



2023-0017 Addendum 1

Republic Services

Allied Services

Supplier Response

Event Information

Number: 2023-0017 Addendum 1
Title: MATERIAL HAULING SERVICES FOR RECYCLING CENTER
Type: Request for Proposal
Issue Date: 8/25/2023
Deadline: 9/21/2023 10:00 AM (CT)
Notes: Christian County invites qualified vendors to submit responses for the Request for Proposal 2023-0017 in accordance with the requirements stated herein for Material Hauling Services for Recycling Center. Christian County Recycling Facility is located at 1300 W. Hall Street, Ozark, Missouri 65721. It is open to the public Tuesday through Friday from 7:30 a.m. - 5:00 p.m., Saturday 8:00 a.m. - 12:00 p.m. It is closed on Sunday and Monday. This facility provides a location where residents of Christian County can drop off certain recyclable materials. The facility accepts mixed plastics, cardboard, aluminum cans, tin cans, loose paper, books and magazines.

The County wishes to contract with a company that will pick up the recycling from the Recycling Center after it has been baled by Christian County and loaded into a semi trailer for pickup.
Exception: Tin Cans and Paper are not baled; they are placed in

Gaylord boxes. When the boxes are full, they are placed in the trailer.

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 10:00 a.m. on September 15, 2023.

A pre-proposal conference will be held at the Purchasing Office (not the Recycling Center) located in the Christian County Employee Services Building at 10:00 a.m. (CST) on Wednesday, September 6, 2023

**Christian County Employee Services
Purchasing Department
202 W. Elm Street
Ozark, Missouri 65721**

A site tour of the Recycling Center building will be given after the preproposal conference. Vendors are not required to attend the pre-proposal conference; however, it is highly encouraged. Please contact purchasing at 417-582-4309 or email purchasing@christiancountymo.gov to register for the pre-proposal conference. This visit will familiarize prospective bidders with the buildings and all the environmental conditions that may affect the work involved.

SCHEDULE OF EVENTS

EVENTS	DATE/TIME
RFP Distribution	08-31-23
Preproposal Meeting and Site Tour	09/06/23@ 10:00 a.m.
Proposal Due Date	09/21/23@ 10:00 a.m.
Target Date for Review of Proposals	09/27/23
Anticipated decision and recommendation to Commission	10/03/23

CURRENT RECYCLING MATERIAL HAUL OFF SERVICES PROCESS:

Currently our vendor provides an empty semitrailer, pallets, wire (for

the bails), and gaylord boxes. When the trailer is full, the Recycling Center personnel contacts the vendor for pickup. The vendor arrives within 48 hours of contact. The vendor hooks up the full trailer to be recycled and drops one empty trailer for filling at the Recycling Center.

REVENUE:

The vendor pays Christian County by weight. Each material loaded is weighted and the vendor pays the County the agreed rate per ton for each type of materials. See LINE ITEMS tab for your response. Also, see under ATTACHMENTS tab what previous contractor supplied for breakdown of recycled materials they received from Christian County.

REVENUE CHECKS:

Checks should be made to Christian County Commission within **30 DAYS** of receipt of recycled materials from the Recycling Center.

EVALUATION:

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations, and a Best and Final offer (BAFO)) may be held only with selected firms from those firms who meet Christian County's requirements and fall within the competitive ranges as determined by Christian County. Christian County reserves the right to award a contract to a firm solely on the basis of this initial proposal submitted and without any further interview, discussions and negotiation. Each Proposers must comply with the requirements contained in the RFP.

Christian County will evaluate each proposal to determine which is the lowest and best (i.e., Best Value).

If Christian County determines that a proposal has failed to meet an acceptable level on any factor listed below, the County may reject that proposal.

EVALUATION CRITERIA

In evaluating the proposals, Christian County will use the following evaluation factors to determine the lowest and best proposal. Deviation from the requirements will be evaluated, but may, in the discretion of the Purchasing Agent, result in rejection of a proposal.

70% Total Cost

30% Adherence to RFP requirements, including responses to questions under Attributes, Line Items and References.

Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.

Based on the evaluation process described, the Evaluation Committee comprised of Christian County employees, will review the proposals.

BIDDER'S RESPONSIBILITIES

By submitting a proposal electronically in the electronic bidding portal, each bidder represents that he is familiar with, assumes full responsibility for having familiarized himself with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances.

It is the responsibility of the bidder to have the proposal submitted on or before the deadline stated in this packet on the proper forms.

It is the responsibility of the bidder to examine and review projects and specifications. All bidders are responsible to verify the quality, availability, and schedule of any products that they may need for this proposal.

It is the responsibility of the bidder to provide all the required documents requested in this RFP.

TERMS AND CONDITIONS:

The vendor is cautioned when submitting forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that this agreement shall govern. **Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.**

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

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BILLING AND PAYMENTS:

Invoices, when applicable, will be submitted to **Christian County Commission, 100 W Church St, Room 100, Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice.

Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US) - REQUIRED ONCE AWARD IS MADE
Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized affidavit stating:

1. That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

2. That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A copy of the affidavit is attached to this RFP.

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

TRANSIENT EMPLOYER LAW:

nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or

2. Proof of exemption from Section 285.230 R.S. Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County in regards to the transient employer law.

Questions? See <http://dor.mo.gov/business/register/or> call (573) 751-0459.

CONTRACT DOCUMENTS:

The entire agreement will consist of the Contract Documents. The Contract Documents will consist of (listed in order from highest to lowest precedence): Change Orders, Agreement, Response to BAFO, Request for BAFO, Addenda to RFP, RFP, and the proposal (but not the exceptions). There will not be a BAFO or Request for BAFO if Christian County accepts the Response to RFP without change. There will be no contract between the parties unless and until Christian County issues a Notice of Award accepting the BAFO or Response to RFP and the parties sign the Agreement.

EXCEPTIONS IN THE RFP WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.

All contracts MUST be approved by a majority of the County Commission, attested by the County Clerk, approved to form by the County Attorney and certified by the County Auditor.

Change Order – a change to the Contract Documents in a written document signed by the parties after they have signed the Agreement.

BAFO – the Best and Final offer of the Contractor that is in response to the Request or BAFO.

Request for BAFO – The document issued by Christian County that incorporates the terms negotiated by the parties following the opening of the Response to RFP and requests Contractor to make his best and final offer.

QUESTIONS/REQUESTS FOR SUBMITTAL:

Bidder shall include with submission in electronic bidding portal, of proposal sufficient and detailed responses to the following questions and/or requests for submittals. Responses should be submitted in a clear form. Failure to provide this information as instructed may result in rejection of proposal

1. Bidder to provide complete details as to how their firm is qualified to perform the work identified within this RFP. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this RFP.

- Provide the project manager name, contact information and provide a copy of his resume.
- Details, experience and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to this RFP.
- Provide any certifications you may have for the industry standards.
- General company information (years in business, name changes, etc.)·

Information on applicable prior projects completed for Christian County Commission.

Listing of equipment:

- a. Type of equipment to be used for work under this contract.

PROPOSAL OPENING:

All proposals to be submitted in the portal by September 21, 2023, before 10:00 a.m.

Proposals will be opened publicly, **via the electronic bidding portal, at 10:00 a.m. on September 21, 2023.**

Only the names of the offerors will be read aloud at the proposal opening. Evaluations of proposal(s) will be made available upon award of contract.

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is in Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins Purchasing Manager
Address: Christian County Purchasing
202 West Elm Street
Ozark, MO 65721
Email: khopkins@christiancountymo.gov

Republic Services Information

Address: 2115 W Bennett
Springfield, MO 65807
Phone: (417) 268-1204

By submitting your response, you certify that you are authorized to represent and bind your company.

Byron Wilcox

Signature

Submitted at 9/21/2023 09:31:52 AM (CT)

BWilcox@RepublicServices.com

Email

Requested Attachments

DECLARATION PAGE

DECLARATION_PAGE -
Signed.pdf

This must be printed out, filled out and signed. Please upload this Declaration Page when completed. Declaration: The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original request for proposal. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

BID PRICING - ATTACH HERE

Christian County Recycling Center
- Pricing for Bid #2023-17.docx

Please upload your bid pricing attachment using the OBM/PPW Board Market Publication index, if applicable. Just so you know, you do not have to bid on all categories, but be clear on the categories you are bidding. The date the bid closes is the date we will use to begin the pricing. Please note that evaluations must be made, and the Commission must approve awards. Christian County may request clarification.

Bid Attributes

1 Christian County Terms and Conditions

Christian County Bidder Requirements Terms and Conditions

Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS REV. 0423 and acknowledge your acceptance below.

Acknowledged

2 Exceptions to Christian County Bidder Requirements Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions

If responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS REV. 0423, please provide details below. If no exceptions, please enter N/A.

We propose to use the RecycleMarkets.net index for commodities that are not listed in the OBM/PPW Board Market Publication index. We feel this will ensure that Christian County always receives fair pricing. Copies of the index can be provided monthly with the OBM/PPW.

3 Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

4 Bid Attachments

It is necessary to download and review all attachments that pertain to this event. Please note that Addendum One has been included.

☒ I have downloaded and read all attachments.

5 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing Agent during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

6 Attachments Required

Be sure to upload all required documents and forms to the Response Attachments" tab of this bid event.

7 Bid Opening

Any proposal received later than the specified time will not be accepted. Any questions pertaining to the proposal procedures should be addressed to the Purchasing Agent at purchasing@christiancountymmo.gov. No bids shall be sent to this email address. The bids go only through this electronic bid system.

If the County office electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next County calendar business day, unless the bidder is otherwise notified by the County, the time of day for submission shall remain the same.

8 BIDDER REQUIREMENTS

BIDDER REQUIREMENTS
The following items require an answer

9 Conflict of Interest Questionnaire

Does the vendor have a Conflict of Interest with Christian County?

No

10 Conflict of Interest Questionnaire Part 2

If there is a Conflict of Interest with Christian County, please enter the name and details below. If no conflict exists enter N/A.

N/A

11 Anti-Collusion Statement

I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

☒ Checkbox

1
2**Debarment and List of Suspension**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

1
3**Cooperative Purchasing**

The vendor should indicate by checking "yes" or "No" in the indicated space below if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri.

Note: Indicating no will not affect the evaluation of your bid.

1
4**References 1**

Please provide three references of companies you have done business with in the past five years with a similar scope and size project.

Name of Company:

Representative Name

Representative Email

Representative Phone

1
5**Reference #2**

Please provide three references of companies you have done business with in the past five years with a similar scope and size project.

Name of Company:

Representative Name

Representative Email

Representative Phone

1
6**Reference #3**

Please provide three references of companies you have done business with in the past five years with a similar scope and size project.

Name of Company:

Representative Name

Representative Email

Representative Phone

1
7**Renewals**

We anticipate this contract to be valid for a period of one (1) year from the Date of Award.

Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of four (4) additional years.

If exercised, the option shall be executed as quoted herein subject to a **maximum percentage** of increase, for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.

1. First Renewal Period estimated (**year 2**): Maximum Increase _____%.
2. Second Renewal Period estimated (**year 3**): Maximum Increase _____%.
3. Third Renewal Period estimated (**year 4**): Maximum Increase _____%.
4. Fourth Renewal Period estimated (**year 5**): Maximum Increase _____%.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Contract Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

1
8**VENDOR PROCESS**

Explain your Hauling of Recycled Materials business process so that Christian County has a clear picture of expectations, should you be awarded the contract.

Provide any details that you feel are important for the evaluation committee to know.

Freight and/or material costs, if applicable, should be inserted into the lines below (. Be specific and concise please. You will also include your pricing for tonnage under LINE ITEMS tab.

1
9**Materials**

Do you charge for any materials, i.e. wire, boxes.

2
0**Material Costs**

If yes, please state below the items to be charged and the cost. Please give the correct UOM next to the cost, i.e. roll, case, carton.

If you do not charge for your supplies please type N/A.

2
1**Freight**

Do you charge for freight?

2
2**Freight Continued**

If you charge for freight, please explain your calculations. If you do not charge for freight type N/A.

2 3	Notice for Pickup The Recycling Center calls when the trailer is full to be picked up. The trailer is picked up within 48 hours. Once a call is made to your company for pickup, how long should we anticipate before pickup is made? Please state below in HOURS. Less than 48 HOURS
2 4	SUBCONTRACTORS Each bidder must submit with its proposal the names of all Subcontractors and major suppliers of material and equipment that it intends to use on the job. The County reserves the right to object to any Subcontractor or Supplier. List items to be subcontracted with proposed subcontractor (if applicable): If no subcontractors then write N/A. N/A
2 5	AUTHORIZED SIGNATURE As authorized signatory, you are agreeing that you have legal authority to sign on behalf of your company. Is this correct? Note: If you enter NO this bid will be nonresponsive. YOU MUST UPLOAD THE DECLARATION PAGE with a wet signature or you bid will be nonresponsive. See bid attachments to print the Declaration Page and upload in the Response page. Yes
2 6	DECLARATION The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. By clicking "I have read and accept" you are declaring that you are approving the above Yes

Bid Lines

1	Line deleted as part of an Addendum
2	Line deleted as part of an Addendum
3	Line deleted as part of an Addendum
4	Line deleted as part of an Addendum
5	Line deleted as part of an Addendum

Response Total: 0