

THE CITY OF MOSCOW MILLS  
REQUEST FOR WASTE COLLECTION PROPOSALS

INSTRUCTIONS

1. Request for Proposals

The City of Moscow Mills, (hereinafter known as the “City”), Lincoln County, Missouri, is seeking proposals for collection, processing, hauling, and disposal of residential solid waste, recyclables, yard waste and bulky items. City is furnishing herein a set of specifications by which such proposals shall be considered. Any individual or firm (hereinafter “Contractor”) desiring to provide a quotation for services shall submit proposals following the instructions and format of the attached Proposal (RFP) documents.

2. Intent

It is City’s desire to hire a Contractor who will provide clean, courteous, on-time service for the collection, hauling and disposal of solid waste, recyclables, and yard waste from the City.

3. Inquiries

All inquiries regarding this solicitation should be directed to:

City of Moscow Mills  
Linda Haynes, City Clerk  
P.O. Box 36-Mailing  
995 Main Street-Physical  
Moscow Mills, MO 63362  
636-356-4220

4. Time Schedule

RFP Due Date and Bid Opening:	Friday, October 09, 2020 at 3:00 p.m.
Award of Contract:	Tuesday, October 13, 2020 at 6:30 p.m.
Commencement of Contract Services:	January 1, 2021

Sealed Proposals shall be delivered to:

City of Moscow Mills  
Linda Haynes, City Clerk  
P.O. Box 36-Mailing  
995 Main Street-Physical  
Moscow Mills, MO 63362

Sealed proposals shall be received by the City of Moscow Mills at the above address until 3:00 p.m. on Friday, October 9, 2020, publicly opened and read aloud for the proposed letting of a contract for waste collection in the City of Moscow Mills.

NOTE: Sealed envelopes should be clearly labeled “Sealed Proposal for Waste Collection

Services”, with Contractor’s name.

Proposals received prior to the time of opening will be kept and remain unopened.

5. Withdrawal of Proposal

If Contractor wishes to withdraw a proposal, Contractor must submit a written notification of withdrawal to the City prior to the due time of the proposal. Failure to do so may result in forfeiture of the posted bid bond.

6. Rights of the City

City will evaluate proposals based on Contractors’ past performance, experience, equipment to be used, and price offered. City reserves the right to reject any or all proposals, to waive informalities or irregularities, and to determine the lowest responsible price for services. City also reserves the right to make its Contractor selection based on the qualifications of the Contractor rather than price.

7. Bid Package

Each potential Contractor should provide the following:

- A. Solid Waste Services Agreement w/ Proposed Changes (if any)
- B. Completed Specifications / Bid (A, B, C, and D)
- C. City Map(s) w/ Collection Routes and Dates
- D. Contractor Qualification Statement
- E. Contractor References
- F. Subcontractor List
- G. Destination Points
- H. Vehicle Information
- I. Holiday Schedule
- J. Special Pickups Plan
- K. Proposed Education Letter
- L. 50% Discount Plan
- M. Emergency Plan
- N. Additional Questions
- O. Bid Bond
- P. Proof of Insurance
- Q. Worker Eligibility Verification Affidavit
- R. Proof of E-Verify Enrollment
- S. Contacts and Official Signature Page

8. Format for Proposal Submissions

All forms requiring signatures must be properly signed in ink. If the Contractor is unable to provide a quotation on a given service, then the relevant item on the price quotation sheet must have the words “No Quote” entered.

A Solid Waste Services Agreement shall be returned with the proposal and any proposed

changes to the Agreement should be noted by the Contractor.

If the Contractor is unwilling or unable to meet any of the specifications contained in the RFP, it shall list all requested deviations from the specifications, and a justification shall be stated for such deviations.

A bid bond shall accompany each proposal. The bid bond may be in the form of a bond, certified check, or a bank cashier's check in the amount of Two Thousand Five Hundred Dollars (\$2,500.00). Proposals submitted without the required bond will be rejected.

## **SOLID WASTE SERVICES AGREEMENT**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between \_\_\_\_\_, hereafter for all purposes “Contractor” and the City of Moscow Mills, hereinafter for all purposes “City”.

### **SECTION 1: General Provisions**

It is understood and agreed by and between Contractor and City that, for and in consideration of the granting by City to Contractor of the exclusive right, privilege and duty to collect, haul and dispose of solid waste, recyclables and yard waste, Contractor shall perform as detailed herein.

The Agreement for services shall become effective on January 1, 2021, and shall remain in effect through December 31, 2023, a period of three (3) years. The City shall have the option to extend the term of the Agreement for a maximum period of two (2) years. The City must exercise said option by notice in writing to the Contractor no later than ninety (90) days prior to the expiration of the term of the Agreement. In the event of such extension, all terms and conditions of the Agreement shall be in effect during the extension period, subject to the then current rate structure, insurance and performance bond.

It is further understood and agreed that the Contractor, having made a careful examination of Chapter 60 of the Moscow Mills Municipal Code and any amending ordinances, shall be bound by all such provisions now in full force and effect and any amendment thereto which may hereafter become effective during the life of this Agreement.

### **SECTION 2: Contractor covenants and agrees as follows:**

1. Contractor agrees to provide all services in compliance with:
  - a. The terms, conditions, restrictions and promises contained in the RFP, Contractor’s bid, and herein; and
  - b. Professional and good workmanlike standards of performance; and
  - c. All applicable laws, ordinances, rules, regulations and permits including those provisions of Chapter 250 RSMo., the rules and regulations promulgated thereunder, those permit and licenses held by Contractor, and applicable processing, transfer, and landfill regulations.
2. Contractor’s final Bid to City herein accepted by the City shall be incorporated as Appendix “A” of this Agreement, incorporated herein, and binding on Contractor and City.
3. Contractor shall bear the costs of performing the operation and transportation services, included but not limited to, all maintenance costs required to maintain its vehicles, all operating costs for equipment and personnel, all permit and license fees.
4. Any subcontractors utilized by Contractor shall be subject to approval by the City and shall have the same responsibilities as Contractor. Should any subcontractor utilized by the Contractor fail to comply with the terms of this Agreement; the same shall be considered default

by the Contractor.

5. Contractor shall provide a printed education letter or brochure to be distributed to each eligible household within the City for the purpose of explaining collection schedule and procedures. This education letter or brochure shall be delivered before the commencement of contracted services.

6. Contractor is to provide the services listed in the specifications to senior citizens (62 years and older) and to residents who are 100% disabled (as determined by the office of Social Security) at a 50% discount from the unit prices listed in the bid form. The Contractor is to provide reasonable procedures to apply for and qualify for this discount.

7. Service shall be provided in a workmanlike manner. Contractor is responsible for removing any excess, debris, leachate spillage, or truck fluid seepage from the collection routes in the City limits. All solid waste, recyclables and yard waste collected shall be immediately removed from the City. No loaded or partially loaded vehicle(s) is allowed to be parked in the City overnight.

8. Contractor shall furnish to the City a Performance Bond specifying the City, in the amount of \$150,000.00, for the term of this Agreement, including optional extensions.

9. Contractor agrees to keep the following insurance in full force and effect during the term of this Agreement, at is own expense, with a company or companies acceptable to the City, with the following coverages:

**Worker's Compensation**

Coverage: As prescribed by  
Missouri State Statutes

**Automobile Liability**

Bodily Injury: \$500,000.00 each  
occurrence  
Property Damage: \$500,000.00 each  
occurrence

**Comprehensive General Liability**

Bodily Injury: \$435,849.00 each occurrence  
\$2,905,664.00 aggregate  
Property Damage: \$435,849.00 each  
occurrence  
\$2,905,664.00  
aggregate

Notwithstanding the above limits, at all times, Contractor's insurance coverage shall be no less than Missouri sovereign immunity limits set forth in §537.610, RSMo. The policies shall be endorsed and provided to the City within thirty (30) day's prior written notice of termination, cancellation or material change in coverage. A Certificate of Insurance evidencing the above

coverage with company(ies) acceptable to the City shall be submitted to the City prior to performance of any services. Said insurance companies must be authorized to conduct business in the State of Missouri (in good standing with the Secretary of State and the Division of Insurance) and have an A.M. Best Rating of at least an "A". City shall be named as an additional insured, on a primary and non-contributory basis. Said policy shall contain a waiver of subrogation clause.

10. To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Contract or out of services and operations negligently performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

### SECTION 3: Revocation or Default

1. City reserves the right to revoke this agreement and all provisions thereof in the event that Contractor fails in any of the obligations below:

- A. Violates any provision of this Agreement or city ordinance, except if such violation is an act of God; or
- B. Fails to maintain or provide liability indemnification coverage or performance bond requirements herein; or
- C. Frequently violates any reasonable orders or rulings of any regulatory body having jurisdiction over Contractor relative to the collection, disposal, or processing of solid waste unless such orders or rulings are contested by Contractor as authorized by law; or
- D. Contractor attempts to evade any provision of this Agreement or the provisions of the City's ordinances; or
- E. Contractor is insolvent, or is placed in receivership, or is unable or unwilling to pay its debts or is adjudged to be bankrupt.

2. In the event Contractor fails to collect refuse for any seven (7) day period as provided herein, City is authorized to execute against the Performance Bond and the thirty (30) day notice provision will thereby be waived, City having the immediate right to terminate the Agreement

without further notice to Contractor, except for an act of God that prevents collection.

#### SECTION 4: Statutory Requirements

1. **Prevailing Wage:** Contractor shall pay not less than the hourly rate of wages as determined by the Department of Labor and Industrial Relations, State of Missouri, in accordance with Sections 290.210 to 290.340 RSMo. Furthermore, Contractor will forfeit a penalty to Owner of \$100.00 per day if a worker is paid less than the prevailing rate for any work done under this Agreement by Contractor or by any Subcontractor of the Contractor pursuant to Section 290.095 RSMo. Contractor and each Subcontractor shall post a list of all prevailing wage rates in a prominent and easily accessible place at the worksite for the entire time that a worker is employed on the Project pursuant to Section 290.265 RSMo.
2. **Authorized Employees.** Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.
3. **Excessive Unemployment Requirements:** Contractor hereby agrees to comply with the provisions of Section 290.550, et seq., of the Revised Statutes of Missouri (hereinafter the “Excessive Unemployment Law” and incorporated herein by reference), when there is “a period of excessive unemployment” (as that term is defined under the Excessive Unemployment Law). This requirement includes, without limitation, the obligation to use only “Missouri laborers” and “laborers from nonrestrictive states” (as those terms are defined under the Excessive Unemployment Law) in constructing or building any public works project or improvement, except as may otherwise be allowed under the Excessive Unemployment Law.

#### SECTION 5: Conclusion

1. It is understood and agreed that Contractor has satisfied itself as to the nature and extent of the work to be performed under this Agreement. No verbal agreement or conversation with any officer, agent, or employee of City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.
2. It is hereby further stated and agreed by and between the parties hereto that this Agreement may not be amended without written agreement of both parties.
3. If any portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions hereof.
4. The Law of the State of Missouri shall govern this Agreement.

IN WITNESS THEREOF, the parties hereto execute this agreement the day and year first above

written.

CITY OF MOSCOW MILLS

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk



CITY OF MOSCOW MILLS  
**Specifications / Bids**

Estimated City Population: 3,300  
Estimated Number of Households: 930 needing services  
Map: Included in packet  
City Facilities: See map

Pickup shall not start before 6:00 a.m. and shall not continue after 6:00 p.m.

**I. Contract Term:** Three (3) year contract, plus two (2) one (1) year renewal options

**II. Services to be Provided:**

The following specifications apply to residential solid waste once-a-week collection, hauling, processing and disposal generated by the City's single-family households, excepting Pine Tree Manor, Elm Tree Commons, and residences on Truman Court.

**Service shall also be provided for all City facilities at no extra charge.**

**A. SOLID WASTE COLLECTION:**

TYPE: Curbside  
FREQUENCY: Once per week  
CONTAINER: Contractor provided 96 gallon/wheels/lid  
SPECIAL CONSIDERATION: 50% Qualifying Discount  
Extra Tote Cost \_\_\_\_\_  
Administrative Fee Retained by City for Billing \_\_\_\_

**BID:** YEAR 1 \$ \_\_\_\_\_ PER MONTH  
YEAR 2 \$ \_\_\_\_\_ PER MONTH  
YEAR 3 \$ \_\_\_\_\_ PER MONTH  
OPTION YEAR 4 \$ \_\_\_\_\_ PER MONTH  
OPTION YEAR 5 \$ \_\_\_\_\_ PER MONTH

**What day of the week would pickup be? \_\_\_\_\_**

**What is Contractor's Definition of Solid Waste:**

**B. BULKY ITEM COLLECTION:**

TYPE: Curbside  
FREQUENCY: Once per month  
CONTAINER: N/A  
SPECIAL CONSIDERATION: \_\_\_\_\_

**BID:** YEAR 1 \$ \_\_\_\_\_ PER MONTH  
YEAR 2 \$ \_\_\_\_\_ PER MONTH  
YEAR 3 \$ \_\_\_\_\_ PER MONTH  
OPTION YEAR 4 \$ \_\_\_\_\_ PER MONTH  
OPTION YEAR 5 \$ \_\_\_\_\_ PER MONTH

What day of the week would pickup be? \_\_\_\_\_

**What is Contractor's Definition of Bulky Item:**

**C. RECYCLABLES COLLECTION:**

TYPE: Curbside  
FREQUENCY: Once per week  
CONTAINER: \_\_\_\_\_  
SPECIAL CONSIDERATION: \_\_\_\_\_

**BID:** YEAR 1 \$ \_\_\_\_\_ PER MONTH  
YEAR 2 \$ \_\_\_\_\_ PER MONTH  
YEAR 3 \$ \_\_\_\_\_ PER MONTH  
OPTION YEAR 4 \$ \_\_\_\_\_ PER MONTH  
OPTION YEAR 5 \$ \_\_\_\_\_ PER MONTH

**What day of the week would pickup be? \_\_\_\_\_**

**What is Contractor's Definition of Recyclable:**

**D. YARD WASTE COLLECTION:**

TYPE: Curbside  
FREQUENCY: Once per week  
CONTAINER: \_\_\_\_\_  
SPECIAL CONSIDERATION: \_\_\_\_\_

**BID:** YEAR 1 \$ \_\_\_\_\_ PER MONTH  
YEAR 2 \$ \_\_\_\_\_ PER MONTH  
YEAR 3 \$ \_\_\_\_\_ PER MONTH  
OPTION YEAR 4 \$ \_\_\_\_\_ PER MONTH  
OPTION YEAR 5 \$ \_\_\_\_\_ PER MONTH

**What day of the week would pickup be? \_\_\_\_\_**

**What is Contractor's Definition of Yard Waste:**

**PROVIDE CITY MAP(S) W/ COLLECTION ROUTES AND DATES**

**CONTRACTOR QUALIFICATION STATEMENT**

Check One:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other (specify)

Name of Firm:

Address:

Telephone Number:

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

(a) How many years has your organization been in business under its present name?

(b) Under what other or former names has your organization operated?

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2. If a corporation, please answer the following. If a division or subsidiary is submitting a proposal, items (a) through (f) apply to the parent organization.

(a) Date of incorporation:

(b) State of incorporation:

(c) President's name:

(d) Vice-President's name:

(e) Secretary's name:

(f) Treasurer's name:

Division President or General Manager's Name:

3. In an individual or partnership, please answer the following:

(a) Date of organization:

(b) Name and address of all partners (state whether general or limited partnership):

4. If other than a corporation or partnership, describe organization, listing name and address of principals:

5. List at least one bank reference:

6. List name(s) of insurance company and name and address of agent(s):

7. List all violations your organization has been found guilty of concerning the collection, transportation, or disposal of solid waste in Missouri over the past five (5) years:

**CONTRACTOR REFERENCES**

Please provide a list of areas or municipalities within a 100-mile radius of the City that the Contractor furnished or has furnished residential solid waste, recycling, and yard waste collection. No more than five (5) municipalities need to be listed.

**SUBCONTRACTOR LIST (NAME AND ADDRESS)**

### **DESTINATION POINTS**

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

### **VEHICLE INFORMATION**

Please provide a list of the type of solid waste, recycling and yard waste collection vehicles that will be used within the City limits including year, make, model, vehicle, weight, axle design, as well as loaded capacity. All collection trucks shall be empty when entering the city limits of Moscow Mills for the purpose of service. Collection trucks shall not be of a gross weight, when loaded, that exceeds the weight you Contractor states below.



## **HOLIDAY SCHEDULE**

Please provide a list of the Holidays on which collection will not be made with an alternate pickup date.

## **SPECIAL PICKUPS**

Please provide your plan to handle Special Pickups due to localized storms, natural disasters or for a Citywide Beautification Program, including the cost.

**PROPOSED EDUCATION LETTER**

Please provide a printed education letter or brochure to be distributed to each eligible household within the City for the purpose of explaining collection schedule and procedures. This education letter or brochure shall be delivered before the commencement of contracted services.

**50% DISCOUNT**

Please provide a reasonable procedure to apply for and qualify for a Senior Citizen (62 and older) and 100% Disabled (as determined by the office of Social Security) discount.

## **EMERGENCY PLAN**

Please provide an emergency plan that will make provision for replacing or substituting vehicles, personnel, and facilities to be utilized under this Agreement.

## **ADDITIONAL QUESTIONS**

1. Please describe the process a resident would follow to report a damaged toter and the procedure your company uses for providing a replacement (i.e. number of days after reported).

2. Services for a residential customer within Moscow Mills City limits shall only be set up by the City of Moscow Mills. When you are notified by the City of the new customer, how long will it be before a toter is delivered to them?

3. What is your company's expected procedure for picking up toters when the City notifies you that a residence no longer needs trash service due to it being vacant?

4. How would your company handle a customer that has a missing toter? If the toter is never found, would the customer be financially responsible? If so, would this be an issue directly between your company and the resident?

5. The City currently has several residences that are unoccupied. We do not desire to have trash service at these homes until they are occupied. Would the City be billed for these residences that are empty, or only for the homes who have trash scheduled with City Hall?

**PROVIDE BID BOND, PROOF OF INSURANCE, WORKER ELIGIBILITY  
VERIFICATION AFFIDAVIT AND PROOF OF E-VERIFY ENROLLMENT.**

**CONTACT INFORMATION AND OFFICIAL SIGNATURE**

The foregoing bid quotations shall be **firm** for one hundred twenty (120) days after the bid opening of the proposals.

COMPANY NAME:

ADDRESS:

TELEPHONE NUMBER#:

FAX #:

EMAIL ADDRESS:

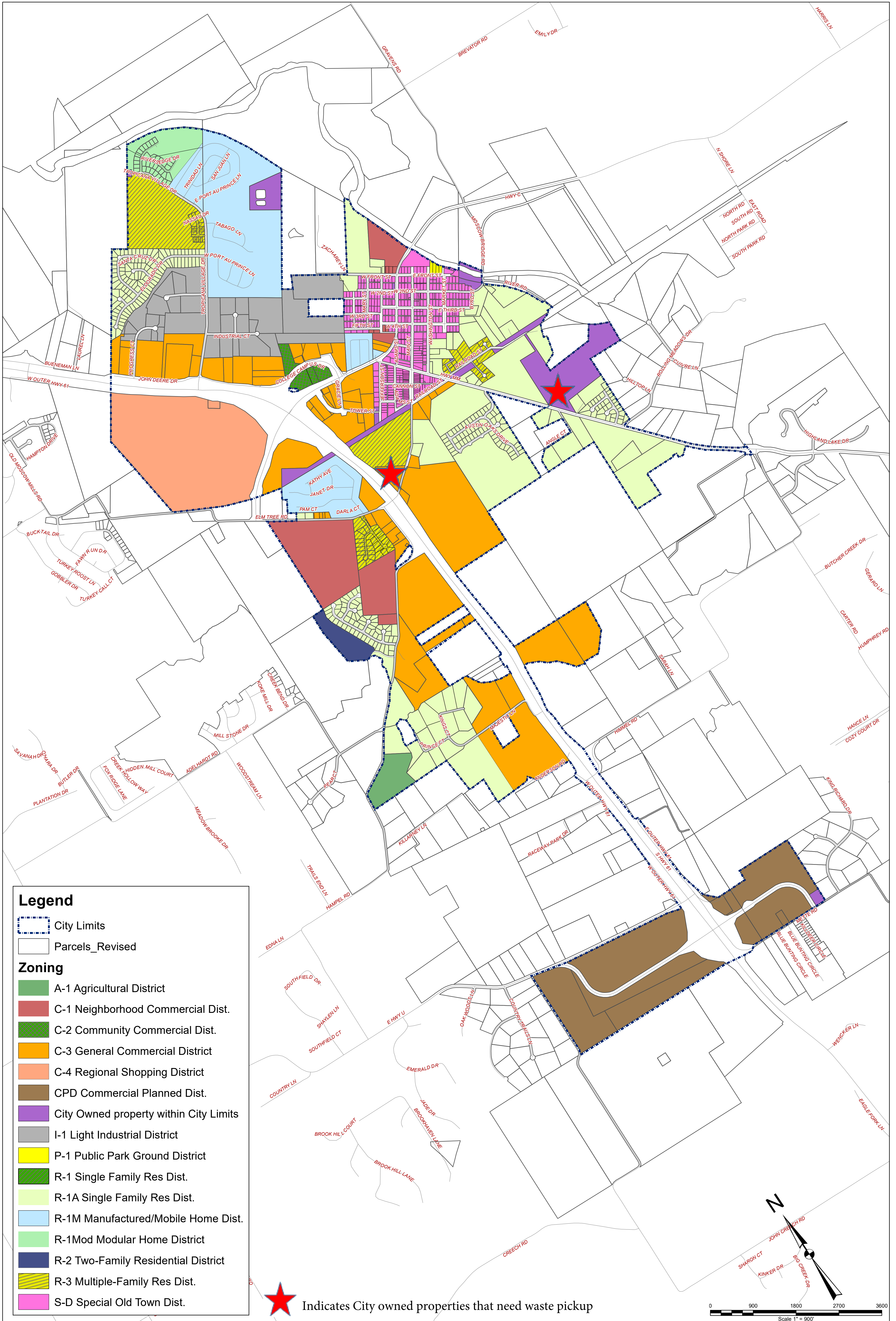
BUSINESS HOURS CONTACT NAME:

CONTACT PHONE NUMBER:

NON-BUSINESS HOURS CONTACT NAME:

CONTACT PHONE NUMBER:

Authorized Official Signature \_\_\_\_\_ Date \_\_\_\_\_



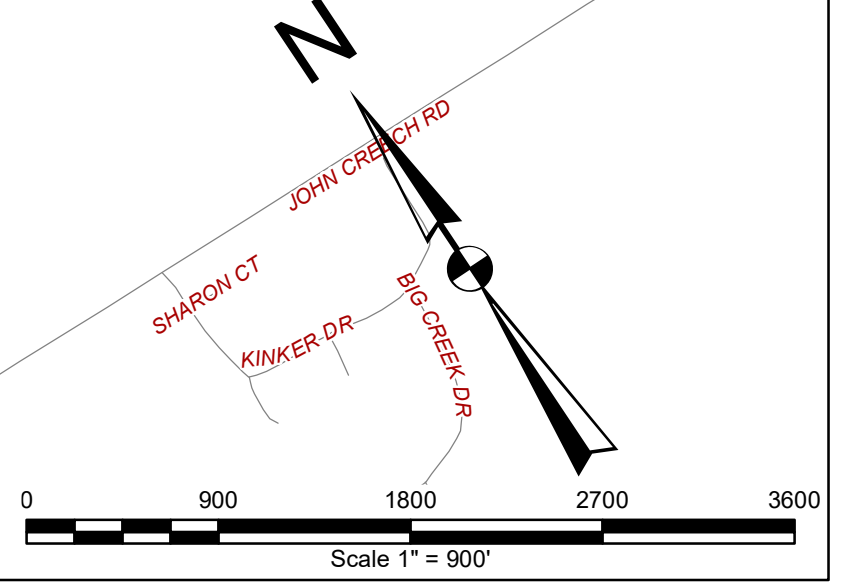
**Legend**

- City Limits
- Parcels\_ Revised

**Zoning**

- A-1 Agricultural District
- C-1 Neighborhood Commercial Dist.
- C-2 Community Commercial Dist.
- C-3 General Commercial District
- C-4 Regional Shopping District
- CPD Commercial Planned Dist.
- City Owned property within City Limits
- I-1 Light Industrial District
- P-1 Public Park Ground District
- R-1 Single Family Res Dist.
- R-1A Single Family Res Dist.
- R-1M Manufactured/Mobile Home Dist.
- R-1Mod Modular Home District
- R-2 Two-Family Residential District
- R-3 Multiple-Family Res Dist.
- S-D Special Old Town Dist.

Indicates City owned properties that need waste pickup



**Mat of Moscow Mills City Limits including Zoning Classifications**

Information current through Ordinance #907, 7/14/2020

DATE 7/14/2020  
JOB NO: 12481

DRAWN BY: KNL  
**FIGURE 1**