REQUEST FOR PROPOSALS FOR:

RESIDENTIAL SOLID WASTE, RECYCLABLES,

YARD WASTE, AND BULK TRASH

REQUEST FOR PROPOSAL

Proposals for the collection and disposal of residential solid waste, recyclables, yard waste, and bulky items for the City of Ballwin, Missouri are sought for a six year period with the possibility of two additional two (2) year extensions. The proposals will be received by the City Administrator, Eric Sterman, until 10 a.m. on June 10, 2022 at the Government Center located at 1 Government Ctr., Ballwin, MO 63011 and will thereafter be publicly opened and read.

The City reserves the right to reject any and all bids, and to accept such bid that is advantageous, beneficial, or expeditious to the Municipality. No bid may be withdrawn for a period of sixty (60) days after bid opening. Bids may be corrected for clerical or typographical mistakes at the discretion of the City, but not because of a mistake in judgement by the Bidder.

Bid forms, specifications, contract documents, and other appropriate papers may be reviewed at the Government Center or they may be obtained from the City. The Bid Documents must be returned in duplicate in a sealed envelope marked "Residential Solid Waste Collection Bid."

INSTRUCTIONS:

- 1. Sealed bids will be received by the City of Ballwin until 10 a.m. on June 10, 2022.
- 2. Bids must be submitted in electronic format as well as hard copies in duplicate with each considered an original in a sealed envelope marked "Residential Solid Waste Collection Bid".
- 3. Bidders must submit bids for all required services in order to be considered unless otherwise instructed.
- 4. Any bidder may withdraw his/her bid at any time prior to the scheduled opening time for the bids.
- 5. Each bidder shall, on the attached Bid Form (Exhibit A), provide all costs for services listed in this contract for the six year duration, which shall be signed, with the full name of each proprietorship, partnership, or corporation submitting it. The bid of a proprietorship shall be signed by the owner; or partnership by one of the general partners; a corporation by a duly authorized official thereof stating his/her title. The complete mailing address, electronic mail address, and telephone number must be stated.
- 6. Each bidder shall, on a separate sheet, provide a statement of the bidder's financial condition and a list of the equipment the bidder will commit for use to fulfill the provisions of these specifications.
- 7. Each bidder shall complete and submit the attached Non-Collusion Affidavit (Exhibit B), Affidavit of Compliance (Exhibit C), and Contractor's Qualifications Form (Exhibit D).
- 8. Each bidder shall survey the City prior to the submission of a bid thereby familiarizing and satisfying to itself that all conditions that may affect the execution of the bid have been evaluated and accounted for within the bid, including but not limited to: the square mileage of the City of Ballwin, the number of residents within the City of Ballwin's municipal borders, recent annexations having altered municipal boundaries, and the future opportunity for further annexations during the contractual timeline which may impact the scope of work expected of the bidder. Submission of a bid shall be deemed conclusive evidence that such investigation has been made and shall constitute a waiver by the bidder of all claims of error regarding the same.
- 9. Each bidder shall provide a list of all municipalities and three (3) references of municipal contracts for solid waste collections that they have serviced within the last three (3) years from the local St. Louis metropolitan area. If no such contracts exist, the bidder must provide at least three (3) references from the closest municipalities served.

- 10. Each bidder shall provide a description of their Solid Waste, Bulky Item, Yard Waste, White Goods, and Recyclable collection operations.
- 11. Each bidder shall provide scheduling intentions. Preference may be granted to bidders who can provide same-day services for recycling, solid waste, and yard waste.
- 12. A performance bond or escrow in lieu of a performance bond acceptable to the City of Ballwin will be required from the successful bidder as described in the specifications. This performance bond will be equal to \$500,000 or 25% of annual billing, whichever is greater.

The City of Ballwin may make any investigation of a bidder as it deems necessary to determine the ability of a bidder to perform the work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City. The City, at its sole discretion, reserves the right to reject any bid if the evidence submitted by, or other investigation of, the Bidder fails to satisfy the City that the Bidder has the proper qualifications to perform the work in accordance with the Contract Agreement.

It is the intent of the City to award the Contract Agreement to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the bidding documents. However, the City reserves the right to accept the bid which, in the City's sole judgement, is in the best interest of and most advantageous to the City. The City, in its sole judgement, reserves the right to waive irregularities, reject any and all Bids, or to hold Bids for up to sixty (60) days and to award the Bid in the best interest of the City. The City will, at its sole judgement and discretion, reject a Bid not accompanied by a bid bond or by other data required by the bidding documents, which is in any way incomplete or irregular and to re-bid the work at a later date if all Bids are rejected.

Each bid must be accompanied by a bid bond of 5% of expected annual cost in the form of a certified check, a cashier's check, or bond payable to the City of Ballwin. All such bid bonds or checks will be returned to the respective unsuccessful Bidders within sixty (60) days after the bids are opened, but not before a contract is executed with the successful Bidder. The bid bond of the successful bidder will be returned to the Contractor when the contract is executed and a satisfactory performance bond is delivered to the City.

Should the successful Bidder fail or refuse to execute the performance bond and the Contract Agreement required within ten (10) working days after the Contractor has received notice of acceptance of his/her Bid, he/she shall forfeit to the City the bid bond deposited with his/her bid as liquidated damages for such failure or refusal.

All changes in specifications as herein set forth will be by written addendum only. No oral changes are authorized and all communications shall be acted upon as the sole responsibility of the Bidder. All questions regarding the specifications shall be directed to Eric Sterman, City Administrator, at esterman@ballwin.mo.us no later than ten (10) days prior to the date of opening of Bids.

The City reserves the right to adjust the scope of the Bid based on the needs of the City. Any adjustment in the scope of work will correspond with an adjustment in the dollar value of the Bid determined by unit prices provided in the Bid. The City makes no guarantee for the accuracies of the Bid Document and reserves the right to accept or reject any of the Bid items as necessary to award a contract and later to successfully complete the Contract based on the Owner's actual needs.

GENERAL INFORMATION AND SPECIFICATIONS:

Bidders shall provide all necessary equipment, material and labor to collect, haul and dispose of all residential solid waste, recycling and yard waste collected in accordance with any federal, state, county, or local laws and for approximately 9,500 single-family residences.

1) Definitions:

- a) BULKY ITEMS: Furniture, televisions, other similar electronic items, and other household goods; exclusive of appliances.
- b) COLLECTION: Collection of household trash, recyclables, bulk, and yard waste at one location at the curb fronting each resident in a container provided by the bidder and limited to said container.
- c) DEMOLITION AND CONSTRUCTION WASTE: Waste materials from the construction or destruction of residential, industrial, or commercial structures.
- d) DISPOSABLE YARD WASTE CONTAINER: Disposable Kraft paper bags with a capacity of 20 to 35 gallons specifically designed for storage of yard waste.
- e) HOLIDAY SCHEDULE: No collections shall be required on the six annual legal holidays.
- f) HOUSEHOLD TRASH: Unwanted or discarded waste materials in a sold or semisolid state, including but not limited to: garbage, ashes, street refuse, rubbish, and other solid waste resulting from the maintenance and operation of dwelling units.
- g) RECYCLABLES: Materials from the solid waste stream that may be reprocessed and reused as a manufacturing resource to include, at a minimum: newspapers, magazines, cardboard, aluminum cans, tin-coated steel cans, glass bottles and jars, and plastic bottles collected at the curb fronting each resident; or other items as specified by the selected Bidder.
- h) SINGLE-FAMILY DWELLING: All single-family residential structures within the Municipal Boundaries of the City of Ballwin.
- i) TRASH CONTAINERS: Bidder-owned containers used by any person to store solid waste during the interval between solid waste collections.
- j) WHITE GOODS: Large household appliances consisting of: refrigerators, freezers, clothes washers and dryers, water heaters, trash compactors, dishwashers, microwave ovens, ranges, stoves, wood stoves, and air conditioners that can be easily and safely handled by two individuals and do not exceed volume or weight restrictions set by the selected Bidder.

- k) YARD WASTE: Bagged or bundled grass clippings, leaved, tree trimmings and limbs, garden vegetation, flowers, Christmas trees, and pieces of wood collected at the curb fronting each resident all in conformance to the selected Bidder's specifications.
- 2) Equipment and Vehicles: The selected bidder shall furnish all necessary vehicles and equipment, which shall be substantial, without the potential for leaking, and metallic vehicles and trucks provided with tops or coverings to prevent the spilling and leaking of materials and to conceal the contents of such vehicle from view. Said vehicles shall be kept covered or closed at all times except when being loaded or unloaded.

All vehicles provided by the selected bidder shall carry evidence of a current State of Missouri Safety inspection and any other license required as a condition of doing business by the St. Louis County Department of Health or the Missouri Department of Natural Resources. Additionally, the gross vehicle weight of the vehicles shall not exceed 20 tons for a single axle truck and 30 tons for a tandem axle truck, or except as otherwise provided by State or St. Louis County Law.

The selected bidder shall provide the City of Ballwin with a listing of all vehicles to be utilized within City Boundaries. The Director of Public Works shall have the right to inspect such vehicles from time to time, as he/she may deem appropriate to verify compliance with the above section.

- 3) *Special Collection Services:* The selected bidder shall provide for the roll-off containers, removal, and disposal of all leaf-vacuumed material created by the City-performed leaf vacuum service to residents at no additional cost to the City.
- 4) City-Owned Facilities: The selected bidder will be required to provide solid waste, recyclable collection, bulky items, and white goods services to all City-owned facilities. The bidder shall also furnish sufficient trash and recyclables containers to all public buildings owned and operated by the City of Ballwin. Said trash and recycle containers will be emptied twice a week, or as requested by the City. Any new facilities constructed or purchased during the duration of the Contract shall be provided the same service at no additional charge. The service shall include the sites as listed below:
 - a) Government Center (1 Government Ctr.)
 - b) Public Works Department (200 Park Dr.)
 - c) Police Department (300 Park Dr.) {Moving to 302 Kehrs Mill Rd. in 2023}
 - d) The Pointe (1 Ballwin Commons Cir.)
 - e) The North Pointe Aquatic Center (335 Holloway Rd.)
 - f) Ballwin Golf Course (333 Holloway Rd.)
- 5) *Collection of Bulky Items:* The selected bidder shall provide for the collection of bulky items from all households within the City of Ballwin. Bulky item pickup will be provided by the selected bidder in the base service with a maximum of two items per weekly pickup not to exceed weight conforming to an agreed upon poundage between the City and selected bidder.

Construction Material that fits into the 30 gallon resident container or the selected bidder's provided container will be collected. If a resident has additional construction material or bulky items exceeding the allowed amount, a cost will be incurred by the individual per pickup load at an amount agreed upon between the City and selected bidder.

- 6) Collection of White Goods: The selected bidder shall provide for the collection of white goods from all households within the City of Ballwin at least once per month. The individual shall make an appointment for the collection of white goods and the cost shall be included in the base service.
- 7) Collection of Yard Waste: The selected bidder shall provide for the collection of yard waste from all households within the City of Ballwin once per week within the calendar year. Collection of yard waste shall take place on the same day as the resident's scheduled trash pickup. Residents will be required place yard waste at the curb in disposable Kraft paper bags or containers, with no limit to be placed upon the number of paper bags, containers, or bundles of branches conforming in length to an agreed specification made between the City of Ballwin and the selected bidder to be picked up at any one collection time. The City of Ballwin had an average of 659.63 yards of yard waste picked up per month in 2021.
- 8) Collection of Recycling: The selected bidder shall collect recyclables from all households within the City of Ballwin. Such collection shall take place on the same day as the resident's scheduled trash pickup and shall occur once per week. Collection shall be from containers provided by the selected bidder for that express purpose. Any vehicle utilized for collection of recyclables shall be clearly marked for that purpose or as approved by St. Louis County and the City of Ballwin. The City of Ballwin had an average of 230.14 tons of recycling picked up per month in 2021.
- 9) Collection of Household Trash: The selected bidder shall provide for the collection and disposal of household trash from containers provided by the selected bidder in the size of 35, 65, and 90 gallon capacity, with service being limited to the container. Collection shall by schedule approved by the City of Ballwin once per week. The City of Ballwin had an average of 708.37 tons of household trash picked up in 2021.

MISCELLANEOUS PROVISIONS:

- a) No collections shall be required on the following legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The selected bidder shall provide for an alternate schedule for collection of all household trash, recyclable, and yard waste if missed due to one of the above holidays. The City of Ballwin shall approve such alternate schedule in advance, with the allowance for pickups to occur on Saturdays.
- b) Upon being notified of a missed collection by a resident of the City of Ballwin, the selected bidder shall provide the City with a written summary of all service concerns, including the service address, on a monthly basis.
- c) In the collection of household trash, recyclables, bulk items, and yard waste, the selected bidder and its employees shall not place the same upon or suffer the same to be placed upon any public or private street, alley, drive, or public or private place or property and shall agree to replace any receptacle, can, or lid damaged by the selected bidder or its employees and upon collection to leave the premises in a neat and clean condition.
- d) No collections shall begin prior to 7:00 a.m., or end later than 8:00 p.m., without the prior written consent of the City of Ballwin.
- e) The selected bidder shall submit accurate reports reflecting the total volume or weight of household trash, the volume or weight of recyclables, and the volume or weight of yard waste collected within the City of Ballwin. Such reports shall be filed with the City no less often than quarterly.
- f) The selected bidder will be required to implement a toll-free customer service number for residents of the City of Ballwin. The number shall be published in the bidder's advertising and community relation's information prior to the implementation of any contract with the City, the cost of which shall be borne by the bidder. The selected bidder shall provide copies of its advertising and community relation's information to the City for its review prior to its dissemination. The selected bidder shall distribute informational flyers as part of its public education program or other similar, suitable, methods and shall publish an e-mail address as an alternative means of communication for residents of the City.
- g) The selected bidder will conduct check-ins with the City of Ballwin daily to collect any issues that might arise prior to 12:00 noon on each collection day. Bidder shall have a representative contact the designated City representative to receive and resolve all concerns regarding collections missed on that date. Any missed pick-up prior to 12:00 noon will be rectified on that same day, any call after 12:00 noon will be rectified prior to 12:00 noon the following day.
- h) The selected bidder shall provide to the City of Ballwin 20, 30, or 40 cubic yard containers placed at sites designated by the City for removal of any material caused by storm damage. The bidder will bill the City in an amount per haul agreed upon between the City and selected bidder for the removal of any and all solid waste and yard waste.

ZONING MAP FOR THE CITY OF BALLWIN, MISSOURI

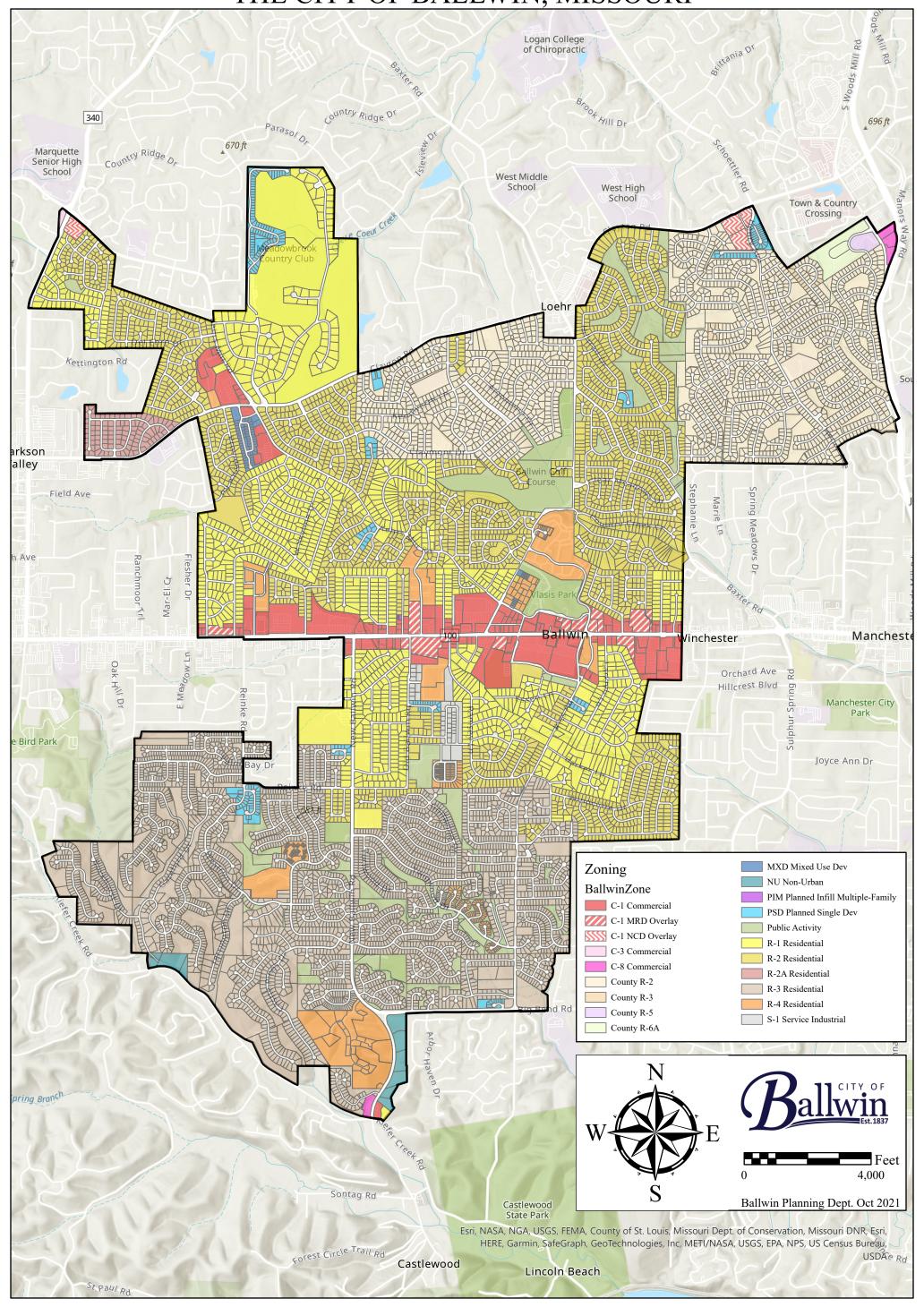


Exhibit A BID FORM EXCLUSIVE RESIDENTIAL WASTE COLLECTION CITY OF BALLWIN

Item

1

Solid Waste, Recycling, and Yard Waste; Curbside service once per week with 35, 65, and 95 gal. solid

waste containers as specified in the bid documents

Service Cost

YEAR	35 GAL.	65 GAL.	95 GAL.
2023			
2024			
2025			
2026			
2027			
2028			

Name of Contractor or Subcontractor that shall provide service:

2

Bulky Waste; two (2) item maximum weekly, requires resident to schedule pick up with Contractor. Services as specified in the bid documents

Service Cost

YEAR	2 ITEM PER WEEK	COST PER ITEM EXCEEDING
2023	INCLUDED	
2024	INCLUDED	
2025	INCLUDED	
2026	INCLUDED	
2027	INCLUDED	
2028	INCLUDED	

Name of Contractor or Subcontractor that shall provide service:

3

White Goods; Requires resident to schedule pick up with Contractor. Services as described in bid documents

Service Cost

YEAR	
2023	INCLUDED
2024	INCLUDED
2025	INCLUDED
2026	INCLUDED
2027	INCLUDED
2028	INCLUDED

Name of Contractor or Subcontractor that shall provide service:

Signature:	Date:
Company:	

Exhibit B NON-COLLUSION AFFIDAVIT

STATE OF)
COUNTY OF) SS.)
individual name	, being first duly sworn, deposes and says that
he/she is	
of	, the party making the foregoin
bid; that such bid is not made in the is company, association, organization or co- said bidder has not directly or indirectly is and has not directly or indirectly colluder to put in a sham bid, or that anyone shadirectly or indirectly, sought by agreement said bidder or of any other bidder, or to for of any other bidder, or to secure any addinterested in the proposed contract; that a bidder has not, directly or indirectly, su thereof, or divulged information or data therewith to any corporation, partnershi	nterest of or on behalf of any undisclosed person, partnership properation; that such bid is genuine and not collusive or sham; the nduced or solicited any other bidder to put in a false or sham bid, conspired, connived, or agreed with any bidder or anyone else all refrain from bidding; that said bidder has not in any manners, communication or conference with anyone to fix the bid price of any overhead, profit or cost element of such bid price, or of the vantage against the public body awarding the contract of anyor all statements contained in such bid are true, and, further, that say britted his bid price or any breakdown thereof, or the content relative thereto, or paid and will not pay any fee in connection, company, association, organization, bid depository, or to are individual except to such person or persons as have a partnersh
SIGNED:	
	Title
Subscribed and sworn to before me this	day of , 20
	Notary Public Commission Number: My commission expires:
notary seal	

Exhibit C AFFIDAVIT OF COMPLIANCE

STATE OF)
COUNTY OF) SS.)
Now this deposes and s	day of , 20, the undersigned, being first duly sworn, ays:
1.	I am more than 18 years of age.
2.	I make this affidavit from my personal knowledge of the facts as stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations
	Director of
3.	I am authorized to make this affidavit on behalf of
.	(name of business entity, same as above)
4.	I state and affirm that is enrolled and is is enrolled and is
	(name of business entity, same as above) currently participating in E-Verify, a federal work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5.	Further, does not knowingly employ any person who is an unauthorized alien.
6.	Further, has performed an electronic verification (name of business entity, same as above)
	check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in E-Verify.
	I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.
	(Authorized Agent, Partner, Owner or Officer)
	I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.
	(Human Relations Director)

As required by Section 285.540, RSMo, Supp. 2008

FURTHER THE AFFIANT SAYETH NOT

	(Signature)		
On this	day of	in the year 20	, before me ,
	,	a Notary Public in and for said State	e, personally appeared
affidavi		, known to me to be the person verthelps the/she executed the same for the p	
	/HEREOF, I have hereunto set lay and year first above written.	my hand and affixed my official sea	I in the county and state
	(Notary Public)		

My Commission Expires:

Exhibit D

CONTRACTOR'S QUALIFICATIONS FORM

Company name:			
Address:			
City:		State:	Zip
Phone Number:		Fax:	
E-mail address:			
Type of firm: Sole Proprietorship	Partnership Corpo	ration	Other
Number of years in business:	Geography limits:		
Bonding limits: \$	List names of bon	ding compa	nies and agents:
	1		
	3		
Has firm defaulted, been removed or otherw			
Has firm ever been low bid on a public conti	·		
List similar contracts the firm holds:	,		,
agency name	contact name		phone number
agency name	contact name		phone number
agency name	contact name		phone number
For this Contract list the individual that will b	e the City's primary contact:		
D :			pe e l
Project Manager:		(attach res	ume or qualifications sheet)
Contact numbers:			
office	mobile		e-mail

Provide an attached listing of specifications and photos of equipment the Contractor proposes to use to execute the requirements of this Contract.

Provide an attached standard company brochure with a general overview of the Contractor and services provided.

Provide an attached statement of financial condition less than six (6) years old for the Contractor submitting the Bid to execute the Services Contract.

TRASH / RECYCLING / YARD WASTE/ WHITE GOODS / BULKY ITEMS

MONTHLY VOLUME REPORT FOR CITY OF BALLWIN

	20		
MOI	NTH OF		
		MONTH	YEAR TO DATE
TRASH	TONS		
RECYCLING	TONS		
YARD WASTE	CY. YDS.		
WHITE GOODS	NUMBER		
RIII KY ITEMS	NUMBER		