

**CITY OF HARRISONVILLE MISSOURI
REQUEST FOR PROPOSALS (“RFP”)
SOLID WASTE COLLECTION & DISPOSAL AND
RECYCLABLE MATERIALS COLLECTION & PROCESSING**

The City of Harrisonville, Missouri (the “City”) is soliciting proposals (“Proposals”) from those contractors (“Contractors”) seeking to provide for the collection and disposal of residential and public facility solid waste and recyclable commodities.

Proposals must be received no later than 5:00 p.m., Monday, June 21, 2021. Proposals submitted after that date and time will not be considered.

The City reserves the right to reject any or all Proposals and to award a contract based upon the lowest, responsive, responsible Contractor in accordance with determination factors required in the City’s current applicable procurement policy.

This is a request for Proposal, not a competitive bid process.

Three (5) copies of the Proposal, together with appropriate schedules, as required in this RFP must be submitted in a sealed envelope as described below. If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal.

The City may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals. Any Proposal received after the time and date specified above shall not be considered.

Proposals shall be sealed, clearly marked, and delivered to:

**City of Harrisonville
City Administrator
300 E. Pearl St.
Harrisonville, MO 64701**

**PROPOSAL FOR SOLID WASTE COLLECTION & DISPOSAL AND
RECYCLABLE MATERIALS COLLECTION & PROCESSING**

**SECTION I:
INSTRUCTIONS TO CONTRACTORS**

1. SCOPE OF WORK

The Contractor named in the Proposal shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse collection, removal and disposal and to complete said work in accordance with the provisions of this RFP. The City currently has approximately 3,474 residential customers (“Customers”) billed and collected by the City.

A. Residential Collection---Base Proposal:

One (1) 90 gallon mobile trash receptacle and one mobile trash recyclable container provided by contractor (See Section 18).

1. Trash collection is once per week
2. Recycle collection is once per week.
3. Year-round Yard Waste Collection once per week – 12 bags, containers, and/or bundles

B. City Facility Collection

1. (1) 2 yard container at Animal Control, 1300 Clearwater Dr.
2. (1) 8 yard container at City Hall, 300 E. Pearl St.
3. (1) 2 yard container at Public Works Maintenance (Chestnut)
4. (1) 4 yard container at the Community Center
5. (2) 4 yard container at Outdoor Pool
6. (1) 4 yard container at the Paint Ball Field
7. (2) 2 yard containers at North Park by the Pull Barns
8. (1) 2 yard container at North Park by Field #7
9. (1) 2 yard container at Camp Reeder (City Park off N. Lexington)
10. (1) 2 yard & (1) 30 yard container at the Electric Dept., 2108 Royal St.
11. (1) 2 yard container at the Lawrence Smith Airport, 27503 St. Rd. 7 South
12. (1) 2 yard container at the Animal Shelter, 1300 Clearwater Rd.
13. (1) 2 yard container at the Sewer Plant, 1500 Clearwater Rd.
14. (1) 2 yard container at the Water Plant, S. Jefferson Parkway
15. (1) 2 yard container at Emergency Services, 903 S. Commercial
16. Spring and Fall Bulk Clean-up – 2 consecutive days in spring, 1 Saturday in October (Spring over 550 cubic yards)
17. Item moved to residential
18. (1) 30 yard dumpster for Log Cabin Festival
19. (1) dumpster for metal items at Water Plant, Jefferson Parkway (call when filled)
20. (1) towable dumpster for street department (call when filled)
21. (1) 30 yard dumpster for Household Hazardous Waste event (not for hazardous waste but for separated items)

C. Alternate Proposal Items---provided by contractor.

Page 2

**CITY OF HARRISONVILLE REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION
& DISPOSAL/RECYCLABLE MATERIALS COLLECTION & PROCESSING**

Contractor’s Initial_____

Further Details of the specifications are set forth below in Section II of this RFP.

D. Payment to the Contractor shall be as follows:

The City shall bill the Customers and shall pay Contractor on a monthly basis what is collected; such remittance to be received by Contractor by the 15th of the month following the month service was rendered.

2. PREPARATION OF THE PROPOSAL

A mandatory conference may be asked of Contractor after Proposals have been opened at Harrisonville City Hall, Council Chamber, 300 E. Pearl St., Harrisonville, MO 64701.

All Proposals must be prepared and signed by the Contractor in the form attached hereto. **THIS RFP AND EACH PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE CONTRACTOR.** All blank spaces in each Proposal form together with appropriate schedules must be completed in full in ink or typewritten.

If a unit price or a lump sum already entered by the Contractor on the Proposal form is to be altered, it shall be crossed out with ink and the new unit price or lump sum proposal entered above or below it, and initialed by the Contractor in ink.

The Proposal amount is for a Base Proposal only. The City is to decide which alternates if any would be added to the Base Proposal. It is the intent of the Proposal to determine the lowest possible cost without regard to billing fees. All and/or billing fees will be determined by the City and added to the Base Proposal provided by Contractor. One rate will be then established for the Customer which includes the Base Proposal and/or billing fee.

Please see instructions on page 1 of this RFP regarding submission of Proposals.

3. PROPOSAL SECURITY

Each Proposal must be accompanied by a bond or a certified check of the Contractor, drawn on a national bank, in an amount equal to Fifteen Thousand Dollars (\$15,000.00), as a guarantee on the part of the Contractor that Contractor will, if called upon to do so, accept and enter into a contract (“Contractor Contract”) consistent with this RFP and on such form as may mutually be agreed upon by the City and the selected Contractor which addresses all the material provisions of the RFP and Proposal thereto), to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the City and the selected Contractor have executed the Contractor Contract, or, if no Contractor’s Proposal has been selected within ninety (90) days after the date of the opening of the Proposals, upon demand of the Contractor at any time thereafter, so long as Contractor has not been notified of the acceptance of the Proposal.

4. EVIDENCE OF INSURANCE

The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, and Contractor’s agents,

Page 3

**CITY OF HARRISONVILLE REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION
& DISPOSAL/RECYCLABLE MATERIALS COLLECTION & PROCESSING**

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representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

The Contractor shall cause the City to be named as an additional insured under all insurance policies. Proof by means of a Certificate of Insurance shall be filed with the City Administrator of the City that all such insurance is in full force and effect. No such policy shall permit termination or modification without at least thirty (30) days prior written notice to the City. A new Certificate of Insurance shall be filed with the City Administrator prior to commencing collection in the City.

The City may, at any time request proof of current insurance on any one or all of the coverages required below. The failure to maintain current insurance as required below may result in the termination of the Contractor Contract, save and except the Contractor’s obligations to indemnify the City from all claims. Insurance coverage shall be provided by companies admitted to doing business in Missouri and rated A-VI or better by AM Best Insurance Rating.

In addition, all insurance policies of or on behalf of the City shall contain the following language: “This insurance policy does not apply to any claim or suit which is barred by the doctrines of sovereign immunity or official immunity, but we will have the right and duty to defend any suit. No provision of this endorsement or of the policy, to which it is attached, shall constitute a waiver of our right, or the right of any of our employees in the course of their official duties, or the right of any insured, to assert a defense based on the doctrines of sovereign immunity or official immunity for any monetary amount whatsoever.”

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	Each Accident \$1,000,000/Disease Policy Limit \$1,000,000/Disease Each Employee \$1,000,000	As required by the law.
Comprehensive & General Public Liability	\$1,000,000 occurrence	\$3,000,000 occurrence
Comprehensive Auto Liability Bodily Injury	\$1,000,000 combined single limits	\$2,000,000
Comprehensive Auto Liability Property Damage	\$1,000,000 combined single limits	\$2,000,000
Umbrella/Excess Policy	\$2,000,000	

5. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

A contract shall be deemed as having been awarded when five (5) copies of the contract shall have been mailed by the City to the Contractor and the Contractor has signed and return the copies to the City. The contract will have to be approved by the Board of Aldermen.

The City will submit a contract form, which will contain all of the requirements of this RFP, and all requirements of the City necessary for solid waste service in the City. The Contractor may submit its own contract form in the event the proposed form from the City is not satisfactory to the Contractor.

The City will submit a proposed Contractor Contract for the selected Contractor's consideration. The final Contractor Contract shall be mutually agreed upon by the City and the selected Contractor.

6. SECURITY FOR FAITHFUL PERFORMANCE BOND

The Proposal shall be accompanied by a letter from a corporate surety qualified to do business in Missouri stating that a Performance Bond will be furnished by it to the Contractor submitting the Proposal in the event it is the successful Contractor. The original Performance Bond shall be produced by the Contractor within 5 days of the award of the contract and said Performance Bond must be in an amount equal to \$250,000 for the term of the Contractor Contract.

The premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Missouri.

7. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

8. SCOPE OF WORK

The work under the Contractor Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contractor Contract and the Contract Documents. The Contractor's attention is directed to all Federal and State Laws and City Ordinances relating to Equal Employment Opportunity, which, among other things, requires that the Contractor or franchise holder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex.

9. CONDITIONS

Contractor shall be fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under the Contractor Contract. Contractors shall thoroughly examine and be familiar with the General Specifications in Section II below.

It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect Contractor's work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint Contractor with conditions existing, shall in no way relieve

Contractor of any obligations with respect to Contractor's Proposal or to the Contractor Contract. The City shall make all such documents available to the Contractors. If the Contractor discovers any provision in the specifications, or contract documents which are contrary to, or inconsistent with any law, ordinance, or regulation, he shall report it to the City Administrator in writing without delay.

Except with respect to events or conditions which are not discoverable, the Contractor shall make Contractor's own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions Contractor may encounter or create, without extra cost to the City.

The Contractor's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contractor Contract throughout, and they will be deemed to be included in the Contractor Contract as though written out in full in the Contractor Contract.

10. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Contractor shall be requested of the City in writing, via email, and if explanations are necessary, a reply shall be made in the form of email. A copy of this explanation will be forwarded to each Contractor making a Proposal. Every request for such explanation shall be in writing addressed to bratliff@harrisonville.com. Any verbal statements regarding same by any person, prior to the award, shall be non-authoritative and not binding.

Addenda issued to prospective Contractors prior to date of receipt of Proposals shall become a part of the Contractor Contract and Contract Documents, and all Proposals shall include the work described in the addenda.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda, which, if issued, shall be emailed to all prospective Contractors (at the respective addresses furnished for such purposes), no later than five (5) days prior to the date fixed for the opening of Proposals.

11. NAME, ADDRESS, AND LEGAL STATUS OF THE CONTRACTOR

Each Contractor shall provide the following:

- a) Name, office address, phone numbers, email addresses, fax numbers, Federal Tax ID number, and copy of fictitious name certificate, if any.
- b) For all legal entities, including and not limited to corporations, LLC, LLP, Joint Ventures, or any other legal form of operating entity, a copy of same Articles of Incorporation, or Certificate of Formation, or similar document, as filed in Missouri, all of the information in a) above for the entity, and the president, chairman, and/or managing partner, together with a certificate of good standing from the Missouri State Comptroller or Missouri Secretary of State, as applicable.
- c) If the Contractor is a joint venture consisting of a combination of any or all of the above entities, the managing partner of the joint venture shall execute the Proposal, and all partners shall be fully identified.

12. FACTORS FOR DETERMINATION OF LOWEST RESPONSIBLE CONTRACTOR PROPOSAL

The opening and reading of the Proposal shall not be construed as an acceptance of the Contractor as qualified, responsible Contractor. The City reserves the right to determine the responsibility of a Contractor from its knowledge of the Contractor's qualifications and from other sources in accordance with the City's current procurement policy.

The City will require submission **with the Proposal** of certified supporting data regarding the qualifications of the Contractor in order to determine whether Contractor is a qualified, responsible Contractor. The Contractor will be required to furnish the following information sworn to under oath by Contractor:

- a) An itemized list of the Contractor's supplies, equipment and type of personnel available for use on the Contractor Contract; and other related information to show the ability, capacity and skill of Contractor to perform the Contractor Contract in a prompt matter without delay or interference and to show the quality, availability and adaptability of the supplies/services required for the Contractor Contract;
- b) A copy of the latest available financial statements of the Contractor (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a recognized firm of independent certified public accountants acceptable to the City to show the sufficiency of financial resources and ability of Contractor to perform the Contractor Contract;
- c) Evidence that the Contractor is in good standing under the laws of the State of Missouri, and, in the case of a business entity organized under the laws of any other State, evidence that the Contractor is licensed to do business and in good standing under the laws of the State of Missouri or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted;
- d) Evidence, in form and substance satisfactory to the City, that Contractor has been in existence as a going concern for in excess of five (5) years and possessed not less than (5) years actual operating experience as a going concern in refuse collection and disposal, and recyclables collection and processing;
- e) Evidence, in form and substance satisfactory to the City, that Contractor possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contractor Contract and Contract Documents and that Contractor's experience as a going concern in recycling collection and processing derives from operations of comparable size to that contemplated by the Contractor Contract and Contract Documents; and a list of all customers in the western Missouri area including the contact information of the person managing the account; and reports of prior work, accident history, recycling, or other related information; all to show the quality and performance of previous contracts or services and previous and existing compliance with applicable laws and City codes and ordinances related to the Contractor Contract;

- f) Information to show the character, integrity, responsibility, judgment, experience and efficiency of Contractor as well as ability to provide future maintenance and services as applicable;
- g) Such additional information as will satisfy the City that the Contractor is adequately prepared to fulfill the Contractor Contract.

The Contractor may satisfy any or all of the experience and qualifications requirements of the paragraph by submitting the experience and qualifications of its parent corporation and subsidiaries of the parent.

13. DISQUALIFICATION OF CONTRACTORS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of Contractor’s Proposal:

- a) Evidence of collusion among Contractors;
- b) Lack of competency as availed by either financial statements, experience or equipment statements as submitted or other factors;
- c) Lack of responsibility as shown by past work, based on references provided by Contractor;
- d) Contractor’s default on the payment of any taxes, licenses, or other monies due the City; and/or
- e) Default on a previous City contract for failure to perform.

14. BASIS OF THE PROPOSAL

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential unit per month. Proposals will be compared on the basis of the summation of the rates proposed.

15. METHOD OF AWARD

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City. The City intends the Contractor Contract be awarded within 30 days following the date Proposals, but cannot guarantee the Contractor Contract will be awarded in said timeframe.

16. COMPLIANCE WITH LAWS

Contractor, its officers, agents, employees, contractors, and subcontractors, shall make a Proposal by and shall comply with all applicable laws, federal, state, and local. It is agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the

Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately cease and desist from, and correct, such violation(s).

17. DISCRIMINATION PROHIBITED

Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

18. CURBSIDE RECYCLING CONTAINERS

The Contractor will provide to each Residential Unit a mobile container for Recyclable Materials. Please specify the type of recycling container in Proposal.

19. MATERIAL

The following materials shall be included in the recycling program:

- Newsprint
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Food Grade Plastics 1, 2, 3, 4, 7
- Cardboard
- Materials may be added or deleted by mutual consent of the City and the Contractor.

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill.

The Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant to the Contractor Contract.

All Recycling proceeds received shall be reimbursed to the City.

20. REPORTING REQUIREMENTS

Contractor shall submit a yearly report outlining totals collected in the following categories: Recyclables, white goods, yard waste, all reported in tonnage of materials collected. Contractor shall also submit a total collection within 2 weeks after the spring and fall bulk pickup dates for Harrisonville Board of Aldermen review. They shall also provide proof of receipts from the Harrisonville recycling actually going to a recycling center.

21. TERM

The term of service of the Contractor Contract shall be three (3) years commencing on the 1st of August 1, 2021, and ending at midnight on July 31, 2024, thereafter the term of service shall be deemed renewed for consecutive one (1) year terms unless otherwise terminated by the City.

Rates for services under each renewable term will be negotiated between the City and Contractor. Contractor services shall begin the first week of August 2021. Should either the City or Contractor elect not to renew and extend the Contractor Contract for an additional one year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Contractor Contract.

22. REMUNERATION

Contractor shall quote a rate for service per household per month. The City shall bill the residential units (defined as 6 dwelling units or less) and shall pay the Contractor on a monthly basis; such remittance to be received by Contractor by the 15th of the month following the month service was rendered. Contractor shall be entitled to payment for all services rendered (and not disputed by the City) in accordance with the Contractor Contract, without default. The City shall have the right to withhold payment of any fee for services not completed in a satisfactory manner until such time as Contractor modifies such services to the satisfaction of the City.

The City does not provide trash for commercial and industrial businesses. This Proposal is for residential units and city facilities only.

Base rate adjustments will be considered by the City no more than once per year during the life of the Contractor Contract. Base rate adjustments will be based on fuel costs.

23. NON-APPROPRIATION CLAUSE

In the event no funds or insufficient funds are appropriated and budgeted by the Harrisonville Board of Aldermen for the continuation of Contractor Contract in any fiscal period in which payments are due hereunder, then the City shall, in writing, notify Contractor of such occurrence and the Contractor Contract shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the City.

SECTION II:
GENERAL SPECIFICATIONS

1.00. DEFINITIONS

- 1.01 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds. All bags must be placed inside containers.
- 1.02 Brush: Plants or grass clippings, leaves or tree trimmings.
- 1.03 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, hot water tanks, washing machines, all other household appliances, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weighs more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.
- 1.04 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, six (6)

- inches in diameter, or 50 lbs. in weight. Total amount of “bundled” material set out for collection each week (per home) shall not exceed two (2) cubic yards (6’ x 3’ x3’).
- 1.05 City: The City of Harrisonville, Missouri.
- 1.06 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.
- 1.07 Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.
- 1.08 Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.
- 1.09 Contract Documents: The Request for Proposals (“RFP”), Instruction to Contractors, Contractor’s Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and signed by Contractor and City.
- 1.10 Contractor: Such private firm designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.
- 1.11 Customer: An occupant of a residential unit who generates refuse.
- 1.12 Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.
- 1.13 Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter that results from the preparation, processing consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.14 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act. 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulations of hazardous or toxic wastes.
- 1.15 Landfill: A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.
- 1.16 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.
- 1.17 Point of Contact: Contact between the Contractor and the City shall be directed by the Contractor to the designated contact person with the City. The designated contact person for the City is the City Administrator. The Board of Aldermen may designate a contact person other than the person(s) listed above.
- 1.18 Polycart: A rubber-wheeled receptacle with a maximum capacity of 90-95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit, with ownership retained by Contractor. Polycarts will be kept in good repair and replaced as needed by the contractor’s expense.
- 1.19 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse

- including, but not limited to, newsprint, magazines, plastic (PET and HDPE) bottles, aluminum cans and metal (tin) cans.
- 1.20 Refuse: Residential refuse and bulky waste, construction debris and stable matter generated at a residential unit, unless the context otherwise requires.
- 1.21 Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 1.22 Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than 6 dwelling units. A residential unit shall be deemed occupied when water is being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of six units, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit.
- 1.23 Rubbish: Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubber includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).
- 1.24 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings, and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state, and local laws, regulations and permits governing each.
- 1.25 Supervisor: Contractor shall assign a qualified person or persons to be in charge of its operations in the City and shall give the name(s) to the City.
- 1.26 Unusual accumulated: (a) For residences, each regular collection more than six (6) containers of garbage, or the equivalent; (b) large, heavy, or bulky objects such as furniture or appliances; and (c) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

2.00. TYPES OF COLLECTION

- 2.01. Residential Collection: At the premises of residential accounts held by the City and served by the Contractor, collection shall occur a minimum of once weekly. Further, **Contractor shall provide City a copy of maps** indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request modification of routes, and updates on routes of Contractor.
- 2.02 Brush/Bulk Wastes Collection: In addition, the Contractor shall provide a special collection service for brush/bulky wastes and/or bundles to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles. As part of this collection, natural Christmas trees without lights or decoration will be picked up the two weeks following December 25 and disposed of in a proper landfill.

- 2.03 Unusual Accumulations: The Contractor may charge for the collection of unusual accumulations, as provided in the contract.
- 2.04 Special Residential Pickup: The contractor will be required to provide a special residential pickup each month for the collection of bulky rubbish and other items not suitable for loading into packer type vehicles. The time for this collection will be upon request of the individual homeowner and will be paid for by the property owners at a maximum rate of \$12.00 per stop with a limit of 3 items per stop. Contractor is responsible for all aspects of the special residential pickup service, including pickup scheduling and payment arrangements. The type of equipment used for the special pickup is subject to approval by the City Administrator and shall be such as to prevent leakage, spillage, or blowing of any rubbish collected.

3.00 COLLECTION OPERATION

- 3.01 Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 a.m. and shall generally not extend beyond 6:00 p.m. No collection shall be made on Sunday. Subject to such modifications as the City may require or grant all collections shall be made as quietly as possible.
- 3.02 Hours of Disposal: Contractor shall dispose of waste within the operation hours of disposal site.
- 3.03 Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations.
- 3.04 Holidays: The following shall be holidays for purposes of this Contract:

New Year’s Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet his obligation as required. NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.

- 3.05 Complaints: At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints, and provide the City on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, address of complaint, name of customer, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected on the same business day if notification to

the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m. The Contractor will provide and maintain one point of contact with the City for all City customers. The Contractor is to render service on Saturday if a Friday collection is missed and reported before 2:00 p.m. of that Friday. Contractor shall contact the city every workday to collect any complaints reported by residents and provide a means of communicating with the driver. There must be an appropriate contract number that resident can call for any of their problems or issues. As well as a social media presence to inform the public.

- 3.06 Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.
- 3.07 Lease Container (Compactors): The Contractor may lease containers for waste storage to the owner or occupant of the residential units. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rate approved by the City. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in the City approved single color or color scheme.
- 3.08 Non-Routine Collection: The Contractor shall be required to provide annual Christmas tree collection for recycling purposes. The Contractor shall provide thirty (30) hauls at no charge, per contract year. Contractor shall furnish, at no charge, 5,000 educational fliers per year. Said fliers shall include information about the Contractor's services in the City, pick-up schedule for recyclables and bulky items, and Contractor's contact information. Said fliers are to be distributed to each residence. The City reserves the right to review and approve the information printed on flier.
- 3.09 Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Action Center of the City so that proper notice can be given to the customer at the premises to properly contain refuse.
- 3.10 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.
- 3.11 Protection From Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than 1 ½ inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such

cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom, and shovel for this purpose.

4.00 LICENSE AND TAXES

The Contractor shall obtain all Federal, State, & Local licenses and permits (other than the license and permit granted by the Contractor Contract) at Contractor's own expense and promptly pay all taxes required by the City and State.

5.00 INDEMNITY

The Contractor shall indemnify and save harmless the City, its mayor, aldermen, officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the Contractor in the performance of the Contractor Contract. The City will not be responsible for negligence of Contractor, or any of its agents, employees, or customers.

6.00 REMEDY

The City's remedy for breach of contract under the Contractor Contract to be awarded, or the Contractor's failure to perform shall be to make demand under the terms of the Performance Bond, the liability insurance required of the Contractor, and the indemnity provisions of the Contract and any other remedy at law or in equity available to the City.

7.00 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contractor Contract or any right accruing under the Contractor Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the assignment, the assignee shall assume the duties and liability of the Contractor.

8.00 OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a bin or container, or removed by Contractor from the customer's premises, whichever last occurs.

9.00 BOOKS AND RECORDS

The City, to the extent permitted by law, and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of the Contractor Contract and such books and records shall be made available at any time during business hours for inspections by the other party, at the inspecting party's expense, upon reasonable advance notice.

10.00 TERMINATION FOR CAUSE

If at any time Contractor shall fail to substantially perform terms, covenants or conditions set forth in the Contractor Contract, the City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contractor Contract. Contractor shall be allowed a seven-day period from the date of receipt of said notice from City to remedy any failure to perform.

Should Contractor fail to remedy its performance, City may terminate the Contractor Contract and the rights and privileges granted to Contractor herein. The notice of breach shall include the specific reasons in support of City’s claim that Contractor has substantially breached the terms and provisions of the Contractor Contract. If, after said cure-period of 7 days has passed, and the Board of Aldermen makes a finding that Contractor has failed to provide adequate refuse collection service for City or has otherwise substantially failed to perform its duties hereunder, the Board of Aldermen may terminate the Contractor Contract.

11.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: City of Harrisonville
300 E. Pearl St.
Harrisonville, MO 64701
ATTN: City Administrator

If to the Contractor at:
the Address provided in the RFP by Contractor

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

12.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties under the Contractor Contract if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of the Contractor. This section may not be invoked for reasons related to the ongoing global pandemic caused by COVID-19.

13.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document or Contractor Contract shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any other provision or portion of any Contract Document or Contractor Contract shall not affect the validity or enforceability of any other provision or portion of any Contract Document or Contractor Contract.

14.00 SOVEREIGN IMMUNITY

The Contractor agrees and the City has not, and does not, waive any immunities or exemptions, official or sovereign immunity, to which the City, its officers and employees, are entitled by Missouri law.

15.00 BANKRUPTCY

It is agreed that if the Contractor is adjusted bankrupt, either voluntarily or involuntarily, then the Contractor Contract shall terminate effective on the day and at the time the bankruptcy petition is filed, subject, however, to the City’s rights to recover for any breach under such Contractor Contract. The Contractor shall list the City as a creditor in any bankruptcy filing.

**Section III:
 CONTRACTOR'S PROPOSAL FOR
 SOLID WASTE COLLECTION AND DISPOSAL, AND
 RECYCLABLE MATERIALS COLLECTION & PROCESSING
 Based on 3,342 Dwelling Units**

The Proposal amount is for a Base Proposal only with Alternates. It is the intent of the Proposal to determine the lowest possible cost without regard to franchise fees and /or billing fees. All franchise fees and/or billing fees will be determined by the City and added to the Base Proposal provided by Contractor. One rate will be then established for the Customer which includes the Base Proposal and/or billing fee. The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the City of Harrisonville, Missouri, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

BASE PROPOSAL:

- A. **Residential Solid Waste Collection**
 Once a Week Collection 1-90 Gallon Container \$ _____

- B. **Recyclable Materials Collection & Processing**
 Once a Week Collection \$ _____

- C. **Yard Waste Collection**
 Once a Week Collection \$ _____

- D. **Solid Waste Removal Service at:**
 City Hall, Public Works, All Parks, Animal Control, & others \$ _____

- E. **City Cleanup (3 days total)** \$ _____

****TOTAL RATE FOR BASE PROPOSAL PER RESIDENTIAL UNIT: \$ _____**

Alternate 1

\$ _____

**THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF
HARRISONVILLE, MISSOURI, FOR SOLID WASTE COLLECTION AND DISPOSAL,
AND RECYCLABLE MATERIALS COLLECTION & PROCESSING BY:**

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP: _____

AUTHORIZED SIGNATURE: _____

PLEASE PRINT AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

LEGAL STATUS OF CORPORATION:

INDIVIDUAL PARTNERSHIP CORPORATION _____

JOINT VENTURE OTHER _____

**SOLID WASTE COLLECTION AND
RECYCLABLE MATERIALS COLLECTION & PROCESSING
REQUEST FOR PROPOSAL
Qualifications Checklist**

Name of Company: _____

- _____ 1. Initialed Original RFP
- _____ 2. Enclosed three (3) copies of Proposal Response of Contractor
- _____ 3. Proposal Bond
- _____ 4. Letter from Surety Co. stating ability to secure performance bond of \$250,000.
- _____ 5. Certificate of Insurance showing limits as required in Section I.4 of the RFP:
 - Workers Compensation
 - Comprehensive & General Public Liability
 - Property Damage
 - Comprehensive Auto Liability – Bodily Injury
 - Comprehensive Auto Liability – Prop. Damage
- _____ 6. An itemized list of the Contractor’s supplies, equipment, and type of personnel available for use on the Contractor Contract and other related information
- _____ 7. Latest Financial Statements
- _____ 8. Evidence that Contractor is in good standing with State Law
- _____ 9. Evidence that Company has been in business for five (5) years with actual operating experience in refuse collection and disposal, recyclables collection and processing
- _____ 10. Evidence to show that Contractor possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contractor Contract and Contract Document and that Contractor’s experience as a going concern in recycling collection and processing derives from operations of comparable size to that contemplated by the Contractor Contract and Contract Documents; and a list of all customers in the Eastern Missouri area including the contact information of the person managing the account; and reports of prior work, accident history, recycling, or other related information
- _____ 11. Information to show the character, integrity, responsibility, judgment, experience and efficiency of Contractor as well as ability to provide future maintenance and services as applicable.
- _____ 12. All other specific information required by the Contract Documents.

_____ **Qualified** _____ **Disqualified**

Reviewed by: _____

Contractor’s Initial _____