

SOLID WASTE COLLECTION AND DISPOSAL SERVICES INSTRUCTIONS TO BIDDERS

INVITATION FOR BIDS

Sealed bids for the 2022-2026 Solid Waste Collection Services in the City of Houston, Missouri, will be received by the City Clerk's Office until 4:00 pm CST December 1, 2021.

SCOPE

The City of Houston, Missouri is seeking proposals from qualified firms for the services of a Solid Waste Collection Services Contractor, to perform on an exclusive basis, collection of solid waste from all residences, commercial businesses, and certain city facilities within the city limits of the City of Houston and to dispose of said solid waste at approved disposal sites(s) for the period from January 1, 2022, through December 31, 2026. The contract shall not bind, nor purport to bind, the City for any contractual commitment in excess of the original contract period. The City of Houston shall have the right, at its sole option, to renew the contract for five (5) additional one-year periods, or any portion thereof. In the event the City exercises such right, all terms, conditions, and provisions of the contract, including prices, shall remain the same and apply during the renewal period.

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

OPENING OF BIDS

All bids will be opened at Houston City Hall, 601S. Grand Ave, Houston, MO 65483, on Thursday December 2, 2021, at 2:00 PM CST Board Room at City Hall. The expectation is that the contract will be awarded at the regular Board of Aldermen meeting on Monday December 6, 2021.

INTERPRETATION OF THE CONTRACT

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

ADDENDUM

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

QUALIFICATION OF BIDDER

The bidder must be qualified by experience, adequate financial stability and ownership of equipment to do the work called for in the contract.

PERFORMANCE BOND

The successful bidder shall furnish and maintain in force throughout the term of this Contract a performance bond with a good and sufficient corporate surety acceptable to the City in the penal sum of \$10,000.00, guaranteeing the performance of the Contractors obligation under this Agreement in accordance with the Contract Documents.

BIDDER'S CERTIFICATION

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

ACCEPTANCE OR REJECTION OF PROPOSALS

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

AWARD OF CONTRACT

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

EXECUTION OF CONTRACT

Within fifteen (15) calendar days after notification of award of contract, the bidder to whom the award is made shall execute the contract documents specified and submit them to the City Clerk and shall furnish a Performance Bond and Proof of Insurance satisfactory to the City.

VERBAL AGREEMENT

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

COMMENCEMENT OF SERVICE

Since no interruption of the existing service is permissible, any service transition must be properly coordinated and executed at the time set. All services hereunder shall begin on January 1, 2022.

GENERAL CONDITIONS

1. GENERAL

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

2. CONTRACT DOCUMENTS

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

3. AWARD OF CONTRACT

The right is reserved by the City to reject any and all bids and to waive information therein. No bidder may withdraw their bid for a period of thirty (30) days after the time set forth for receipt of bids.

The City anticipates that it will award a single contract covering all of the work.

4. EXECUTION OF THE AGREEMENT

The individual, firm, or corporation to whom the Contract is awarded shall sign three (3) copies of the Agreement and return them, along with the executed Performance Bond and Certificates of Insurance, to the City within fifteen (15) days after the Notice of Award. No proposal shall be considered as binding on the City unless approved by the Board of Aldermen and the successful bidder has executed and filed the Agreement, Performance Bond, and Certificates of Insurance acceptable to the City, as required.

5. ASSIGNABILITY

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

6. INSURANCE

The Contractor shall provide and maintain at all times during the term of this Contract all insurance required under this paragraph and provide the City with Certificates of Insurance verifying that the policy or policies are in full force and effect and that the same will not be altered, amended, or terminated without thirty (30) days prior written notice having been given to the City; and such insurance has been approved by the City. Said insurance shall specifically name the City of Houston as an insured party under said policies and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to carry on such business in the State of Missouri.

6.1 Worker’s Compensation Insurance – Statutory amount.

6.2 Liability Insurance – Minimum limits as follows:

- a. Comprehensive General Liability Insurance for bodily injury and property damage combined single limit: \$1,000,000 each occurrence and \$2,000,000 aggregate.
- b. Auto and Truck Liability Insurance covering all owned, hired, and non-owned vehicles for bodily injury and property damage: \$1,000,000 each occurrence and \$2,000,000 aggregate.

7. INDEMNITY

Indemnification of City Against Liability - The Contractor shall indemnify and save harmless the City of Houston, its officers, agents and employees, from all suits, including attorneys’ fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of any act or omission of the Contractor in the performance of work under this agreement.

8. LAWS TO BE OBSERVED

The Contractor shall, at all times, observe and comply with all Federal and State laws, local laws, ordinances, orders, decrees and regulations now existing or enacted subsequent to the execution of the Contract which, in any manner, affects the prosecution of the work, at no additional cost to its customers in the City.

The Contractor and his surety shall indemnify and save harmless the City and all of its officers, representatives, agents, and employees against any claim or liability arising from, or based upon the violation of any such law, ordinance, regulation, order, or decree.

The Contractor shall procure all permits and licenses; shall pay all charges and fees; and shall give all notices necessary and incidental to the due and lawful prosecution of the work.

9. LIQUIDATED DAMAGES

The Contractor shall pay the sum of Five Thousand Dollars (\$5,000) as liquidated damages to the City for each and every day that the Contractor shall fail or refuse to perform his duties and obligations or to comply with the provisions of the Contract documents, and the Contractor shall further pay as liquidated damages to the City the sum of Two Dollars (\$2) for each dwelling unit pick-up point which, after investigation by the City has been determined by it to have been missed on any collection day; provided, however, that the Contractor shall not be penalized in said amount of Two Dollars (\$2) for a missed collection point if a pick-up at any such pick-up point is made within twenty-four (24) hours of the appointed pick-up date. This provision of the Contract is not intended to permit the Contractor to make pick-ups on any regular or frequent basis during the twenty-four (24) hour grace period. If this occurs, it shall be cause for the City to terminate the contract upon thirty (30) days written notice to the Contractor. In the event the Contractor is unable to complete collections on a regular scheduled collection day, it shall be incumbent on the Contractor to notify the City immediately and as soon as it becomes evident that collections will not be completed. The Contractor shall not be so penalized as hereinabove provided if such failure shall be caused by fire, riots, strikes, extremely severe weather making streets and highways impassable, civil commotion or Acts of God.

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

10. EXTENSION OF SERVICE

Service shall be extended to all new or additional dwelling units and commercial businesses immediately upon request for service. The Contractor shall provide this extension of service for the same unit price as specified on the Bid Sheet.

11. CITY'S RIGHT TO TERMINATE CONTRACT

If the Contractor fails or refuses in any manner to fully perform his duties and obligations and carry out each and every term, covenant, and condition of the Contract, he shall be in default by the City. If the Contractor fails to correct such default within the time required by such notice, the City may, at its option, terminate and cancel the Contractor and, at the expense of the Contractor's surety, complete the Contract, or cause the same to be completed.

Such termination shall not affect or terminate any of the rights of the City against the Contractor or his surety then existing or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the City under the law.

In the event that the Contractor shall become insolvent or shall become the subject of a proceeding in bankruptcy or shall become the subject of any proceeding for the appointment or a receiver, or in the event of any assignment by the Contractor for the benefit of its creditors, or the taking of its trucks, equipment, vehicles, and other facilities used in connection with the performance of the work under any execution, in such events,

the City may at its option upon five (5) days written notice, declare the Contractor to be in breach of its agreement and the City may terminate the Contract and at the expense of the Contractor's surety, complete the Contract or cause same to be completed, and in addition the City shall be entitled to recover damages and take such actions and seek such other remedies as may be permitted by law.

12. AUTHORITY OF THE CITY

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

13. COLLECTION AND TRANSPORTATION

- a. Solid waste containers shall be placed at the curb for collection purposes.
- b. The Contractor shall furnish all necessary labor, materials and equipment to perform the work specified under this contract to collect all solid waste, as specified herein.
- c. Contractor shall only make collections between 5:30 a.m. and 7 p.m., or at such other times as may be authorized by the Board of Aldermen.
- d. If any solid waste is scattered or spilled by the Contractor, it shall immediately pick up and remove same.
- e. Contractor shall use a state-approved processing facility or land disposal area for the disposal of all solid waste collected in the City.

14. SUPERVISION

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

15. BILLING AND COLLECTION

The City will be responsible for the billing and collection of money on all customers. All bills will be billed a month behind. The City will issue a check to the Contractor for the prior month's service within thirty (30) days from the end of the month.

TECHNICAL SPECIFICATIONS

Wherein used herein, the hereinafter listed terms shall have the following meanings:

Definitions

1. **DEBRIS**

Dirt, concrete, rocks, bricks, lumber, plaster, sand or gravel, other waste building materials, automobile frames and other bulky heavy material, excluding any Hazardous Waste.

2. **GARBAGE**

Refuse animal or vegetable matter (as from a kitchen or food processing facility), tin cans, bottles, sacks, clothes, extinguished ashes, paper (not including heavy accumulations of newspapers and magazines) and any other waste normally produced by residences or commercial businesses, excluding any Hazardous Waste.

3. **HAZARDOUS WASTE**

All fecal material, oil, sludge, and any radioactive, pathological, toxic acidic or volatile materials, or any chemical, compound, mixture, substance, or article which is designated by the US E.P.A. or appropriate agency of the State of Missouri to be "hazardous" as that term is defined by or pursuant to Federal or State Laws.

4. **TRASH**

All refuse other than garbage, debris, furniture and trash shall include heavy accumulations of newspapers and magazines, recyclable waste, old clothes and other trash of like kind, but shall not include any Hazardous Waste.

5. **PERMANENT CONTAINER**

Any closed, waterproof, plastic or metal container or can with a capacity or volume of at least 95 gallons which is capable of containing garbage or trash without leaking or emitting odors unless special arrangements have been made due to disability or incapacity.

6. **COMMERCIAL CONTAINERS**

Metal containers supplied by Contractor affording adequate capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.

7. **CURBSIDE SERVICE**

Garbage to be picked up by the Contractor which will be located at the curbside of the street.

8. SOLID WASTE

Garbage, refuse and other discarded materials including, but not limited to, solid and semisolid waste materials resulting from industrial, commercial, agricultural, governmental and domestic activities, but excluding hazardous or infectious waste as defined herein, recovered materials, overburden, rock, tailings, matte, slag or other waste material resulting from mining, milling or smelting.

City of Houston

Solid Waste Collection and Disposal Services

Bid Form *page 1 of 2*

1.	Once a week residential pickup with 95 gallon container (have approximately 814 customers and city may want to annex.)	\$
2.	Spring and Fall Cleanup (on date City selects)	\$
3.	Residential Customer request for additional containers	\$
4.	Indicate your services offered for disabled customers	\$

Bid Form *page 2 of 2*
Commercial Accounts

Container Size↓	Frequency of Pick-up						
	1	2	3	4	5	6	7
95 gallon							
1 yard							
2 yard							
3 yard							
4 yard							
5 yard							
6 yard							
8 yard							

Fees for Roll-Off Containers

Size ↓	Hauling Charge		Disposal Charge
cu yd			
cu yd			
cu yd			
cu yd			

Special service(s) you offer may be inserted below or attached on addition page if you desire

