City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: March 21, 2016

Item: COUNCIL BILL NO. 2016-113
Originating Department: PUBLIC WORKS DEPARTMENT

Attachments:
1) Exhibit A - Invitation for Bids; IFB #200-2016
2) Exhibit B - Bid Submittal of Allied Services, LLC d/b/a Republic Services of Galena
3) Council Bill 2016-113

Department Head:	Nicholas A. Heatherly
Finance Department:	Leslie Haase
City Attorney:	Peter C. Edwards
City Manager:	Samuel L. Anselm

Recommended Action: Accepting the bid of Allied Services, LLC d/b/a Republic Services of Galena to provide disposal services of bulky items, limbs/brush and tires at a local transfer station.

Background: On April 1, 2004, the City started the residential trash franchise, which included a City-subsidized transfer station bulky items drop off portion, and signed an agreement with American Disposal, now known as Republic Services. There were many extensions and amendments to the agreement including changes to the transfer station portion. The current Republic Services agreement that includes the transfer station portion (Ordinance No. 2010-180) will expire on March 31, 2016. In order to make the November 2015 request for proposal for Solid Waste Collection Services (RFP #101-2016) fair to all proponents, the transfer station portion was omitted from the requirements. The City of Joplin published an Invitation for Bids (IFB #200-2016) to provide disposal services of bulky items, limbs/brush and tires at a local transfer station on February 21, 2016.

Discussion: On March 10, 2016 two bids were received from Allied Services, LLC d/b/a Republic Services of Galena, one responsive and the other not responsive to the Invitation for Bids. The non-responsive bid excluded the requirement to have the transfer station open at least four (4) hours on Saturdays.

This Council Bill accepts the responsive bid of Allied Services, LLC d/b/a Republic Services of Galena for authorized residents to deliver directly to the transfer station up to 2,000 pounds of bulky items, limited quantities of construction/demolition debris, brush and tree limbs, and tires. The Invitation for Bids stipulated that the City shall compensate the transfer station an amount equal to one-half of the bid price for the itemized services, and the remaining half shall be collected from the resident delivering waste to the transfer station. Services will begin April 1, 2016.

The bid shall be valid for a period of three years, with an option for two additional one year extensions at the discretion of the City. The City reserves the right to modify and amend the terms and conditions of the bid throughout the term upon written authorization of both the City and Allied Services. Unit prices shall be permitted to escalate no more than 1% per year. City pays half and the resident pays half of the pricing listed below:

Bulky Items:	
Car or pick-up truck	$20.00 per load
Trailer less than 8 feet in length	$20.00 per load
Trailer 8 feet or more in length	$26.00 per load
Tires – with a limit of 5 per vehicle, per trip	$ 9.00 per tire
Limbs and Brush:	
Car or pick-up truck of limbs and/or brush	$34.00 per load
Trailer less than 8 feet in length	$34.00 per load
Trailer 8 feet or more in length	$48.00 per load

Days and Hours of Operation will be: (exclusive of certain holidays)

Monday thru Thursday: 8:00 AM till 2:30 PM (closed from 11:30 till 12:00 for lunch)
Saturday: 8:00 AM till 12:00 (noon)

Recommendation: Staff recommends approval of Council Bill 2016-113 on an emergency basis in accordance with Section 2.12 (1) of the Joplin City Charter, in that said ordinance provides for the protection and preservation of the public health of the community by ensuring the uninterrupted disposal of bulky items, limbs/brush, and tires thereby minimizing the proliferation of vermin and unsanitary conditions within the community.

CITY OF JOPLIN, MISSOURI
DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BID #200-2016

THIS IS NOT AN ORDER

RETURN TO:

City of Joplin
Department of Public Works
602 S. Main
Joplin, MO 64801

Date Issued: February 21, 2016
Owner's Representative Email: nheather@Joplinmo.org
Telephone Number: 417-624-0820, ext. 500
Fax Number: 417-625-4738
DUE DATE: MARCH 10, 2016

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DEPARTMENT OF PUBLIC WORKS PRIOR TO **3:00 P.M. ON MARCH 10, 2016.** Bids will be opened by the City at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- ***FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.***

You are invited to submit your bid to furnish the services described herein.

DESCRIPTION

The City of Joplin desires to enter into an agreement with a licensed waste disposal transfer station that provides disposal services of bulky waste, limited quantities of construction/demolition debris and brush and tree limbs for the authorized residents of the City of Joplin. The resident shall deliver the waste directly to the transfer station. The agreement will stipulate that the City shall compensate the transfer station an amount equal to one-half of the bid price for the itemized services, and the remaining half shall be collected from the resident delivering waste to the transfer station. Services are expected to begin on April 1, 2016.

See attached General Conditions, Specifications, and Bid Form for detailed information.

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the Department of Public Works if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Department of Public Works not later than three (3) days prior to the bid opening date.

CITY OF JOPLIN
INSTRUCTION TO BIDDERS

01. Opening Location
The Bids will be opened at the City of Joplin, Department of Public Works, 602 S. Main, Joplin, MO 64801 in the presence of Public Works officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

02. IFB Delivery Requirements
Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Department of Public Works for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Department of Public Works office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Department of Public Works and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

03. Sealed and Marked
If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Joplin
Department of Public Works
602 S. Main
Joplin, MO 64801

04. Legal Name and Signature
Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

05. Corrections
No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

06. Clarification and Addenda
Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Department of Public Works in writing or through email. The Department of Public Works shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Department of Public Works at phone number 417-624-0820, ext. 500, to determine if addenda were issued and to make such addenda a part of their Bid.

07. IFB Expenses
All expenses for making Bids to the City are to be borne by the bidder.

08. Irrevocable Offer
Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

09. Responsive and Responsible Bidder
To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

10. Reserved Rights
The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

11. The Right to Audit
The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit

will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

12. Applicable Law
All applicable laws and regulations of the State of Missouri and the City including the City Purchasing and Procurement Policies and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Purchasing and Procurement Policies and Procedures.

13. Right to Protest
Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City of Joplin Director of Finance.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Collusion
By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

a. *Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.*

b. *Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.*

c. *No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.*

d. *The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.*

e. *No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.*

15. Contract Forms
Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

16. IFB Forms, Variances, Alternates
Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City.

17. Bid Form
All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

18. Modifications or Withdrawal of Bid
A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

19. No Bid
If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

20. Errors In Bids
Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders.

21. Prices Bid
Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.

22. Payment
Payment shall be monthly for services provided during the preceding month and will, in every case, be supported by a suitable invoice.

23. Deviations to Specifications and Requirements.
Failure of any bidder to furnish the data requested in the IFB, may be cause for rejection of the bid. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and not accepted in writing by the City may be grounds for termination of the contract.

24. Awards

a. *As the best interest of the City may require, the right is reserved to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*

b. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

c. *Vendors/companies other than the one presenting the lowest and best bid, shall have the option of entering into an agreement with the City; said agreement being in substantial conformance with the agreement with the lowest and best Bidder, provided any and all such additional agreements shall stipulate the same schedule of fees as that of the lowest and best bid.*

25. Regulations
It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Local, State and Federal rules, regulations, or other requirements, as each may apply.

26. Termination of Award
Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.

27. Royalties and Patents
If applicable to this IFB, the successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

28. Equal Employment Opportunity Clause
The City of Joplin, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

29. Bid Tabulation
Bidders may request a copy of the bid tabulation of the Invitation for Bid.

30. Budgetary Constraints
The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

31. Order of Precedence
Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

32. Affidavit for Service Contracts
The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Joplin affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

CITY OF JOPLIN
GENERAL TERMS AND CONDITIONS
IFB #200-2016

1. The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor'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.

2. **Termination:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor 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 Contractor 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 Contractor shall, at the option of the City become its property.** The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor 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 Contractor.

3. **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.

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

5. **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 Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor 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.

6. **Contract Documents:** The agreement between the City of Joplin and the Contractor shall consist of (1) the Council Bill which embodies the requirements contained herein, (2) the Invitation for Bid, and any addenda thereto and, (3) the bid proposal, as accepted, submitted in response to the Invitation for Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Bid and addenda thereto shall govern over the Contractor's Proposal and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and

such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Invitation for Bid shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.

7. **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.

8. The Contractor 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 Contractor's proposal. Therefore, the Contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Contractor 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.

9. **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 it has a full opportunity to find other business, that it 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.

10. The Contractor 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.

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

12. 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.
    a. A similar certificate from the Secretary of State of any state in which the contractor transacts business for the performance of the work described herein, shall be provided to the City, unless exempt under that State's specific statute's.

13. 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.
    a. A similar certificate from the Secretary of State of any state in which the contractor transacts business for the performance of the work described herein, shall be provided to the City, unless exempt under that State's specific statute's.

14. **Discrimination.** 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) and 41 C.F.R. § 60-741.5(a), if applicable.

15. 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.

16. 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.

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

18. **Contractor's Responsibility for Subcontractors**: It is further agreed that Contractor 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. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor 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.

19. **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.

20. **Entire Agreement:** This agreement, including the terms and conditions 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.

21. **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.

22. **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.

CITY OF JOPLIN
SPECIFICATIONS
IFB #200-2016

1. Reports and Data to be provided to the City
    a. Monthly reports of the number of residents served and tonnage of waste (by category) received shall be submitted to the City by the 10th of the following month.
    b. A copy of the log of customers served; the log shall contain the customer name, address, date, time and type of waste being disposed of.

2. Hours of Operation: (Minimum requirement)
    a. Must have facility open at least four (4) hours on Saturday's
    b. Must be open five (5) days per week (the required partial Saturday may be counted as one (1) day)
        i. Vendor shall provide as part of their bid, their proposed operating schedule.
        ii. Vendor shall be open on the days established, unless a designated holiday falls on one of those days. If the holiday falls on a Monday, the transfer station may be closed the prior Saturday.
            1. Designated Holidays are defined as:
                a. New Year's Day
                b. Memorial Day
                c. Independence Day
                d. Labor Day
                e. Thanksgiving Day
                f. Christmas Day
        iii. Vendor to provide ample notice of closing of what would normally be a day to be open.
    c. Daily operating hours can be set by Vendor provided residents have at least six (6) hours per day, (4 hours on Saturday) between 0700 and 1800 (7:00 AM and 6:00 PM), available for delivery of residential waste.
        i. Vendor to provide as part of their bid, their proposed operating hours.

3. Validation of Residency:
    a. An authorized resident is defined as a City of Joplin resident that can produce, for validation, both a personal identification and documentation that they are a paying residential customer for trash services on a City of Joplin utility statement.
    b. Vendor shall be required to validate the customer is an authorized resident; the resident must provide a copy of their City of Joplin residential utility statement reflecting the "trash charge", along with a **second** form of identification and sign a log maintained by the Vendor.
    c. Commercial/Industrial businesses are not eligible for this service.

4. Method of Payment by Resident:
    a. Vendor should provide the residents with at least two (2) means of payment, i.e. cash, check, credit card, etc.

5. Distance to Transfer Station:
    a. Any transfer station within a ten (10) mile radius of the intersection of 6th and Main in Joplin, Missouri shall be invited to submit a bid.

6. Payment to Vendor:
    a. The City shall pay an amount equal to one-half (1/2) of the quoted price on the bid proposal form; the Resident shall be responsible for the remaining one-half (1/2) of the quoted price and shall be collected by the successful vendor.

    b. The successful Vendor shall submit an invoice by the 10th of the month following the month services have been provided and payment shall be made within fifteen (15) business days.

7. Term:
    a. The term of this agreement shall be for a period of three (3) years, with an option for two (2) additional one (1) year extensions at the discretion of the City.

8. Prohibited Waste:
    a. The City of Joplin will not participate in subsidizing the cost of disposing of the following items:
        1) Leaves or Grass Clippings
        2) Commercial Waste
        3) Any Hazardous Waste
        4) Tires from Commercial, Construction or Industrial equipment
        5) Any Waste the Transfer Station is prohibited from accepting in accordance with their State operating permit
        6) Batteries

9. Basis for determining lowest and best bid:
    a. The City shall use the following methodology to establish the best and lowest bid:

Bulky Items:

Annual # of Loads*		
500 Loads	In car or pick-up truck X Unit Price/load	= $Sub-Total
500 Loads	On Trailer less than 8-ft in Length X Unit Price/load	= $Sub-Total
500 Loads	On Trailer 8-ft or more in Length X Unit Price/load	= $Sub-Total
100 Tires	100 X Unit Price/tire	= $Sub-Total

Limb & Brush Disposal:

Annual # of Loads*		
75 Loads	In car or pick-up truck X Unit Price/load	= $Sub-Total
75 Loads	On Trailer less than 8-ft in Length X Unit Price/load	= $Sub-Total
75 Loads	On Trailer 8-ft or more in Length X Unit Price/load	= $Sub-Total
		$Total Cost

$ Total Cost / 2 = estimated amount to be paid by City of Joplin = Lowest and Best Bid

***The Annual # of Loads used to calculate the estimated Total Cost, shall not be considered as a representation or a guarantee of the number of loads or quantity of materials to be delivered to the transfer station.**

CITY OF JOPLIN
BID FORM – PROPOSAL
IFB #200-2016

SUBMITTED BY_____
(Company Name)

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Joplin, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

This Bid will result in the City of Joplin paying to the lowest responsible bidder an amount equal to one-half (1/2) of the quoted prices on this Bid Form, provided all required documentation is submitted with the invoice.

Bulky Item Disposal:

(1) Price per load up to 2000 pounds in a car or pick-up truck: $_____/per load*

(2) Price per load up to 2000 pounds for a trailer less than 8-ft in length: $_____/per load*

(3) Price per load up to 2000 pounds for a trailer 8-ft or more in length: $_____/per load*

(4) Tires – with a limit of 5 per vehicle per trip: $_____/tire*

Limb and Brush Disposal (exclusive of leaves and grass clippings):

(1) For a pick-up truck or car with up to 2,000 pounds of limbs and/or brush: $_____/per load*

(2) For a trailer less than eight (8) feet in length up to 2,000 pounds: $_____/per load*

(3) For a trailer eight (8) feet or more in length up to 2,000 pounds: $_____/per load*

THE CITY WILL NOT PARTICIPATE IN ANY PAYMENT OF A LOAD WEIGHING MORE THAN 2000 POUNDS (NET) – SUCH LOADS SHALL BE CONSIDERED COMMERCIAL LOADS AND NOT A PART OF THE CONTRACT RESULTING FROM THIS INVITATION FOR BIDS.

***Unit Prices shall be permitted to escalate no more than 1% per year for the Term of the contract**

RETURN THIS PAGE

Proposed Operating Schedule:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday**
Operating Hours	_____	_____	_____	_____	_____	_____	_____

**Minimum of 4-hours

RETURN THIS PAGE

AFFIDAVIT OF COMPLIANCE
IFB #200-2016

To be submitted with Vendor's Bid

_____We DO NOT take exception to the IFB Documents/Requirements.
_____We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows: _____

Company Name _____

By_____
Authorized Person's Signature

_____
Print or type name and title of signer

Company Address_____

_____

_____

Telephone Number_____

Fax Number_____

Date_____

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Email_____

Federal Tax ID No._____

RETURN THIS PAGE

CITY OF JOPLIN
STATEMENT OF "NO BID"
IFB #200-2016

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #000-2016** FOR **DESCRIPTION** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE 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: _____

REPUBLIC SERVICES

We'll handle it from here.

March 9, 2016

City of Joplin
Attn: Director of Public Works
602 S. Main
Joplin, MO 64801

Dear Nick,

Allied Services, LLC, d.b.a. Republic Services of Galena wishes to thank the City of Joplin for the opportunity to respond to Bid #200-2016. It would be our privilege to continue serving the residents of Joplin, with inherent responsibility for continued innovation in the vital aspects of solid waste and recycling management in a cost effective and environmentally responsible manner at the transfer station. Republic Services has provided the City of Joplin residents with this service for over the past ten years. Republic Services has learned how to best meet the specific needs of the City of Joplin residents and based on this experience over the years developed an infrastructure that will allow us to continue providing the City of Joplin superior service at the transfer station.

Republic Services of Galena accepts and will exceed all of the specifications except those outlined on the exception page for the City of Joplin Bid #200-2016 .

Republic Services, our parent company, is headquartered in Phoenix, Arizona, and is the second largest publicly held solid waste and recycling provider in the United States. The size and experience of RSG, combined with our commitment to excellence in safety, customer service and environmental stewardship stands behind the bid outlined.

The Republic Service management team is ready to answer any questions you may have regarding the bid in the following documents. Again, we thank you for the opportunity to submit our bid and look forward to a continued successful and rewarding relationship with the City of Joplin.

Best regards,

Jennifer Fagan
Municipal Manager
Republic Services of Galena

CITY OF JOPLIN
BID FORM – PROPOSAL
IFB #200-2016

SUBMITTED BY Allied Services, LLC D/B/A Republic Services of Galena
(Company Name)

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Joplin, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

This Bid will result in the City of Joplin paying to the lowest responsible bidder an amount equal to one-half (1/2) of the quoted prices on this Bid Form, provided all required documentation is submitted with the invoice.

Bulky Item Disposal:

(1) Price per load up to 2000 pounds in a car or pick-up truck: $20.00 /per load*

(2) Price per load up to 2000 pounds for a trailer less than 8-ft in length: $20.00 /per load*

(3) Price per load up to 2000 pounds for a trailer 8-ft or more in length: $26.00 /per load*

(4) Tires – with a limit of 5 per vehicle per trip: $9.00 /tire*

Limb and Brush Disposal (exclusive of leaves and grass clippings):

(1) For a pick-up truck or car with up to 2,000 pounds of limbs and/or brush: $34.00 /per load*

(2) For a trailer less than eight (8) feet in length up to 2,000 pounds: $34.00 /per load*

(3) For a trailer eight (8) feet or more in length up to 2,000 pounds: $48.00 /per load*

THE CITY WILL NOT PARTICIPATE IN ANY PAYMENT OF A LOAD WEIGHING MORE THAN 2000 POUNDS (NET) – SUCH LOADS SHALL BE CONSIDERED COMMERCIAL LOADS AND NOT A PART OF THE CONTRACT RESULTING FROM THIS INVITATION FOR BIDS.

***Unit Prices shall be permitted to escalate no more than 1% per year for the Term of the contract**

RETURN THIS PAGE

AFFIDAVIT OF COMPLIANCE
IFB #200-2016

To be submitted with Vendor's Bid

X We DO NOT take exception to the IFB Documents/Requirements.
____ We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows: _____

Company Name Allied Services LLC. DBA Republic Services of Galena

By [signature]
Authorized Person's Signature

Pete Forst
Print or type name and title of signer

Company Address 1715 E. Front St
Galena, KS

Telephone Number 417-437-5019

Fax Number _____

Date 3-15-16

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. ___
Addendum No. ___
Addendum No. ___
Addendum No. ___
Addendum No. ___

Email pforst@republicservices.com

Federal Tax ID No. 86-0897719

RETURN THIS PAGE

AFFIDAVIT OF COMPLIANCE
IFB #200-2016

To be submitted with Vendor's Bid

____We DO NOT take exception to the IFB Documents/Requirements.
__X__We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows:

See exception page

DBA Republic Services of Galena

Company Name Allied Services, LLC

By _____
Authorized Person's Signature

Pete Forst
Print or type name and title of signer

Company Address 1715 E. Front St
Galena, KS

Telephone Number 4174375019

Fax Number _____

Date 3/8/16

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Email Pforst@republicservices.com

Federal Tax ID No. 86-0897719

RETURN THIS PAGE

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL TO PROVIDE DISPOSAL SERVICES OF BULKY WASTE, CONSTRUCTION & DEMOLITION DEBRIS, AND BRUSH AND TREE LIMBS UNDER BID #200-2016 FOR THE CITY OF JOPLIN IN THE STATE OF MISSOURI

The undersigned, Secretary of **ALLIED SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE LANDFILL HOLDINGS, INC.**, a Delaware corporation, the managing member of the Company (the "Managing Member") by written consent of the Managing Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **PETER FORST** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 24th day of February, 2016.



Eileen B. Schuler, Secretary

STATE OF MISSOURI

Jason Kander
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JASON KANDER, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

ALLIED SERVICES, LLC

using in Missouri the name

ALLIED SERVICES, LLC
FL0016142

a DELAWARE entity was created under the laws of this State on the 20th day of November, 1997, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 24th day of February, 2016.

Jason Kander
Secretary of State

Certification Number: CERT-02242016-0038

STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
KRIS W. KOBACH

I, KRIS W. KOBACH, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 2963965

Entity Name: ALLIED SERVICES, LLC

Entity Type: FOR: LTD LIABILITY COMPANY

State of Organization: DE

Resident Agent: THE CORPORATION COMPANY, INC.

Registered Office: 112 SW 7TH STREET SUITE 3C, TOPEKA, KS 66603

was filed in this office on December 28, 2000, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.

In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of February 24, 2016

Kris W. Kobach

KRIS W. KOBACH
SECRETARY OF STATE

Certificate ID: 764748 - To verify the validity of this certificate please visit https://www.kansas.gov/bess/flow/validate and enter the certificate ID number.

Proposed Operating Schedule:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday**
Operating Hours	—	8-2:30	8-2:30	8-2:30	8-2:30	—	8-12

**Minimum of 4-hours

* Lunch we will close 11:30 – 12:00 M, Tu, Wed + Thursday

RETURN THIS PAGE

EXCEPTIONS:

1. **Section 2, Page 5:** The Bid is silent on Republic's right on termination. We recommend that Republic be allowed to terminate the Contract upon Customer's breach after Customer has the opportunity to cure that breach within a certain number of days.

2. **Section 4, Page 5:** We recommend that no material provided by Customer for disposal or collection shall be considered as Confidential Information.

   Further, nothing in this Contract shall prevent Republic from disclosing to others or using in any manner information which Republic can show:
   (a) Has been published and has become part of the public domain other than by acts, omissions or fault of Republic or its agents and employees;
   (b) Has been furnished or made known to Republic by third parties (other than those acting directly for or on behalf of Republic) as a matter of legal right without restrictions on its disclosure;
   (c) Was in a Republic's possession prior to the disclosure thereof by Customer to Republic; and/or
   (d) Is required by any applicable law to be disclosed to any governmental agency as part of the normal course of complying with the agency's rules or regulations.

3. **Section 2, Page 5:** We recommend that Republic should be given a cure period of at least five (5) business days following written notice by Customer to cure its breach before terminating the Contract as specified under this section. We recommend deleting Customer's right to terminate the Contract for convenience or without cause

4. **Section 3, Page 5:** We recommend that the consent should not be unreasonably withheld, delayed or modified by Customer and no consent is required for transfers to affiliates and/or in connection with the sale or purchase of a business.

5. **Acceptable Waste; Unacceptable Waste:** We recommend that Republic must have a right to reject any unacceptable/hazardous waste provided by any residential unit.

6. **Title to Waste:** We recommend that title to and liability for any hazardous/unacceptable waste must not pass to Republic at any time.

7. **Force Majeure:** We recommend that the Contract includes the concept of force majeure so that Republic's performance is excused for events outside its control and that unexpected occurrences such as severe weather conditions, strikes, labor disputes, change in laws, excess debris resulting from storm or other acts of God, etc. should qualify as events of Force Majeure.

COUNCIL BILL NO. 2016-113 ORDINANCE NO.

AN ORDINANCE accepting the bid of Allied Services, LLC d/b/a Republic Services of Galena to provide disposal services of bulky items, limbs/brush and tires at a local transfer station by Joplin residents; and dealing generally with the payment for those services; and containing and emergency clause.

WHEREAS, since April 1, 2004 the City of Joplin has managed a bulky items drop off program at an area transfer station for authorized Joplin residents through an agreement and said agreement expires on March 31, 2016; and

WHEREAS, the City of Joplin published an Invitation for Bids (IFB #200-2016) to provide disposal services of bulky items, limbs/brush and tires at a local transfer station on February 21, 2016, same being attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the City of Joplin received one responsive, sealed Bid on March 10, 2016 for transfer station drop off service from Allied Services, LLC d/b/a Republic Services of Galena; and

WHEREAS, the City of Joplin desires to continue the bulky items drop off service subsidy at a local transfer station with Allied Services, LLC d/b/a Republic Services of Galena, with a start date of April 1, 2016; and

WHEREAS, the City's FY2015-2016 budget provides for "City Wide Cleanup Program" in the Solid Waste Management Fund, and the FY2016-2017 budget will provide for same,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. The City of Joplin hereby accepts the bid of Allied Services, LLC d/b/a Republic Services of Galena to provide disposal services of bulky items, limbs/brush and tires at their transfer station located in Galena, Kansas and, the same being attached hereto and is incorporated herein as "Exhibit B."

Section 2. The City of Joplin shall be responsible for paying one-half of the bid price(s) for the disposal of certain waste delivered to the transfer station by the residents of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (1) of the Joplin City Charter, in that said ordinance provides for the protection and preservation of the public health of the community by ensuring the uninterrupted disposal of bulky items, limbs/brush, and tires thereby minimizing the proliferation of vermin and unsanitary conditions within the community.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day of

_____, 2016, by a _____vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney