

CITY OF BRANSON, MISSOURI
PURCHASING DEPARTMENT
REQUEST FOR BID (RFB) 2674-07 FOR:

Trash Collection Services

Ryan Hill, Purchasing Agent
City of Branson, Purchasing Office
110 W. Maddux St., Suite 200
Branson, MO 65616

Date Issued: September 21, 2022
Buyer's Email: rhill@bransonmo.gov
Telephone: (417) 334-3345
DUE DATE: October 7, 2021 @ 3PM

Bids must be electronically received using the City's designated bidding platform, Demand Star, prior to the **SPECIFIED DUE DATE**. Until further notice due to the COVID-19 pandemic and in accordance with social distancing guidelines, bids will be publicly read aloud at the specified bid opening date and time via teleconference. To participate, dial (314) 828-1276 and enter Conference ID: 986 913 219#.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids received after the opening date and time will be rejected.
- **MAILED/HAND-DELIVERED/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.

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

Respondent is REQUIRED to complete, sign, and return this form with their submittal.

NOTE: All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.

Company Name	Authorized Person (Print)
Address	Signature
City, State Zip Code	Title
Telephone #	Date
Fax #	Tax ID#
Email Address	State of MO Charter # or Exemption #

CITY OF BRANSON INSTRUCTION TO BIDDERS

- 01. Opening Location** Bids will be opened in the presence of purchasing officials at the due date and time indicated on the RFB. Bids will be publicly read aloud via teleconference. To participate, dial (314) 828-1276 and enter Conference ID: 986 913 219#. All bidders or their representatives are invited to attend the opening of the RFB.
- 02. RFB 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 City's electronic bidding platform, Demand Star, for receipt on or before the due date and time indicated. The City of Branson is not responsible for your issues with internet connectivity, computer devices, Demandstar or other electronic bidding platforms used by the City. Bidders unable to submit bids electronically must notify the Purchasing Agent to make other arrangements so that the proposal is received no later than the specified due date.
- 03. 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 signed above the printed name and title of signer on the Pricing 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.
- 04. 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.
- 05. Clarification and Addenda** Each bidder shall examine all Request 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 Request for Bid shall be made through the Purchasing Department in writing or through email. The Purchasing Department 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 Purchasing Department at phone number 417-337-8556, to determine if addenda were issued and to make such addenda a part of their Bid.
- 06. RFB Expenses** All expenses for making Bids to the City are to be borne by the bidder.
- 07. Irrevocable Offer** Any Bid may be withdrawn in writing up until the due date and time set for opening of the RFB. 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 RFB, until one or more of the Bids have been duly accepted by the City.
- 08. 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 Request 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 and best 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.
- 09. 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.

- 10. 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.*
- 11. Applicable Law** *All applicable laws and regulations of the State of Missouri and the City will apply to any resulting agreement, contract, or purchase order.*
- 12. Right to Protest** *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.*
- 13. Collusion** *By offering a submission to this Request 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 RFB 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 RFB:*
- 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.*
 - 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.*
 - 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.*
 - 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.*
 - 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.*
- 14. 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 and may be conducted by electronic means at the sole discretion of the City in compliance with the Uniform Electronic Transactions Act, Sec. 432.200, RSMo. et.al.*
- 15. Use of Electronic Signatures** *By offering a submission to this Request for Bid, the bidder agrees to the electronic execution and delivery of any agreement, contract or purchase order resulting from the acceptance of a Bid and that any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.*
- 16. Liability and Indemnity**
- 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.*

- *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 there under (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.*
 - *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.*
17. **RFB Forms, Variances, Alternates Bids** *must be submitted* on attached City RFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the RFB 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.
 18. **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.
 19. **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.
 20. **Errors in Bids** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.
 21. **Prices Bid** Give unit price, extended total or both if applicable. 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.
 22. **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).
 23. **Descriptive Information** All equipment, materials, and articles incorporated in the product/work covered by this RFB 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.
 24. **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.

25. **Samples (if required)** For certain types of procurements, samples may be required. If samples are required, it will be stated in the RFB. The following conditions and requirements apply to all samples submitted.
- 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.
 - 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.
 - 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.
 - All samples packages shall be marked "Sample for Purchasing Department" 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.
 - Do not send samples unless requested to do so by the buyer indicated on the RFB.
26. **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.
27. **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.
28. **Tax-Exempt** The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12487040.
29. **Awards**
- a. Unless otherwise stated in the Request 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 Request for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.

30. **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.*
31. **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.*
32. **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.*
33. **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.*
34. **Equal Employment Opportunity Clause** *The City of Branson, 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.*
35. **Bid Tabulation** *Bidders may request a copy of the bid tabulation of the Request for Bid through the City's request for records process.*
36. **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.*
37. **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 Request for Bid unless otherwise noted on the Affidavit of Compliance Form.*
38. **Order of Precedence** *Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.*
39. **Affidavit for Service Contracts** *The Bidder represents, in accordance with Sec. 285.530.2, RSMo that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the RFB and agrees to provide an affidavit to the City of Branson affirming that they have not, and will not in connection with the RFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.*
40. **Anti-Discrimination Against Israel** *The Bidder agrees to provide a certification if requested by the City of Branson, in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel.*
41. **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.

- 42. Sustainability** *The City of Branson encourages sustainable procurement to make sure that the products and services the City buys are as sustainable as possible having the lowest environmental and most positive social impact.*

Terms and Conditions for Services Bids

The word "City" shall mean the City of Branson and "Service Provider" shall mean the vendor awarded the bid.

1. **Scope of Work.** *The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services hereinafter set forth in the Scope of Work.*

2. **Addition to Work.** *The City and the Service Provider may amend the scope of work set forth provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 6 of these terms. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.*

3. **Exchange of Data.** *All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.*

4. **Payment for Labor and Materials.** *The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under the contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider'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 work. None of the work or services covered by the contract shall be subcontracted without the written approval of the City.*

5. **Term.** *The work of the Service Provider shall commence as soon as practicable after the execution of the contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed as set forth in the Scope of Work if applicable.*

6. **Costs not to Exceed.** *The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for the contract which cannot be exceeded unless the contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under the contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.*

7. **Payment.** *Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in the Scope of Work, which shall constitute complete compensation for all work to be rendered under the contract; provided, that where payments are to be made periodically to Service Provider for work rendered under the contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the description of work set forth in Scope of Work.*

8. **Termination of Contract.**

A. **Termination for breach.** Failure of the Service Provider to fulfill Service Provider's obligations under the contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in the Scope of Work shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under the contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider 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 Service Provider.

B. **Right to terminate in the absence of breach.** Either party may terminate the contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach.

C. **Surviving Terms.** Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of the contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Board of Aldermen in writing at the time of the execution of 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. Service Provider 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 work to be performed under the contract. The Service Provider further covenants that in the performance of the contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider shall not assign any interest in the 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 Service Provider from the City under the contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The contractor agrees not to be discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, national origin, sex, military status, age, disability or any other characteristic protected by law with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of

services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely. A copy of the City's EEOP short form may be obtained by going to www.cityofbranson.org or by calling the Human Resources Department at 417-337-8555 and requesting a copy.

13. General Independent Service Provider Clause. *The contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider 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, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.*

14. City Benefits. *The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.*

15. Liability and Indemnity. *The parties mutually agree to the following:*

A. In no event shall the City be liable to the Service Provider 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 the contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under the contract.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with the contract. Service Provider further agrees to defend, indemnify, and hold the City harmless from and against any claims, losses and liabilities arising out of the award of the contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. Bonds and Insurance. *The Service Provider must have and maintain, at the Service Provider's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Service Provider's performance under the contract. The insurance coverage shall include, but need not be limited to, the following coverage's in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.*

A. General Liability Insurance with a company licensed to do business in the State of Missouri with limits of liability not less than one million dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage with a general aggregate of two million dollars (\$2,000,000.00). The City of Branson must be named as an additional insured.

- B. *Automobile liability insurance with a company authorized to do business in the State of Missouri having limits of liability not less than one million dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.*
- C. *Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than one million dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Service Provider(s) and Sub-Service Provider(s).*
- D. *The Service Provider will require all Sub-Service Providers to provide and maintain like insurance as set forth above unless the Service Provider's policies extend to claims made against or growing out of operations of the Sub-Service Provider.*
- E. *Written evidence of the required insurance coverage must be submitted before or upon award of the contract. Such policy(ies) shall name the City of Branson as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of contract.*
- F. *Service Provider understands and agrees that the insurance required under the terms of the contract in no way precludes the Service Provider from carrying such other insurance as may be deemed necessary by the Service Provider for the operation of the Service Providers business or for the benefit of the Service Providers employees.*
- G. *Notwithstanding any other provision of the contract to the contrary, no insurance procured by the Service Provider shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650, of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Alderman, salaried officers or employees, nor constitute waiver of any available defense. The Service Provider shall cause all policies of insurance related to the contract to be endorsed in accord to this subparagraph.*
- H. *If this is a multi-year contract then the Service Provider shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5, Missouri Revised Statute as amended from time to time.*
- I. *Insurance Certificates. It is the sole responsibility of the Service Provider to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Insurance Certificates must be faxed or mailed to the address provided.*

17. **Public Protection:** *The Contractor shall comply with all local, state, and federal safety rules, regulations, or laws and provide protection necessary to protect persons and property from injury or damages during all stages of work.*

18. **Notices.** *All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the address provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.*

19. **Jurisdiction.** *The contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of the contract be litigated, venue shall be proper only in the Circuit Court of Taney County, Missouri.*

20. **Missouri Immigration Law Affidavit.** *The Service Provider is informed pursuant to Section 285.530, of the Missouri Revised Statutes as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00) the successful bidder shall by sworn affidavit and provision of documentation, affirm the business entity is enrolled and participating in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the Service Provider will furnish a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.*

21. **Business/Contractor's License.** *The Service Provider shall produce an active contractor's license and/or business license, if required by City of Branson for service being provided, prior to execution of contract.*

22. **Contact Information:** City of Branson
 Attn: Contract Management
 110 W Maddux St., Ste 205
 Branson, MO 65616
 V. 417-337-4578
 F. 417-335-4354 – Attn: Contract Management

PLEASE NOTE THAT ONCE THE BID IS AWARDED, A CONTRACT WILL BE DELIVERED THROUGH AN ELECTRONIC PLATFORM TO THE CONTACT PERSON FOR EXECUTION OF CONTRACT PROVIDED IN THE BID DOCUMENTS. A CURRENT COPY OF THE VENDOR'S CERTIFICATE OF LIABILITY INSURANCE NAMING THE CITY OF BRANSON AS AN ADDITIONAL INSURED, IN ACCORDANCE WITH THE CITY'S INSURANCE REQUIREMENTS, IF APPLICABLE, AN IMMIGRATION AFFIDAVIT AND E-VERIFY DOCUMENTATION MAY ALSO BE REQUIRED TO BE SUBMITTED. ONCE CITY SIGNATURES HAVE BEEN OBTAINED, ONE FULLY SIGNED SET WILL BE DELIVERED THROUGH AN ELECTRONIC PLATFORM TO THE SERVICE PROVIDER FOR THEIR RECORDS

STATE OF)
) ss
)
 COUNTY OF)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or
- (b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the President of _____ (hereinafter “Contractor”), whose business address _____ is _____, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and _____:
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

[_____], Affiant
Printed Name

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public
State of Missouri

My Commission Expires:
Commissioned in _____ County
Commission #

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

SCOPE OF WORK

1. Purpose: The City of Branson is soliciting bids from qualified companies to provide trash removal & disposal services for the period beginning from January 1, 2023 through December 31, 2023 as specified herein for the City of Branson in accordance with the terms and conditions of this Request for Bid.

2. General Requirements:
 - 2.1. Services provided by the contractor shall include, but may not be limited to:
 - 2.1.1. Providing containers for trash, including locking containers when so requested;
 - 2.1.2. Providing any required service on containers;
 - 2.1.3. Making all necessary pick-ups;
 - 2.1.4. Cleaning all areas after each pick-up;
 - 2.1.5. Maintaining the confidentiality of materials placed in containers from the time of pick-up to final disposition;
 - 2.1.6. Cleaning and painting containers; and
 - 2.1.7. Providing transport of city-owned glass- recycle 20-yard roll offs to Taney County Transfer Station;
 - 2.1.8. Providing all other services required for complete trash removal & disposal.

 - 2.2. Vendor shall provide all required services to the sole satisfaction of the City of Branson.

 - 2.3. Vendor shall comply with all requirements of the Occupational Safety and Health Act of 1970 as may relate to the services required herein.

3. Designated Landfill for Disposal: Vendor explicitly understands and agrees that all trash collected under the terms of the contract must be delivered only to the Taney County Transfer Station or the sanitary landfill of the City of Springfield, Missouri, for disposal. No other landfill shall be used without prior written authorization of the City of Branson. Landfill tickets evidencing that the trash removed under the terms of the contract has been disposed of at the approved sanitary landfill must accompany each of the contractor's invoices for payment.

4. Container Requirements:
 - 4.1. The City of Branson estimates, but cannot guarantee, that the following numbers and sizes of containers will be required at the locations specified:

Location	Size	Frequency
Compton Street Dept 601 Compton Dr.	8 yd.	1X week
City Hall 110 W. Maddux St.	6 yd.	1X week
Facilities Maintenance 625 Stockstill Lane	6 yd.	1X week
Cooper Creek Sign Shop 2855 Fall Creek Rd. #60	6 yd.	1X week
Cooper Creek Water Distribution Sewer Collection Shop 2855 Fall Creek Rd. #80	6 yd.	1X week

Community Center 201 Compton Dr.	4 yd.w/lock	2X week
Branson RecPlex Main Unit 1501 Branson Hills Parkway	8 yd.	2X week Jan. – May; Aug.- Dec. 3X week June-July
Branson RecPlex Ballfield Unit 1501 Branson Hills Parkway	8 yd.	2X week June-July
Branson Lakeside RV Park 300 S. BoxCar Willie Dr.	8 yd.w/lock	2x week Dec – February 4X week March – May 6X week June - November
Fire Station 1 110 Crosby St.	3 containers	1X week
Fire Station 2 251 Branson Meadows	3 containers	1X week
Fire Station 3 3500 Keeter St.	3 containers	1X week
Fire Station 4 *NEW* (if applicable) 251 Champagne Blvd	3 containers	1X week
Public Safety *NEW* (if applicable) 2255 Gretna Rd.	6 yd.	1X week
Compton Drive WWTP 601 Compton Dr.	12 yd. Grit	approximately 19 times annually or as needed (Dumpster must be returned same day)
Cooper Creek WWTP 2855 Fall Creek Rd.	12 yd. Grit	approximately 19 times annually or as needed (Dumpster must be returned same day)

4.2. The City will pay landfill fees separately for the Compton and Cooper dumpsters. This bid is for pickup, transport and return of City owned roll-off containers at these locations.

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

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

4.5. All trash containers provided by the contractor must be of metal construction, equipped for ease of horizontal movement, equipped with lids (unless otherwise specified), fire-proof, rodent-proof, and leak-proof.

4.6. The contractor must clean, maintain, and paint all such containers as necessary.

4.7. The City of Branson reserves the right to reject and require replacement of any container, which does not comply with the above requirements.

5. Cleanliness of Container Areas:

- 5.1. The contractor must consistently maintain a clean area around all trash containers. As part of each pick-up, the contractor must remove any trash inadvertently spilled from containers or spilled in the process of emptying containers.
- 5.2. The contractor must pick up extra trash that is boxed or bagged and placed adjacent to containers at no additional cost. If this occurs frequently at a given location, the contractor should notify the City that a larger capacity container is required at that location.
6. Time, Frequency, and Sequence of Pick-Ups:
 - 6.1. The contractor must complete all pick-ups prior to 7:00 a.m. where available and must have all units back in place and ready for use no later than 8:00 a.m. with exception of the grit dumpsters which must be returned on the same day as picked up.
 - 6.2. The contractor must pick up trash containers at the aforementioned locations Monday through Saturday:
 - 6.3. Within thirty (30) days following award of a contract, the contractor must provide to the City of Branson an accurate listing showing contractor's pick-up sequence.
7. Call Back: The contractor understands and agrees that all trash containers must be emptied at each scheduled pick-up as specified herein. If any containers are missed, the contractor return immediately upon notification by the City to empty missed containers at no additional cost.
8. Additional Pick-Ups: In the event that an unusually large amount of trash accumulates on a given day, the contractor must make additional pick-ups when so requested within a time frame acceptable to the City.
9. Subcontracting:
 - 9.1. If approved by the City of Branson in writing, the contractor may subcontract the equipment and/or services required herein, provided that any subcontracts include appropriate provisions and contractual obligations to ensure the successful fulfillment of all such obligations and that the City of Branson is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to those matters described in the contract between the City of Branson and the contractor.
 - 9.2. The contractor must expressly understand and agree that the contractor shall assume and be solely responsible for all legal and financial responsibilities, including all insurance coverage requirements stated herein, related to the execution of a subcontract. The contractor must further understand and agree that the utilization of a subcontractor to provide any equipment or service required by the contract shall in no way relieve the contractor of the responsibility for providing such equipment and/or service.
10. Invoicing and Reporting Requirements: The Contractor must submit itemized invoices to the City of Branson on a calendar month basis. Invoices must be submitted to accounts payable showing each location picked up separately.
11. Term of Contract: The term of the contract shall be from January 1, 2023 through December 31,

2023. The City may, at its sole option, give notice to the contractor to extend the contract for up to three (3) additional successive one-year terms unless the contractor has notified the City at least ninety (90) days prior to the end of the then contract term or extensions thereto that the contractor will not renew the contract. The contract shall not bind, nor purport to bind, the City for any contract term beyond the original term of the contract.

12. The City reserves the right to reject all bids. It is the intent and purpose of the City that this Request for Bid provides fair and equal opportunity for each bidder to submit competitive bids. It is the bidder's responsibility to furnish as much details as possible for consideration if offering a substitute product.

PRICING PAGE

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

Item	Location	Required Pickups	Firm, Fixed Price
001	Compton Street Dept	1x week	\$ _____ /month
002	City Hall	1x week	\$ _____ /month
003	Facilities Maint	1x week	\$ _____ /month
004	Cooper Creek Sign Shop	1x week	\$ _____ /month
005	Cooper Creek WD/SC Shop	2x week	\$ _____ /month
006	Community Center (w/lock)	2x week	\$ _____ /month
007.1	RecPlex Main Unit	2x week (Jan-May/Aug-Dec)	\$ _____ /month
007.2	RecPlex Main Unit	3x week (June-July)	\$ _____ /month
008	RecPlex Ball Fields	2x week (June-July)	\$ _____ /month
009.1	Branson Lakeside RV Park (w/ lock)	2x week (Dec-Feb)	\$ _____ /month
009.2	Branson Lakeside RV Park (w/ lock)	4x week (March-May)	\$ _____ /month
009.3	Branson Lakeside RV Park (w/ lock)	6x week (June-Nov)	\$ _____ /month
010	Fire Station 1	1x week	\$ _____ /month
011	Fire Station 2	1x week	\$ _____ /month
012	Fire Station 3	1x week	\$ _____ /month
013	Fire Station 4	1x week	\$ _____ /month
014	Public Safety Facility	1x week	\$ _____ /month
015	Compton Drive WWTP	19x year or as needed	\$ _____ /pickup
016	Cooper Creek WWTP	19x year or as needed	\$ _____ /pickup

*Note - The prices for items 015 thru 016 are for pickup, transport, and return of City-owned roll-off containers

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES _____ NO _____

Prompt Payment Discount _____% _____ Days, Net _____ Days

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

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

sole individual partnership joint venture

corporation, incorporated under laws of State of Missouri

Respectfully submitted,

Signed _____ Title _____ Date _____

CONTACT PERSON FOR BID:

Printed Name _____

Email _____ Phone (_____) _____

Address _____

Check box if same as above:

CONTACT PERSON FOR EXECUTION OF CONTRACT:

Printed Name _____

Email _____ Phone (_____) _____

Address _____

**AFFIDAVIT OF COMPLIANCE
RFB 2674-07**

To be submitted with Vendor's Bid

____ We DO NOT take exception to the RFB Documents/Requirements.

____ We TAKE exception to the RFB Documents/Requirements as follows:

Specific exceptions are as follows:

Company Name _____

ADDENDA

By _____

Authorized Person's Signature

Print or type name and title of signer

Bidder acknowledges receipt of the following addendum:

Addendum No. ____

Addendum No. ____

Company address _____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Phone _____

Email _____

Fax _____

Federal Tax ID No. _____

Date _____