



MID-AMERICA REGIONAL COUNCIL - KANSAS CITY REGIONAL PURCHASING COOPERATIVE

**INVITATION FOR BID
YEARLY CONTRACT FOR SOLID WASTE RESIDENTIAL COLLECTION SERVICES
BID NO. 52
OPENS: February 17, 2012 at 1:00PM CST
ISSUED: January 27, 2012**

The Mid-America Regional Council/Kansas City Regional Purchasing Cooperative (MARC/KCRPC) will accept separate sealed bids, on behalf of listed Participants, from qualified persons or firms interested in providing the following, in accordance with the attached specifications:

SCOPE:

Provide all labor, tools, equipment, and transportation necessary to provide containers and collection of residential solid wastes, yard waste and recyclable materials, and from municipal buildings as a yearly contract, as designated herein by the Participants. MARC/KCRPC and Participants will require dual obligee performance and payment bonds as security for the faithful performance and payment of all of the Contractor's obligations during the contract. The bonds shall be in an amount of 100% of the awarded contract value for the successful bidder. A certificate of insurance will also be required of successful bidder.

PARTICIPANTS:

This is a regional joint bid for a term supply/service contract for the following participating Kansas entities; Fairway, Roeland Park and Westwood.

IMPORTANT BID HIGHLIGHTS

Bidder's Response:

1. Pricing Section 5, addendums and appendices must be completed, signed and submitted as an original, either by regular mail or hand delivered. It is not necessary to return the entire bid document. Do not staple, bind or clip submittal. It is the bidder's responsibility to check with KCRPC Program Coordinator, or online at www.demandstar.com or www.marc.org/kcrpc if any addendums were issued before submitting a bid.
2. Do not fax bid response or any addendums. Each Participant has individual internal policies regarding acceptance of original bids, and failure to follow these instructions may cause a Participant to withdraw from process, if bid responses conflict with their policies.

Contract Award:

1. The award of this contract may be split, if in the best interest of the Participants. There is no pre-determination of a split award. (See paragraph 3.1.3).
2. MARC/KCRPC and Participants reserve the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the entities.

BID SCHEDULE

Advertised:	Kansas City Star <u>01/27/12</u> Kansas City Hispanic News 01/26/12 The Call 01/27/12 The Legal Record 01/31/12
Legal Notice:	Bid 52 - MARC/KCRPC is seeking bids for solid waste residential collection services for cities of Roeland Park, Westwood and Fairway, Kansas. Bids are due by 1PM on <u>02/17/12</u> . Documents available by contacting Rita Parker, 816-246-5083, by e-mail rita.parker@kcrpc.com or visit www.demandstar.com or www.marc.org/kcrpc .
Bid notifications issued:	Onvia by DemandStar on 01/27/12. If Bidders received this bid document from other than direct mailing or from DemandStar, you must contact KCRPC Program Coordinator to be added to DemandStar to receive future notification of addendums, clarifications, or other bid notices relating to this bid. Bid documents are also available at www.marc.org/kcrpc/ under "current bids".
Bids must be received by:	1:00 PM CST on 02/17/12 and will be opened same time at the MARC offices, in the Eisenhower Room.
Label sealed bids:	MARC/KCRPC Bid # 52 Opens: 02/17/12 at 1PM and include bidder's name and address. Mail or deliver bid to MARC/KCRPC, 600 Broadway Suite 200, Kansas City MO 64105-1659
Clarifications and Contact:	Submit in writing to Rita Parker, Program Coordinator, KCRPC F. 816-421-7758 or Email: rita.parker@kcrpc.com . Requests for clarification will not be accepted after 3:00 pm on 02/09/12.
Notice of Award issued with contracts for signature	March 2012
Contracts countersigned by MARC:	March 2012
Award information distributed:	March 2012
Contract period:	From <u>01/01/2013 to 12/31/2013</u> (with option to renew for four (4) additional one year periods and subject to adjustment (based on award date).

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SECTION 1.0 INTRODUCTION

1.1 DEFINITIONS - Definitions of all relevant terms and entities are provided below. Defined terms or entities used in this Invitation for Bid start with a capital letter.

- 1.1.1 "MARC/KCRPC" refers to Kansas City Regional Purchasing Cooperative, a purchasing cooperative partnership of the MACPP and MARC, and their members, and MARC/KCRPC is responsible for assembling and administering this Invitation for Bid and representing the Participants in the bid process.
- 1.1.2 "Participants" or "Participating Members" refers to local government entities that are participating in the Invitation for Bid.
- 1.1.3 "Non-Participant" means a Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institution, Special Governmental Agency or Non-Profit corporation performing governmental functions, with membership in any National Institute of Governmental Purchasing chapter affiliate, and is located within the Greater Kansas City Metropolitan Trade Area, but that is not a listed Participant.
- 1.1.4 "MACPP" refers to the Mid-America Council of Public Purchasing.
- 1.1.5 "MARC" refers to the Mid-America Regional Council
- 1.1.6 "Program Coordinator" refers to the authorized representative of KCRPC designated to handle bid solicitation and award and modification of the contract.
- 1.1.7 "Administrative Contracting Officer" refers to the authorized representative of each of the Participants authorized to issue purchase orders, receive required documentation, inspect and receive goods, make payments and handle disputes involving shipments to the jurisdiction.
- 1.1.8 "Bidder" refers to any corporation, company, partnership, firm, or individual that responds to the Invitation for Bid.
- 1.1.9 "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement to perform the work or provide the materials covered thereby, and its duly authorized agents or other legal representatives.
- 1.1.10 Deleted
- 1.1.11 The "specifications" include Section 4.
- 1.1.12 A "subcontractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the contractor.
- 1.1.13 The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the Program Coordinator to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the

Program Coordinator and Participants shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the MARC/KCRPC or Participants.

- 1.1.14 The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- 1.1.15 The term "minimum" means the Participants will order this quantity during the period of this contract at the price bid.

1.2 KANSAS CITY REGIONAL PURCHASING COOPERATIVE

The Mid-America Regional Council (MARC, Federal ID# 43-0976432), the regional council of governments and metropolitan planning organization, serving an eight county region, and the Mid-America Council of Public Purchasing (MACPP), a regional organization of public sector purchasing professionals and a local chapter of National Institute of Governmental Purchasing (NIGP), initiated the Kansas City Regional Purchasing Cooperative to enhance the current cooperative purchasing efforts in the region.

The Kansas City Regional Purchasing Cooperative (KCRPC) is a partnership between MARC, MACPP, and local governments. The intent of the KCRPC is to increase the amount and effectiveness of local government cooperative purchasing in the metropolitan area and in the process, reduction of costs of goods and services by obtaining more responsive prices.

The Manager's Roundtable, a committee of city and county managers, provides general guidance and support toward the effort. The KCRPC established a standing Advisory Committee comprised of public sector purchasing professionals in the Kansas City metropolitan area. The Advisory Committee provides professional purchasing expertise, recommendations and resolving disputes. The MARC Board of Directors consists of 30 locally elected leaders representing the eight counties and 117 cities in the bi-state metropolitan Kansas City region.

The KCRPC is not a legal entity, but rather a program of MARC. All future references for KCRPC will be shown as MARC/KCRPC since MARC will be the legal entity coordinating and managing the bid/procurement activities.

SECTION 2.0 SPECIFIC REQUIREMENTS

2.1 PREPARATION OF BIDS.

- 2.1.2 Bidders are expected to examine **collection areas**, specifications, schedules and instructions. Failure to do so will be at the bidder's risk.
- 2.1.3 Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation and print or type his or her name on each bid sheet thereof on which he or she makes an entry. The person signing the offer must initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his or her authority unless such evidence has been previously furnished.
- 2.1.4 Unit price for each unit bid shall be shown. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will prevail.
- 2.1.5 Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation per section 4.0 Specifications.
- 2.1.6 Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
- 2.1.7 Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- 2.1.8 Prices quoted are to be firm and final.
- 2.1.9 In submitting bids, bidder agrees that the Program Coordinator shall have 90 calendar days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
- 2.1.10 Pricing Section 5.0 **MUST** be completed, signed and returned in sealed envelope. **Do not staple, bind or clip documents when submitting.** Bidders shall retain a copy for their records.

2.2 CONTRACT PERIOD

This invitation to bid is for a yearly contract, with option for four additional one-year renewal periods. The option to renew for up to four additional one-year contract periods shall be at the discretion of the MARC/KCRPC and the Participants. MARC/KCRPC reserves the right to terminate the current contract without cause and solicit new bids. The Program Coordinator shall notify the Contractor in writing, of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive MARC/KCRPC's right to exercise the renewal option. The Contractor shall be required to submit documentation to the Program Coordinator from the manufacturer or distributor, as proof of any requested price increase. Under no circumstances shall an increase be granted that is greater than the Federal Consumer Price Index (C.P.I.) for the Kansas City area, without approval of the Program Coordinator and the Participants.

2.3 SUBMISSION & ACCEPTANCE OF BIDS

- 2.3.1 Failure to follow these procedures is cause for rejection of bid.
- 2.3.2 Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to MARC/KCRPC, 600 Broadway Suite 200, Kansas City, MO 64105-1659. The bidder shall show the hour and date of the bid opening, the invitation number, and the name and address of the bidder

on the face of the envelope.

- 2.3.3 Telegraphic or faxed bids will not be considered unless authorized by the invitation.
- 2.3.4 A bid that is in the possession of the Program Coordinator may be altered by telegram or letter bearing the signature of the person authorized for bidding, provided it is received prior to the time and date of opening. Telephone or verbal alterations of a bid will not be accepted.
- 2.3.5 A bid that is in the possession of the Program Coordinator may be withdrawn by the bidder up to the time of the bid opening. Bids may not be withdrawn after the bid opening.
- 2.3.6 Samples of items, when required, must be submitted within the time specified unless otherwise specified in the Information for Bidders and at no expense to the Program Coordinator or any Participant. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
- 2.3.7 Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.

2.4 EXPLANATION TO BIDDERS (CLARIFICATIONS)

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, specifications, etc., must be requested in writing no less than seven (7) calendar days before the deadline for submission of bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

2.5 ACKNOWLEDGMENT OF ADDENDUM TO INV ITATION

Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and returning the addendum. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to closing time and date.

2.6 LATE BIDS & MODIFICATIONS

It is the responsibility of the bidder to deliver his bid or bid modifications on or before the date and time of the bid receipt deadline. Bids will NOT be accepted after the date and time of closing under any circumstances.

2.7 DISCOUNTS & BID EVALUATION

Discounts offered for prompt payment will be considered in bid evaluation.

2.8 TAXES

It is expected that each Participant will be exempt from payment of the Missouri or Kansas Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and Section 79-3606 (b) of the Kansas Statutes, and will be exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated. The Contractor is responsible to obtain verification of exemption from payment of taxes from each Participant and is responsible to

- bill taxes if required. **The Contractor shall pay all federal, state and local taxes which may be chargeable against the performance of the work.**
- 2.9 MATERIAL AVAILABILITY
Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the Program Coordinator immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- 2.10 ALTERNATE BIDS – N/A -
- 2.11 QUALIFICATIONS OF BIDDERS
2.11.1 The Program Coordinator may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the Program Coordinator may request. The Program Coordinator and Participants reserve the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Program Coordinator and Participants that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
2.11.2 Only those bids will be considered which are submitted by bidders who submit references with their bid and showing satisfactory completion of work of type and size comparable to the work required by these contract documents.
2.11.3 Bidders must be and remain qualified to do business and in good standing in the State of Kansas, and failure to do so shall be grounds for termination.
- 2.12 BID OPENING PROCESS
Bids will be publicly opened and read aloud and recorded at the time, date and location stated on the cover page of Invitation to Bid. No decisions regarding the award of the bid will be discussed at the bid opening. All Bidders and Participants are encouraged to attend.
- 2.13 REQUEST FOR BID TABULATIONS
Requests for bid tabulations must be submitted in writing to the Program Coordinator, either by fax, e-mail or regular mail. Bid tabulations will be available for distribution the next business day following the bid opening.
- 2.14 SAMPLES
Upon written or verbal request by the Program Coordinator, Bidders must submit as requested, to be considered for award. Failure to submit samples or specification sheets will result in rejection of your bid. Samples will be examined as a part of the bid evaluation. Any requested samples shall be provided by the Bidder within five (5) business days from requested date.
- 2.15 QUANTITIES
Quantities listed herein are only yearly estimates and do not
- obligate any of the Participants to purchase listed quantities.
- 2.16 LOCATIONS –(See Section 4 Specifications for locations).
- 2.17 ESCALATION/DE-ESCALATION CLAUSE (Fuel Surcharge)
2.17.1 In regards to the prices quoted by the Contractor, the Contractor may, on a quarterly basis, with 30 days notice, request an increase to quoted prices only when the increase applies to the General Public, is stated officially in writing to the Program Coordinator.
2.17.2 No increase request will be allowed for the first six-month period of the contract period.
2.17.3 Requested price increases shall be compared to the Consumer Price Index for the Kansas City region. If requested increase exceeds the averaged CPI index, the Contractor will be required to submit documentation for increase from their suppliers.
2.17.4 The Program Coordinator shall distribute the price increase request to the Participants for review and approval. A price increase shall not take effect until the Contractor has verified these conditions in writing to the reasonable satisfaction of the Program Coordinator and the Participants. The Program Coordinator reserves the right to terminate the Contract rather than accept the price increase and to re-bid the Contract. Additionally, it is expected of the Contractor to advise the Program Coordinator of any decreases in pricing, and to pass on any price decreases to the Participants of the contract.
- 2.18 OCCUPATIONAL/BUSINESS LICENSE REQUIREMENTS
Prior to commencement of any work, Contractor shall obtain and pay for all necessary permits and licenses, whether issued by the State, county or City as required for the work. Contractor shall be held responsible for all violations of the law for any cause in connection with the work. Contractor must comply with all special requirements of the participating entities including any Occupational or Business License requirements. It is the bidder's responsibility to investigate and obtain any such requirements.
- 2.19 FORMS
Contractors and subcontractors participating in this contract shall fill out all appropriate forms as requested by Participants and any Non-Participants, including W-9's and the forms referenced in Section 2.22, in a timely manner, prior to issuance of Purchase Orders.
- 2.20 COMPLIANT WITH APPLICABLE LAWS
The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended. If Contractor discovers any provisions in the documents which are contrary to, or inconsistent with any law, ordinance or regulation, it shall report the same to Program Coordinator in writing.
- 2.21 ANTI-TRUST
Submission of a bid constitutes an assignment by Bidder of any and all anti-trust claims that Bidder may have under

the Federal and/or State laws resulting from any contract associated with this bid.

by said Code that apply to said Contract.

2.22 EQUAL OPPORTUNITY CLAUSE

- 2.22.1 In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- 2.22.2 The bidder's attention is directed to all federal, state and Participants' laws, ordinances, and procedures requiring equal employment opportunity which, among other things, require that the contractor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. All bidders shall complete any reporting forms and certifications of any Participant with regard to their equal employment practices.
- 2.22.3 The bidders will be required to comply with all individual equal opportunity requirements, as delineated below, if any, of each Participant if they plan to do business with that Participant under any agreement that results from this Invitation for Bid. If a bidder plans not to comply with any of the individual requirements of Participants as indicated below, they should so indicate in their response to this Invitation to Bid by marking "no offer" on the pricing page, Section 5.0.

2.26 CONFLICT OF INTEREST

The Contractor, by acceptance of any purchase order resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

2.27 INDEMNIFICATION AND INSURANCE

Contractor agrees to carry liability and workmen's compensation insurance, satisfactory to the Participants, and to indemnify MARC/KCRPC and Participants against all liability, loss and damage arising out of any injuries to persons and property caused by Contractor, his sub-contractors, employees or agents.

- 2.27.1 Commercial general liability insurance, occurrence form (including broad-form contractual liability and completed operations coverage), in the amount of **\$2,000,000** combined single limit, covering personal injury, bodily injury and property damage.
- 2.27.2 Comprehensive automobile liability insurance, including owned, hired and non-owned vehicles, if any, in the amount of **\$1,000,000** combined single limit, covering personal injury, bodily injury and property damage.
- 2.27.3 Workers compensation insurance which shall fully comply with statutory requirements, and Employers Liability Insurance with limits of not less than **\$1,00,000** per occurrence. Contractor shall provide a valid waiver, executed by the Workers Compensation and Employers Liability Insurance carrier of any right of subrogation against the Participants or its employees for any injury to a covered employee working on the Participants' premises.
- 2.27.4 Umbrella liability in the amount of **\$5,000,000** per occurrence/aggregate. This coverage shall apply over all of the above coverages as outlined.
- 2.27.5 The certificate holder on the Certificate of Insurance shall be as follows: MARC/KCRPC, 600 Broadway Suite 200, Kansas City MO 64105-1659.
- 2.27.6 Before, entering into contract, the successful respondent shall have ten (10) calendar days from date of notice of award, to furnish a Certificate of Insurance verifying all of the foregoing coverages and identifying MARC/KCRPC and Participants as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make MARC/KCRPC and Participants, a partner or joint venture with the contractor in its operations hereunder.
- 2.27.7 Prior to any material change or cancellation, MARC/KCRPC will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, MARC/KCRPC will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate. In the event of an occurrence, it is

2.23 REGULATIONS PURSUANT TO SO-CALLED 'ANTI-KICKBACK ACT'

The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

2.24 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

2.25 UNIFORM COMMERCIAL CODE

This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required

further agreed that any insurance maintained by MARC/KCRPC and Participants, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

2.27.8 The insurer shall be obligated to provide MARC/KCRPC and Participants, a defense in actions arising in relation to work performed under this contract. Contractor is required to indemnify MARC/KCRPC and Participants, and to provide a legal defense for any and all claims arising out of the performance of this contract, whether the proper insurance is in effect or not.

2.28 SUB-CONTRACTS

2.28.1 The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the Program Coordinator to determine any disapproval of the use of such sub-contractor.

2.28.2 The Contractor shall be fully responsible to the MARC/KCRPC and Participants for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

2.28.3 The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.

2.28.4 Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and MARC/KCRPC and Participants.

2.29 INDIVIDUAL REQUIREMENTS:

The bidders will be required to comply with all individual requirements of each Participant, including but not limited to those individual requirements set forth in Sections 2.28, 3.8, 3.10, 4.2, 4.5, and any other individual requirements, if they plan to do business with that Participant under any agreement that results from this Invitation for Bid. If a bidder plans not to comply with any of the individual requirements of Participants as indicated herein, they should so indicate in their response to this Invitation to Bid by marking "no offer" in Section 5.0.

2.30 In providing services under the Agreement, the Contractor shall be acting as an independent contractor and not as an agent of MARC/KCRPC or Participants.

2.31 CONFIDENTIALITY OF PROPOSAL INFORMATION:

Each bid/proposal must be submitted in or under cover to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with bid/RFP number and the name of the project and closing date/time. All bids/proposals and supporting documents become public information (except such information that discloses proprietary or financial information submitted in response to qualification statements) after the submission date and time in accordance with Missouri Sunshine Law and Kansas Open Records Act.

- 3.0 GENERAL CONDITIONS (AWARD and POST AWARD)
- 3.1 AWARD OF CONTRACT
- 3.1.1 BASIS OF AWARD.
- a) Only firm bids will be considered. The bidder warrants that prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the Invitation to Bid. Such prices will remain firm for the period of performance of resulting purchase orders or contracts that are to be performed over a period of time.
- b) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to the Program Coordinator within three (3) calendar days after being so requested.
- c) The Program Coordinator and Participants reserve the right to reject any and all bids, to waive any and all technical defects, irregularities and informalities in bids, to disregard all non-conforming or conditional bids or counter-proposals, and to select the bid(s) deemed most advantageous to the entities.
- d) The award of the Contract, if awarded, shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous to the Participants, price and other factors considered.
- 3.1.2 EVALUATION OF BIDS
- The evaluation of bids will include consideration of price, quality, adherence to specifications, references, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work ~~and~~ manufacturers' data on the materials and equipment to be incorporated. Time of PICKUPS will also be a factor in the award.
- 3.1.3 AWARD PROCESS
- a) The Program Coordinator and the Participants may accept any item or group of items of any bid on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the Participants unless qualified by specific limitation of the bidder.
- b) Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the Program Coordinator and Participants reserve the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid.
- c) An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
- d) In the event a Participant's procedures requires governing body approval of the bid said Participant will take the individual award recommendation to their governing body for approval and will issue a separate contract to the successful Bidder. All contract requirements in this Invitation for Bid will apply to individual Participant contracts generated under this Invitation for Bid.
- 3.1.4 NOTICE OF AWARD.
- After considering the basis of award and evaluation of bids, the Program Coordinator will, within ninety (90) calendar days after the date of opening bids, notify the successful bidder of acceptance of his or her bid.
- 3.2 CONTRACT TERMS
- The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to. No verbal agreement or conversation with any officer, agent or employee of MARC/KCRPC and Participant, either before or after execution of the contract, shall affect or modify any of the terms or provisions of the contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon MARC/KCRPC, Participants or the Contractor.
- 3.3 EXECUTION OF AGREEMENT
- 3.3.1 Notice of Award will evidence that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractor's Bid. Items not awarded, if any, have been deleted from the copy of Contractor's signed bid document and noted on the Notice of Award.
- 3.3.2 The Program Coordinator will furnish 2 original Agreements to the successful Bidder who shall sign and return to the Program Coordinator, to be countersigned by MARC Executive Director. Program Coordinator will return one executed original to Contractor.
- 3.3.3 The Execution of Agreement shall consist of a YEARLY AGREEMENT, signed by the Contractor, countersigned by the Executive Director of MARC, and a copy of the Contractor's signed bid and Notice of Award attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto.
- 3.3.4 As stated in paragraph 3.1.3 (d) some Participants may execute individual contracts.
- 3.3.5 Any provision or part of the Agreement held to be void or unenforceable under any law or regulation, shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon MARC/KCRPC, Participants and

Contractor, who agree the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- 3.3.6 The successful bidder shall be required to submit Statutory bonds for the payment of laborers, materialmen and subcontractors and a performance bond in the full penal sum of the contract amount. Such bonds shall be written by a T-listed corporate surety admitted in Missouri and Kansas with an A.M. Best rating acceptable to Owner. The bonds shall name as the obligees, both Owner and the Cities for whose benefit Owner is engaging Contractor, to the extent of each city's interest in the contract. Contractor, and not the Owner, shall be obligated to notify surety of all changes to the contract, and surety must sent to such changes and waive notice thereof from Owner. The surety shall be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. The required bonds shall be furnished within ten (10) calendar days after notice of award is issued by MARC/KCRPC or Participants.

3.4 CHANGES

The Program Coordinator may at any time, by written order, make changes or additions, within the general scope of this contract in or to, specifications, instructions for work, or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the Program Coordinator in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

3.5 ASSIGNMENTS

Neither MARC/KCRPC nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of MARC/KCRPC.

3.6 COMPOSITE REPORT AND PAYMENTS - N/A

3.7 PURCHASE ORDERS - N/A

3.8 FUND ALLOCATION

- 3.8.1 Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of funds by the Participants.
- 3.8.2 KANSAS CASH BASIS LAW - Any agreement issued on behalf of the Participants' located in state of Kansas is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal

obligation on the part of the Participants. The Participants are obligated only to pay periodic payments or monthly installments under the

Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Participants current budget year or (b) funds made available from any lawfully operated revenue producing source.

3.9 RESPONSIBILITY FOR SUPPLIES

The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection.

3.10 TIME OF DELIVERY – See 4.0 Schedule

3.11 PACKAGING – N/A

3.12 CONTRACTOR'S INVOICES

Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the ordering agency. Any delay in receiving invoices, or errors and omissions, on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges.

3.13 ACTS OF GOD

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

3.14 BANKRUPTCY OR INSOLVENCY

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, MARC/KCRPC and Participating Entities may cancel this contract or affirm the contract and hold Contractor responsible in damages. In addition, MARC/KCRPC and Participants shall not be liable or responsible to Contractor, or to any other person for, or on account of, any stoppage or delay in work provided for by injunction or other legal or equitable proceeds, or from, by or on account of, any delay for any cause over which the Participants have no control.

3.15 GENERAL GUARANTY AND WARRANTY

3.15.1 The Contractor warrants that all materials and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner.

3.15.2 All subcontractors, superintendents, foremen and workmen employed by Contractor shall be competent and careful workman skilled in their respective trades. MARC/KCRPC and Participants may demand dismissal of any person employed by Contractor in, about or upon the work, who repeatedly misconducts himself or is incompetent

or negligent in the due and proper performance of his duties, or who neglects or refuses to comply with the directions given; and such person shall not be re-employed under the contract without the written consent of the Participant. Should the Contractor continue to employ or re-employ any such person, the Participant may withhold all monies due or which may be come due to Contractor, or the Participant may suspend the work until such orders are complied with. Contractors shall prosecute the work in an acceptable manner and at a satisfactory rate of progress.

the terms and conditions, for a period of ten (10) calendar days. Furthermore, after issuance of termination notice, Contractor shall not remove from the Participants' any of the equipment normally used in the performance of work, until arrangements to continue the work, by contract, by the surety or otherwise, have been completed by the Participant. Contractor and its surety shall be liable for all costs, charges and damaged incurred by the Participant, including attorney fees, if any, together with the cost of completing the work, and such costs may be deducted from any monies due or which may become due to the Contractor. In the event the expense incurred by the Participant is less than sum which would have been payable under the contract, if it had been completed by Contractor, then Contractor will be entitled to receive the difference. In case such expense exceeds sum which would have been payable under the contract, the Contractor and its surety shall be liable and shall pay the Participant the amount of said excess.

3.16 PATENTS

Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the MARC/KCRPC and Participants, or those selling or using Participants' product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.

3.20.3 In the event of any termination of contract by the Contractor, the Participants may purchase such services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

3.17 INSPECTION AND ACCEPTANCE

3.17.1 No material received by the Participants pursuant to a contract issued under the terms and conditions of this bid document shall be deemed accepted until the Participants have had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement within 24 hours of notification.

3.21 **Participants shall be intended third-party beneficiaries of this Contract, and shall have the right to enforce any and all of the terms and provisions contained herein.**

3.18 INTERPRETATION OF CONTRACTS AND ASSIGNMENTS

This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder, may not be assigned by the Contractor without the written consent of the MARC/KCRPC and any attempted assignment without such consent shall be void.

3.19 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Program Coordinator relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular or electronic mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

3.20 TERMINATION OF CONTRACT

3.20.1 This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party.

3.20.2 MARC/KCRPC and Participants may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with

SECTION 4: SPECIFICATIONS -

- 4.1 Bidders shall carefully examine the collection areas, bidding documents and sample contract document, prior to submitting bids. It is Bidder's responsibility to be fully informed concerning the requirements of the contract, physical conditions to be encountered during performance of the work, and the character, quality and quantity of services to be performed, and of materials and equipment to be furnished. The awarded contractor shall not be entitled to additional compensation if it subsequently finds conditions require methods or equipment other than that anticipated. Negligence or inattention of Contractor in determining site conditions prior to submitting bid, or signing contract, or in any phase of its' performance of work, shall be grounds for refusal by MARC/KCRPC and Participants to agree to additional compensation for additional work caused by such negligence or inattention.
- 4.2 The successful Contractor shall:
- 4.2.1 Collect and dispose of all waste collected hereunder in a workmanlike manner and in compliance with all statutes, regulations and restrictions imposed by public authority or private covenant.
 - 4.2.2 Obtain and maintain throughout term of contract insurance, permits, licenses and approvals customarily required for this service.
 - 4.2.3 Observe all city ordinances relating to the obstructions of streets, keeping passageways open and protecting the same, and shall obey all laws and ordinances controlling or limiting those engaged in the work. Contractor is granted the privilege of using city streets for purpose of doing work specified, but is not granted exclusive use of such streets. Contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to property owners.
 - 4.2.4 Become sole owner of recyclable materials collected. Materials collected shall be marketed for purpose of recycling to an approved recycling entity or otherwise as permitted by Participant, in writing. Contractor shall retain revenues received from the sales of recyclable material. Contractor shall have sole discretion in the determination of market outlets utilized in the sale of recyclable materials collected.
 - 4.2.5 Provide list and define materials acceptable for collection, processing and marketing. The list may be expanded but not contracted without written consent of each Participant. Nothing herein shall be constructed to compel Contractor to pay third parties for the disposal of any items presently regarded as recyclable.
 - 4.2.6 Required to pickup and remove any recyclable materials that may fall to the ground during the collection.
 - 4.2.7 Replace all carts after emptying, to the same approximate location as picked up.
 - 4.2.8 Provide collection services from 7:00AM to 7:00 PM.
 - 4.2.9 Submit invoices to each Participant on the first day of each month for 1/12th of the total annual compensation. Adjustments to the base number of dwellings/residences, may be possible due to new residential construction, or demolition of existing residences. The Participant will notify Contractor in writing immediately, upon issuance of any Certificate of Occupancy or Demolition Permits issued. The written notification shall include the calculation of adjustment (upward or downward) to the annual compensation and monthly payments based thereon. Adjustments shall take effect on the first day of the month following the date of written notification. Contractor shall be entitled to inspect such records of the Participant, as reasonably necessary to audit the number of residences/dwellings to which service is provided.
 - 4.2.10 The Contractor will cooperate with cities at no additional charge to develop **and distribute** public educational notices and instructions to inform residents of the City solid waste, recycling and yard waste disposal program. **Any such notices must be submitted to the Participants for review and written approval, prior to any distribution of materials.**

4.3 Definitions:

- Recyclable materials: Aluminum and tin cans, newspapers, magazines, junk mail, office paper, telephone books, brochures corrugated cardboard, chipboard and cardboard, plastic (#1 through #7), steel (tin) food/beverage cans, and other materials suitable for recycling. Note: Empty containers of household hazardous materials and automotive oils and fluids are excluded from this definition, including polystyrene (Styrofoam).
- Residential: Single-family residence or duplex units located within each Participant city limits.
- Bulk waste: Includes such items as furniture, beds, chairs, mattresses, box springs, and tubs. Does not include White Goods.
- Hazardous waste: Construction and demolition materials, automobile parts, tires, batteries and other items that cannot be reasonably transported or carried by two people.
- White Goods: Appliances such as washers, dryers, refrigerators, freezers, water heaters, etc.
- Commercial: Refers to municipal owned buildings only
- Yard waste: Includes grass clippings, leaves, tree trimmings, and other organic materials.
- Solid waste: As defined by K.S.A. 65-3402
- Overflow solid waste: Waste exceeding 95 gallons, specifically waste that is not able to be placed in the 65 gallon cart plus one (1) additional bag.
- Reporting & Program Monitoring: Quarterly reports specific to each Participant showing weights and estimated participation percentages in the program of waste collection. Upon request by Participant, a report will be provided by Contractor to include reasonable evidence of sale of collected recyclable materials to an approved recycling entity.

4.4 Residential Requirements

Contractor shall provide solid waste, recycling and yard waste removal to the following number of single family residences and duplexes within the following City limits:

Participant:	Number of single family residences and duplexes
Fairway, Kansas	1,787
Roeland Park, Kansas	2,845
<u>Westwood, Kansas</u>	<u>730</u>
Total:	5,362

Contractor shall collect and dispose of all solid waste, recycling and yard waste (see yard waste collection section for exception) once per week, set out at the curb of each residence on the following days of the week within the following City limits (**designated days are negotiable with Participants**):

Participant:	Collection Day
Fairway, Kansas	Monday, citywide
Roeland Park, Kansas	Monday-Friday, in specified areas of the City,
Westwood, Kansas	Wednesday, citywide

- 4.5 Solid Waste Collection, Containers and Limits
- 4.5.1 Contractor shall provide, at no additional cost, one sixty-five (65) gallon cart to each residence for solid waste collection. Carts shall remain property of the Contractor.
- 4.5.2 Contractor shall collect one (1) additional bag of solid waste that is not able to be placed in the 65 gallon cart at no additional cost.
- 4.5.3 Contractor shall collect overflow solid waste that is specifically marked with a bag tag above the 65 gallon plus one (1) bag limit. For the convenience of residents, Contractor must make bag tags available for purchase by the City and other local hardware or grocery stores that may wish to make these tags available for purchase by residents.
- 4.5.4 The total amount of solid waste collected each week per residence **must** not exceed the 96 gallon limit imposed by Johnson County, unless an additional bag tag is affixed to the solid waste exceeding the 96 gallon limit. **There will be two (2) amnesty days which will allow residents to exceed the 96 gallon limit. The designated days will be the first collection day after Memorial Day and Christmas.**
- 4.5.5 Residents shall have a one-time option to decline containers and use bags instead.
- 4.5.6 Contractor shall provide assistance to elderly or disabled residents, by picking up those containers next to the house, rather than the curb.
- 4.6 Recycling Collection, Containers and Limits
- 4.6.1 Contractor shall provide, at no additional cost, a container for recyclable materials to each residence.
- 4.6.2 Containers shall remain property of the Contractor.
- 4.6.3 Contractors shall make available 22-gallon bins up to 65 gallon carts for recycling collection and will work with each City individually to determine what size fits the needs of each community.
- 4.6.4 There shall be **no-limit** on the amount of recycling that can be collected per residence per week. Additional or overflow materials that do not fit into the containers made available may be placed by residents in a paper bag or other container marked "Recycling," placed adjacent to the container provided by the contractor.
- 4.7 Yard Waste Collection, Containers and Limits
- 4.7.1 Contractor shall collect all yard waste materials, at no additional cost, once per week.
- 4.7.2 Residents shall place yard waste in paper bio-degradable bags or rigid containers designated as yard waste cans with stickers, provided by the contractor, or appropriately bundled not exceeding four (4) feet in length or eighteen (18) inches in diameter and tied with twine or strings. No single bag or bundle shall exceed sixty (60) pounds.
- 4.7.3 There shall be no-limit on the amount of yard waste collected per residence per week (discuss if a limit needed).
- 4.8 Bulk Item Collection, Days and Limits
- Contractor shall provide at no additional cost collection services for one (1) item of bulk **items** per residence, twice per month. The two collection days per month may be set by the Contractor for each City. At Contractor's discretion, residents may make arrangements with Contractor to collect more than two items of bulk waste within a month, at an additional charge as quoted by the Contractor.
- 4.9 White Good Collection, days and limits
- Contractor shall provide white goods collection by appointment only between the resident and contractor, at an additional charge as quoted by the Contractor.

4.10 Commercial Requirements - Collection at municipal facilities

Contractor shall provide collection and containers, at no additional charge, for commercial solid waste and recycling from the following locations:

Location:	Container size and quantity:	Collection Frequency:
FAIRWAY		
Fairway Public Safety Center 5252 Belinder	One (1) 2 cy dumpster	Weekly
	One (1) 90 gallon recycling container	Weekly
Fairway Public Works Building 5505 Buena Vista	One (1) 2 cy dumpster	Weekly
	Two (2) 90 gallon recycling containers	Weekly
	One (1) 40 cy dumpster	Upon request
Neale Peterson Park 6136 Mission Road	One (1) 4 cy dumpster, October through April	Weekly
	Same dumpster, May through September	Twice per week
	One (1) 4 cy recycling dumpster, October through April	Weekly
	Same dumpster, May through September	Twice per week
ROELAND PARK		
Roeland Park Public Works - 4800 Roe Pkwy	One (1) 3 c.y. dumpster	weekly
	One (1) 25 c.y. roll off	Upon Request
	One (1) 10 c.y. roll off	Upon Request
City Hall - 4600 West 51st Street	Two (2) 3 c.y. dumpsters	weekly
Community Center - 4850 Rosewood Drive - Trash	One (1) 6 c.y. dumpster	weekly
Pool - 4850 Rosewood Drive - Trash	One (1) 6 c.y. dumpster	twice a week
Community Center - 4850 Rosewood Drive - recycle	One (1) 6 c.y. dumpster	bi-weekly
WESTWOOD		
Westwood Public Works 2545 W 47th St	One (1) 4 c.y. dumpster	Weekly

4.11 Roll off dumpsters

Contractor shall provide the 40 c.y. roll off or 25 c.y. dumpsters for collection of the following materials:

4.11.1 Leaves during fall leaf removal programs – Note: The Cities of Roeland Park and Westwood have annual leaf removal programs conducted by their Public Works Departments. Leaves are collected in a vacuum and are deposited into dumpsters for collection. This would be for collection of leaf material only.

4.11.2 Storm debris consisting of mainly yard waste (trees and branches) collected by the Public Works Departments following clean-up following a storm.

Section 5: PRICING AND SUBMITTALS:

Bidders must complete and submit Section 5 in its' entirety, sign and return in sealed envelope. Do not fax bid or any addendums, if any are issued. Do not clip, bind, or staple submittal. All pricing quoted for residential services shall include containers as specified. In case of discrepancy between a unit price and extended price, the unit price will prevail.

Item	Description	Est. Qty.	Unit Price –	Price Per Month (Unit price x qty)	Annual Price – Monthly cost x 10 months)	Annual Price – (Monthly cost x 12 months)
Residential Solid Waste and Recycling:						
a.	Cost per month, per residence	5,362	\$ _____	\$ _____	N/A	\$ _____
b.	Cost to the City per bag tag for overflow solid waste (above 96 gallon per week limit)	Unknown	\$ _____	N/A	N/A	N/A
Residential Yard Waste:						
c.	Cost per month, per residence for yard waste collection for ten (10) months per year.	5,362	\$ _____	\$ _____	\$ _____	N/A
Residential Bulk waste collection, per item, in excess of allowed 2 items per month:						
d.	Cost to the City per bulk item tag for additional items over allowed limit	Unknown	\$ _____	N/A	N/A	N/A
Residential White good collection, per item:						
e.	Cost per item	Unknown	\$ _____ each	N/A	N/A	N/A
Commercial:						
f.	Cost per 25 cubic yard dumpster for regular solid waste collection	1	\$ _____ (per dumpster)	N/A	N/A	\$ _____
g.	Cost per 40 cubic yard dumpster for leaf collection programs in fall	1	\$ _____ (per dumpster)	N/A	N/A	\$ _____
h.	Cost per 40 cubic yard dumpster for storm debris removal	1	\$ _____ (per dumpster)	N /A	N /A	\$ _____
j.	Base Bid: (Totals of a, c, f, g, h) annual cost)					\$ _____

Payment term (number of calendar days after receipt of invoice, i.e. Net 10, Net 30)

Net _____

Do you offer discount for early payment?

Yes _____ If yes, state: Net _____ days
 No _____ _____%,

Adjusted base bid, after deduction of early payment discount (if any):

\$ _____

Delivery time – after receipt of order of new containers not listed but may be needed (calendar days):

_____ Days

Delivery time –Is your company able to provide emergency services within 24 hours?

Yes _____ No _____

Do you accept government procurement cards for payment (i.e. Visa, Mastercard) ?

Yes ___ No ___

If a Participant chooses to withdraw during the evaluation stage of the bid, will the bidder's unit price quoted remain the same?

Yes ___ No ___

If no, bidder must state percentage the unit price will be reduced for each Participant withdrawing:

_____%

Do you offer any storm clean-up programs or additional services you may provide?
(Response will not be used in the evaluation of bids.)

Yes ___ No ___
Please
enclose
details

Section 5: PRICING AND SUBMITTALS - Continued

References: List at least three references in which your company has provided similar services for other governmental agencies, as shown in scope.

Name:			
Company:			
Phone:			
Email:			

Key Personnel: List staff members that will be responsible for all work (contract management) performed under this contract (copy and attach separate sheet if necessary).

Name:			
Job Title:			
Responsibility:			
Experience:			
Phone:			
Email:			

Subcontractors: Bidders must include information and references for any subcontractors to be utilized under this work, if applicable.

Company:			
Work to be performed as sub:			
References – company name			
Contact person:			
Phone:			
Email:			

Available Equipment: Bidders must provide available equipment to be used for work specified in scope, in possession of the contractor or subcontractor, either by purchase, lease, or existing equipment. Specify fuel type used in equipment listed (i.e. diesel, compressed natural gas). Fuel type is for informational purposes only, no preference will be given to either type.

Equipment type:	Existing:	To be purchased:	Leased:

Section 5: PRICING AND SUBMITTALS - Continued

Contact Information – for scheduling or to order new services, invoice remittance, and emergency contact				
	Scheduling:	New Service:	Remittance:	Emergency contact:
Name:				
Phone:				
Cellular:			N/A	
Fax:				
Email::				
Street address:				
City, state, zip:				

Bidder's Check List:	
	Statement of No Offer - Bidder does not make an offer in response to this invitation . State reason below and return this page:
	Statement of Firm Offer - Bidder's offer will be held open and is not revocable within ninety (90) calendar days after response deadline. We have read the Specifications, all Special Conditions, Information for Bidders and General Conditions, and completed the necessary bid information. Bidder agrees, to provide samples, and bid pricing includes delivery.
Yes____ Or No____	Cooperative Purchasing Clause - If awarded a contract as a result of this solicitation, I agree to sell at the same price and under the same terms of this Contract to any other Municipal, County, Public Utility, Hospital, or Educational Institution not specifically listed as a participant on page 4, but having membership in any National Institute of Governmental Purchasing Chapter affiliate, or Mid-America Regional Council and located within the Greater Kansas City Metropolitan Trade Area. I agree to notify the Program Coordinator, MARC/KCRPC, in the event any Non-Participants wanting to utilize this contract, prior to filling any orders, to confirm membership. All deliveries shall be F.O.B. Destination and there shall be no obligation on the part of any non-participant to utilize this Contract. Exception: If an agency outside the greater metropolitan area wants to utilize contract, the contractor may assess additional charge for delivery. Any additional charges will be subject to review and approval by that agency and MARC/KCRPC.
	Debarment Certification - The authorized signer of this document certifies that the organization and each of its principals are not suspended or debarred by any of the Participants, State of Missouri, State of Kansas, or Federal government (as defined by 45 CFR 76).
	Complete Section 5.0 Pricing in its' entirety and sign below. Per paragraph 2.1.3 "The bidder shall sign the invitation and print or type his or her name on each bid sheet thereof on which he or she makes an entry. The person signing the offer must initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his or her authority unless such evidence has been previously furnished."
	Addendums - Before submitting bids, per paragraph 2.5, all bidders are instructed to confirm if any additional addendums have been issued, by either contacting the KCRPC Program Coordinator, or checking the web sites at www.marc.org/kcrpc/ or www.demandstar.com . Bidders must acknowledge addendums by signing and returning with bid.
	Appendices must be completed, signed and enclosed with bid submittal.

By: _____
 Bidder's (Company) Name

 Signature of Authorized Agent

 Print name of Authorized Agent

 Federal Tax ID #

_____ Phone No
 _____ Fax No
 _____ Date
 _____ E-Mail Address

MID-AMERICA REGIONAL COUNCIL

NOTICE TO VENDORS

Section 285.525 – 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 of the award of any contract or grant in excess of five thousand dollars (\$5,000.00) by the state or a political subdivision of the state (e.g., MARC) 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 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)).

Those Contractors providing service to MARC over \$5,000 shall comply with Sections 285.525 through 285.550 R.S.Mo.:

- Submit a completed, notarized copy of AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S.MO., ET SEQ. For Contracts over \$5,000.00 (attached), The Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted service, and
- Provide documentation evidencing current enrollment and participation in a federal work authorization program (e.g., electronic signature age from E Verify program's Memorandum of Understanding (MOU)).

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is available from the following:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

If you have any questions please contact Rita Parker, MARC/KCRPC at rita.parker@kcrpc.com.

MID – AMERICA REGIONAL COUNCIL

(MARC)

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 R.S. MO., ET SEQ. FOR CONTRACTS OVER \$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 _____ (Type of business) and after being duly sworn did depose and
say:

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

The term 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

Name

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

Notary Public

My commission expires:



APPENDIX B - YEARLY CONTRACT FOR SOLID WASTE
RESIDENTIAL COLLECTION SERVICES BID # 52

This CONTRACT, by and between Mid-America Regional Council/Kansas City Regional Purchasing Cooperative, hereinafter referred to as "MARC/KCRPC", and _____, hereinafter referred to as "Contractor" is effective this ___ day of _____, 2012.

WITNESSETH:

WHEREAS, MARC/KCRPC does hereby accept, with modifications, if any, the bid of: _____. The bid document and bid submittal by Contractor is made a part of this contract, and any addendums issued.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide services on an as-needed basis, as a one-year contract for MARC/KCRPC and Participants, as specified. Each Participant will contact Contractor directly to establish and schedule any services.

2. CONTRACT TIME

Contract is effective from _____, with the option to renew in writing for four (4) additional one-year periods.

3. INVOICES

Invoices shall be prepared and submitted to each Participant. Invoices for orders placed by Non-Participants shall be directed to that agency. All invoices shall contain the following information: contract number Bid 52, purchase order number, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the ordering Participant or Non-Participant. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement with respect to such invoice without losing discount privileges until such delay, error or omission has been remedied.

4. TERMINATION

This contract may be terminated by either party upon sixty (60) calendar days prior notice in writing to the other party. The MARC/KCRPC and Participants may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions of this contract. In the event of any termination of contract by the Contractor that is not due to the breach of this Contract by, or other fault of, MARC/KCRPC or any Participant, the Participants may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

5. CHANGES AND ADDITIONAL SERVICES

The MARC/KCRPC may at any time, by written order, make changes or additions, within the general scope of this contract in or to specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify MARC/KCRPC in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon in writing by the parties, after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

6. CONFLICTS OF INTEREST

The Contractor, by acceptance of any purchase order resulting from this bid, certifies that to the best of their knowledge or belief, no elected or appointed official of any Participant is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

7. COMPLIANT WITH APPLICABLE LAWS

The Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any applicable state, municipality or any other Governmental authority or agency in the manufacture or sale of the items covered by this order, including but not limited to, all provisions of the Fair Labor Standards Act of 1938, as amended.

8. NOTICES

Any notice to any Contractor from MARC/KCRPC relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative.

IN WITNESS WHEREOF, the parties hereto have signed this CONTRACT:

By:

By:

David A. Warm
Executive Director
Mid-America Regional Council
600 Broadway Suite 200
Kansas City MO 64105-1659

Name:
Title:

Date:

Date:

Distribution:

Originals (3):

Contractor
Participant
MARC/KCRPC Program Coordinator

MARC/KCRPC Contact:

Rita Parker, KCRPC Program Coordinator
816-246-5083 (Fax 816-421-7758)
Email: rita.parker@kcrpc.com
Web: www.marc.org/kcrpc/