

100 W Fourth Ave. • P.O. Box 129 • (620) 879-2772  
Caney, Kansas 67333  
www.Caney.com

July 5, 2023

## **REQUEST FOR SOLID WASTE COLLECTION SERVICES**

The City of Caney is seeking bids for residential solid waste and the collection of solid waste at City-owned facilities. Bid specifications and bid forms are included in this packet.

**Bids are to be addressed to the City Clerk's Office, 100 W. 4<sup>th</sup> Ave., P.O. Box 129, Caney, KS 67333. Bids must be submitted in sealed envelopes marked "Solid Waste Collection Bid" to the City Clerk by 2:00 p.m. on Friday, September 1, 2023. The bid opening will be immediately following the submittal deadline in the City Council Chambers. Faxed or emailed bids will not be accepted.**

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City, including the right to award separate service contracts to separate service providers for Residential service and City Owned Facility service. The City will have the final decision in all matters regarding acceptance of bids and issuance of awards.

The City of Caney, being an equal opportunity employer, will not discriminate against any bidder because of race, color, religion, sex or national origin; any person or group, which enters into a contract with the City of Caney, must agree to comply with any and all applicable federal and state laws regarding the prohibition of discrimination. All bidders, by placing a bid, shall accept the affirmative duty to ascertain and comply with such laws.

Please direct inquiries to Amber Dean, 620-879-2772, email [cityclerk@caney.kscoxmail.com](mailto:cityclerk@caney.kscoxmail.com),

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## RESIDENTIAL SOLID WASTE COLLECTION BID SPECIFICATIONS

The City of Caney, Kansas, is seeking bids for residential solid waste collection within the city limits and within any territory lawfully annexed subsequent to this date, and the collection of solid waste at City-owned facilities.

Bids are requested as follows:

1. Curbside and alley pick up (where possible) for residential solid waste, to include bulky waste pick-up as provided herein
2. Pick up of solid waste at City-owned facilities. The number and size of dumpster/polycarts needed at each location, as well as the number of pick-ups requested per week, are indicated on the enclosed bid sheet.

### TERMS:

1. *Term of Contract* - Three (3) years, commencing December 1, 2023, and ending November 30, 2026; provided, the City reserves the right to adjust the commencement and ending dates of the Contract.
2. *Contractor Obligation* – Contractor shall collect, remove, and dispose of all residential solid waste according to and as required by City and shall furnish all labor, vehicles, tools, equipment, and other necessary facilities therefor. Contractor shall at all times comply with applicable local, state and federal regulations.
3. *City Obligation* – City shall be responsible for residential billing and collection for solid waste collection services that are subject to the Contract.
4. *Performance Bond* – **The bid shall be accompanied by a commitment for a performance bond with a corporate surety by a company with an A.M. Best rating of B+ or better, or a letter of credit from a financial institution authorized to issue letters of credit, in an amount equal to fifty percent (50%) of the annual contract sum.** The Contractor shall pay all premiums chargeable for the bond or letter of credit. The bond or letter of credit shall specify that it is non-cancelable for the period of the contract.
5. *Residential Waste Collection* – The base rate shall include the following for a once per week waste collection service:

*Household/Residential Waste* - The Contractor shall collect all household/residential solid waste, including building materials from minor remodeling projects, set out for collection for landfill disposal;

*Yard Waste* – Contractor shall collect all properly discarded leaves, grass clippings, brush and tree limbs.

*Bulky Items* – A scheduled “bulky day” pick up will be done for each residence once per month. Additionally, residents may call to schedule a special bulky item pick up once per quarter. When a resident calls for a special pick up, contractor must do so within a

48-hour time period of the residential request. Items accepted shall include, but are not limited to, furniture, carpeting, appliances (including hot water tanks), televisions, and mattresses. Items that will not be accepted are tires, liquid paint, automotive batteries, motor oil, railroad ties, chemicals and hazardous materials. The residential customer is responsible for the removal of any Freon from appliances prior to pick-up.

6. *Dwelling Description* – A residential solid waste pick up shall be defined as any single-family dwelling, or any two-family dwelling (duplex). Apartment complexes shall be exempt from this bid and subsequent contract.

***Current Customer Counts (as of 06/23/21):***

<b><i>Regular Dwelling Units</i></b>	<b>876</b>
<b><i>2-yard dumpster</i></b>	<b>24</b>
<b><i>3-yard dumpster</i></b>	<b>15</b>
<b><i>4-yard dumpster</i></b>	<b>2</b>
<b><i>6-yard dumpster</i></b>	<b>11</b>
<b><i>8-yard dumpster</i></b>	<b>6</b>

The actual number of residential users, and the actual address serviced and billed under this solid waste collection plan shall be determined by the City.

7. *Generation of Materials* – Because of future increases or decreases in the population, number of dwellings or generation of waste and other materials in the City, the amounts of waste to be generated cannot be guaranteed. It is expected that Contractors will formulate their own projections of amounts of waste to be generated and collected for the purposes of submitting a proposal.
8. *Carts/Dumpsters* – Contractor shall provide and maintain a **96-gallon cart/dumpster** to all dwellings receiving services under the Contract. All costs shall be included in the unit bid price for service. Carts shall be consistent in size, shape, and color for the duration of the contract.
9. *Disposal* – All solid waste collected by the Contractor shall be disposed of at a processing facility or disposal area approved by the City and complying fully with all requirements of the State in which the landfill is located.
10. *Holidays/Weather* – If a designated holiday occurs, or falls on a weekday, such that the employees of the Contractor will not be required to work upon such holiday, or if inclement weather prevents a scheduled collection, then the collection ordinarily made on such day shall be made by the Contractor on the next day and using Saturday to get back on schedule. It is the intent of this provision that the occurrence of said holiday or weather event shall not prevent the Contractor from making one (1) collection per week per customer served. Inclement weather is considered snowfall and or ice that prevent the trucks from running in a safe and reasonable manner.
11. *Missed pick up* – All reported missed trash pick-ups shall be picked up within 24 hours of the missed collection date. If the Contractor fails to meet the cure requirement, the City may, at its option, perform the collection and charge the Contractor \$200 per occurrence. Contractor shall not be required to pay any of such sums, if such failure or refusal shall be caused by an event beyond the reasonable control of the Contractor.
12. *Performance Standards* – The Contractor shall be subject to the following customer service standards:

- a. Solid waste shall be collected according to a schedule approved by the City.
  - b. The Contractor shall make efforts to minimize complaints per refuse crew to no more than ten (10) per month.
13. *Maintenance of Equipment* – Contractor agrees to keep its vehicles, tools, and equipment (including carts) in good condition, repair and working order.
  14. *Collection Times* – All residential trash and shall be picked up between 5:00 a.m. and 7:00 p.m., Monday through Friday, subject to the provisions of Section 10 hereof.
  15. *Toll-Free Telephone* – Contractor shall maintain a toll-free telephone line staffed no less than 8:00 a.m. to 5:00 p.m. Monday through Friday by a supervisor with authority to handle problems or complaints as they may arise, brought to their attention by the City or by residential customers. During non-business hours, the telephone shall be maintained by an answering machine or answering service.
  16. *Indemnity and Insurance* – To the extent permitted by law, the Contractor shall indemnify and save harmless the City of Caney, its officers, employees, agents and assigns from any liability, claim, damage, or cause or action which may be sustained or asserted against said City as the result, directly or indirectly, of the performance or failure to perform by the Contractor, and shall reimburse the City for any and all costs, including attorney’s fees, asserted or sustained against the City.

The Contractor further agrees to purchase and maintain during the life of this contract the following insurance:

- a. Liability insurance naming the City as an additional insured with policy limits acceptable to the City, which shall be a minimum of \$1,000,000.00.
  - b. Worker’s Compensation meeting the statutory requirements of the State of Kansas.
17. *Liquidated Damages* – Contractor shall pay the sum of \$4,000 as liquidated damages to the City for each and every day that the Contractor shall fail or refuse to perform its duties and obligations under the terms of the contract, the parties agreeing that the City’s actual damages would be difficult if not impossible to ascertain. The Contractor shall be excused from the payment of such damages if due to an event beyond the reasonable control of the Contractor. Mechanical failure shall not be considered an event beyond the reasonable control of the Contractor.
  18. *Failure to Perform* – In the event the Contractor shall fail or refuse to perform -its duties and obligations hereunder, or shall become insolvent, or shall become the subject of a proceeding in bankruptcy, or shall become the subject of any proceeding for the appointment of a receiver, or in the event of assignment of this Contract for the benefit of Contractor’s creditors, or the taking of its trucks, equipment, vehicles or other facilities used in connection with the performance of the work under any execution against Contractor, then the City may declare Contractor to be in breach of this agreement and, upon five (5) days written notice to the Contractor by regular mail, facsimile or served personally upon the Contractor, may terminate the agreement. Upon such termination, the City shall be entitled to recover damages and take such other actions and seek other remedies as may be permitted by law; and the liquidated damages provision in Paragraph 17 of these bid specifications shall not limit Contractor’s liability.
  19. *Transfer of Contract/Duties* – The contract is non-assignable and non-transferable by Contractor

without prior written consent of the City. A subcontractor of the Contractor cannot be used without the prior written consent of the City.

20. *Contractor Experience* – Information regarding the experience of the Contractor as a company and for the manager in charge shall accompany each bid. If the Contractor is a multi-location trash hauler, the bid shall include information on locations other than the Caney area.

21. *Landfill Services* – All costs of landfill services, if any, shall be paid by the Contractor.

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# City of Caney Residential Solid Waste Collection Cart Contents Only

**Option 1**

*Curb-Side Pick-Up, No Staffing Minimum,  
Single Rear Axle Truck*

**Residential Unit**

2-yard dumpster

3-yard dumpster

4-yard dumpster

6-yard dumpster

8-yard dumpster

**Additional Poly-Cart**

**Disability/ at door service**

	Bid
	\$
	\$
	\$
	\$

**Option 2**

*Curb-Side Pick-Up, No Staffing Minimum,  
Tandem Rear Axle Truck*

**Residential Unit**

2-yard dumpster

3-yard dumpster

4-yard dumpster

6-yard dumpster

8-yard dumpster

**Additional Poly-Cart**

**Disability/ at door service**

	Bid
	\$
	\$
	\$
	\$

**Option 3**

*Alley Pick-Up (where possible), No Staffing  
Minimum, Single Rear Axle Truck*

**Residential Unit**

2-yard dumpster

3-yard dumpster

4-yard dumpster

6-yard dumpster

8-yard dumpster

**Additional Poly-Cart**

**Disability/ at door service**

	Bid
	\$
	\$
	\$
	\$

**Option 4**

*Alley Pick-Up (where possible), No Staffing  
Minimum, Tandem Rear Axle Truck*

**Residential Unit**

2-yard dumpster

3-yard dumpster

4-yard dumpster

6-yard dumpster

8-yard dumpster

**Additional Poly-Cart**

**Disability/ at door service**

	Bid
	\$
	\$
	\$
	\$

