



CITY OF GRAIN VALLEY

711 MAIN ST.
GRAIN VALLEY, MO 64029
816-847-6200 Phone 816-847-6206 Fax

**2021 REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING
REMOVAL
RFP #2021-03**

The City of Grain Valley is seeking a qualified contractor to provide solid waste removal at municipal facilities and will accept sealed proposals from qualified persons, contractors or firms interested in providing the following:

**THREE (3) SIGNED UNBOUND PROPOSALS
MUST BE RECEIVED BY:
3:00 P.M. August 25, 2021**

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL GRAIN VALLEY SOLID WASTE AND RECYCLING REMOVAL" AND SEND IT TO:

**City of Grain Valley
Attention: Ken Murphy, City Administrator
711 Main St.
Grain Valley, Missouri 64029
816-847-6291**

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City. The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is REQUIRED to complete, sign and return this form with their submittal.**

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

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General Conditions

PART 1

SCOPE OF WORK

1. **General Requirements:** The contractor shall provide a sealed bid for solid waste and recycling removal for all public facilities.

1.1 Services provided by the contractor shall include, but may not be limited to:

- 1.1.1 Providing containers for trash and recycling, including locking containers when so requested;
- 1.1.2 Providing any required service on containers;
- 1.1.3 Making all necessary pick-ups;
- 1.1.4 Cleaning all areas after each pick-up;
- 1.1.5 Maintaining the confidentiality of materials placed in containers from the time of pick-up to final disposition;
- 1.1.6 Cleaning and painting containers; and
- 1.1.7 Providing all other services required for complete trash and recycling removal & disposal.

1.2 The contractor shall provide all required services to the sole satisfaction of the City of Grain Valley.

2. **Container Requirements:**

2.1 The City of Grain Valley estimates, but cannot guarantee, that the following numbers and sizes of containers will be required at the locations specified:

Location	Size	Frequency
Community Center (713 Main St)	6 yd. (Trash)	1X week – October-May 2X week – June-September
Facilities Maintenance (405 James Rollo Dr)	(2)6 yd. (Trash)	1X week – September-March 2X week – April-August
Facilities Maintenance (405 James Rollo Dr)	(1)8 yd. (Recycling)	1X week – September-March 2X week- April-August
Monkey Mtn. Sports Complex (35007 E M AA Hwy)	6 yd. (Trash)	1X week – April-October

As needed quantities given are estimated only and actual usage may be more or less depending upon demand and will be requested on an as-needed if-needed basis.

2.2 The City of Grain Valley reserves the right to require the contractor to redistribute, remove and/or add containers as deemed necessary.

- 2.3 All trash and recycling containers provided by the contractor must be of metal construction, equipped for ease of horizontal movement, equipped with lids (unless otherwise specified), fire-proof, rodent-proof, and leak-proof.
 - 2.4 The contractor must clean, maintain, and paint all such containers as necessary.
 - 2.5 The City of Grain Valley reserves the right to reject and require replacement of any container, which does not comply with the above requirements.
3. Cleanliness of Container Areas:
- 3.1 The contractor must consistently maintain a clean area around all containers. As part of each pick-up, the contractor must remove any waste inadvertently spilled from containers or spilled in the process of emptying containers.
 - 3.2 The contractor must pick up extra trash or recycling that is boxed or bagged and placed adjacent to containers at no additional cost. If this occurs frequently at a given location, the contractor should notify the City that a larger capacity container is required at that location.
4. Time, Frequency, and Sequence of Pick-Ups:
- 4.1 The contractor must complete all pick-ups between 8:00 a.m. and 4:30 p.m.
 - 4.2 The contractor must pick up containers at the aforementioned locations Monday through Friday.
 - 4.3 Within thirty (30) days following award of a contract, the contractor must provide to the City of Grain Valley an accurate listing showing the contractor's pick-up sequence.
5. Call Back: The contractor understands and agrees that all containers must be emptied at each scheduled pick-up as specified herein. If any containers are missed, the contractor must return immediately upon notification by the City to empty missed containers at no additional cost.
6. Additional Pick-Ups: In the event that an unusually large amount of trash or recycling accumulates on a given day, the contractor must make additional pick-ups when so requested within a time frame acceptable to the City.
7. Invoicing and Reporting Requirements:
- 7.1 The contractor must submit itemized invoices to the City of Grain Valley on a calendar month basis. Invoices must be submitted to accounts payable showing each location picked up separately.
8. Investigation of Conditions: Before submitting a bid, bidders should carefully examine the site of the work, and fully inform themselves to the conditions of the equipment and limitations. The Contractor must use such methods and means to carry out his work so as to cause minimal interruption or interference with City business. To schedule a time, contact Ken Murphy at 816-847-6291 to make arrangements.

PRICING PAGE

1. The bidder must state a firm, fixed price per month for each of the following to provide trash and recycling removal & disposal services, in accordance with the requirements, terms and conditions of this Request for Bid.

	<u>Location</u>	<u>Required Pick-Ups</u>	<u>Firm, Fixed Price</u>
1a)	Community Center	1X week (Oct-May)	\$_____ per month
	Trash	2X week (Jun -Sep)	\$_____ per month
1b)	Facilities Maintenance	1X week (Sep-Mar)	\$_____ per month
	Trash	2X week (Apr-Aug)	\$_____ per month
1c)	Facilities Maintenance	1X week (Sep-Mar)	\$_____ per month
	Recycling	2X week (Apr-Aug)	\$_____ per month
1d)	Monkey Mtn. Sports Comp	1X week (Apr-Oct)	\$_____ per month
	Trash		

2. The bidder must state a firm, fixed price per pick-up for additional pick-ups which may be required as specified herein.

- 2a) Community Center (Trash) \$_____ per pick-up
- 2b) Facilities Maintenance (Trash) \$_____ per pick-up
- 2c) Facilities Maintenance (Recycle) \$_____ per pick-up
- 2d) Monkey Mtn. Sports Comp (Trash) \$_____ per pick-up

The above pricing information is hereby provided in accordance with the terms and conditions of this Request for Bid.

SIGNATURE AND IDENTITY OF BIDDER: The undersigned states that the correct **LEGAL NAME** and **ADDRESS** of (1) the individual bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the bidder or bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a (check one):

- sole individual partnership joint venture
- corporation, incorporated under laws of State of Missouri

Respectfully submitted,

Signed _____ Title _____ Date _____

CONTACT PERSON FOR BID:

Printed Name _____

Email _____ Phone (____) _____

Address _____

PART II
INSTRUCTIONS TO RESPONDENTS

1. FIRM (BIDDER) INFORMATION

- Complete all applicable forms (see forms 1-3).

2. LICENSE/PERMIT REQUIREMENTS

- The awarded individual or firm shall obtain a City of Grain Valley Occupational License within fifteen (15) calendar days of the date of the notification of award.
- The awarded individual or firm shall obtain any City of Grain Valley permits applicable to the work.

3. INSURANCE REQUIREMENT

Insurance Certificates evidencing the coverage described below shall be included in the proposal.

- **Worker’s Compensation Insurance** with statutory limits of not less than \$1,000,000 per accident.
- **Commercial General Liability Insurance** with a combined single limit of \$1,000,000 per occurrence. Successful bidder shall add the City of Grain Valley as an “additional insured” on a standard Commercial General Liability Policy during the course of construction.
- **Business Automobile Liability Insurance** with a combined single limit of not less than \$1,000,000 per occurrence.

4. REFERENCES

Please refer to Form No. 2 for experience and references.

5. BIDDER’S INSPECTION

All bidders are responsible for thoroughly examining the job site, any specifications, utility maps, and the existence of all materials hazardous or otherwise. They are responsible for knowledge of all existing conditions and limitations that may have an effect on the job. Bidder’s price shall include a sufficient sum to cover all items that are required or implied for a complete project. Errors, omissions or discrepancies shall be called to the attention of the City and clarified at least five (5) days prior to the submission of bids. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of the work necessary for the satisfactory completion of the job.

6. FEE SCHEDULE

Each bidder shall complete a “Price Sheet” as found in **PART 1**.

7. ADDENDA – (IF APPLICABLE)

8. CRITERIA FOR SELECTION

An evaluation team composed of City staff will review the proposals. All bids that contain all of the required documents and information and are received prior to the deadline date and time will be fully considered and rated by the evaluation team based on the following criteria:

- Qualifications and Experience of Personnel
- Fee
- Client References

9. ACCEPTANCE AND NOTIFICATION

Following approval by the Board of Aldermen of the City of Grain Valley, the City will notify the successful bidder of award and be requested to furnish the appropriate insurance certifications no later than fifteen (15) calendar days after the notice of award. Failure to comply with this requirement may be cause for cancellation of the award.

After the City receives and approves all required insurance and documentation, the City and successful bidder will execute the contract.

10. DEFINED TERMS

- The term “City” means the City of Grain Valley.
- The term “Bidder” means the one who submits a Bid directly to the City also considered the firm, persons, or respondent.
- The term “Successful Bidder” means the lowest, most qualified, responsible, and responsive Bidder to whom the City shall make an award of the Contract.
- The term “Single Proposal” includes this entire document with all forms, instructions, conditions, and supplemental documents required by bidder.

EXHIBIT "A" NON-COLLUSION CERTIFICATION

STATE OF MISSOURI

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he is

Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

Notary Public

My Commission Expires _____

FORM NO. 1: FIRM PROFILE

1. Company Name and Address:
 - 1a. Firm / Provider is: National Regional Local
 - 1b. Year Firm / Provider Established:
 - 1c. Years of Experience providing services:
 - 1d. Licensed to do business in the State of Missouri: Yes No
 - 1e. Name, title, telephone number and email address of Principal to contact:
 - 1f. Address of office to perform work, if different from Item No. 1:
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project:
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
 - 3a. Has this Joint Venture previously worked together? Yes No

FORM NO. 2: EXPERIENCE / REFERENCES

Work by Firm/ Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

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

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

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

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

Firms / Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project and applicable certifications that personnel hold:

FORM NO. 3: PROPOSAL CHECKLIST

- _____ Signed Proposal
- _____ Evidence of required licenses and certificates
- _____ Evidence of Insurance
- _____ Form No. 1
- _____ Form No. 2
- _____ Form No. 3
- _____ Signed Non-Collusion Certification
- _____ Signed Fee Schedule
- _____ Addendum (if applicable)

**PART III
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Grain Valley, MO**

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Grain Valley within this document, shall govern the submission of proposals and subsequent contracts. The City of Grain Valley reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm, bidder or corporation who submits a formal sealed proposal.
 - c. The term "City" means City of Grain Valley, MO.
 - d. The term "Board of Aldermen" means the governing body of the City of Grain Valley, MO.
 - e. The term "contractor" means the respondent awarded a contract under this proposal.
3. **COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the City of Grain Valley, 711 Main Street Grain Valley, MO 64029, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project.

All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF PROPOSAL:** Proposals are to be sealed and submitted to the City of Grain Valley, 711 Main Street Grain Valley, MO 64029, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.
8. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall not be considered.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. **BONDS:**

When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.
11. **TERMINATION:** Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
 - (a) **TERMINATION FOR CONVENIENCE**

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - (b) **TERMINATION FOR CAUSE**

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. HOLD HARMLESS: The contractor shall agree to protect defend, indemnify, and hold the Board of Aldermen, City of Grain Valley, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
18. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
19. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
20. DOMESTIC PRODUCTS
The City of Grain Valley has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States. (City of Grain Valley Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
21. CONFLICTS: No salaried officer or employee of the City, and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. 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.
22. DEBARMENT: By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

Para 17 Revised by Legal 1-4-96
Para 21 Revised by Legal 10-31-03
Para 20 Added by Legal 8/02