



**RFP # 16-18**

**RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

The City of Smithville currently provides curbside solid waste collection and disposal services for solid waste for approximately 3,500 residential customers (includes single family, and certain multi-family residences). The successful proposer(s) will be awarded an exclusive license to collect solid waste and recyclables from residential property within the City of Smithville for the term of the contract. **Commercial trash accounts using roll off containers and dumpsters are not included in this request for proposals.**

Terms for the services to be provided are set forth in the RFP and attached Exhibit(s).

**INSTRUCTIONS TO PROPOSERS:**

1. Proposals must be addressed to RFP #16-18, City of Smithville, 107 W. Main Street, Smithville, Missouri 64089 and be received before 10:00 A.M. on the date of closing.
2. Pricing and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. Three (3) original proposals must be included in a sealed envelope marked outer envelope by RFP number and date of closing. The only information we will read at the closing will be the vendors, or proposers who responded. The closing is at 10:00 A.M. on the 3rd day of August 2016, at the City Hall.
3. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFP should be made at the mandatory pre-bid meeting to be held July 20, 2016 at City Hall, 107 W Main St, Smithville, MO at 10:00 AM. All contractors submitting proposals are required to attend this meeting.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

Issued: the 6<sup>th</sup> day of July, 2016

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS  
INSTRUCTIONS AND GENERAL CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should whenever possible use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance.
4. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010, RSMo 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
5. The date(s) when work will start shall be January 1, 2017 (understanding that this date may be a recognized holiday necessitating a holiday pickup schedule that week).
6. The City reserves the right to cancel all or any part of any service if it is not made or work is not started as guaranteed.
7. Prices should be set forth for all services provided during the term of this agreement. If prices change for a given year, please clearly set forth said prices for each term. Also if this Agreement is extended, set forth how the prices will be determined for any renewal term.
8. Any questions regarding this RFP should be made at the mandatory pre-bid meeting to be held July 20, 2016 at City Hall, 107 W Main St, Smithville, MO at 10:00 AM. All contractors submitting proposals are required to attend this meeting.
9. The Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein Pursuant to Section 285.530, RSMo.

ARTICLE I  
GENERAL INFORMATION

1. The City of Smithville, Missouri ("City") invites all interested parties to submit a written proposal for the supplying of all labor, materials and equipment necessary for curbside solid waste collection and disposal services for solid waste for approximately 3,500 residential customers.
2. The term "RFP" means this Request for Proposal, the term "Contractor", Offeror, Vendor", "Bidder" or "Proposer" refers to one who submits a proposal in response to the RFP, and the term "Proposal" means the proposal of the Vendor, Offeror, Contractor or Proposer.
3. By submitting a Proposal, the Vendor agrees, if its proposal is accepted, to perform the Service described in this RFP in accordance with the terms and conditions contained herein, at the prices set forth in its Proposal.
4. The Vendor, Contractor or Proposer is presumed to accept the RFP requirements. The Vendor Contractor or Proposer must raise any questions regarding the RFP requirements at the mandatory pre-bid meeting to be held July 20, 2016 at City Hall, 107 W Main St, Smithville, MO at 10:00 AM. All contractors submitting proposals are required to attend this meeting. In addition, the vendor must list and outline, in their proposal response, any exceptions to the RFP requirements and Contracts requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.

ARTICLE II  
PROPOSAL INSTRUCTIONS

Proposals in response to this RFP should include the following information:

- A. Name, address, and telephone number of Proposer(s).
- B. Full price for providing the performing the Service in accordance with the RFP. Specify the required information for which a bid is being submitted.
- C. A completed Proposal Form attached to this Request for Proposal (preferred not required)
- D. Name, address and telephone number of not less than three (3) customers for whom the Vendor has performed similar Service within the last 2 years.

ADDENDA

All changes, additions, and/or clarifications in connection with this RFP will be issued by the City in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the Proposal to this RFP. Verbal responses and/or representations shall not be binding.

EVALUATION

In evaluating any aspect of the Proposal, the City may consider previous dealings with the Vendor, references from the Vendor's customers, inspections of other Services performed by the Vendor, and any other information the City obtains regarding the Vendor, that that the City deems relevant.

- A. Responsive Proposals from responsible vendors, contractors or proposers will be evaluated on the basis of criteria that include the following:
  - 1. Overall cost to the City, whether direct or indirect.
  - 2. Overall cost to the Citizens of the City whether direct or indirect.
  - 3. The City's opinion regarding the degree of responsibility of the vendors, contractors or proposers. The responsibility of the vendors, contractors or proposers will be determined pursuant to the criteria contained in subparagraph C of this paragraph.
- B. The timeliness, nature and number of any exceptions taken by the vendors, contractors or proposers to the RFP will be considered by the City in evaluating a Proposal. Any one of these criteria alone, or in combination, may provide a basis for not accepting the vendors, contractors or proposer's Proposal.
- C. A responsible vendor, contractor or proposer is one who, in the opinion of the City, possesses the skill, experience, ability, integrity and financial and

other resources necessary for the faithful performance of the Service. In evaluating a Vendor's responsibility, or in evaluating any other aspect of the Proposal, the City may consider previous dealing with the City, references from the vendors, contractors or proposer's customers, inspections of other Services or projects performed and equipment supplied by the vendor, contractor or proposer, and any other information the City obtains regarding the vendor, contractor or proposer or that the City deems relevant.

#### SUPPLEMENTAL MATERIALS

Proposers are responsible for including all pertinent product data (if applicable) in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, should also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

#### RESPONSIVE PROPOSALS EXPIRATION

All Proposals shall be considered as firm for a period of Ninety (90) calendar days, commencing the date and time of the RFP closing and expiring at 12:00 p.m. of the last day. Unless withdrawn, as provided in this RFP, a Proposal is binding on the Vendor, and may be received by the City at any time up to and including the proposed RFP opening date.

#### RFP CLOSING

Three (3) original proposals and any modifications shall be received in sealed and marked on the outer envelope by RFP number and date of closing addressed to RFP #16-18, City of Smithville, 107 W. Main Street, Smithville, Missouri 64089. RFPs will be opened at 10:00 A.M. in the City Hall on the date specified on the cover letter. The RFP number and RFP closing date shall be shown on the face of the envelope, and should be labeled with the vendor's name. Facsimile telegraph RFPs will not be considered. RFPs may be modified if sent in a sealed envelope, marked "Revised RFP", and be in the possession of the City by the RFP opening date and time. It is preferred but not required that all prospective Proposers utilize the attached Proposal Form. All Proposers should adhere to the specifications and requirements as set forth in the RFP request. Failure to provide the required information and/or adhere to the specifications and requirements as set forth in the RFP may be used by the City as reason not to consider a vendor's proposal.

#### RFP REJECTION

The City reserves the right to reject any and all proposals received in response to RFPs, and to waive all irregularities in proposals.

#### ACCEPTANCE OF RFPS

The City reserves the right to accept the proposal that, in its judgment, is the lowest and/or best proposal in response to this RFP.

#### LATE PROPOSALS

Proposals received after the date and time of the Responsive Proposals to the RFP opening shall not be considered.

#### MISTAKE IN PROPOSALS

If the respondent discovers a mistake in his or her Responsive Proposals to the RFP prior to the date and time specified for the RFP opening, he or she may correct the mistake by modifying or withdrawing the RFP. If the apparent low and best Proposer discovers a mistake in his or her Proposal of a serious and significant nature which is unfavorable to him or her prior to the issuance of a purchase order or the execution of a contract, he or she may request consideration be given to modifying the RFP if he or she remains the lowest Proposer or to withdrawing the RFP if the result of the correction of the mistake makes another Proposer the lowest and best Proposer. The mistake must be evident and provable. The right is reserved by the Board of Aldermen to reject any and all requests for correction of mistakes in proposals received after the date and time of the proposals to the RFP opening. A mistake in a proposal cannot be considered once a contract is executed by the parties.

#### NEGOTIATION

The City reserves the right to award a contract based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial proposal to the RFP on the most favorable terms possible to the City. However, should only one proposal to the RFP be received by the City, the City may, but is not obligated to, conduct negotiations with this vendor whose Proposal, in the opinion of the City, is competitive or may best meet the needs of the City.

The City may, but is not obligated to, seek clarification of a Proposal submitted by a Vendor.

If the City chooses to negotiate, negotiation may involve any issue bearing on the Proposal and may take place after submission of Proposal and before an award is made. The City reserves the right to follow negotiations with a request for submission of a best and final Proposal.

#### AWARD OF THE CONTRACT

After the RFPS have been opened and duly considered, the bids shall be presented to the Board of Aldermen with staff's recommendation as to the lowest and/or best proposal to the RFP. for the City Board of Aldermen's final decision. After the City Board of Aldermen's decision, the City Clerk will notify, in writing, the successful Proposer. An approved Resolution by the City Board of Aldermen shall constitute the

City's official award of the RFP. A written contract noting the terms and conditions of this RFP will be executed before "Notice to Proceed" is given. Vendors, contractors or proposers with standardized contracts should submit them with the Proposal.

#### HOLD HARMLESS CLAUSE

The vendor awarded the contract from this RFP agrees to indemnify and save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the vendor's businesses or operations resulting from any act or omission of the vendor's officers, managers, agents, servants or employees.

#### OFFICIALS NOT TO BENEFIT:

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFP that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFP.

#### GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES:

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFP thereof.

#### CO-PARTNERSHIP DISCLAIMER:

It is mutually understood that nothing in this Request for Proposal or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

**NON-DISCRIMINATION IN EMPLOYMENT:**

Contract for Service under this RFP obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

**KICKBACKS ILLEGAL IN SUBCONTRACTING:**

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

## ARTICLE III GENERAL TERMS AND CONDITIONS

### EXECUTION OF CONTRACT

The successful Vendor ("Contractor") shall, if its Proposal is accepted, execute a contract, with the City within ten (10) days after receipt of such acceptance. The contract shall be in a form prescribed by or acceptable to the City and shall incorporate the terms of this RFP, any amendment(s) to this RFP, and the terms of the Contractor's written Proposal that are consistent with and do not materially add to and/or alter this RFP (the foregoing are hereafter collectively referred to as the "Contract").

### CONTRACT TERM

It is the intent of the City of Smithville for the initial term of this agreement shall commence on January 1, 2017 and terminate on March 31, 2022. Thereafter, unless notice of termination is received prior to October, 31 2021, this Agreement shall renew annually thereafter until such time as notice of termination is received from one party to the other prior to October 1 of the then current contract year. After the initial 5-year term, if notice of termination is received prior to October 1, said termination of this Agreement to be effective on March 31 following the receipt of notice of termination. However, if the contractor would like to propose an alternative contract term, this alternate should be included in the bidder's response.

### GENERAL PROJECT ASSESSMENT REQUIREMENTS

Upon award of the contract, the contractor shall work with the City to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the City.

### INSURANCE AND BONDING REQUIREMENTS

The Contractor shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of Bodily Injury or death to the contractor's employees including claims brought under:

- A. Worker's Compensation Laws
- B. Disability Benefit Laws
- C. Occupational Sickness or Disease Laws
- D. Other similar employee benefits laws.

Such insurance shall also cover claims for damages because of Personal Injury, Bodily Injury, Sickness, Disease or Death of any person or persons other than

contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the City as "Additional Named Insured" in an amount not less than \$1,000,000.00 per occurrence and in the amount of not less than Two Million Dollars (\$2,000,000.00) per annual aggregate. Said insurance shall specifically name the City of Smithville as an additional insured party and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to carry on such business in the State of Missouri. A certificate of insurance and an additionally insured endorsement must be provided to the City Clerk prior to the commencement of service. Said policy may not be altered, amended nor terminated without thirty (30) days written notice having been given to the City by Certified Mail.

Failure of the contractor to maintain proper insurance coverage will not relieve contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the contract.

The insurance coverage's required by the Contract should include a provision that there is no coverage that would in any way waive any sovereign immunity enjoyed by the City and nothing in this Contract shall be construed as a waiver of sovereign immunity or the acknowledgment or creation of any liability on the part of the City for personal injury, death, or property damage.

#### AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo, (enclosed in the laws section) the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of

the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

#### INSPECTIONS

The City reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the offer as inadequate.

#### TESTING

The City reserves the right to test, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the specifications and requirements of the City. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

#### ADDITIONAL SERVICE AND CHANGE ORDERS

The Contractor will not be compensated for Service that is not required by the Contract and that is performed without the prior written approval of the City.

A request by the Contractor for a change order shall be submitted to the City in writing and must be approved by the City in writing before the Contractor proceeds with the Service that is the subject of the change order.

#### PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

In performing the Service, the Contractor shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations. This requirement does not relieve the Contractor of its obligation to comply with the specifications of the Contract Documents when they exceed the requirements of applicable laws, ordinances, codes or regulations.

The Contractor shall not be compensated for changes in the Service that are required to comply with laws, codes, ordinances, and regulations that were in effect on the date the Proposal was due.

#### BILLING

Contractor shall unless otherwise specified in the Contract submit monthly statements for services and/or goods provided and/or delivered to the City in a timely manner so as to allow the City to forward said statement to the Citizens as part of the City's Utility billing.

#### TERMINATION

The Contract may be immediately terminated by the City if:

- A. The Contractor fails or refuses to perform of any of its obligations under the Contract; or,
- B. The City has documented receiving unsatisfactory services applicable to the contractor's service or work performance;
- C. The contractor becomes insolvent, or become the subject of a proceeding in bankruptcy (including any proceeding under Chapter 10 or 11 of the Bankruptcy Act) or shall become the subject of any proceeding for the appointment of a receiver, or in the event of the assignment by the contractor for the benefit of their creditors, or the taking of their trucks, equipment, vehicles, or other facilities used in connection with the performance of the services under any execution against the contractor, in such events the City may at its option declare the contractor to be in breach of this agreement and the City may without notice terminate this agreement and declare the same forfeited and terminated; and the City shall, in addition, be entitled to recover damages and take such other actions and seek other remedies as may be permitted by law.

OVERALL REQUIREMENTS:

- A. Applicable Law and Venue. This Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri
- B. The City shall not be obligated for any amounts in excess of the contract and/or RFP response (bid) unless approved in advance by the City in Writing.
- C. The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.
- D. The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.
- E. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, 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.

- F. Any contract let in response to this RFP shall be deemed to incorporate all applicable Missouri Laws and regulations including but not limited to those set forth in the Laws Section of this RFP.

#### CONFIDENTIALITY

All reports, documents, consumer or customer information and material accumulated developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City. Contractor acknowledges that it is aware of the fact that the City is subject to Missouri's Sunshine laws §610.010 et seq. No consumer or customer information will be disseminated or released to any other party without the written consent of the City.

#### SAMPLE CONTRACT

A sample contract for this project may be attached to this RFP. If attached the sample is for general informational purposes only and is subject to change and finalization upon the awarding of any contract let pursuant to this RFP.

## ARTICLE IV SCOPE OF SERVICES

### SOLID WASTE COLLECTION

The Contractor shall provide weekly curbside collection of solid waste materials and provide safe and adequate transportation of materials. All solid wastes collected by the Contractor shall be disposed of at a processing facility or disposal area complying with all applicable requirements of the Missouri Solid Waste Management Act of 1972 (or latest modification).

Collection is based on one (1) lidded and wheeled container for trash and one (1) lidded and wheeled cart for recycling provided to each household by the contractor. The containers shall be delivered to the customers prior to the effective date of the contract (January 1, 2017).

Weekly collection on the same day for solid waste and recyclable collection using routes defined by the Contractor, with schedules and routes to be submitted and approved by City staff.

If Contractor is unable to make a collection on the day scheduled, the Contractor shall notify the City of the reason for said non collection of any material and shall post on a web site available to the Citizens both that said collection is not being made and reasons for said non collection.

The Contractor shall maintain in stock, at all times, a reasonable number of containers to be provided to each new additional customer and for replacement of lost and/or damaged containers. The contractor may charge customers for each replacement container furnished beyond the container initially provided to the customer at the outset of the contract. All containers shall be in reasonably good condition when delivered to the customer.

When inclement weather prevents collection of solid waste and recyclables on the scheduled day, the Contractor will collect on the next scheduled collection day. The Contractor shall notify the City of said non collection because of inclement weather and shall post on a web site available to the Citizens that said collection is not being made because of the weather.

If the contractor fails to make any collections, said collections shall be made within twenty-four (24) hours of reasonable notification of said missed collection. Notification from the City shall be presumed to be reasonable notification of a missed collection.

Collection vehicles shall have painted letters and numbers in a contrasting color, at least two (2) inches high, on each side of the vehicle. The number of each vehicle shall also appear on each side and the rear of the vehicle. All vehicles shall be kept in a clean

and sanitary condition, and shall not leak liquid waste upon City streets. The City has the right to require the Contractor to clean any vehicle or to remove a vehicle from service as a result of mechanical issues.

For the duration of the Contract, the Contractor shall not reduce either the quality or quantity of vehicles, facilities, equipment and/or property identified in the Contractor's inventory for use in the performance of this contract for use in collecting materials in the City.

Collections shall not occur on Sundays, any day before 6:00 a.m., any day after 6:00 p.m. Contractor to provide list of recognized holidays with Response.

Unapproved containers shall not be used and the contents will not be collected, without prior approval by both the Contractor and the City.

#### RECYCLE COLLECTION

Collection of all household recyclables shall be made from the curb. Collections of recyclables shall consist of one (1) pick-up every week. Recyclables are to be picked up curbside from a lidded and wheeled cart container provided by the Contractor. The costs of this proposed recycling program are mandatory for all residents. A customer choosing not to recycle will not be required to accept a recycling container. However, they will be subject to the same fees and overage rates as charged to participating customers. All recyclable material shall be collected at one time. The Contractor shall notify residents on collection day of the reason for refusal to collect the material due to contamination and improper materials.

The Contractor shall establish transportation and marketing arrangements for the recycled materials. Equipment utilized for storage and transport of materials to buyers may be owned or leased by the Contractor. The proposal must contain a material processing and marketing plan that includes, at the minimum, a materials handling design, equipment list, lists of markets to which materials will be sold, and letters of intent from said markets.

The Contractor shall provide curbside collection of newspaper; cardboards; aluminum beverage containers; and plastic containers on the same day as scheduled refuse collection. Plastics shall include the following:

- A. PET or PETE—bottle type containers used for carbonated and noncarbonated drinks such as soft drink, liquor, juice, water and sports drink bottles.
- B. PET or PETE—containers with a screw-neck lid for food, household cleaning products and personal care products, i.e., peanut butter jars, salad dressing bottles, cooking oil, mouthwash bottles, shampoo bottles, window cleaners, floor cleaners and dish washing detergent.

- C. HDPE—natural or translucent bottle type containers such as milk jugs, juice bottles, water bottles, etc.
- D. HDPE—mixed colored or opaque bottle type containers such as detergent bottles, bleach bottles, fabric softener bottles, shampoo bottles and dish washing detergent bottles.

The Contractor shall, no later than two (2) weeks prior to the start of collection, provide each City residential property within the program area an information packet of instructions for the solid waste and recycling program that must be approved by City staff.

#### YARD WASTE COLLECTION

The Contractor shall provide and administer a compostable material (yard waste) collection and disposal service for those residents desiring such a service. This is an optional service, and is not to be included in the basic service provided to all residents. Residents that choose to participate in the composting program shall use Contractor provided containers or brown kraft paper bags. Collection will be on a regular and recurring date as specified by the Contractor.

All composting, landfill, or processing areas utilized by the Contractor for the processing and disposal of compostable material picked up in the City as part of the compostable collection program shall, at all times, comply with all applicable federal, state and local laws, rules and regulations.

The customer must place all compostable material at the curbside for pickup by the Contractor. Nothing may be placed in the containers except for compostable material, and the Contractor may refuse to pick up any container in which improper material or substances has been deposited.

#### BULKY ITEM COLLECTION

The Contractor shall provide bulk item collection services to the City. Two collections shall be offered per year to each customer as part of the cost of service. These collections shall occur in the spring and fall at a time prescribed in advance by the City.

The Contractor shall also offer bulk item collection at other times than those designated in the contract. The Contractor may charge a fee sufficient to recover cost of collection to resident for this service.

#### BILLING AND COLLECTION

The City shall perform billing and collecting of residential fees.

#### VEHICULAR REQUIREMENTS

All vehicles used within the City in the performance of this contract shall:

- A) Be currently licensed and carry proof of Insurance.
- B) Be maintained in a sanitary condition.
- C) Be properly maintained for reasonable performance and appearance.
- D) Be of metal, have covered bodies and constructed so as to prevent any of the contents from leaking, spilling, falling, or blowing out of such vehicle. Except when being loaded or unloaded, all vehicles and trucks shall be completely and securely covered and enclosed so that no part of the contents thereof shall be exposed to view at any time.

The Contractor shall keep all vehicles used in this contract clean, leak free and in proper working order. Each vehicle must be clearly marked with the contractor's name and the purpose of its use (i.e. yard waste, recycling, etc.)

#### REPORTING REQUIREMENTS

The Contractor will be required to keep records and submit reports. These will serve as a means to inform the City of the status of solid waste and recycling activities and expenditures. The Contractor will also be required to provide certified weight receipts for all materials collected and disposed or sold.

#### Quarterly Project Status Reports

The Contractor shall provide quarterly project status reports. These will serve as a means to inform the City of the status of solid waste and recycling activities and expenditures. The Contractor will also be required to provide certified weight receipts for all materials collected and sold. These reports will be due within fifteen (15) days of the close of the quarter being reported. At a minimum, the quarterly reports will include:

- Summary of all program costs and revenues, tonnages recovered by recyclable material, tonnages disposed of solid waste and participation rates;
- Detailed data to allow analysis of collection efficiencies;
- Tonnage summaries, by material, of all recycled materials collected and sold;
- Tonnage summaries, of all solid waste collected;
- Resident participation rates in terms of weekly and monthly set out counts with a description of the methods used to determine those rates;
- Discussion of problems and noteworthy experiences in program operation.

#### Annual Reports

The Contractor shall provide year-end annual reports for each year the project is in operation. The reports will be due within thirty (30) days of the end of the reporting year. At a minimum, the report shall include:

- Collated summary of the detailed cost and revenue information contained in the quarterly reports, and also summaries of the participation rates and recovered material tonnages;
- Tonnage summaries, of all solid waste collected;
- A discussion of highlights, problems and measures taken to resolve problems and increase efficiency and household participation.

#### CUSTOMER SERVICE

The Contractor's staff will make every effort to use courteous and polite phone manners when answering a customer's concern, whether a member of the public or a member of the City staff.

When a residential property has been missed during a collection route and notification is received, the Contractor will make arrangements to pick it up within one business day. All calls relating to missed pick-ups shall be logged by the Contractor and that log shall be provided by the Contractor to the City monthly or on demand.

If products are left in bins because they have not been prepared properly for solid waste disposal or recycling, the Contractor will leave the customer notice as to why the materials were left behind.

In the event that items fall from the collection vehicle, the items are to be retrieved within one hour of notice.

When the Contractor's personnel have completed transferring solid waste or recyclables to the collection vehicle, the solid waste container/recycling bin is to be placed upright, with the lid closed, at the appropriate residence's curbside.

The Contractor will be responsible for handling all service complaints. The Contractor must maintain a phone number for registering of complaints that will be prominently displayed on printed material distributed to residents. The Contractor shall have personnel to answer the phone from 8:00 a.m. to 5:00 p.m. of each day in which any solid waste and/or recycling collection activities take place and must have an answering machine to receive messages at all other times. The City may designate certain personnel to handle complaints and inquiries that are received directly by the City, and the Contractor may seek the assistance of such personnel in resolving certain problems, but the ultimate responsibility for resolving customer complaints lies with the Contractor.

The Board of Aldermen is interested in providing additional services for residents who are physically or mentally unable, to move collection containers from next to the building to the curb for pickup and returning it. The Board of Aldermen asks that vendors provide a proposal for such services. Some examples of options include but are not limited to:

#### Option A

The Contractor, with the assistance of the City, shall establish a procedure for aiding residents who are physically or mentally unable, to move collection containers from next to the building to the curb for pickup and returning it. After documentation and verification of such condition, and that there is no other residential property resident able to perform such a task, the City, after certification of need, will notify the Contractor, who will then be responsible for picking up and relocating the container from next to the house to and from the curb. The costs for providing such services shall be part of the unit costs listed in the Request for Proposals. No additional payment will be made by the City or Resident for implementation of these services.

#### Option B

The City, shall identify any residents who are physically unable to move collection containers from the building line to the curb for pickup. After documentation and verification of such condition, and that there is no other residential property resident able to perform such a task, the City, after verification of need, will notify the Contractor, who will then be responsible for picking up and relocating the container from next to the building to the curb and then returning it. The costs for providing such services shall be part of the unit costs listed in the Request for Proposals. No additional payment will be made by the City or the Resident for implementation of these services. To qualify for said service, the Resident shall present to the City a letter from a licensed treating physician (dated within 30 days of its presentation) that said resident is not physically able to move the collection containers from next to the outside of the building to the curb for pickup. Upon receipt of said letter the City will investigate whether there is anyone else living at said address who would be physically able to move the collection containers from next to the outside of the building to the curb for pickup. If no such other person exists, the City shall identify such Residents to the Contractor as qualifying for said service.

#### Option C

The Contractor shall establish a procedure for picking up and relocating the container from next to the outside of the building to the curb and returning it to its place of origination. The reasonable costs for providing such services shall be paid by the residents requesting such service.

#### Option D

No additional services to be provided.

#### CONTRACTOR PERSONNEL

The contractor's employees shall be required to wear a clean uniform bearing the contractor's name and all reflective material as required by OSHA.

Each driver of a collection vehicle shall, at all times, have a valid Commercial Operator's License issued to them for the type of vehicle being driven.

#### PENALTIES

The contractor shall pay the sum of Five Hundred Dollars (\$500.00) as liquidated damages to the City for each and every day that the contractor shall fail or refuse to comply with the provisions of the contract documents, which said damages shall be deducted from any sums of money which may be due or shall become due to the contractor under the contract agreement, and the contractor shall further pay as liquidated damages the sum of Ten Dollars (\$10.00) for each individual pickup point which, after investigation by the City Administrator, or designated representative, has been determined to have been missed on any collection day; provided, however, that the contractor shall not be penalized in said amount of Ten Dollars (\$10.00) for a missed collection pickup point if a pickup is made within twenty-four (24) hours of the appointed pickup date, and provided further that the contractor shall not be so penalized, as hereinabove provided, if such failure shall be caused by fire, riots, civil commotion or acts of God.

Nothing in this contract shall limit the City from any other remedy available to it by law or equity.

EXHIBIT 1

STATE OF MISSOURI        )  
  )  
ss COUNTY OF \_\_\_\_\_)

**AFFIDAVIT**

(As required by Section 285.530, Revised Statutes of Missouri) As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:**

Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:**

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:**

A person acts knowingly or with knowledge,

- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:**

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is \_\_\_\_\_ and I am currently the President of \_\_\_\_\_ (hereinafter Contractor"), whose business address is \_\_\_\_\_, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
  
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville Missouri.
  
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
  
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

\_\_\_\_\_  
 [SIGNATURE]

\_\_\_\_\_  
 [Printed name],

Affiant Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My Commission Expires: State of  
 Missouri  
 Commissioned in \_\_\_\_\_ County  
 Commission # \_\_\_\_\_

**PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

**RFP # 16-18 RESIDENTIAL SOLID WASTE COLLECTION SERVICES  
BID RESPONSE FORM**

*It is preferred that the Bid Response use this Form, However, the City Reserves the right to accept Bids which provide the necessary information without using this Form.*

Each proposer shall, at a minimum, provide the following information in a clear and concise manner. The following is information that must be included. Any other information that may be useful or pertinent may also be included. Answers to these questions will be used in the City's decision-making process.

<b>Item</b>	<b>Estimated Units (per week)</b>	<b>Price per Unit (per month)</b>	<b>Total Price (per month)</b>
Weekly curbside solid waste and recycling collection*	4,000		
Weekly curbside compostable material collection	100		
Additional roll-out residential waste cart	50		
Additional roll-out recycling cart	50		

*\* Unit cost is to include all costs for two bulky waste collections per year as a subsidiary cost to curbside refuse collection and the furnishing of roll-out containers per unit.*

Please list charge for additional bulky items to be scheduled in advance, but not part of the normal bulky item pickup week.

Please describe bulky item collection (i.e., how to accommodate the extra items and still collect normal solid waste, what items are and are/not accepted).

Please describe yard waste collection proposal (i.e. how compostable materials are to be collected and how they are to be composted.

Please describe solid waste disposal proposal (i.e. route plan, landfill location, etc.)

Please describe recycling proposal (i.e. education of what is recyclable and how to identify non-recyclable materials, where collected materials will be taken, etc.)

Please list any and all subcontractors and other persons and organizations required to be identified in the proposal.

Please list of all current or proposed equipment to be used in the performance of the contract.

Please list potential markets for collected recyclables and provide letters of intent from potential materials buyers.

Will Credit be given for value of recyclables? If so, describe rates and incentives.

Will the contractor provide additional services for residents who are physically or mentally unable, to move collection containers from next to the building to the curb for pickup and returning it? If so, please provide a proposal for such services.

The proposer shall provide the firm's experience in the curbside collection, processing and marketing of recyclables and list references with telephone numbers.

The proposer shall provide the firm's experience in the collections, processing and disposal of solid waste and a list of references with telephone numbers.

All proposers' equipment (collection and processing) and all accessories by type, model and year of manufacture shall be listed to determine proposer's ability to perform as promised. If the equipment is not yet purchased, the proposer must furnish the date equipment is to be delivered and provide a manufacturer's delivery guarantee. The City must be able to inspect the equipment fifteen (15) days before January 1, 2017.

The proposer shall submit evidence that it has legal ability to do business under the laws of the State of Missouri. If the proposer is a corporation, it shall submit a copy of the certification from the State of Missouri. Alternatively, the proposer shall certify that it is able and willing to meet all requirements of the State of Missouri for doing business within the State.

Please list all key personnel to be involved in the possible operating and implementing of this project. Include a description of each person's function and experience.

Please provide list of recognized holidays.

Proposer acknowledges receipt of the addenda listed below and further acknowledges that the provisions of each addendum have been included in the preparation of this proposal.

Is the proposed contract term acceptable? If not, please indicate the proposed alternative.

The undersigned, on behalf of the bidder, certifies that: (1) this offer is made without previous understanding agreement of connection with any person, firm, or corporation making a quotation on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have read the complete request for

bids and understand all provisions; (5) if accepted by the City of Smithville, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

I have read and reviewed the attached Request for Proposals. I state the hereby offer meets or exceeds all requirements.

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Company Name

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Authorized Person (Print)

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Address

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Signature

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City/State/Zip

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Title

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Telephone #                      Fax #

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Date

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