



Board of Aldermen Request for Action

MEETING DATE: 10/21/2025

DEPARTMENT: Public Works

AGENDA ITEM: Resolution 1523, Bid No. 25-15 City Facility Solid Waste Collection Services

REQUESTED BOARD ACTION

A motion to approve Resolution 1523, awarding Bid No. 25-15 to Redgate for City Facilities solid waste collection services in the amount of \$635 per month.

SUMMARY

Currently the City is serviced by Waste Management for solid waste services. The contract expires in October 2026. However, the City needs to notify Waste Management by February 1, 2026 of the desire to not renew the contract. The new contract with Redgate will begin November 1, 2026.

Proposals for Bid No. 25-15 City Facility Solid Waste Collection Services, were received and opened on September 11, 2025. The work to be completed includes servicing City Hall, Senior Center for recycling and trash, Parks Department, Campground, Street Department, Water Plant and Wastewater.

The City reached out to three companies and placed the bid proposal on the City's web site.

The City received two proposals for this work:

Company	Monthly Rate For All Locations
Redgate Disposal, LLC	\$635
Waste Management of Kansas, Inc.	\$903.07
GFL	\$807.08

Staff recommends proceeding with Redgate for the city facility solid waste services. As part of the contract, the City will negotiate every year an annual rate increase which shall no be higher than the Trash and Garbage CPI as published by the United States Department of Labor. The increase would occur annually on the anniversary of the contract, November 1.

The new agreement would go into effect on November 1, 2026 and is set to expire on October 21, 2030. It is the intent of City staff to post RFPs for both the Residential Solid Waste Collection and City Facility Solid Waste Collection at the same time in 2030.

PREVIOUS ACTION

N/A

POLICY ISSUE

N/A

FINANCIAL CONSIDERATIONS

ATTACHMENTS

☐ Ordinance

☒ Resolution

☐ Staff Report

☐ Other

☒ Contract

☐ Plans

☐ Minutes

RESOLUTION 1523

**A RESOLUTION AWARDING BID NO. 25-15 TO REDGATE FOR CITY
FACILITIES SOLID WASTE COLLECTION SERVICES IN THE
AMOUNT OF \$635 PER MONTH**

WHEREAS, the FY2026 Budget includes funds for city facility solid waste collection services, and;

WHEREAS, staff has conducted a bid process as outlined in the City Purchasing Policy, and;

WHEREAS, after review of the bids, staff has made the recommendation to accept the lowest and best bid received as being the most advantageous to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THAT Bid #25-15 is hereby awarded to Redgate. and the Mayor is authorized and directed to enter an agreement with Redgate for city facility solid waste collection services in the amount not to exceed \$635 per month.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 21st day of October 2025.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT ("Agreement") is made this 21st day of October, 2025 (the "Effective Date") by and between __Redgate Disposal LLC__, a corporation organized and existing under the laws of the State of _Missouri__ (hereafter "Contractor"), and The City of Smithville MO, a municipal corporation created under the laws of the State of Missouri (hereafter "City") (Contractor and City each a "Party" and collectively the "Parties").

WHEREAS, City requires reliable and environmentally sound collection, disposal, and processing of solid waste generated at City-owned and operated facilities, including but not limited to City Hall, the Parks and Recreation Department building, and other designated City facilities; and

WHEREAS, the City requested proposals for RFP #25-15 from qualified firms; and

WHEREAS, Redgate submitted the best and most responsive bid;

WHEREAS, the contractor and its affiliates have extensive experience in providing such services; and

WHEREAS, the City has determined that it would be in the best interest of its operations to contract with the Contractor for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Contractor and the City agree as follows:

1. **TERM.** The Term of this Agreement shall be for three (3) years commencing on November 1st, 2026 (the "Commencement Date") and expiring, October 31st, 2029, with one (1) annual automatic extension, unless either Party gives the other advanced written notice by May 1st of the then current year with the intention to terminate the Agreement at the end of the then-current term.

2. COLLECTION SERVICES.

2.1. Containers:

2.1.1. The contractor shall provide each Premises with the appropriate mutually agreed upon containers for each location. The contractor will own all containers provided to the City, and Service Recipient shall empty and allow the contractor to retrieve all the contractor's containers at the termination or expiration of this agreement.

2.1.2. The contractor shall replace any container that becomes damaged or destroyed during the provision of the collection services, or that becomes unusable due to ordinary wear and tear. However, if a container in the possession of a Service Recipient is damaged or destroyed through no fault of contractor, the City may be responsible to compensate the contractor for the fair market value for the replacement or repair of such container. The City will be responsible for maintaining the cleanliness of containers, although the City may request a container exchange for the fee.

2.1.3. Container(s) provided by the contractor is seen as Annex A. Commercial waste disposal is NOT to exceed the dimensions of the container provided. Lids must be able to close in a flat, level position. The City will be charged if volume of weekly waste disposal exceeds the size of the container listed above. Any large or oversized items that do not fit safely in the dumpster must be called into office for pickup and charges may be assessed.

2.2. Unacceptable Waste

2.2.1. Customer hereby agrees to not place any of the below listed items in the dumpster: No hazardous waste including but not limited to batteries (auto, garden, or lithium), tires, oil (cooking or auto) gas or fluids / florescent bulbs / chemicals of any kind / burned materials / live ammunition / fireworks / paint or stain

2.2.2. The City will bear ALL expense and responsibility for removal and disposal of banned materials. The City bears all responsibility for personal injury or property damage caused by disposal of banned materials.

2.2.3. The City is allowed to place construction and demolition debris or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, construction and demolition debris does not include unacceptable waste.

2.2.4. Green Waste Exception

Customer is allowed to place green waste in the dumpster on an occasional basis. "green waste" includes grass clippings, leaves, branches, tree stumps, rocks, dirt, mulch, plants, and bushes. The City agrees to use reasonable care in placing green waste in the dumpster to avoid overfilling, spillage, or damage to the dumpster. Disposal of green waste beyond occasional use may require prior written approval from the Contractor.

2.3. Holiday Schedule. The following days shall be designated holidays on which the collection Services may be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, collection Services will be performed on the next weekday.

2.4. Compliance with Laws. The collection Services shall be performed in accordance with Applicable Law.

2.5. Personnel and Equipment. The collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the collection Services in a safe and timely manner.

2.6. Natural Disasters. The contractor will use commercially reasonable efforts to assist City at the City's request with emergency collection service in the event of

a major disaster, such as an earthquake, tornado, flood, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated services and rates between the City and the contractor. City is not required to utilize the services of the contractor.

3.BILLING. Accounts will be billed on the first of each month. Charges for these services are due and payable by the billing date provided on the monthly statement. Any unpaid balance on the account, past the due date provided, will be subject to a late fee of \$ 10.00 per month delinquent. The customer may receive a phone call, text or email concerning the customer's balance. Containers removed for reasons of non-payment will be subject to a \$ 300.00 fee for re-delivery of the container. Payment may be made by cash, check, money order or credit/debit card. Credit/debit card payments may be made online www.redgatedisposal.com and are subject to a 3% processing fee.

4. RATES

4.1. Service will be provided at the address one (1) time per week at the rate of \$ 635 per month (EXHIBIT A).

4.2. Annual Adjustment to Rates. The City and the contractor will annually review service rates and agree on any adjustments by May 1 of each calendar year. Annual increase shall not exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Garbage and Trash collection.

5. INDEPENDENT CONTRACTOR

The contractor shall perform the collection Services as an independent contractor. The contractor, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. The contractor at all times shall have exclusive control of the performance of the collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control the contractor, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which the contractor shall perform its obligations under the Agreement.

6. SUBCONTRACTORS

The contractor shall not use subcontractors to perform the collection services described hereunder unless the contractor has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, the contractor shall remain liable to the City for the subcontractor's performance of the collection Services as if they were being provided by the contractor itself.

7. INDEMNIFICATION

a. The contractor agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of the contractor's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of the contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. To the fullest extent permitted by law, City agrees to indemnify, defend, and hold the contractor harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of City's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of City, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provision in this Agreement to the contrary, the contractor shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the collection Services.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

8. INSURANCE

The contractor shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

Type	Amount
A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000
C. Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D. Automobile Liability (owned and non-owned)	
i. Bodily Injury	\$1,000,000 per occurrence
ii. Property Damage Liability	\$500,000 per occurrence
E. Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL and Excess/Umbrella coverages. Prior to commencement of the collection Services, the contractor shall deliver to City certificate(s) of insurance evidencing the required coverages. The certificate(s) shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of change or cancellation is provided.

9. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION:

Pursuant to 285.530 R.S.Mo, the Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the

employees proposed to work in connection with the services requested herein by:

- submitting a completed, notarized copy of EXHIBIT B to this Contract AFFIDAVIT OF WORK AUTHORIZATION and

- providing documentation affirming the contractor's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security - Verification Division.

10.BUSINESS LICENSE

The contractor shall be responsible for obtaining and maintaining a valid business license issued by the City of Smithville.

11.TERMINATION

11.1 The term of this agreement shall continue for a period of (3) Three Years from the date listed above. Either party may terminate this agreement by providing the other party with six (6) months written notice.

11.2 Upon completion of the initial three (3) year term, this Agreement will automatically renew for successive one (1) year periods unless either Party provides written notice of its intent to terminate no later than May 1 of the then-current term.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

By: _____.

Name: Jacob Petersen.

Title: General Manager.

CITY OF SMITHVILLE

By: _____.

Name: Damien Boley

Title: Mayor

EXHIBIT A
REGATE RATES

Location	Address	CURRENT SERVICE AMOUNTS				Redgate Price
		Size	# Dumpster s	# tip s	Yards/Week	
City Hall/ Senior Center	107 W Main St	4	1	1	4	\$75.00
City Hall/Senior Center	107 W Main St	2 (Rec)	1	1	2	\$60.00
Parks Dept	1610 County Rd DD	8	1	1	8	\$90.00
Campground	1601 County Rd DD	8	2	1	16	\$140.00
Street Dept	2 Helvey Park Dr.	4	1	1	4	\$75.00
Water Plant	1 Helvey park Dr.	4	1	1	4	\$75.00
Wastewater Plant	16401 Lowman Rd	4	2	1	8	\$120.00

Total per
Month \$635.00



107 W. Main St • Smithville, MO 64089

P: (816) 532-3897

RFP # 25-15

CITY FACILITY SOLID WASTE COLLECTION SERVICES

The City of Smithville, Missouri ("City") invites all interested parties to submit a written proposal for the supplying of all labor, materials and equipment necessary for city facility solid waste collection services.

Terms for the services to be provided are set forth in the RFP and attached Exhibit(s).

INSTRUCTIONS TO PROPOSERS:

1. Proposals must be addressed to RFP #25-15, Mayra Toothman, Asst. to the Public Works Director, 107 W. Main Street, Smithville, Missouri 64089 and be received before 2:00 P.M. on the 11th day of September 2025.
2. Pricing and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. Two (2) original proposals must be included in a sealed envelope marked outer envelope by RFP number and date of closing. The only information we will read at the closing will be the vendors, or proposers who responded. The closing is at 2:00 P.M. on the 11th day of September 2025, at the City Hall.
3. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call 816-608-1322. A forty-eight-hour notice is required.
4. Any questions regarding this RFP should be directed to Mayra Toothman, Asst. to the Public Works Director, at 816-608-1322.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

A handwritten signature in blue ink, appearing to read "Andrew Wake", written over a horizontal line.

Finance Director

Issued: the 12th day of August, 2025

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS
INSTRUCTIONS AND GENERAL CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance.
4. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010, RSMo 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
5. The date(s) when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
6. The City reserves the right to cancel all or any part of any service is not made or work is not started as guaranteed.
7. If applicable, prices must be stated in the units of quantity specified if applicable in the Proposal and must be firm. Quotes qualified by escalator clauses may not be considered.
8. The Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein Pursuant to Section 285.530, RSMo.

ARTICLE I
GENERAL INFORMATION

1. The City of Smithville, Missouri ("City") invites all interested parties to submit a written proposal for the supplying of all labor, materials and equipment necessary for city facility solid waste collection services.
2. The term "RFP" means this Request for Proposal, the term "Contractor", Offeror, Vendor", "Bidder" or "Proposer" refers to one who submits a proposal in response to the RFP, and the term "Proposal" means the proposal of the Vendor, Offeror, Contractor or Proposer.
3. By submitting a Proposal, the Vendor agrees, if its proposal is accepted, to perform the Service described in this RFP in accordance with the terms and conditions contained herein, at the prices set forth in its Proposal.
4. The Vendor, Contractor or Proposer is presumed to accept the RFP requirements. In addition, the vendor must list and outline, in their proposal response, any exceptions to the RFP requirements and Contracts requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.

ARTICLE II PROPOSAL INSTRUCTIONS

Proposals in response to this RFP should include the following information:

- A. Name, address, and telephone number of Proposer(s).
- B. Full price for providing the performing the Service in accordance with the RFP. Specify the required information for which a bid is being submitted.
- C. A completed Proposal Form attached to this Request for Proposal (preferred not required)
- D. Name, address and telephone number of not less than three (3) customers for whom the Vendor has performed similar Service within the last 2 years.

ADDENDA

All changes, additions, and/or clarifications in connection with this RFP will be issued by the City in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the Proposal to this RFP. Verbal responses and/or representations shall not be binding.

EVALUATION

In evaluating any aspect of the Proposal, the City may consider previous dealings with the Vendor, references from the Vendor's customers, inspections of other Service performed by the Vendor, and any other information the City obtains regarding the Vendor, or that the City deems relevant.

- A. Responsive Proposals from responsible vendors, contractors or proposers will be evaluated on the basis of criteria that include the following:
 - 1. Overall cost to the City, whether direct or indirect.
 - 2. The City's opinion regarding the degree of responsibility of the vendors, contractors or proposers. The responsibility of the vendors, contractors or proposers will be determined pursuant to the criteria contained in subparagraph C of this paragraph.
- B. The timeliness, nature and number of any exceptions taken by the vendors, contractors or proposers to the RFP will be considered by the City in evaluating a Proposal. Any one of these criteria alone, or in combination, may provide a basis for not accepting the vendors, contractors or proposer's Proposal.
- C. A responsible vendor, contractor or proposer is one who, in the opinion of the City, possesses the skill, experience, ability, integrity and financial and other resources necessary for the faithful performance of the Service. In

evaluating a Vendor's responsibility, or in evaluating any other aspect of the Proposal, the City may consider previous dealing with the City, references from the vendors, contractors or proposer's customers, inspections of other Services or projects performed and equipment supplied by the vendor, contractor or proposer, and any other information the City obtains regarding the vendor, contractor or proposer or that the City deems relevant.

SUPPLEMENTAL MATERIALS

Proposers are responsible for including all pertinent product data (if applicable) in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, should also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

RESPONSIVE PROPOSALS EXPIRATION

All Proposals shall be considered as firm for a period of Ninety (90) calendar days, commencing the date and time of the RFP closing and expiring at 12:00 p.m. of the last day. Unless withdrawn, as provided in this RFP, a Proposal is binding on the Vendor, and may be received by the City at any time up to and including the proposed RFP opening date.

RFP CLOSING

Two (2) original proposals and any modifications shall be received in sealed and marked on the outer envelope by RFP number and date of closing addressed to RFP #25-15, Mayra Toothman, Asst. to the Public Works Director, 107 W. Main Street, Smithville, Missouri 64089. RFPs will be opened at 02:00 P.M. in the City Hall on the date specified on the cover letter. The RFP number and RFP closing date shall be shown on the face of the envelope, and should be labeled with the vendor's name. Facsimile telegraph RFPs will not be considered. RFPs may be modified if sent in a sealed envelope, marked "Revised RFP", and be in the possession of the City by the RFP opening date and time. It is preferred but not required that all prospective Proposers utilize the attached Proposal Form. All Proposers should adhere to the specifications and requirements as set forth in the RFP request. Failure to provide the required information and/or adhere to the specifications and requirements as set forth in the RFP may be used by the City as reason not to consider a vendor's proposal.

RFP REJECTION

The City reserves the right to reject any and all proposals received in response to RFPs, and to waive all irregularities in proposals.

ACCEPTANCE OF RFPS

The City reserves the right to accept the proposal that, in its judgment, is the lowest and/or best proposal in response to this RFP.

LATE PROPOSALS

Proposals received after the date and time of the Responsive Proposals to the RFP opening shall not be considered.

MISTAKE IN PROPOSALS

If the respondent discovers a mistake in his or her Responsive Proposals to the RFP prior to the date and time specified for the RFP opening, he or she may correct the mistake by modifying or withdrawing the RFP. If the apparent low and best Proposer discovers a mistake in his or her Proposal of a serious and significant nature which is unfavorable to him or her prior to the issuance of a purchase order or the execution of a contract, he or she may request consideration be given to modifying the RFP if he or she remains the lowest Proposer or to withdrawing the RFP if the result of the correction of the mistake makes another Proposer the lowest and best Proposer. The mistake must be evident and provable. The right is reserved by the Board of Aldermen to reject any and all requests for correction of mistakes in proposals received after the date and time of the proposals to the RFP opening. A mistake in a proposal cannot be considered once a purchase contract is executed by the parties.

NEGOTIATION

The City reserves the right to award a contract based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial proposal to the RFP on the most favorable terms possible to the City. However, should only one proposal to the RFP be received by the City, the City may, but is not obligated to, conduct negotiations with this vendor whose Proposal, in the opinion of the City, is competitive or may best meet the needs of the City.

The City may, but is not obligated to, seek clarification of a Proposal submitted by a Vendor.

If the City chooses to negotiate, negotiation may involve any issue bearing on the Proposal and may take place after submission of Proposal and before an award is made. The City reserves the right to follow negotiations with a request for submission of a best and final Proposal.

AWARD OF THE CONTRACT

After the RFPS have been opened and duly considered, the lowest and/or best proposal to the RFP shall be submitted to the City Board of Aldermen for formal approval. After approval by the City Board of Aldermen, the City Clerk will notify, in writing, the successful Proposer. An approved Resolution by the City Board of Aldermen shall

constitute the City's official award of the RFP. A written contract noting the terms and conditions of this RFP will be executed before "Notice to Proceed" is given. Vendors, contractors or proposers with standardized contracts should submit them with the Proposal.

HOLD HARMLESS CLAUSE

The vendor awarded the contract from this RFP agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the vendor's businesses or operations resulting from any act or omission of the vendor's agents, servants or employees.

OFFICIALS NOT TO BENEFIT:

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFP that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFP.

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES:

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFP thereof.

CO-PARTNERSHIP DISCLAIMER:

It is mutually understood that nothing in this Request for Proposal or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

NON-DISCRIMINATION IN EMPLOYMENT:

Contract for Service under this RFP obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

KICKBACKS ILLEGAL IN SUBCONTRACTING:

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE III GENERAL TERMS AND CONDITIONS

EXECUTION OF CONTRACT

The successful Vendor ("Contractor") shall, if its Proposal is accepted, execute a contract, with the City within ten (10) days after receipt of such acceptance. The contract shall be in a form prescribed by or acceptable to the City and shall incorporate the terms of this RFP, any amendment(s) to this RFP, and the terms of the Contractor's written Proposal that are consistent with and do not materially add to and/or alter this RFP (the foregoing are hereafter collectively referred to as the "Contract").

CONTRACT TERM

The initial term of this agreement shall commence on November 1, 2026 and terminate on October 31, 2029. Thereafter, unless notice of termination is received prior to February 1, 2029, this Agreement shall renew annually thereafter until such time as notice of termination is received from one party to the other prior to October 1 of the then current contract year. After the initial 3-year term, if notice of termination is received prior to February 1, said termination of this Agreement to be effective on October 31 following the receipt of notice of termination.

GENERAL PROJECT ASSESSMENT REQUIREMENTS

Upon award of the contract, the contractor shall work with the City to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the City.

INSURANCE AND BONDING REQUIREMENTS

The Contractor shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of Bodily Injury or death to the contractor's employees including claims brought under:

- A. Worker's Compensation Laws
- B. Disability Benefit Laws
- C. Occupational Sickness or Disease Laws
- D. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, Bodily Injury, Sickness, Disease or Death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the City as "Additional Named Insured" in an amount not less than \$1,000,000.00 per occurrence and in the amount of not less than Two Million Dollars (\$2,000,000.00) per annual aggregate. Said insurance shall specifically name the City of Smithville as an additional insured party and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to carry on such business in the State of Missouri. A certificate of insurance and an additionally insured endorsement must be provided to the City Clerk prior to the commencement of service. Said policy may not be altered, amended nor terminated without thirty (30) days written notice having been given to the City by Certified Mail.

Failure of the contractor to maintain proper insurance coverage will not relieve contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the contract.

The insurance coverage's required by the Contract should include a provision that there is no coverage that would in any way waive any sovereign immunity enjoyed by the City and nothing in this Contract shall be construed as a waiver of sovereign immunity or the acknowledgment or creation of any liability on the part of the City for personal injury, death, or property damage.

AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo, (enclosed in the laws section) the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page

Contract; or,

- B. The City has documented receiving unsatisfactory services applicable to the contractor's service or work performance;
- C. The contractor becomes insolvent, or become the subject of a proceeding in bankruptcy (including any proceeding under Chapter 10 or 11 of the Bankruptcy Act) or shall become the subject of any proceeding for the appointment of a receiver, or in the event of the assignment by the contractor for the benefit of their creditors, or the taking of their trucks, equipment, vehicles, or other facilities used in connection with the performance of the services under any execution against the contractor, in such events the City may at its option declare the contractor to be in breach of this agreement and the City may without notice terminate this agreement and declare the same forfeited and terminated; and the City shall, in addition, be entitled to recover damages and take such other actions and seek other remedies as may be permitted by law.

OVERALL REQUIREMENTS:

- A. Applicable Law and Venue. This Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri
- B. The City shall not be obligated for any amounts in excess of the contract and/or RFP response (bid) unless approved in advance by the City in Writing.
- C. The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.
- D. The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.
- E. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, 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.
- F. Any contract let in response to this RFP shall be deemed to incorporate all applicable Missouri Laws and regulations including but not limited to those set forth in the Laws Section of this RFP.

completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

INSPECTIONS

The City reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the offer as inadequate.

TESTING

The City reserves the right to test, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the specifications and requirements of the City. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

ADDITIONAL SERVICE AND CHANGE ORDERS

The Contractor will not be compensated for Service that is not required by the Contract and that is performed without the prior written approval of the City.

A request by the Contractor for a change order shall be submitted to the City in writing and must be approved by the City in writing before the Contractor proceeds with the Service that is the subject of the change order.

PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

In performing the Service, the Contractor shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations. This requirement does not relieve the Contractor of its obligation to comply with the specifications of the Contract Documents when they exceed the requirements of applicable laws, ordinances, codes or regulations. The Contractor must have a business license with the City of Smithville.

The Contractor shall not be compensated for changes in the Service that are required to comply with laws, codes, ordinances, and regulations that were in effect on the date the Proposal was due.

BILLING

Contractor shall unless otherwise specified in the Contract submit monthly statements for services and/or goods provided and/or delivered to the City.

TERMINATION

The Contract may be immediately terminated by the City if:

- A. The Contractor fails or refuses to perform of any of its obligations under the

CONFIDENTIALITY

All reports, documents, consumer or customer information and material accumulated developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City. Contractor acknowledges that it is aware of the fact that the City is subject to Missouri's Sunshine laws §610.010 et seq. No consumer or customer information will be disseminated or released to any other party without the written consent of the City.

ARTICLE IV SCOPE OF SERVICES

SOLID WASTE COLLECTION

The Contractor shall provide weekly collection of solid waste materials and provide safe and adequate transportation of materials. All solid wastes collected by the Contractor shall be disposed of at a processing facility or disposal area complying with all applicable requirements of the Missouri Solid Waste Management Act of 1972 (or latest modification).

Collection is based on weekly collection of solid waste materials as specified in the

RFP # 25-15 City Facility Solid Waste Collection Services Bid Response Form attached hereto. The containers specified in said Bid Response Form shall be provided by the Contractor and delivered to the specified location prior to the effective date of the contract (November 1, 2026).

If Contractor is unable to make a collection on the day scheduled, the Contractor shall notify the City of the reason for said non collection and reasons for said non collection.

If the contractor fails to make any collections, said collections shall be made within twenty-four (24) hours of said missed collection.

Collection vehicles shall have painted letters and numbers in a contrasting color, at least two (2) inches high, on each side of the vehicle. The number of each vehicle shall also appear on each side and the rear of the vehicle. All vehicles shall be kept in a clean and sanitary condition, and shall not leak liquid waste upon City streets. The City has the right to require the Contractor to clean any vehicle or to remove a vehicle from service as a result of mechanical issues.

For the duration of the Contract, the Contractor shall not reduce either the quality or

quantity of vehicles, facilities, equipment and/or property identified in the Contractor's inventory for use in the performance of this contract for use in collecting materials in the City.

Collections shall not occur on Sundays, any day before 6:00 a.m., any day after 6:00 p.m. Contractor to provide list of recognized holidays with response.

VEHICULAR REQUIREMENTS

All vehicles used within the City in the performance of this contract shall:

- A) Be currently licensed and carry proof of Insurance.
- B) Be maintained in a sanitary condition.
- C) Be properly maintained for reasonable performance and appearance.
- D) Be of metal, have covered bodies and constructed so as to prevent any of the contents from leaking, spilling, falling, or blowing out of such vehicle. Except when being loaded or unloaded, all vehicles and trucks shall be completely and securely covered and enclosed so that no part of the contents thereof shall be exposed to view at any time.
- E) Be maintained in a safe working condition with all lights and brakes and are equipped with an audible back up warning device.

The Contractor shall keep all vehicles used in this contract clean, leak free and in proper working order. Each vehicle must be clearly marked with the contractor's name and the purpose of its use (i.e. yard waste, recycling, etc.)

REPORTING REQUIREMENTS

The Contractor will be required to keep records and submit reports. These will serve as a means to inform the City of the status of solid waste and recycling activities and expenditures. The Contractor will also be required to provide certified weight receipts for all materials collected and disposed or sold.

Annual Reports

The Contractor shall provide year-end annual reports for each year the project is in operation. The reports will be due within thirty (30) days of the end of the reporting year. At a minimum, the report shall include tonnage summaries of all solid waste collected.

**RFP # 25-15 CITY FACILITY SOLID WASTE COLLECTION
SERVICES BID RESPONSE FORM**

It is preferred that the Bid Response use this Form, However, the City Reserves the right to accept Bids which provide the necessary information without using this Form.

Each proposer shall, at a minimum, provide the following information in a clear and concise manner. The following is information that must be included. Any other information that may be useful or pertinent may also be included. Answers to these questions will be used in the City's decision-making process. All dumpsters and containers are picked up once per week.

Building	Address	Item	Monthly Rate
City Hall/Senior Center	107 W Main St	4 yard dumpster	\$ 75
City Hall/Senior Center	107 W Main St	2 yard recycling container	\$ 60
Parks Department	1610 County Road DD	8 yard dumpster	\$ 90
Campground	1601 County Road DD	8 yard dumpster (2)	\$ 140
Street Department	2 Helvey Park Dr	4 yard dumpster	\$ 75
Water Plant	1 Helvey Park Dr	4 yard dumpster	\$ 75
Wastewater Plant	16401 Lowman Rd	4 yard dumpster (2)	\$ 120

Additional Services (optional):

Examples – container for household hazardous waste, recycling event, recycling container for public use

The proposer shall provide the firm's experience in the collections, processing and disposal of solid waste and a list of references (at least 3) with telephone numbers.

The undersigned, on behalf of the bidder, certifies that: (1) this offer is made without previous understanding agreement of connection with any person, firm, or corporation making a quotation on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have read the complete request for bids and understand all provisions; (5) if accepted by the City of Smithville, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

I have read and reviewed the attached Request for Proposals. I state the hereby offer meets or exceeds all requirements.

Redgate Disposal
Company Name
7501 SW County Ln Rd
Address
Edgerton Mo 64444
City/State/Zip
816-489-3299
Telephone # Fax #
68-0636756
Tax ID No.

Jacob Petersen
Authorized Person (Print)
Jacob Petersen
Signature
Owner
Title
9/11/25
Date
LLC
Entity Type:

EXHIBIT 1

STATE OF MISSOURI)
)
ss COUNTY OF Clay)

AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri) As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

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

FEDERAL WORK AUTHORIZATION PROGRAM:

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

KNOWINGLY:

A person acts knowingly or with knowledge,

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

UNAUTHORIZED ALIEN:

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

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

1. My name is Cheryl Petersen and I am currently the President of Redgate Disposal LHC (hereinafter Contractor"), whose business address is 7501 SW County Line Rd, Edgerton MO 64447 and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

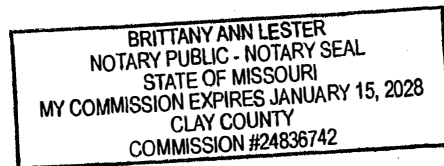
Cheryl Petersen
[SIGNATURE]

Cheryl Petersen
[Printed name],

Affiant Subscribed and sworn to before me this 10 day of September, 2025.

[Signature]
Notary Public

My Commission Expires: State of
Missouri
Commissioned in Clay County
Commission # 24836742



PLEASE NOTE:

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

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