



City of Odessa

228 S Second Street • PO Box 128 • Odessa, MO 64076
Phone: 816-230-5577 • Fax: 816-633-4985 • info@cityofodessamo.com
www.cityofodessamo.com

REQUEST FOR PROPOSALS

RFP No. 06-2023 Nuisances Abatement

The City of Odessa, Missouri, will accept sealed proposals from qualified and experienced contractors with proven experience in abating tall grass and weeds as well as junk/trash/debris removal services as needed. This would include salvage automobiles and similar debris.

Please submit two (2) hard copies of your proposal to Odessa City Hall, 228 S 2nd Street (PO Box 128), Odessa, MO 64076 no later than 5:00 pm on **September 15, 2023**. The envelope should be sealed and clearly marked "RFP No. 06-2023 Nuisance Abatement – Attn: Shawna Davis". For more information, please contact Shawna Davis at 816-608-5651 or shawna.davis@cityofodessamo.com.

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.

The undersigned certifies that he/she has the authority to bind this company in an agreement 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 the requested information below with the submittal.

Company Name		Authorized Person	
Street Address		Signature	
City/State/Zip		Title	
Telephone #		Date	
Fax #		Tax ID#	
Email		Entity Type	

Cover Title – Signature Page

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PROJECT

The City of Odessa, Missouri ("City") is hereby accepting Requests for Proposals (RFP) from qualified and experienced contractors with proven experience in abating tall grass and weeds and junk/trash/debris removal services as needed. This would include salvage automobiles and similar debris.

The Nuisances Abatement activities encompass all rules and regulations of the City Ordinances and minimum standards.

This RFP will require a proposal for a per man-hour fee for mowing and a per man-hour fee for junk/trash/debris removal.

The initial term of a contract awarded as a result of this RFP shall be **for a period of two years, with an intended contract from October 1, 2023.**

The City may, at its sole discretion, renew the contract for two additional one-year periods upon written notice to the contractor, with any renewal beginning upon the anniversary date of the contract. Exercise of the renewal option shall be made, if at all by The City not less than thirty (30) days prior to the end of the Contract term. The renewal period will be under the same terms and conditions as the original contract.

The pricing for the first contracted two years (24 months) shall remain as bid for the entire two years. Any price increases for subsequent years must be submitted to the City Building Official no later than ninety (90) days prior to a change.

If, at any time, the City determines it is in its best interest to discontinue use of these services the City reserves the right to cancel the contract to be awarded by giving thirty (30) days advance written notice.

PART I GENERAL INFORMATION

The City of Odessa, Missouri, located in western Lafayette County, Missouri, is a growing community of approximately 5,600 residents. The City is a municipality operating under a 4th Class form of government with six Aldermen elected at large and a Mayor. The City Administrator, appointed by the Board of Aldermen, is the chief executive responsible for the administration of the various departments, the enforcement of all local ordinances, and the implementation of policies adopted by the Board of Aldermen.

The City employs full-time and part-time employees. Full-time employees are eligible for various benefit programs, including health, dental, vision, and life insurance. The City is a member of Midwest Public Risk (MPR), which provides liability insurance and risk management services. MPR also administers the City's workers' compensation program.

The City has five (5) departments: Administration, Police, Parks & Recreation, Electric Distribution, Water Distribution, Waste Water Management, and Streets. The police department and administration work together to enforce property maintenance codes, building codes, and nuisance violations. Codes enforcement is operated out of the police department under the supervision of the Chief of Police.

To be provided in the event of the awarded contract, prior to execution of the contract:

The following documents are not required to be included in the contractor's proposal. However, the contractor must be able to provide the following prior to the execution of a contract:

1. **Current Business License.** A copy of the current business license will be required and will serve as documentation that the business has been in operation for a minimum of two (2) years.
2. **Professional Liability Insurance.** The contractor to whom the contract is awarded shall provide the City with documentation for the following: General Professional Liability Insurance Certificate with the following minimum limits: \$1,000,000 for each incident/occurrence; auto insurance \$500,000 combined single limit per accident for bodily injury or property damage.
3. **Workers Compensation Insurance.** The safety of the successful bidder's employees or representatives and others in or around the area of service or maintenance is the responsibility of the successful bidder. Proof of worker's compensation insurance will be required.
4. **Completed W-9 or 1099 Tax Form.** Completed forms will be required.

Listed below are estimated dates and times of actions related to the RFP.

Date	Event
August 14, 2023	Issue RFP
September 15, 2023	Proposals due on or before 5:00 pm
September 18, 2023	Review of RFPs
September 25, 2023	Board of Aldermen approval
October 1, 2023	Contract

Questions should be directed via email to **City Administrator, Shawna Davis** shawna.davis@cityofodessamo.com.

PART II AGREEMENT

After the Board of Aldermen's approval, the successful contractor will be required to sign a contract with the City of Odessa, Missouri that will incorporate this RFP, and the final negotiated response proposal.

PART III

SCOPE OF SERVICES

The city is seeking nuisance abatement services for abating tall grass and weeds and junk/trash/debris removal as needed. Salvage vehicle removal may be required. The city will require the Contractor to supply all equipment, tools, materials, mechanical machinery, and all labor and safety equipment to perform all abatement services. All maintenance work shall occur between 8:00 am and 4:00 pm unless expressly authorized in writing by the City. This is a tax-exempt project.

1. Contractor to provide abatement of tall grass and weeds and junk/trash/debris removal as needed.
2. All work to be performed will be completed in a professional workmanlike manner in accordance with all rules and regulations of the City adopted ordinances.
3. Contractor shall have a minimum of 3 years of experience in abatement of nuisances.
4. Contractor must comply with all of the following requirements:
 - City of Odessa, Missouri Occupational license.
 - Must be available 24/7 and be able to respond to emergency calls within 90 minutes.
 - Carry the minimum liability insurance prescribed by City policy.
(see description of the project for insurance requirements)
5. Contractor's employee requirements:
 - Employee shall be a qualified contractor.
 - If needed, a helper may be an apprentice.
 - Knowledgeable of the City of ordinances.

PART IV SUBMISSION OF PROPOSALS

Please submit two (2) hard copies of your proposal to Odessa City Hall, 228 S 2nd Street (PO Box 128), Odessa, MO 64076 no later than 5:00 pm on **September 15, 2023**. The envelope should be sealed and clearly marked “RFP No. 06-2023 Nuisance Abatement – Attn: Shawna Davis”. For more information, please contact Shawna Davis at 816-608-5651 or shawna.davis@cityofodessamo.com.

The information to be submitted shall be organized as listed below and on 8 1/2” by 11” pages with a minimum 11-point font size, double-sided, exclusive of front and back covers and tabs. Submissions may be spiral bound. All information should pertain to one of the categories listed and have relevance to this project.

Submit with Proposal:

- Cover Letter, RFP Signature Page
- Contractors Qualification Form
- Contractor Reference Form
- Service Fee Form
- Execution of Proposal Form

PART V
EVALUATION PROCESS AND SELECTION CRITERIA

Selection of the Contractor will be based upon a competitive selection process. All elements of the pricing proposal will be considered including responsiveness of proposal and price. Criteria to be evaluated shall be included in the following:

1. Experience, references, and past performance under a similar scope of services.
2. The cost to perform the required services is stated in the SCOPE OF SERVICES, Exhibit "A" and identified in the contractor-provided Fee Schedule.
3. Contractor capabilities and references as related to the requirements in the Scope of Services.

The City of Odessa, Missouri reserves the right to reject any and or all proposals for any, or no reason, and furthermore reserves the right to accept any proposal deemed to be in the best interest of the City.

PART VI
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

CITY OF ODESSA

SCOPE: The following terms and conditions, unless otherwise modified by the City of Odessa, Missouri within this document, shall govern the submission of proposals and subsequent contracts. The City of Odessa, Missouri reserves the right to reject any proposal that takes exception to these conditions.

DEFINITIONS AS USED HEREIN:

- The term "request for proposal" means a solicitation of a formal, sealed proposal.
- The term "respondent" means the person, firm, bidder or corporation who submits a formal sealed proposal.
- The term "City" means City of Odessa, Missouri.
- The term "Board of Aldermen" means the governing body of the City of Odessa, Missouri.
- The term "consultant" means the respondent awarded a contract under this proposal.

COMPLETING PROPOSAL: All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.

REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the City of Odessa, Missouri, 228 S 2nd Street, Odessa, MO 64076 referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

CONFIDENTIALITY OF PROPOSAL INFORMATION: Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project. All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.

SUBMISSION OF PROPOSAL: Proposals are to be sealed and submitted to the City of Odessa, Missouri, 228 S 2nd Street, Odessa, MO 64076, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.

ADDENDA: All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.

LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.

BONDS: When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)

NEGOTIATION: The City reserves the right to negotiate any and all elements of this proposal.

TERMINATION: Subject to the provisions below, any contract derived from this Request for Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.

- **TERMINATION FOR CONVENIENCE** – In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
- **TERMINATION FOR CAUSE** – Termination by the City for cause, default or negligence on the part of the consultant shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS** – When funds are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal year, the contract shall be canceled and the consultant shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

RIGHTS RESERVED: The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.

RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.

DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

HOLD HARMLESS: The consultant shall agree to protect defend, indemnify, and hold the Board of Aldermen, City of Odessa, Missouri, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the consultant, its agents, employees or representatives, in the performance of the consultant's duties under any agreement resulting from award of this proposal.

LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

DOMESTIC PRODUCTS

The City of Odessa, Missouri encourages the purchase of products manufactured or produced in the United States. (RSMo §34.353, Section 3, (5).

CONFLICTS: No salaried officer or employee of the City, and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

DEBARMENT: By submission of its response, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its sub-consultants receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal Department, agency or provision of law. If the Consultant is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

EXHIBIT "A" NON-COLLUSION CERTIFICATION

STATE OF MISSOURI CITY/COUNTY

OF _____

_____ being first duly sworn deposes and says that he is

_____ Title of Person Signing

of _____

_____ Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 _____.

Notary Public

My Commission Expires _____

FORM NO. 1

**CITY OF ODESSA, MISSOURI NUISANCES
ABATEMENT SERVICES RFP**

CONTRACTOR QUALIFICATION FORM

Full Legal Business Name: _____

Address: _____

Contact Name & Title: _____

Type of Business:

_____ : Corporation

_____ : Individual

_____ : Partnership

_____ : Other, Explain: _____

How many years has your business operated without interruption? _____

How many years has your business performed fire alarm monitoring, maintenance and repair Services?

Has your business been in bankruptcy, reorganization or receivership in the last five (5) years? If yes, explain:

Describe the services offered by your business.

Would your business provide us with a dedicated technician when possible, who has a minimum of three (3) years of service experience and/or relevant certification? Explain:

FORM NO. 2

**CITY OF ODESSA, MISSOURI NUISANCES
ABATEMENT SERVICES RFP. CONTRACTORS
QUALIFICATION FORM, CONT.**

List the pertinent experience and certification of the key individuals of your organization who would be involved with our account.

List any of the requirements in the scope of work you are not able to accommodate. Discuss any exceptions, special conditions, other fees, other services or deviations from the requested scope or other information defined in this proposal.

FORM NO. 3

**CITY OF ODESSA, MISSOURI
NUISANCES ABATEMENT SERVICES RFP
CONTRACTOR REFERENCE FORM**

A minimum of three references are required. All references must be from customers for whom your business has completed work similar to the specifications of this proposal. Additional pages may be attached if necessary.

References for _____

Business Name _____

Street Address _____

City, State & Zip _____

Contact Person Name & Title _____

Phone, fax and email _____

Describe Scope of Work and approx. dates of service

Business Name _____

Street Address _____

City, State & Zip _____

Contact Person Name & Title _____

Phone, fax and email _____

Describe Scope of Work and approx. dates of service

Business Name _____

Street Address _____

City, State & Zip _____

Contact Person Name & Title _____

Phone, fax and email _____

Describe Scope of Work and approx. dates of service

FORM NO. 4
CITY OF ODESSA, MISSOURI NUISANCE ABATEMENT SERVICES
RFP SERVICE FEE FORM

Contractor – Normal Hours	\$	HR
Contractor – Overtime Hours	\$	HR
Contractor – Emergency Call Out	\$	HR
Contractor – Holiday Hours	\$	HR
Contractor’s Helper – Normal Hours (if applicable)	\$	HR
Helper – Overtime Hours (if applicable)	\$	HR
Helper – Emergency Call out (if applicable)	\$	HR
Helper – Holiday Hours (if applicable)	\$	HR
List any relevant mark-ups, with details (if applicable)	\$	HR
Other (must define)	\$	HR

Define hours for After Hours/ Overtime work:

Define your guaranteed response time:

List any exceptions or assumptions in your pricing:

FORM NO. 5

**CITY OF ODESSA, MISSOURI
NUISANCES ABATEMENT SERVICES RFP**

EXECUTION OF PROPOSAL FORM

The responding contractor certifies the following by checking the following items:

- That this proposal was signed by an authorized representative of the business.

- That the potential contractor has determined the cost and availability of all services and/or materials associated with performing the services outlined herein.

- That all costs associated within the proposal submitted have been determined and included in the contractor's response

Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees to the conditions as set forth in this Request for Proposal with no exceptions. In the event of exceptions, exceptions must be clearly noted and detailed within the contractor's response.

Business Name _____

Authorized Signature _____

Date _____

Printed Name & Title



E-VERIFY

MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form 1-9, Employment Eligibility Verification (Form 1-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes the specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

RESPONSIBILITIES OF THE EMPLOYER

The Employer agrees to display the following notices supplied by OHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

Notice of E-Verify Participation

Notice of Right to Work

The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and OHS whenever the representatives' contact information changes.

The employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Approved by:

Employer	
Name (Please type or print)	Title
Signature	Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

The above information should be submitted no later than **5:00 pm on September 15, 2023**, to Odessa City Hall at 228 South Second Street, PO Box 128, Odessa, Missouri 64076. **Please submit two (2) hard copies of your proposal in a sealed envelope clearly marked “RFP No. 06-2023 Nuisance Abatement – Attn: Shawna Davis”.** For more information, please contact Shawna Davis at 816-608-5651 or shawna.davis@cityofodessamo.com.

The City of Odessa is an Equal Opportunity Employer and invites the submission of proposals from minority and women-owned firms.