



## SOLID WASTE

### LEAVENWORTH COUNTY SOLID WASTE REQUEST FOR PROPOSAL (RFP)

**Purpose of RFP:**

Hauling and disposal of Non-Hazardous MSW and C&D waste.

**RFP Description:**

Hauling and disposal of Non-Hazardous MSW and C&D waste from the Leavenworth County Transfer Station.

**Department:**

Solid Waste

**Contacts:**

Tammy Saldivar, Transfer Station Director  
913.727.2858  
Email: [tsaldivar@leavenworthcounty.gov](mailto:tsaldivar@leavenworthcounty.gov)

Jim Anderson, Transfer Station Facility Lead  
913.683.0932  
Email: [JAnderson2@leavenworthcounty.gov](mailto:JAnderson2@leavenworthcounty.gov)

**Site Visit Requirements:**

Interested parties are strongly encouraged to visit the Leavenworth County Transfer Station, located at **24967 136th St., Lansing, Kansas 66043** to view the operations. This will familiarize the prospective vendors with the layout, pit location and size, trailer stockpile and staging areas. As well as a general overview of how Solid Waste transfer is handled by Leavenworth County.

**Copy Requirements:**

Please submit 3 hard copies of proposal.

**Due Date & Time:**

September 8, 2022 by 10:30 a.m.

**Submit to Address:**

Mail to: Leavenworth County Clerk  
300 Walnut, Suite 106  
Leavenworth, KS 66048

Hand Deliver: Leavenworth County Clerk  
300 Walnut, Suite 106  
Leavenworth, KS 66048

Leavenworth County Solid Waste  
Request for Proposal (RFP) for  
MSW and C& D Hauling and Disposal Services  
Contract Specifications

Leavenworth County hereby requests proposals from organizations or companies to provide for hauling and disposal services for Non-Hazardous Municipal Solid Waste (MSW), Construction and Demolition Waste (C&D) and occasional special waste to approved landfill from the Leavenworth County Transfer Station located at 24967 136<sup>th</sup> St., Lansing, Kansas 66043.

**SCOPE OF SERVICES AND CONTRACT REQUIREMENTS:**

- A. Term for the contract will begin January 1, 2023.
- B. The initial contract will be for a (2) year period, with three (3) annual renewal options. The terms of the contract will be reviewed on an annual basis and contract revisions will be implemented based on mutual consent of the contractor and the county. Annual extensions of the contract beyond the initial five-year period are possible with mutual agreement between the contractors and Leavenworth County.
- C. The County's Transfer Station operates year-round, excluding predetermined holidays as established by the County. The county reserves the right to close the solid waste transfer station during extreme adverse weather conditions. Weekend hauling shall be provided at the base contract rate and should be anticipated as part of the contract.
- D. The Leavenworth County Transfer Station has operated with the following volumes for the past three years. It is anticipated that the waste stream will maintain at this level, but there is no guarantee. Loading at the Transfer Station is subject to seasonal load variations, but currently averages 120 ton per day with typical peaks of 200 ton or more, and lows of 70 ton. Daily loading is determined by independent trash haulers and the public thus resulting in "heavy" loading days and "light" loading days.
  - a. 2021 34,468 tons of Solid Waste – 53 tons of Special Waste (Grit)
  - b. 2020 27,853 tons of Solid Waste – 50 tons of Special Waste (Grit)
  - c. 2019 31,075 tons of Solid Waste – 85 tons of Special Waste (Grit)

- E. The contract may contain a provision providing for defaults in the service of the contract. Thirty (30) days' notice will be given to cure all defaults in the service of the contract or an option of termination will be used.
- F. The contractor will provide an adequate number of trailers with tarps at the beginning of each day to accommodate uninterrupted waste deposition by transfer station staff. Spare trailers will be provided to ensure adequate waste collection capacity in accordance with State regulations at no additional cost to the county. Waste volumes typically increase from April to November annually.
- G. Failure of the contractor to provide adequate trailers during operations shall be considered actual damage to Leavenworth County. Contractor shall provide enough spare trailers to accommodate uninterrupted waste disposal by customers and be assessed liquidated damages of \$1,000.00 for each event that halts and or shuts down movement of solid waste during business hours through the Transfer station and be considered in breach of contract.
- H. Trailers shall have a minimum volume to haul of at least 20 tons. Trailers shall be the standard width, of a height not less than (13) feet and a length of not less than forty-nine feet.
- I. Leavenworth County will provide a vehicle to move trailers in and out of pit at the solid waste transfer station.
- J. Leavenworth County shall maintain ownership of the solid waste being transported while such solid waste is on the premises of the transfer station facility. Upon the removal of the solid waste from the premises of the transfer station facility ownership shall transfer to contractor.
- K. The contractor will be allowed to operate outside of operating hours and will be issued a key to gain access to the solid waste transfer station. Contractor will ensure the physical security of the Transfer Station while operating on the premises outside normal hours and ensure facility is secure upon departure.
- L. The contractor agrees to designate a contact person, persons or other trailer dispatch system and provide contact information to include telephone number, email, etc.... This point of contact shall be available during normal transfer station operating times.
- M. Billing will be provided showing loads hauled for the month. Format will show the day, the trailer number, the manual ticket number, the tonnage per trailer and the total cost per ton per trailer for load disposal and hauling.

- N. Bid pricing will be all inclusive hauling, disposal and any fees. No additional fees will be accepted by Leavenworth County once the contract has been adopted. A fuel surcharge rate may be supplied as part of the bid for consideration to offset disposal fees.
- O. The Contractor shall not sublet or assign this contract in whole or part without the written authorization from the Leavenworth Board of County Commission.
- P. The contractor must be equipped and ready to initiate the solid waste hauling and disposal upon execution of the contract with the county.

**PROTECTION TO LEAVENWORTH COUNTY:**

- A. Contractor shall abide and adhere to the County's Solid Waste Operating plan approved by KDHE.
- B. The Contractor must comply with all rules and regulations established by local, state and federal laws. The Contractor shall be responsible for all permits required to provide this service.
- C. The Contractor will indemnify, save harmless, and provide legal defense for the County, its officers, agents and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees incident to any work done in the performance of the contract arising out of a willful or negligent act or omission of the contractor, its officers, agents and employees; provided, however that the contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expense, and attorney's fees arising out of willful or negligent act or omission of the County, its offices, agents and employees.
- D. Contractor shall obtain and maintain, at all times during the term of the contract, comprehensive liability insurance in an amount of not less than \$1,000,000, per occurrence, from and insurance carrier acceptable to the county, to cover the operations of contractor under the contract and shall cause the county to be a named co-insured. Contractor shall provide proof of such insurance to the county.
- E. The contractor is solely responsible for hauling the waste to the approved disposal facility, for any cleanup costs for spillage, for litter control, for any liabilities arising out of accidents, and for any fees or fines connected with operations, transport or unloading.
- F. The contractor shall take title to and ownership of the County's waste upon its removal from the premises of the transfer station facility and is solely responsible for its disposal after that time, for all future closure and post closure costs, for any liabilities arising out of accidents or remediation activities, and for any fees or fines connected with the landfill operations.

G. Vendor shall describe all past and pending civil, legal, regulatory, and criminal actions now pending or which have occurred in the past (3) years against key personnel, vendor, vendor's parent company, vendor' subcontractor(s), and all subsidiaries owned by vendor. List the amount of liquidated damages that were paid, the name of the jurisdiction to which damages were paid, and the event(s) that triggered the damages.

**NOTE: Leavenworth County has the right to reject any all bids, and to waive any nonconformities in any submitted bid. Leavenworth County, Kansas, is an equal opportunity employer and agency.**

**BID FORM**

The bid form must be completed and included in the bid for the following Hauling and disposal of Non-hazardous MSW and C&D.

**AMOUNT PER YEAR TO INCLUDE TOTAL TONNAGE PRICE TO INCLUDE ANY AND ALL FEES PER TON.**

**NO TRANSLOADING ALLOWED.**

(2) Year 2023-2024

Hauling and disposal of Non-Hazardous MSW and C&D waste. \$ \_\_\_\_\_ /ton

(1) Year 2025

Hauling and disposal of Non-Hazardous MSW and C&D waste. \$ \_\_\_\_\_ /ton

(1) Year 2026

Hauling and disposal of Non-Hazardous MSW and C&D waste \$ \_\_\_\_\_ /ton

(1) Year 2027

Hauling and disposal of Non-Hazardous MSW and C&D waste. \$ \_\_\_\_\_ /ton

**NOTICE TO BIDDERS:**

Leavenworth County reserves the right to reject any and all bids and waive any nonconformity in any submitted bid.

- All tonnage amounts to include any and all additional fees that may apply.
- All bids should be submitted with total tonnage amounts and trailers staged and ready for hauling on January 1, 2023.
- Sealed bids must be received by: September 8, 2022 at 10:30 A.M.

Please submit all sealed bids to:
Leavenworth County clerk
300 Walnut, Suite 106
Leavenworth, KS 66048

Name of Company Name: \_\_\_\_\_

Representative Name (Printed): \_\_\_\_\_

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