NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #~~10~~010~~0~~- 2016

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for an exclusive franchise for the collection and disposal of single family residential solid waste and recycling of all materials collected from a residential curbside collection service within the current and future corporate limits of the City of Joplin, Missouri.

RFP Due Date: 3:00 P.M., CDST, Monday, December 7, 2015

Location: City Hall, 4th floor, 602, S. Main, Joplin, MO 64801

Owner Representative: Nicholas A. Heatherly **Email:** nheather@joplinmo.org

Phone: 417-624-0820, ext 500 **Fax:** 417-625-4738

The complete Request For Proposal document can be secured by contacting the owner representative listed above.

A MANDATORY pre-proposal meeting shall be held on November 11, 2015 at 3:00 PM CDST in the 5th floor study of City Hall, 602 S. Main, Joplin, Missouri.

Proposals will be received by the City of Joplin at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in a sealed envelope with the Request for Proposal number and the Proponent's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Proponents are strongly encouraged to carefully read the entire Request for Proposal.

October 25, 2015 Issue Date

CITY OF JOPLIN, MISSOURI

STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSALS**

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.

B. Firm fixed prices shall be bid and include all labor, equipment, materials, and resources to provide the services desired by the City.

C. Unless otherwise indicated proposals may be held for one hundred twenty (120) days from proposal opening for the purpose of reviewing results and investigating qualifications of the Proponents prior to making an award. The City reserves the right to waive irregularities and accept or reject any or all proposals submitted.

2. **MANDATORY PRE-PROPOSAL CONFERENCE**

A. A **mandatory** pre-proposal conference is scheduled for **3:00 PM, CDST, November 11, 2015 in the 5th floor City Council Study of Joplin City Hall located at 602 S. Main, Joplin, Missouri**. All Proponents interested in submitting a proposal **MUST** attend the pre-proposal conference. Proposals received from Proponents who have not had a representative register on the attendance list at the pre-proposal conference will not be considered.

3. **SUBMISSION OF PROPOSALS**

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer on the City of Joplin Request For Proposal Affidavit for Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit (Bid Bond); and (6) be delivered to the City of Joplin and officially logged in no later than the exact time and date specified on the Request For Proposal. Proposals submitted after the time specified will not be opened and returned to the Respondent.

B. Proposals shall be delivered or mailed to:

City of Joplin
602 S. Main
Joplin, MO 64801

Attn: Director of Public Works

C. The sealed envelope or container containing all required copies of the proposal should be clearly marked on the outside of the envelope with the following information:

Name of Proposer: _____
Contact Person:_____
Address of Proposer:_____
Telephone Number of Proposer:_____
Email Contact:_____

D. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

4. **MODIFICATION OR WITHDRAWAL OF PROPOSALS**

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for one hundred twenty (120) days after proposal opening.

5. **PROPOSAL OPENING**

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, email, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

6. **AWARDS**

A. As the best interest of the City may require, the right is reserved to make the award; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

B. Award will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request for Proposal and (2) is the best proposal, considering price, responsibility of the Proposer and all other relevant factors in the criteria for award.

C. Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

7. **OPEN COMPETITION**

A. It is the intent and purpose of the City of Joplin that the Request for Proposal permits free and open competition. However, it shall be the Proposer's responsibility to advise the City of Joplin if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received in writing by the City of Joplin at least ten (10) days prior to the Request for Proposal closing date and time. The Proposer may submit a written notification after the proposal closing provided sufficient time is permitted for a thorough review by the City of Joplin and its decision will be final.

B. The successful Proponent is permitted to compete with other solid waste collection vendors to provide services for any non-residential unit.

8. **BID PROTESTS**

A. Any actual or prospective bidder, offerer, or contractor, who is aggrieved in connection with the solicitation of bids or the award of a contract, may protest to the Director of Finance of the City of Joplin. The protestee shall present, in writing, the basis upon which the solicitation or award is contested, and, such protest must be presented within ten (10) calendar days after the bid opening. Compliance with this bid protest procedure shall be a condition precedent to any legal action.

CITY OF JOPLIN, MISSOURI
STANDARD TERMS AND CONDITIONS

A. **PROPOSAL SECURITY AND EVIDENCE OF INSURANCE:**
As a security, each Proposal must be accompanied by a Bid Bond by a recognized Surety Company similar to a U.S. Government Standard Form Bid Bond or a certified check of the Proponent, drawn on a responsible bank, in the amount equal to Ten Thousand ($10,000.00) Dollars. Said security is subject to forfeiture to the City in the event the successful Proponent fails to enter into an acceptable agreement to do the work within the terms specified in the Proposal.

B. **INSURANCE :** The successful Proponent shall at all time during the term of the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for the policy limits acceptable to the City prior to the commencement of work hereunder. The successful Proponent agrees to furnish the City with certificates of insurance satisfactory to the City, and such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

B.1 The successful Proponent (and any sub-contractor(s) thereto) shall provide a new certificate, by no later than January 30 of each succeeding year to reflect the requirements of the Missouri Register pursuant to Section 537.610, RSMo.

C. **EFFECTIVE DATE AND TERM:** The contract resulting from this RFP shall be effective upon the execution of the Contract, and performances of such Contract shall begin April 1, 2016. The City desires to pursue a multi-year agreement with the selected Proponent. Proponents shall provide cost proposals for a five (5) year contract with the option of extending the contract for an additional two one-year extensions that provides the City with the best overall responsive, responsible and lowest cost to the residential customers in the City of Joplin.

D. **DISPOSAL SITES:** Disposal sites to be used by the successful Proponent must operate in accordance with 10 CSR 80.3 if located within the State of Missouri, as amended, and the Regulations Governing Solid Waste Disposal Areas, as prepared by the State of Missouri Department of Natural Resources; or if the successful Proponent uses disposal sites outside the State of Missouri, said disposal site(s) shall be operated in accordance with all State and local rules and regulations. The selected Proponent shall provide a copy of the disposal site license and insurance certificates of each disposal site prior to execution of any agreement resulting from this RFP. If, for any reason, the successful Proponent decides to change the disposal sites during the term of the agreement, the City shall be given notice at least thirty (30) working days of such change and a copy of the disposal site license and insurance certificates of each new disposal site shall be provided to the City prior to any change in disposal sites being authorized. The City shall be given the right to inspect and audit the landfill, recycling and/or processing facilities, and any such facility as the successful Proponent shall control.

E. **RESPONSIBILITY FOR PERMITS:** The successful Proponent agrees to assume complete responsibility for securing any and all permits, licenses, privileges or rights of any nature whatsoever necessary for the collection and disposal of materials under the terms of the Contract. Copies of all permits and licenses will be provided to the City prior to execution of any agreement resulting from this RFP. The successful Proponent further agrees to abide by any and all rules and regulations that are imposed by any authorized agency or unit of government, and save the City from any violations therefrom.

F. **COMPLIANCE WITH APPLICABLE LAWS:** The successful Proponent shall conduct operations under this Contract in compliance with all applicable Local, State or Federal laws; provided, however, that the General Specifications shall govern the obligations of the successful Proponent where there exists conflicting ordinances of the City on the subject.

G. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract resulting from this RFP shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Proponent without City's written consent or any attempted assignment without such consent shall be void.

H. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. *This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.*

b. *This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.*

I. **PERFORMANCE BONDS:** The successful Proponent will be required to furnish a corporate Surety Bond as Security for the performance of the Contract. Said Surety Bond shall be in the amount as defined below and made payable to the City of Joplin. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract, each year being calculated accordingly to the following formula. The amount of the Performance Bond for the first year will be set at One Million Five Hundred Thousand Dollars ($1,500,000.00) and shall increase each succeeding year by 5% for the term of the contract.

I.1 The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Missouri and any other state in which the successful Proponent will dispose or process of any solid waste collected as a part of any contract resulting from this RFP.

J. **ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

DEFINITIONS

For the purpose of this Request for Proposal (RFP), the following words and phrases shall be interpreted as follows:

a) Bulky Trash – shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, furniture, televisions, toilets, pool heaters, water softeners, mattresses, microwave ovens, pianos, dry carpet, construction and demolition debris in small quantity, i.e. no more than one (1) cubic yard, bath tubs, sinks, bicycles, and other similar domestic household goods and furniture and shall not be commingled with Yard or Vegetative waste. There shall be no weight limit for any item of Bulky Trash.

Non-acceptable bulky trash includes, but not limited to, motor oil, appliances, railroad ties, lead acid batteries, contractor's waste, water heaters, business or commercial waste, chemicals, hazardous materials, carpet that has been allowed to get wet, tires, construction and demolition debris that is not in small quantity and is unsuitable for loading into a packer/rear loader trash truck.

b) Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding lengths of forty-eight inches (48") and cannot exceed fifty (50) pounds in weight.

c) City - The City of Joplin.

d) Co-mingled Recyclable Materials – A mixture of Recyclable Materials that have been set apart from refuse so that they can be recycled.

e) Construction Debris - Waste building materials, including but not limited to, asphalt, wood, nails, shingles, siding, plumbing fixtures, counter tops, etc., resulting from construction, remodeling, repair or demolition operations. That amount of such associated with small remodeling projects, including but not limited to such items as sinks, toilets, and small amounts of ceiling tiles, carpet, flooring materials, wood nails, screws, siding, roofing shingles, etc. shall be considered waste materials incidental to occupancy and maintenance of a Residential Unit, and shall be accepted by the successful Proponent as a normal generation of refuse from households.

f) Container/Cart - A receptacle on wheels, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a hinged lid capable of preventing the elements, animals and rodents from accessing the container/cart.

g) Contract - A written document containing the Agreement, Request for Proposals, Instructions to Proponents, successful Proponent's Proposal, General Specifications, Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the successful Proponent.

h) Contractor - The person, partnership or corporation performing Residential Solid Waste and Curbside Recycling Collection and Disposal, and collection and disposal of solid waste and recycled materials from all City facilities, under contract with the City.

i) Curbside Collection - The collection of residential solid waste, including Bulky Items, Garbage, Refuse, Yard and/or Vegetative waste, Recyclables, etc. which have been placed for pickup in an appropriate container, at the side of a public or private road or alley adjacent to the abutting private property. Collection shall include the pickup, removal, transportation, processing, sorting, recycling, and disposal of said items. A valet service for those residents that are disabled/handicapped shall be considered as a curbside collection service.

j) Garbage - All wastes resulting from the handling, preparation, cooking and consumption of food; storage and sale of produce; disposable fruits from residential fruit trees; and normal household waste and trash, except as otherwise excluded.

k) Household Hazardous Waste – Any household waste excluded from regulation as hazardous waste by 40 CFR 261.4(b)(l) but otherwise meets the definition of hazardous waste in paragraph (2)(H)3 of 10 CSR 25-3.260 of the Missouri Code of State Regulations. Household hazardous waste includes but not is limited to pathological waste, infectious waste, explosive waste, pesticides, pesticide containers, and toxic or radioactive materials, or as defined by the State of Missouri Department of Environmental Regulation or by any future legislative action or by federal, state or local law.

l) Landfill - A solid waste disposal area for which a permit is required and has been issued under the authority of the State, as amended, that receives solid waste for ultimate disposal in or upon land.

m) Materials Recycling Facility (MRF) – Also sometimes referred to as a Materials Recovery Facility, shall mean facility(ies) operated or managed for the purpose of receiving, sorting, processing, storing, and/or preparing Recyclable Materials for re-use or sale.

n) Municipality - A local government jurisdiction

o) Owner (or City) - The City of Joplin

p) Producer - An occupant of a Residential Unit who generates Residential Solid Waste.

q) Recyclable Materials – Materials that have been set aside from refuse so that they can be recycled.

u) Refuse - A mixture of Residential Solid Waste and Bulky Items, Construction Debris, Garbage, Recyclables, Yard and Vegetative Waste, Rubbish and other such items generated by a Residential Unit, unless the Contract otherwise requires.

r) Residential Solid Waste - A mixture of Bulky Items, Construction Debris, Garbage, Recyclables, Yard and Vegetative Waste, Refuse and Rubbish and other such items generated by a Residential Unit. Residential Solid Waste does not include human body waste, liquid waste, or any other material that has been identified by State or Federal regulation to be unsuitable for disposal in an approved solid waste disposal facility.

s) Residential Unit - A dwelling unit located in the City of Joplin occupied by a person or group of persons comprising not more than one (1) family. A Residential Unit shall be deemed occupied when potable water services are being supplied thereto, either by a commercial water supply company or by a private well system. Residential Units shall include single family dwellings and duplexes, but shall not include mobile home or trailer parks, apartment buildings and complexes, townhouses or other multiple family areas, or any commercial, industrial or office facility.

t) Rubbish - Miscellaneous solid waste material resulting from housekeeping, including but not limited to packing boxes, cartons, packing materials, excelsior, paper, magazines, ashes, bottles, glassware, dishes, rubber, rags, wood, leather, small automobile parts (except batteries), floor sweepings, and the like. It may also further include Bulky Items and other material incidental to occupancy and maintenance of a Residential Unit.

u) Scope of Work or The Work - The furnishing of all labor, materials, equipment, vehicles and other incidentals necessary for the successful completion of the Contract and the carrying out of all duties and obligations imposed by a Contract resulting from this RFP.

v) Yard or Vegetative Waste - Common yard waste such as lawn clippings, leaves, grass, flower stems, tree and shrub trimmings, etc. collected curbside for disposal or processing into humus or compost. Yard Waste does not include branches exceeding four (4) inches in diameter or root balls of trees and shrubs.

v.1) The City currently provides a fall leaf pickup program with city forces. This program provides for the collection of leaves brought to the curb by the property owner/tenant during the fall leaf season only. All other acceptable yard waste generated by the residential units shall be collected and disposed of by the successful Proponent.

w) Unit Price - The monthly cost per Residential Unit to provide the Scope of Work described in this RFP.

1.0 SCOPE OF WORK

1.1 PURPOSE: The City of Joplin desires to enter into an exclusive franchise agreement with a qualified firm to provide solid waste collection and disposal and curbside recycling services to all single family residential dwellings within its current and future corporate limits.

1.2 BACKGROUND: The City has an existing residential solid waste curbside collection agreement that is scheduled to terminate on March 31, 2016. The City desires to offer its citizens a continuation of existing collection and disposal services (or a modification thereto) plus additional services that are not contained within the existing agreement. A summary of existing service is as follows:

Current Services:

All residential waste is collected once/week and is disposed of at licensed disposal facilities. It is a co-mingled waste stream, inclusive of all residential waste (as defined herein).

The City currently provides all billing and collection services related to solid waste collection. Under the current contract, the Company is paid only what is collected from the customers. The Company absorbs any "bad debt" that is unable to be collected. The billing is a part of the monthly sanitary sewer billing program.

The current number of Residential Units serviced in the City is approximately 17,000. The City does not assure the accuracy of the number of Residential Units and the successful Proponent is encouraged to evaluate with their own methodologies.

The City currently subsidizes the disposal of bulky trash and yard waste that is delivered directly to a local transfer station by the residents of the City. The City intends to continue this service by way of a separate contract with one or more transfer stations.

The City provides a fall leaf collection service with city forces. This is typically a 45 to 60 day program that allows the community to consolidate all leaves to the curb where City forces will collect and dispose of the yard waste that is collected.

The City currently provides periodic access to city owned property for residents to bring tree and limb debris from localized wind and ice storms.

All waste from City owned facilities is collected through a separate contract; and all office/mixed paper/cardboard from city facilities is collected by another separate agreement.

The City currently operates a recycling drop-off center for patrons wishing to utilize the facility. The facility will accept:

- Cans, aluminum and tin/steel, all metal and bi-metals
- Plastics, #1 & #2 containers with necks
- Corrugated Cardboard and Paperboard
- Newspapers (with inserts)
- Magazines, Catalogs, Telephone Directories, Books, Junk Mail & Office Paper
- Glass bottles, jugs & jars (lids removed)

- Clean Packing Peanuts, Bubble Wrap
- Cooking Oil (Fats, Oils and Grease (FOG)
- Electronic Waste (computers, televisions, etc)
- All Batteries
- Household Hazardous Chemicals

New and/or Modified Services (General Overview):

At a minimum, the City desires to continue to provide a similar to equal level of service to the residential customers and provide all residential units the option of having curbside recycling. Curbside recycling service shall be made available to all residential units, but it will be at the option of the customer as to whether they will utilize that service. The City also desires to have the successful Proponent extend curbside recycling services to non-residential customers if requested by the non-residential customer.

The City intends to continue providing the subsidy for delivery of bulky trash and yard waste to the local transfer station.

All non-residential users may seek to contract with the successful Proponent for curbside waste collection and curbside recycling services independent of this agreement, but they are not required to do so. Curbside collection for non-residential users may only be done under separate contract between the customer and a third party contractor and shall not be considered as a part of the City's Contract. The successful Proponent is permitted to compete with other vendors to provide solid waste collection services to all non-residential users.

The City will be including the collection of all solid waste from city facilities as a part of any agreement resulting from this RFP, in lieu of a separate and independent contract as is currently in place. In addition, the City desires to have the successful Proponent provide appropriate recycling services for City Facilities. The City will pay the successful Proponent for the services provided in accordance to the schedule of fees and expenses itemized in the Proposal and in accordance with the terms and conditions of payment included in the agreement.

1.3 REQUIREMENTS: The minimum level of service to be provided shall be:

1. Once-per-week collection and disposal of all residential solid waste
   a) Each Proponent shall stipulate as part of their proposal how each residential unit is to prepare their residential solid waste and recyclables for collection; i.e. all mixed into a single container, two containers, three containers, bundles, bio-degradable bags, etc..
   b) Each Proponent shall stipulate as part of their proposal how all bulky item pick-ups must be prepared; i.e. pre-scheduling with individual residential units, provisions for regular scheduled pick-up days,
   c) Each Proponent shall stipulate as part of their proposal how Yard Waste will be prepared, collected, disposed of, or processed.

2. Once-per-week collection and delivery of all recyclables to an approved processing and/or Material Recovery Facility.
   a) Each Proponent shall stipulate as part of their proposal the materials to be collected as part of the curbside recycling service. The proposal shall include a detailed description of the container(s), if any, to be provided; any preparatory effort required by the customer;

b) All Recyclable Materials shall be collected, separated and otherwise treated in a lawful manner so as to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the successful Proponent resulting from the sale of the Recyclable Materials.

c) Recyclable Materials collected as part of the curbside collection service shall not be deposited in a landfill or waste incinerator. The City may terminate this Agreement if the Contractor fails to comply with the requirement to properly process all collected Recyclable Materials.

d) The City expects the successful Proponent to collect both the residential solid waste and the recyclables on the same day within any specific route.

e) Curbside Recycling services DO NOT have to begin on April 1, 2016. The successful Proponent will be permitted to have up to a maximum of six (6) months to have this element of the required services in full operation.

f) The City expects the successful Proponent to collect, at a minimum, the following co-mingled recyclables:
   - Metal Cans (ferrous and non-ferrous)
   - Cardboard, fiberboard, etc.
   - Newspapers with inserts
   - Mixed paper (magazines, telephone directories, office paper, etc)
   - #1 & #2 Plastic bottles

3. Provision of all container(s)/cart(s), bio-degradable bags, etc. to each residential unit necessary for the containment of all residential solid waste and recyclables. Proponent shall stipulate in their proposal the type, size, number, etc. of containers, carts, bags, etc. they will provide to the residential units to accomplish the objective of collecting and disposing of all residential solid waste and recyclables. All containers shall be of a uniform color, may be either new or used, and recycling containers shall be easily identifiable with either a different colored lid or be a completely different color than the solid waste container. All costs for all containers/carts shall be included in the monthly fee quoted by the Proponent in the Schedule of Fees and Expenses.

4. Valet service to those residential units in which ALL occupants of the residence have physical impairments due to age or disability that would prohibit them from being able to place and remove their waste and/or recycling container(s)/cart(s) from the curbside or adjacent alley. The successful Proponent shall make arrangements with these residential units to accommodate the collection and return of their waste and/or recycling container(s)/cart(s), to include collecting said waste and/or recyclables at the door of the residence, in lieu of requiring them to place their container(s)/cart(s) at curbside or in the adjacent alley. The successful Proponent may require verification of the physical impairment and in no case shall the successful Proponent be required to go inside any residence to complete the collection of the solid waste and/or recyclables. If there is a dispute as to whether a resident qualifies as physically impaired due to age or disability, the successful Proponent may require verification of the physical impairment from a medical professional. As of 7/30/15 there are between 300 and 325 customers that meet the standards for valet service.

5. Collection of all City Facility waste as outlined in Appendix A, and as may be amended during the term of the contract. The successful Proponent shall furnish and service, dumpsters of adequate capacity at the locations identified in Appendix A, and to any facility that may be added to the inventory during the term of the contract. The City shall stipulate the specific day of the week the collections shall be made at each location. This is a separate bid item and is

not a part of the requested proposal price for residential solid waste collection and disposal. The cost of this service shall be paid by the City in accordance with the terms of the contract.

5.a The successful Proponent shall provide containers and collect all recyclables from the City Facility locations listed in Appendix A at the frequency listed. As City programs and operations change, the location and frequency of all collections of recyclables may change accordingly.

6. Roll-off containers on an on-call basis to the City: Quotes provided on the Proposal form will be inclusive of all drop off and pick-up services; disposal fees, if any, shall be billed to the City as a separate invoice provided a copy of the disposal tipping fee receipt is attached, and shall be void of all other fees such as billing fee, environmental fee, fuel recovery fee, etc.. The cost of these additional containers shall be paid by the City in accordance with the terms of the contract.

7. Hours of Operation - Collection of Residential Solid Waste or curbside collection of recyclables shall not begin before 6:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and the successful Proponent. Proponents are advised that the City considers this operational requirement to be extremely important and that compliance will be strictly enforced.

8. Collection Routes and Schedules - Collection Routes and Schedules shall be established by the selected Proponent. The successful Proponent shall submit a map designating the collection routes, specifically identifying starting and ending points, and the estimated Collection Schedule to the City for its approval, which approval shall not be unreasonably withheld. The successful Proponent shall be responsible for providing both hard copies (enough for dissemination to the public) and an electronic version of the approved route map and schedule to the City. The City shall keep said Collection Route map and Schedule on hand for dissemination to the public in a manner that the City deems to be appropriate. The successful Proponent may from time to time desire to change routes, schedules or days of collection. Should the successful Proponent seek to change approved routes, schedules or collection days the Proponent shall be responsible for promptly giving written and published notice to the affected Residential Units. Changes in approved routes, schedules or collection days shall be permitted only once within any given 12-month period. Copies of any newly approved route map and schedule shall be provided to the City by the successful Proponent prior to the changes being implemented.

8.a The City has had in place an established route and schedule program for many years. Should the successful Proponent desire to change or alter these routes or schedules, it will be the responsibility of the successful Proponent to provide ample written and published notice to the affected Residential Units/customers to ensure a smooth transition to the new routes and schedules.

8.b The Contractor shall extend service to all new or additional units immediately upon request for service. The Contractor shall provide this extension of service at the current unit price as stipulated in the agreement throughout the term of the agreement.

9. COMPLAINTS – The successful Proponent shall maintain an office in the vicinity of the City of Joplin which shall be open during all business hours, have a telephone number and current company name published in the white and yellow pages of Joplin area telephone directories, have web site specific to the operations in Joplin, and be operated so that complaints and requests for service can be received. Proponent shall maintain a toll-free telephone line staffed by trained personnel between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays as specified in this Agreement, and have a supervisor with authority to handle problems or

complaints as they may arise. During non-business hours, the telephone may be maintained by an answering machine or answering service.

Whenever the City or a resident notifies the successful Proponent of a location that has not received scheduled service, the successful Proponent is required to serve the location no later than the following working day from the time of the complaint. If the successful Proponent is unable to resolve the issue the resident should be informed to call the Public Works Director, or designee thereto. A record of all complaints including, but not limited to, missed collections, damage to refuse containers, shrubbery, and vehicles, and the action taken thereon, shall be kept by the Contractor and reported monthly to the City. The Contractor shall answer all complaints courteously and promptly, and shall, in good faith attempt to settle any dispute arising with residents. Should the Contractor be unable to resolve any complaints within a reasonable period of time, the Contractor shall notify the appropriate city staff so that the City may take whatever additional steps it deems necessary. The Contractor shall provide each customer at the time of initial service, and once each year thereafter, with effective notice of the procedures for reporting and resolving complaints. The City shall designate the Director of Public Works, or his/her designee, as having primary responsibility for continuing administration of the Contract and implementation of complaint procedures.

All service complaints received by the City shall be directed to the Director of Public Works, or designee. The complaint will be forwarded to the Contractor by telephone, computer or electronic media where it shall be recorded on a complaint log by the Contractor. Unless specified elsewhere in the contract documents, the complaint shall be resolved within twenty-four (24) hours after it is received by the Contractor. When the complaint is received on a Saturday or the day preceding Contractor designated holidays, it shall be resolved by the Contractor no later than the next regular working day. Any complaint received directly by the Contractor shall be entered into the same complaint log and resolved in a like manner.

When the Director of Public Works, or designee, notifies the Contractor of a complaint, the Contractor shall take the appropriate steps that may be necessary to resolve the complaint within twenty-four (24) hours after its receipt. If a complaint cannot be resolved within twenty-four (24) hours, the Director of Public Works, or designee, shall be notified.

The Contractor shall provide the Director of Public Works, or his designee, with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub- contractors. Any damage shall be repaired within seven (7) business days unless otherwise specified in the contract documents.

10. QUALITY OF PERFORMANCE OF CONTRACTOR - It is the intent of this Agreement to ensure that the Contractor provides a quality level of solid waste and recycling Collection services. To this end, all complaints received by the City and reported to the Contractor shall be promptly resolved pursuant to the provisions of Section 10 of this section. Complaints shall not include customer informational requests or Recycling Container requests. A complaint not resolved within 24 hours, unless otherwise provided in this Agreement, shall count as two complaints. In the event complaints received by curbside customers exceed any of the following percentage(s):

Complaint Type	Annual %	Monthly %
Garbage, Trash and Damage	4%	0.5%
Recycling	2%	0.25%

Yard or Vegetation Waste	2.5%	0.35%

of the residential curbside customers within the City of Joplin served by the Contractor during any consecutive 12-month period, the City may levy a $100.00 penalty per incident administrative charges for those actions related to service as listed within this Agreement including:

a) Failure to collect all Approved Residential Solid Waste and Recyclable Materials, solid waste or yard/vegetative waste on schedule
b) Failure to replace Containers and Recycling Containers to the point of collection.

The City may also levy administrative charges for all other infractions of this Agreement at $100.00 per day per incident without regard to the percentage of customer complaints including:

a. Failure to provide clean, safe, sanitary equipment
b. Failure to maintain office hours as required
c. Failure to comply with designated hours of operation
d. Failure to provide documents and reports in a timely and accurate manner
    1) Monthly tonnage of solid waste delivered to disposal facility
    2) Monthly report on quantities of recyclable materials collected and delivered to MRF, by type
    3) Complaint report, inclusive of resolution documentation
    4) Monthly counts on the number of residential units being serviced for only solid waste collection and the count of those electing to have curbside collection services
e. Damaged container not replaced within two (2) business days
f. Failure to clean spillage, if caused during the collection process or contractor's activities, within twenty-four (24) hours after notice is received by the Contractor. ALL COLLECTION VEHICLES MUST CARRY "SPILL KITS" AND ALL DRIVERS MUST BE TRAINED IN THE PROPER USE THEREOF.
g. Failure to provide effective notice of the procedures for reporting and resolving complaints
h. Failure to repair damage of City or Customer property within seven (7) business days
    1) Damage to City streets, alleys, urban forest and other infrastructure elements may take longer to repair, depending on the time of year, extent and type of damage. The City shall determine an appropriate repair schedule. If City forces make the repairs, all costs associated with each such repair shall be billed to the Contractor.
i. Failure to cover materials on collection vehicle(s)
j. Name and phone number, and if applicable, size not displayed on equipment or Containers
k. Not providing schedule and route maps
l. Speeding upon conviction
m. Failure to report recycling activity monthly (on or before the 10th day of the following month)., in the format determined by the City, for the purpose of tracking and verifying citywide recycling activity
n. Failure to collect Recyclable Materials, solid waste or yard/vegetative waste on schedule for any customer who has been missed more than three (3) times within any continuous twelve (12) month period

o. Failure to respond to calls from all residential solid waste and recycling collection service customers, in a timely and appropriate manner

p. Failure to replace or provide Containers or Recycling Container(s) within two (2) business days.

q. Failure to repair damage to property, resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence, within seven (7) business days.

Changing routes without proper notification may result in a $2000.00 fine per incident.

Failure to clean up spillage of any substance required to be cleaned up by Contractor in accordance with specific City standards may result in a $2,500.00 penalty per day, per incident.

Failure to deliver Residential Solid Waste, Yard and Vegetative Waste or Recyclable Materials to an Approved Facility may result in the following penalties:

1) First offense, $1000.00 penalty
2) Second offense, $2500.00 penalty
3) Third offense, loss of franchise

Failure to complete, either partially or totally, a route on the regular scheduled pick-up day may result in a $1,000 penalty for each route per day not completed.

For the purpose of this Section, the City may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the City may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The City may assess administrative charges pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor and the City in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, request in writing an opportunity to be heard by the City and present its defense to such assessment.

The City shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the City will be final.

11. BILLING AND COLLECTION - The City of Joplin shall retain the responsibility for all billing and collection.

12.a The successful Proponent is hereby notified that the City shall only pay to the Contractor all sums actually collected by the City in accordance with the schedule of rates adopted by the City Council of the City of Joplin. The City shall remit such amounts by electronic funds transfer to the contractor on a monthly basis, by no later than the 10th of the month. The Contractor shall absorb all bad debt. If a customer does not pay a bill, the contractor may take all appropriate legal action against the customer. In no case shall the Contractor cut-off or cease the collection of solid waste to a residential customer for non-payment. The City has been involved in billing and collection of this service since January of 2013. Since that time, the collection percentage of that billed is approximately 95%. The City makes no warrant or commitment that future collection-to-billed percentages will remain consistent or in close range to what is currently being realized.

12. ANNUAL RATE ADJUSTMENT SCHEDULE - The successful Proponent shall be allowed to adjust the rates charged to all residential unit customers no more than the following annual escalation rates: (Each Proponent shall have the option of proposing escalation rates less than these maximums)

    Years 1 and 2 – No changes are allowed
    Years 3, 4 and 5 – 2% per year
    Years 6 and 7 – 2% per year (if option to extend is agreed to)

    The annual adjustment rate for all charges for collection and disposal of solid waste and recycling services for city facilities shall be equal to no more than the maximum escalation rates for the residential unit customers or as proposed in the "Offer of Schedule of Fees and Expenses".

1.4 SCHEDULE: The following is the projected schedule of events which are anticipated by the City for the implementation and completion of the project. The City may, in its discretion, revise the schedule of events at any time as may be in its best interests:

October 25, 2015 …… Publish Request for Proposal
3:00 PM CDST, Tuesday, November 11, 2015 …….. Mandatory Pre-Proposal Meeting
5:00 PM CDST, Friday, November 19, 2015 …….. Final Questions due from Proponents
3:00 PM CDST, Friday, November 27, 2015 …… City's response to Questions (via email)
3:00 PM CDST, Monday, December 7, 2015 ……. Proposals due
December 18, 2015 …… Selection Committee completes evaluation of Proposals
December 21, 2015 …… Notice of Selection Issued
January 29, 2016 …….. Contract Negotiations completed
February 1, 2016 …… First Reading of Agreement by City Council
February 15, 2016 …… Second/Third Reading by City Council
February 16, 2016 …… Notice to Award issued to Company
April 1, 2016 …….. Service begins

1.4.1 Following the notification of the selected firm, it is expected a contract will be executed between both parties as soon as possible.

FORMAT AND CONTENT OF PROPOSAL

2.0 Proposal Terms and Conditions:
The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

2.1 **Incurred expenses:** This City is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.

2.2 **Interviews:** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

2.3 **Request for Additional Information:** The proposer shall furnish such additional information as the City of Joplin may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

2.4 **Acceptance/Rejection/Modification to Proposals:** The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

2.5 **Proposals Binding:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

2.6 **Proprietary Information:** In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the City of Joplin and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

2.7 **Proposer's Certification:** By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Joplin employees or their family members.

2.8 **Information Required to be Submitted by Proponent:** Each Proponent shall submit the following information in order for its proposal to be adequately evaluated and considered:

a. An itemized list of the Proponent's equipment available, or proposed to be available, for use on a Contract resulting from this RFP.

b. A copy of the Proponent's latest available certified financial statement.

c. Evidence that the Proponent is in good standing under the City's ordinances and the laws of the State of Missouri and any other state in which the Proponent shall be conducting business as it relates to any contract resulting from this RFP. Evidence would include valid licenses, permits and

any other such information that the Proponent may feel will help demonstrate to the City that their firm is in good standing with local and State laws and ordinances.

d. Evidence, in form and substance satisfactory to the City, that the Proponent (or Proponent's subsidiaries or affiliates), has been in existence as a going concern for more than three (3) years and possesses not less than three (3) years actual operating experience as a going concern in providing the proposed service.

e. A list of three (3) relevant municipal references, including addresses and telephone numbers. Said references should be municipal entities for which the Proponent has provided similar services within the past five (5) years.

f. Information regarding the landfill(s), materials recovery facilities and or processing facilities to be utilized by the Proponent relating to location, capacity and current license status within the state of operation.

g. Any other additional information deemed necessary by the City to determine whether or not the Proponent is a qualified and responsible Proponent capable of fulfilling the terms of a contract resulting from this RFP.

h. Does the proponent have any previous, pending or existing litigation? And if so, elaborate.

2.9 Exclusive contract: The agreement resulting from this RFP shall be an exclusive contract.

2.10 Exceptions: If the Proponent desires to take exception to any terms, conditions and requirements of the RFP, the Proponent must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Proponent may be considered in the evaluation of proposals.

2.11 Late proposals: Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

2.12 Completeness: All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not effect this right.

2.13 Execution of Agreement: It is anticipated the selection of a firm will be completed by December 21, 2015. The successful proposer shall, within ninety (90) calendar days after Notice of Selection is issued by the City of Joplin, enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates. A copy of the sample agreement is attached, of which it is anticipated that the final agreement will be in substantial conformance with this document. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

3.0 SUBMISSION OF PROPOSALS

In order for the Selection Committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

A total of seven (7) copies of the Proposal shall be submitted, consisting of five (5) bound printed copies (each such Proposal to be bound in a single volume), one (1) unbound printed copy (such Proposal to be loose-leaf pages in a single

volume, held together with a clip) and one (1) electronic copy. Each printed proposal shall be prepared on standard recycled 8.5 x 11 letter size paper, with material separated by labeled tabs. The electronic copy shall be submitted on a CD-ROM or thumb drive in a PDF format or compatible with "Microsoft Word 2013" and all spreadsheets and related information shall be compatible with "Microsoft Excel 2013". Each Proposer may submit brochures or other information further describing the services proposed and/or pertaining to the qualifications of the Proposer. Any such information submitted must be included within each copy/volume. All Proposals shall be submitted in sealed envelopes with the following information on the outside: name of Proposer, contact person, address, telephone number, and marked as a "Solid Waste Collection Services RFP: #101-2016".

A. QUALIFICATIONS

1. **Title Page**: The complete legal name, address, Federal ID number, permanent address and telephone number of the Proponent including the name and all relevant contact information (phone, email, address, FAX, etc.) of the person to contact for discussion of the proposal.

2. **Table of Contents**

3. **Letter of Transmittal** - Limit to one (1) or two (2) printed pages

4. Overview of the company, including the year founded, office locations and the number of years you have provided the services specified herein.

5. A description of the firm's current staffing, and details as to the experience and qualifications of the individuals that would be primarily responsible for the project. Include an assigned point of contact.

B. TECHNICAL INFORMATION

1. Provide sufficient information to indicate the Proponent understands the Scope of Work and to describe how the Proponent will plan, implement, and accomplish the Scope of Work described in the RFP.

2. Provide a response to each of the minimum requirements and questions below. It is suggested that your response identify each requirement and question by item number.

c) Provide a description of the public response/involvement program you will employ, including notification of changes in service, complaint response, etc.

d) Provide a detailed explanation as to how the Proponent will handle holidays and extreme weather situations that prevent regular scheduled collection of solid waste. Include an emergency plan in the event of a prolonged interruption of a week or more.

e) The City desires to pursue a multi-year agreement with the selected Proponent. Proponents shall provide a cost proposal for a five (5) year contract, with an option for two additional one year extensions, that provides the City with the best overall responsive, responsible and lowest cost to the residential customers in the City of Joplin.

f) All information stipulated in Section 1.3 to illustrate the Proponents plan to provide the minimum level of service.

C. OFFER AND SCHEDULE OF FEES AND EXPENSES

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

1) SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:

ITEM ONE: Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total monthly fee of:

$ _____PER MONTH/RESIDENTIAL UNIT

ITEM TWO: Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal AND provide for the collection and recycling of all approved recyclables as set for in the Scope of Work as described in the Proponent's proposal for a total monthly fee of:

$ _____PER MONTH/RESIDENTIAL UNIT

ITEM THREE: Provide for the collection and disposal of all City facility waste as set forth in the Scope of Work and as itemized in Appendix A for a fee of:

CONTAINER SIZE	SOLID WASTE PRICE per PULL	TIPPING FEE PER TON	RECYCLING CONTAINER PRICE PER PULL
40 Cubic Yard Roll-Off	$_____each	$_____	$_____each
30 Cubic Yard Roll-Off	$_____each	$_____	$_____each
20 Cubic Yard Roll-Off	$_____each	$_____	$_____each
City Owned 30 Cubic Yard Roll-Off	$_____each	$_____	$_____each
2 Cubic Yard Dumpster	$_____each		$_____each
4 Cubic Yard Dumpster	$_____each		$_____each
6 Cubic Yard Dumpster	$_____each		$_____each
8 Cubic Yard Dumpster	$_____each		$_____each
90 or 96 Gallon Polycart	$_____each		$_____each

The City may from time to time require roll-off containers for special events and activities.

The price for the service below includes hauling a City-owned
30 cubic yard roll-off container of yard waste to city owned compost facility
Or city owned tree debris processing site

CONTAINER SIZE	PRICE PER PULL
City Owned 30 Cubic Yard Roll-Off	$_____each

The City owned compost facility is located at the Turkey Creek Wastewater Treatment Plant situated approximately 2.5 miles west of the Zora and Main Intersection. The Tree debris processing site is located southwest of the Zora and Schifferdecker intersection approximately one-half mile.

2) Schedule of Fees for Annual Escalation Factors: Proponents are limited to the percentage increase listed below, but can propose something less that the maximum:

Maximum Annual Escalation Factors Allowed	Proposed Annual Escalation Factors
Years 1 and 2 – No changes are allowed	_____
Years 3, 4 and 5 – 2% per year	_____
Years 6 and 7 – 2% per year (if option to extend is agreed to)	_____

D. FORMS AND ATTACHMENTS

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any amendments to the RFP shall be acknowledged on this form.

3.1 PROPOSAL DUE DATE: Sealed proposals will be received at the City of Joplin no later than 3:00 p.m., CDST, Monday, December 7, 2015. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery

CITY OF JOPLIN
602 S. MAIN
JOPLIN, MO 64801

Submitted sealed envelopes should be marked:

Name of Proposer: _____
Contact Person:_____
Address of Proposer:_____
Telephone Number of Proposer:_____
Email Contact:_____

"Solid Waste Collection Services RFP: #101-2016

3.2 AMENDMENTS: If it becomes necessary to revise or amend any part of this Request for Proposal, the Director of Public Works will furnish the revision by written Amendment to all prospective proposers who received an original Request for Proposal.

3.3 PROPOSAL EVALUATION PROCESS

The steps and activities in the proposal process will include the following:

3.3.1 A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.

3.3.2 The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

3.3.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

3.3.4 The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short listed firms.

3.3.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.3.6 The City reserves the right to reject any and all, or portions of, proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

3.4 CRITERIA FOR AWARD

The Selection Committee will evaluate proposals and a recommendation will be made to the City Manager of the City of Joplin. Each proposal will be evaluated for full compliance with the RFP instructions to the Proponent and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

3.4.1 Demonstrated experience and expertise of the Proponent and its staff in providing service of a similar nature to public sector clients. (20%)

3.4.2 Demonstration of a complete understanding of the City's requirements. (10%)

3.4.3 The approach to planning, implementing and performing the Scope of Work (10%)

3.4.4 The cost of the proposed service (60%)

3.5 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all proposers, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided in paragraph (3.5.1) below. Additionally, the City prohibits lobbying or communications initiated by a proposer to any City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated

by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

3.5.1 Any questions relative to interpretation of specifications or the proposal process shall be addressed to the Director of Public Works in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received after 3:00 PM, CDST on the date set for receipt of Final Questions Due as defined in Section 1.4 of the Scope of Work, will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an amendment to the RFP which, if issued, will be conveyed in writing to all prospective proposers via email and/or web posting not later than 3:00 PM, CDST on the date set for the City's Response to Questions as defined in Section 1.4 of the Scope of Work.

3.5.2 It will be the responsibility of the proposer to contact the City of Joplin prior to submitting a proposal to ascertain if any amendments have been issued, to obtain all such amendments, and to acknowledge receipt of such amendments in the proposal.

APPENDIX A

CITY OF JOPLIN SOLID WASTE SERVICES

LOCATION	ADDRESS	TRASH CONTAINER QUANTITY/SIZE	TRASH SERVICE FREQUENCY	*RECYCLING CONTAINER QUANTITY/SIZE*	*SINGLE-STREAM RECYCLING SERVICE FREQUENCY*
Parks Department Office	3010 W. 1st Street	1 / 2CY	1/week	1 / 2CY	1/week
Joplin Sports Complex	3301 W. 1st Street	2/ 4CY	1/week	1 / 8CY	1/week
Joplin Sports Complex-Softball Field	3301 W. 1st Street	3/ 4CY	1/week	1 / 2CY	1/week
Joplin Sports Complex-Soccer Field	3301 W. 1st Street	1 4CY	1/week	1 / 2CY	1/week
Gabby Street Ballpark	S. Adele Ave & W. 16 Street	1 / 4CY	1/week May to mid-Sept	1 / 2CY	1/week May to mid-Sept
* Joe Becker Stadium	1301 E. 3rd Street	4 / 4CY	5/week during baseball season	1 / 8CY	2/week during baseball season
Carver Day Care	520 School Avenue	1 / 2CY	1/week June-Aug	1 / 2CY	1/week June-Aug
Schifferdecker Pool	4th St & Schifferdecker Ave.	2 / 4CY	5/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept
Cunningham Pool	25th & Porter Avenue	1 / 4CY	5/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept
Ewert Pool	7th & S Murphy Boulevard	1 / 4CY	5/week May to mid-Sept	1 / 2CY	2/week May to mid-Sept
Memorial Hall	212 W. 8th Street	2 / 4CY	1/week	1 / 2CY	1/week
Golf Course Maintenance	3302 W. 1st Street	1 / 4CY	2/week April-Oct	1 / 2CY	2/week April-Oct
Golf Course Maintenance	3302 W. 1st Street	1 / 4CY	1/week Nov-March	1 / 2CY	1/week Nov-March
Golf Course Club House	506 S Schifferdecker Ave.	2 / 4CY	2/week April-Oct	1 / 2CY	2/week April-Oct
Golf Course Club House	506 S Schifferdecker Ave.	2 / 4CY	1/week Nov-March	1 / 2CY	1/week Nov-March
Parks Department Transfer	1301 West 2nd Street	7 / 4CY	2/week April-Oct	N/A	N/A
Parks Department Transfer	1301 West 2nd Street	7 / 4CY	.5/week Nov-March	N/A	N/A
Justice Center	303 E. 3rd Street	1 / 6CY	3/week	1 / 6CY	2/week
Police Sub-Station	115 E. 34th Street	1 / 90 Gal Cart	1/week	1 / 90 Gal Cart	1/week
Health Dept./WIC	321 E. 4th Street	1 /4CY	2/week	1 / 4CY	1/week
City Hall	602 S. Main Street	1 / 4CY	1/week	1 / 4CY	3/week
**(Current) Public Library	300 S. Main Street	1 / 2CY	1/week	1 / 2CY	1/week
** (Future) Public Library	20th & Connecticut Avenue	1 / 4CY	1/week	1 / 2CY	1/week
*** Airport ATC Tower	600 N. Colonial Drive	1 / 2CY	1/week	1 / 90 Gal Cart	1/week
Airport Main Terminal	7331 Highway 43	1 / 6CY	2/week	1 / 90 Gal Cart	2/week
**** Airport General Aviation Terminal	Highway 171	1 / 2CY	1/week	1 / 90 Gal Cart	1/week
Airport T-Hangers	Highway 171	12 / 90 Gal Cart	1/week	N/A	N/A
Airport General Aviation Terminal	Highway 171	2 / 90 Gal Cart	1/week	1 / 90 Gal Cart	1/week
Central Garage (at PWC)	1301 W. 2nd Street	1 / 4CY	1/week	1 / 4CY	1/week
Sign Shop (at PWC)	1301 W. 2nd Street	1 / 4CY	1/week	1 / 4CY	1/week
Fire Station #2	2825 W. Junge Boulevard	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #3	2727 Newman Road	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #4	3402 S. Hearnes Boulevard	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #5	3223 S. Texas Avenue	1 / 2CY	1/week	1 / 2CY	1/week
Fire Station #6	5302 W. 32nd Street	1 / 2CY	1/week	1 / 2CY	1/week
***** Fire Station #7	In vacinity of CR 200 & E.32nd	1 / 2CY	1/week	1 / 2CY	1/week
***** Public Safety Training Facility	5102 N. Swede Lane	1 / 2CY	1/week	1 / 2CY	1/week
Turkey Creek Waste Water Plant	3457 Eddy Lane	1 / 6CY	3/week	1 / 4CY	1/month
Turkey Creek Waste Water Plant	3457 Eddy Lane	6 / 2CY	3/week	N/A	N/A
Shoal Creek Waste Water Plant	2860 Apricot Drive	1 / 4CY	3/week	1 / 4CY	1/month
MAPS Admin. Building	123 S. Main Street	1 / 2CY	1/week	1 / 2CY	1/week
Nuisance Roll-Off at PWC	1301 W. 2nd Street	1 / 40 CY Roll off	As Needed	N/A	N/A
Leaves/Grass Clippings Collection or Tree Limbs/Brush Collection	collection location to be determined	City Owned 30 CY quantity to be determined	As needed	N/A	N/A
Trash or Bulky Items Collection Event	collection location to be determined	City Owned 30CY quantity to be determined	As needed	N/A	N/A

* Stadium Gate unlocked at 7:30 M-F

** The current Library will close and the new one will open in the Spring of 2017.

*** Driver to push button at gate; Tower personnel will see driver in camera before entry is permitted.

**** Driver to call 417-437-1710 to secure an "escort" into General Aviation Terminal area.

***** Neither of these facilities are in operation at this time; The P.S.T.F. is expected to come on-line in late 2016; F.S. #7 is expected to come on-line in 2017

CONTRACT NO._____

ADDRESS & PHONE OF CITY
City of Joplin, Missouri
602 S. Main
Joplin, MO 64801
417-624-0820, ext. 500

NAME, ADDRESS & PHONE OF COMPANY

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 S. Main (64801), Joplin, Missouri and _____ hereinafter referred to as the "Company."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Company to render certain services hereinafter described in Request For Proposal **Solid Waste Collection Services RFP: #101-2016** which Request For Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Company submitted a proposal dated _____ which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Company has become the lowest and best Proponent for performing the Scope of Work listed in the Exhibit A;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Company and the Company agrees to perform, in strict accordance with contract documents.

2. The services of the Company shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Company in Exhibit B. The term of the Agreement shall be for the period specified in the contract documents.

3. The City agrees to pay the Company in accordance with the prices and terms set forth in the contract documents and for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Company.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Company without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Company shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Company represents that Company will secure at Company's own expense, all personnel required to perform the services called for under this contract by Company. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Company. All of the services required hereunder will be performed by the Company or under Company's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Company shall fail to fulfill in timely and proper manner Company's obligations under this contract, or if the Company shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Company of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Company shall, at the option of the City become its property.** The Company shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Company.

8. **Assignment:** The Company shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Company from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **Reports and Data:** Any reports, data, or similar information given to or prepared or assembled by the Company under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Company without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Company and processed through the City. Upon request by the City, the Company shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Company shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over

all other documents, and the Request for Proposal and amendments thereto shall govern over the Company's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Company, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Company's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Company is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Joplin for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. **Substitutions:** The Company agrees and understands that the City of Joplin's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Company's proposal. Therefore, the Company agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Company further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Joplin agrees that an approval of a substitution will not be unreasonably withheld.

14. **General Independent Contractor Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Contractor will be an Independent Contractor and not the City’s employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers’ Compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor’s activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15. The Company shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

16. **Certification of Non-Resident/Foreign Companies:** If the Company is a foreign corporation or non-resident Company, it is agreed that the Company shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

17. **Nondiscrimination:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

    a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

    b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

18. **Covenants:** Company covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Company further covenants that in the performance of this contract no person having such interest shall be employed.

19. **Company's Responsibility for Subcontractors**: It is further agreed that Company shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Company shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Company by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Company the same power regarding termination of any subcontract as the City may exercise over Company under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

20. **Insurance:** Without limiting any of the other obligations or liabilities of the Company, the Company shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Company to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Company to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Company. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation….Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Company agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Company, its employees, officers or agents. Company agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, the Company shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Company shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide

evidence of such insurance.

e. Notice. The Company and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

f. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Company, upon 10 days written notice, to execute a contract addendum whereby the Company agrees to provide, at a price not exceeding Company's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

21. **Liability and Indemnity:**

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

22. **Performance Bond:** Contractor shall furnish a corporate Surety Bond as Security for the performance of the Contract. Said Surety Bond shall be in the amount as defined below and made payable to the City of Joplin. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract, each year being calculated accordingly to the following formula. The amount of the Performance Bond for the first year will be set at One Million Five Hundred Thousand Dollars ($1,500,000.00) and shall increase each succeeding year by 5% for the term of the contract. The date of submittal of each renewed Performance Bond for each subsequent year shall be the execution date of this agreement. The Performance Bond shall be in the form as attached hereto.

The surety company on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Missouri and any other state in which the successful Proponent will dispose or process of any solid waste collected as a part of any contract resulting from this RFP.

23. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

24. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

25. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

26. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

27. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City of Joplin, 602 S. Main, Joplin, Missouri, 64801, attn.: Director of Public Works, and the Company at the address indicated on Affidavit of Compliance form. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly
Director of Public Works

COMPANY

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

DEPARTMENT CERTIFICATION:
This contract requires an encumbrance transaction (ET) or Purchase Order (PO) form.
Check One __X__yes _____no

CERTIFICATE OF DIRECTOR OF FINANCE:
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

PERFORMANCE BOND

(NEED ONE FOR EACH STATE THE SUCCESSFUL PROPONENT WILL OPERATE IN TO FULFILL THE TERMS OF THIS CONTRACT)

KNOW ALL MEN BY THESE PRESENTS that **(COMPANY NAME)** as principal and _____, as surety are held and firmly bound to the City of Joplin, Missouri, in the sum of Dollars (_____) to be paid to the City of Joplin, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 20__, enter into a contract with the City of Joplin, Missouri, for:

RESIDENTIAL SOLID WASTE AND CURBSIDE RECYCLING COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF JOPLIN MISSOURI

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract on his, its or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Joplin, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if not time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

The principal and surety specifically hereby grant authority to the City of Joplin, Missouri, to date this bond consistent with the date of the contract upon signature of the contract by the City.

In addition to any other remedies which may be had by the City of Joplin, Missouri, under this bond, the City may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the City of Joplin, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Jasper County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____
By: _____

_____

Surety: _____
By: _____

Approved as to Form:

_____
Peter Edwards, City Attorney

AFFIDAVIT OF COMPLIANCE

SOLID WASTE COLLECTION SERVICES RFP: #~~01~~1010~~-~~ 2016

To be submitted with vendor's Proposal

_____ We **DO NOT** take exception to the RFP Documents/Requirements.

_____ We **TAKE** exception to the RFP Documents/Requirements as follows:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name _____

By _____
(Authorized Person's Signature)

_____
(Print or type name and title of signer)

Company Address_____

_____

_____

Telephone Number _____

FAX: _____

Date: _____

ADDENDA

Bidder acknowledges receipt of the following amendment:

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Addendum No. _____ Date_____

Email _____

FEID No._____

CITY OF JOPLIN
STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL NO: SOLID WASTE COLLECTION SERVICES RFP: #~~0~~101- 2016

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON **SOLID WASTE COLLECTION SERVICES RFP - #101-2016** FOR ***DESCRIPTION*** FOR THE FOLLOWING REASON(S):

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ WE DO NOT OFFER THIS SERVICE.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS SERVICE

_____ OUR CURRENT OBLIGATIONS WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER _____ DATE _____

Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements In Excess Of $5,000.00.
Effective January 1, 2009

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ *(Name* who is _____ *(Title)* of _____ *(Name of company),* a *(circle one)* corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.
Documentation of participation in a federal work authorization program is attached to this affidavit.

_____
Signature

Print Name: _____

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

_____
Notary Public

My commission expires: _____

Company ID Number: _____

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218. **Employer**	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Addenda Number 1

to

RFP #101-2016: Solid Waste Collection Services

The RFP Due Date is being changed to:

Monday, December 14, 2015 at 3:00 PM CDST

CLARIFICATIONS:

Page 16: Paragraph 12.a is mis-labeled; it should read "11.a"

Pages 17 & 24: There is a conflict on the time at which written questions/inquiries are to be submitted to the City on November 19, 2015 – the correct time will be 5:00 PM CDST

Page 17: November 19 is a Thursday, not Friday. The Question Submittal date will be November 20, 2015, at 5:00 PM, CDST. Section 1.4 is being modified, please refer to Question #12 for the new schedule.

Page 24: Para 3.5.1, stipulates that questions relative to the interpretation of specifications or the proposal shall be in writing – for clarification, questions may be submitted by email to the owner's representative identified on the first page of the RFP.

QUESTIONS FROM PRE-PROPOSAL MEETING:

QUESTION #1: What historical data does the city have as it pertains to the total tons of waste being collected under the current contract?

ANSWER #1: The City does not have any validated data.

QUESTION #2: Is there a Zone map showing the days different areas of the community are currently having solid waste collected?

ANSWER #2: The current Zone map can be found on-line on the City's web page at the following link:
http://www.joplinmo.org/DocumentCenter/View/1541

QUESTION #3: Will the City be opposed to installing a CNG fueling station to fuel the fleet of collection vehicles?

ANSWER #3: No. The City would not be opposed.

QUESTION #4: Will the Parks Department continue to collect and consolidate waste from the numerous small containers currently distributed throughout the parks?

ANSWER #4: Yes. The Parks Department will continue to collect and consolidate waste from those smaller containers.

QUESTION #5: Are we to understand that we are to include the collection of bulky waste at no additional cost?

ANSWER #5: The City believes the RFP adequately addresses this question.

QUESTION #6: Are the financial statements to be a full and complete statement or a corporate summary?

ANSWER #6: The City is asking for the most previous past years' audited financial statements.

QUESTION #7: How does the City wish to have the financial data submitted?

ANSWER #7: The financial data should be submitted in a **separate sealed envelope** at the time of submittal of the Proposal, **addressed to:**

Director of Finance, City of Joplin
RFP #101-2016

It may be submitted in an electronic format or a written document. Upon completion of the review of the data, all of the financial data shall be returned to each Proponent.

QUESTION #8: Will the City be taking a partnership approach to the recycling fee, i.e. is the City willing to put together some type of marketing program to increase participation?

ANSWER #8: The City will continue to promote recycling throughout the community as it currently does within the budget approved by the City Council.

QUESTION #9: Can the material collected as part of the curbside recycling program be taken to a waste-to-energy facility?

ANSWER #9: No. Paragraph 1.3, 2. c), stipulates: "Recyclable Materials collected as part of the curbside collection service shall not be deposited in a landfill or waste incinerator. The City may terminate this Agreement if the Contractor fails to comply with the requirement to properly process all collected Recyclable Materials."

QUESTION #10: How is it determined where service will be provided, i.e. street vs. alley?

ANSWER #10: We believe the RFP adequately addresses this question.

QUESTION #11: How will it be determined who's liable when it comes to damage to streets and alleys?

ANSWER #11: We believe the RFP adequately addresses this question.

QUESTION #12: Will there be any opportunity to ask for clarification of the answers sent out as part of any future addenda? (i.e. after the City sends out its responses on November 27th)

ANSWER #12: Section 1.4 of the RFP is to be deleted and the following new Section 1.4 is to be inserted into the RFP:

1.4 SCHEDULE: The following is the projected schedule of events which are anticipated by the City for the implementation and completion of the project. The City may, in its discretion, revise the schedule of events at any time as may be in its best interests:

October 25, 2015 ……..…… Publish Request for Proposal
3:00 PM CDST, Tuesday, November 11, 2015 ……... Mandatory Pre-Proposal Meeting
5:00 PM CDST, Friday, November 20, 2015 ……... Final Questions due from Proponents

3:00 PM CDST, Wednesday, December 2, 2015 ……. City's response to Questions (via email)
5:00 PM CDST, Friday, December 4, 2015 …….. Final Request for Clarification from Proponents
5:00 PM CDST, Tuesday, December 8, 2015 ……. City's final Response to all Questions (via email)

3:00 PM CDST, Monday, December 14, 2015 ……. Proposals due
December 22, 2015 ……. Selection Committee completes evaluation of Proposals
December 23, 2015 ……. Notice of Selection Issued
January 29, 2016 ……... Contract Negotiations completed
February 1, 2016 …… First Reading of Agreement by City Council

February 15, 2016 …… Second/Third Reading by City Council
February 16, 2016 …… Notice to Award issued to Company
April 1, 2016 …….. Service begins

1.4.1 Following the notification of the selected firm, it is expected a contract will be executed between both parties as soon as possible.

QUESTION #13: Will all of the questions and answers be made available to everyone?

ANSWER #13: Yes, to all those in attendance at the mandatory Pre-Proposal meeting.

QUESTION #14: Are non-residential customers to contract directly between the hauler and the customer?

ANSWER #14: Yes

QUESTION #15: Will the City be involved in the billing of any non-residential customer?

ANSWER #15: No

QUESTION #16: Could the City please clarify Bid Item Three regarding the dumpster units/City facility collection services?

ANSWER #16: The City is continuing to evaluate this question and will be distributing a response before the end of business on November 20th.

Addenda Number 2

to

RFP #101-2016: Solid Waste Collection Services

The RFP Due Date has been changed to:

Monday, December 14, 2015 at 3:00 PM CST

CLARIFICATIONS:

Page 25: Appendix A; if the service frequency is noted as .5/week, this shall equal a service of having the container(s) pulled once every two (2) weeks.

All reference to Central Daylight Saving Time (CDST) is hereby deleted and all time references are to be considered Central Standard Time (CST)

QUESTIONS:

Question #1: The RFP states the contracted Hauler cannot stop any residential services due to non-payment, what recourse does the Hauler have since the service is offered through the City contract?

Answer #1: The City would suggest that each Proponent seek advice from their own legal counsel as to what options they may wish to employ.

Question #2: Regarding the potential street damages; would the City be willing to "cap" the possible annual exposure to the Hauler?

Answer #2: Maybe; Each Proponent has the option to submit as part of their proposal as to how they might wish to address this matter. The City will not commit to accepting any proposal that will limit its ability to seek restitution for damages to the public infrastructure at this time.

Question #3: Would the City be open to alternate proposals as to how the City might be compensated for possible damage to the streets and alleys?

Answer #3: Yes – provided it would be understood that any such proposal would not limit the liability of the successful Proponent for major claims of damage to the public infrastructure or public property.

Question #4: Several references are made to respond within 24 hours—can this be changed to one business day?

Answer #4: No; the RFP stipulates allowances for complaints received on Saturdays or the day preceding Contractor designated holidays.

Question #5: How many current multi-family homes are being serviced that will not be included in the proposal?

Answer #5: To the best of our knowledge, there are approximately 58 properties that meet this criteria.

Question #6: Would it be fair to say the services to be required in the proposal to be awarded the contract are: unlimited trash serviced weekly to all residential units including alley pickup, subscription recycle offered weekly, unlimited yard waste serviced weekly and unlimited bulky items serviced weekly with all the mentioned services on the same day?

Answer #6: We believe the RFP adequately addresses this question.

Question #7: When Contractor receives an aging (past due billing information), at what point may the contactor begin collection process?

Answer #7: The City would suggest that each Proponent seek advice from their own legal counsel as to how and when they may wish to begin such proceedings.

Question #8: Can the City start taking a deposit on the trash service to help with bad debt just like other utilities?

Answer #8: The City does not intend to initiate a deposit program at this time.

QUESTION #9: Could the City please clarify Bid Item Three (page 21) regarding the dumpster units/City facility collection services?

ANSWER #9: Sections C, Offer and Schedule of Fees and Expenses, Section D, Forms and Attachments, and Section 3.1 Proposal Due Date (pages 21 and 22) shall be replaced with the following:

C. OFFER AND SCHEDULE OF FEES AND EXPENSES

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all amendments thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

3) <u>SCHEDULE OF FEES FOR A FIVE (5) YEAR CONTRACT:</u>

ITEM ONE: Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal for a total monthly fee of:

$ _____PER MONTH/RESIDENTIAL UNIT

ITEM TWO: Provide for the collection and disposal of all residential solid waste as set forth in the Scope of Work as described in the Proponent's proposal AND provide for the collection and recycling of all approved recyclables as set for in the Scope of Work as described in the Proponent's proposal for a total monthly fee of:

$ _____PER MONTH/RESIDENTIAL UNIT

ITEM THREE: Provide for the collection and disposal of all City facility waste as set forth in the Scope of Work and as itemized in Appendix A for a fee of:

Total Monthly Charge for Solid Waste and Recycling Services for City Facilities: $_____PER MONTH

(To be calculated for the month of July)

The monthly fee for each location shall be calculated using the following formula:

(Number of Containers) X (Frequency of Pull) X (Unit Charge per Pull) X (4.33 weeks/month) = Charge per month per location

Unit Charge for Pull and Transport to Designated Solid Waste Disposal Facility or Recycling Facility:

CONTAINER SIZE	SOLID WASTE CONTAINER PRICE PER PULL	TIPPING FEE PER TON	RECYCLING PRICE PER PULL
40 Cubic Yard Roll-Off	$_____each	$_____	$_____each
30 Cubic Yard Roll-Off	$_____each	$_____	$_____each
20 Cubic Yard Roll-Off	$_____each	$_____	$_____each

City-owned 30 Cubic Yard Roll-Off	$_____each	$_____	$_____each
2 Cubic Yard Dumpster	$_____each		$_____each
4 Cubic Yard Dumpster	$_____each		$_____each
6 Cubic Yard Dumpster	$_____each		$_____each
8 Cubic Yard Dumpster	$_____each		$_____each
90 or 96 Gallon Polycart	$_____each		$_____each

The City may from time to time require roll-off containers for special events and activities.

NOTE TO PROPONENTS:
The City reserves the right to modify the number of containers and the frequency of collection on an as needed basis. The successful Proponent can anticipate a number of changes in the frequency and number of containers stipulated for the recycling services for city facilities. As this is a new service, only estimates of the level of service have been included in Appendix A. As the frequency and/or number of containers change, the monthly charge shall be adjusted accordingly using the quoted Unit Charges above. The City shall pay the successful Proponent for the actual number of pulls provided.

The price for the service below includes hauling a City-owned
30 cubic yard roll-off container of yard waste to city owned compost facility
Or city owned tree debris processing site

CONTAINER SIZE	PRICE PER PULL
City-owned 30 Cubic Yard Roll-Off	$_____each

The City-owned compost facility is located at the Turkey Creek Wastewater Treatment Plant situated approximately 2.5 miles west of the Zora and Main Intersection. The Tree debris processing site is located southwest of the Zora and Schifferdecker intersection approximately one-half mile.

4) Schedule of Fees for Annual Escalation Factors: Proponents are limited to the percentage increase listed below, but can propose something less that the maximum:

Maximum Annual Escalation Factors Allowed	Proposed Annual Escalation Factors
Years 1 and 2 – No changes are allowed	_____
Years 3, 4 and 5 – 2% per year	_____
Years 6 and 7 – 2% per year (if option to extend is agreed to)	_____

D. FORMS AND ATTACHMENTS

The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any amendments to the RFP shall be acknowledged on this form.

3.1 **PROPOSAL DUE DATE:** Sealed proposals will be received at the City of Joplin no later than **3:00 p.m., CST, Monday, December 14, 2015**. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery

CITY OF JOPLIN
602 S. MAIN
JOPLIN, MO 64801
ATTN: MR. LYNDEN LAWSON

Submitted sealed envelopes should be marked:

Name of Proposer: _____
Contact Person:_____
Address of Proposer:_____
Telephone Number of Proposer:_____
Email Contact:_____

"Solid Waste Collection Services RFP: #101-2016

Addenda Number 3

to

RFP #101-2016: Solid Waste Collection Services

The RFP Due Date has been changed to:

Tuesday, December 15, 2015 at 3:00 PM CST

CLARIFICATIONS:

A. Section 1.4 of the RFP is to be deleted and the following new Section 1.4 is to be inserted into the RFP:

1.4 SCHEDULE: The following is the projected schedule of events which are anticipated by the City for the implementation and completion of the project. The City may, in its discretion, revise the schedule of events at any time as may be in its best interests:

October 25, 2015 …… Publish Request for Proposal
3:00 PM CST, Tuesday, November 11, 2015 …….... Mandatory Pre-Proposal Meeting
5:00 PM CST, Friday, November 20, 2015 …….... Final Questions due from Proponents

2:00 PM CST, Thursday, December 3, 2015 …… City's response to Questions (via email)
1:00 PM CST, Tuesday, December 8, 2015 …….. Final Request for Clarification from Proponents
5:00 PM CST, Wednesday, December 9, 2015 ……. City's final Response to all Questions (via email)

3:00 PM CST, Tuesday, December 15, 2015 ……. Proposals due
December 22, 2015 …….. Selection Committee completes evaluation of Proposals
December 23, 2015 …….. Notice of Selection Issued
January 29, 2016 …….... Contract Negotiations completed
February 1, 2016 …….. First Reading of Agreement by City Council
February 15, 2016 …….. Second/Third Reading by City Council
February 16, 2016 …….. Notice to Award issued to Company
April 1, 2016 ……... Service begins

B. Appendix A: There are five locations listed as part of the Airport Operations; they are currently listed as follows:

*** Airport ATC Tower
Airport Main Terminal
****Airport General Aviation Terminal
Airport T-Hangers
Airport General Aviation Terminal

The locations should be changed to read as follows:

*** Airport ATC Tower
Airport Commercial Terminal
Airport General Aviation Terminal
****Airport T-Hangers
****Airport Fire Barn

All * explanations are as noted at the bottom of Appendix A; All addresses, container information, and frequency remains unchanged.

C. Section 3.4 Criteria for Award shall be deleted and the following shall be inserted in its place:

3.4 CRITERIA FOR AWARD

The Selection Committee will evaluate proposals and a recommendation will be made to the City Manager of the City of Joplin. Each proposal will be evaluated for full compliance with the RFP instructions to the Proponent and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

3.4.1 Demonstrated experience and expertise of the Proponent and its staff in providing service of a similar nature to public sector clients. (5%)

3.4.2 Demonstration of a complete understanding of the City's requirements. (10%)

3.4.3 The approach to planning, implementing and performing the Scope of Work (25%)

3.4.4 The cost of the proposed service (60%)

(Editor's Note: Only the % numbers for 3.4.1 and 3.4.3 have been changed from the original RFP)

QUESTIONS: (Questions are Numeric; Answers are Alpha characters & **Bold)**

1. With not having specific street names outlining the city limits, are there any areas serviced outside of the city limits serviced under the umbrella of the city contract? Example: Area north - Airport City which I understand is a POA and any other POA areas such as ones south of the new Mercy Hospital

    a. **We believe the RFP adequately addresses this question.**

2. Will all city facilities be expected to participate in the recycle program?

    a. **Yes; Proponents should recognize that it is the intent to have each of the identified city facilities participate in the recycling program, but that all services listed in Appendix A are subject to change as directed by the City; i.e. for both solid waste or recycling services.**

3. Is the city open to the discussion of eliminating as many alley way set outs as possible? Some of these areas have overhead obstruction/clearance concerns, are narrow, and can provide opportunities in safety due to blind spots

    a. **The RFP stipulates that each Proponent is to provide as part of their submittal a description of how they intend to implement the Scope of Work.**

    b. **The RFP stipulates that each Proponent shall be responsible for establishing their own collection routes and schedules.**

4. Can the bad debt be negotiated at the time of contract approvals? 5% seems to be somewhat high for a city the size of Joplin.

    a. **In no case will the City pay the successful Proponent more than what is collected from the billing and collection program, but each Proponent may submit as part of their proposal suggestions for consideration by the City.**

5. What percentage of the residences are allowed to opt out of having any services?

    a. **All defined residential units will be billed for solid waste services whether they use said services or not.**

6. Is the city opposed to having one price for both services giving everyone the opportunity to have both types of containers for full participation?

    a. **We believe the RFP adequately addresses this question.**

7. In driving the city it has been noticed there are several houses that set trash outside of the container.

    a. Is this expected by the city?

        i. **Yes**

b. If not, who is the compliance officer?

    i. **N/A**

c. If it is, would not a second cart for a small fee be more attractive for the city streets and efficient for the service company to have all waste inside the cart excluding yard waste or bulk pick up.

    i. **The City expects <u>ALL</u> solid waste to be collected on each day that services are being provided.**

8. Are the small business being run out of remodeled houses/office space considered residential or commercial?

    a. **Commercial**

9. What percentage of the small commercial business's utilizing the non-residential cart service currently?

    a. **Not Applicable to this RFP**

10. What is the deadline for carts to be presented on the curb/alley the day of service?

    a. **Each Proponent is to submit as part of their Proposal how they intend to implement and accomplish the Scope of Work.**

11. Please provide a definition for what the city considers a missed pick up based upon the deadline for set out.

    a. **When Trash or Recycables are not picked up on the scheduled day for service.**

12. Does the city have an assigned city employee to assist with set out compliance as well as complaint resolution?

    a. **Yes**

13. Who will assist in the recycle compliance avoiding contamination?

    a. **The City envisions this to be part of the public involvement program to be provided by the successful Proponent, which is to be a part of each Proponents submittal. The City will continue its own efforts to help educate the community on proper recycling techniques.**

14. Who pays the disposal costs for high percentages of recycle contamination?

    a. **The successful Proponent.**

15. Can contamination be billed back the residence?

    a. **No**

16. Does the city have a disaster plan relevant to trash services? If so, what would be our expectations and or roll in the effort for such an event?

    a. **No; Not a part of this request; no expectations are to be considered.**

17. Are there any areas of the city being serviced where flooding is prone and causing delays or detours that potentially interrupt route schedules?

    a. **Unknown; do not have route maps of successful Proponent to compare to FEMA flood maps.**

18. Will the awarded company be expected to participate in the reduced cost gate rate at a transfer station for residences choosing to haul yard waste or bulk on their own? Or is this a separate contract with the City?

    a. **No; Separate Contract**

19. Is yard waste and or bulk a call-in scheduled service or is it currently being picked up by specific route schedule on a particular day of the week, every other week or month?

    a. **Current service practices are not relevant; Each Proponent is to stipulate how they intend to implement the Scope of Work.**

20. Is the city set up to receive the single stream recycle at their facility?

    a. **No**

21. Are there special events scheduled within the city that would require one time cart service or one time container services for each event? If so, who pays for the service or is a part of the contract?

    a. **We believe the RFP adequately addresses these questions.**

22. Is the awarded company required to (have) a location within the city limits or can they be located in an adjoining city or state?

    a. **We believe the RFP adequately addresses this question.**

23. What is the average number of stop services and start services per month?

a. **Unknown; We checked October of 2015 and we had approximately 400 starts and 400 stops, but this is not an average.**

24. Is the reference 17,000 residences within what % accurate high or low?

    a. **Unknown.**

25. Can duplex residences participate?

    a. **We believe the RFP adequately addresses this question.**

26. Can or will apartment complex ownership/management be given variances to have cart service versus commercial containers?

    a. **We believe the RFP adequately addresses this question.**

27. Will company be expected to follow the city holiday schedules

    a. **We believe the RFP adequately addresses this question.**

28. What are the customer complaint resolution timeline expectations?

    a. **We believe the RFP adequately addresses this question.**

29. Will city allow a grace period past April 1st start date for delivery of carts for residential trash services? The transition timeline for 17,000 carts delivered in 8 weeks or less is fairly difficult, preference would be to have 12 weeks.

    a. **The successful Proponent shall be required to begin services on April 1, 2016 per the RFP.**

30. Can the timelines for services start date, cart delivery, container delivery, and mapping be negotiated between city, current provider, and new provider to insure a seamless transition?

    a. **The successful Proponent shall be required to begin services on April 1, 2016 per the RFP.**

    b. **Each Proponent shall stipulate as part of their Proposal, per Section 3.0, B., 1., how they intend to implement the Scope of Work.**

31. If you are a company from outside the state and city how many days will be allowed for business licenses, permits, etc to be in place once the contract is awarded?

    a. **The resulting contract will not be executed until all required licenses, permits, etc. are provided to the City.**

32. Can the RFP be sent in word document format?

    a. **A revised "Offer and Schedule of Fees and Expenses" was distributed as part of Addenda #2; it should be able to be used in electronic format. Proponents are advised to refer to Section 3.0 as to how to submit their Proposal.**

33. Are prices to be noted in the same format as outlined in the RFP?

    a. **We believe the RFP adequately addresses the question.**

34. Does the city anticipate any future residential annexation of significant size that would require a volume of additional assets?

    a. **The successful Proponent shall be provided ample notice of any future annexations.**

35. Does the city have a listing of the valet customers by address?

    a. **The successful Proponent shall be provided a list of addresses that require this level of service.**

36. The City has asked for a monthly price for the city facilities, but there are roll-off containers included in that list that cannot be quantified unless the City stipulates how many hauls and the weights. How do we calculate a monthly fee?

    a. **The intent is to secure a price for all of the locations stipulated in Appendix A. The items listed with roll-offs, do not have specific locations and should not be included in the monthly price quote. The City will request those services and will pay the "Price per Pull" and "Tipping Fee per Ton" as quoted in Item Three of the "Offer and Schedule of Fees and Expenses"**