at no charge. For all other customers, this service will be provided at a charge equal to half the basic service rate.
- T. Maintain a business office and telephone service from 8:00 a.m. until 5:00 p.m., Monday through Friday to handle all complaints and other matters concerning the collection business.
- U. Maintain and make available books and records concerning the provision of services and charging for services, pursuant to this request for proposal, for inspection and copying by any authorized officer on behalf of the City of Bel Aire, Kansas.
- V. Maintain liability insurance on all moving equipment to be used within the City of Bel Aire, Kansas with minimum limits of coverage as follows:
  - Bodily injury, each person, \$500,000;
  - Bodily injury, each accident, \$1,000,000; and
  - Public liability and property damage, \$500,000.

#### **4.1.3 PROPOSAL REQUIREMENTS**

The purpose of this Request for Proposals is to demonstrate the qualifications, competency, and capacity of applicants to provide solid waste and recyclable curbside collection once per week for all single-family and duplex households in the City of Bel Aire. Costs may not be the only factor in the selection of a contractor.

The proposal should state the name, location and size of the firm which will provide the services under this proposal and the number and type of equipment that is going to be used to provide the services. The name, location, size and qualifications should also be provided for any partner or subcontractor.

#### **4.1.4 COST/PAYMENT METHODS**

The payment method to the applicant will be a fixed monthly fee per single-family and duplex household in the City of Bel Aire serviced by the applicant.

Each applicant shall bid the fixed monthly fee per single family and duplex household based upon the applicant billing the individual households, and, in the alternative, also bid the fixed monthly fee per single-family and duplex household based upon the applicant providing the City of Bel Aire with only the number of single-family and duplex households served during the month and the City of Bel Aire billing the individual households.

#### **4.1.5 POST AWARD CONDITIONS**

Before a contract is executed, the successful applicant must:

- A. Submit to the City of Bel Aire a detailed list of all vehicles to be used in weekly solid waste and recyclable curbside collection within the City of Bel Aire;
- B. Submit to the City of Bel Aire certificates of inspection and licensing of all packer trucks by Sedgwick County, Kansas;
- C. Submit to the City of Bel Aire certificates of the insurance coverage mandated in this Request for Proposals; and
- D. Negotiate with the City of Bel Aire a detailed route plan for weekly solid waste and recyclable curbside collection within the City of Bel Aire.

#### **4.2 SCOPE OF OPTIONAL SERVICES (IF ANY)**

**Attachment B**  
Letter of Clarification





March 3, 2016

Herschel West  
Waste Connections  
2745 N. Ohio  
Wichita, KS 67219

Dear Herschel:

Thank you for submitting a response to the City of Bel Aire's Request for Proposal (RFP) to provide solid waste and single stream recycle services.

In accordance with Section 1.7 of the RFP which states "the City reserves the right to...clarify any ambiguities in proposals" we would like to provide clarification on the "Scope" listed on page one of the RFP which indicates "the successful applicant will be awarded a 5 year contract to exclusively provide solid waste and recyclable curbside collection...within the City of Bel Aire."

To clarify, the word "exclusively" means that the applicant would be the exclusive vendor to contract with the City for solid waste (refuse) and single stream recycling services, however citizens would still have the option to utilize another provider for solid waste services if they so choose. The City of Bel Aire would like to ensure applicants are aware they will be the exclusive provider of residential curbside single stream recycling and the preferred refuse collection and disposal services to the City, but not the exclusive provider of residential refuse collection to every resident in the City (verbiage similar to the agreements Waste Connections currently has with Andover and Park City). The City currently has 2,459 accounts billed for recycling on a monthly basis and 2,294 accounts billed for refuse collection on a monthly basis.

In accordance with Section 1.7 of the RFP which states "the City reserves the right to...clarify any ambiguities in proposals" we would like to ask for clarification on the following three items under Section IV, Specifications for Project, Subsection 4.1.2 Scope of Services:

- B. Please provide the amount of the additional fee that will be charged for an additional 95-gallon recycling cart.

- I. The 20 cubic yard roll off container for collection was to be at no additional cost, however the proposal indicates "the City will be responsible for disposal cost." Please clarify.
- P. Please indicate if you will provide the City with current maps with schedules of collection and disposal routes.

In accordance with Section 1.7 of the RFP which states "the City reserves the right to...clarify any ambiguities in proposals" we would like to ask for clarification on the following item under Section IV, Specifications for Project, Subsection 4.1.4 Cost/Payment Methods:

Please provide a breakdown of the fixed monthly fees that were included in your proposal. Specifically, we are looking to identify the cost of recycling service separately from the cost of refuse service because residents are able to select an alternative refuse provider.

If you could please provide a response to these questions in writing no later than 9am on Monday, March 7<sup>th</sup>, it will allow us to provide adequate information to our governing body to facilitate their decision making process.

Please feel free to contact me if you have questions and thank you again for your interest in continuing your partnership with the City of Bel Aire.

Sincerely,



Ty Lasher  
City Manager  
City of Bel Aire  
7651 E. Central Park Ave.  
Bel Aire, KS 67226  
316-744-2451 ext. 217  
[tlasher@belaireks.gov](mailto:tlasher@belaireks.gov)

**Attachment C**  
**Bid Proposal**

## SIGNATURE SHEET

Item: Services for the City of Bel Aire, Kansas

Closing Date: March 2, 2016, 5:00 PM

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

Addenda: The undersigned acknowledges receipt of the following addenda:

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

Legal Name of Person, Firm or Corporation WASTE CONNECTIONS OF KANSAS, INC.

Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax 316-838-1856

E-Mail herschelw@wasteconnections.com

Mailing Address 2745 N. OTTAWA

City & State WICHITA, KS. Zip Code 67219

FEIN Number 860990704

Signature [Signature] Date 3/2/16

Typed Name of Signature Herschel West Title District Sales Manager

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

Name Herschel West

Address 2745 N. OTTAWA

City & State WICHITA, KS. Zip Code 67219

Toll Free Telephone 800-388-5902 Local 316-838-4973 Fax 316-838-1856

E-Mail herschelw@wasteconnections.com

Website www.wasteconnectionswichita.com



WASTE CONNECTIONS INC.  
*Connect with the Future®*

***City of Bel Aire,***  
**Kansas**

Original  
Proposal for:

**Residential Solid Waste and Single Stream Recyclables**

March 2<sup>nd</sup>, 2016  
Submitted by:

**WASTE CONNECTIONS OF KANSAS, INC.**

**Wichita District**

2745 N. Ohio St  
Wichita, Ks. 67219  
316-838-4920  
316-838-5323

Herschel West  
Municipal Marketing Manager  
Waste Connections of Kansas, Inc.  
316-838-4973  
Cell-316-253-8023  
[Herschelw@wasteconnections.com](mailto:Herschelw@wasteconnections.com)



Proposal is being submitted by:

Waste Connections of Kansas Inc. (WCI) FEIN# 860990704

2745 N. Ohio Wichita, Ks. 67219 (316) 838-4920 or (800) 388-5902

Thank you for allowing Waste Connections of Kansas, Inc. (WCI) the opportunity to propose solid waste collection service for the City of Bel Aire, Kansas. We at Waste Connections are confident that your community would benefit from our experience and commitment to provide quality service to our customers.

Waste Connections of Kansas Inc. has 375 full time employees with multiple locations throughout the state of Kansas. Waste Connections of Kansas Inc. will service this proposal with trucks from existing Fleet of 130 vehicles located in Wichita, Kansas. For trash collection we will use 20-25 cubic yard watertight rear-loader or side-loader trucks. All trucks are of modern vintage, and are in good working condition to service the City of Bel Aire in a timely & professional matter. WCI will also use watertight 95 or 65 – gallon carts for trash and 95 gallon carts for recycling. Wichita Hauling has been in the business of hauling Solid Waste for 50 years. Waste Connections is currently servicing 72 municipalities in Kansas & Oklahoma.

A few of the Municipalities are Hutchinson, Derby, Park City, Kingman and Eureka, Ks. Waste Connections of Kansas Inc. is a wholly owned subsidiary of Waste Connections Inc. a Publicly traded company on the New York Stock Exchange.

### **Executive Summary**

In selecting Waste Connections, you are assured of receiving the following important benefits with our service. WCI believes that we can meet all goals that the City of Bel Aire is looking for their Solid Waste Collections & Transportation:

Currently Waste Connections of Kansas, Inc. is servicing over 72 Municipalities in Kansas and Oklahoma for over 20 years, and are currently servicing over 60,000 residents on a subscription basis in the Wichita area. With this experience, Waste Connections is very confident that we can continue to provide the same great service we have been providing for the past 6 years, and will not have any problems servicing the 2500 residents of the City of Bel Aire.

### **Corporate Overview & History**

Waste Connections is an integrated solid waste services company that provides solid waste collection, transfer, disposal and recycling services in mostly secondary markets in the Western and Southern U.S. The Company serves more than two (2) million residents, commercial and industrial customers from a network of operations in 38 states.

Our services focus on Cities and Towns where we can provide either non-integrated or integrated solid waste services under exclusive arrangements. The ability to form long-term relationships with our Municipalities provide more stability for long term Landfill Security for each City and Town we serve, and a more long term stable rate structure. We are a leading provider of solid waste services in most of our markets, and approximately 50% of our revenues are derived from market areas where we have franchise or exclusive rights to provide our waste services.

We strive to provide services excellence for those communities that place their trust in our company and are always dedicated to putting our customers first. We look to technology and growth to help our customers, employees and shareholders "Connect with the Future". As a public company we have the resources to meet every customer's needs in a cost effective and environmentally compatible manner. We understand the markets, the philosophy and the unique needs of the customer we serve whether they are industry, commercial accounts, municipal jurisdictions or individual subscribers.

### **Background**

The Company was founded in 1997 by a dedicated group of industry professionals with over 50 years of industry experience through the purchase of five operations in Washington and Idaho from Browning-Ferris Industries. The company rapidly expanded into California market in early 1998 and now has operations throughout 38 states serving two (2) million customers located primarily in the Western and Southern United States. Waste Connections went public in May of 1998 and is traded on the NYSE exchange under the symbol WCN. The Wichita Hauling Company has been servicing our customers for over 50 years. The last 19 years we have been operating under Waste Connections of Kansas, Inc.

### **Growth**

Waste Connections has grown through a combination of both organic growth in our existing markets and acquisitions of selected companies in high growth markets. Operations are typically enhanced through the introduction of modernized fleets, technology, management support and the capital that comes from being part of a public traded company. We look to grow rapidly within your community through expanding the range of services we offer and by helping our local managers to continue the success they have built locally. As we grow, whether by adding services for your City or through your City's internal growth and annexation, we seek to constantly upgrade our level of customer service.

**Customers**

Our Customers range from individual resident subscribers to county and city contacts and include industrial and commercial accounts, contracts with homeowners associations, apartment owners and mobile home operators. We have a market-based strategy for servicing our customers to provide the most cost effective solution depending on local regulations and solid waste management practices. We can best serve our customers and provide the most cost-effective solution through having in integrated company with collection, transfer and disposal.

**Safety and the Environment**

We are committed to improve the environment for the future of the communities we live in and serve. We believe that our services play an integral part of improving the environment and we are always mindful of having the most cost-effective waste management for our customers. In addition we are committed to the safety of our workers and have programs in place to continually upgrade our risk management and environmental policies.

**Waste Connections of Kansas, Inc Staff Qualifications / Resume Brief of Key Personnel**

Waste Connections of Kansas key employees have assembled a management team that has gained extensive and proven hands on experience managing every aspect of Solid Waste Collection, Transportation and Disposal Service Operations. All key operations managers hold a CDL license in the event of an emergency. These employees will play in instrumental role in the start up and management of the City of Bel Aire Contract. A listing of WCI key managerial team is as follows.

**Eric Bergin – District Manager** / Fifteen years in the solid waste industry working for various waste collection companies throughout the United States. Overseeing all Department Managers, 130 Commercial and Residential drivers.

**Jeff Hays – Operations Manager** / Twenty one years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 130 Commercial & Residential drivers.

**Herschel West – District Sales Manager** / Fourteen years in the solid waste industry working for Waste Connections of Kansas Inc. Overseeing over 7000 commercial customers, 4 Sales Representative and 72 Municipalities in Kansas & Oklahoma.

**Mark Perez – Division Controller** / Fourteen years in the solid waste industry working for Waste Connections of Kansas Inc. Overseeing 2 hauling companies, 2 landfills, Wichita Recycling Center & Transfer Station. Graduated Wichita State University –Undergrad & Baker University / MBA. Twenty one years of financial experience.

**Brain DeBaun – Commercial Supervisor** / Twenty one years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 110 Commercial & Residential drivers.

**Karl Brown – Residential Manager** / Twenty years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 33 Residential drivers

**Eric Zerger – Residential Manager** / Twelve years in the solid waste industry working for BFI, Allied Waste and Waste Connections of Kansas, Inc. Overseeing 33 Residential drivers



**Tiffanie Bauder – Residential Customer Service Manager** / Twenty years in the solid waste industry working for SS Express and Waste Connections of Kansas Inc. Overseeing 10 Customer Service Representatives, and over 60,000 residential customers. Graduated Wichita State University.

**Valerie Smith – Billing Administrator** / Fourteen years in the solid waste industry. Responsible for commercial collections and A/R. Overseeing 3 Commercial Customer Service Representatives. Graduated Wichita State University

**Laura Vickers – Residential Dispatch** / Twenty four years in the solid waste industry. Started in Residential Customer Service for 3 years. Payroll for 4 years, and Residential Dispatch for 15 years. Overseeing 45 routes for trash & recycling.

WCI will provide the City of Bel Aire with a list of Waste Connections staff. We will give you office numbers, cell phone numbers, email addresses and even home numbers to reach us 24 hours of any day. Seven days a week.

Waste Connections of Kansas, Inc currently employs 375 employees. One of the key factors that set Waste Connections of Kansas, Inc. apart from competitors is the skill of our drivers. We know that our driver is the member of our team who is most frequently in contact with residents. As a result, our drivers are seasoned and continually trained to safely operate all equipment and work with all people they encounter in a professional manner. Drivers are rewarded with Safety bonuses and for practicing “**The Waste Connections Operation Values**”. Every driver and Operations manager is CDL certified and subject to random drug and alcohol testing. We hold weekly Safety and Service meetings. Continuing education and training is required of Drivers as well as all other employees. All drivers will be in uniform and all equipment will have neat and tidy appearance. (See Waste Connections Operating Values / Page #10)

#### **Understanding of Local Conditions**

Up-to-date knowledge of Federal, State and local laws that could affect the way the City of Bel Aire views its waste needs.

WCI’s commitment to our environment by transporting and disposing of the material collected in accordance with Federal, State and local government’s laws.

Ongoing knowledge of the waste industry’s changing laws and technologies.

### **Customer Service and Communications Program Commitments**

1. If the City of Bel Aire has complaints or other issues the City can call our Residential Customer Service number between the hours of 8:00 am – 5:00 pm., or go online to our website at [wasteconnectionswichita.com](http://wasteconnectionswichita.com)
2. Our driver will also stop by the City Hall Office at the end of his route each week to receive any complaints or request the City may have received directly. Depending on the nature of the service request, the driver will resolve before leaving the city, or after review with supervisor, resolve with 24 hours. Uniformed drivers for easy recognition of WCI employees. Clean and well-maintained equipment for a professional appearance, easy company identification, and reliable service.
3. Dedicated Municipal Email Address: [Kansasmuni@wcnx.org](mailto:Kansasmuni@wcnx.org)  
This email goes to Tiffanie Bauder (Residential Customer Service Manager) and Lead Customer Service Representative if you have any questions or service issues for Customer Service.

### **Nondiscrimination and Affirmative Action**

Waste Connections currently has in force a policy regarding non-discrimination in hiring and promotion of employees without regard to their race, religion, handicaps, sex, color or national origin.

Waste Connections of Kansas is an Equal Opportunity Employer and maintains an Affirmative Action Plan in accordance with Executive Order 11246. This plan includes Affirmative Action for Woman, Minorities, Covered Veterans and Persons with Disabilities. No deficiencies or problem areas have been identified in the most recent plan (January 1, 2008 to December 31, 2008.) Waste Connections of Kansas is committed to compliance with all applicable laws providing equal employment opportunities. Questions can be directed to EEO/AAP Officer Susan Metzger, Waste Connections, Inc, 10001 Woodlands Forest Dr., Suite 400, The Woodlands, Tx. 77380.

## **Environmental Policy**

Ensuring that all WCI employees understand that the Company is committed to environmental excellence in the operation and maintenance of facilities, including providing the appropriate support to all technical employees, policies, and programs to ensure compliance with all applicable laws and regulations.

We have a number of specific environmental policies, including:

1. Environmental Excellence (ENG-P001)
2. Corporate and Region Responsibilities concerning environmental protection (ENG-P002; ENG-P003)
3. Groundwater Quality Program (ENG-P004)
4. Training and Goals for Technical Personnel (ENG-P005; ENG-P006)
5. Value Engineering (ENG-P007)
6. Notification of Critical Events (ENG-P009)
7. Waste Acceptance (ENG-P010)
8. Environmental Audit Program and Regulatory Compliance (ENG-P011; ENG-P015)

In addition to our broad scope of environmental policies, WCI lives a set of Core Operating Values that promote Environmental Protection (Number 1 – Safety; Number 2 – Integrity). (WCI Operating Values page #10)

**When we will collect.** We will make curbside collections once a week for trash and every other week for single stream recycle between the hours of 6:00 a.m. to 5:00 p.m. each week. If your scheduled collection day falls on or after a holiday, collection will be delayed by one day (Friday customers will have their collection on Saturday). The holidays we observe are New Year's Day, Thanksgiving, and Christmas. Should there be a permanent change in your scheduled collection day, we will notify you in advance. If we miss your collection, please call us and we will return to pick it up, without charge, on the same day if the driver is still in the City of Bel Aire. If driver has already left the City of Bel Aire WCI will pick up the missed stop the following week. We will resolve any other complaints within the same time period.

### **What we will not collect.**

We will not collect liquid hazardous waste, including paints, pesticides, petroleum derivatives such as motor oil and solvents. Explosive items also will not be accepted. If these items are identified in your trash, the unaccepted items will be set aside and not taken.

**Where we will pick up.** You must set your carts at the curb. If we agreed to collect on private driveways or pavement, we will ask you to sign a waiver of damage liability and/or indemnification.

**Weight limitations of carts.** The weight limit for each automated cart is as follows: 95- gallon Cart = 200 lbs

**Replacement/removal/repair.** All replacements, repairs and removals will take place on the residents next schedule collection day at no charge. The same service pertains with carts with graffiti.

**Where you can contact us.** You may call us regarding service or complaints toll free at 1-800-388-5902 or 316-838-4920 for residential customer service. Between 8:00 a.m. and 5:00 p.m. weekdays, except holidays and from 8:00 a.m. to 12:00 p.m. (noon) on Saturdays. You may come to our office located at 2745 N. Ohio St. N. Wichita, Ks. 67219 or you may mail correspondence to our office address.

**We do not discriminate.** If you are entitled to service, we will not discriminate against you on account of race, creed, color, sex, gender, national origin, ancestry, religion, age, physical or mental disability, marital status, or political affiliation.

**Rights of Privacy.** We will observe and protect your rights of privacy and trade secrets. Unless you give us permission, we will not reveal any information identifying you or the composition or contents of your solid waste to any person except City or if required by law.

All WCI employees will wear uniforms and all equipment will have a neat and tidy appearance.

Waste Connections of Kansas, Inc. would like to provide The City of Bel Aire three (3) options for Residential solid waste and single stream recyclable service.

**Option #1 - Contract length of 5 years**

1- 95-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service  
Cost **\$14.00** per month. Up to three additional bags are allowed at no cost.

1- 65-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service  
Cost **\$13.00** per month. (Extra bags will be \$1 per bag.)

**Option #2 - Contract length of 7 years**

1- 95-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service  
Cost **\$13.25** per month. Up to three additional bags are allowed at no cost.

1- 65-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service  
Cost **\$12.25** per month (Extra bags will be \$1 per bag.)

**Option #3 - Contract length of 10 years**

1- 95-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service  
Cost **\$12.50** per month. Up to three additional bags are allowed at no cost.

1- 65-Gallon weekly curbside trash service and 1-95 Gallon every other week curbside recycling service  
Cost **\$11.50** per month (Extra bags will be \$1 per bag.)

Rollout service for disabled customer at no charge. For all other customers, this service will be provided at a charge equal to half the basic service rate.

2<sup>nd</sup> 95-gallon trash cart service – Cost \$5.00 per month

(WCI will provide carts for curbside Trash & RecycleBank Service)

Bulky Items - \$15 each (Furniture/Appliances- free of CFC's and HCFC's Refrigerants by a certified refrigeration technician.)

List of all items included in single stream recycling program.

- Corrugated Cardboard
- Chip Board – Cereal, pop, shoe, boxes etc.
- Newspapers / Magazines / Junk Mail / Phone Books
- Other Light Colored Papers
- Plastics #1-#7
- Steel Cans
- Aluminum Cans
- Clean Aluminum Foil
- Glass (Glass Food Containers) brown, clear, green & etc

WCI will provide **FREE** service to all City owned facilities and events;

- Bel Aire Recreation Center. – Trash carts and portable restroom services
- Bel Aire Public Works Facility – Trash, recycle carts and 20yd roll off (City responsible for disposal cost)
- Bel Aire Park – Portable restroom
- Bel Aire Pool – Trash and recycle carts
- City Wide Clean Ups-Spring & Fall – WCI will provide trucks and drivers for bulk curbside collection through out the City of Bel Aire, of nonhazardous materials.
- Shredding event once per year.
- Bel Aire Spring and Fall Festival – Trash Carts and portable restroom service.

# **Waste Connections of Kansas, Inc. Wichita Hauling Company**

## **Statement of Operating Values**



**Safety.** We strive to assure complete safety of our employees, our customers and the public in all of our operations. Protection from accident or injury is paramount in all we do.

**Integrity.** We define integrity as "saying what you will do and then doing it." We keep our promises to our customers, our employees and our stockholders. Do the right thing, at the right time, for the right reason.

**Customer Service.** We provide our customers the best possible service in a courteous, effective manner, showing respect for those we are fortunate to serve.

**To be a Great Place To Work.** We maintain a growth culture where our employees can maximize their potential personally and professionally. Our objective is to provide an environment where people enjoy what they do and take pride in their work. We wish to embody a work hard, play harder culture.

**To be the Premier Solid Waste Services Company in Wichita, Kansas.** We continue to provide superior returns, remain environmentally responsible, and continue to grow in a disciplined way, deploying resources intelligently and benefiting communities we live in.