NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO: TRANSFER STATION RFP: #103-2021

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for an exclusive franchise for the use of a transfer station by authorized residents of the City of Joplin for disposal services of bulky waste, limited quantities of construction/demolition debris and brush and tree limbs. 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.

RFP Due Date: 3:00 P.M., CDST, Wednesday, February 10, 2021

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

Owner Representative: Lynden Lawson **Email: llawson**@joplinmo.org

Phone: 417-624-0820, ext. 506 **Fax:** 417-625-4738

The complete Request for Proposal document can be secured by contacting the owner representative listed above or by visiting the city website at https://www.joplinmo.org/ .

A MANDATORY pre-proposal meeting shall be held on February 3, 2021 at 3:00 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.

January 22, 2021 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, 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 meeting is scheduled for **3:00 PM, CDST, February 3, 2021 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: Assistant Director of Public Works Operations

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: _____
"Transfer Station RFP: #103-2021"

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.

8. **BID PROTESTS**

A. Any actual or prospective bidder, offeror, 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 protester 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. **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.

B. **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, 2021**. 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.

C. **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.

D. **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.

E. 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.

F. 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.

G. 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*

H. 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.

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 transfer station service within 10 miles of current corporate limits.

1.2 BACKGROUND: The City has an existing transfer station agreement that is scheduled to terminate on March 31, 2021. The City desires to offer its citizens a continuation of existing transfer station services.

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

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 for at least four (4) hours on Saturdays.
    b. Must be open for five (5) days per week. The required partial Saturday may be counted as one (1) day.
        i. Vendor must provide their proposed operating schedule as part of their bid.
        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/Indigenous People's day
                f. Christmas Day
        iii. Vendor must provide 24-hour notice to the city designee if closing on a regularly scheduled open day due to inclement weather, emergency, or other valid reason.
    c. Daily operating hours proposed by Vendor must ensure residents have at least six (6) consecutive hours per day, (4 hours on Saturday) between 7:00 AM and 6:00 PM available.

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. Vendor should provide a transfer station within a ten (10) mile radius of the Joplin city limits.

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:
        i. Leaves or Grass Clippings
        ii. Commercial Waste
        iii. Any Hazardous Waste
        iv. Tires from Commercial, Construction or Industrial equipment
        v. Any Waste the Transfer Station is prohibited from accepting in accordance with their State operating permit
        vi. Batteries

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:

January 22, 2021 ……..…….. Publish Request for Proposal
3:00 PM CDST, Wednesday, February 3, 2021 …….. Mandatory Pre-Proposal Meeting
3:00 PM CDST, Wednesday, February 10, 2021 …….. Proposals due
March 1, 2021 ……. Agreement to City Council
March 10, 2021 …….. Notice to Award issued to Company
April 1, 2021 ……..... Service begins

2.0 TERMS OF PROPOSAL

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

2.2 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.

2.3 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. Location of Transfer Station

b. Evidence that the Proponent is in good standing under the City's ordinances and the laws of the State in which the transfer station is located. 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.

c. 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.

d. 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.

e. 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.

f. Documentation of any and all of the proponent's previous, pending or existing litigation.

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 regarding 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 Execution of Agreement: It is anticipated the selection of a firm will be completed by March 10, 2021. The successful proposer shall, within sixty (60) 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 FORMAT AND CONTENT OF PROPOSAL

3.1 **Format:** Two (2) printed copies and one (1) electronic copy should be submitted. Each printed proposal shall be prepared on standard recycled 8.5 x 11 letter size paper. The electronic copy shall be submitted on a CD-ROM or thumb drive in a PDF format or compatible with "Microsoft" and all spreadsheets and related information shall be compatible with "Microsoft". 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 shown below:

"Transfer Station RFP: #103-2021"

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

3.2 **Content:** Proposals must include below information:

A. QUALIFICATIONS

1. **Background**: 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. **Description** of the firm's current staffing for the transfer station, 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 and a public number for the transfer station.

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.

   a) Provide a description of how you will communicate with city employees regarding the transfer station, including notification of changes in service, complaint response, etc.

b) 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.

c) The City desires to pursue a multi-year agreement with the selected Proponent. Proponents shall provide a cost proposal for a three (3) year contract that provides the City with the best overall responsive, responsible and lowest cost to the City of Joplin and its citizens.

C. OFFER AND SCHEDULE OF FEES AND EXPENSES (FORM A)

1. Please return FORM A – OFFER AND SCHEUDLE OF FEES AND EXPENSES (page #15) as part of your proposal.

2. Prices provided shall be permitted to escalate no more than 2% per year for the Term of the contract.

D. AFFIDAVIT OF COMPLIANCE (FORM B & C)

1. Please return FORM B – AFFIDAVIT OF COMPLIANCE (page #16) and notarized FORM C—AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 (page #17) as part of your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on the applicable form. Any amendments to the RFP shall be acknowledged on the applicable form.

E. E-VERIFY (FORM D)

1. Please return FORM D – E-VERIFY (page #18) as part of your proposal.

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

4.0 PROPOSAL EVALUATION PROCESS

4.1 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.

4.2 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.

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

4.4 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.

4.5 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.

4.6 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.

4.7 **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. Proposals which are responsive to this Request for Proposal will be evaluated using 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.**

4.8 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 (4.8.1) 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).

4.8.1 Any questions relative to interpretation of specifications or the proposal process shall be addressed to the Assistant Director of Public Works Operations 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.

4.8.2 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.

RETURN THIS PAGE

FORM A
OFFER AND SCHEDULE OF FEES AND EXPENSES
RFP #103-2021

SUBMITTED BY _____
(Company Name)

ITEM ONE: **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*

ITEM TWO: Limb and Brush Disposal

(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*

1) 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 this contract.

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

RETURN THIS PAGE

RETURN THIS PAGE

FORM B
AFFIDAVIT OF COMPLIANCE
RFP #103-2021

_____ 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._____

RETURN THIS PAGE

RETURN THIS PAGE

FORM C
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: _____

RETURN THIS PAGE

RETURN THIS PAGE

FORM D



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

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