



Request for Proposal RFP 01-2024

CURBSIDE SOLID WASTE AND DISPOSAL SERVICES

AND

ADDENDUM OF AGREEMENT:

CURBSIDE RECYCLING AND DISPOSAL SERVICES

CURBSIDE YARD WASTE COLLECTION

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NOTICE TO BIDDER

The City of Richmond will receive sealed proposals for the following project:

PROJECT: Curbside Solid Waste Collection and Disposal Services

Addendum of Agreement: Curbside Yard Waste Collection and Curbside Recycling and Disposal Services

PROPOSAL DUE DATE AND TIME: May 8, 2024 at 2:00p.m.

PROPOSAL OPENING LOCATION: Office of the City Clerk, Richmond City Hall, 205 Summit Street, Richmond, MO 64068

DEADLINE FOR INQUIRIES: Monday, May 7, 2024 at 2:00 p.m.

TYPE OF WORK: Collection of residential solid waste and optional recycling from the contract area and transportation of solid waste collected to approved disposal sites and recyclable materials to approved recovery facilities.

Bid packages will be issued only to prequalified bidders.

Contract documents, including attachments, are to be submitted to:

City Clerk
Richmond City Hall
205 Summit Street
Richmond, MO 64085
816.776.5304 ext. 103
cityclerk@cityofrichmondmo.org

INTRODUCTION

The City of Richmond is seeking bids for Curbside Solid Waste Collection and Disposal Services and Addendum of Agreement: Curbside Recycling and Disposal Services and Curbside Yard Waste Collection.

Careful attention must be paid to all requested items contained in this "Competitive Sealed Proposal" (hereinafter referred to as RFP 01-2024). Bidder is invited to submit a proposal in accordance with the requirements of RFP 01-2024. Please read the entire package before submitting a bid. Bidder shall make the necessary entry in all blanks provided for the responses in the Proposal Cost Form attached to RFP 01-2024.

The entire set of documents constitutes RFP 01-2024. The bidder must return this document with all information necessary to properly analyze bidder's response in total and in the same numerical order in which it was issued.

Each bidder shall comply with all federal, state, county and local statutes governing this type of service. The City retains the right to award this contract based upon the bid determined to be in the best interest of the City. (The term for the Operations Agreement is three (3) years with option to renew for three (3) additional years).

Sealed bids will be accepted in accordance with the instructions detailed in the Notice to Bidder. The bidder shall file all documents necessary to support their bid and include them with the proposal.

The City reserves the right to reject any or all bids. Failure to submit a bid based on the exact specifications and requirements of RFP 01-2024 be considered unresponsive.

The City is not responsible for any cost incurred by a bidder in the preparation of proposals.

Bidders may change or withdraw their bid at any time prior to opening; however, no oral modifications will be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted bid, which is addressed in the same manner as the bid, and received by the City prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked "Modifications of Bid," and clear identification of the bidder on the outside of the envelope.

The City reserves the right to obtain clarification of any point in a respondent submittal or to obtain additional information.

Bidders having questions and/or inquiries shall direct them to: City Clerk, Richmond City Hall, 205 Summit Street, Richmond, MO 64085. (816.776-5304 ext. 103)

No questions or inquiries will be allowed after 2:00 p.m., Monday, May 7, 2024.

Bidders shall ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, disability or veteran's status.

Bids may be held by the City of Richmond for a period not to exceed thirty (30) days from the date following the bid opening for the purpose of reviewing bids and investigating qualifications of bidders. The City also reserves the right to reject any and all bids and to waive informalities or technicalities as it may deem to be in its best interest. If the City elects to award a contract, the City shall award the contract to the lowest responsible bidder, taking into consideration the best interests of the City.

Any or all statements contained in the proposal or made during negotiation (if applicable) shall become part of the final contract for services.

All bids shall be:

1. Typed or written in ink, signed by the bidder or his authorized representative on the proposal form provided by the City of Richmond. The bid form shall be used and shall not be taken apart or altered. All bids shall be placed in a sealed envelope having the bidder's name, address, and plainly marked "REQUEST FOR PROPOSAL RFP 01-2024: CURBSIDE SOLID WASTE COLLECTION AND DISPOSAL SERVICES AND CURBSIDE RECYCLING AND DISPOSAL SERVICES AND ADDENDUM OF AGREEMENT: CURBSIDE YARD WASTE COLLECTION.
2. Prepared on the forms enclosed herewith, unless otherwise prescribed.
3. Mailed or delivered, containing two (2) copies, in sufficient time to ensure receipt by the City Clerk on or before 2:00p.m. on or before May 8, 2024 at 2:00 p.m. to:

City Clerk
City of Richmond
205 Summit Street
Richmond, MO 64085

4. Proposals not received by the time and date specified will not be opened or considered, unless the delay is a result of the negligence of the City, its agents or assigns.
5. Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes all offers and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

BID FORM – RFP 01-2024

PROPOSAL FROM:

(Printed or Typed Name of Bidder)

The undersigned bidder offers and agrees, if this bid is accepted, to enter into an agreement with the City of Richmond to complete all services as specified or indicated in the Request for Proposal RFP 01-2024 (hereinafter referred to as RFP 01-2024) under the specific terms and conditions set forth in RFP 01-2024 and within the time frame indicated and in accordance with RFP 01-2024.

Bidder declares that no person or persons other than those named herein are interested in this bid; that this bid is made without collusion with any other person, firm or corporation; and that no person or persons acting in any official capacity for the City are directly or indirectly interested in this bid, or in any portion of the profit thereof.

The City retains the right to award this contract based upon the bid that is determined to be in the best interest of the City. The initial term for the operations agreement is three (3) years.

In submitting this bid, bidder represents, as more fully set forth in RFP 01-2024, that he has examined the Notice to Bidder, all of the other proposing documents and all of the RFP 01-2024; that he has examined the actual site and locality where the services are to be performed; that he has familiarized himself with the legal requirements (federal, state and local laws, ordinances, rules and regulations); that he has made such independent investigations as he deems necessary; and that he has satisfied himself as to all conditions affecting cost, progress or performance of the work.

Bidder further agrees as follows: 1) that this bid shall remain open and may not be withdrawn for the time period set forth in RFP 01-2024; 2) that bidder accepts all of the terms and conditions of the RFP 01-2024, including without limitation those dealing with the disposition of bidder proposal security; 3) and that, upon acceptance of this bid, bidder will execute an agreement and will furnish the required contract of security and insurance certificates within the time period(s) set forth in RFP 01-2024.

In accordance with the above understandings and agreements, bidders will complete the services for the following: The proposed work shall include curbside solid waste and disposal services, and addendum of agreement: curbside yard waste collection, curbside recycling and disposal services in the contract area consisting of single and certain multi-family residential customers.

Additional collection units made part of the contract after contract execution shall be at the cost per unit in the proposal cost form, adjusted for any City Council-approved cost increases occurring after contract execution. Upon selection (initiation of services) the successful bidder shall furnish each customer with one (1) plastic 65-gallon roll-out cart.

It is the intent that the all collection services shall be made by semi-automated collection vehicles by the bidder.

BASIC SERVICES

These services shall consist of curbside collection of curbside residential waste and recycling and curbside yard waste collection. In the event of calculation errors, the cost proposal amount will be re-calculated using the written cost per unit as a basis.

	Est. Number of Unit	Unit Cost Per Month	Est. Annual Cost
1. Weekly refuse collection, curbside ^{1**} Provide 1 (one) 65-gal container (customer may purchase second container from contractor)	2,200		
2. Alternative No. 1 - Weekly refuse collection - customers provide containers up to 2 (two) 65-gal equivalent. ^{2**}	2,200		
3. Weekly collection, curbside yard waste	400 - 500		
4. Weekly recycling collection, curbside 65-gal/35 Optional	400 - 500		
5. Cost per 40 Yard Roll-Off per pull at Recycling "Compost" Drop Site			

NOTE: Contractor will be paid for actual number of households picked up each month, based on the number of water service customers per month.

Senior Customer Discounts: Seniors over 65 years of age will be charged at a rate \$2.00 less than all others for regular curbside and \$1.00 less for recycle.

6. Will Credit be given to the City for Value of Recyclables YES NO
 If so, describe rates and incentives:

Total annual contract sum for weekly refuse collection: \$_____

Total annual contract sum for weekly refuse collection Alternative No. 1: \$_____

Total annual contract sum for weekly curbside yard waste collection: \$_____

Total annual contract sum for weekly recycling collection: \$_____

Bulky waste pickup will be included at no additional charge (maximum of one item per customer per week).

¹ Customer may be given the option of choosing 35-Gal containers

² In this alternative, customers would provide their own containers

Bidder acknowledges receipt of the addenda listed below and further acknowledges that the provisions of each addendum have been included in the preparation of this proposal.

Addendum No.	Date Received	Addendum No.	Date Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The following documents are attached to and made a condition of this bid:

1. A list of subcontractors and other persons and organizations required to be identified in the bid.
2. A list of all current or proposed equipment to be used in the performance of the contract.

The terms used in this bid, which are defined in RFP 01-2024, have the meanings assigned to them in RFP 01-2024.

Respectfully submitted on _____, 2024.

Firm Name: _____
(Authorized Signature)

Business Address: _____

Phone No. _____ Fax No. _____

INTRODUCTION

1. GENERAL

The City of Richmond currently provides the services described in this RFP through its contractor. Commercial trash accounts using roll off containers and dumpsters are not included in this contract.

Collection of solid waste is performed for each customer once a week on the same day unless service is interrupted by a contractor-designated holiday. No collections are made on Saturdays or Sundays.

The Contractor also provides for unlimited bulky rubbish pickups throughout the year; pickups do not accommodate the collection and disposal of yard waste, tires, batteries and other hazardous materials nor major remodeling debris. Only one bulky item per household is picked up at a time.

The City bills solid waste fees to water customers, making monthly payment to the private contractor in the per customer billing based on the number of customers actually billed per month.

2. PURPOSE

The purpose and intent of this RFP 01-2024 is to establish a contract with one qualified Contractor who shall furnish all labor, equipment, materials, tools, insurance, supervision, and all other items incidental thereto and, shall perform all work necessary in the delivery of all residential (and designated non-residential) solid waste collection, waste disposal services, recycling collection and recycling marketing services.

3. SOLID WASTE COLLECTION REGULATIONS

Regulations pertaining to the storage and collection of solid waste are established under Chapter 235: Garbage and Trash of the Municipal Code of the City of Richmond. In addition, the Contractor must be licensed by the City of Richmond.

4. SELECTION PROCESS

The City reserves and holds the following rights and options which may be exercised at the sole discretion of the City with respect to the negotiation process:

- a. To select and enter into an agreement with the company who, according to the evaluation criteria in the specifications, best satisfies the requirements of the City's goals, interests, and objectives, and the public interest in general.
- b. To terminate this process by written notice given to the contractor.
- c. To reject any and all proposals by written notice to such bidders.
- d. To make the award to the most responsible and responsive bidder, as evidenced during the procurement process. This contract will not necessarily be awarded to the bidder

presenting the lowest cost.

- e. To establish minimum qualifications for subcontractors and suppliers and to disapprove proposed subcontractors and suppliers.
- f. Furthermore, each bidder by submitting its bid agrees to hold the City harmless and free from all liability, loss, injury, and costs and expenses which might be incurred by any bidder in responding or as a consequence of its response to this RFP 01-2024.

5. BASIS FOR SELECTING A PROPOSAL

Bids will be evaluated by the City according to the following criteria and any other criteria established by the Governing Body:

- a. experience with related programs;
- b. ability to perform to the satisfaction of the City;
- c. completeness of bid;
- d. technical feasibility to market collected materials; if appropriate;
- e. consistency with the overall objectives of the City and the health, safety, and the welfare of the citizens;
- f. type, condition and adequacy of equipment;
- g. number of personnel to be involved in the work; and
- h. cost of the program per household.

6. INTERVIEWS

Interviews with bidders may be held at the discretion of the City.

7. NEGOTIATIONS

Negotiations will begin with the selected bidder consistent with the bid terms. The City may terminate negotiations if contract terms cannot be successfully negotiated. The City may then commence negotiations with another selected bidder. This process will continue until a contract has been executed and or all proposals have been rejected.

8. DISQUALIFICATION OF BID

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes may be considered sufficient for disqualification of a bid at the sole discretion of the City.

- a. Evidence of collusion among bidders.
- b. Incompetency as revealed by financial statements, experience, equipment statements, or other sources or documents.
- c. Irresponsibility, as demonstrated by past work experience.
- d. Default on any previous contracts within the past ten (10) years.
- e. Other causes.

9. SCHEDULE

The City has established the following schedule for the bid process.

Issue RFP	April 12, 2024
Receive Proposals	May, 7, 2024
City Council Review of Proposals	May 14, 2024
Contract Approval	May 21, 2024
Begin Solid Waste and Disposal Program	July 1, 2024
Begin Recycling Program (if option is selected)	July 1, 2024

GENERAL CONDITIONS

1. DESCRIPTION OF COLLECTION AREA

Accompanying RFP 01-2024 is a map depicting the proposed collection zones and collection days for all areas of the City. Collection for the entire City must occur during the days and hours specified in RFP 01-2024 and on the days indicated on the accompanying map.

2. GENERATION OF MATERIALS

Because future increases or decreases in the population, number of units, or generation of solid waste and recyclable materials cannot be guaranteed, it is expected that bidders will formulate their own projections of amounts of materials to be generated and collected for the purposes of their bid.

3. CONTRACT PERIOD

The initial term of this contract is for three (3) years (commencing on July 1, 2024) and the City may at its sole option, renew the contract for two (2) successive three (3) year terms (extensions) under the conditions set forth in the contract. The City shall give the Contractor written notice of its intention to extend the contract a minimum of ninety (90) days before the expiration of the contract.

4. NOTICE TO PROCEED

Service transition (to new Contractors, if applicable) must be coordinated and executed no later than effective date of the contract (July 1, 2024).

5. AWARD OF CONTRACT

The City reserves the right to reject any and all bids, to waive any and all informalities and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, non-responsive or conditional proposals. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating bids, the City shall consider the qualifications of the bidders, and whether or not the bid complies with the prescribed minimum requirements. The City may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, personnel and organizations to do the work in accordance with the Contract Documents to the City's satisfaction with in the prescribed time.

Pursuant to Section 34.076, RSMo 1986 Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality and performance promised is equal to or better and the price quoted is the same or less. In addition, in order for non-domiciliary bidders to be successful, the bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully submit a bid in the non-domiciliary's state.

The City reserves the right to reject the bid of any bidder who does not pass any such evaluation to the City's satisfaction.

If the contract is to be awarded, it shall be awarded to the lowest and most responsive bidder whose evaluation by the City indicates to the City that the award will be in the best interests of the City.

6. PERFORMANCE BOND

Upon award of contract, the Contractor will be required to furnish to the City within ten (10) days of execution of the contract, a performance bond in the amount of 100% of the annual contract sum, which shall be to ensure that the resources are available for all costs associated with the provision of the services associated with the contract. The bond shall contain the requirements and conditions set forth in and shall comply in all respects with Section 107.170 RSMo and other applicable legal requirements, and shall be maintained during the life of the contract.

7. INSURANCE

The following represents the minimum limits of liability required for insurance to be provided to the City by the Contractor(s).

Certificates of insurance verifying such limits shall be provided to the City upon execution of the contract. Such insurance shall be maintained during the term of the contract. Said insurance shall name the City as an additional named insured party under said policies and shall be written by an insurance company which is authorized to conduct business in the State of Missouri.

Worker's Compensation

Limit	Statutory
If applicable, Federal (e.g. Longshoreman's):	Statutory
Employer's Liability	\$100,000/500,000/100,000

General Liability, including Contractual Liability

Limit:	\$500,000 Each Person
	\$3,500,000 Per Occurrence
	\$3,500,000 Annual Aggregate

Comprehensive Automobile Liability Limit:

\$500,000 Each Person
\$3,500,000 Per Occurrence
\$3,500,000 Annual Aggregate

8. COST INCREASES

Each year, ninety (90) days prior to the contract anniversary date and, annually thereafter, the contractor may request an annual adjustment in the collection unit prices as set forth in the bid form.

The annual unit prices shall be increased or decreased in accordance with a Refuse Rate Index (RRI). The percentage change in the RRI shall be calculated by utilizing national indices from the previous calendar year. The indices used in calculating rate adjustments shall be from the U.S. Department of Labor, Bureau of Labor Statistics and shall include those for labor (average hourly earnings), diesel fuel, vehicle replacement, vehicle maintenance and all other items (Consumer Price Index). Each of the indices will be assigned a weighted percentage factor based upon the cost category's proportionate share of the total costs shown for all of the cost categories as mutually determined between the City and the Contractor. The change in each index is to be calculated on a 12-month fiscal calendar year period.

No payment increase shall be considered automatic; any rate increase request shall be fully justified by the contractor and approved by the City Council.

9. INDEMNITY

To the extent permitted by law, the Contractor shall indemnify and save harmless the City of Richmond, its officers, agents, employees and assigns from and against all loss, cost, damages, expense and liability caused by an accident or other occurrence resulting in bodily injury, including death, sickness and disease to any person; or damage or destruction to property, real or personal; arising directly or indirectly from operations, products or services rendered or purchased under this contract; or violation of any Interlocal Agreement, state or federal rule, regulation or law, or any other provision of law regulating solid waste collection, recyclable collection, hauling, disposal or marketing.

The Contractor shall be held responsible for any damage to customers' property, real or personal, which occurs by the Contractor or the Contractor's agent in the performance of this contract. If the City, upon an independent investigation, finds that the Contractor has failed to completely reimburse the customer for the damaged property, the City may pay the customer any monetary amount it deems necessary to make the customer whole and deduct the same from the Contractor's monthly payment.

10. ASSIGNMENT OF CONTRACT

The obligations of the Contractor pursuant to this contract are not to be transferred, sub-contracted or assigned to any person or organization without the express written consent of the City.

In the event of any such assignment, the assignee shall comply with any conditions that the City may reasonably require for assignment of the contract, and shall accept such assignment and perform all work and other obligations of the Contractor as fully as if the contract were originally made by assignee. Any such assignment shall not relieve or excuse the Contractor from responsibility for performance to the City in the event the assignee does not fully perform all work and other obligations of the Contractor under the contract.

11. PERMITS AND LICENSES

The Contractor will be required to acquire all the necessary operating permits and licenses to perform business in the City of Richmond.

12. FAILURE TO ABIDE BY CONTRACT AGREEMENT

In the event that the Contractor is found in violation of the contract agreement, the City, at its choosing, may impose penalties. Such penalties include, but are not limited to, withholding of all or partial payment, monetary fines, and termination of the contract.

SCOPE OF SERVICES

1. COLLECTION, TRANSPORTING AND DISPOSAL OF SOLID WASTE MATERIALS

The Contractor shall provide weekly curbside collection of solid waste materials and provide safe and adequate transportation of materials. All solid wastes collected by the Contractor shall be disposed of at a processing facility or disposal area complying with all applicable requirements of the Missouri Solid Waste Management Act of 1972 (or latest modification).

Depending upon cost the Contractor shall provide each customer with one (1) plastic 65-gallon or one (1) 35-gallon roll-out residential waste container of a type and color approved by the City. The container shall be delivered to customers prior to the effective date of the contract (July 1, 2024). Alternative 1: customers may provide their own containers, up to equivalent of two (2) 65-gallon containers. *³

The Contractor will pick up a maximum of two (2) 65-gallon waste containers for the base fee.

The Contractor will also pick up one bulky item each week per household.

If the Contractor shall maintain in stock, at all times, a suitable number of containers to be provided to each new additional customer and for replacement of lost and/or damaged containers. The contractor may charge customers for each replacement container furnished beyond the container initially provided to the customer at the outset of the contract.

Customers may elect at their own expense to purchase up to one (1) additional 65-gallon container from the contractor. As an option, the contractor shall provide for and sell stickers that may be placed on additional bags of residential waste. The contractor will not be responsible for collecting additional trash bags that do not have a valid sticker affixed on the container, if this method is chosen.

2. COLLECTION, TRANSPORTING AND MARKETING OF RECYCLABLE MATERIALS

The costs of the recycling program shall be mandatory for all residents. A customer choosing not to recycle will not be required to accept a recycling container. However, they will be subject to the same fees and overage rates as charged to participating customers.

The Contractor shall provide curbside collection of newspaper; cardboards; aluminum beverage containers; and plastic containers on the same day as scheduled refuse collection. Plastics shall include the following:

- a. PET or PETE--bottle type containers used for carbonated and noncarbonated drinks such as soft drink, liquor, juice, water and sports drink bottles.

³ Base and alternative apply to all customers. It is not intended to be mix and match; it is all one way or the other.

- b. PET or PETE-containers with a screw-neck lid for food, household cleaning products and personal care products, i.e., peanut butter jars, salad dressing bottles, cooking oil, mouthwash bottles, shampoo bottles, window cleaners, floor cleaners and dish washing detergent.
- c. HOPE-natural or translucent bottle type containers such as milk jugs, juice bottles, water bottles, etc.
- d. HDPE-mixed colored or opaque bottle type containers such as detergent bottles, bleach bottles, fabric softener bottles, shampoo bottles and dish washing detergent bottles.

The Contractor shall provide each customer with one (1) plastic 65-gallon, roll-out recycling container of a type and color approved by the City (one or two 35-gallon containers may be provided). The container(s) shall be delivered to the customer prior to the effective date of contract (July 1, 2024).

The Contractor shall maintain in stock, at all times, a suitable number of containers to be provided to each new additional collection unit and for replacement of lost and/or damaged containers. The contractor may charge customers for each replacement container furnished beyond the container initially provided to the customer at the outset of the contract.

3. COLLECTION OF YARD WASTE

The costs of the yardwaste recycling program shall be mandatory for all residents. A customer choosing not to recycle will not be required to participate. However, they will be subject to the same fees and rates as charged to participating customers.

4. COLLECTION OF BULK ITEMS

The Contractor shall provide bulk item collection services to the City. Collections shall be offered to each customer as part of the cost of service. These collections shall occur whenever bulk items (maximum one per household per pick up) are placed at the curb. A sticker will NOT be required for these items.

5. PUBLIC EDUCATION AND PROGRAM PUBLICITY

The Contractor shall provide for adequate publicity and education so that all residents are aware of the program and its intent and coordinate with City staff to ensure publicity campaign is consistent with the intent and direction of the program.

6. COMPLIANCE WITH LAWS AND ORDINANCES

The Contractor shall comply with all applicable local, state and federal ordinances, statutes, laws, rules and regulations governing the collection, transportation and disposal of solid waste and refuse. No pleas of misunderstanding will be considered on account of ignorance thereof. The Contractor shall be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family

and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

7. CUSTOMER SERVICE STANDARDS

Because the City of Richmond is dedicated to serving each and every one of its customers with the utmost professionalism, courtesy, and timeliness, so, too, should be solid waste and recycling Contractor. Therefore, the following customer service standards are established by which the Contractor must abide.

A. The Contractor's staff will make every effort to use courteous and polite phone manners when answering a customer's concern, whether a member of the public or a member of the City staff.

B. When a residential property has been missed during a collection route and notification is received, the Contractor will make arrangements to pick it up within one business day. All calls relating to missed pickups shall be logged by the Contractor and that log shall be provided by the Contractor to the City monthly or on demand.

C. If products are left in bins because they have not been prepared properly for solid waste disposal or recycling, the Contractor will leave the customer notice as to why the materials were left behind.

D. In the event of City-observed holidays, such as Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year's Day, collections will be made the business day following the holiday. Contractor shall provide a list of recognized holidays.

E. In the event that items fall from the collection vehicle, the items are to be retrieved within one hour of notice.

F. When the Contractor's personnel have completed transferring solid waste or recyclables to the collection vehicle, the solid waste container/recycling bin is to be placed upright at the appropriate residence's curbside.

G. The Contractor will be responsible for handling all service complaints. The Contractor must maintain a phone number for registering of complaints that will be prominently displayed on printed material distributed to residents. The Contractor shall have personnel to answer the phone from 8 a.m. to 4:30p.m. of each day in which any solid waste and/or recycling collection activities take place and must have an answering machine to receive messages at all other times. The City may designate certain personnel to handle complaints and inquiries that are received directly by the City and the Contractor may seek the assistance of such personnel in resolving certain problems, but the ultimate responsibility for resolving customer complaints lies with the Contractor.

H. Services to be rendered by the Contractor shall be performed in an orderly efficient and workmanlike manner. The Contractor shall not litter premises in the process of making collections nor allow any materials to blow or fall from any vehicle used for collections.

I. In the event the City has indication the Contractor has not substantially complied with these customer service standards, the contract may be terminated or penalties imposed as prescribed in the terms of the contract.

J. The Contractor shall keep all vehicles used in this contract clean, leak free and in proper working order. Each vehicle must be clearly marked with the contractor's name and the purpose of its use.

8. REPORTING REQUIREMENTS

The Contractor will be required to keep records and submit reports. These will serve as a means to inform the City of the status of solid waste and recycling activities as appropriate and expenditures. The Contractor will also be required to provide certified weight receipts for all materials collected and disposed or sold.

A. Quarterly Project Status Reports

The Contractor shall provide quarterly project status reports. These will serve as a means to inform the City of the status of solid waste and recycling activities and expenditures. The Contractor will also be required to provide certified weight receipts for all materials collected and sold.

These reports will be due within fifteen (15) days of the close of the quarter being reported. At a minimum, the quarterly reports will include:

- a. Summary of all program costs and revenues, tonnages recovered by recyclable material, tonnages disposed of solid waste and participation rates;
- b. Detailed data to allow analysis of collection efficiencies;
- c. Tonnage summaries, by material, of all materials collected and sold;
- d. Resident participation rates in terms of weekly and monthly set out counts with a description of the methods used to determine those rates;
- e. Discussion of problems and noteworthy experiences in program operation.

B. Annual Reports

The Contractor shall provide year-end annual reports for each year the project is in operation. The reports will be due within thirty (30) days of the end of the reporting year. At a minimum, the report shall include:

- a. Collated summary of the detailed cost and revenue information contained in the quarterly reports, and also summaries of the participation rates and recovered material tonnages;
- b. A discussion of highlights, problems and measures taken to resolve problems and increase efficiency and household participation;
- c. Any recommended changes in contract terms.

9. TRANSPORTATION AND MARKETING OF RECYCLABLE MATERIALS

The Contractor shall establish transportation and marketing arrangements for the recycled materials. Equipment utilized for storage and transport of materials to buyers may be owned or leased by the Contractor. The proposal must contain a material processing and marketing plan that includes, at the minimum, a materials handling design, equipment list, lists of markets to which materials will be sold, and letters of intent from said markets.

During contract negotiation, the City and Contractor will agree to independent market price indicators for each material collected, and Contractor shall be prohibited from landfill disposal of collected materials or marketing materials that will be landfilled without written consent from the City. Violation of this section may be cause for termination or imposition of penalties prescribed in the terms of contract.

10. INFORMATION REQUIRED

Each bidder shall, at a minimum, provide the following information in a clear and concise manner. Any other information that may be useful or pertinent may also be included. Answers to these questions will be used in the City's decision-making process.

- a. The bidder shall list potential markets for collected recyclables and provide letters of intent from potential materials buyers.
- b. The bidder shall provide the firm's experience in the curbside collection, processing and marketing of recyclables and list references with telephone numbers.
- c. The bidder shall provide the firm's experience in the collections, processing and disposal of solid waste and a list of references with telephone numbers.
- d. All bidders' equipment (collection and processing) and all accessories by type, model and year of manufacture shall be listed to determine bidder's ability to perform as promised. If the equipment is not yet purchased, the bidder must furnish the date equipment is to be delivered and provide a manufacturer's delivery guarantee. The City must be able to inspect the equipment fifteen (15) days before July 1, 2024.
- e. The bidder shall provide a copy of the proposer's latest certified financial statement. Where the bidder is a subsidiary, then a copy of the latest certified financial statement of the parent corporation is required. This statement must be certified by an independent certified public accountant. The City shall keep all financial records strictly confidential.
- f. The bidder shall submit evidence that it has legal ability to do business under the laws of the State of Missouri. If the bidder is a corporation, it shall submit a copy of the certification from the State of Missouri. Alternatively, the bidder shall certify that it is able and willing to meet all requirements of the State of Missouri for doing business within the State.
- g. List all key personnel to be involved in the possible operating and implementing of this project. Include a description of each person's function and experience.

- h. List all proposed subcontractors, where applicable, including a list of the subcontractor's key personnel and a description of their function and experience.

11. SYSTEM DESCRIPTION FOR RECYCLABLE MATERIALS.

The bidder selected through this process shall collect, process and market all household commingled newspaper, cardboard, food and beverage containers, HDPE/PET plastic containers that are collected in the City of Richmond.

12. COLLECTION REQUIREMENTS FOR SOLID WASTE AND RECYCLABLE MATERIALS

- a. Weekly collection on the same day for solid waste and recyclable collection using routes defined by the Contractor, with schedules and routes to be submitted and approved by City staff.
- b. All solid waste, shall be collected at one time. The Contractor shall notify residents on collection day of the reason for refusal to collect any material.
- c. Recycling Option: All recyclable material shall be collected at one time. The Contractor shall notify residents on collection day of the reason for refusal to collect the material due to contamination and improper materials.
- d. The Contractor shall purchase and maintain enough recycling and solid waste containers to service the replacement when requested by customers.
- e. Collection shall begin on July 1, 2024.
- f. The Contractor shall, no later than two (2) weeks prior to the start of collection, provide each City residential property within the program area an information packet of instructions for the solid waste and recycling program that must be approved by City staff. The Contractor may charge the resident for additional containers beyond the first one given to each residential property. The price per additional container shall be agreed upon by the Contractor and City prior to execution of a contract. At this time, the Contractor will also provide an information packet to each resident detailing the collection program.
- g. When snow and/or ice prevents collection of solid waste and recyclables on the scheduled day, the Contractor will collect on the next scheduled collection day. The City may require the Contractor to make special collections within twenty-four (24) hours after oral notice is given if Contractor fails to make collections for other reasons.
- h. Collection vehicles shall have painted letters and numbers in a contrasting color, at least two (2) inches high, on each side of the vehicle. The number of each vehicle shall also appear on each side and the rear of the vehicle. All vehicles shall be kept in a clean and sanitary condition, and shall not leak liquid waste upon City streets. The City has the right to require the Contractor to clean any vehicle or to remove a vehicle from service as a result of mechanical issues.

All vehicles, facilities, equipment and property identified in the Contractor's inventory for use in the performance of this contract shall be available for use in collecting materials in the City for the duration of the contract. This section also applies to any and all replacement and substitute equipment. If any of the vehicles, facilities, equipment or property needs to be replaced in the duration of the contract, it shall be approved by the City.

- a. Collection shall be performed at curbside. The successful proposer(s) will be awarded an exclusive license to collect solid waste and/or recyclables from residential property within the City of Richmond for the term of the contract.
- b. Should the Contractor fail or refuse to perform its duties and obligations, or become insolvent or become the subject of a proceeding in bankruptcy (including any proceeding under Chapter 10 or 11 of the Bankruptcy Act) or become the subject of any proceeding for the appointment of a receiver, or in the event of an assignment by the Contractor for the benefit of its creditors, or the taking of its trucks, equipment, vehicles and execution against the Contractor, the City may, at its option, upon five (5) days' written notice, declare the Contractor to be in breach of the agreement, and the City may terminate the agreement and declare the same canceled and terminated and shall, in addition, be entitled to recover damages and take such other actions and seek other remedies as may be permitted by law.