



CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
218 E. CENTRAL
SPRINGFIELD, MO 65802
Buyer: Todd Cox
Email: tc Cox@springfieldmo.gov
Phone: (417) 864-1708 Fax: (417) 864-1927

REQUEST FOR PROPOSALS (RFP) #066-2020
TITLE-SIGNATURE PAGE

The City of Springfield will accept delivered proposals from qualified persons or firms interested in providing the following:

BULK SALE OF WOOD MULCH

IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES

PROPOSALS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO THE CLOSING DATE OF THURSDAY, MARCH 12th, 2020, AT 3:00 P.M., CST.

The cutoff for any questions pertaining to this solicitation is March 5, 2020 at 12:00 P.M., CST.

Any questions shall be submitted in writing to the buyer identified above.

Proposers are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.

The undersigned certifies that he/she has the authority to bind this company in a contract to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

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

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.

Form with fields: Company Name, Authorized Person (Print), Address, Signature, City/State/Zip, Title, Telephone #, Fax #, Date, Tax ID #, E-mail, Entity Type, Missouri Charter Number or Exemption Number

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PART I
DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

The City of Springfield, Missouri is seeking proposals from qualified contractors to provide long-term purchase, storage, transport, and beneficial use of wood mulch produced at the Yard Waste Recycling Center in Springfield. This facility is an existing facility that produces different grades of wood mulch from woody materials delivered by area residents. This facility is staffed by City personnel during normal business hours. Loading of mulch material for transport onto awarded contractor's vehicles will be performed by City personnel. Delivery of mulch material to awarded contractor's facility may be available depending on location and terms of the proposal. A link for this facility is located below, and a tour may be arranged prior to the RFP submission deadline.

<https://www.springfieldmo.gov/Facilities/Facility/Details/Yardwaste-Recycling-Center-3>

1.1 Description of Operations or Background:

The City regularly receives large volumes of brush and wood chips which is converted into varying grades of wood mulch. The City recognizes that these materials consume landfill space, and, if properly handled, can be recycled and diverted from the waste stream to conserve landfill space and natural resources.

The City's desire would be to form a partnership with a qualified respondent who can provide long-term purchase, storage, transport, and beneficial use of wood mulch produced at the Yard Waste Recycling Center and provide the citizens of Springfield and the region with a viable option for recycling these materials.

2.0 SCOPE OF SERVICES:

The City prefers the contractor provide the vehicles, facilities, and other equipment necessary to purchase, transport, and reuse a minimum of 5,000 cubic yards of material on an annual basis. The City seeks qualified Contractor's to propose an overall project approach that will meet the following minimum criteria in efforts to remove wood waste and processed wood mulch from the waste stream in Springfield and the surrounding region.

2.1 Contractor Responsibilities:

- 2.1.1 Provide per unit long term pricing for the purchase of a minimum of 5000 cubic yards of wood chips and mulch on an annual basis from the Yard Waste Recycling Center.
- 2.1.2 Provide transportation of wood mulch and other products within seven (7) days of notification of material being ready for pick-up at City facilities.
- 2.1.3 Provide documentation of wood mulch used in product and diverted from landfill.
- 2.1.4 Provide local jobs and business opportunities by recruiting Springfield area partners and employees to manage and work at applicant's facility.
- 2.1.5 Provide satisfactory terms for storage of a minimum of 1000 cubic yards of mulch and wood chips at applicant facility.
- 2.1.6 Provide per unit pricing for City delivery of products to applicant facility.

3.0 CITY PROVIDED SERVICES:

The City of Springfield will provide loading of Contractor trucks or transportation vehicles during normal City facility operating hours

4.0 TIMELINE:

4.1 Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule, but it may change due to different circumstances.

Post RFP Notification	February 14, 2020
Question Cutoff date	March 5, 2020@ 12:00 P.M., CST
Receive Proposals	March 12, 2020 @ 3:00 P.M., CST
Meet to review	Week of March 16, 2020
Interviews if necessary,	Week of March 23, 2020
Notice of Recommendation for Award	Week of April 6, 2020
Notice to Proceed	Week of April 20, 2020

PART II
STANDARD INSTRUCTIONS TO OFFERORS AND CONDITIONS OF REQUEST FOR PROPOSAL

1.0 PREPARATION OF PROPOSALS:

- 1.1 By submitting a proposal, the Offeror certifies that he has fully read and understands the proposal method and has full knowledge of the scope, nature and quality of the work to be performed.
- 1.2 All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.
- 1.3 The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Missouri tax ID #12493651.

2.0 SUBMISSION OF PROPOSALS:

- 2.1 A Proposal submitted by an Offeror must (1) be manually, electronically or digitally signed by the authorized agent of the Offeror on the Division of Purchases Request For Proposal Affidavit of Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; with one (1) original and the specified number of copies of the Proposal; (5) include a security deposit if one is required ; and (6) be physically received by the Division of Purchases and officially time stamped no later than the exact time and date specified in this Request For Proposal.
- 2.2 The sealed envelope or container containing a Proposal should be clearly marked on the outside with (1) the official Request for Proposal number and (2) Offeror's name and address.
- 2.3 Do not submit Proposals in response to other solicitations in the same sealed envelope. If more than one Proposal is submitted in the same container, your Proposal may be rejected as non-responsive.
- 2.4 Incurred Expenses: The City is not responsible for any expenses which Offerors may incur in preparing and submitting Proposals called for in this Request for Proposal.
- 2.5 Late Proposals: Proposals received by the City after the time specified for receipt will not be considered. Offerors shall assume full responsibility for timely delivery of the Proposals to the location designated for receipt of Proposals. The City of Springfield is not responsible for the United States Postal Service or private couriers in regard to mail being delivered by the specified time so that a Proposal can be considered. All Proposals will be received at the time and place specified and made available for public inspection when a fully executed contract is in place.
- 2.6 Completeness: All information required by the Request for Proposal must be supplied to constitute a responsive Proposal. The City of Springfield reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right. **Proposers are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.**

- 3.0 LEGAL NAME AND SIGNATURE:** Proposals shall clearly indicate the legal name, address, e-mail address, telephone number, and fax number of the Offeror (company, firm, corporation, partnership, or individual). Proposals may be manually, electronically or digitally signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to legally bind the company to the submitted Proposal. Failure to properly sign the Proposal form shall invalidate same, and it shall not be considered for award.

4.0 MODIFICATIONS, CORRECTIONS, OR WITHDRAWAL OF PROPOSALS:

- 4.1** Proposals may be modified or withdrawn by written notice received prior to the official due date and time specified. A Proposal may also be withdrawn or modified in person by the Offeror or their authorized representative provided proper identification is presented before the official due date and time. Verbal phone requests to withdraw or modify a Proposal will not be considered.
- 4.2** 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 Proposal.
- 4.3** After the official due date and time, no Proposal may be modified.

5.0 CLARIFICATION AND ADDENDA:

- 5.1** Each Offeror shall examine the Request for Proposal 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 Proposal shall be made through the Division of Purchases in writing. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.
- 5.2** It shall be the responsibility of each Offeror, prior to submitting their Proposal, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Proposal at: <http://www.springfieldmo.gov/bids.aspx>

6.0 RESPONSIVE AND RESPONSIBLE OFFEROR: To be considered a responsive Offeror, the Offeror shall submit a Proposal which meets the minimum requirements set forth in the Request for Proposal. To be a responsible Offeror, the Offeror shall have the capability in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

7.0 RESERVED RIGHTS:

- 7.1** The City reserves the right to make such investigations as it deems necessary to make the determination of the Offeror's responsiveness and responsibility. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, past performance records, and any additional documentation as deemed necessary by the City.
- 7.2** The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

8.0 THE RIGHT TO AUDIT: The Offeror 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 Offeror's records pertaining to the work/product for a period of three (3) years after final payment.

9.0 RIGHT TO PROTEST:

- 9.1** Appeals and remedies are provided for in the Springfield City Code and Purchasing Manual. Protestors shall seek resolution of their complaints with the City Purchasing Agent.
- 9.2** Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

10.0 ETHICAL STANDARDS: With respect to this RFP, if any Offeror violates or is a party to a violation of the general ethical standards of the City Procurement Code and Purchasing Manual or the State of Missouri Statutes, such Offeror may be disqualified from furnishing the goods or services for which the Proposal is submitted and shall be further disqualified from submitting any future Proposals. A copy of the City's General Ethical Standards is available at the Division of Purchases.

11.0 COLLUSION: By offering a submission to this Request for Proposal, the Offeror certifies it has not divulged, discussed, or compared the Proposal with other Offerors and has not colluded with any other Offeror or parties to this RFP whatsoever. Also, the Offeror certifies, and in the case of a joint Proposal, each party thereto certifies as to their own organization, that in connection with this RFP:

11.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or contract for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Offeror or with any competitor.

11.2 Any prices and/or cost data for this Proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to the scheduled official due date directly or indirectly to any other Offeror or to any competitor.

11.3 No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

11.4 The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into.

11.5 No person or agency has been employed or retained to solicit or secure this contract upon a contract 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.

12.0 CONFLICT: By submission of its response, the bidder certifies that they are in compliance with items 12.1 through 13.4.

12.1 No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor/Consultant covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor/Consultant further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor/Consultant. City of Springfield Charter Sec. 19.16 also prohibits City board members from contracting with the department the board administrates or with the board he or she is a member of. Please be aware that you have a duty to disclose any member of your business that has a position on a City of Springfield board or commission, is a City Council Member, a City employee, or the spouse or dependent child of a City employee. Failure to do so may render the contract with the City of Springfield void and result in the board member or City Council member or City employee forfeiting his or her job with the City. Additionally, it may be a violation of state law. If you would like more information on this contact the City or review City Charter Section 19.16 and Section 105.452 RSMo.

NOTE: COMPLETION AND SUBMITTAL OF FORM NO. 8.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST MUST BE SUBMITTED WITH YOUR BID RESPONSE TO BE CONSIDERED RESPONSIVE.

13.0 DEBARMENT AND SUSPENSION STATUS:

13.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

13.2 Offeror has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

13.3 Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

13.4 Offeror has not, within a three-year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

14.0 RFP FORMS: Unless otherwise specified, Offerors must use the Request for Proposal Forms furnished by the City. Failure to do so shall be grounds for rejection of the proposal. Offerors must indicate any exceptions to the City's requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. **Taking exception to the specifications and/or terms and conditions MAY render the Offeror's proposal non-responsive and may remove it from consideration for award (depending on the Offeror's noted exceptions).** All exceptions will be reviewed on a case by case basis. If no exceptions are noted Offerors must fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your proposal is accepted.

15.0 LIABILITY AND INDEMNITY

15.1 In no event shall the City be liable to the Offeror 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.

15.2 The Offeror 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 sub-contract thereunder (the Offeror hereby assuming full responsibility for relations with offerors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Offeror.

15.3 The Offeror shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this contract or any sub-contract, 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.

- 15.4** The indemnification obligations of the Offeror hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Offeror, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
- 15.5** The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
- 15.6** The Offeror affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.
- 16.0 PAYMENT TERMS:** Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable. If an Offeror 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.
- 17.0 REGULATIONS:** It shall be the responsibility of each Offeror to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- 18.0 PROPOSAL OPENING:** A public opening shall take place at the date and at the time specified on the Proposal form. Only the name of the Offerors that submitted Proposals will be read aloud. All other information shall remain confidential during the evaluation process. After a fully executed contract is in place, Offeror's may request a debriefing and Proposal files may be examined during normal working hours by appointment.
- 19.0 REQUEST FOR ADDITIONAL INFORMATION:** The Offeror shall furnish such additional information as the City of Springfield may reasonably require. This includes information which indicates financial resources as well as ability to provide services. The City reserves the right to make investigations of the qualifications of the Offeror as it deems appropriate.
- 20.0 CONTRACT DOCUMENTS:** If it is determined that a contract be issued via this solicitation, the contract between the City of Springfield and the Contractor shall generally consist of: (1) applicable contract document, (2) the Request for Proposal, and any addenda thereto and, (3) the Proposer's proposal, as accepted, submitted in response to the Request for Proposal, and (4) any negotiated Best and Final Offer. Any agreement, contract, or purchase order resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City.
- 20.1** Any contract resulting from this solicitation may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.
- 20.2** The successful Offeror shall have ten (10 days) after receipt of the Notice of Recommendation for Award letter to return all requested documentation as required by the Request for Proposal. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.
- 21.0 CONFIDENTIALITY OF DOCUMENTS:** Any reports, data, design or similar information given to or prepared or assembled by the Architect under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Architect without prior written approval of the City.
- 22.0 EQUAL OPPORTUNITY CLAUSE:** The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all qualified firms/providers that the City affirmatively ensure that minority businesses will be afforded full opportunity to submit

a proposal in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

22.1 The City of Springfield encourages the participation of Disadvantage Business Enterprises (DBEs). If your firm is a designated DBE, please be sure and identify such on the enclosed **FORM NO. 7 AFFIDAVIT OF COMPLIANCE**.

PART III
FORMAT, CONTENT, AND SUBMISSION OF PROPOSALS

- 1.0 FORMS AND ATTACHMENTS:** The Affidavit of Compliance Form is required to be sent with your Proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any addenda to the RFP shall be acknowledged on this form. The Proposal shall be signed by a party authorized by law to bind the Offeror, such as an officer listed on a corporation's filing with the Missouri Secretary of State, an owner, or a managing member of an LLC or partnership.
- 2.0 PROPOSAL DUE DATE:** Sealed Proposals with one (1) original, one (1) electronic copy to be submitted on a flash/thumb drive and three (3) complete paper copies will be received at the Division of Purchases no later than 3:00 p.m., Thursday March 12, 2020. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery:
CITY OF SPRINGFIELD, MO
TODD COX
218 E. CENTRAL
SPRINGFIELD, MO 65802

Submitted sealed envelopes should be marked:
 "REQUEST FOR PROPOSAL: #066-2020
 Offeror's Name and Address

- 3.0 ADDENDA:** If it becomes necessary to revise or amend any part of this Request for Proposal, an addendum will be posted on the City's website at www.springfieldmo.gov/bids. All addenda shall be executed and submitted with proposal.

4.0 SELECTION PROCESS:

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals:

- a. Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.
- b. The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.
- c. The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest-ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the contract including cost without engaging in an interview process.
- d. The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

Step Two: Short List Interviews

- a. The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top-rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top-ranking firm if the City determines interviews are necessary.

- b. The Interview Ranking Score Sheet for the evaluation of interviews is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.
- c. The Project Manager checks reference(s) once a short list is determined. A reference check information memo is prepared by the Project Manager and distributed to the interviewing committee. Reference check information may be considered part of the interview process and is taken into consideration pertaining to the firm's Experience & References criteria.
- d. Upon selection of the top-rated firm, the City may negotiate the specific terms of the contract including cost.

Step Three: Best and Final Offer (BAFO): The City reserves the right to conduct pre-award discussions, interviews, pre-contract negotiations, and if necessary a best and final offer (BAFO) with any or all responsive and responsible Offerors who submit Proposals determined to be reasonably acceptable of being selected for award. The City reserves the right to award a contract to a firm solely based on their initial proposal submitted without any further interview, discussion and negotiations.

- 4.1 Interviews:** The City reserves the right to conduct personal interviews or require presentations of any or all Offerors prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interviews/presentations (i.e., travel, accommodations, etc.)
- 4.2 Negotiations:** The City reserves the right to enter into negotiations with the highest-ranking firm. If negotiations with the highest-ranking firm fail, the City may enter into negotiations with the second highest-ranking firm and so on until a contract is executed or if all negotiations fail a new solicitation may be warranted.

5.0 AWARDS:

- 5.1** Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the Proposal. However, such discounts are encouraged to motivate prompt payment.
- 5.2** As the best interest of the City may require, the right is reserved to make awards; to reject any and all Proposals or to waive any minor irregularity of technicality in Proposals received.
- 5.3** Award will be made based upon Evaluation Committee recommendation after Proposals have been scored based upon award criteria specified herein.
- 5.4** Each Proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Offeror and the City; and shall bind the Offeror to furnish and deliver at the price, and in accordance with the conditions of said accepted Proposal and detailed specifications.

6.0 BUDGETARY CONSTRAINTS: The City reserves the right to reduce or increase the quantity, retract any item and/or service from the Proposal, or upon notification, terminate entire contract without any obligations or penalty based upon availability of funds.

7.0 ORDER OF PRECEDENCE: Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Offerors, shall take precedence.

8.0 AFFIDAVIT FOR SERVICE CONTRACTS: The Offeror represents, in accordance with RSMO 285.530.2 that they have not employed, or sub-bid with, unauthorized aliens in connection with the scope of work to be done under the RFP and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the RFP, knowingly employ, or sub-bid with, any person who is an unauthorized alien.

9.0 OPEN COMPETITION: It is the intent and purpose of the Division of Purchases that the Request for Proposal process permits free and open competition. However, it shall be the Offeror's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise

prohibits the submission of a Proposal. The notification should be received by the Division of Purchases at least ten calendar days prior to the specified Request for Proposal due date and time.

10.0 ADDITIONAL PURCHASES BY OTHER PUBLIC AGENCIES: The Offeror by submitting a proposal authorizes other public agencies to “Piggy-Back” or purchase equipment, products, and services being proposed in this Request for Proposal unless otherwise noted on the Affidavit of Compliance Form.

11.0 COMPLIANCE: The following items shall be provided by proposer to the City of Springfield Division of Purchases. To be considered complete and responsive, Proposer must submit all Pages identified with “**RETURN THIS PAGE**” of this RFP document as well as the specified number of copies. **Proposers are to submit all pages of this RFP identified with “RETURN THIS PAGE” stated on the bottom right corner of said pages. Failure to do so may render your proposal non-responsive.**

11.1 To be provided with proposal submittal:

- Form No. 1: Provider Profile
- Form No. 2: Key Outside Consultants
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Narrative
- Form No. 6A: Payment Breakdown
- Form No. 7 AFFIDAVIT OF COMPLIANCE (Always Applicable)
- Form No. 8: CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST (Always Applicable)
- Executed Addenda (If Applicable)

11.2 To be provided prior to the issuance of a contract:

- Business License (if applicable),
- Certificate of Insurance (COI) naming the City of Springfield as additional insured. NOTE: COI shall identify the **SAME** legal entity company name as reflected on the respondent’s W-9.
- W-9 (new vendor only). NOTE: W-9 shall identify the **SAME** legal entity company name as reflected on the awarded respondent’s Certificate of Insurance (COI).
- Work Authorization Affidavit (if applicable),
- E-Verify Signature page (if applicable).

11.3 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 on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>

11.4 Respondents legal entity company name must be identified the SAME on their W9 and Certificate of Insurance (COI).

12.0 SAMPLE CONTRACT: The City has included with this RFP a sample contract for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit a contract which differs from the following example:



City of Springfield
Division of Purchases
218 E Central
Springfield, MO 65802
Ph. 417-864-1620
Fax 417-864-1927

BUYER
Company Name: _____
Attn: _____
Address: _____

Ph. _____
Fax _____

SALES AGREEMENT

THIS SALES AGREEMENT (the "Agreement") dated this _____ day of _____, _____

BETWEEN:

The City of Springfield, Missouri
(the 'Seller')

OF THE FIRST PART

-AND-

(the 'Buyer')

OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Sales Agreement the parties to this Agreement Agree as follows:

1. **Sale of item**

The Seller shall sell, transfer and deliver to the Buyer the following goods, and perform the below services, on or before the ____ day of _____, 20__ (the 'item'):

The Seller shall provide the following services to the Buyer:

2. **Purchase Price**

The Buyer shall accept the item and pay for the item with the sum of _____ (\$0.00) USD (the "Purchase Price"), paid by cashier's check as required in clause 4 of this Agreement.

The Seller and the Buyer both acknowledge the sufficiency of this consideration. In addition to the Purchase Price specified in this Agreement, the amount of any present or future sales, use, excise or similar tax applicable to the sale of the item shall be paid by the Buyer, or alternatively, the Buyer shall provide the Seller with a tax exemption certificate acceptable to the applicable taxing authorities.

The Buyer shall make payment for the item at the time when, and at the place where, the item is received by the Buyer or, in the alternative, when any document of the title or registrable bill of sale, bearing any necessary endorsement, is tendered to the Buyer.

3. **Delivery of item**

The item shall be deemed received by the Buyer when delivered to the Buyer at _____. The method of shipment shall be within the discretion of the Buyer. However, the Seller shall only be responsible for the lesser of truck freight or rail freight to the Buyer.

4. **Risk of Loss**

The risk of loss from any casualty to the item, regardless of the cause, shall be on the Seller until the item have been received by the Buyer. The Buyer shall provide, at its expense, insurance on the item insuring the Seller's and the Buyer's interest as they appear, until payment in full to the Seller.

5. **Warranties**

THE ITEM IS SOLD 'AS IS' AND THE SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Seller does not assume or authorize any other person to assume on the behalf of the Seller, any liability in connection with the sale of the item. The Seller's above disclaimer of warranties does not, in any way, affect the terms of any applicable warranties from the manufacturer of the item.

The Buyer has been given the opportunity to inspect the item or to have it inspected and the Buyer has accepted the item in its existing condition. Further, the Seller disclaims any warranty as to the conditions of the item.

6. **Title**

Title to the item shall remain with the Seller until delivery and actual receipt of the item by the Buyer or, in the alternative, the Seller delivers a document of title or registrable Bill of Sale of the item, bearing any necessary endorsement, to the Buyer.

7. **Security Interest**

The Seller retains a security interest in the item until paid in full.

8. **Inspection**

Inspection shall be made by the Buyer at the time and place of delivery.

9. **Claims**

The Buyer’s failure to give notice of any claim within 10 days from the date of delivery shall constitute an unqualified acceptance of the item and a waiver by the Buyer of all claims with respect to the item.

10. **Excuse for Delay or Failure to Perform**

The Seller shall not be liable in any way for any delay, non-delivery or default in shipment due to labor disputes, transportation shortage, delays in receipt of material, priorities, fires, accidents and other causes beyond the control of the Seller or its suppliers. If the Seller, in its sole judgment, shall be prevented directly or indirectly, on account of any cause beyond its control, from delivering the item at the time specified or within one month after the date of this Agreement, then the Seller shall have the right to terminate this Agreement by notice in writing to the Buyer, which notice shall be accompanied by full refund of all sums paid by the Buyer pursuant to this Agreement.

11. **Remedies**

23.0 The Buyer’s exclusive remedy and the Seller’s limit of liability for any and all losses or damages resulting from defective items or from any other cause shall be for the Purchase Price of the particular delivery with respect to which losses or damages are claimed, plus any transportation charges actually paid by the Buyer.

12. **Cancellation**

The Seller reserves the right to cancel this Agreement:

- a. if the Buyer fails to pay for any shipment when due;
- b. in the event of the Buyer’s insolvency or bankruptcy; or
- c. if the Seller deems that its prospect of payment is impaired.
- d. **Termination for Convenience** - The City shall have the right at any time upon written notice to Service Provider to terminate and cancel this Contract, without cause, for the convenience of the City, and Service Provider shall immediately stop work upon issuance of such notice. In such event City shall not be liable to Service Provider except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Service Provider for the performance of the cancelled portions of the Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Service Provider.

13. **Notices**

Any notice to be given or document to be delivered to either the Seller or Buyer pursuant to this Agreement shall be sufficient if delivered personally or sent by prepaid registered mail to the address specified below. Any written notice or delivery of documents shall have been given, made and received on the day of delivery if delivered personally, or on the third (3rd) consecutive business day next following the date of mailing if sent by prepaid registered mail:

SELLER: _____ of

BUYER: _____ of

14. General Provisions

- 14.1 Headings are inserted for the convenience only and are not to be considered when interpreting the Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 14.2 All representations and warranties of the Seller contained in this Agreement shall survive the closing of this Agreement.
- 14.3 This Agreement cannot be modified in any way except in writing signed by all the parties to the Agreement.
- 14.4 This Agreement shall be governed by the construed in accordance with the laws of the State of Missouri, including the Missouri Uniform Commercial Code and the Seller and Buyer hereby attorn to the jurisdiction of the Courts of Greene County Missouri.
- 14.5 Except where otherwise stated in this Agreement, all terms employed in this Agreement shall have the same definition as set forth in the Uniform Commercial Code in effect in the State of Missouri on the date of execution of this Agreement.
- 14.6 If any clause of this Agreement is held invalid by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause shall be deleted from this Agreement and the balance of this Agreement shall remain in full force and effect.
- 14.7 This Agreement shall inure to the benefit of and be binding upon the Seller and Buyer and their respective successors and assigns.
- 14.8 This Agreement may be executed in counterparts. Facsimile or electronic signatures are binding and are considered to be original signatures.
- 14.9 Time is of the essence in this Agreement.
- 14.10 This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The Buyer acknowledges that it has not relied upon any representations of the Seller as to prospective performance of the item but has relied upon its own inspection and investigation of the subject matter.

13.0 RENEWAL OPTION:

- a. The City reserves the right to negotiate this contract for three or four (4) additional one-year renewal periods.

14.0 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS: To ensure fair consideration for all Offerors, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided. Additionally, the City prohibits communications initiated by an Offeror to the City official(s) or employee(s) evaluating or considering the Proposals prior to the time a fully executed contract is in place. Any communication between Offeror and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the Proposal. Such communications initiated by an Offeror may be grounds for disqualifying the offending Offeror from consideration for award of the Proposal and/or any future Proposal(s).

14.1 Any questions relative to interpretation of specifications or the Proposal process shall be addressed to the Buyer in writing, in ample time before the period set for the receipt and opening of Proposals. No inquiries, if received after the deadline for final questions date listed in the Scope of Work will be given any consideration. Any interpretation made to prospective Offerors will be expressed in the form of an addendum to the RFP which, if issued, will be conveyed in writing to all prospective Offerors by the City's response to question date listed in the Scope of Work.

14.2 It will be the responsibility of the Offeror to contact the Division of Purchases prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge addendum with the Proposal.

14.3 Successful Offeror will be notified electronically.

15.0 CRITERIA FOR AWARD: The Evaluation Committee will evaluate Proposals and a recommendation will be made to the Buyer. Each Proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the Offeror who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

15.1 30 number of points for Evidence of Experience & References with Similar Projects (FORM 3)

15.2 30 number of points for Expertise of Firm/Provider Personnel (FORM 4)

15.3 10 number of points for Applicable Resources (FORM 1, 2, AND 5)

15.4 15 number of points for Project Approach (FORM 5)

15.5 15 number of points for Payment Breakdown (FORM(S) 6 A) *

*On August 8, 2016, in General Ordinance 6301, City Council voted to amend the Springfield City Code, Chapter 2, Administration, Article VI, Finances, Division 2, Purchasing, Section 2-401, known as the Purchasing Manual, by amending Subsection 13-3.104.1. (D) to clarify the local preference provision and by deleting Subsections 13-3.105.2 and 13-3.105.3 to remove a conflicting local preference provision. This amendment specifies that when an RFP is evaluated, the score given to Offerors within the Springfield Metropolitan Statistical Area for the criteria of cost shall be increased by 10 percent of the total points possible for cost. **Points for cost shall be calculated by the Purchasing Division.**

ENCLOSURE I
PROPOSAL RANKING SCORE SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>15 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	13 - 15	9 – 10
Exceeds Acceptable	19 – 24	10 - 12	7 – 8
Acceptable	13 – 18	7 - 9	5 – 6
Marginal	0 – 12	0 – 6	0 – 4

	Evaluation Criteria	Maximum Points	Score
1.	<p>Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable) 	30	_____
2.	<p>Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City’s project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> • Project Manager • Project team • Sub-consultants (if applicable) 	30	_____
3.	<p>Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City’s project as listed on Forms 1, 2, and 5 of the RFP</p> <ul style="list-style-type: none"> • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4.	<p>Project Approach (FORM 5) Evaluate the firm/provider’s approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5.</p> <ul style="list-style-type: none"> • Project schedule and detailed approach is reasonable/responsive to City’s needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere. 	15	_____
5.	<p>Cost (FORM(S) 6 A) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>	15	_____

Ranked By: _____

TOTAL POINTS _____
(100)

ENCLOSURE II
INTERVIEW RANKING SCORE SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>15 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	13 - 15	9 – 10
Exceeds Acceptable	19 – 24	10 - 12	7 – 8
Acceptable	13 – 18	7 - 9	5 – 6
Marginal	0 – 12	0 – 6	0 – 4

Evaluation Criteria	Maximum Points	Score
1. Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable) 	30	_____
2. Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City’s project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: <ul style="list-style-type: none"> • Project Manager • Project team • Sub-consultants (if applicable) 	30	_____
3. Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City’s project as listed on Forms 1, 2, and 5 of the RFP <ul style="list-style-type: none"> • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4. Project Approach (FORM 5) Evaluate the firm/provider’s approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. <ul style="list-style-type: none"> • Project schedule and detailed approach is reasonable/responsive to City’s needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere. 	15	_____
5. Cost (FORM(S) 6 A) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	15	_____

Ranked By: _____

TOTAL POINTS
(100)

=====

ENCLOSURE III
TABLE OF CONTENTS FOR SUBMITTAL

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	EXECUTED ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form No. 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form No. 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: Form No. 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page _____ - _____
H.	RESUMES OF KEY PERSONNEL: Form No. 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page _____
I.	PROJECT APPROACH NARRATIVE: Form No. 5 provided (This form must be signed and dated).	Page _____ - _____
J.	PAYMENT BREAKDOWN: Form(s) provided: 6A	Page _____
K.	AFFIDAVIT OF COMPLIANCE Form No. 7	Page _____
L.	CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST (This form must be signed and dated). Form No. 8	
M.	STATEMENT OF NO PROPOSAL Form No. 9	Page _____

FORM NO. 1: PROVIDER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

1a. Provider /Firm is: National Regional Local

1b. Year Provider/Firm Established:

Years of Experience providing RFP identified services/project for municipalities:

Years of Experience **working with reusable materials and services**

1c. Licensed to do business in the State of Missouri: Yes No

1d. Principal contact information: Name, title, telephone number and email address:

1e. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this Joint Venture previously worked together? Yes No

FORM NO. 2: KEY OUTSIDE CONSULANTS

Each respondent must complete this form for all proposed sub-consultants.

SUB-CONTRACTOR #1

Name & Address

Role with this Project:

Worked with Primary Contractor Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing _____ services for reusable and connected services

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.
-

SUB-CONTRACTOR #2

Name & Address

Role with this Project:

Worked with Primary Contractor Before: ___ Yes ___ No

Year Firm Established:

- Years of Experience providing services for reusable materials and connected services
 - Complete Form 4 for all key personnel assigned to this project for this sub-consultant.
-

SUB-CONTRACTOR #3

Name & Address

Role with this Project:

Worked with Primary Contractor Before: ___ Yes ___ No

Year Firm Established:

- Years of Experience providing services for reusable and connected services
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

Note: if Primary Contractor is using not Sub-Contractors to administer this agreement please state N/A for non-applicable.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

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

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

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

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

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

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title:
- b. Project Assignment:
- c. Name of Service Provider/Firm with which associated:
- d. Years' Experience:
With this service provider/firm ____ other service providers/firms ____
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

FORM NO. 5: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by pre-proposal attendance, proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere
- Proposed communication process

NOTE: PLEASE SEE CONTRACTOR'S RESPONSIBILITIES BELOW IN ORDER TO COMPLETE THIS SECTION:

The City prefers the contractor provide the vehicles, facilities, and other equipment necessary to purchase, transport, and reuse a minimum of 5,000 cubic yards of material on an annual basis. The City seeks qualified Contractor's to propose an overall project approach that will meet the following minimum criteria in efforts to remove wood waste and processed wood mulch from the waste stream in Springfield and the surrounding region.

Contractor Responsibilities:

- Provide per unit long term pricing for the purchase of a minimum of 5000 cubic yards of wood chips and mulch on an annual basis from the Yard Waste Recycling Center.
- Provide transportation of wood mulch and other products within seven (7) days of notification of material being ready for pick-up at City facilities.
- Provide documentation of wood mulch used in product and diverted from landfill.
- Provide local jobs and business opportunities by recruiting Springfield area partners and employees to manage and work at applicant's facility.
- Provide satisfactory terms for storage of a minimum of 1000 cubic yards of mulch and wood chips at applicant facility.

FORM NO. 8 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.

3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Title: _____

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

FORM NO. 9 STATEMENT OF "NO PROPOSAL"

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES REQUESTED AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO SUBMIT A PROPOSAL ON **RFP NO. 066-2020** FOR **BULK SALE OF WOOD MULCH** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY
(PLEASE EXPLAIN REASON BELOW)

_____ INSUFFICIENT TIME TO RESPOND TO REQUEST FOR PROPOSAL.

_____ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____