

**Request for Bids**

**Solid Waste  
Collection and Disposal  
for the  
City of Camden  
Bids will be received until  
August 07, 2020 at 3:00 PM Local Time**

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**CITY OF CAMDENTON**  
437 West U.S. Highway 54  
Camdenton, MO. 65020  
573-346-3600

***NOTICE TO BIDDERS***

**SOLID WASTE  
COLLECTION AND DISPOSAL  
FOR THE CITY OF CAMDENTON**

Notice is hereby given that the City of Camdenton will be receiving sealed bids for collection, removal, and disposal of residential, commercial, industrial and institutional solid wastes within the city limits of Camdenton.

Bids will be received until **August 07, 2020 at 3:00 PM** local time. Bids will be opened and read aloud at that time. All bids should be submitted in **sealed envelopes** marked as follows:

**Proposal for Solid Waste Collection and Disposal  
City of Camdenton  
City Administrator  
437 West U.S. Highway 54  
Camdenton, Missouri 65020**

Copies of bid instructions, conditions and specifications and other contract documents related to this bid may be obtained from City Hall at the above address. A performance bond will be required of the successful bidder. The City reserves the right to reject any or all bids and waive any informality as are deemed to be in the best interests of the City.

## **INSTRUCTIONS TO BIDDERS**

### **SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

In addition to the requirements set forth in the Legal Notices, all bidders shall be responsible to familiarize themselves and comply with the following instructions:

#### **SCOPE**

The City of Camdenton, Missouri, is seeking proposals from qualified firms for the services of a Solid Waste Collection Services Contractor, to perform all of the collection of solid waste from residential, commercial, industrial, and institutional customers and certain city facilities within the city limits of the City of Camdenton and to dispose of said solid waste at an approved disposal site or sites for the period commencing October 1, 2020 through September 30, 2025.

#### **SUBMISSION OF PROPOSAL**

Each bidder shall submit a bid covering all the services called for in the bid documents. The submission of a proposal shall be considered as a representation that the bidder has carefully investigated all conditions which effect or may, at some future date, effect the performance of the work or services covered by the proposal, the entire area to be serviced as described in the contract documents and that the bidder is fully informed concerning the conditions to be encountered, character, quality and quantity of work, to be performed and the equipment and materials to be furnished; that the bidder is familiar with all Federal, State and County laws, specifically Chapter 260 of the Revised Statutes of Missouri and all codes and ordinances of the City, specifically Chapter 250 of the Camdenton City Code, which in any way effect the execution of the work or persons engaged or employed in the work or materials and equipment used in the work; and that bidder can provide all of the services specified in the bid documents. The successful bidder shall secure all necessary permits at its own expense.

#### **INTERPRETATION OF THE CONTRACT**

If any prospective bidder is in doubt as to the true meaning of any parts of the Request for Proposal the bidder must request an interpretation from the City Administrator in writing. Changes or clarifications shall be made only by an addendum duly mailed or delivered to each prospective bidder who received the bid documents. In order to have a request for interpretation considered, the bidder must deliver the request to the City Administrator not less than ten (10) days before the proposal opening date.

#### **ADDENDUM**

The bidders shall sign each addendum issued and attach it to their proposal in order to have the proposal considered.

#### **QUALIFICATIONS OF CONTRACTOR**

The bidder must be qualified by experience, adequate financial stability and ownership of equipment to do the work called for in the contract. Each bid shall be accompanied by a completed Bidder Qualification Statement.

## **PERFORMANCE BOND**

The Contractor shall furnish and maintain in force throughout the term of this Contract a performance bond with a good and sufficient corporate surety acceptable to the City of Camden in the penal sum of \$50,000 guaranteeing the performance of the Contractor's obligation under this Agreement in accordance with the Contract Documents.

## **BIDDER'S CERTIFICATION**

By the submission of the proposal, the bidder certifies that the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rule of any group, association, organization, or corporation; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal; that the bidder has not solicited or induced any person or corporation to refrain from responding, and the bidder has not sought by collusion or otherwise to obtain any advantage over any other bidder or over the City of Camden.

## **ACCEPTANCE OR REJECTION OF PROPOSALS**

The City of Camden reserves the right to accept the proposal, which in the judgment of the City is the best proposal, to reject any and all proposals, and to waive irregularities in the proposal.

## **AWARD OF CONTRACT**

The award of a contract, if made, shall be made to the most responsible bidder who submits a responsive proposal. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the bidders. The Board of Aldermen shall be the sole judge as to the eligibility and the responsibility of the bidders to satisfactorily perform the work specified within the contract's time.

## **EXECUTION OF CONTRACT**

Within ten (10) calendar days after notification of award of contract, the bidder to whom the award is made shall execute the contract documents specified and submit them to the City Administrator and shall furnish a performance bond and proof of insurance satisfactory to the City of Camden.

## **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, official, agent, or employee of the City either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in the contract.

## **COMMENCEMENT OF SERVICE**

Since no interruption of the existing service is permissible, any service transition must be properly coordinated and executed at the time set. All services hereunder shall begin on October 1, 2020.

**GENERAL CONDITIONS  
AND TECHNICAL SPECIFICATIONS**

**GENERAL CONDITIONS**

**1. PERFORMANCE**

The Contractor shall do all things necessary for the performance of this contract in a workmanlike and acceptable manner in accordance with the Contract Documents. The Contractor shall furnish, unless otherwise provided in the Contract Documents, all implements, machinery, equipment, tools, supervision, labor and facilities necessary for the execution and completion of the work under the Contract.

**2. CONTRACT DOCUMENTS**

The Contract Documents shall complement each other, and what is called for by one is as binding as if called for by all. Documents are intended to include all facilities, equipment, and labor necessary for proper execution of work. The fact that every item of equipment or work necessary to such proper execution or reasonably inferable by such documents is not specifically mentioned does not relieve the Contractor from the responsibility of furnishing same or performing such work. If any discrepancy or question of clarification of the bid documents arises, the Contractor shall consult the City for verification.

**3. AWARD OF CONTRACT**

The right is reserved by the City to reject any and all bids and to waive informalities therein. No bidder may withdraw his bid for a period of thirty (30) days after the time set forth for receipt of bids. The City anticipates that it will award a single contract covering all of the work.

**4. EXECUTION OF THE CONTRACT AGREEMENT**

The individual, firm, or corporation to whom the Contract is awarded shall sign three (3) copies of a Contract Agreement and return them, along with the executed performance bond and certificates of insurance, to the City within ten (10) days after the Notice of Award. No proposal shall be considered as binding on the City unless approved by the Board of Aldermen **and** the successful bidder has executed and filed the Contract agreement, performance bond, and certificates of insurance acceptable to the City, as required.

**5. ASSIGNABILITY**

No portion of the Contract shall be sublet, assigned, transferred, or otherwise disposed of except with the prior written consent of the City. Written consent to sublet, assign, or otherwise dispose of any portion of the Contract shall not be construed so as to relieve the Contractor of any responsibility for the fulfillment of the Contract.

**6. INSURANCE**

The Contractor shall provide and maintain at all times during the term of this Contract all insurance required under this paragraph and provide the City with certificates of insurance verifying that the policy or policies are in full force and effect and that the same will not be altered, amended, or terminated without thirty (30) days prior written notice having been

given to the City; and such insurance has been approved by the City. Said insurance shall specifically name the City of Camdenton as an insured party under said policies, 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. *Worker's Compensation Insurance* - Statutory amount.
- b. *Liability Insurance* - Minimum limits as follows:
  - 1) Comprehensive General Liability Insurance for bodily injury and property damage combined single limit: \$1,000,000 each occurrence and \$2,000,000 aggregate.
  - 2) Auto and Truck Liability Insurance covering all owned, hired, and non-owned vehicles for bodily injury and property damage: \$1,000,000 each occurrence and \$2,000,000 aggregate.

## **7. INDEMNIFICATION OF CITY AGAINST LIABILITY**

The Contractor and its surety shall indemnify and save harmless the City of Camdenton, its officers, agents and employees, from all suits, including attorneys fees and cost of litigation, actions, loss, damage, expense, cost of claims of any character or any nature arising out of any act or omission of the Contractor in the performance of work under this Contract Agreement.

## **8. LAWS TO BE OBSERVED**

The Contractor shall, at all times, observe and comply with all Federal and State laws, local laws, ordinances, orders, decrees and regulations now existing or enacted subsequent to the execution of the Contract which, in any manner, affects the execution of the work at no additional cost to its customers in the City. The Contractor shall procure all permits and licenses; shall pay all charges and fees; and shall give all notices necessary and incidental to the due and lawful execution of the work.

## **9. LIQUIDATED DAMAGES**

The Contractor shall pay the sum of Five Thousand Dollars (\$5,000) as liquidated damages to the City for each and every day that the Contractor shall fail or refuse to perform his duties and obligations or to comply with the provisions of the Contract documents, and the Contractor shall further pay as liquidated damages to the City the sum of Two (\$2.00) Dollars for each collection location pick-up point which, after investigation by the City has been determined by it to have been missed on any collection day; provided, however, that the Contractor shall not be penalized in said amount of Two (\$2.00) Dollars for a missed collection point if a pick-up at any such pick-up point is made within twenty-four (24) hours of the appointed pick-up date. This provision of the Contract is not intended to permit the Contractor to make pick-ups on any regular or frequent basis during the twenty-four (24) hour grace period. If this occurs, it shall be cause for the City to terminate the contract upon thirty (30) days' written notice to the Contractor.

**In the event the Contractor is unable to complete collections on a regularly scheduled collection day, it shall be incumbent on the Contractor to notify the City immediately and as soon as it becomes evident that collections will not be completed.** The Contractor shall not be so penalized as herein above provided if such

failure shall be caused by fire, riots, strikes, extremely severe weather making streets and highways impassable, civil commotion or Acts of God.

In the event any of the above incidents occur, it shall be incumbent on the Contractor to notify the City immediately that the collection has been canceled for that day, and there shall be no container limits imposed on the next regularly scheduled collection day.

**10. EXTENSION OF SERVICE**

Service shall be extended to all new or additional dwelling units, commercial, industrial, or institutional customers immediately upon request for service. The Contractor shall provide this extension of service for the same unit price as specified on the Bid Sheet. The Contractor shall submit an accurate quarterly report of the number of customers served within the City, broken down into residential and commercial accounts.

**11. RESIDENTS' REMOVAL OF THEIR OWN SOLID WASTE**

Nothing herein contained shall be construed so as to prohibit any individual from removing his own residential solid waste from the City.

**12. CITY'S RIGHT TO TERMINATE CONTRACT**

If the Contractor fails or refuses in any manner to fully perform their duties and obligations and carry out each and every term, covenant, and condition of the Contract, they shall be in default by the City. If the Contractor fails to correct such default within the time required by such notice, the City may, at its option terminate and cancel the Contract and, at the expense of the Contractor's surety, complete the Contract, or cause the same to be completed. Such termination shall not affect or terminate any of the rights of the City against the Contractor or his surety then existing or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the City under the law.

In the event that the Contractor shall become insolvent or shall become the subject of a proceeding in a bankruptcy or shall become the subject of any proceeding for the appointment of a receiver, or in the event of any assignment by the Contractor for the benefit of its creditors, or the taking of its trucks, equipment, vehicles, or other facilities used in connection with the performance of the work under any execution, in such events, the City may at its option upon five (5) days' written notice, declare that Contractor to be in breach of its agreement and the City may terminate the Contract and at the expense of the Contractor's surety, complete the Contract or cause same to be completed, and in addition, the City shall be entitled to recover damages and take such other action and seek such other remedies as may be permitted by law.

**13. AUTHORITY OF THE CITY**

The City shall, in all cases, determine any and all questions which may arise concerning the manner or performance of all work; and interpretation of all contract provisions; the acceptable fulfillment of the contract in all respects; the proper compensation for the performance or breach of the Contract; all claims of any character whatsoever connected with or growing out of the work, whether claimed under the Contract (including any supplementary agreement or change order), or otherwise; and its estimates and decisions shall be final, binding and conclusive upon all parties hereto. The City Administrator or his

designee is designated as the City's representative in the determination of this section.

#### **14. COLLECTION AND TRANSPORTATION**

- a. The Contractor shall collect and dispose of all solid waste material as defined in the technical specifications of this bid proposal. Collection of such solid waste materials shall be made from a location as close to the street as possible.
- b. The Contractor shall furnish all necessary labor, materials and equipment to perform the work specified under this contract to collect all solid waste, as specified herein.
- c. Collection shall be once within each seven (7) day period on the same day of each week. The Contractor will be required to establish regular routes and schedules for collection and notify the City residents of such schedules. Collections will be allowed on alternate days for weeks containing a holiday provided the Contractor notifies residents of the change in date of collection.
- d. The Contractor shall only make collections between the hours of 6:00 A.M. and 9:00 PM, or at such other times as may be authorized by the Board of Aldermen. No collections shall be made between the hours of 9:00 PM and 6:00 AM. The Contractor shall exercise care to keep noise at a minimum.
- e. All spillage of waste caused by the Contractor at any stage of the collection and transportation operation shall be immediately removed.
- f. The Contractor shall replace lids after emptying containers and put containers back where they were originally.
- g. Solid Waste Containers that are the property of the Contractor shall be maintained for purposes both for aesthetics and hygienically.
- h. Contractor shall use a state-approved processing facility or land disposal area for the disposal of all solid waste collected in the City and shall dispose of such waste in accordance with Missouri statutes and regulations.
- i. The Contractor shall provide, keep and maintain vehicles constructed and designed for use in the collection and transportation of solid waste and shall properly maintain such vehicles for reasonable performance, appearance and sanitary conditions and to prevent them from leaking or spilling waste material. Such vehicles shall also be licensed, and safety inspected in accordance with Missouri law.
- j. The Bid Proposal does not require the contractor to supply or furnish trashcans, boxes, bags, or other receptacles to the residents of the City. The bid proposal does provide, however, that if the Contractor does make containers, cans, carts or other receptacles available to the residents that such containers or receptacles must meet the specifications contained in the Technical Specifications portion of the Bid Proposal. The Contractor must also satisfy the provisions of paragraphs 14.6 and 14.11 of the Instructions to Bidders with respect to any such containers and receptacles provided.
- k. If containers and receptacles are made available to the residents of the City, the costs of such containers to individual residents and businesses must be included in bills sent to those residents at a monthly rate and the charge or charges for such containers or receptacles must be spelled out in the Bid submitted by the Contractor.
- l. The Bid Proposal does not provide for the disposal of "non-compactable" materials. If, the prospective bidders wish to address this issue and provide a specific definition for non-compactable materials they will not collect in waste compactor vehicles,



along with a list of examples, and a separate procedure and cost schedule for the collection of the same, the City will consider those bid provisions after being received.

- m. The contractor will provide the collection of trash and recyclables at NO charge to the following city owned properties.

City Hall/Police Facility

Public Works Maintenance Facility

Dale Blair Memorial Cemetery

Camdenton Memorial-Lake Regional Airport

Wastewater Treatment Plant

Camdenton Community Park (will include twice weekly pickup)

Camdenton Aquatic Center

Camdenton Baseball Facilities

Courtesy Containers on the Square

Contractor agrees to provide both an Annual Spring and Fall Cleanup with trucks and drivers to pick up all acceptable waste items at the curb from each participating residential and business on a city approved clean up week.

## **15. SUPERVISION**

- a. The Contractor shall have a supervisor in charge of operations, other than the driver who has authority to make decisions, who shall visit or be available to the City each day, Saturdays and Sundays excluded, for the purpose of receiving information on complaints which shall be corrected promptly and on the same day, unless more time is allowed by the City Administrator or his designee. The Supervisor will also be required to have radio contact with all vehicles providing service to the City.
- b. The City Administrator or his designee shall be the City's representative in seeing that all contract obligations are complied with.

## **16. BILLING AND COLLECTIONS**

The Contractor shall bill and collect from residential, commercial, industrial and institutional customers for its services at the rates set forth in Contractor's Proposal Form and shall hold the City harmless from any liability for delinquent accounts of the Contractor. Commercial, industrial and institutional customers shall be billed monthly and residential customers shall be billed quarterly.

## **TECHNICAL SPECIFICATIONS**

### **1. SOLID WASTE**

The solid waste materials referred to in this bid proposal includes all solid waste, garbage, refuse, discarded materials and undesirable solid and semisolid residual matter resulting from industrial, commercial or residential activities with the exception of bulky trash, yard waste, white goods, tires and lead-acid batteries all as defined herein. Solid waste removal services shall be provided by the Contractor to all residents of the City of Camdenton.

### **2. CONTAINERS FOR HOUSEHOLD TRASH**

Containers provided by the Contractor shall be constructed of rigid materials such as

galvanized metal, polyurethane or other materials capable of being freestanding; boxes with tight-fitting lids or fold-down tops; and large, heavy-duty plastic bags tightly tied. Each container shall have a capacity of no more than seventy-five (75) gallons and shall have tight-fitting covers or lids.

### **3. HOUSEHOLD SERVICE CARTS**

Receptacles provided by the Contractor for solid waste intended primarily for household use and equipped with handles and wheels shall have a capacity not exceeding 100 gallons and be capable of being wheeled by one person and dumped into trash collection trucks by one person with the use of special equipment installed upon said trucks. "Approved household service carts" shall meet the above description and, in addition thereto, be approved by the City and the Contractor and be compatible with the equipment installed upon the authorized collector's trash collection trucks. Contractor shall offer such carts at a monthly charge billed in accordance with the contract.

### **5. BULKY TRASH**

Collection and disposal of household waste materials which will not fit in containers as defined in this document, but which are capable of being carried to the curbside by two persons. Bulky solid waste shall include such items as household equipment, furniture, and rugs, but shall not include white goods, tires, lead-acid batteries, vehicles, motors, rocks, stones or dirt-bulky trash shall be collected from the curb by appointment for a separate charge billed to the occupant by the contractor. Residents will make said appointment with the contractor. The charge for additional collections of bulky refuse shall be agreed upon between the contractor and the resident desiring service and said charge is to be based upon the weight, size and type of materials involved.

If there is a dispute between the contractor and the user requiring service as to the rate to be charged, the dispute shall be resolved, and rate fixed by the Board of Aldermen of the City of Camden.

### **7. YARD WASTE**

Yard waste shall consist of leaves, grass clippings, yard and garden vegetation and Christmas trees. The term does not include stumps, roots or shrubs with intact root balls.

### **8. WHITE GOODS, TIRES AND LEAD-ACID BATTERIES PICKUP**

As used in this bid proposal "White Goods" means clothes washers and dryers, water heaters, trash compactors, dishwashers, microwave ovens, conventional ovens, ranges, stoves, woodstoves, air conditioners, refrigerators and freezers. "Battery" or "lead-acid battery" means a battery designed to contain lead and sulfuric acid with a nominal voltage of at least six volts and of the type intended for use in motor vehicles and watercraft. "Tire" means a continuous solid or pneumatic rubber covering encircling the wheel of a motor vehicle or trailer as defined in Chapter 301, RSMo. "Waste tire" means a tire that is no longer suitable for its original intended purposes because of wear, damage, or defect.

### **9. COLLECTION OF BULKY TRASH, YARD WASTE, WHITE GOODS, TIRES AND LEAD-ACID BATTERIES**

Solid waste collection of bulky trash, yard waste, white goods, tires and lead-acid batteries

as defined herein shall be collected by appointment, for a separate charge billed to the occupant by the Contractor. Residents will be required to make appointments with the Contractor for the collection of such items. The charge for additional collections of solid waste described in this section shall be agreed upon between the Contractor and the resident desiring service and said charge is to be based upon the weight, size and type of materials involved.

If there is a dispute between the Contractor and the user requiring service as to the rate to be charged, the dispute shall be resolved and the rate fixed by the Board of Aldermen of the City of Camden.

**SOLID WASTE COLLECTION AND DISPOSAL  
CITY OF CAMDENTON  
2020  
ALTERNATE BID REQUEST FOR CURBSIDE RECYCLING**

City of Camden is considering an Alternate Bid Request for curbside recycling service availability for the residents of Camden. This bid is optional. If an alternate bid for curbside recycling is submitted and accepted, the terms and conditions of the General Conditions and Technical Specifications would apply to the curbside recycling bid.

A detailed explanation of the curbside recycling plans should include, but not limited to:

- ◆ Cost
- ◆ Frequency
- ◆ Materials that will be picked up
- ◆ Mandatory to all subscribers to trash service or optional
- ◆ What type of recycling specific containers will be required of the subscriber
- ◆ Would this replace the availability of the recycling bins in Section 4 of Technical Specifications

\_\_\_\_\_ **YES**, A bid and detailed plan for curbside recycling is attached.

\_\_\_\_\_ **NO**, We will not be bidding the curbside recycling availability.

**CITY OF CAMDENTON**  
**SOLID WASTE COLLECTION**  
**AND DISPOSAL SERVICES BID**  
**STATEMENT OF QUALIFICATIONS**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone No:** \_\_\_\_\_

**Fax No:** \_\_\_\_\_

**Years in Business:** \_\_\_\_\_

**Number of Customers:** \_\_\_\_\_

**Number of Employees:** \_\_\_\_\_

**Fleet Size:** \_\_\_\_\_

**Primary Disposal Site:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Secondary Disposal Site:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Current Municipal Customers:** \_\_\_\_\_  
\_\_\_\_\_

Please attach any additional information which you feel is relevant to your qualifications