

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063
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TITLE-SIGNATURE PAGE

REQUEST FOR PROPOSAL NO. 2018-066

The City of Lee's Summit will accept electronically submitted proposals through Public Purchase or four (4) copies delivered from qualified persons or firms interested in providing the following:

**WASTE REMOVAL & RECYCLING SERVICES FOR CITY OF LEE'S SUMMIT DEPARTMENT LOCATIONS AND DOWNTOWN AREA
AS A YEARLY CONTRACT
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM OR FOUR (4) HARD COPIES DELIVERED PRIOR TO THE
CLOSING DATE OF FRIDAY APRIL 6TH, 2018, 3:00 P.M. LOCAL TIME**

The cutoff date and time for questions is Friday, March 30, 2018 Noon Local Time

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR THURSDAY, MARCH 29TH AT 10:30 A.M.
LOCAL TIME IN THE HOWARD A CONFERENCE ROOM ON THE 2ND FLOOR OF CITY HALL**

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicInfo> for any addendums prior to the closing date and time of this Proposal. All addendums must be signed and included with submitted proposal.

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone #	Date
Fax #	Tax ID #
E-mail	Entity Type

CITY OF LEES SUMMIT

REQUEST FOR PROPOSAL 2018-066

The City of Lee's Summit will accept electronically submitted proposals via Public Purchase or four (4) hard copies delivered from firms/providers interested in providing waste removal and recycling services for the City of Lee's Summit Department locations and Downtown area. The City reserves the right to award an Agreement in its entirety to one Hauler or split the award between Haulers. Proposals must be received electronically in Public Purchase or four (4) copies hand delivered by 3:00 P.M. Local time, on Friday, April 6th, 2018.

RFP documents and any addendums are available by accessing the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicInfo> or by contacting the Procurement Officer listed on page 1. Proposers needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. Proposers should plan on registering no later than 36 hours (M-F) prior to RFP closing. The City reserves the right to reject any and all proposals, to waive technical defects and to select the proposal(s) deemed most advantageous to the City. All addendums must be signed and included with proposal.

For any service agreement greater than \$5,000, the successful proposer shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program.

There will be a pre-proposal conference in the Howard A Conference Room at City Hall, 220 S.E. Green St. on Thursday, March 29th, at 10:30AM LOCAL TIME. **All interested bidders are encouraged to attend.**

Tarah Daugherty, Procurement Officer II

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PART I
DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

The City of Lee's Summit is seeking proposals from qualified firms/providers to provide City Wide Departments Waste and Recycling Services as a yearly Agreement. The City also currently has a need for Waste and Recycle services for waste and recycle bins located in the Downtown Lee's Summit area, attached as Exhibit A. The City reserves the right to award an Agreement in its entirety to one Hauler or split the award between Haulers. Respondents to this solicitation are welcome to propose only for The City of Lee's Summit Downtown route or for only the Department locations or for BOTH the Department locations and the Downtown route.

1.1 Description of Operations or Background:

Various City of Lee's Summit Departments identified in this solicitation have a need for Waste and Recycling services. The City of Lee's Summit also has a need for Waste and Recycling Services in the Downtown area to maintain cleanliness for the merchants and citizens.

2.0 SCOPE OF SERVICES:

The City of Lee's Summit is seeking qualified firms or persons to provide Waste Removal and Recycling Services for various City Departments and/or the Downtown area as a yearly Contract. All costs related to furnishing and delivery of said services shall be included in the Respondents Pricing submitted with proposals. The City reserves the right to award an Agreement in its entirety to one Hauler or split the award between Haulers.

3.0 Tentative Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

Post RFP Notification	March 16th, 2018
Question Cutoff date	March 29th, 2018 @ Noon, Local Time,
Proposal Submittal Deadline	April 6th, 2018 @ 3:00 P.M., Local Time
Meet to review	Week of April 16 th , 2018
Interviews (if applicable)	Week of April 30 th , 2018
City Council (if applicable)	June 21 st , 2018
Notice to Proceed	Last Week of June, 2018

PART II
INSTRUCTIONS TO RESPONDENTS

1.0 MINIMUM QUALIFICATIONS

- 1.1 **Annual Solid Waste Hauler License:** A Hauler's license shall be currently held or obtained from the City of Lee's Summit Public Works Department. It shall be the Hauler's responsibility to contact the Public Works Department at (816) 969-1800, for information on how to obtain a Hauler's license. **NOTE:** A copy of the Respondent's Hauler's license should be submitted with the proposal.
- 1.2 **Contractor Qualifications:**
- 1.2.1 The Contractor shall be a company engaged in the business of providing waste removal and recycling services for a minimum of five (5) years.
- 1.2.2 The Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City of Lee's Summit, Missouri reserves the right to request a copy of the Contractor's audited or un-audited financial statement.

2.0 APPLICABLE LAWS AND STANDARDS

The Contractor shall have and maintain all applicable permits required to be in compliance with and shall provide the specified service requirements in accordance with all *existing and future* federal (including Environmental Protection Agency), state and applicable local laws, standards, regulations and ordinances necessary to perform the services including, but not limited to those provisions contained within Chapter 25 of the Lee's Summit, Missouri Code of Ordinances. The City of Lee's Summit Code of Ordinances can be found at https://library.municode.com/mo/lee's_summit/codes/code_of_ordinances Without limiting the foregoing statement, the following specific requirements should be reviewed:

- 2.1 **Lee's Summit, Missouri, Code of Ordinances, Chapter 25, Solid Waste, Article VI. Transportation, Section 25.149 Yard Waste and Recyclables.** The solid waste hauler shall segregate solid waste, recyclables, and yard waste from each other from the point of collection and during transportation within the limits of the City.
https://library.municode.com/mo/lee's_summit/codes/code_of_ordinances?nodeId=COOR_CH25SOWA_ARTVITR_S25-149YAWARE
- 2.2 **Lee's Summit, Missouri, Code of Ordinances, Chapter 25, Solid Waste, Article II. License, Section 25-39 Quarterly Reporting Required.** All persons engaged in the business of collecting, transporting, processing or disposing of solid waste, yard waste, or recyclables within the City shall submit to the Director on a quarterly basis information on the solid waste, yard waste, and recyclables collected within the City, on a form approved by the Director.
https://library.municode.com/mo/lee's_summit/codes/code_of_ordinances?nodeId=COOR_CH25SOWA_ARTIILI_S25-39QRERE
- 2.2.2 Reports shall be due no later than thirty (30) days after the end of the quarter. Quarters shall end on March 31, June 30, September 30, and December 31 of each year.
- 2.2.3 Such information to be provided in the quarterly report shall include:
- 2.2.3.1 The number of all residential and commercial customers within City limits from whom the solid waste hauler collects solid waste, recyclables, and/or yard waste;
- 2.2.3.2 The volume and/or weight of solid waste, recyclables, and/or yard waste collected from all residential and commercial customers within City limits; and
- 2.2.3.3 The methods of disposal for solid waste, recyclables, and yard waste collected within City limits.
- 2.3 **Lee's Summit, Missouri, Code of Ordinances, Chapter 25, Solid Waste, Article II. License, Section 25-31.** No person shall engage in the business of collecting, transporting, processing or disposing of solid waste within the corporate limits of the City, without first obtaining an annual business license and an annual solid waste hauler license from the City; provided, however, that this provision shall not be deemed to apply to employees of the holder of any such licenses, nor shall a solid waste hauler license be required for the removal, hauling or disposal of earth and rock materials from grading or excavation activities.
https://library.municode.com/mo/lee's_summit/codes/code_of_ordinances?nodeId=COOR_CH25SOWA_ARTIILI_S25-31RE

2.4 **Lee's Summit, Missouri, Code of Ordinances, Chapter 17, Offenses, Article IX. Regulations Regarding Control of Noise and Sound, Section 17-254 Prohibited Acts, Item B.5. Loading.** Loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials or similar objects between the hours of 10:00 p.m. and 7:00 a.m. the following day in such a manner as to cause a noise disturbance across a residential real property boundary or within a noise sensitive zone.
https://library.municode.com/mo/lee's_summit/codes/code_of_ordinances?nodeld=COOR_CH17OF_ARTIXREREC_ONOSO_S17-254PRAC

2.5 The City will not be responsible for any mishandling and/or unlawful acts that the Contractor or its workers might perform or violate in the performance of this agreement. Waste and debris shall be disposed of in a legal manner. Failure to abide by these provisions shall result in the agreement and Contractor being placed in default.

3.0 SELECTION PROCESS:

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals

Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.

The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.

The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the agreement including cost without engaging in an interview process.

The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

Step Two: Short List Interviews

The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top ranking firm if the City determines interviews are necessary.

The Interview Ranking Score Sheet for the evaluation of interviews is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.

The Project Manager checks reference(s) once a short list is determined. A reference check information memo is prepared by the Project Manager and distributed to the interviewing committee. Reference check information may be considered part of the interview process and is taken into consideration pertaining to the firm's Experience & References criteria.

Upon selection of the top rated firm, the City may negotiate the specific terms of the agreement including cost.

4.0 RESPONDENT COST TO DEVELOP PROPOSAL: All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

5.0 INSTRUCTIONS FOR RESPONDING TO THIS RFP: Submittals must be uploaded electronically into Public Purchase e-bidding system or four (4) hard copies delivered prior to the opening date of Friday, April 6th, 2018 at 3:00 P.M. local time. The cutoff date and time for questions is Friday, March 30, 2018 Noon Local Time. All questions should be directed to the Procurement Officer(s) identified on page one of this document. The proposal **should** be organized using the following format:

- a. Title-Signature Page
- b. Table of Contents for submittal (Enclosure III)
- c. Letter of Transmittal for Request for Proposal
- d. Addenda – (if applicable)
- e. **Form No. 1** – Provider Profile –Lead Firm(s) – Joint Venture Partners
- f. **Form No. 2** – Key Outside Consultants (sub-consultants)
- g. **Form No. 3** – Experience/References – List those projects your firm has completed within the past five (5) years that are similar to those requested by this RFP. Special attention should be given to projects your firm has completed for other governmental entities. Include company name, address, persons to agreement, telephone number, e-mail address, a brief description of the project completed by your firm, and date completed.
- h. **Form No. 4** – Key personnel that will be assigned to the City's project for lead consultant firm(s) and sub-consultant firms. List the person's name, title, project assignments, years of experience and any other qualifications relevant to the City's project.
- i. **Form No. 5** – Narrative on project approach. Describe the schedule of events necessary to complete this project clearly defining the roles of all involved parties. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere.
- j. **Cost Forms**- Identify all costs related directly or indirectly to this project. This section is to be signed by an authorized representative of the firm. The entity type and Tax ID number must also be provided on each Cost Form.
Cost Form No. 6A: City Department Waste
Cost Form No. 6B: City Department Recycling
Cost Form No. 6C: Downtown Waste & Recycling
Cost Form No. 6D: Roll-Off & Additional Containers
- k. Before an agreement will be entered into, the successful respondent shall furnish to the City all items stated in Section 13.0 Compliance as well as a CERTIFICATE OF INSURANCE as described in Insurance Requirements PART III.

6.0 TERMS and CONDITIONS: Any Agreement awarded pursuant to this request for proposal shall be subject to the following Terms and Conditions located in PART IV. Any Proposal conditioned on conflicting Terms and Conditions may be rejected.

7.0 NO FINANCIAL INTEREST OR OTHER CONFLICT: The successful respondent shall not have business dealings which would cause a conflict of interest in its ability to perform the services requested in this solicitation. By submission of its response, the respondent certifies that they are in compliance with below items 7.1 through 8.4.

- 7.1 Elected or appointed officials or employees of the **City of Lee's Summit** or any political subdivision thereof, serving in an executive or administrative capacity, **must comply with sections 105.452 and 105.454, RSMo**, regarding conflict of interest.
- 7.2 The Service Provider/Service Provider hereby covenants that at the time of solicitation submittal the Service Provider/Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Service Provider/Service Provider further agrees that during the term of the contract/agreement neither the Service Provider/Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.

8.0 DEBARMENT AND SUSPENSION STATUS:

- 8.1 **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 8.2 **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 8.3 **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 8.4 **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

9.0 INVOICING, PAYMENTS AND SALES TAX:

- a. Invoices shall be prepared and submitted via regular mail to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices may also be emailed to ap@cityofls.net. Invoices shall contain the following information: Purchase Order number, agreement number, item number, description of services, unit prices, and extended totals. The various City Locations shall have separate invoices generated per Department location. The awarded Hauler should have separate Account numbers established for the various City locations.
- b. Payment schedule is negotiable. The City's standard payment terms are Net 30 days. Pre-billing is not allowed unless prior written approval is obtained.
- c. Items required for an agreement qualify for exemption from taxes in accordance with RSMo Section 144.062 as well as in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the agreement from State and local sales and use taxes. If your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.

10.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

This section is optional; it will not affect proposal award. If the City of Lee's Summit awarded you the proposed agreement, would you sell under the terms of this Agreement to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or the Mid America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Agreement).

YES _____ NO _____ INITIALS: _____

Sales will be made in accordance with the terms and conditions of the Request for Proposal and any subsequent term agreement. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the agreement unless they are specifically named in the Request for Proposal as a joint participant.

The principal contracting officer (PCO) is responsible to handle the solicitation and award the agreement. The PCO has sole authority to modify the agreement and handle disputes regarding the substance of the agreement. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

11.0 BUSINESS LICENSE: The successful respondent shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of an agreement to the successful respondent, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the City to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful respondent to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

12.0 INSURANCE: The awarded respondent must provide a Certificate of Insurance in accordance with all requirements shown in **PART III**, the insurance requirement section of this document prior to the award of an agreement. NOTE: Certificates of Insurance issued to the City of Lee's Summit shall reflect the same legal entity Company name as identified on the Company's W-9.

13.0 COMPLIANCE: The following items shall be provided by proposer to the City of Lee's Summit Procurement and Contract Services Division or Department conducting this solicitation prior to the issuance of an agreement:

13.1 To be provided with proposal submittal:

- Proposer must complete the proposal document in its entirety. To be considered complete and responsive, Proposer must submit all Pages of this RFP document (proposers should keep a copy of submitted proposal)
- Form No. 1: Provider Profile
- Form No.2: List of Machinery & Equipment
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Narrative
- Cost Form No. 6A: City Department Waste
- Cost Form No. 6B: City Department Recycling

- Cost Form No. 6C: Downtown Waste & Recycling
- Cost Form No. 6D: Roll-Off & Additional Containers

13.2 To be provided prior to the issuance of an agreement:

- Business License,
- Certificate of Insurance (COI) in accordance to the Insurance Requirements identified in this RFP (**NOTE:** COI issued to the City of Lee's Summit shall reflect the same legal entity Company name as identified on the Company's W-9),
- Work Authorization Affidavit ,
- E-Verify Signature page,
- W-9 (**NOTE:** W9's issued to the City of Lee's Summit shall reflect the same legal entity Company name as identified on the Company's Certificate of Insurance),
- Vendor Form (for new Vendor's only)

14.0 SUBCONTRACTING: Subcontracting will not be allowed. All routes for the City of Lee's Summit shall be handled by the awarded bidder(s).

15.0 RESPONSE TIME CRITERIA:

- 15.1 If awarded, under this agreement, service is preferred between 7:00 a.m. and 11:00 a.m. at each location identified on Cost Forms 6A City Department Waste, 6B City Department Recycling and 6C Downtown Waste & Recycling. (**NOTE:** Please see Lee's Summit, Missouri, Code of Ordinances, Chapter 17, Offenses, Article IX. Regulations Regarding Control of Noise and Sound, Section 17-254 Prohibited Acts, Item B.5. Loading as it pertains to prohibited noise disturbance between the hours of 10:00 p.m. and 7:00 a.m.).
- 15.2 If pickup has not been made by 11:00 a.m., the Departments or the Procurement Officer will contact the Contractor directly. All missed pickups must be made up no later than 3:30 p.m. of the normal scheduled day. Any missed pickups that are not picked up on the normal scheduled day, shall require a credit memo to be issued in the contract amount for that location within 30 days. Any Credit Memos issued shall include the Department Name and Address, notation of "missed pickup" with the date of missed pick up, and the corresponding contract amount for that location. In addition, if the missed pick up is done beyond the normal scheduled day, there shall be no additional charges for that pick up that is done for a missed pick up.
- 15.3 If the City feels that missed pickups become excessive or problematic, quarterly focus meetings may be called by the City with the awarded Contractor to discuss further. The Contractor may be expected to have an Action Plan to resolve such matters and possibly be put on a probationary period. Contractors presence will be required at such meetings to be held at mutually agreed upon time(s). Based on circumstances, frequency of meetings are subject to change at the City's discretion.
- 15.4 Failure to meet the above requirements may result in the City contacting another Contractor and requesting the work be performed by them. In this circumstance, the Contractor shall not be entitled to any payment or damages and shall pay the City for any additional costs incurred. Failure to respond or report to the job site within the stated timeframe may be construed as a breach of this agreement, and at the City's discretion, this contract may be terminated immediately upon written notice by the City.

16.0 CONTRACTOR RESPONSIBILITIES:

- 16.1 All work shall be performed and all complaints handled with due regard to the City public relations. The Contractor shall utilize competent employees in performing the work. At the request of the City, the Contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and the Contractor shall each be promptly notified by the other of any complaints received.
- 16.2 The Contractor shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the Contractor's equipment either lost, damaged, destroyed or stolen.
- 16.3 All dumpsters and poly-carts shall be provided by the Contractor and properly identified ("Properly identified" includes the name, address, and phone number of the Contractor). Dumpsters and poly-carts to be utilized for recycling at the Department locations shall also include appropriate recycling identification.

- 16.4 Recycling pickup of co-mingled plastic and paper products shall be in Contractor-supplied containers and properly identified ("Properly identified" includes the name, address, and phone number of the Contractor).
- 16.5 If a Container is damaged or broken at any of the City Department locations, the awarded Contractor shall replace the container with another container of the exact same size and labeling at no additional cost to the City. **NOTE:** This shall not apply to any of the downtown waste or recycling bins (identified on Exhibit A) as these are all City owned bins.
- 16.6 Proper safety precautions meeting Occupational Safety and Health Administration (IOSHA) criteria shall be used at all times and shall remain the Contractor's responsibility.
- 16.7 Contractor shall take all necessary precautions to prevent injury or hazards to City employees and the public, and shall avoid causing unreasonable inconvenience to any person doing business on City property.
- 16.8 The Contractor shall conduct its operations in such a manner as to avoid damage to City property or to adjacent property. If any such property is damaged by reason of the Contractor's operations, it shall be replaced or restored at the Contractor's expense and to the satisfaction of the City.
- 16.9 While picking up or emptying waste or recycling containers, the Contractor shall pick up any litter strewn in the area and leave the area in a clean and orderly condition. If the work site is not left in a clean and orderly condition, the Contractor shall be called back to correct the condition immediately (same day) at no additional charge to the City. Unloading dumpsters by hand is not acceptable and shall not be allowed.
- 16.10 Containers of all types and sizes must be fully emptied at each pick up. No waste or recyclables shall be left inside the containers during a pick up. If the container is found to not be fully emptied, the Contractor shall be called back to empty the container immediately (same day) at no additional cost to the City.
- 16.11 All downtown bins that have lids must have the lids placed back on top of the container after the contents are emptied, even if the lid is not on the container at the time of pick up. Failure to place lids back on top of containers after a pick up may result in the Contractor being called back out to place the lid(s) back on the Containers that same day at no additional cost to the City.
- 16.12 A filled bin leaving any City location shall be properly and lawfully covered and tarped.
- 16.13 Throughout the year, special large events occur in the downtown Lee's Summit area. These events typically include some road blocks and preparation for large crowds. Different pick up schedules may be necessary during these times as well as requests for bagged liners. The awarded Contractor shall place liners in the downtown bins upon request by the City for these special events. Any applicable fees for these liners for special events shall be quoted in writing by the Contractor and approved by the designated Department Representative that is making the request.
- 16.14 Each external drop-off container shall be made of all steel or hard plastic construction, completely enclosed with lids, and shall be fire and rat proof, and shall be kept clean, free from insects, vermin and offensive odors. The Contractor shall keep said containers well painted so as to present a well maintained appearance. At no additional cost, the City reserves the right to determine if a new container is needed because of poor condition.
- 16.15 The Contractor shall exercise all necessary safety precautions for the protection of the life and health of its own and City employees, and other persons; to prevent damage to property, materials, supplies and equipment and to avoid work interruptions in the performance of this contract.
- 16.16 Dumpsters that are secured in a containment fence must be removed, emptied and returned to their location by the contractor. The contractor shall be responsible for removing any waste that has fallen behind the dumpster or around the containment area. The doors to the containment must be closed before leaving the area. If the contractor notices containment doors are damaged or will not close, he or she shall notify the Procurement Officer either by phone or email.
- 16.17 The City may add, remove, or change pick-up dates, size of containers, or locations for service throughout the contract term. Departments may call for quotations of such items or services. Should the Department wish to accept the quotation and make the change, changes of that nature will be communicated by the Procurement Division to the awarded contractor and

noted as a modification to the existing contract. Container replacements shall be done by the Contractor within 72 hours of the Department's request.

- 16.18 All containers shall be removed by the Contractor within ten (10) business days of notification of termination of the contract, regardless of the reason for termination.
- 16.19 Department Route Schedule This shall be the Contractor's responsibility for establishing the set schedule for all of the locations identified on Cost Forms 6A, 6B and 6C that do not have the days of the week identified. The Contractor shall have the Route schedule finalized and distributed to the Procurement Officer within 2 weeks of award so that the set schedule may be distributed to the applicable Project Managers/Departments. The Route schedule must be set and shall not fluctuate from week to week. Any proposed changes to the set route schedule must be requested in writing to the Procurement Officer. The Contractor shall await written approval from the Procurement Officer in order to make any changes to the route schedule. NOTE: All locations that identify 2 times/week for a Pick Up Schedule on Cost Forms 6A and 6B must be separated by at least 2 FULL DAYS OF NO SERVICE once the Hauler finalizes the set weekly route schedule. The approved route schedule shall become a part of the Contract.
- 16.20 Fuel Surcharges Under no circumstances will the Contractor be permitted to bill the City of Lee's Summit for fuel surcharges.
- 16.21 Additional Fees: Under no circumstances will the Contractor be permitted to bill the City of Lee's Summit for any "administrative" fees or any other fees or amounts NOT identified on Cost Forms 6A, 6B, 6C and 6D.

17.0 CITY RESPONSIBILITIES:

- 17.1 The Contractor shall not be required to pick up hazardous materials or waste. In the event that the Contractor should encounter hazardous materials or waste, the City shall be notified immediately for removal by a hazardous waste removal Contractor. The City will not be held liable for any hazardous materials or waste that may be picked up at unauthorized locations along the route of the Contractor.
- 17.2 Downtown Bins: The 30 gallon waste and recycle bins are provided and owned by the City and are located as shown on the attached map (Exhibit A) in Downtown Lee's Summit. The bins are often blocked by cars. They must still be emptied as scheduled. NOTE: Downtown Waste and Recycling Bins are all owned by the City of Lee's Summit. The Contractor is not responsible for providing or replacing these bins.

18.0 RENEWAL OPTION:

- a. The City reserves the right to negotiate this agreement for four (4) additional one-year renewal periods.
- b. If the service provider requests an increase in compensation for any renewal period, the service provider shall notify the Procurement & Contract Services Manager or Department conducting this solicitation no less than sixty (60) days prior to the end of the agreement period.
- c. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- d. Adjustments in cost at the beginning of each renewal period must be agreed to by both parties.
- e. The Procurement Officer or City staff conducting this solicitation shall notify the service provider in writing of the intent to exercise the renewal option. However, failure to notify the consultant does not waive the City's right to exercise the renewal option.

19.0 SAMPLE AGREEMENT (FOR REFERENCE ONLY): The City has included with this RFP a sample agreement for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit an agreement which differs from the following example.

SAMPLE SERVICE AGREEMENT

FOR _____

This AGREEMENT, made and entered into this _____ day of _____ 20____, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and _____, a _____ of the State of _____, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. _____ (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of _____ Dollars (\$_____). If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
OR
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in Exhibit B. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. Agreement Term: The term of this Agreement shall be One (1) year from _____ through _____. The City may, at its option, renew the Agreement for up to four (4) ONE YEAR RENEWAL PERIODS by giving written notice to the Service Provider.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Authorized Signatures from both Successful Firm and City

20.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

All submittals should include the signed and notarized Work Authorization Affidavit **AND** the electronic signature page from the E-Verify program

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of _____)
) ss.
State of _____)

My name is _____. I am an authorized agent of _____ ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

Affiant

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

SEAL

ENCLOSURE I
 (FOR REFERENCE ONLY)
INTERVIEW RANKING SCORE SHEET

SCORING RANGES

	<u>40 Point Question</u>	<u>15 Point Questions</u>
Outstanding	30-40	12-15
Exceeds Acceptable	21-29	8-11
Acceptable	12-20	4-7
Marginal	0-11	0-3

	Evaluation Criteria	Maximum Points	Score
1	Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable) 	15	_____
2	Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: <ul style="list-style-type: none"> • Project Manager • Project team 	15	_____
3.	Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP <ul style="list-style-type: none"> • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame 	15	_____
4.	Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. <ul style="list-style-type: none"> • Project schedule and detailed approach is reasonable/responsive to City's needs • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere. 	15	_____
5.	Cost (FORM 6 A, B, C) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	40	_____

Ranked By: _____

TOTAL POINTS
(100)

ENCLOSURE II
(FOR REFERENCE ONLY)
INTERVIEW RANKING SCORE SHEET

SCORING RANGES

	<u>40 Point Question</u>	<u>15 Point Questions</u>
Outstanding	30-40	12-15
Exceeds Acceptable	21-29	8-11
Acceptable	12-20	4-7
Marginal	0-11	0-3

	Evaluation Criteria	Maximum Points	Score
1	<p>Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable) 	15	_____
2	<p>Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> • Project Manager • Project team 	15	_____
3.	<p>Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP</p> <ul style="list-style-type: none"> • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame 	15	_____
4.	<p>Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5.</p> <ul style="list-style-type: none"> • Project schedule and detailed approach is reasonable/responsive to City's needs • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere. 	15	_____
5.	<p>Cost (FORM 6 A, B, C) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>	40	_____

Ranked By: _____

TOTAL POINTS
(100)

ENCLOSURE III
TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided	Page 3
F.	LIST OF MACHINERY & EQUIPMENT: Form 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page ____ - ____
H.	RESUMES OF KEY PERSONNEL: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page ____
I.	PROJECT APPROACH NARRATIVE: Form 5 provided (This form must be signed and dated).	Page ____ - ____
J.	COST: Forms provided (Forms 6A, 6B, 6C and 6D)	Page ____
K.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of a contract (over \$5,000))	Page ____
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract (over \$5,000))	Page ____

FORM NO. 1: PROVIDER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

1a. Provider /Firm is: ___ National ___ Regional ___ Local

1b. Year Provider/Firm Established:

Years of Experience providing RFP identified services/project for municipalities:

1c. Licensed to do business in the State of Missouri: ___ Yes ___ No

1d. Missouri Secretary of State Charter No. _____ or Specity Exemption Number _____

1e. Principal contact information: Name, title, telephone number and email address:

1f. Address of office to perform work, if different from Item No. 1:

2. All waste removed from City property must be disposed of properly in accordance with all Environmental Protection Agency regulations, local, and state laws. Service under this contract requires that waste be taken to a licensed landfill facility or licensed incinerator. Respondent must state below the name(s) and location(s) of facility that wastes will be taken to:

Name of Facility: _____

Location: _____

Contact Person and Phone number: _____

Name of Facility: _____

Location: _____

Contact Person and Phone number: _____

FORM NO. 3: EXPERIENCE/REFERENCES

NOTE: This sheet may be reprinted & submitted with the proposal several times for each individual that would be performing work under this Agreement, if awarded.

Work by Service Provider/Firm that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects within approximately 100 miles of the City of Lee's Summit:

Entity Name, Address & Location:

Completion Date (Actual or Estimated):

Entity's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for work performed by responsible Service Provider: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

FORM NO. 4: RESUMES OF KEY PERSONNEL

NOTE: This sheet may be reprinted & submitted with the proposal several times for each individual.

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City of Lee's Summit:

- a. Name and Title:

- b. Project Assignment:

- c. Name of Service Provider/Firm with which associated:

- d. Years of Experience:
With this service provider/firm ____ other service providers/firms ____

- e. Education: Degree(s)/Year/Specialization:

- f. Current Registration(s):

- g. Other Experience & Qualifications relevant to the proposed project:

COST FORM NO. 6A: CITY DEPARTMENT WASTE

The Department Waste and Recycling Areas on Forms 6A and 6B may be bid solely and separate from the Downtown Waste & Recycling Area on Cost Form 6C. The City reserves the right to award an Agreement in its entirety to one Hauler or split the award between Haulers for the locations identified on Cost Forms 6A, 6B and 6C.

NOTE 1: The cost per pick up is inclusive of ALL containers identified at each location, regardless of quantity. **NOTE 2:** Awarded Contractor will be responsible for providing all Waste Containers identified in an awarded Contract at no cost to the City. **NOTE 3:** All locations that identify 2 times/week for a Pick Up Schedule must be separated by at least 2 FULL DAYS OF NO SERVICE once the Hauler finalizes the weekly route schedule.

All pricing below shall remain firm and fixed for the contractual term. In the event of errors in extension of total price(s), the unit price(s), identified as cost per pick up, shall prevail. Respondents are required to complete each space below, even if the cost is \$0. A cost of \$0 shall indicate bidder will pick up at the identified location for no charge. If opting to NOT service a location, bidder should indicate "No Bid" on the applicable line for that location. Failure to complete each space below may result in the rejection of your bid.

DEPARTMENT	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICKUP	TOTAL MONTHLY COST	ANNUAL TOTAL
1. Animal Control 1991 SE Hamblen Rd. Rodney Wagner, 816-969-1646	1--2 cy dumpster with wheels	1 time/week	\$	\$	\$
2. Airport/Hangar 1 2525 NE Douglas John Ohrazda 969-1180	1 - 4 cy dumpster with lock	1 time/week	\$	\$	\$
3. City Hall (Loading Dock) 220 SE Green Street Ron Johnson, 969-1860	3 - 2 cy dumpsters with wheels	3 times/week	\$	\$	\$
	1 - 96 gallon Cart		\$	\$	\$
4. Fire Station 2 2000 NE Rice Rd Brian Austerman 969-1302	2 - 90 gallon poly-cart	1 time/week	\$	\$	\$
5. Fire Station 3 210 SW Pryor Brian Austerman 969-1302	1 - 90 gallon poly-cart	1 time/week	\$	\$	\$
6. Fire Station 4 404 NE Woods Chapel Brian Austerman 969-1302	2 - 90 gallon poly-cart	1 time/week	\$	\$	\$
7. Fire Station 5 3650 SW Windemere Brian Austerman 969-1302	1 ½ cy dumpster with wheels	1 time/week	\$	\$	\$
8. Fire Station 6 101 NE Blackwell Brian Austerman 969-1302	1 ½ cy dumpster with wheels	1 time/week	\$	\$	\$
9. Fire Station 7 2150 SW Scherer Rd. Brian Austerman 969-1302	1 ½ cy dumpster with wheels	1 time/week	\$	\$	\$
10. Gamber Center Pat Shepard 969-1581 4 SE Independence Avenue	2 – 2 cy dumpster with wheels	2 times/week <i>*See Note 3 Above</i>	\$	\$	\$

DEPARTMENT	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICKUP	TOTAL MONTHLY COST	ANNUAL TOTAL
11. Harris Park 110 SW Blue Pkwy. Ryan Gibson 969-1556	2 - 2 cy dumpster with wheels	<u>Off Season-</u> Sept-May; 1 time/week	\$	\$	\$
	4 - 2 cy dumpster with wheels Contractor shall deliver the 2 additional dumpsters during the 3 rd week in May & remove the 2 additional dumpsters, no later than the 2 nd week of September.	<u>In Season-</u> June, July & August; 3 times/week	\$	\$	\$
12. Legacy Park Community Center 901 NE Bluestem Pkwy. Eric Shooley 969-1553 **NOTE: This location has MANDATORY pick up days. Hauler may not select their own days of the week for pick up & must adhere to identified days of week.	3 - 2 cy dumpsters	<u>Off Season-</u> October-April; 2 times/week **Mon & Thurs	\$	\$	\$
		<u>In Season-</u> May-September 3 times/week; **Mon/Wed/Fri	\$	\$	\$
13. Lea McKeighan North Park 901 NE Bluestem Pkwy. Jacob Johnson 969-1544	1-2 cy dumpster	<u>Off Season-</u> April-October 1 time/week;	\$	\$	\$
		<u>In Season-</u> November-March 2 times/week <i>*See Note 3 Above</i>	\$	\$	\$
14. Police Headquarters 10 NE Tudor Rd. Bradd Gartin 969-1787	1-8 cy dumpster	2 times/week <i>*See Note 3 Above</i>	\$	\$	\$
	1 – 90 gallon poly-cart	1 time/week	\$	\$	\$
15. Maintenance Facility (Fleet & Public Works Ops) 1971 SE Hamblen Rd. Mark Stinson 969-1873 or Shawn Graff 969-1871 **NOTE: For this location access is behind a gate. Driver must be let in between the hours of 7:00am-3:00pm Mon-Fri	2 - 2 cy dumpster with wheels	2 times/week <i>*See Note 3 Above</i>	\$	\$	\$
16. Water Utilities – Operations Tudor Road Pump Station 1751 NE Tudor Rd. Mike Riley 969-1963	1 – 4 cy dumpster	1 time/ Every other week	\$	\$	\$

DEPARTMENT	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICKUP	TOTAL MONTHLY COST	ANNUAL TOTAL
17. Water Utility Service Center 1200 SE Hamblen Rd Mike Riley 969-1963 **NOTE: For this location access is behind a gate. Driver must be let in between the hours of 7am-3:30pm Mon-Fri	1—6cy dumpster	1 time/week	\$	\$	\$
GRAND TOTALS FOR DEPARTMENT WASTE (Lines 1-17)			\$	\$	\$
WASTE COMPACTOR RENTAL FEES					
18. Park Construction & Operations Center 1801 NE Coneflower Robert Sanchez 969-1531	30 cy Waste Compactor	As Needed- (Dept. will call when pick up is Needed) HAUL RATE: \$ _____ (on call)	DISPOSAL RATE: \$ _____/Ton	MONTHLY RENTAL FEE: \$ _____	ANNUAL RENTAL FEE: \$ _____ (Monthly Rental Fee x 12)

 Company Name

 Authorized Person (Print)

 Address

 Signature

 City/State/Zip

 Title

 Telephone #

 Fax #

 Date

 Tax ID No.

 Entity Type:

COST FORM NO. 6B: CITY DEPARTMENT RECYCLING

The Department Waste and Recycling Areas on Forms 6A and 6B may be bid solely and separate from the Downtown Waste & Recycling Area on Cost Form 6C. The City reserves the right to award an Agreement in its entirety to one Hauler or split the award between Haulers for the locations identified on Cost Forms 6A, 6B and 6C.

Materials that will be recycled are plastic (types 1-7), plastic grocery and retail sacks, paper, paperboard, cardboard, aluminum, tin and mixed office paper - ALL COMMINGLED. Successful bidder must accept commingled recyclable materials and shall not reject loads of materials deemed to be contaminated.

NOTE 1: The cost per pick up is inclusive of ALL containers identified at each location, regardless of quantity.

NOTE 2: Awarded Contractor will be responsible for providing all Recycling Containers identified in an awarded Contract at no cost to the City for containers.

All pricing below shall remain firm and fixed for the contractual term. In the event of errors in extension of total price(s), the unit price(s), identified as Cost per Pickup, shall prevail. Bidders are required to complete each space below, even if the cost is \$0. If opting to NOT service a location, respondent should indicate "No Bid" on the applicable line for that location. Failure to complete each space below may result in the rejection of your bid. If Bidder offers a Rebate Program for below recycling locations, additional documentation outlining the rebate program shall be provided with bid submittal.

DEPARTMENT	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICKUP	TOTAL MONTHLY COST	ANNUAL TOTAL
1. Animal Control 1991 SE Hamblen Rd. Rodney Wagner, 816-969-1646	2 – 90 gallon poly-carts	1 time/week	\$	\$	\$
2. City Hall Loading Dock 220 SE Green Street Kelli Welch, 969-1012	2 - 2 cy dumpsters with wheels & lock/chain	2 times/week	\$	\$	\$
3. Fire Station 2 2000 NE Rice Road Brian Austerman 969-1302	1 – 65 gallon poly-cart	1 time/week	\$	\$	\$
4. Fire Station 3 210 SW Pryor Brian Austerman 969-1302	1 – 65 gallon poly-cart	1 time/week	\$	\$	\$
5. Fire Station 4 414 NE Woods Chapel Brian Austerman 969-1302	1 – 65 gallon poly-cart	1 time/week	\$	\$	\$
6. Fire Station 5 3650 SW Windemere Brian Austerman 969-1302	1 – 65 gallon poly-cart	1 time/week	\$	\$	\$
7. Fire Station 6 101 NE Blackwell Brian Austerman 969-1302	1 – 65 gallon poly-cart	1 time/week	\$	\$	\$
8. Fire Station 7 2150 SW Scherer Rd. Brian Austerman 969-1302	1 – 90 gallon poly-cart	1 time/week	\$	\$	\$
9. Gamber Center 4 SE Independence Avenue Pat Shepard 969-1581	1 – 2 cy container with wheels & lock/chain	1 time/week	\$	\$	\$
10. Harris Park Community Center 110 SW Blue Pkwy. Ryan Gibson 969-1556	1 – 2 cy dumpster with wheels & lock/chain	Off Season- Sept-May; 1 time/week	\$		
		In Season- June, July & August; 3 times/week	\$	\$	\$

DEPARTMENT	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICKUP	TOTAL MONTHLY COST	ANNUAL TOTAL
11. Legacy Park Community Center 901 NE Bluestem Pkwy. Eric Shooley 969-1553	1 – 90 gallon poly-cart	1 time/week	\$	\$	\$
12. Police Headquarters 10 NE Tudor Rd. Bradd Gartin 969-1787	6 – 90 gallon poly-carts	1 time/week	\$	\$	\$
13. Maintenance Facility (Fleet & Public Works Ops) 1971 SE Hamblen Rd. Mark Stinson 969-1873 or Shawn Graff 969-1871 **NOTE: For this location access is behind a gate. Driver must be let in between the hours of 7:00am-3:00 pm Mon-Fri	1 – 2 cy container with wheels	1 time/week	\$	\$	\$
14. Park Construction & Operations Center 1801 NE Coneflower Robert Sanchez 969-1531	2 – 90 gallon poly-cart	1 time/week	\$	\$	\$
15. Water Utility Service Center 1200 SE Hamblen Rd Mike Riley 969-1963 **NOTE: For this location access is behind a gate. Driver must be let in between the hours of 7am-3:30pm Mon-Fri	1 – 6cy dumpster	1 time/week			
GRAND TOTALS FOR DEPARTMENT RECYCLING (Lines 1-15):			\$	\$	\$
Does your Company offer a Rebate Program for the above identified City Recycling locations? (Note: If answering Yes, program documentation is a requirement of Proposal submittal)					<input type="checkbox"/> YES <input type="checkbox"/> NO

 Company Name

 Authorized Person (Print)

 Address

 Signature

 City/State/Zip

 Title

 Telephone #

 Fax #

 Date

 Tax ID No.

 Entity Type:

COST FORM NO. 6C: DOWNTOWN WASTE & RECYCLING

The Downtown Waste and Recycling Areas on Forms 6C may be bid solely and separate from the City Department locations on Cost Form 6A and 6B. The City reserves the right to award an Agreement in its entirety to one Hauler or split the award between Haulers for the locations identified on Cost Forms 6A, 6B and 6C.

See Downtown Trash Barrels & Recycling Bin Locations map attached as Exhibit A

DOWNTOWN WASTE					
The City would like to obtain Pricing on Pick Ups 4X/wk <u>AND</u> also 6X/wk for the Downtown Barrels so as to have options to choose from or change if necessary. NOTE: All Downtown Waste barrels below are City owned bins that have plastic, removable liners. Contractor is NOT responsible for providing any downtown waste barrels. Hauler may NOT select their own Day of the Week for Pick up of Downtown Waste. Days identified below for Downtown Waste shall be adhered to.					
OPTION 1—4X/WK					
LOCATION	CONTAINER QTY & SIZE	PICK UP SCHEDULE <i>(Days identified must be adhered to)</i>	COST PER PICK UP	TOTAL MONTHLY COST	ANNUAL COST
Downtown Barrels* Ron Johnson 969-1860 (See Exhibit A)	40- City Provided 30 Gallon Barrels	4 times/week Saturday, Monday, Wednesday & Friday	\$	\$	\$
	Farmer's Market Parking Lot* Corner of Douglas & 2 nd Intersection – "Mary Stacy Respite" area	1--City Provided 30 Gallon Barrel			
OPTION 2—6X/WK					
Downtown Barrels* Ron Johnson 969-1860	40- City Provided 30 Gallon Barrels	6 times/week Saturday, Monday, Tuesday, Wednesday, Thursday, Friday	\$	\$	\$
	Farmer's Market Parking Lot* Corner of Douglas & 2 nd Intersection – "Mary Stacy Respite" area	1--City Provided 30 Gallon Barrel			
<i>Note: On both 4x & 6x options above, Farmers Market is inclusive of the Downtown Route and shall be included with the Cost for Downtown Pickup.</i>					
DOWNTOWN RECYCLING					
NOTE: Contractor is NOT responsible for providing the Downtown Recycling Bins. These are City owned Bins. Hauler may select their own Day of the week for Pick up as it pertains to Downtown Recycling.					
LOCATION	CONTAINER QTY & SIZE	PICK UP SCHEDULE	COST PER PICK UP	TOTAL MONTHLY COST	ANNUAL COST
Downtown Recycle Bins* Ron Johnson 969-1860 (See Exhibit A)	10 – City provided 30 gallon bins with "Recycling" on them	1 time/week;	\$	\$	\$

_____ Company Name	
_____ Address	
_____ City/State/Zip	
_____ Telephone #	_____ Fax #
_____ Tax ID No.	

_____ Authorized Person (Print)
_____ Signature
_____ Title
_____ Date
_____ Entity Type:

COST FORM NO. 6D: ROLL-OFF ADDITIONAL CONTAINERS

ROLL OFF DUMPSTER RENTAL (Temporary—or-Long Term As Needed)						
ITEM	DELIVERY FEE	HAUL RATE (on call)	DISPOSAL RATE (Per Ton)	DAILY RENTAL FEE	MONTHLY RENTAL FEE:	ANNUAL RENTAL FEE ANNUAL RENTAL FEE (Monthly Rental Fee x 12):
4.19 20 yd Roll-Off	\$ <i>Check One Below:</i> <input type="checkbox"/> One Time -or- <input type="checkbox"/> Per Return	\$	\$	\$	\$	\$
4.20 30 yd Roll-Off	\$ <i>Check One Below:</i> <input type="checkbox"/> One Time -or- <input type="checkbox"/> Per Return	\$	\$	\$	\$	\$
4.21 40 yd Roll-Off	\$ <i>Check One Below:</i> <input type="checkbox"/> One Time -or- <input type="checkbox"/> Per Return	\$	\$	\$	\$	\$
ADDITIONAL DUMPSTERS (AS NEEDED)						
CONTAINER SIZE	CONTAINER PICK UP SCHEDULE	COST PER CONTAINER & PICK UP		TOTAL MONTHLY COST	ANNUAL COST	
4.22 2 cy dumpster with wheels	1 time/week	\$		\$	\$	
	2 times/week	\$		\$	\$	
	3 times/week	\$		\$	\$	
4.23 4 cy dumpster	1 time/week	\$		\$	\$	
	2 times/week	\$		\$	\$	
	3 times/week	\$		\$	\$	
4.24 6 cy dumpster	1 time/week	\$		\$	\$	
	2 times/week	\$		\$	\$	
	3 times/week	\$		\$	\$	
4.25 8 cy dumpster	1 time/week	\$		\$	\$	
	2 times/week	\$		\$	\$	
	3 times/week	\$		\$	\$	

ADDITIONAL POLYCARTS (AS NEEDED)				
CONTAINER SIZE	CONTAINER PICK UP SCHEDULE	COST PER CONTAINER & PICK UP	TOTAL MONTHLY COST	ANNUAL COST
65 gallon poly-cart	1 time/week	\$	\$	\$
	2 times/week	\$	\$	\$
90 gallon poly-cart	1 time/week	\$	\$	\$
	2 times/week	\$	\$	\$
96 gallon poly-cart	1 time/week	\$	\$	\$
	2 times/week	\$	\$	\$
ADDITIONAL INFORMATION				
Is the Cost provided on Cost Forms A, B & C tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under Section 9.0 Invoices, Payment & Sales Tax, paragraph c?				<input type="checkbox"/> YES <input type="checkbox"/> NO
If you answered "No" to the question posed in above, does the cost provided above include any and all applicable taxes as stated under Section 9.0 Invoices, Payment & Sales Tax, paragraph c?				<input type="checkbox"/> YES <input type="checkbox"/> NO
Please indicate if your Company is a licensed Hauler through the City of Lee's Summit, Missouri as per Lee's Summit, Missouri, Code of Ordinances, Chapter 25, Solid Waste, Article II. License, Section 25-31 as identified on RFP Page 5, Section 2.3.				<input type="checkbox"/> YES <input type="checkbox"/> NO
During the course of the agreement term, the using departments may need to order additional services or items not specifically listed above. Please state any discounts for such purposes, from your listed prices.				_____ % Discount off list price
If applicable, State overflow charge incurred on a per pickup basis:				\$
State charge per bag liner, if applicable, to be placed by awarded Contractor inside of a 30 gallon barrel located downtown (This is optional for the City):				\$_____/barrel
Please state Contact Name, email address and phone number of individual within your firm that will be responsible for service related issues and problem resolution upon award of this contract.				
Please state hours and <u>DAYS OF THE WEEK</u> that service is available. Please list any holiday of which service will NOT be provided:				

 Company Name

 Address

 City/State/Zip

 Telephone #

 Tax ID No.

 Authorized Person (Print)

 Signature

 Title

 Date

 Entity Type:

PART III

INSURANCE REQUIREMENTS

GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

CERTIFICATE OF INSURANCE. The Consultant shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Consultant shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Consultant's bid.

NOTICE OF CLAIM. The Consultant shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Consultant shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Consultant's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Consultant shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

INDUSTRY RATING.

The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating; OR
- Is a company mutually agreed upon by the City and the Consultant.

SUB-CONSULTANT'S INSURANCE. If any part of the contract is to be sublet, the Consultant shall either:

Cover all sub-consultant's in the Consultant's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Consultant and submit such certificates to the City as outlined herein.

SELF-INSURED RETENTIONS/DEDUCTIBLES. Any Consultant that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City such amounts shall be the sole responsibility of the Consultant. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Consultant for such assumed limits.

PROFESSIONAL LIABILITY: Professional liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions. (Procurement Officers are to include only when the service provided pertains to professional services such as: Architects, Engineers, CPAs, Land Surveying, Banking, Legal Services, Consulting Services, Financial Services, Medical or Health Services. If you are unsure, contact the City's Risk Manager for direction prior to issuance.)

Approved by Legal-Risk Mgt-1/16/2014

COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
General Aggregate:	\$2,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

AUTOMOBILE LIABILITY. Policy shall protect the Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

Any Auto; OR
All Owned Autos; Hired Autos; and Non-Owned Autos

Each Accident	\$1,000,000
Combined Single Limits	\$1,000,000
Bodily Injury	\$1,000,000
Property Damage:	\$1,000,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

WORKERS' COMPENSATION. This insurance shall protect the Consultant against all claims under applicable state Workers' Compensation laws. The Consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

GENERAL INSURANCE PROVISIONS

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Consultant nor has the City assessed the risk that may be applicable to the Consultant.
- 2) The Consultant's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Consultant.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Consultant with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee's Summit as an "additional insured" on the general liability. This inclusion shall not make the City a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

Personal/Advertising Injury
Independent Contractors
Additional Insured: City of Lee's Summit, Missouri

The certificate holder on the Certificate of Insurance shall be as follows):

City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

The City of Lee's Summit does not need to be named as additional insured on any Auto Liability Insurance requirements.

PART IV
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposals" means a solicitation of a formal, sealed proposal submittal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal submittal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposals submittal submitted by the successful respondent of this RFP will become a part of any agreement award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposals. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to request for proposals will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF SUBMITTAL:** Submittals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request for Proposals prior to the date and time indicated on the cover sheet. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this submittal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the submittal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE SUBMITTALS AND MODIFICATION OR WITHDRAWALS:** A submittal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A submittal may be withdrawn by signed, written notice. 2. A submittal may also be withdrawn in person by the respondent or its authorized representative who provides proper identification. 3. A submittal may be withdrawn via email by the respondent or its authorized representative. A submittal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A submittal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the respondent or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Submittals received after the date and time indicated on the cover sheet shall not be considered. Submittals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposals prior to the submittal submission deadline. Each respondent may submit only one (1) response to this RFP.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least a A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this submittal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposals may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the agreement shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the agreement.

12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **INDEMNITY AND HOLD HARMLESS:** Service Provider agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Service Provider, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this agreement. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
23. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Service Provider further covenants that in the performance of this agreement no person having such interest shall be employed.
24. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. **FREIGHT/SHIPPING:** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. **DAVIS BACON ACT:** The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

Revised by BC-11-6-15-Legal Approved-11-11-15

EXHIBIT A

NOTE: The City reserves the right to change the location of any bin on the map in Exhibit A at any time while incurring no additional costs from the hauler to do so. Any changes will be communicated to the awarded hauler.

