



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #006-2011**

THIS IS NOT AN ORDER

RETURN

TO: Jason Finke, CPPO, Senior Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: July 27, 2010
Buyer's Email: jfinke@springfieldmo.gov
Telephone Number: 417-864-1624
Fax Number: 417-864-1927
DUE DATE: August 10, 2010

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON TUESDAY, AUGUST 10, 2010**. Bids will be opened by the buyer 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 materials and/or services described herein. Please submit your prices/fees net of all discounts.

DESCRIPTION

SOLID WASTE CONTAINERS AND COLLECTION SERVICE

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

DELIVERY: F.O.B. DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

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 Division of Purchases 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 Division of Purchases not later than three (3) days prior to the bid opening date.

**CITY OF SPRINGFIELD
INSTRUCTION TO BIDDERS**

01. Opening Location

The Bids will be opened at the City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing 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 Division of Purchases 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 Division of Purchases 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 Division of Purchases 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 Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

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 Division of Purchases in writing or through email. The Division of Purchases 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 Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at: www.springfieldmo.gov/egov/finance/bid_center.html

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 Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations 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 Purchasing Agent.

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. Ethical Standards

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the Division of Purchases.

15. 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.

16. 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.

17. Liability and Indemnity

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

18. 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 Purchasing Agent.

19. 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.

20. 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.

21. 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.

22. 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. In case of error of extension of prices in the Bid, the unit price shall govern.

23. Prices Bid

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). 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. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

24. Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

25. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

26. Deviations to Specifications and Requirements

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. 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 accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. Samples (if required)

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

28. Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

29. Quality Terms

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

30. Tax-Exempt

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

31. Awards

- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

- b. *As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*
- c. *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.*

32. Authorized Product Representation

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

33. Regulations

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

34. 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.

35. Royalties and Patents

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.

36. Equal Employment Opportunity Clause

The City of Springfield, 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.

37. Bid Tabulation

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

38. 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.

39. Additional Purchases by Other Public Agencies

The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

40. Order of Precedence

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

41. 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 Springfield 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.

42. Inspection and Acceptance

No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

**CITY OF SPRINGFIELD
INVITATION FOR BID #006-2011
INSTRUCTIONS TO BIDDERS**

1. **SITE INVESTIGATION:** The Bidder is strongly encouraged to visit the various sites and thoroughly review the entire Invitation For Bid including these Instructions, the Scope of Work, and the Special Provisions. A list of anticipated locations are provided following the Scope of Work.
2. **BID BOND:** A bid security equivalent to five (5%) percent of the bid price will be required from each Bidder. The “bid security” shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying the bid as assurance that the Bidder will, upon acceptance of this bid, execute such contractual documents as may be required within the time specified; said Bidder’s bond or check to be paid unconditionally to the City of Springfield, Missouri.
3. **PERFORMANCE BOND & LABOR AND MATERIALS PAYMENT BOND:** If the amount of the contract exceeds \$25,000.00, a Performance Bond and a Labor and Materials Payment Bond for the full amount of the contract is required; such bonds shall be on the City’s Standard Bond forms attached hereto and a part hereof.
4. **PAYMENT:** The Bidder shall clearly state its prompt payment discount and net payment terms in the space provided on the City’s Bid Form - Proposal page. If this section is not completed, the City will assume terms are net 30 days.
5. **AWARD CRITERIA:** In making an award, the City will evaluate the bids based on, but not limited to, the following criteria.
 - 5.1 **Experience and Qualifications:** Demonstrated experience and expertise of the Bidder and its staff in providing service of a similar nature and comparable to the City.
 - 5.2 **Capability and Resources:** The capability of the Bidder to provide the necessary resources to accomplish the Scope of Work. Such resources to be considered shall include personnel, equipment, financial resources, and facilities.
 - 5.3 **Past Performance:** Work experience in the collection and disposal of solid waste for organizations similar to the City of Springfield.
 - 5.4 **Cost:** Cost will be computed on the basis of the locations, size, and number of containers, and frequency of collection as specified in the “Anticipated Locations” list. On temporary and roll-off containers the City will assume one delivery and pickup each month for each size of roll-off and temporary container.
6. **INQUIRIES:** Questions regarding the Invitation For Bid shall be directed to the buyer, **Jason Finke, at 417-864-1624.**

**CITY OF SPRINGFIELD
INVITATION FOR BID #006-2011
SCOPE OF WORK**

1. **PURPOSE:** The Contractor shall **furnish and deliver solid waste container with lids** in sizes as required by the City to various locations as determined from time to time by the City. The Contractor shall **collect solid waste containers and dispose of the waste** on a schedule as determined by the City. Lockable containers may be required at locations to be determined.
2. **GENERAL:** The Contractor shall furnish at its own expense, all labor, vehicles, equipment, tools, fuel, facilities, and any other item necessary to accomplish the work required under the contract.
3. **LOCATIONS BY GROUP:** Bidder is encouraged to bid on **one, some, or all of groups:** Group A, Group B, Group C, Group D, Group E, Group F, and Group G. The bidder should bid on each group in its entirety.
 - 3.1 **GROUP A--TERM LOCATIONS - DUMPSTERS:** Those locations at which the container is left for 30 days or longer. Group A prices include all costs including Landfill fees.
 - 3.2 **GROUP B--TERM LOCATIONS – ROLL-OFFS:** Those locations at which the container is left for 30 days or longer. Group B prices include all costs including Landfill fees.
 - 3.3 **GROUP C—TEMPORARY LOCATIONS - DUMPSTERS:** Those locations at which the container is left less than 30 days. Group C prices include all costs including Landfill fees.
 - 3.4 **GROUP D —TEMPORARY LOCATIONS - ROLL-OFFS:** Those locations at which the large containers are usually left for less than 30 days but which may be left longer. Group D prices **do not include City Landfill fees** which will be billed in addition to the Group D prices. A copy of the actual Landfill invoice shall be submitted to the City with each invoice for Group D items.
 - 3.5 **GROUP E--RECYCLING LOCATIONS:** Those locations at which the containers will contain only separated items to be recycled such as, but not limited to: mixed paper, newspaper, plastics, and cardboard. Group E prices **do not include City Landfill fees**. The Contractor will deliver contents to a recycling center as directed or approved by the City in writing.
 - 3.6 **GROUP F--YARDWASTE LOCATIONS:** Those locations at which the containers will be used for yard waste and shall be disposed of at the City of Springfield’s Yardwaste Recycling Center. See Scope of Work, Paragraphs 12 and 13.
4. **REVISIONS:** The City may add, delete, or revise locations, number and size of containers or frequency of collection as required and when required.
5. All containers shall be maintained in a neat and clean condition including painting as necessary. All containers and vehicles shall be identified with the Contractor’s name and address.
6. The Contractor shall take necessary measures to prevent scattering of debris over the area in which the containers are located.
7. The Contractor shall comply with all City, State, and Federal rules, regulations, and laws. All solid waste shall be disposed of only at processing facilities or disposal areas approved by the City.

8. The Contractor shall deliver solid waste under *Group E*, which is intended for recycling, to one or more recycling centers, as directed by the City, within the Springfield Metropolitan Area. **The Contractor shall provide the City each month with its billing for service or invoice for tonnage/volume for verification of payment. A written report regarding which materials have been disposed of at recycling centers or other disposal sites along with the respective recycling centers or other sites utilized.**
9. **WRITTEN REPORT:** The Contractor shall provide a written report with its monthly billing for *Group E and Group F* items showing quantities collected by individual type of material at each specific site. The report should be sent to: Public Works, Solid Waste Management, 290-A E. Central (65802), P O Box 8368 (65801), Springfield MO 65801.
10. The City may have several locations (estimated up to twelve [12]) with several containers (estimated up to thirteen [13]) under *Group E*. The containers shall be identified by the separated material. These materials include, but are not limited to: mixed paper, newspaper, plastic milk jugs, green glass, brown glass, clear glass, tin, aluminum, HPDE plastic, and cardboard.
11. The City may, at its option, and from time to time, require one or more *Stationary Packers with 40 Yard Enclosed Container under Group F*.
12. All materials collected under *Group F* shall be delivered to the City of Springfield's Yardwaste Recycling Center or other location within the Springfield Area as may be directed by the City. The Contractor shall not be required to pay a tipping charge.
13. **CITY PERSONNEL:** The City will not provide any labor or equipment for the processing of materials except the City may provide limited labor under *Group F—Yard Waste* as the City deems appropriate.
14. **RESIDENTIAL LOCATIONS:** *Group G* services shall be provided at certain residential locations as directed by the City. The Contractors' regular schedule of pickup for residential service shall apply and the containers shall be as selected by the City from among the Contractor's standard residential containers.
15. **LOCATION OF PROJECTS:** A list of anticipated locations with size and number of containers and frequency of collection is attached hereto and incorporated herein. This list is an estimate only and actual services required may be revised by the City as necessary.

**CITY OF SPRINGFIELD
INVITATION FOR BID #006-2011
ANTICIPATED LOCATIONS**

Note: Actual locations and frequencies may vary.

A. City Buildings

<u>Location</u>	<u>Number/Size of Containers</u>	<u>Number of Pickups per week</u>	<u>Load Position</u>
Old City Hall, 830 Boonville	4 cu yd	3	Front
Busch Building, 840 Boonville	6 cu yd	3	Front
WIC Building, 290 E Central	4 cu yd	2	Front
Municipal Court, 625 N Benton	4 cu yd	2	Front
Police Department, 321 E Chestnut Exp	4 cu yd	2	Front
Police Firing Range, 4100 N Farmer	3 cu yd	1	Front
Fire Training Site, 4005 N Farmer	1 cu yd	Semi-monthly	Front
Police Department, 235 N Kimbrough	4 cu yd	1	Front
Fire Station #1, 720 E. Grand	4 cu yd	1	Front
Fire Station #2, 608 W Commercial	1 cu yd	1	Front
Fire Station #3, 205 N Patterson	2 cu yd	1	Rear
Fire Station #4, 2423 N Delaware	1 cu yd	1	Rear
Fire Station #5, 2750 W Kearney	1 cu yd	1	Front
Fire Station #7, 2129 E Sunshine	1 cu yd	1	Rear
Fire Station #8, 1405 S Scenic	4 cu yd	1	Rear
Burn Simulator (Fire Station #8) 2750 W Bennett	1 cu yd	As Needed	Front
Fire Station #9, 450 W Walnut Lawn	2 cu yd	1	Front
Fire Station #10, 2245 E Galloway	2 cu yd	1	Front
Fire Station #11, 4940 S Fremont	1 cu yd	1	Front
Fire Station #12, 2455 S Blackman Rd	2 cu yd	1	Front
PW Service Center Garage , 1111 W Chestnut Exp	6 cu yd	2	Front
PW Service Center Garage, 1111 W. Chestnut Exp	8 cu yd	2	Front
Signing, 915 N Franklin	4 cu yd	1	Front
Sign/Signal Shop, 1134 W Nichols	4 cu yd	1	Front
Hazelwood, 1642 E. Seminole	2 cu yd	1	Front
Immunization Clinic, 660 S. Scenic	1 cu yd	1	Rear
Health Dept./Harold Bengsch Bldg.	8 cu yd	1	Recycle
Southside Police/Fire Station #6, 2620 W. Battlefield	6 cu yd	2	Front
Sewer Operations, 1216 W. Nichols	8 cu yd	1	not known
NWTP, 4801 N. Highway 13	3 - 2 cu yd	1 emptied Tuesday and 1 emptied Friday each week. 3 rd is a spare emptied as needed.	
Solid Waste: 3020 S. Lone Pine	1 each 8 cu yd	1	not known
Solid Waste: 731 N. Franklin	1 each 8 cu yd	1	not known
Solid Waste: YRC	2 each 8 cu yd	1	Not known
Solid Waste: Household Collection Center	1 each 8 cu yd	1	Not known

<u>Location</u>	<u>Number/Size of Containers</u>	<u>Number of Pickups per week</u>	<u>Load Position</u>
GROUP F: Solid Waste: 3020 S. Lone Pine (Yard waste, leaves, brush) Peak season: March 30 to May 30 And October 1 to November 20	6 each (up to 9 each in peak season) 40 cu yd (1 City owned compactor/receiver)	5	Open top
GROUP F: Solid Waste: 731 N. Franklin (Yard waste, leaves, brush) Peak season: March 30 to May 30 And October 1 to November 20	6 each (up to 9 each in peak season) 40 cu yd	5	Open top

B. Art Museum:

<u>Location</u>	<u>Number/Size of Container</u>	<u>Number of Pickups per week</u>
1111 E Brookside Dr	2 cu yd	1

C. Workforce Development:

<u>Location</u>	<u>Number/Size of Containers</u>	<u>Number of Pickups per week</u>
1514 S Glenstone	6 cu yd - rear loaded, with casters	1

D. Springfield/Greene County Park Board:

<u>Location</u>	<u>Number/Size of Containers</u>	<u>Number of Pickups</u>
Dickerson Park Zoo, 3043 N Fort	30 cu yd	As Needed (Avg 3 times/mth)
Note: Refuse will be composed of paper and picnic oriented trash, old lumber, construction waste as well as animal waste and hay. Only one (1) container is required. Container located on ramp 28 ft wide by 6-1/2 ft high. The ramp will accommodate a container 9 ft by 28 ft by 6-1/2 ft high. Pickups will be approximate average of three (3) times per month or when notified by Zoo personnel.		

E. Springfield/Branson National Airport:

<u>Location</u>	<u>Number/Size of Containers</u>	<u>Number of Pickups per week</u>
GA Refueling	2 cu yd	1
ARFF Building	2 cu yd	1
Loren Cook	2 cu yd	1
National Guard	4 - 8 cu yd	1
	1 for cardboard	1
AVCRAD	6 cu yd	1
Restaurant and Terminal Compactor – EST	2 - 30 yd Compactor self contained	2 - 4 times per month
SRE Building	2 - 6 cu yd	1
Worldwide	1 - 6 cu yd	1
	8 cu yd Recycler	1
Abacraft Electronics	1 - 6 cu yd	1
Abacraft Electronics	2 - 8 cu yd	1
Federal Express	6 cu yd	1

F. City Utilities:

<u>Location</u>	<u>Number/Size of Containers</u>	<u>Number of Pickups per week</u>
740 N. Belcrest	4 cu yd	2
742 N. Belcrest	40 cu yd roll off	1
808 N Belcrest	2 cu yd	1
2655 S Blackman Road	4 cu yd	1
2601 S Blackman Road	8 cu yd	1
1321 W. Calhoun	4 cu yd	3
301 E. Central	8 cu yd	3
203 E Division	2 - 8 cu yd	1
203 E Division - Fleet Mgmt (Bus Vacuum)	6 cu yd	as needed
Farm Road 164 - Southwest Power Station	3 - 6 cu yd	2
Farm Road 166 - Fellows Lake	1- 8 cu yd	1 (Apr.-Oct.) every other week (Nov – Mar)
2115 W Grand, Gravel Yard	6 cu yd	1
2115 W. Grand (Second cart near north end of building)	8 cu yd	1
McDaniel Lake	2 cu yd	1
400 N. Main	2 cu yd	Periodically as Needed
620 E. Monastery - Twin Oaks Substation Building	4 cu yd	1
1402 S. Newton	30 cu yd roll off cart	once per month
1442 N. Newton - Carpenter Shop	4 cu yd	1
828 N. Prince Lane	1 - 30 cu yd roll off cart	every two weeks
4000 N. Stagecoach - Fulbright Pump Station	2 cu yd container with flip top and wheels	Once a week (June 1–Sept 30)
4000 N. Stagecoach	6 cu yd	2
1904 N. Lecompt Rd, Area 25 underground storage	1-4 cu yd	Once a week
Farm Road 164 Southwest II Project Trailer	1 – 3 cu yd	Once per week

G. Greene County:

<u>Location</u>	<u>Number/Size of Containers</u>	<u>Number of Pickups per week</u>
933 N Boonville - Building Operations	1 - 8 Yd	1
833 N Boonville Ave- Emergency Management	1 - 4 Yd	1
1010 N Boonville Ave - Judicial Courts Building	1 - 8 Yd	2
1111 N Robberson Ave - Greene County Juvenile	1 - 8 Yd	2
1000 N Boonville Ave - Greene County Jail	1 - 8 Yd	6 (Mon – Sat)
	1 - 8 Yd (Recycling Card Board)	2
2065 N Clifton Ave - Greene County Hwy Dept	1 - 8 Yd	2
	1 - 2 Yd	2

**CITY OF SPRINGFIELD
INVITATION FOR BID #006-2011
GENERAL CONTRACT CONDITIONS**

1. **Term:** The term of the contract shall be for one year beginning on the effective date of contract. The City may, at its sole option, extend the contract for up to **four (4) additional one-year terms** upon written notice to the Contractor.
2. **Escalation/DeEscalation:** Bid prices shall remain firm for a period of one year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

3. **Time of Completion:** Notwithstanding the term of the contract, the Contractor shall complete all work and provide all services in accordance with the schedule of time promised by the Contractor in its proposal.
4. **Purchasing Card Program:** The City has implemented a purchasing card program, using the Visa network. Bidders may receive payment from the purchasing card in the same manner as other Visa purchases. Bidders should have the ability to accept Visa. City departments will be encouraged to use purchasing cards to order from this annual contract. In the event the department does not use a purchasing card, a written purchase order will be issued.
5. **Non-Exclusive:** The City may, at its option, obtain the services described in the contract documents from other Contractors in the event the Contractor is unable to service a particular location; **or in the event the City revises its recycling goals, particularly for services under Groups D & E, to divert the recyclable materials to the most effective recyclable stream for beneficial use.**
6. **Authorization:** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor in its proposal.
7. **Bid Bond:** A bid security equivalent to five (5%) percent of the bid price will be required from each Bidder. The "bid security" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying the bid as assurance that the Bidder will, upon acceptance of this bid, execute such contractual documents as may be required within the time specified; said Bidder's bond or check to be paid unconditionally to the City of Springfield, Missouri.
8. **Performance Bond and Labor and Materials Payment Bond:** If the amount of the contract exceeds \$25,000.00, the Contractor shall execute a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on City's Standard Form in the full amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment

to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the City.

9. **Holiday:** If a holiday for Contractor's employees occurs on a weekday, then the collection ordinarily made on that day by the Contractor shall be made by the Contractor on the next succeeding day, it being the intent of this agreement that the occurrence of said holiday shall not excuse the Contractor from making the required number of collections per week from each designated pickup point.
10. **Springfield Board Of Public Utilities (City Utilities):** It is agreed and understood by the Contractor that the Springfield Board of Public Utilities (City Utilities) may order services under the contract. City Utilities will issue its own purchase order(s) and shall be responsible for payment for all services rendered to them under any such purchase order(s).
11. **Other Boards and Agencies:** All other City Boards and Agencies may order services under the contract. Such services will be authorized by purchase order(s) issued by the Division of Purchases.
12. **Occupational License:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.
13. **Insurance Requirements:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- | | |
|---------------------------------|---|
| A. Workers' Compensation | Statutory coverage per R.S.Mo. 287.010 et seq |
| Employer's Liability | \$1,000,000.00 |
- B. **Commercial General Liability Insurance**, including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million Five Hundred Nine Thousand One Hundred Eighty Six (\$2,509,186.00)** for all claims arising out of a single accident or

occurrence and **Three Hundred Seventy Six Thousand Three Hundred Seventy Eight Dollars (\$376,378.00)** for any one person in a single accident or occurrence.

- C. **Automobile Liability Insurance** covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Five Hundred Nine Thousand One Hundred Eighty Six (\$2,509,186.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Six Thousand Three Hundred Seventy Eight Dollars (\$376,378.00)** for any one person in a single accident or occurrence.
- D. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.
- E. **Notice:** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

14. **Liability and Indemnity:**

- A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
- C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
- D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
- E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
- F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold

harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of Contractor under this agreement.

15. **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:
 - A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
 - B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
16. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Springfield 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.
17. **Modifications:** 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.
18. **Termination of Location:** In the event that loss of control of site occurs at any location, the contract portion relative to said site will terminate without notice.
19. **Contract Documents:** The Contract between the City of Springfield and the Contractor shall consist of (1) The Contract form or Purchase Order which embodies the requirements contained herein, (2) the Invitation for Bid, and any amendments thereto and, (3) the Bid, 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 and/or referenced in the Contract shall govern over all other documents, and the Invitation for Bid and amendments thereto shall govern over the Contractor's proposal and amendments 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 his bid shall be subject to acceptance without further clarification.
20. **Cooperation:** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
21. **Coordination:** The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.
22. **Reports/Information:** Any reports, data, or similar information given to or prepared or assembled by the Contractor under this contract shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

23. **Property:** All material developed or acquired by the Contractor as a result of performance of the Contractor shall become the property of the City.
24. 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.
25. **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. City may, terminate this Contract upon 60 days' prior written notice. In either such event, all finished or unfinished work, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become its property, and 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.
26. **Termination For Convenience:** The City shall have the right by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the canceled portions of the contract, including a reasonable allowance of profit applicable to the work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor. The Contractor shall make every effort to mitigate costs to the City. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor under this contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
27. **City's Right to Proceed:** In the event this contract is terminated pursuant to Paragraph 25, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract. In any such case the City may take possession of, and utilize in completing the work, such finished and unfinished drawings, studies, surveys, maps, models, photographs or other materials as may be necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, City ordinances, and state and federal laws.
28. **Conflict of Interest – City:** 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 Section 105.450 et seq. RSMo. shall not be violated.
29. **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 assignments 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.

30. **Conflict of Interest - Contractor:** 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.
31. **Non-Discrimination:** The Contractor agrees in the performance of this Contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political opinion or affiliation, against any employee or Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
32. **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 Contribution 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.
33. 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.
34. 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.
35. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City and Contractor at the address shown above. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.
36. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the law of the state of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

**CITY OF SPRINGFIELD
 BID FORM – PROPOSAL
 IFB #006-2011**

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 Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

I. GROUP A - TERM LOCATIONS - DUMPSTERS: Group A prices are for those locations at which the container is left for 30 days or longer. *Group A prices include all costs including Landfill tipping fees.*

<u>Container Size</u>	<u>Monthly Charge and Pickup Frequency</u>					<u>Charge per Extra Pickup or Delivery</u>
	<u>Once/week</u>	<u>Twice/week</u>	<u>Thrice/week</u>	<u>Six/Week</u> (No Sunday)	<u>Semi-monthly</u>	
1 cu yd						
2 cu yd						
3 cu yd						
4 cu yd						
6 cu yd						
8 cu yd						

II. GROUP B - TERM LOCATIONS – ROLL-OFFS: Group B prices are for those locations at which the container is left for 30 days or longer. *Group B prices include all costs including Landfill tipping fees.*

<u>Container Size</u>	<u>Monthly Charge and Pickup Frequency</u>					<u>Charge per Extra Pickup or Delivery</u>
	<u>Once/week</u>	<u>Twice/week</u>	<u>Thrice/week</u>	<u>Five/Week</u>	<u>Semi-monthly</u>	
30 cu yd						
40 cu yd						
30 Cu yd self contained compactor	Rental Fee Per month: \$ _____	Charge per Haul: \$ _____	Charge per Ton: \$ _____			

III. GROUP C - TEMPORARY LOCATIONS - DUMPSTERS: Group C prices are for those locations at which the container is left for less than 30 days. *Group C prices include all costs including Landfill tipping fees.*

<u>Container Size</u>	<u>Monthly Charge and Pickup Frequency</u>				<u>Charge per Extra Pickup or Delivery</u>
	<u>Once/week</u>	<u>Twice/week</u>	<u>Thrice/week</u>	<u>Semi-monthly</u>	
1 cu yd					
2 cu yd					
3 cu yd					

4 cu yd					
6 cu yd					
8 cu yd					

IV. GROUP D - TEMPORARY LOCATIONS - ROLL-OFFS: Group D prices are for those locations at which the large containers are usually left for less than 30 days but which may be left longer. **Group D prices do not include Landfill tipping fees. Landfill tipping fees will be billed in addition** to the Group D prices specified below. *A copy of the actual Landfill invoice shall be submitted to the City with each invoice for Group D items.*

<u>Container Size</u>	<u>Daily Rental Fee</u>	<u>Monthly Rental Fee</u>	<u>Charge per Haul</u>	<u>Charge per Ton</u>
20 cu yd				
30 cu yd				
40 cu yd				

V. GROUP E - RECYCLING LOCATIONS: Group E prices are for those locations at which the containers will contain only materials to be recycled such as, but not limited to: mixed paper, aluminum/tin containers, plastics, and cardboard. **Group E prices do not include Landfill tipping fees.** The Contractor will deliver contents to a recycling center as directed or approved by the City in writing. The City, at its option, may require containers under Group E to have lockable doors or lids and separate compartments; the prices below include all charges for open or enclosed containers with locks.

<u>Container Size</u>	<u>Delivery & Pickup Charge</u>	<u>Extra Mileage</u>	<u>Daily Rental Fee</u>	<u>Weekly Rental Fee</u>	<u>Monthly Rental Fee</u>
8 cu yd		/mile			
20 cu yd		/mile			
30 cu yd		/mile			
40 cu yd		/mile			

Note: Delivery and pickup charge includes all costs including mileage charges within City limits or fifteen (15) miles from pickup location. Extra mileage charges are for distances beyond fifteen (15) miles and are for the round trip and include only that portion beyond fifteen (15) miles.

VI. GROUP F - YARDWASTE LOCATIONS: Group F prices are for those locations at which the container will contain only yardwaste and shall be disposed for at the City’s Yardwaste Recycling Center (See Paragraphs 12 & 13 of Section Three: Scope of Work). **Group F prices do not include Landfill tipping fees. Estimated number of pulls per year is 200.**

<u>Container Size</u>	<u>Delivery & Pickup Charge</u>	<u>Daily Rental Fee</u>	<u>Weekly Rental Fee</u>	<u>Monthly Rental Fee</u>
20 cu yd				
30 cu yd				
40 cu yd				
**Stationary Compactor				

*20 cu yd minimum, 40 cu yd preferred with 40 cu yd enclosed container.

****NOTE: The compactor is owned by the City and is located at the Lone Pine Recycling Center and when picked up are directed to the YRC for mulching. Pricing is for delivery and pickup charges only.**

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES _____ NO _____

Prompt Payment Discount _____% _____ Days, Net _____ Day

PERFORMANCE BOND

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

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 2010, enter into a contract with the City of Springfield, Missouri, for:

SOLID WASTE CONTAINERS AND COLLECTION SERVICE IN ACCORDANCE WITH INVITATION FOR BID #000-2010

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2010, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

Approved as to Form:

By: _____

Assistant City Attorney

Surety: _____

By: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____ as principal and _____, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of **FULL Contract amount in words and numbers**

Dollars

(\$ _____) to be paid to the City of Springfield, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the ____ day of _____, 2010, enter into a contract with the City of Springfield, Missouri, for:

SOLID WASTE CONTAINERS AND COLLECTION SERVICE IN ACCORDANCE WITH INVITATION FOR BID #006-2011

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2010, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

Approved as to Form:

By: _____

Assistant City Attorney

Surety: _____

By: _____

PAYMENT BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS that _____ as principal and _____, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of **FULL Contract amount in words and numbers**

Dollars (\$_____) to be paid to the City of Springfield, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 2010, enter into a contract with the City of Springfield, Missouri, for:

SOLID WASTE CONTAINERS AND COLLECTION SERVICE IN ACCORDANCE WITH INVITATION FOR BID #006-2011

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

Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the work afore-described, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made applicable to the work as specified by the contract (if a prevailing hourly rate of wages shall have been so specified).

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

It is understood and agreed that this bond is executed and furnished under the provisions of Section 2.5 of the Springfield City code.

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

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right in his name or in the name of the City of Springfield, Missouri, to bring suit upon this bond for the recovery of such payment. It is further agreed that no such suit shall be instituted after the expiration of ninety (90) days from the completion of the contract hereinbefore referred to unless otherwise provided by of Section 2.5 (d) of the Springfield City Code.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2010, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

Approved as to Form:

By: _____

Assistant City Attorney

Surety: _____

By: _____

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

In order to comply with sections 285.525 through 285.550, City requires the following bid and contract documents:

1. Affidavit for Service Contracts over \$5,000.00 (US) – Effective 1-1-2010, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

- a. that 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
- b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU). *See attached sample*

The City of Springfield encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling **888-464-4218**.

If you have any questions, please contact the City Purchasing Department at 417- 864-1620.

**Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements Providing Services In Excess Of \$5,000.00.**

Effective January 1, 2009

STATE OF _____)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally appeared _____ (Name)

who is _____ (Title) of _____

(Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature: _____

Print Name: _____

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

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

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 Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security - Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Sample
Memo of Understanding - MOU
E-Verify
Electronic Signature Page

**CITY OF SPRINGFIELD
STATEMENT OF "NO BID"
IFB #006-2011**

**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 #006-2011** FOR **SOLID WASTE CONTAINERS AND COLLECTION** 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: _____