



**REQUEST FOR PROPOSAL  
FOR  
RESIDENTIAL SOLID WASTE,  
RECYCLABLES, AND BULKY  
COLLECTION, HAULING  
PROCESSING AND DISPOSAL**

**SEALED PROPOSALS WILL BE DUE:**

February 28, 2020

By 10:00 A.M

**Requests for Proposals, for  
Residential Solid Waste, Recyclables  
And Bulky Services**

**REQUEST FOR PROPOSAL**

**A. OVERVIEW**

1. Request for Proposal

The City of St Ann, (herein known as the “City”), St. Louis County, Missouri, is seeking proposals for collection processing, hauling and disposal of residential solid waste, recyclables and bulky items. The City is furnishing herein a set of specifications by which such proposals shall be considered. Any firm (herein “Contractor”) desiring to furnish a proposal for such services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

2. Proposal Delivery Procedures

Sealed Proposals shall be delivered to the **City Administrator, Matt Conley, City of St Ann 10405 St Charles Rock Road, St Ann MO 63074 by no later than 10:00 A.M. on February 28, 2020.** Sealed envelopes should be clearly labeled “Sealed Proposals for Residential Solid Waste, Recyclables and Bulky Services”, with the Contractor’s name. Contractor must sign, in ink, the proposal form and all other documents where indicated. One original and two (2) photocopies of the proposal shall be furnished. Proposals by mail or by fax will not be accepted. Unsigned proposals will not be accepted.

Proposals received prior to the time of opening will be securely kept, unopened. No responsibility shall be attached to the City for the premature or non-opening of a proposal not properly addressed or identified.

Proposals arriving after the above specified time shall not be accepted. These proposals will either be refused or returned unopened.

Facsimile (“fax”) machine transmitted proposals will not be accepted by the City. The City will not transmit the RFP documents to prospective Contractors by way of a facsimile machine.

3. Withdraws, Declinations

If a Contractor wishes to withdraw a proposal, the Contractor shall submit a written notification of such action to the City Administrator at the address provided in paragraph 2, above, and received no later than the time of opening as specified in section A.4 below.

#### 4. Proposal Opening Procedures

The public opening of all proposals shall commence at 10:00 A.M. on February 28, 2020, in the City of St Ann, Council Chambers, 10405 St Charles Rock Rd, St Ann MO 63074. At that time all bids will be publicly opened and read out loud.

#### 5. Competency of Contractor

The City reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the City, the Contractor shall furnish additional evidence as may be required by the City (beyond that which is required in response to the RFP) to evaluate Contractor's ability and resources to accomplish the service required by the specifications herein. The City shall be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm or corporation.

#### 6. Questions

If a potential Contractor is uncertain as to the meaning of any part of the RFP package, the Contractor may inquire by email to [mconley@stannmo.org](mailto:mconley@stannmo.org). All communication regarding the RFP packet must be directed to the City Administrator. Any oral communication is considered unofficial and non-binding on the City. Any amendments to the specifications issued will be emailed to potential Contractors.

All questions will be answered in the form of an addendum to this RFP. Only questions answered by formal written addenda will be binding. Oral interpretation or clarification will be without legal affect. We strongly suggest that any Contractor check with the City Administrator for any addenda a minimum of forty-eight (48) hours in advance of the proposal deadline. **NO OTHER QUESTIONS WILL BE ACCEPTED AFTER FEBRUARY 21, 2020**, in order to facilitate preparation of any addenda. No inquiry received after that time will be given consideration. Contractor shall acknowledge receipt of each addendum issued in the proposal. The City shall not assume responsibility for the receipt by the Contractor of any addenda.

#### 7. Investigation by Potential Contractors

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and specifications contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractors own risk. If a Contractors proposal is accepted, the Contractor will be responsible for all errors in the proposal resulting from a failure or neglect to comply with these instructions. No plea or error or plea of ignorance resulting from Contractors failure to make the necessary examinations or investigations will be accepted as a basis for varying the requirements

of the City. The City will assume that submission of a proposal means that the contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

#### 8. Rejection; Waivers

The City reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the contractor of its choice if some other manner of negotiation better serves the City's interests. The City reserves the right to award the contract to the Contractor which, in the City's judgement, best services the needs and interests of the City and its Residents. Intangible factors, such as the Contractors reputation and past performance, will be weighed.

The City further reserves the right to reject all proposals and obtain goods or services through intergovernmental or cooperation agreements.

Submission of a proposal confers no rights on the Contractor to a selection or to a subsequent contract. This RFP process is for the City's benefit only and is intended to provide the City with competitive information to assist in selection of services. All decision on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and shall be made to favor the City.

#### 9. Proposal Security

Each proposal shall be accompanied by a proposal security, which shall be in the form of a bond, certified check or a bank cashiers check in the amount of Ten Thousand Dollars (\$10,000.00). Proposals submitted without the required security shall be rejected.

After formal written notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract or post the required performance bond, and the contractor shall be liable for any damage the City may thereby suffer.

Proposal Securities shall be released as follows:

The successful Contractor's security shall be retained until the contract has been signed and the required performance bond has been issued.

All other proposal securities shall be released upon selection of the successful Contractor.

10. Expense for Submission

The City will not be responsible for any expense incurred by the Contractor in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of their capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

11. Enrollment in Federal Work Authorization Program

Pursuant to RS Mo. 285.530, the Contractor must affirm its enrollment and participation in a federal work and authorization program with respect to the employees proposed to work in connection with the services requested in this RFP by:

Submitting with the proposal a completed, notarized Affidavit of Work Authorization; and

Provide with the proposal a proper documentation affirming the bidder/contractor's enrollment and participation in a valid federal work authorization program for the employees proposed to work in connection with the services requested in this Contract.

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

**B. GENERAL INSTRUCTIONS**

I. Proposal Package

All sections of this RFP package are integral to the desired scope of services and proposals shall consider the comprehensive nature of the work. It is intended that the specifications in this RFP shall become part of an exclusive written and signed contract for collection, hauling, processing and disposal with the successful respondent if the City contracts for services. The City reserves the right to further negotiate the terms of any agreement to provide all or part of the services contained in this RFP.

II. Format for Submissions

Properly prepared proposal shall consist of;

Valid Proposal Security  
Price Quotation Sheet  
Guidelines for Services Provided  
Implementation Process and Material  
Collection Schedule (Map)

Failure to submit all the required information may result in the disqualification of the contractors from consideration. Contractors may be asked to give an oral presentation of their proposal later.

All price quotation sheets and schedules must be correctly filled in, using ink or entered in type form. Any erasure or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given commodity or service alternative each relevant item on the price quotation sheet must have the words "NO QUOTATION" entered thereupon.

III. Base Specifications: Deviations

The specification included in this package describes the services which the City feels are necessary to meet the performance requirements of the City and shall be considered the base standards expected of the Contractor. Alternate bids will not be accepted.

IV. Examination of Service Area

Contractor's shall completely inform themselves of all the conditions under which service is to be performed, the service area and all other relevant matters pertaining to the service required to be provided under the enclosed specifications including, but not limited to, roads, collection points, collection procedures required, labor required, hours of operation, and all other factors which would affect execution and completion of the work covered by this RFP.

V. Contractor Information

The Contractor shall furnish the following information (Appendix B, Schedules).

- (a) A list of areas or municipalities in Metro St. Louis for which the Contractor furnishes or has furnished residential solid waste, recyclable and bulky collection and disposal. (Appendix B, Schedule 1).
- (b) A list of final disposal and/or processing sites intended to be used for residential solid waste, recyclables and bulky collection by the Contractor. (Appendix B, Schedule 2).

- (c) A Contractor qualification statement (Appendix B, Schedule 3) if one or more subcontractors are proposed, a subcontractor qualification statement shall be submitted for each subcontractor. (Appendix B, Schedule 3.A.).
- (d) A listing of refuse collection vehicles which will be used within the City limits (Appendix B, Schedule 4). The listing must include year, make, model, gross vehicle weight and axel design, as well as load capacity. Refuse collection vehicles must have covered bodies, be leak proof, cleanable, and not allow blowing or scattering of refuse. The City understands that leaks may occur on occasion, the City does expect any leaks on City of St Ann Streets to be pressure washed, cleaned using oil dry, the oil dry is to be swept up after the street has been cleaned of oil stains.

Contractor should use attachments properly marked as appendix and schedule as necessary to supply all applicable information as requested in this RFP.

VI. Evaluation Criteria

The City will evaluate proposals regarding qualifications and experience, ability to provide services within the identified time schedule, equipment, and services offered. The City reserves the right to reject any and all proposals or to waive any irregularities or deviations and substitutions must be clearly annotated. The selected Contractor will have submitted the proposal that is in the best interest of the City. If a proposal does not satisfy the minimum requirements as set forth in this RFP, the proposal may be disqualified from further consideration at the discretion of the City.

VII. Use of City Name

Contractors submitting proposals are specifically denied the right of using, in any form or medium, the name of the City of St Ann for public advertising, unless express written permission is granted by the Mayor of the City of St Ann, or its designated representative.

VIII. Time Schedule

The City expects to adhere to the following time schedule:

February 14, 2020	RFP Issued
February 28, 2020	Deadline for Bid Submission 10:00AM
March 2, 2020	Council will vote on Solid Waste Provider
March 23, 2020	Information material sent to resident's containers are delivered
April 1, 2020	New Agreement Begins

IX. Execution of the Contract

The Contract to whom the agreement has been awarded shall sign three (3) copies of the agreement and return them with the contractor's performance bond, these documents must be returned to the City within seven (7) calendar days after receipt of the agreement. Failure to execute the agreement and bond and return them to the City within seven (7)

calendar days after receipt of the agreement shall be cause for the annulment of the agreement award. If circumstances beyond the contractors control prohibit a timely execution of this agreement, prior written approval must be requested by the Contractor and receive approval from the City for an extension to the delivery date.

## **C. GENERAL INFORMATION**

### **1. Purpose of this Section**

Descriptions of the current residential solid waste, recycling and bulky collection programs. The General Specifications (Section D of this RFP) are the City's requirements for the contract.

### **2. Description of the Residential Area of the City**

The City of St Ann is an established community located in North St. Louis County. The City has approximately 4,267 units, consisting of single family and two-family units. Currently residents are billed \$53.97 (\$17.99 month) per quarter and \$48.57 (\$16.19 month) for "seniors" 62 and older. Solid Waste and Recycle volume for 2019 is attached to this RFP. Currently, there are 3,594 non-senior accounts. An additional 622 accounts are classified as "senior". "Senior" addresses, current residents address and a map of the city with the current routing will be provided by the current hauler.

### **3. Description of the Current Residential Solid Waste Program**

The current program utilizes an automated solid waste and a recycle container provided by the Contractor and serviced curbside on a weekly basis. Bulky and White Goods are serviced weekly but must be called in and scheduled through the current providers customer service department. The current agreement ends March 31, 2020.

## **D. GENERAL SPECIFICATIONS**

### **1. Intent**

It is the City's intentions to obtain, throughout the term of any contract, a clean, courteous, well-scheduled and well-executed program for the collection, hauling and disposal of residential solid waste, recyclables and bulky waste from the City's single-family residential area. The City's intent by providing this RFP is to guarantee the best possible cost and service for the residents of the City.

### **2. Scope of Work**

The Contractor shall be responsible for everything required to be performed, and shall provide and furnish all the labor, materials, necessary tolls, expendable equipment and supplies, vehicles, transportation services, education services, facilities and landfill space required to perform and complete the collection and disposal of

residential solid waste. Recyclables and bulky waste, with processors require to perform and complete the processing and marketing of recyclables all in strict accordance with the contract. The City reserves the right to audit all records associated with the proper disposal of recycling residential waste and to inspect the facilities used to dispose, recycle and the City's residential waste.

### 3. Duration and scope of Contract

The contract for service shall become effective on April 1, 2020 and shall remain in full force and effect through midnight March 31, 2025. The contract shall consist of a five (5) year contract with options. The City and Contractor at the end of the fifth year if mutually agreed can negotiate future extensions to the current contract. In the event of any such extensions, all terms and conditions of the contract shall be in full force and effect during the extension period, subject to the following:

- The rates to be paid to the Contractor during the first five- year period shall be as listed on the price quotation sheet. All future extensions beyond the initial five-year extensions shall be negotiated between City and Contractor.

### 4. Publicity

The Contractor shall provide adequate publicity to all single-family dwelling units, within the City of St Ann. The successful bidder will be required to send out an information piece to introduce themselves, include guidelines, delivery dates for containers if applicable, holiday schedule, customer service phone number, website, recycling information and qualifications for senior discounts. This information shall be sent out on an annual basis to the residents of St Ann. This information can be sent out in the form of a calendar to all residents and residents serviced by the City of St Ann Police Department. The cost of said calendar shall not exceed \$6,500.00.

### 5. Invoicing for Services

The Contractor shall bill the resident direct quarterly to approximately 4,267 single family units.

HOUSEHOLDS TO BE SERVICED. The Contractor shall collect, remove or dispose of residential solid waste, recyclable materials from only such householders as are within the city limits of the City of St. Ann.

Additionally, the City shall notify the Contractor monthly of the addition of new residential units to be serviced.

## 6. Customer Service

The Contractor shall operate a Customer Service Center for the receipt of calls, voicemails and emails regarding services or issues, and a business office for business transactions. The Contractor must provide a local phone number, email address and website (A Link on the City website will be sufficient) to residents of the City. The Customer Service Center must be properly staffed and be available to answer phones Monday through Friday except certain holidays between the hours of 8:00 a.m. till 5:00 p.m., Saturdays from 8:00 a.m. till noon, except Sundays. Contractors with call centers out of State will not be taken into consideration. All complaints (including missed pick-ups) received by the Contractor before 12:00 p.m. (Noon) shall be abated by 5:00 p.m. on the day the complaint was received. All complaints received after 12:00 p.m. (Noon) shall be abated by 12:00 p.m. (Noon) the following calendar day including Saturday, except Sunday. The Contractor shall follow-up all complaints to insure the complaint has been resolved to the satisfaction of the complainant. Households that are consistently missed will be investigated by the Contractor Supervisor and reported to the City with the resolution. The Contractor shall maintain a monthly log of all complaints received and the time the complaint was abated; furthermore, the Contractor shall provide a monthly report to the City which includes copies of the reports, this report is to be sent monthly to the City Clerk via e-mail. A website specific to the City of St Ann shall be maintained and publicized during the entire contract period, the site should include, important phone numbers, email addresses, local business office address, City of St Ann base services and guidelines along with holiday schedule and pertinent information regarding recycling materials acceptable and unacceptable.

## 7. Collection Schedule

The Contractor shall collect, remove and dispose of residential solid waste, recyclables bulky and white goods materials Monday through Friday, between the hours of 7:00 a.m. and 6:00 p.m., except, that if a regular scheduled pick up falls on a holiday, service will be provided the following day between the hours specified above. During the summer months when temperatures are abnormally hot the Contractor may inquire with the City to begin service at 6:00 a.m.

## 8. Vehicles

The collection of residential solid waste, recyclables or yard waste material shall be by means of vehicles having covered bodies so constructed as to prevent any of the contents from leaking, spilling, falling or blowing out of such vehicles, and all such vehicles shall, at all times, except when being loaded or unloaded be covered so that no part of the contents thereof shall be exposed to public view. All vehicles used within the City in performance of this contract shall carry evidence of a current State of Missouri safety inspection. Vehicle will be kept clean and in a manner that prevents spillage.

#### 9. Collection Points

Contractor shall collect residential solid waste, recyclables, bulky and white goods materials from a point in front of the premise of the household as near to the curb line of the street as possible, without causing interference with vehicular or pedestrian traffic. All residential solid waste, recyclable, bulky and white goods materials shall be immediately removed from the City. NO loaded or partially loaded vehicles are allowed to be parked in the City overnight. Disposal shall be in accordance with all applicable federal, state, county and local laws, ordinances, rules and regulations. Disposal shall only be at state licensed and approved sanitary landfills. Contractor shall, upon commencement of services under this agreement, notify the City of locations of all disposal and composting sites to be used. The City shall be notified in writing prior to any changes in disposal or composting sites used. All recyclable material (e.g., newspaper, aluminum cans, etc.) collected in accordance with the terms hereof shall be removed and recycled in accordance with all applicable federal, state, county and local laws, ordinances, rules and regulations.

#### 10. Disabled Residents

Contractor shall submit a plan to qualify disabled residents permanent or temporary disabled, both will qualify. These residents will receive service at their houseline, (e.g., directly outside garage etc.).

#### 11. “Senior” Discount

The Contractor will bill senior residents 62 years of age and older on a quarterly basis at a 35 % discount. (Appendix A Section A.1).

#### 12. Assignment or Transfer of Contract

The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the consent, in writing, of the City. Any subcontractor(s), and its role in providing services to the City, shall be identified in the proposal.

#### 13. Contract Amendment

Any contract entered into by the Contractor and the City cannot be modified or changed without the written consent of both parties.

#### 14. Contract Termination

The City shall have the right to revoke the contract upon ninety (90) days written notice to the Contractor for failure to perform the required services in the sole opinion of the City.

In the event the Contractor fails to collect solid waste, recyclables, or bulky for any five (5) day period as provided herein, the City is authorized to execute against the performance bond and the ninety (90) day notice provision will thereby be waived, the City having the immediate right to terminate the contract without further notice to Contractor, except for the acts of God that prevent collection.

#### CURE PERIOD

For purposes of this Agreement, Cure Period is defined as the period beginning after the City has provided written notice to the Contractor of any condition that could constitute a Good Reason event within ninety (90) days of the initial existence of such condition and such condition must not have been remedied by the Company within thirty (30) days of such written notice.

#### 15. Compliance

The Contractor shall obtain a City business license or pay whatever means the City has designed to collect from businesses.

#### 16. Title to Wastes

All residential solid waste, recyclables and yard waste from the City's households collected by the Contractor in accordance with the terms of the contract shall become and be the property of the Contractor as soon as the material is picked up or otherwise placed in the Contractors vehicle. All refuse which falls on streets, rights-of-way, common ground, sidewalks, etc., as a result of negligence by the Contractor, shall be solely the responsibility of the Contractor to remove and clean said locations immediately. Any items brought to the attention of the City by concerned residents shall be addressed within twenty-four (24) hours of complaint to City.

#### 17. Annexation

The Contractor shall agree to provide the same solid waste collection service, at same price, to areas annexed by the City, in accordance with State Law.

#### 18. Law Governing

All state, federal and local laws and regulations shall be hereby specifically made a part of this contract as set forth herein. The Contractor shall comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work performed under the contract. The Contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting the Contractor or their employees or the work here under in the relations to the owner or any person, and also to obey all laws and ordinances controlling or limiting the Contractor while engaged in the prosecution of the work under this contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances,

rules, regulations, or specifications, of local, state or federal authorities without such notice to the City, the Contractor shall bear all costs arising therefrom.

#### 19. Performance Bond

The Contractor shall also furnish to the City a Performance Bond or an escrow in lieu of a Performance Bond acceptable to the City in the sum equivalent to one hundred thousand dollars (\$100,000) annually for the term of the contract, with sureties approved by the City indemnifying the City against the Contractors failure or inability to comply with the terms of the City-Contractor agreement or the provisions of these specifications.

#### 20. Litigation

The City's right to cancel this Agreement shall not be construed as to preclude the City from commencing any action against Contractor for breach of said Agreement. Should the City commence any action for breach of said agreement and prevail in same, Contractor agrees to be responsible for costs and expenses of litigation (Including reasonable attorney fees). All Litigation to be filed in the St Louis County Circuit Court, St Louis, County, St Louis, Missouri.

#### 21. Program Specifications

Detail program specifications and requirements are provided for "Basic Service", and "Additional Services". Those submitting proposals must use the price quotation sheet (Appendix A) for submitting price quotes and have an authorized representative sign the price quotation sheet. The prices quoted shall be the maximum the Contractor will charge for the service and timeframe specified.

Basic Service- The Basic Service will include the following specification and requirements for residential solid waste, recyclables, white goods and bulky collection, hauling, processing and disposal of waste generated by the City's single-family dwellings, dwellings of no more than two (2) families, as well as City facilities and City spring and fall cleanups.

- Residential solid waste, recyclables, white goods and bulky waste shall be collected curbside, once per week, all on the same day, for the term of this agreement. Solid Waste and recyclables will be limited to the Contractor supplied container.
- White Goods and Bulky Items, two items per week must be called in and scheduled, at NO cost to the resident.
- The Contractor will supply the City on a Saturday, during a spring month and fall month chosen mutually by City and Contractor, forty (40) cubic yard roll-off containers. One container will be placed in each ward for a City-Wide Cleanup. The clean up will take place from 8:00 a.m. till 12:00 p.m. (Noon). At that time the Contractor will remove the containers and dispose of its contents. Excluded

- products shall be as follows, NO, yard waste, appliances, Electronics, tires, batteries, paint or other hazardous materials.
- **Single Stream Recyclables**, were all material is contained in one container and serviced once per week.
  - **Alternative Recycle Programs** will be considered, please specify these programs on a separate sheet of paper.

## 22. Recycling and Trash Containers

Containers will be provided by the Contractor to the residents at no charge. Containers damaged by the weather, animals or the collection vehicle will be replaced at no charge with no delivery or exchange fees, (NO FEE'S will apply for these type instances), if the container is damaged in anyway by the resident, the contractor may charge a one time exchange fee of no more than \$20.00.

Container sizes of 48,65 and 95 gallon shall be made available to residents.

All recycle and trash containers provided to homeowners shall be consistent in color, size and applicable markings on the container per service. The Company name and phone number should be clearly mark on each container

If the current Contractor is not chosen, they can remove all containers that are currently owned, containers marked St Louis County will remain as owned by the City. The Contractor carts may be removed the last week of March 2020.

### FEE's

No set up or new service fees, no fuel surcharge fees, no dry run fees, no to any surcharge or additional fees unless approved by the council of St Ann.

## 23. Christmas Tree Collection

Christmas trees can be collected as refuse (trash). Trees will be collected at no charge from each household during the month of January each calendar year.

## 24. Residential Solid Waste Containers

All residents within the City limits of St Ann shall receive a 48,65 or 95-gallon container from the successful bidder at no charge. Solid Waste will be limited to said container, at times residents may exceed the one cart limit, Contractor will service all material at that time unless it exceeds three total carts. The Contractor will maintain records so residents do not abuse the limit, the second time the Contractor will warn the resident via, sticker on container, phone conversation etc., that they have exceeded their number of overages. Said container shall be etched with the City Logo.

## 25. Holidays

Contractor will specify how holidays are treated and the ones that are observed, the initial publication will include this information.

## 26. City Facilities

The Contractor shall provide commercial containers and collection of solid waste and recyclables for all City Facilities. No less than two (2) times each calendar week, provide residential solid waste and recyclables collection services to all city-owned facilities at no additional cost to the City or its residents. These collections will be considered incidental to the contract. The Contractor shall furnish sufficiently sized dumpsters and recycle carts as may be necessary and as directed by the City Administrator at the following locations:

1. A 40 cubic yard roll off container will be placed at the City Hall on an on-call basis.
2. An 8 cubic yard container for City Hall, serviced 3 times per week, additional days may be added as needed.
3. Six 8 cubic yard containers for solid waste and one 8 cubic yard container for ash, all will be dumped one time for the City BBQ event.
4. Two 40 cubic yard roll off containers, emptied once each for City of St Ann Days
5. A 40 cubic yard roll off container will be placed at the City of St. Ann Public Works Garage on an on-call basis along with an 8 cubic yard container, serviced 3 times per week, additional days may be added as needed.
6. An 8 cubic yard container for the Community Center serviced 3 times per week, additional days may be added as needed.
7. Two 8 cubic yard containers at Tiemeyer Park serviced 3 times per week, additional days may be added as needed.
8. A 8 cubic yard container for St. Ann Park, serviced 3 times per week, additional days may be added as needed.
9. An 8 cubic yard container for St. Ann Municipal Golf Course, serviced 3 times per week, additional days may be added as needed.
10. The City reserves the right to add additional City owned facilities as needed during the term of the agreement.

## 27. Additional Mobil Cart Rental

Residents may at their expense rent containers (Trash, Recycle) from the preferred Contractor at a per month rate as stated on the price quotation sheet (Appendix A). Any damage to the container caused by the Contractor shall be appropriately replaced within seven (7) business days.

## 28. White Good Collection

The Contractor shall provide collection of white good, (Appliances), on a call in and scheduled basis. No Charge to the Resident or City.

## 29. Insurance & Certificate of Insurance

Contractor shall provide insurance coverage as follows;

- Comprehensive General Liability Insurance: The Contractor shall carry public liability and property damage insurance which shall include bodily injury and accidental death to any person. The policy will include protection for and subject to the minimum limits set forth below:

Public Liability:	\$2,000,000 per person \$2,000,000 per occurrence
Property Damage:	\$2,000,000 per person \$2,000,000 per occurrence

- Comprehensive Automobile Liability Insurance: The Contractor shall maintain Comprehensive Automobile Liability coverage in amounts not less than the limits set forth below:

Bodily Injury:	\$2,000,000 per person
Including Death:	\$2,000,000 per occurrence
Property Damage:	\$2,000,000 each accident

### 30. Satisfactory Coverage:

The insurance which the Contractor is required to obtain and maintain pursuant to this shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the City. Insurance is to be placed with insurer with a Bests' rating of no less than A: VII. The Contractor shall not allow any policies to be cancelled or permit the policies to lapse during the term of the Agreement. All insurance policies shall include a clause to the effect that the policy shall not be cancelled or changed unless thirty (30) days prior written notice has been received by the City and provided further that the notice must be evidenced by receipt of registered letter.

### 31. Workers Compensation Insurance:

The Contractor shall procure and shall maintain during the term of the Agreement, Worker's Compensation Insurance for all of its employees who perform work under the agreement, and in case any such work is sublet, the Contractor shall require the sub-contractor similarly provide Worker's Compensation Insurance for all such employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Worker's Compensation Insurance, In the event, any class of employees engage in hazardous work under the agreement is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause such sub-contractor to provide adequate Employer's Liability Insurance for the protection of its employees not otherwise provided.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

In full compliance with the Workmen's Compensation Act of the State of Missouri and Employer's Liability Coverage the minimum amount of insurance shall be one million (\$1,000,000) per occurrence.

### 32. The City to be indemnified and held harmless:

The Agreement shall require that the Contractor covenants and agrees to release the City from any and all liabilities of any kind or nature in which the right, cause of action or claim of any kind or nature whatsoever may hereafter accrue to the Contractor, its employees or agents, by virtue of the Agreement between the Contractor and the City. Contractor further covenants and agrees to indemnify and hold the City harmless from any and all claims, rights or causes of action or damages of every kind and nature whatsoever that may arise as a result of this Agreement between the City and Contractor and Contractor shall defend or pay the cost of defense for the City arising by virtue of any claim or cause of action or damages. Contractor agrees to pay any and all amounts which the City may be required to pay for damages for compensation connected with any claim arising by virtue of the Agreement between the Contractor and the City. Contractor further agrees to furnish a Certificate of Insurance to the City in the sum of one million dollars, (\$1,000,000), with a certificate designating the City as "Additional Insured A.T.M.A." under its terms so as to indemnify the City from any liability. Contractor agrees to hold the City harmless from as set forth herein.

**33. Environmental Liability Insurance:**

The Contractor either shall maintain in force Environmental Liability Insurance in the amount of Two Million Dollars (\$2,000,000) per pollution event condition and Two Million Dollars (\$2,000,000) aggregate limits or provide the City with a satisfactory letter of indemnity agreeing to hold the City harmless from environmental liability involving the City's residential solid waste and recyclables materials.

**34. Penalties:**

Contractor shall pay the sum of Five Thousand Dollars (\$5,000.00) as liquidated damages to the City for each and every day that Contractor shall fail or refuse to perform its duties and obligations or to comply with the provisions of the contract documents. Contractor shall not be so penalized, if such failure to perform or a delay in performance shall be due to contingencies beyond its reasonable control, including, but not limit to, fire, riots, civil commotion or acts of Nature.

**APPENDIX A**

**PRICE QUOTATION FORM**

Contractor shall provide prices for the following Basic Services of solid waste, recyclables, white goods and bulky as specified on the RFP. The Contractor must either provide pricing for these services as requested in the Price Quotation Form or the words “No Quotation” entered thereupon.

- A. Basic Services: (As Specified in Section 21 Program Specifications) One (1) day per week residential solid waste and single stream recycling collection, bulky and white good collection, serviced at the curbside, spring and fall clean up. Billed to the RESIDENT\_for approximately 4,267 single family units

	Regular	Senior 35%
April 1, 2020 to March 31, 2021	\$ _____	\$ _____
April 1, 2021 to March 31, 2022	\$ _____	\$ _____
April 1, 2022 to March 31, 2023	\$ _____	\$ _____
April 1, 2023 to March 31, 2024	\$ _____	\$ _____
April 1, 2024 to March 31, 2025	\$ _____	\$ _____

Electronics

	Regular	Senior 35%
April 1, 2020 to March 31, 2021	\$ _____	\$ _____
April 1, 2021 to March 31, 2022	\$ _____	\$ _____
April 1, 2022 to March 31, 2023	\$ _____	\$ _____
April 1, 2023 to March 31, 2024	\$ _____	\$ _____
April 1, 2024 to March 31, 2025	\$ _____	\$ _____

Extra Recycle or Trash Cart Rental \$ \_\_\_\_\_

Cost is per month and will not increase for the term of said agreement.

Proposal Submitted by:

Company: \_\_\_\_\_

Company Representative \_\_\_\_\_

Title \_\_\_\_\_

Signature and Date \_\_\_\_\_

Price Quotations in this Appendix shall be firm for ninety (90) days after the opening of the bids.

**AFFIDAVIT OF NON-COLUSION**

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_ (sole owner, partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name / Title

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2019.

[SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires on \_\_\_\_\_.

**APPENDIX B**

**SCHEDULE 1. LIST OF METRO ST. LOUIS, MUNICIPALITIES SERVICED**

Please provide the following information for municipalities for which the Contractor furnished or has furnished residential solid waste, recycling collection for a period of at least two years within the last five years.

Municipality	SFU	Years Serviced	Solid Waste	Recycle		Contact Name and Phone #

**APPENDIX B (CONTINUED)**

**SCHEDULE 2. DESTINATION FOR RESIDENTIAL SOLID WASTE,  
RECYCLABLES AND YARD WASTE**

Please provide the name, location of the destination (transfer station, processing center, landfill) for residential solid waste and recyclables that will be collected in the City.

Name of Facility	Address	Material Accepted	State Certified
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**APPENDIX B (Continued)**

**SCHEDULE 3. CONTRACTOR QUALIFICATIONS STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answered questions made hereafter.

Submitted by: \_\_\_\_\_

Check One:

Corporation

\_\_\_\_\_

Partnership

\_\_\_\_\_

Individual

\_\_\_\_\_

Partnership

\_\_\_\_\_

Name of

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

1. How many years has your organization been in business? \_\_\_\_\_

2. How many years under the present name? \_\_\_\_\_

Under what other names has your business operated?

\_\_\_\_\_

3. If a corporation, answer the following:

- Date of incorporation: \_\_\_\_\_

- State of Incorporation: \_\_\_\_\_
- Presidents Name: \_\_\_\_\_
- General Manager: \_\_\_\_\_

4. If an Individual or Partnership, answer the following:

Date of organization:

Name and Address of Partners (General or Limited)

5. List the residential solid waste, recycling, and yard waste collection experience of the individual who will be overseeing this contract:

6. List three trade references:

7. List two bank references:

8. List names of Insurance Company and name and address of Agents:

9. List all violations your organization has been found guilty of concerning the collection, transportation and disposal of municipal solid waste in St. Louis County over the past two years:

10. Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Title)

11. \_\_\_\_\_, being duly sworn, attests and  
(Name)

Says that he/she is the \_\_\_\_\_ of  
(Title)

\_\_\_\_\_

(Company Name)

And that answers to the foregoing questions and all statements herein contained are true and correct:

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_

APPENDIX B (continued)

SCHEDULE 4. EQUIPMENT INVENTORY

List below all vehicular equipment to be used for solid waste and recyclables in the performance of this contract:

New or Existing	Owned or Leased	MFG & Chassis#	Diesel/Natural Gas	Body Year Type	Capacity	# of axles	
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**COLLECTION SCHEDULE**

Please clarify the days that removal of solid waste and recyclables will occur from residential sites.

SERVICE DAY

SOLID WASTE

RECYCLABLES

NOTICE: This Request For Proposal (RFP), including any amendments, is for the sole use of the intended recipients and may contain confidential and legally privileged information. If you are not the intended recipient of this Request For Proposal (RFP), any review, dissemination, distribution, copying, storage or other use of all or any portion of this RFP is strictly prohibited.

### Republic Services: Residential Tons per Month

Municipality	Waste Type	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug	Sept.	Oct.	Nov.	Dec.	Total	Average
St Ann	YW (in yards)														
	Recycle	47.12	40.16	39.40	51.37	50.30	45.55	46.63	46.28	45.52	36.10	43.13	49.75	541.31	45.10
	Trash	260.77	222.00	241.59	306.12	339.30	288.85	332.03	294.23	221.83	221.80	274.37	311.82	3,314.71	276.22

### City of St. Ann 2019

