



Procurement Division
111 E Maple, PO Box 1019
Independence, MO 64051-0519

REQUEST FOR QUALIFICATIONS # 21074
Prequalification for
Illegal Dumping Removal

ATTENTION RESPONDENT – COMPLETE AND RETURN WITH RESPONSE

Email questions to Public Purchase at www.publicpurchase.com

Email responses to Richelieu Sese at rsese@indepmo.org

The City of Independence Procurement Division is the only authorized source for RFQ forms. Respondents using RFQ forms not obtained from the City of Independence Procurement Division risk not receiving any necessary addenda, eliminating their response from consideration.

(ATTENTION RESPONDENT – COMPLETE AND RETURN WITH RESPONSE)

Respondent's Name: **Monaco Property Services (MPS) DBA MO TURF CARE** Phone No.: **816-739-7289**

Email Address: smonaco@live.com _ FAX No.: _____

Address **1609 N Howard Dr** City **Independence** State **MO** Zip **64050**

By: **Shelby Monaco** Title: **Owner**
(Name of Authorized Agent)

Signature: *Shelby Monaco* Date: **10/12/2021**

YES Respondent submits all required information in application for the City's prequalified list of A/E firms.

☐ Respondent **declines to submit qualifications**. Why did you not respond? _____

NOTE: ALL RESPONSES ARE SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

RFQ #21074
PREQUALIFICATION FOR ILLEGAL DUMPING REMOVAL

1. INTENT

This document is for the 2021- 2022 calendar years.

The City of Independence, Missouri, (herein referred to as "City") intends to establish a prequalified list of contractors to remove trash/rubbish/debris from public property and right-of-way areas, on an as needed basis, at various locations throughout the City. To become prequalified, respondents shall not take exception to any part of this RFQ.

Locations are unknown at this time. That information is disseminated to prequalified contractors as the jobs become known to the City. Specific terms and requirements may be negotiated for each specific job. A separate purchase order will be issued for each contractor. The City reserves the right to add additional firms, on an as needed basis, to ensure adequate coverage of the City.

2. SPECIFICATIONS

- A.** The contractor shall be required to remove and dispose of existing trash, rubbish, and debris from identified locations on public property and/or in the right-of-way. This disposal shall be done in accordance with all State and local laws, at a site secured by the contractor at their own expense.
- B.** Significantly disturbed areas of vegetation may require seeding/sodding. This will be done at the expense of the contractor
- E.** Disturbed areas shall be fine graded by the contractor. Seeding and sodding will be done by the contractor; contractor shall supply seed and sod.

3. GENERAL PROVISIONS

- A.** For each "standard" removal request, the contractor shall complete work within 72 hours following the date of receipt of the request. All removal requests will be considered "standard" unless identified as "emergency".
- B.** For each "emergency" removal request, the contractor shall complete work within 24 hours following the date of receipt of the request. All requests identified as "emergency" may be billed at no more than 1.5x the contractors standard rate, provided work is completed within 24 hours.
- C.** The contractor will submit monthly or bi-monthly (every two weeks) invoices for payment.
- D.** The contractor must provide date and time stamped photos of all work to accompany all invoices to confirm timely performance of work.

4. REMOVAL REQUIREMENTS

- A.** Contractors shall staff an adequate workforce or have immediate access to an adequate workforce necessary to conduct timely trash/rubbish/debris removal.

- B. Contractors will be required to have in their possession or immediate access to the equipment necessary to perform requested trash/rubbish/debris removal, if necessary.
- C. All work must be done in strict compliance with the laws of Independence, Missouri and the State of Missouri. The contractors must obtain and retain a current business license and the required insurance stipulated in the terms and conditions of this RFQ, throughout the life of the contract.

5. ASSIGNMENT OF REMOVAL REQUESTS

Removal requests will be assigned and emailed to a qualified contractor. These emails will include location, images (if available), and the amount of time required for completion of the project. Municipal Services will determine how to assign removal requests.

Requests will be assigned based on:

- A. The capacity and capability of the contractor to complete the work within the fixed timeframe for the completion of the request.
- B. The past record of performance with the contractor with respect to such factors as control of costs, quality of work, and response time.

6. TERM OF THE PREQUALIFICATION CONTRACT

The term of the contract shall be acceptance of pre-qualification response through December 31, 2022.

The City intends to extend contracts on a bi-annual basis. The City will contact current prequalified contractors approximately 60 days prior to December 31, 2022, to renew for the upcoming pre-qualification period. Contractors must submit respond to the renewal notice and include any changes in services the contractor provides.

7. QUESTIONS

Questions shall be addressed to www.publicpurchase.com. The City reserves the right to provide such questions and answers to all prospective respondents in the form of an addendum to the RFQ.

8. EVALUATION PROCESS

City staff will review each response for compliance with the requirements of this RFQ. Firms may be contacted for additional information or negotiation of contractual terms. The City will prequalify firms that:

- 1) Complete, sign, and submit the front page of this RFQ.
- 2) Complete and submit the Qualifications Statement Listing (Attachment 1).
- 3) Have been in business for a minimum of two (2) years under the current business name.
- 4) Submission of these documents constitutes agreement with all requirements of the RFQ prequalification process. Award will be made to all respondents that meet all requirements of this RFQ.

9. TERMS AND CONDITIONS FOR ILLEGAL DUMPING REMOVAL

ARTICLE 1 – SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall perform the services set forth in conformance to the proposal received through RFQ #21074 and the scope of services for each specific demolition.

ARTICLE 2 – PERIOD OF SERVICE

The prequalification period for this contract ends December 31 of the current year. The prequalified contractor must respond to request to renew within the 60-day renewal period at the end of each contract period/year.

ARTICLE 3 – COMPENSATION

Invoices shall be submitted by the contractor to the City, upon completion of a demolition job, for payment of services performed and expenses incurred. Invoices shall indicate the hours expended for each person on the scope of services, the total labor billing, and a summary of other expenses and charges with supporting documentation.

Payment will be made by the City within thirty (30) days of receipt of the monthly invoice.

The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Contractor shall not include any sales or use taxes on transactions between the contractor and City.

ARTICLE 4 – PERMITS AND LICENSES

The contractor shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law.

Contractor will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all subconsultants.

The contractor must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 5 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by contractor as part of the services shall become the property of City, provided, however, that contractor shall have the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

ARTICLE 6 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

Either party may request changes within the general scope of this contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, City and contractor will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

ARTICLE 7 – STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

ARTICLE 8 – LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this contract and the contractor's fee, and in consideration of the mutual covenants contained in the contract, City and contractor agree to allocate and limit such liabilities in accordance with this Article.

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors and employees, against all damages liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by the contractor's negligent performance of professional services under this contract and that of its subcontractors or anyone for whom the contractor is legally liable. Contractor shall indemnify City against legal liability for damages arising out of claims by contractor's employees.

ARTICLE 9 – INSURANCE

The contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least thirty (30) days' advance written notice to the City.

(1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.

(2) Professional Liability or Errors and Omissions Insurance, with a limit of \$1,000,000 annual aggregate.

(3) Automobile Liability Insurance, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the contractor. The City is to be named as an additional insured as the City's interest may appear for the General Liability and the Automobile Liability Insurance. The contractor's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the contractor.

The City shall not obtain worker's compensation insurance on behalf of the CONSULTANT or the employees of the contractor. The contractor shall comply with the worker's compensation law concerning its business and its employees.

ARTICLE 10 – DELAY IN PERFORMANCE

Neither City nor contractor shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or contractor under this contract. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances

preventing continued performance and the efforts being made to resume performance of this contract.

ARTICLE 11 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay contractor for all the services performed till the date of the termination by the City or suspension expenses. Upon restart, an equitable adjustment shall be made to contractor's compensation.

This contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The non-performing party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to contractor.

ARTICLE 12 – WAIVER

A waiver by either City or contractor of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 13 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire contract from being void should a provision which is of the essence of this contract be determined void.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

City and contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

ARTICLE 15 – ASSIGNMENT

Neither City nor contractor shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

ARTICLE 16 – THIRD PARTY RIGHTS

Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and contractor.

ARTICLE 17 – INDEPENDENT CONTRACTORS

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make

commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 18 – AUDIT

Contractor agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers and records of the contractor involving transactions related to this contract.

ARTICLE 19 - LOCAL PREFERENCE POLICY

Licensed businesses operating from a physical address in the City of Independence for a minimum of six (6) months when quality, service and other terms of the purchases are equal to or better than the low bid. The local business shall be given a preference of ten percent (10%) over the low bid, provided that the difference between the low bid and the local bid does not exceed thirty thousand dollars (\$30,000.00) maximum.

ARTICLE 20 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract/contract or purchase order, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which he or she has a collective bargaining contract or other contract or understanding a notice to be provided by the contract compliance officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the department may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event an contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 21 – ANTI-DISCRIMINATION AGAINST ISRAEL ACT

Contractors working on behalf of the City of Independence are to abide by Missouri Revised Statute 34.600, otherwise known as the Anti-Discrimination against Israel Act.

ARTICLE 22 – GOVERNING LAW

This contract shall be governed by the laws of the State of Missouri. The City and the contractor agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that contractor's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

ARTICLE 23 – COMMUNICATIONS

Any communication required by this contract shall be made in writing to the authorized representative at the address specified below:

Contractor: **Shelby Monaco 1609 N Howard Dr Independence MO 64050**

City: Procurement Manager, 111 E. Maple, Independence, MO 64050

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of contractor and City.

ARTICLE 24 – SEPARATE CONTRACTS

City and contractor each reserve the right to, from time to time; enter into other contracts or contracts for specific projects. If such contracts or contracts are separately approved in writing by the parties, the terms and conditions of those contracts or contracts shall prevail for the specific projects set forth therein.

ARTICLE 25 – ENTIRE CONTRACT

Any contract resulting from award to a prequalified contract represents the entire contract between the City and contractor. All previous or contemporaneous contracts, representations, promises and conditions relating the contractor's services described herein are superseded.

Attachment 1

**QUALIFICATION STATEMENT
FOR
ILLEGAL DUMPING REMOVAL**

The respondent shall, as part of its Qualification Statement provide the following information:

1) Professional Information

How long has the company been in business:

4 Years (Women Owned Business) Located in the City of Independence 3 years experience in removal and disposal of large items and trash

2) Staffing

Respondents should identify the person that will directly work with City staff.

<u>Shelby Monaco</u>	<u>816-739-7289</u>	<u>smonaco@live.com</u>
Name	Phone	Email

3) Prior experience and references

Please provide at least three recent client references;

<u>City of Independence Eric Fitch or Hollie Allerson</u>	816-325-7214
Name	Phone
<u>City of Raytown Ron Knisley</u>	816-737-6014
Name	Phone
<u>Nativity Church/School Melissa Clancy</u>	816-353-0284
Name	Phone

☐ Does your firm hold a City of Independence, MO Business License? Valid until: YES 2022

☐ Disposal of tires **Yes** Flatbed Trailer and Dump Trailer Owned By Company

☐ Disposal of large items (i.e. furniture) **Yes** Dump Trailer and Dingo Owned By Company

☐ Disposal of lead Paint **Yes** We Have Rights At 2 Transfer Stations and Haz Waste Facility

☐ Reseed/Resod **Yes**

