



## **CITY OF LEE'S SUMMIT**

PURCHASING, ADMINISTRATION DEPARTMENT  
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063  
816-969-1080 Phone 816-969-1081 Fax

### **RFP DOCUMENT**

#### **REQUEST FOR PROPOSAL NO. 11-018**

The City of Lee's Summit will accept separate sealed proposals from qualified firms/providers interested in providing the following:

#### **CITYWIDE RESIDENTIAL SOLID WASTE COLLECTION PROGRAM**

**SIX (6) SIGNED PROPOSALS PLUS ONE (1) UNBOUND COPY  
FOR A TOTAL OF SEVEN (7) COPIES  
MUST BE RECEIVED BY: 10:00 A.M., CST. ON SEPTEMBER 30, 2011**

**A MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD ON SEPTEMBER 1, 2011 AT 10:00 A.M.  
IN THE HOWARD A CONFERENCE ROOM AT CITY HALL,  
220 SE GREEN STREET, LEE'S SUMMIT, MO 64063.**

**THE CUTOFF DATE FOR ANY QUESTIONS FOR THIS RFP IS SEPTEMBER 15, 2011 AT NOON, CST.**

**PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL 11-018"**

**AND SEND A TOTAL OF SEVEN (7) COPIES TO:**

**City of Lee's Summit, Division of Purchasing  
Attention: Terri Burress, Senior Procurement Officer  
220 S.E. Green Street  
Lee's Summit, Missouri 64063  
816-969-1080**

**It is the responsibility of interested firms to check the City's website at [www.cityofls.net/City-of-Lees-Summit/Business-With-the-City/Bid-Opportunities.aspx](http://www.cityofls.net/City-of-Lees-Summit/Business-With-the-City/Bid-Opportunities.aspx), for any addendums prior to the closing date for this RFP.  
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 City of Lee's Summit will accept separate sealed proposals from qualified firms/ providers interested in providing the following:

**CITYWIDE RESIDENTIAL SOLID WASTE COLLECTION PROGRAM**

Proposals must be received by 10:00 a.m. local time on September 30, 2011 by the Purchasing Division, City Hall, 220 SE Green Street, Lee's Summit, MO 64063. A **MANDATORY** pre-proposal conference will be held on September 1, 2011 at 10:00 A.M. in the Howard A Conference Room at City Hall, 220 SE Green Street, Lee's Summit, MO 64063.

Proposal documents and any addendums are available by accessing the City's web site at [www.cityofls.net/City-of-Lees-Summit/Business-With-the-City/Bid-Opportunities.aspx](http://www.cityofls.net/City-of-Lees-Summit/Business-With-the-City/Bid-Opportunities.aspx), ; the City's e-procurement system, Onvia-DemandStar at [www.demandstar.com](http://www.demandstar.com); or by contacting the Purchasing Division at 816-969-1080.

It is the responsibility of interested firms to check the City's website at [www.cityofls.net/City-of-Lees-Summit/Business-With-the-City/Bid-Opportunities.aspx](http://www.cityofls.net/City-of-Lees-Summit/Business-With-the-City/Bid-Opportunities.aspx), for any addendums prior to the closing date for this RFP. 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 in the proposals, and to select the proposal deemed most advantageous to the City.

For any contract greater than \$5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and provision of documentation affirm 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. Letter from Contractors reciting compliance is not sufficient.

August 19, 2011

Terri Burress, Senior Procurement Officer

## TABLE OF CONTENTS

Cover Title	Page 1
Legal Notice	Page 2
Table of Contents	Page 3

### PART I

Description of Services Required	
1.0 Introduction	Page 4
2.0 Scope of Services	Page 4
3.0 City-Provided Services	Page 10
4.0 Timeline for RFP Process	Page 10
5.0 Map of Households to be Served	Page 11

### PART II

Instructions to Respondents	
1.0 Minimum Qualifications	Page 12
2.0 Selection Process	Page 12
3.0 Cost to Develop Proposal	Page 12
4.0 Instructions for Responding to this RFP	Page 13
5.0 Conflict of Interest	Page 13
6.0 Sample Agreement	Page 13
RFP Evaluation	
Proposal Evaluation Criteria	
Enclosure I – Proposal Ranking Sheet	Page 14
Enclosure II – Interview Ranking Sheet	Page 15

### PART III

General Conditions	Page 16
--------------------	---------

### PART IV

Special Conditions	
1.0 Insurance Requirements	Page 18
2.0 Business and Solid Waste Hauler License Requirements	Page 19
3.0 Work Authorization Requirements	Page 19

## PART I DESCRIPTION OF SERVICES REQUIRED

### 1.0 INTRODUCTION:

**City Goals and Objectives:** The City of Lee's Summit (the City) seeks a Contractor to provide services that will help residents decrease the amount of trash sent to landfills, increase recycling practices, and reduce the volume of heavy truck traffic on the City's streets. The City is soliciting written proposals from experienced Contractors who will provide true volume-based pricing for solid waste services with yard waste and commingled curbside recycling services included in the base fee at no additional charge. In addition, the City is seeking a qualified Contractor who is fully capable of handling billing and quality customer service. The City expects program implementation to begin after March 2012 but prior to March 2013.

**Demographics:** The services described in this Request for Proposal (RFP) shall be for residential households that do not to exceed more than four dwelling units under one roof (i.e., single-family house, duplex, or four-plex). Service to multi-family, commercial, or industrial customers will not be included in this RFP. The approximate number of households anticipated to be served under this RFP is 17,763. Those households located within active Homeowner's Associations (HOAs) having existing solid waste contracts in place shall not be included in the Scope of Services outlined in this RFP, which is estimated to be approximately 9,821 households. However, those HOAs must meet the minimum requirements stated in this RFP no later than 90 days prior to program implementation. The Contractor shall collect solid waste from any households located within HOAs that have not met the minimum requirements of this RFP no later than 90 days prior to program implementation.

**Reservation of Rights:** This RFP is a solicitation and not an offer to contract. The City reserves the right to reject any and all proposals. The City retains the right to abandon or terminate the RFP process at its discretion at any time. The City further reserves the right to issue clarifications and other directives concerning this RFP, to require clarification or further information with respect to any proposal, and to determine the final terms of any contract. Interviews will be required by the City with selected Contractors to clarify Contractor proposals and to allow for contract negotiations.

Acceptance of any proposal will be based upon factors including, but not limited to, evidence of experience, references with similar contracts, expertise of personnel, applicable resources, response to requirements, and costs for services.

### 2.0 SCOPE OF SERVICES:

The Contractor shall comply with all of the services described in this RFP and all applicable City Ordinances and State and Federal laws. Compliance responses to the requirements of this RFP are included in Part I of the RFP Submittal Document.

#### Definitions

*Bulky items* shall mean solid wastes which are either too large or too heavy to be safely and conveniently loaded in typical solid waste transportation vehicles by the Contractor.

*Commingled Recyclables* shall include the following items to be placed together in a single curbside receptacle and collected at the curb separately from solid waste and yard waste:

- Metal cans, including aluminum and tin cans and lids
- Plastic food-grade containers (types 1-7)
- Newspaper
- Magazines
- Telephone books, paperback books
- Paper bags
- Office and school paper
- Junk mail and envelopes
- Cardboard and paperboard

Additional items that can be considered for comingled recycling service includes:

- Aluminum trays and foil
- Styrofoam
- Aseptic packaging and gable top containers (milk and juice cartons)
- Plastic grocery bags
- Glass bottles and jars (clear, brown, green), excluding window glass, dinnerware, or ceramics

*Extra Trash* shall mean any solid waste bags that do not fit within the customer's solid waste container.

*HOA* shall mean Homeowner's Association

*License* shall mean the annual solid waste hauler license that must be obtained from the City for a solid waste hauler to operate within corporate City limits. In addition to the solid waste hauler license, the Contractor must also obtain an annual business license to operate within corporate City limits.

*Household* shall mean a residence with NO MORE than four (4) dwelling units under one roof (i.e., single-family house, duplex, or four-plex) that currently has individual solid waste service per dwelling (i.e., no common solid waste container provided for multiple dwellings by a property owner).

*Solid Waste* shall mean unwanted or discarded waste materials in a solid or semisolid state, including but not limited to garbage, ashes, refuse, rubbish, dead animals, animal and agricultural wastes, discarded appliances, special wastes, industrial wastes and demolition and construction wastes collected at the curb separately from yard waste and comingled recyclables.

*Yard Waste* shall mean leaves, grass clippings, yard and vegetable vegetation, and tree limbs collected at the curb separately from solid waste and comingled recyclables.

### **Scope of Services**

**Curbside Collection:** The Contractor shall provide curbside solid waste (volume-based), yard waste, and comingled recyclable collection and transportation service for residential households within the corporate City limits. The locations of the households are identified on the map included in Part I, Section 5.0 of this RFP. Service for residential curbside solid waste, yard waste, and comingled recyclables shall be provided year round on a weekly basis. No seasonal collections of solid waste, yard waste, or comingled recyclables shall be allowed. All solid waste, yard waste, and comingled recyclables shall be collected from an individual household on the same day of the week; however, each waste stream (solid waste, yard waste, and comingled recyclables) shall be collected separately from one another either in separate hauling vehicles or in completely separate compartments of hauling vehicles (i.e., split truck). On collection days, all residential solid waste, yard waste, and comingled recyclable containers shall be placed at designated collection points at the property curb line. The Contractor will not be required to collect materials from within buildings or structures. Upon emptying, all solid waste and comingled recycling containers shall be returned to the original property in an upright position with the lid closed. A list of the required and optional recyclables to be collected curbside is to be provided by the Contractor on Form No. 4 of the RFP Submittal Document.

**Containers:** The Contractor shall provide each household (customer) with two separate curbside containers; one container for solid waste and one container for comingled recyclables. The Contractor shall provide each customer a choice of one (1) of three (3) container sizes for residential curbside volume-based solid waste collection, in size increments as follows:

- Small (35 gallons) \*
- Medium (65 gallons)
- Large (95 gallons)

The City will consider other container sizes proposed by the contractor within 5 gallons of the container size specified in this RFP.

\* As an alternative for the small solid waste service option, the customer shall be allowed to decline the small solid waste container and utilize one (1) bag per week (not to exceed 35 gallons in capacity and 50 pounds) for solid waste disposal. In such an instance, any additional bags of solid waste set at the curb for collection shall be considered 'extra trash'. This provision shall only apply to the small solid waste service option and shall not be allowed for the medium or large solid waste service options.

Should a customer not specify which size solid waste container is most desired, the contractor shall provide the medium-sized container to that customer. In addition, the Contractor shall provide each customer at least a medium-sized container (as defined above) for curbside commingled recyclables collection. The actual sizes of containers to be provided by the Contractor shall be listed on Form No. 4 of the RFP Submittal Document.

All containers provided by the Contractor shall be leakproof, waterproof, fitted with a flytight lid, with at least two functional wheels, and a secure handle. The Contractor shall be responsible for either repairing or replacing containers upon report of damage by the customer.

Customers shall be responsible for providing their own biodegradable paper bags for the collection of loose yard waste (leaves, grass, and yard trimmings). Customers shall also be responsible for preparing bundles of tree limbs and branches using non-metal twine, which are not to exceed 18 inches in diameter, 40 inches in length, and 50 pounds.

**Volume-Based Pricing:** The Contractor shall provide a volume-based pricing structure for the services to be rendered as outlined in this RFP on Form No. 5 of the RFP Submittal Document. The Contractor shall charge customers (either on a monthly or quarterly recurring schedule) on the basis of the volume category of the solid waste container (small, medium, or large) selected by the customer to be serviced weekly, with weekly yard waste and commingled recyclables collection and transportation to be included in that fee. The Contractor shall determine the rate for the smallest solid waste container offered and that rate shall be used as a baseline for determining the rates for the medium and large solid waste containers. If requested by a customer, the charge for each additional container shall be no less than the monthly charge for the first such sized container service.

**Disposal Requirements:** The Contractor shall transport all residential solid waste and yard waste to the Lee's Summit Resource Recovery Park, 2101 SE Hamblen Road, Lee's Summit, Missouri. Commingled recyclables shall be transported to any City-approved recyclable processing facility. The name of the recyclable processing facility shall be provided by the Contractor on Form No. 4 of the RFP Submittal Document.

The current cost for solid waste disposal at the Lee's Summit Resource Recovery Park, as outlined in this RFP, is \$30.24 per ton and the current cost for yard waste disposal at the Lee's Summit Resource Recovery Park is \$7.86 per cubic yard. These costs include the Missouri Department of Natural Resources-issued Tipping Fee, which will be a direct pass-through to the Contractor. As part of this proposal, the Contractor shall provide, during contract negotiations, a cost modification for every \$1.00 increase/decrease in the Lee's Summit Resource Recovery Park gate rate and the respective monthly cost impact to the customer.

**Extra Trash:** Any solid waste bags that do not fit within the customer's solid waste container with the lid closed shall be deemed 'extra trash'. All 'extra trash' bags placed at the curb for collection shall have a pre-purchased sticker adhered to the bag prior to collection. The Contractor shall provide these stickers to customers for an additional subscription-based cost above and beyond the cost for basic solid waste, yard waste, and curbside recyclables collection. 'Extra trash' bags shall not exceed 35 gallons in capacity and 50 pounds. The specific method with which customers will be able to obtain pre-purchased stickers for 'extra trash' bags shall be provided by the Contractor on Form No. 4 of the RFP Submittal Document. The cost for pre-purchased stickers for 'extra trash' shall support the volume-based program outlined in this RFP and shall be provided by the Contractor on Form No. 5 of the RFP Submittal Document.

**Bulky Item Collections:** Bulky items are solid wastes which are either too large or too heavy to be safely and conveniently loaded into hauling vehicles by the Contractor, with the equipment available. The Contractor shall allow individual customers to contact them directly for any curbside bulky item collection requests. Curbside bulky items shall be collected and billed separately from weekly solid waste, yard waste, and commingled recyclables collection. The list of bulky items to be collected curbside on a subscription basis shall be provided by the Contractor on Form No. 4 of the RFP Submittal Document. The cost for bulky item collection shall be provided by the Contractor on Form No. 5 of the RFP Submittal Document.

**Holiday Trees:** The Contractor shall allow individual customers to contact them directly for curbside holiday tree collection requests. Customers shall be responsible for removing all decorations (including tinsel, lights, and ornaments) from holiday trees prior to collection. The cost for holiday tree collection shall be provided by the Contractor on Form No. 5 of the RFP Submittal Document.

**Collection Vehicles:** The Contractor shall either provide separate vehicles for the collection of residential solid waste, yard waste, and commingled recyclables, or provide vehicles capable of complete separation (i.e., split truck). At no time shall solid waste, yard waste, and commingled recyclables be collected together in the same vehicle or in the same compartment of a vehicle. The Contractor shall provide properly identified vehicles for the collection of solid waste, yard waste, and commingled recyclables (i.e., company name, address, and phone number clearly identifiable on all collection vehicles along with the type of

material to be collected within the vehicle). Information about all collection vehicles to be utilized under this RFP shall be provided by the Contractor on Form No. 4 of the RFP Submittal Document, including number of vehicles, type of vehicles (rear-load, automated, etc.), and other necessary vehicular equipment (i.e., communication devices, GPS routing systems, ability for photo-documentation, etc.) to be utilized for the services to be rendered as outlined in this RFP.

The Contractor shall provide collection vehicles constructed of watertight bodies with covers that are an integral part of the vehicle. In addition, the Contractor shall be responsible for ensuring that no collection vehicles leak any automotive fluids or spill any liquids or solids. No solid waste, yard waste, or recyclables shall be exposed in collection vehicles during transportation, including loading hoppers. Should any collection vehicles leak or spill fluids or materials of any kind onto City streets, right-of-way, or private property, the Contractor shall be responsible for the remediation of all such leaks or spills in the timeframe outlined in this RFP and to the satisfaction of the City.

**Cleanliness:** The Contractor shall not place, drop, disperse, or scatter any solid waste, yard waste, or recyclables on any City street, right-of-way, or private property. Upon emptying, all containers shall be returned to the original property in an upright position with the lid closed. Timeframe for remediation of any leaks, spills, or conditions resulting from an action of the Contractor are included in the “Complaints” paragraph below.

**Collection Routes:** The Contractor shall be responsible for establishing collection routes for the services to be provided under the scope of this RFP (collection of solid waste, yard waste, and curbside recyclables from individual customers on the same day of the week). The Contractor’s collection schedule and routes shall be provided to the City at least annually.

**Collection Areas:** The Contractor shall provide curbside solid waste, yard waste, and commingled recyclable collection and transportation service for customers identified on the map included in Part I, Section 5.0 of this RFP. Those households located within active HOAs having existing solid waste contracts in place shall not be included in the Scope of Services outlined in this RFP. However, those HOAs must meet the minimum requirements stated in this RFP no later than 90 days prior to program implementation. The Contractor shall collect solid waste from any households located within HOAs that have not met the minimum requirements of this RFP no later than 90 days prior to program implementation.

Should any of these HOAs choose to participate in the City’s program, they shall notify the City in writing no less than 90 days prior to their desired start date with the City’s program. Once an HOA submits such a request in writing, that HOA shall be a part of the City’s program henceforth.

**Collection Times:** The Contractor shall comply with the City’s Noise Ordinance (Chapter 17 of the Lee’s Summit Code of Ordinances) for collection times. Section 17-254.B.5 states that “loading, unloading, opening, closing, or other handling of boxes, crates, containers, building materials, or similar objects between the hours of 10:00pm and 7:00am 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” shall be declared unlawful. In addition, no collections shall be made on Sundays.

**Holiday Collection Schedule:** The Contractor shall provide the City a list of the Contractor’s recognized holidays on Form No. 4 of the RFP Submittal Document. Although no collections shall be required on those recognized holidays; the Contractor shall be required annually, no later than December 1 of the preceding year, to provide the City with the Contractor’s alternate collection days for those weeks within which recognized holidays fall.

**Billing:** The Contractor shall be responsible for the administration and billing of the services to be rendered as outlined in this RFP. The Contractor shall bill each customer or HOA directly.

**Contractor Contacts:** The Contractor shall designate a supervisor for collection crews working within the City to assure the duties of such crews are completed per the contract between the City and the Contractor. The Contractor’s supervisor must be accessible via mobile phone between the business hours of 8:00am and 5:00pm on days when the Contractor is collecting solid waste, yard waste, and recyclables within the City. In addition, a responsible representative from the Contractor shall contact the City’s designated representative twice daily, once in the morning prior to 9:00am and once in the afternoon prior to 3:00pm each business day, regarding all complaints received and any staff or equipment problems. The Contractor’s responsible representative must be accessible via telephone and email between the business hours of 8:00am and 5:00pm on days when the Contractor is collecting solid waste, yard waste, and recyclables within the City. All Contractor mobile phone numbers and email addresses shall be available to the designated City representative for direct contact, but will not be made available for use by the general public. Contact information for the Contractor’s owner/manager, designated supervisor, and responsible representative shall be provided on Forms No. 1 and No. 3 of the RFP Submittal Document.

In the event of an emergency or failure by the Contractor to be able to adequately perform the services described herein, the Contractor shall immediately contact the City's designated representative. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Fire Dispatcher at 816-969-7407. The Contractor shall follow the instructions that will be provided by the City to ensure the public health, safety, and welfare of the City.

**Customer Service Center:** The Contractor shall operate and maintain a Customer Service Center with the following minimum standards: 1) an active customer service phone number shall be made available to customers for use at all times; 2) the Customer Service Center shall be operational between the business hours of 8:00am and 5:00pm, Monday through Friday, during which time all calls shall be answered by a Customer Service Representative with call wait times not to exceed 15 minutes; 3) during all non-business hours, calls to the Customer Service Center shall be answered by either an answering service or answering machine; 4) all messages left with the answering service/machine shall be returned within one (1) business day; 4) the Contractor shall implement procedures approved by the City whereby complaints can be received by phone and email. A company website for customer access is preferred.

**Customer Service Standards:** The Contractor shall be the primary point of contact for all customers serviced through this RFP. The Contractor shall be responsible for providing all customer service functions, including, but not limited to, customer service requests for special needs tree and bulky item collection, resolving customer complaints, addressing missed collections, delivery and maintenance of solid waste and commingled recyclables containers, and questions regarding the preparation of materials for collection. The City shall forward all customer service calls directly to the Contractor.

**Complaints:** All complaints (including any unsightly or unsanitary leaks, spills, or conditions resulting from an action of the Contractor on City streets, right-of-way, or private property) received prior to 1:00pm shall be addressed by 6:00pm on the same business day the complaint was received. All complaints received after 1:00pm shall be addressed by Noon on the business day following the complaint. The Contractor shall maintain an electronic daily customer service log, in a format approved by the City and created in a Microsoft Excel-compatible spreadsheet, documenting all complaints received each day. The log shall include the date and time the complaint was received, the address for which the complaint was issued, the reason for the complaint, and the date and time the complaint was resolved. In addition, the Contractor shall be responsible for providing suitable evidence (such as photo-documentation) to defend against complaints such as missed collections, missing stickers on 'extra trash' bags, etc.

**Reporting Requirements:** By the 15<sup>th</sup> of each month, the Contractor shall provide a monthly electronic customer service report (created in software compatible with Microsoft Excel or Microsoft Word) to the City via email to include the electronic daily customer service logs for the previous month. Upon reasonable notice by the City, customer service records shall be open for inspection and copying for any reasonable purpose by the City.

In addition, by the 15<sup>th</sup> of each month, the Contractor shall provide a monthly electronic collection report (created in a Microsoft Excel-compatible spreadsheet) to the City via email documenting the number of customers served and the amount of solid waste, yard waste, commingled recyclables, and bulky items collected during the previous month (reported in tons).

**Public Information and Education:** The Contractor shall work with the City to provide service-oriented information to all customers, including:

- Participation with City staff and elected officials in public outreach, open houses, or other such community meetings to describe the new services to be provided to customers.
- Distribution of any City-provided service-oriented publications to all customers impacted by this program.
- Creation and distribution of a transition letter to each customer prior to the beginning of this program, which will explain the services to be provided under this program, including, but not limited to, services, costs, collection days, holiday schedule, and Contractor contact information. The transition letter must be approved by the City prior to distribution.
- Creation and distribution of an introduction letter to all new customers established throughout the duration of this contract (within 10 days of customer establishment) explaining the services to be provided under this contract, including, but not limited to, services, costs, collection days, holiday schedule, and Contractor contact information. The new customer introduction letter must be approved by the City prior to distribution.
- Any information the Contractor provides to customers shall be pre-approved by the City.



**Transition Plan:** The Contractor shall develop a transition plan for fulfilling the requirements outlined in this RFP. The transition plan shall be provided on Form No. 4 of the RFP Submittal Document and shall include the following:

- A proposed timeline for implementation, including projected time needed to obtain equipment and staff
- A proposed schedule for container distribution to customers
- A description of how the Contractor intends to remove any previous service provider's containers

**Proposed Term of Contract and Annual Renewal:** The Contractor shall provide a proposal for a five (5) year contract, including any provisions for no more than annual cost adjustments on Form No. 4 of the RFP Submittal Document. On the second contract anniversary date and each contract anniversary date thereafter, adjustments in cost, if requested by the Contractor, will be limited to an amount not to exceed the current Federal Consumer Price Index – Urban Consumers, All Items (CPI-U) rate. Conversely, adjustments in cost shall decrease in an amount equal to any decrease in the CPI-U rate. In addition, the City will consider requests for special rate adjustments to be made in the event of other significant events such as change to legislation which materially affects the provision of services under the contract.

The City intends to award a contract to the successful bidder for a period of five (5) years, provided the Contractor complies with all of the services and requirements described herein and is subject to an annual review.

**Proof of Performance:** The Contractor shall provide proof that the company is capable of performing the services described in this RFP for the entire term of the RFP.

**Performance Penalties:** Failure to adhere to the provision outlined in this RFP shall result in the following performance penalties:

**Action or Omission**

**Performance Penalty**

Failure to collect any and all solid waste, commingled recyclables, and/or yard waste from a customer and failure to address the complaint within the allotted time outlined in this RFP.

\$100 per incident  
Plus: \$5.00 credit per incident to the customer with the complaint on that customer's next bill

Failure to collect any and all solid waste, commingled recyclables, and/or yard waste and failure to address the complaint from the same customer at a frequency of more than two times in a 30-day period.

\$100 per incident  
Plus: Credit in the amount of one month's service payment to the customer with the complaint on that customer's next bill

Contractor misrepresentation on any reports or records.

\$100 per incident

Failure to submit monthly reports within the allotted time outlined in this RFP.

\$100 per incident

Commingled collection of any solid waste, recyclables, and/or yard waste in the same vehicle.

\$500 per incident

Failure to remediate any leaks or spills resulting either during collection or from Contractor vehicles to the satisfaction of the City within the allotted time outlined in this RFP.

Twice the cost for the City to cleanup plus \$500 per incident

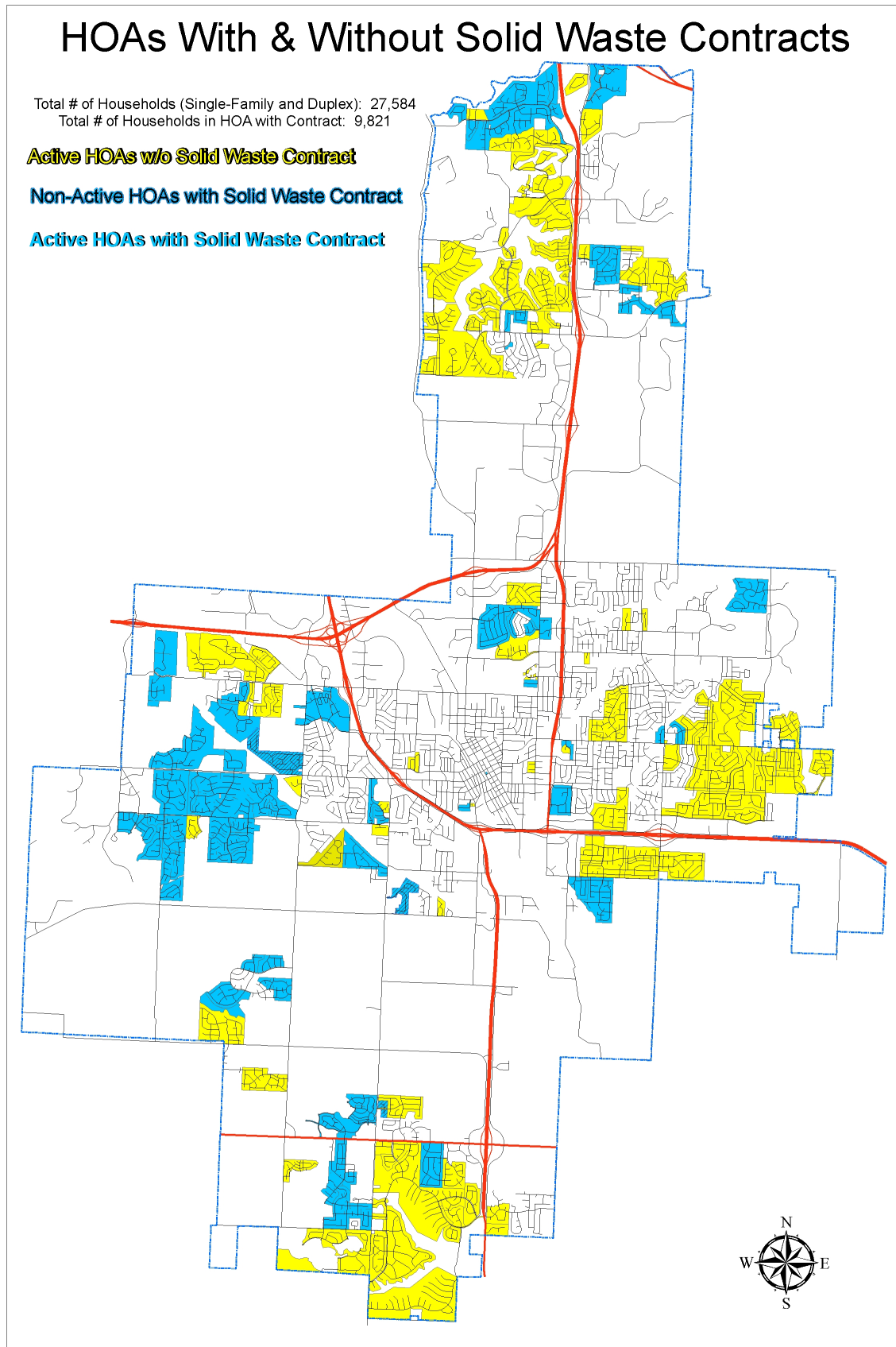
**3.0 CITY-PROVIDED SERVICES:**

The City shall provide a designated representative who shall be available to the Contractor during regular business hours, Monday through Friday, 8:00am to 5:00pm via office telephone, mobile phone, and/or email.

**4.0 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. The City reserves the right to adjust the timeline.

E-Mail RFP Notification	August 19, 2011
Pre-Proposal Conference (MANDATORY)	September 1, 2011 10:00 a.m.
Due Date for Proposals	September 30, 2011 10:00 a.m.
Evaluate Proposals	October 3-7, 2011
Interviews	October 10-14, 2011
Negotiations	October 17-21, 2011
Present to City Council	November 3, 2011
Notice of Award	November 4, 2011
Notice to Proceed	November 18, 2011

**5.0 MAP OF HOUSEHOLDS TO BE SERVED**

## PART II INSTRUCTIONS TO RESPONDENTS

### 1.0 MINIMUM QUALIFICATIONS:

A company engaged in the business of providing residential curbside solid waste, yard waste, and recycling services for a minimum of three (3) years within the past five (5) years. Recent start-up businesses do not meet the requirements of this solicitation. A start-up business is defined as a new company that has no previous operational history or experience in the relevant business. The Contractor shall provide a summary of relevant experience on Form No. 2 of the RFP Submittal Document.

The Contractor shall be a company in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees, such as state franchise fees. The Contractor shall provide a list of any regulatory compliance issues and final resolutions (e.g., citations, violations, warnings, etc.) within the last three (3) years on Form No. 4 of the RFP Submittal Document. The City of Lee's Summit reserves the right to request a copy of the Contractor's audited or un-audited financial statement.

The Contractor shall provide at least three (3) positive references/recommendations for clients currently/previously served, preferably, one of which, to be a municipality on Form No. 2 of the RFP Submittal Document. The City of Lee's Summit shall not provide a recommendation for any haulers who currently or have previously provided services within the corporate City limits.

### 2.0 SELECTION PROCESS:

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process will 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 following criteria:

- The Contractor's experience in providing similar services to municipalities during the past three (3) years.
- Key personnel that will be assigned to this contract and their experience with similar contracts.
- Applicable resources available to the respondent offering quality assurances / quality control procedures as well as the adequacy of the Contractor's team / resources to complete this contract within the requirements outlined in this RFP.
- Contract approach, including scheduling, detailed approach, familiarity with this contract, identification of unique issues, and the proposed communications with City staff, elected officials, and the public.
- Cost (up front submitted with proposal)

The Proposal Ranking Sheet for the evaluation of the proposals is included as Enclosure I to this section. The Selection Committee may request additional submittals.

**Step Two: Short List Interviews:** The written evaluation will produce a list of the top rated proposals that may be selected for interviews (short list). Oral interviews may be conducted in order to make a final decision.

The Program Manager will check references once a short list is determined. A reference check information memo will be prepared by the Procurement Officer or Program Manager and distributed to the interviewing committee. Reference check information is considered part of the interview process and incorporated into the Contractor's Experience & References criteria.

Upon selection of the top rated firm, the City will negotiate the specific terms of the contract, including cost.

### 3.0 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.

#### 4.0 **INSTRUCTIONS FOR RESPONDING TO THIS RFP:**

Respondents shall submit the correct number of signed copies of the proposal and bind them in 3-ring binders or plastic binding combs that can be easily removed. **DO NOT** use wire or metal binding. The proposal must be organized using the format provided in the RFP Submittal Document in a separate Word Document. All copies of proposals submitted, including any addenda, must be double-sided (i.e., printed on both sides of a sheet of paper). Where page limits are required, a page is considered one side of a sheet of paper.

**Proposals must be completed as instructed. Six (6) signed proposals plus one (1) unbound copy for a total of seven (7) copies must be submitted along with an equal number of each signed addenda (if applicable). Proposals received that do not include all required documents and signatures may be considered non-responsive.**

#### 5.0 **CONFLICT OF INTEREST:**

The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm.

#### 6.0 **SAMPLE AGREEMENT:**

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 a contract which differs from the following example.

##### **SAMPLE SERVICE AGREEMENT FOR CITYWIDE SOLID WASTE & CURBSIDE RECYCLING**

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 Exhibit A, in consideration of the payment terms described in Exhibit B, subject to the General Conditions described in Exhibit C; 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 Exhibit A; Payment Terms, attached hereto as Exhibit B; General Conditions, attached hereto as Exhibit C. Where the terms of the RFP or the Proposal conflict with anything in Exhibits A, B, or C, the terms of the Exhibits 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 contract 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 as 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. The term of this Agreement shall be \_\_\_\_ from the date first written above. The City may, at its option, renew the Agreement for up to \_\_\_\_ 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

## ENCLOSURE I PROPOSAL RANKING SHEET

### A. SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

EVALUATION CRITERIA	MAXIMUM POINTS	SCORE
<b>1.0 Evidence of Experience &amp; References with Similar Contracts (FORM 2)</b> Consider experience and references listed by the provider on Form No. 2 of the RFP Submittal Document. Is the provider experienced in providing services similar to that requested in the RFP? Does the proposal include subcontractors? <ul style="list-style-type: none"> <li>• Familiarity and experience with similar contracts</li> </ul>	20	_____
<b>2.0 Expertise of Firm /Provider Personnel (FORM 3)</b> Consider comparable experience and background of specific personnel that shall be assigned to the contract as outlined on Form No. 3 of the RFP Submittal Document. Also consider the specific involvement of those persons in contracts listed on Form No. 2 of the RFP Submittal Document. Do the key personnel work for the primary contractor or a subcontractor? Experience on contracts of similar scope and size: <ul style="list-style-type: none"> <li>• Contract Manager</li> <li>• Contract team</li> </ul>	10	_____
<b>3.0 Applicable Resources (FORMS 1 and 4)</b> Evaluate the extent of applicable resources available to the provider to achieve the contract requirements as listed on Forms No. 1 and No.4 of the RFP Submittal Document. <ul style="list-style-type: none"> <li>• Standard Quality Assurance/Quality Control program or procedures the company has in place</li> <li>• Adequacy of proposed team/resources to perform contract within required time frames</li> </ul>	20	_____
<b>4.0 Responses to Requirements Section and Contract Narrative (FORM 4 and Part I of RFP Submittal Document)</b> Evaluate the provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the approach outlined on Form No. 4 and Part I of the RFP Submittal Document. <ul style="list-style-type: none"> <li>• Schedule and detailed approach is reasonable/responsive to City's needs</li> <li>• Roles of all involved parties clearly identified</li> <li>• Familiarity with contract as evidenced by proposal (if applicable)</li> <li>• Identify/recognize critical or unique issues specific to the contract</li> <li>• Adequacy of proposed communications process</li> <li>• Unique approaches that have been successful elsewhere</li> <li>• Additional items for comingled recycling</li> <li>• Non-scope services</li> </ul>	20	_____
<b>5.0 Cost (FORM 5)</b> Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	30	_____

TOTAL POINTS \_\_\_\_\_  
(100)

Ranked By: \_\_\_\_\_

ENCLOSURE I

## ENCLOSURE II INTERVIEW RANKING SHEET

### B. SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

EVALUATION CRITERIA	MAXIMUM POINTS	SCORE
<b>1.0 Evidence of Experience &amp; References with Similar Contracts (FORM 2)</b> Consider experience and references listed by the provider on Form No. 2 of the RFP Submittal Document. Is the provider experienced in providing services similar to that requested in the RFP? Does the proposal include subcontractors? <ul style="list-style-type: none"> <li>• Familiarity and experience with similar contracts</li> </ul>	20	_____
<b>2.0 Expertise of Firm /Provider Personnel (FORM 3)</b> Consider comparable experience and background of specific personnel that shall be assigned to the contract as outlined on Form No. 3 of the RFP Submittal Document. Also consider the specific involvement of those persons in contracts listed on Form No. 2 of the RFP Submittal Document. Do the key personnel work for the primary contractor or a subcontractor? Experience on contracts of similar scope and size: <ul style="list-style-type: none"> <li>• Contract Manager</li> <li>• Contract team</li> </ul>	10	_____
<b>3.0 Applicable Resources (FORMS 1 and 4)</b> Evaluate the extent of applicable resources available to the provider to achieve the contract requirements as listed on Forms No. 1 and No.4 of the RFP Submittal Document. <ul style="list-style-type: none"> <li>• Standard Quality Assurance/Quality Control program or procedures the company has in place</li> <li>• Adequacy of proposed team/resources to perform contract within required time frames</li> </ul>	20	_____
<b>4.0 Responses to Requirements Section and Contract Narrative (FORM 4 and Part I of RFP Submittal Document)</b> Evaluate the provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the approach outlined on Form No. 4 and Part I of the RFP Submittal Document. <ul style="list-style-type: none"> <li>• Schedule and detailed approach is reasonable/responsive to City's needs</li> <li>• Roles of all involved parties clearly identified</li> <li>• Familiarity with contract as evidenced by proposal (if applicable)</li> <li>• Identify/recognize critical or unique issues specific to the contract</li> <li>• Adequacy of proposed communications process</li> <li>• Unique approaches that have been successful elsewhere</li> <li>• Additional items for comingled recycling</li> <li>• Non-scope services</li> </ul>	20	_____
<b>5.0 Cost (FORM 5)</b> Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	30	_____

TOTAL POINTS \_\_\_\_\_  
(100)

Ranked By: \_\_\_\_\_

ENCLOSURE I

## PART III 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 proposal" means a solicitation of a formal, sealed proposal.
  - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" who submits a formal sealed proposal 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 "contractor" means the respondent awarded a contract under this proposal.
3. **COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract 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 proposal shall be submitted in writing to the Purchasing Office, 220 S.E. Green Street, Lee's Summit, MO 64063, referencing this 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 PROPOSAL INFORMATION:** Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project.  
  
All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF PROPOSAL:** Proposals are to be sealed and submitted to the Purchasing Office, 220 S.E. Green Street, Lee's Summit, MO 64063, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a written addendum. Submit **EQUAL** number of signed addendum with the number of proposals required. Verbal responses and/or representations shall not be binding on the City.
8. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall not be considered.  
  
Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
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 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 proposal.
11. **TERMINATION:** Subject to the provisions below, any contract derived from this Request For Proposal 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 contract 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 contract 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 contractor 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 contract shall be cancelled and the contractor 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 contract.
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 proposal, and to make award to the response deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal 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 contract 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:** Contractor 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 Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, 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)).
22. **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 contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor 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 contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
23. **DEBARMENT:** By submission of its response, the Contractor 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 Administrations 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 prevision of law. If the Contractor 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 Contractor understands that the obligation of the City to pay for goods and/or services under the contract 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 contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

## PART IV SPECIAL CONDITIONS

### GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

#### 1.0 INSURANCE REQUIREMENTS:

##### **CERTIFICATE OF INSURANCE**

The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor 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 contract. The cost of such insurance shall be included in the Contractor's bid.

##### **NOTICE OF CLAIM**

The Contractor 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 Contractor 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 Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the contract, the Contractor 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 Contractor.

##### **SUB-CONTRACTOR'S INSURANCE**

If any part of the contract is to be sublet, the Contractor shall either:

- Cover all sub-Contractor's in the Contractor's liability insurance policy or,
- Require each sub-Contractor not so covered to secure insurance in the minimum amounts required of the Contractor and submit such certificates to the City as outlined herein.

**SELF-INSURED RETENTIONS / DEDUCTIBLES:** Any Contractor 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 Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

##### **COMMERCIAL GENERAL LIABILITY POLICY**

Limits:	Each occurrence:	\$1,000,000
	Personal & Advertising Injury:	\$1,000,000
	Products/Completed Operations Aggregate:	\$1,000,000
	General Aggregate:	\$1,000,000

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 Contractor 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:

- A) Any Auto  
OR  
B) All Owned Autos; Hired Autos; and Non-Owned Autos

**Limits:**

Each Accident, Combined Single Limits,  
Bodily Injury and Property Damage: \$1,000,000  
City of Lee's Summit, Missouri additional insured on Automobile Liability

**WORKERS' COMPENSATION**

This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor 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:

<b>Workers' Compensation:</b>	<b>Statutory</b>
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

**UMBRELLA / EXCESS LIABILITY****Limits**

Each Occurrence: \$ 1,000,000  
Annual Aggregate: \$ 1,000,000

**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 Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor'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 Contractor.
- 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 Contractor 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 and auto liability policies. This inclusion shall not make the City a partner or joint venture with the contract Contractor 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. The certificate holder on the Certificate of Insurance shall be as follows:

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

**2.0 BUSINESS AND SOLID WASTE HAULER LICENSE REQUIREMENTS:**

The successful company awarded this contract will be required to obtain an annual business license and an annual solid waste hauler license from the City of Lee's Summit prior to program implementation.

**3.0 WORK AUTHORIZATION AFFIDAVIT:**

As a condition for the award of any contract in excess of five thousand dollars (\$5,000), the Contractor or business entity, as defined in § 285.530, RSMo, shall, by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and provision of documentation, affirm 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. Letter from Contractor 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 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 Contractor'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 Contractor.