

**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. 2019-032**

The City of Lee's Summit will accept mailed, emailed or hand delivered proposals from qualified persons interested in providing the following:

**OPERATION OF THE PUBLIC DISPOSAL AREA FOR THE CITY OF LEE'S SUMMIT AT THE RESOURCE RECOVERY PARK  
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

**PROPOSALS MUST BE DELIVERED PRIOR TO THE CLOSING DATE OF JANUARY 23<sup>RD</sup>, 2019 AT 2:00 P.M. LOCAL TIME**

**A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR JANUARY 9<sup>TH</sup>, 2019 AT 10:00AM LOCAL TIME  
AT THE LEE'S SUMMIT MAINTENANCE FACILITY (CONFERENCE ROOM A) LOCATED AT 1971 SE HAMBLEN RD LEE'S SUMMIT, MO 64082**

It is the responsibility of interested companies to check with the City's Purchasing Office 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.**

NOTE: All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.

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

**CITY OF LEES SUMMIT REQUEST FOR PROPOSAL 2019-032**

The City of Lee's Summit will accept delivered proposals from companies interested in providing Public Waste Disposal Services for the City of Lee's Summit Resource Recovery Park as a potential two (2)-year Contract. Proposals must be received by 2:00 P.M local time, on January 23<sup>rd</sup>, 2019.

RFP documents and any addendums are available by contacting the Procurement Officer listed on page 1. 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 at the City of Lee's Summit Maintenance Facility in Conference Room A located at located at 1971 SE Hamblen Rd. in Lee's Summit, MO 64082 January 9<sup>th</sup>, 2019 at 10:00 A.M. local time. **All interested bidders are encouraged, but not required 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 companies interested in operating the public disposal area for the City of Lee's Summit at the Resource Recovery Park at no cost to the city. **This Request for Proposal and the response shall become a part of the final Agreement unless specifically excluded therefrom.**

**Public Disposal Area (PDA) Service**

The purpose of this Request for Proposal (RFP) is to continue to provide convenient solid waste disposal services to Lee's Summit residents on a limited basis.

The PDA is located within the City of Lee's Summit's Resource Recovery Park (RRP). The PDA contains space for five, forty cubic-yard roll-off boxes for disposal of waste. Roll-off boxes must be provided by the awarded Contractor at no cost to the City. Customers dispose of waste on the upper level and boxes are pulled from the lower level. The City offers the use of and access to this area of the RRP property and customer base. The scale house may be available for use by the Contractor, when requested. A facility map of the Resource Recovery Park is attached to this Solicitation and identified as Exhibit B.

**Term of the Contract**

PDA Services will be provided for a period of two (2)-years from the execution of this contract. Two (2), one (1)-year extensions beyond the initial two (2)-year contract may be granted if needed, and approved by the City. If an award is a result of this Solicitation, this agreement may be terminated at the end of the initial two (2)-year contract term, OR at the end of either one year contract extension, if applicable OR when a transfer station is open. Extensions may be granted on an annual basis, after the initial two (2) year term, and with the written approval of the City Manager, or his designee. The City reserves the right to terminate this Contract, for any reason and without cause, if awarded, by giving the awarded Contractor a thirty (30) day notice in writing.

**Regulatory Requirements**

The awarded Contractor shall comply with all local, state and federal regulations and all conditions of the City's solid waste permit.

**Targeted Customer Base**

The purpose of this RFP is to continue to provide convenient solid waste disposal services to individual residents on a limited basis. At a minimum, the successful respondent will provide waste drop-off service for the individual residents of Lee's Summit.

**1.1 Description of Operations or Background:**

The City of Lee's Summit has provided solid waste services to its residents for the past 36 years. The Lee's Summit Landfill has been the core of the City's services. The Landfill is reaching permitted capacity and will close in the very near future. The City desires to continue providing services to its citizens and anticipates issuing a separate RFP for the construction of a waste transfer station. The design, permitting and construction of a waste transfer station are expected to take at least two (2) years.

**2.0 SCOPE OF SERVICES:**

**2.1 Days of Operation:** At a minimum, the PDA will be open for use three (3) days per week including a Saturday. The contractor may open and operate the facility on additional days, if it so chooses.

2.1.1 The PDA Service operation will be restricted from operating on Sunday's, except in emergency situations, with prior written approval from the City.

2.1.2 The PDA historically has been closed during the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

2.2 **Hours of Operation:** The PDA's hours of operation will be limited to the existing hours of operation, unless the contractor receives written permission from the City.

2.2.1 The current hours of operation are 7:30am – 4pm on weekday's and 8am until 4pm on Saturday's.

2.3 **Prohibited Items: Materials that shall not be accepted in waste receptacles at the PDA are identified below and are listed as per the Missouri Department of Natural Resources (MDNR).**

The MDNR list of currently banned items from Municipal Solid Waste (MSW) Landfills, include:

- Hazardous, universal, or toxic wastes
- Liquids, except in household containers
- Semisolids
- Sludge containing free moisture
- Highly flammable or volatile substances
- Pesticides or unexpended pesticide containers
- Animal manure
- Septic tank pumping's
- Raw sewage sludge
- Radioactive material
- Explosives
- Automobile or truck bodies
- Waste Oil
- Lead acid batteries
- Major appliances
- Tires not cut into three equal pieces, shredded, or cut in half on the circumference
- Yard waste
- Infectious wastes
- PCB's

2.3.1 Some of these items may be recycled, or diverted, with the City's permission. This above list is subject to change by MDNR. Any such MDNR changes shall be adhered to by the awarded Contractor. Failure to comply may result in immediate termination of an Agreement, if awarded, by the City. Any applicable penalties and fines imposed by MDNR for failure to comply shall be the awarded Contractor's responsibility.

2.4 **Scalehouse Activities:** The scalehouse has been used in the past for customer service, and is available for use by the awarded Contractor, if requested. The awarded Contractor will be responsible for performing and documenting daily load inspections, as required by the MDNR.

2.5 **Reporting Requirements:** The MDNR requires that incoming waste, from out of state, be reported on an annual basis. The awarded Contractor will be responsible for submitting an annual report to the MDNR. The annual report shall be submitted to MDNR, on or before January 31<sup>st</sup> of every calendar year. MDNR will also require that a tipping fee be submitted, on a quarterly basis, for all waste leaving the State of Missouri. If the waste leaving the PDA will be traveling to a Missouri landfill, no MDNR tipping fee will need to be collected.

2.5.1 The awarded Contractor will be responsible for tracking, reporting, and sending the appropriate tipping fee to the MDNR on a quarterly basis. Copies of all reports to MDNR shall be provided electronically to the City's Contract Administrator at the same time of submission to MDNR.

2.5.2 In addition, monthly reports will be required to be provided to the City, which shall include number of customers for the month, tonnage for the month and types of materials received (or diverted) for the month. The monthly reports to the City shall be provided by the awarded Contractor on or before the 15th of every month.

2.6 **Commercial Waste:** Priority shall be given to individual residents at the PDA. Commercial waste may be accepted at the PDA as long as service to residents is not impaired.

- 2.7 **Permitted Vehicles:** Vehicles bringing solid waste to the PDA will be limited to cars, pickup trucks and vehicles with trailers. Service will be provided only to customers that can hand unload. Per the existing solid waste permit, no material will be allowed to be dumped on the ground at the PDA area.
- 2.8 **Special Waste:** Special waste, as defined by the MDNR, shall NOT be accepted at the PDA.
- 2.9 **Environmental Programs:** At the awarded Contractor's discretion, the following environmental programs may be offered.
- Mattress and box spring recycling program
  - Cardboard recycling program
  - Metal recycling program (including appliances)
  - Tire recycling program
  - Electronics recycling program
  - Household hazardous waste diversion program
  - Yard waste and brush diversion program
- 2.10 **PDA Staffing:** The awarded Contractor shall provide at least one (1) staff member to manage the PDA during established business hours when customers are present. The PDA staff member shall be responsible for screening material for banned items while customers unload vehicles. The PDA staff member onsite shall be trained in first aide and emergency procedures in case hazardous materials are discovered. The PDA staff member shall also be responsible for controlling traffic and managing box pulls.
- 2.11 **PDA Activity:** Waste receptacles shall be emptied in a quick and efficient manner at the end of each business day. Receptacle management is critical to the success of this agreement, if awarded. As part of this RFP submittal, the Respondent shall provide a detailed plan for such management, acceptable to MDNR and the City, with the intent of maximizing customer satisfaction and full MDNR compliance. The Respondent's submitted plan will be scored as a part of the Form No. 5 Project Approach Narrative. If the Respondent's proposed plan includes a dump truck and/or trailer, height differentials to the safety railing will need to be addressed. The Waste Receptacle plan will also need to identify roll-off trucks, box sizes and quantities, if applicable.
- 2.11.1 The City requires receptacles containing waste to be emptied at the end of each business day, consistent with MDNR regulations. If extenuating circumstances require that material be left overnight, the awarded Contractor shall submit a detailed plan in writing to the Contract Administrator, which outlines how quickly the waste will be disposed of. Historical activity (from 2015) relating to the number of customers is provided as an attachment.
- 2.12 **Safety Requirements:** Safety of the customers, staff members and the facility is paramount. Respondents shall submit a safety program, which shall include emergency preparedness plans and emergency contingency plans as part of the submittal. Respondent's submitted safety plan will be scored as a part of the Form No. 5 Project Approach Narrative
- 2.12.1 PDA safety railings shall be maintained and in place at all times during PDA operation. In the event that safety railings are damaged, the contractor shall make emergency repairs to ensure that the area is safe and notify the City. Permanent repairs shall be made within five (5) business days, unless otherwise approved in writing. All repairs shall be at the awarded Contractor's expense.
- 2.12.2 Compliance with all aspects of the facilities Storm Water Pollution Prevention Plan (SWPPP) related to the PDA will be the responsibility of the awarded Contractor. A copy of the SWPPP is available on request.
- 2.13 **PDA Solid Waste Operations Plan:** The awarded Contractor shall be responsible for submitting a solid waste management operations plan for the PDA to the MDNR, with the prior authorization of the Contract Administrator and approval by the City Manager or his designee. The awarded Contractor shall be responsible for any and all applicable fees associated with any modifications to the operations plan, if needed.
- 2.14 **Facility Maintenance:** The awarded Contractor shall be required to manage and maintain all areas used as a part of the Contractor's operation of the PDA to the City's satisfaction. At a minimum, the following areas shall be maintained during the contract period. This is not a complete list, but rather a representation of some of the tasks that the contractor will perform:

- Clean up of trash and mud around the receptacles. Trash and mud shall not be permitted to enter the storm water grates (which drain to the sanitary sewer) under the receptacles at the PDA.
- Pick up any litter on RRP property.
- Routine scalehouse maintenance and repairs, if used.
- Scale and undercarriage (removal of debris), if used.
- Entryway signage (painting).
- Landscaping (trimming and mulching).
- Entrance and exit roadway between front gate and the scalehouse, and between scalehouse and PDA, (primarily by picking up litter or items falling from vehicles).
- Mowing of grass in all areas adjacent to the roadway, scalehouse and PDA. (See Mowing Areas in Exhibit B)
- Routine collection of litter on Hamblen Rd., from Bailey Rd. to front gate of RRP.

2.15 **Utility Responsibility:** The awarded Contractor will pay for all utility service utilized at the scalehouse, the PDA, or any location at the RRP used as part of the PDA Service. Utility service includes, but is not limited to, water, sewer, and electrical service.

2.16 **Customer Service:** Every effort shall be made by the awarded Contractor to minimize the customer wait time at the PDA and at the entrance. For safety purposes and traffic flow, the entry line should not be long enough to force vehicles to wait on Hamblen Rd.

2.16.1 Serving customers courteously and professionally is a high priority for the City. Respondents shall submit a detailed Receptacle Management Plan as outlined on Form No. 5. The City will use past experience and previous contracts and references as part of the evaluation process. Previous contracts and references shall be attached to the response on Form No. 3 of this RFP.

2.16.1.1 As part of the customer service plan, the awarded Contractor shall maintain a usable electronic record of all complaints, accidents, or violations of regulations including:

- Date and time complaint, accident, or violation;
- Identification of the person/entity who made the complaint, issued the violation, or was involved in the accident;
- Contractor's summary of the complaint, accident, or violation;
- Date, time and action taken to resolve complaint, accident, or violation;
- Name of responsible contact at Contractor's location regarding the, accident, or violation; and
- Measures taken to prevent such future complaint, accident, or violation.

2.16.1.2 The awarded Contractor shall submit the report, in a format previously approved by the Contract Administrator, to the Contract Administrator on a monthly basis.

2.17 **Administrative Penalties:** The awarded Contractor understands that if there is failure to perform, the Contractor's acts or omissions may constitute a breach, resulting in an Administrative Charge or termination of an Agreement, if awarded. Administrative Charges may result in a maximum penalty of \$100 per incident, and repetitive charges may result in termination of an Agreement contract. Administrative Charges may be levied for the following infractions:

- Failure to accept acceptable waste during required hours of operation;
- Failure to store solid waste in accordance with Agreement;
- Failure to screen/separate materials from loads in accordance with Agreement;
- Failure to meet minimum access (road) requirements in accordance with Agreement;
- Failure to maintain the PDA in accordance with industry standards and correct such problem within a reasonable time as determined by the Contract Administrator;
- Failure to comply with spillage, leakage, litter and odor, and other nuisances in accordance with MDNR regulations;
- Violation of the operating permit from the Missouri Department of Natural Resources, violations of other permits or licenses required by applicable law for Contractor to operate the PDA; and
- Failure to provide customer service as set out in the submitted operations plan and agreement.

- 2.17.1 The awarded Contractor may appeal Administrative Charges levied by the Contract Administrator to the Director of the Public Works Department. Decisions of the Public Works Director and the Legal Department shall be final.
- 2.18 Compliance with Laws and Regulations:** The awarded Contractor shall, at its own expense, identify and comply with all federal, state and local laws and regulations applicable in connection with its use and occupancy of each of the properties, its operation of the facility, or its transport of solid waste from the RRP.
- 2.18.1 Federal, state, and local requirements applicable to solid waste management facility operation in Lee's Summit, Missouri include, but are not limited to the following are listed below. Additional awarded Contractor requirements shall apply as identified elsewhere in this RFP.
- 2.18.1.1 Federal requirements include but are not limited to the following:
- Resource Conservation and Recovery Act: [United States Code \(USC\), Title 42, Chapter 82](#), and [Code of Federal Regulations \(CFR\), Title 40, Chapter I, Subchapter I](#)
  - Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA): [USC, Title 42, Chapter 103](#), and [CFR, Title 40, Chapter I, Subchapter J](#)
  - Clean Air Act: [USC, Title 42, Chapter 85](#), and [CFR, Title 40, Chapter I, Subchapter C](#)
  - Clean Water Act: [USC, Title 33, Chapter 26](#), and [CFR, Title 40, Chapter I, Subchapter D](#)
  - Safety and Health Regulations for Construction: [CFR, Title 29, Section 1926](#)
  - Occupational Safety and Health Standards: [CFR, Title 29, Section 1910](#).
- 2.18.1.2 State requirements include but are not limited to the following:
- Solid Waste Law: [Missouri Code of State Regulations \(CSR\), Title 10, Division 80](#), and [Missouri Revised Statutes \(RSMo\), Sections 260.200 to 260.345](#)
  - Spill Bill: [CSR, Title 10, Division 24](#), and [RSMo, Sections 260.500 to 260.550](#)
  - Clean Air Law: [RSMo, Chapter 643](#)
  - Clean Water Law: [RSMo, Chapter 644](#).
- 2.18.2 If the awarded Contractor performs any work in violation of applicable laws or regulations, the awarded Contractor shall bear all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting therefrom. The City shall have access to the properties to inspect and confirm the awarded Contractor is using the facility in accordance with applicable laws and regulations.
- 2.18.3 The awarded Contractor shall not store, use, manage, or dispose of any hazardous materials on any of the properties in violation of environmental laws.
- 2.19 Fuel Storage Tanks:** If regulated storage tanks, underground storage tanks (UST), or aboveground storage tanks (AST) are maintained onsite, the Contractor shall be responsible for regularly monitoring, testing, inspecting, insuring, and closing said tanks, all in accordance with applicable environmental laws.
- 2.20 Licenses and Permits:** The awarded Contractor shall obtain and pay for all licenses and permits from public or private sources necessary for the fulfillment of its obligations on this project. The Contractor shall obtain copies of all necessary licenses and permits from subcontractors required for the work before subcontractors begin work at the site. The Contractor shall retain such evidence in its files and make available to the City within ten (10) business days after the City's written request.
- 2.20.1 The awarded Contractor shall be responsible for all permitting activities, costs, and fees associated with operating the PDA.
- 2.21 Natural Disasters:** In the event of a natural disaster or other state of emergency in the Lee's Summit area, the awarded Contractor shall work with the City to develop staging areas to process customers.

**3.0 SPECIFICATIONS FOR PUBLIC WASTE DISPOSAL LOCATION:**

All services provide for in this RFP will take place at the City of Lee's Summit Resource Recovery Park, located at 2101 SE Hamblen Road, Lee's Summit, Missouri.

**4.0 CITY PROVIDED SERVICES:**

The City offers the use of and access to the RRP property and customer base. A facility map is attached to this RFP as Exhibit A. The City will also provide the customer counts for the last full year that the City operated the PDA (2015) to the awarded Contractor. The customer count is not a guarantee of the number of customers that will utilize the PDA. However, it will provide helpful, historical information that may be useful to the contractor. The customer count is attached to this RFP as Exhibit C.

**5.0 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 various circumstances.

Post RFP Notification	December 21st, 2018
Question Cutoff date	January 17 <sup>th</sup> , 2019 @ Noon, Local Time,
Receive Proposals	January 23 <sup>rd</sup> , 2019 @ 2:00 P.M., Local Time
Meet to review	Week of January 28 <sup>th</sup> , 2019
Interviews (if needed)	Week of February 11 <sup>th</sup> , 2019
Notice to Proceed	March, 2019

**PART II**  
**INSTRUCTIONS TO RESPONDENTS**

**1.0 MINIMUM QUALIFICATIONS**

Only applicants that have existing solid waste hauler licenses with the City of Lee's Summit will be considered for award of this RFP. Respondents are also required to have business licenses from the City of Lee's Summit.

**2.0 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, if necessary.

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 for reference. 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 company 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 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 companies 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 company 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 for reference. 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 company, the City may negotiate the specific terms of the agreement.

**3.0 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.

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

Proposals must be hand delivered, mailed or e-mailed to the Procurement Officer listed on the Cover Page of this RFP prior to the closing date of January 23rd, 2019 at 2:00 P.M. local time of which is the deadline for submittals. The cutoff date and time for questions is January 17th, 2019 at Noon Local Time. Any changes to this RFP closing date and time shall be done via an Addendum issued by the Procurement and Contract Services Division. All questions should be directed to the Procurement Officer identified on page one of this document.

The proposal **must** 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
- f. Form No. 2 – Key Outside Contractors (sub-contractors)
- g. Form No. 3 – Experience/References – List those projects your company 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 company 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. 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.
- j. COST FORM 6A--Customer Fee Schedule and COST FORM 6B--Optional Service Fee Schedule. Identify all fees that will be charged at the Resource Recovery Park. This section is to be signed by an authorized representative of the company. The entity type and Tax ID number must also be provided.
- k. Before an agreement will be entered into, the successful respondent shall furnish to the City all items stated in section 4 INSTRUCTIONS FOR RESPONDING TO THIS RFP as well as a CERTIFICATE OF INSURANCE as described in Insurance Requirements PART III.

#### **5.0 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.

#### **6.0 NO FINANCIAL INTEREST OR OTHER CONFLICT:**

By submission of its response, the bidder certifies that they are in compliance with items 6.1 through 7.4.

- 6.1 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.
- 6.2 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.

#### **7.0 DEBARMENT AND SUSPENSION STATUS:**

- 7.1 **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.
- 7.2 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.
- 7.3 **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.
- 7.4 **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

**8.0 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.

**9.0 INSURANCE:**

The proposer 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.

**10.0 COMPLIANCE:**

The following items shall be provided by the respondent to the City of Lee's Summit Procurement and Contract Services Division prior to the issuance of an agreement:

**10.1 To be provided with proposal submittal:**

- Proposer must complete the proposal document in its entirety
- Form No. 1: Provider Profile
- Form No.2: Key Outside Contractors
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Narrative
- Form No. 6A: Customer Fee Schedule
- Form No. 6B: Optional Service Fee Schedule

**10.2 To be provided prior to the issuance of an agreement:**

- Business License
- Certificate of Insurance (COI) naming the City of Lee's Summit as additional insured under General Liability
- W-9 (new vendor only)
- Work Authorization Affidavit
- E-Verify Signature page

10.3 All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>

10.4 Respondents legal entity company name must be identified the SAME on their W9 and Certificate of Insurance (COI).

**11.0 RENEWAL OPTION:**

11.1 The City reserves the right to negotiate this agreement for up to two (2), one (1)-year extensions, if needed. If awarded, this agreement shall end at the end of the initial two (2) year agreement term, OR at the end of one of the annual extensions, OR when the transfer station is open. One year Extensions may be granted on an annual basis with the written approval of the City Manager, or his designee.

11.2 Due to the uniqueness of this service, the City will provide an opportunity for the awarded Contractor to request in writing to Procurement Department and Contract Services a pricing increase to the fees collected from the customer (as identified on Cost Forms 6A and 6B) after the first six (6) months of this agreement. If the awarded Contractor requests an increase in fees charged to customers, the awarded Contractor shall notify Procurement & Contract Services, no less than thirty (30) days prior to the end of the first six (6) months of an agreement, if awarded. Any increase requested shall be accompanied by ample justification and/or documentation subject to review and approval by the City and shall be agreed to by both parties.

- 
- 11.3 If applicable, following the initial increase at the six (6) month mark, the City will allow the awarded Contractor an opportunity to request in writing, subsequent adjustments to the fees collected from the customer (as identified on Cost Forms 6A and 6B) only on an annual basis of which shall be one-year from date of award OR one year from date of the initial increase, if the initial increase was implemented. The awarded Contractor shall notify Procurement & Contract Services, no less than thirty (30) days prior to the end of the annual anniversary of this contract.
- 11.4 All requested fee increases to Cost Forms 6A and 6B shall be accompanied by documentation/justification and shall be subject to review and approval by the City and shall be agreed to by both parties.
- 11.6 The Procurement Officer shall notify the service provider in writing of the intent to exercise intent to extend the Contract past the initial two (2) year term. However, failure to notify the awarded Contractor does not waive the City's right to exercise the extension option.



**ENCLOSURE I**  
**\*FOR REFERENCE ONLY\***  
**PROPOSAL RANKING SCORE SHEET**

**SCORING RANGES**

	<u>35 Point Questions</u>	<u>25 Point Questions</u>	<u>20 Point Questions</u>
Outstanding	27 – 35	19 – 25	16 – 20
Exceeds Acceptable	18 – 26	13 – 18	11 – 15
Acceptable	9 – 17	7 – 12	6 – 10
Marginal	0 – 8	0 – 6	0 – 5

	Evaluation Criteria	Maximum Points	Score
1	<p>Evidence of Experience &amp; References with Similar Projects (FORM 3) Consider experience and references listed by the contractor 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"> <li>• Familiarity and experience with similar hauling jobs</li> <li>• Consider any sub-contractors to be used and their experience (if applicable)</li> </ul>	20	_____
2	<p>Expertise of Contractor’s 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"> <li>• Contractor’s primary contact person</li> <li>• Sub-contractors (if applicable)</li> </ul>	20	_____
3.	<p>Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the contractor to perform the work as listed on Forms 1, 2, and 5 of the RFP</p> <ul style="list-style-type: none"> <li>• Roll-off trucks (or equivalent) available</li> <li>• Roll-off containers (or equivalent) available</li> </ul>	25	_____
4.	<p>Project Approach (FORM 5) Evaluate the contractor’s approach to, and understanding of the Scope of Services required in the RFP as evidenced by the work approach presented in Form 5.</p> <ul style="list-style-type: none"> <li>• Contractor’s schedule and detailed approach is reasonable/responsive to City’s needs</li> <li>• Roles of all involved parties clearly identified</li> <li>• Familiarity with the work as evidenced by proposal (if applicable)</li> </ul>	35	_____

Note: COST FORM 6A Customer Fee Schedule and COST FORM 6B Optional Service Fee Schedule are Fees charged to customers that will be noted, but will not be scored.

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

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

**ENCLOSURE II  
\*FOR REFERENCE ONLY\***

**INTERVIEW RANKING SCORE SHEET**

**SCORING RANGES**

	<u>35 Point Questions</u>	<u>25 Point Questions</u>	<u>20 Point Questions</u>
Outstanding	27 – 35	19 – 25	16 – 20
Exceeds Acceptable	18 – 26	13 – 18	11 – 15
Acceptable	9 – 17	7 – 12	6 – 10
Marginal	0 – 8	0 – 6	0 – 5

	Evaluation Criteria	Maximum Points	Score
1	<p>Evidence of Experience &amp; References with Similar Projects (FORM 3) Consider experience and references listed by the contractor 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"> <li>Familiarity and experience with similar hauling jobs</li> <li>Consider any sub-contractors to be used and their experience (if applicable)</li> </ul>	20	_____
2	<p>Expertise of Contractor’s 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"> <li>Contractor’s primary contact person</li> <li>Sub-contractors (if applicable)</li> </ul>	20	_____
3.	<p>Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the contractor to perform the work as listed on Forms 1, 2, and 5 of the RFP</p> <ul style="list-style-type: none"> <li>Roll-off trucks (or equivalent) available</li> <li>Roll-off containers (or equivalent) available</li> </ul>	25	_____
4.	<p>Project Approach (FORM 5) Evaluate the contractor’s approach to, and understanding of the Scope of Services required in the RFP as evidenced by the work approach presented in Form 5.</p> <ul style="list-style-type: none"> <li>Contractor’s schedule and detailed approach is reasonable/responsive to City’s needs</li> <li>Roles of all involved parties clearly identified</li> <li>Familiarity with the work as evidenced by proposal (if applicable)</li> </ul>	35	_____

Note: COST FORM 6A Customer Fee Schedule and COST FORM 6B Optional Service Fee Schedule are Fees charged to customers that will be noted, but will not be scored.

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 contractor.	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 OUTSIDE KEY CONTRACTORS OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: 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 6A and 6B: Form 6A Customer Fee Schedule and Form 6B Optional Service Fee Schedule, provided	Pages __

**FORM NO. 1: PROVIDER PROFILE**

1. Lead Service Provider(s) Name and Address:

1a. Contractor is: \_\_\_ National \_\_\_ Regional \_\_\_ Local

1b. Year Contractor Established:

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

Years of Experience with municipal facilities (if applicable):

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

1d. Primary contact information: Name, title, telephone number and email address:

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

2. Please list the number of persons that your company will commit to the City's project or the services to be provided:

3. If submittal is utilizes subcontractors, list participating companies and outline specific areas of responsibility (including administrative, technical, and financial) for each company: (Note: The City reserves the right to approve the usage of Subcontractors in an Agreement if awarded. Prior written approval by the City to utilize Subcontractors shall be obtained by the awarded Contractor.)

3a. Have these subcontractors previously worked together? \_\_\_ Yes \_\_\_ No

(Note: The City reserves the right to approve the usage of Subcontractors in an Agreement if awarded. Prior written approval by the City to utilize Subcontractors shall be obtained by the awarded Contractor.)

---

**FORM NO. 2: KEY OUTSIDE SUB-CONTRACTING****Restrictions**

No subcontracting of this service shall be allowed without written consent of the City Manager or his designee. In no event shall more than 40% of the total performance of this service be subcontracted as determined by the Contract Administrator.

The City reserves the right to approve the usage of SubContractors in an Agreement if awarded. Prior written approval by the City to utilize Subcontractors shall be obtained by the awarded Contractor.

**Assigning of Contract**

No assigning of this service shall be allowed without written consent of the City Manager or his designee. In no event shall more than 40% of the total performance of this service be assigned.

Each respondent must complete this form for all proposed sub-contractors.

**SUB-CONTRACTOR #1**

Name & Address

Specialty/Role with this Project:

Worked with Lead Company Before: \_\_\_ Yes \_\_\_ No

Year Company Established:

Years of Experience providing similar services as compared to this Project:

- Complete Form 4 for all key personnel assigned to this project for this sub-contractor.

---

**SUB-CONTRACTOR #2**

Name & Address

Specialty / Role with this Project:

Worked with Lead Company Before: \_\_\_ Yes \_\_\_ No

Year Company Established:

- Years of Experience providing similar services as compared to this Project:
- Complete Form 4 for all key personnel assigned to this project for this sub-contractor.

---

**SUB-CONTRACTOR #3**

Name & Address

Specialty / Role with this Project:

Worked with Lead Company Before: \_\_\_ Yes \_\_\_ No

Year Company Established:

- Years of Experience providing similar services as compared to this Project:
- Complete Form 4 for all key personnel assigned to this project for this sub-contractor.

**FORM NO. 3: EXPERIENCE/REFERENCES**

**NOTE:** Respondents-Please reprint and submit this form as many times as necessary, for each applicable project.

Work by Service Provider (including any subcontractors) 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:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: \$

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

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

Nature of Service Provider's responsibility in project: (Please give quantitative indications wherever possible)

Service Provider's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

**NOTE:** Respondents-Please reprint and submit this form as many times as necessary, for each applicable project.

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title:
- b. Project Assignment:
- c. Name of Service Provider with which associated:
- d. Years' Experience:  
With this service provider \_\_\_\_ with other service providers \_\_\_\_
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

**FORM NO. 5: PROJECT APPROACH NARRATIVE**

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to the City’s needs:
- List any software that will be used in the management of the service:
- Roles of all involved parties clearly identified:
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere:
- Please identify Proposed Employee Training Programs to include, but not limited to, procedures for tornado, fire, inclement weather, armed/active intruder, robbery, sexual harassment, workplace violence and harassment
- Describe below your entity’s Uniform Policy, if any, detailing appearance, colors, logos, etc.:
- Respondents shall submit a copy of the Receptacle Management Plan as outlined in 2.11. Please label this documentation as “Receptacle Management Plan” and make sure it is submitted with Proposal. The plan submitted will be scored as a part of this Form No. 5 Project Approach Narrative.
- Respondents shall advise of details on their Safety Program Plan as outlined in 2.12. The details of this plan will be scored as a part of this Form No. 5 Project Approach Narrative. Respondents Safety Program Plan is as follows:

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

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

**FORM NO. 6A: CUSTOMER FEE SCHEDULE**

**Proposed Fee Structure**

**NOTE:** MDNR requires that a tipping fee be submitted to the MDNR, on a quarterly basis, for all waste leaving the State of Missouri. If the waste leaving the PDA will be traveling to a Missouri landfill, no MDNR tipping fee will need to be collected.

State tipping fees shall be included for all waste disposal prices, where appropriate.

The proposed customer fees should be sufficient to cover the awarded Contractor's cost.

This service shall be provided at no cost to the City.

Contractor may charge by the cubic yard, per vehicle, or an alternative method. Indicate the fees you will charge in the spaces provided below.

Contractor proposes to charge the following fees for the corresponding services:

**Waste Disposal Fees**

Price per vehicle \$\_\_\_\_\_ each, or

Price per cubic yard of trash \$\_\_\_\_\_, or

Alternative pricing method to be detailed below (if applicable):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*NOTE - Additional Fee(s)**

At any given time, additional fee(s) may be implemented by the City to the awarded Contractor's fee structure on this Cost Form 6A Customer Fee Schedule. The City has an interest in and reserves the right to add additional fees to pay for the cost of Household Hazardous Waste (HHW) services.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone #                      Fax #

\_\_\_\_\_  
Tax ID No.

\_\_\_\_\_  
Authorized Person (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Type:

**FORM NO. 6B: OPTIONAL SERVICE FEE SCHEDULE:**

It is the City's desire to continue providing the same recycling and diversion services that are currently provided at the RRP. NOTE: If the respondent chooses not to provide these services, please write N/A in the blank, but still submit a copy of this page with the Proposal. Respondents will NOT be scored on this Cost Form 6B.

**Optional Recycling & Diversion Fees:**

Appliance Fee (Washer, Dryer, Stove, etc.) \_\_\_ each

Electronic Recycling Fee (Computers, Printers, Keyboards) \$\_\_\_\_\_ per cubic yard

Mattress and Box Spring Recycling Fee \$\_\_\_\_\_ each

Tire Fee (Passenger Vehicle & Small Truck up to 17", with or without Rim) \$\_\_\_\_\_ each

Tire Fee (Over 17", With or Without Rim) \$\_\_\_\_\_ each

**Yard Waste Collection Fees:**

Christmas Trees \$\_\_\_\_\_ each

Clean Wood (pallets) \$\_\_\_\_\_ per cubic yard

Paper Lawn Bags \$\_\_\_\_\_ each

Plastic Trash Can and/or Lawn Bags \$\_\_\_\_\_ each

Yard Waste and Brush (pick-ups, trailers, suv) \$\_\_\_\_\_ per cubic yard

Roll-off Containers (rated containers) \$\_\_\_\_\_ per cubic yard

**Chip Trucks:**

Small \$\_\_\_\_\_ per load

Large \$\_\_\_\_\_ per load

**Tandem Axle Dump Trucks:**

Small Material (leaves, brush) \$\_\_\_\_\_ per load

Large Material (logs, stumps) \$\_\_\_\_\_ per load

Commercial Packers \$\_\_\_\_\_ per cubic yard

Compost for Sale \$\_\_\_\_\_ per cubic yard

Stained Mulch for Sale \$\_\_\_\_\_ per cubic yard

**Household Hazardous Waste Collection Fees:**

If the awarded Contractor chooses to offer HHW services, the Contractor shall abide by all contractual requirements established by the Mid-America Regional Council-Solid Waste Management District Regional HHW Program. There is currently no fee for Lee's Summit residents, nor participating communities. The current fee for disposal of an individual (in a non-participating community) is \$50.00.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone #                      Fax #

\_\_\_\_\_  
Tax ID No.

\_\_\_\_\_  
Authorized Person (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Type:

**PART III**  
**INSURANCE REQUIREMENTS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

**1. General.**

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.

G. Waiver. All policies, except for Professional Liability, and Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement 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 project, 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.

K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit  
Solid Waste Division  
1971 SE Hamblen Rd.  
Lee's Summit, MO 64082

## 2. Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the

Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof and be contain, or be endorsed to contain Transportation Pollution Liability insurance covering materials to be transported by Contractor pursuant to this Agreement and such coverage shall be at least as broad as policy form CA 99 48 03 06. This coverage may also be provided on the Contractors Pollution Liability policy. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers' Compensation Insurance. Unless prohibited by law, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

D. Contractors Pollution Liability. Contractor shall maintain pollution liability and errors and omissions liability applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy.

E. Umbrella Insurance. Contractor shall carry and maintain Umbrella/Excess Liability insurance with an unimpaired limited of not less than \$5,000,000 per occurrence combined limit bodily injury and property damage, and applies in excess of the insurance policies required in this Agreement.

3. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

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

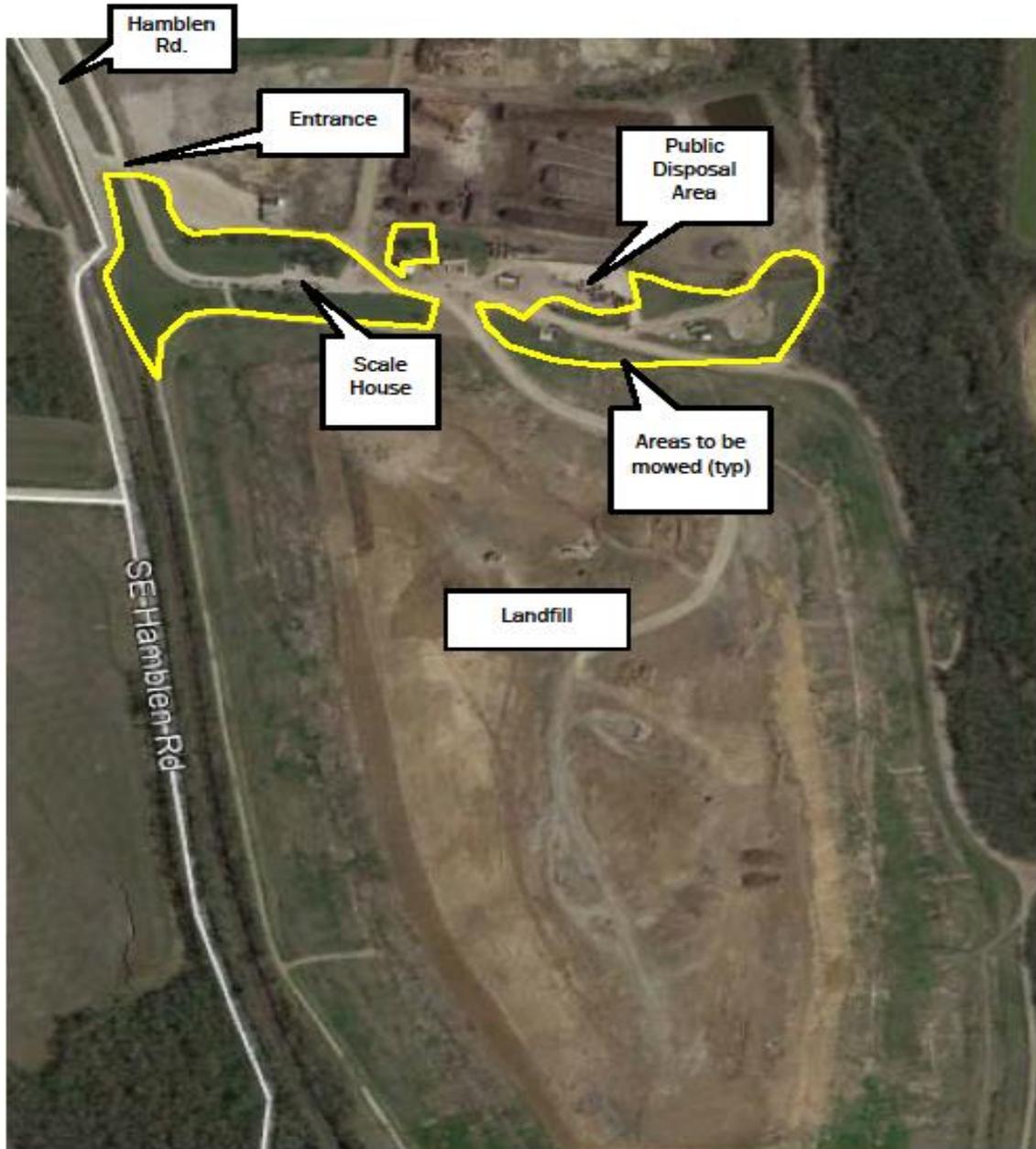
1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
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 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:** To the fullest extent allowable by law, Contractor 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 (collectively "Indemnitee"), for, from and against any and all claims, demands, damages, losses, fines, judgments, or liabilities, including costs, expenses, and attorneys' fees (collectively "Claims") to which Indemnitee may become subject, under any theory of liability whatsoever, incurred in the defense of such Claims, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, and arising out of Contractor's performance or non-performance under this contract. The obligations under this indemnification provision shall also apply to any and all any intentional, reckless, or negligent acts, mistakes, directives, errors, or omissions of Contractor's agents, directors, officers, employees, volunteers, contractors, whether employed directly or indirectly by Contractor, and any other person for which Contractor may be legally liable.
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 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.
27. **CORPORATE GUARANTEE:** A corporate guarantee of performance will be required if the responder or the entity, which is to carry out the contract, is not a stand-alone corporate entity or publicly traded. The successful responder will be required to post a performance bond or letter of credit in an amount and with terms agreeable to the City. Such guarantee instruments must be in effect during the entire term of the contract and any claim period of at least one year following the end of the contract term.

**Exhibit A**  
Map of the Public Disposal Area



**Exhibit B**  
Map of the Resource Recovery Park



**Exhibit C**  
 Historical Information on PDA Customers (2015)

<b>Historical (2015) Customers Eligible for New PDA and Yard Waste/Brush Services</b>							
<b>Program</b>	<b>Totals</b>	<b>PDA Eligible (non commercial)</b>	<b>LS Residents</b>	<b>Others</b>	<b>Yard Waste/Brush (commercial &amp; residential)</b>	<b>LS Residents</b>	<b>Others</b>
<b>Landfill/PDA Trash</b>	49,958	34,181	21,386	12,795	-	-	-
<b>Appliance Recycling</b>	1,038	1,009	698	311	-	-	-
<b>Battery Recycling</b>	107	106	74	32	-	-	-
<b>Brush Recycling</b>	8,508	-	-	-	8,508	6,780	1,728
<b>Carpet Recycling</b>	1,107	1,101	812	289	-	-	-
<b>Clean Wood Recycling</b>	380	-	-	-	380	271	109
<b>Compost &amp; Mulch Sales</b>	1,262	-	-	-	1,262	1,192	70
<b>Concrete Recycling</b>	1,059	997	837	160	-	-	-
<b>Cover Soil</b>	79	-	-	-	-	-	-
<b>Electronics Recycling</b>	1,751	1,738	1,283	455	-	-	-
<b>HHW</b>	28	-	-	-	-	-	-
<b>Mattress Recycling</b>	1,092	1,089	787	302	-	-	-
<b>Tire Recycling</b>	504	463	290	173	-	-	-
<b>Yard Waste Recycling</b>	8,879	-	-	-	8,879	6,915	1,964
<b>Totals</b>	<b>75,752</b>	<b>40,684</b>	<b>26,167</b>	<b>14,517</b>	<b>19,029</b>	<b>15,158</b>	<b>3,871</b>