

**VILLAGE OF WINDSOR PLACE, MISSOURI  
REQUEST FOR BIDS  
RESIDENTIAL WASTE COLLECTION AND DISPOSAL  
February 12, 2019**

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## REQUEST FOR BIDS

Bids for the collection and disposal of RESIDENTIAL WASTE, for the Municipality of Windsor Place, Missouri will be received by the Village Clerk (Clerk) or her designee until 5 p.m., on March 5, 2019 at the Clerk's office, located at 214 Main St, Boonville, MO 65233, and will thereafter be publicly opened and read at the Board of Trustees monthly meeting at 6 p.m. located at 17044 Klinton Dr, Boonville, MO 65233.

Major goals of the Municipality are to decrease heavy truck traffic on Village streets and to constrain the increase in costs of all collections.

The Municipality will require by ordinance that all residences pay for residential waste collection services. Commercial customers will not be required to pay for waste collection services and will have the option of using any waste collection service they choose. However, the Municipality would like to offer waste collection services if they choose so it has been included in the bid forms as an optional service.

Billing and collections for all residential and optional commercial customers will be handled by the Municipality excluding special trash pickups.

The Municipality reserves the right to reject any and all bids, and to accept such bid that is best,, 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 No bid may be withdrawn for a period of sixty (60) days after bid opening.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 Municipality, but not because of a mistake in judgment or in amount bid.

Bid forms, specifications, contract documents and other appropriate papers may be reviewed at the Clerk's office, at the Village website at [www.windsorplacemo.com](http://www.windsorplacemo.com) under bid opportunities, or they may be obtained for a non-refundable cost of Fifty (50) Dollars per each set, from the Municipality. The Bid Documents must be returned in duplicate in a sealed envelope marked "Residential Solid Waste Collection Bid."

For questions please call Randon Leathers, Chairman of the Board of Trustees, at 573-619-3950 or email at [windsorplace@outlook.com](mailto:windsorplace@outlook.com) .

## **INSTRUCTIONS TO BIDDER**

1. Sealed bids will be received by the Municipality of Windsor Place, until 5 p.m., CDT, March 5, 2019.
2. Bids must be submitted in duplicate in a sealed enveloped 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 proposal shall be made on the attached Bid Form, 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 officer thereof stating his/her title. The complete mailing address and telephone number must be stated.
6. Each bidder shall, on 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. Included in the list will be the model, year, and type of equipment.
7. Each bidder shall complete and submit the attached Non-Collusion Affidavit.
8. Each bidder shall provide a list of all municipalities under contract in Missouri or three (3) references of municipal contracts for solid waste collections that they have serviced within the last three (3) years. If no such contracts exist, the bidder must provide at least three (3) references from the closest municipalities served.
9. Each bidder shall, on an attached sheet, provide a description of their Solid Waste collection operations.
10. Each bidder shall, on the attached sheet, provide a list of charges for additional service requested by the Municipality.
11. Each bidder shall submit a comprehensive list of all primary and secondary landfills, transfer stations, and recycling centers to be utilized through the life of the contract and any contingency plans in the event such facilities are closed. All landfills used by haulers must be approved and/or permitted by the applicable federal, state and local authorities.

12. A performance bond or escrow in lieu of a performance bond acceptable to the Municipality will be required from the successful bidder as described in the specifications. This performance bond will be equal to the first-year contract price.
13. The Municipality 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 Municipality. The Municipality reserves the right to reject any bid if the evidence submitted by, or other investigation of, the bidder fails to satisfy the Municipality that the bidder has the proper qualifications to perform the work in accordance with the Contract Agreement.
14. It is the intent of the Municipality 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 Municipality reserves the right to accept the bid which, in the Municipality's judgment, is in the best interest of and most advantageous to the Municipality. The Municipality reserves the right to waive irregularities, reject any or all bids or to hold bids for up to sixty (60) days and to award the bid in the best interest of the Municipality. The Municipality will reject a bid not accompanied by a Bid Bond or by other data required by the Bidding Documents, to reject a bid which is in any way incomplete or irregular and to re-bid the work at a later date if all bids are rejected.
15. Each bid must be accompanied by a bid bond equal to ten (10) percent of the first year in the form of a certified check, a cashier's check or bond payable to the Municipality. All such bid bonds or checks will be returned to the respective unsuccessful bidders within sixty (60) days after the bids are opened, but in no event 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 Municipality.
16. 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 bid, he shall forfeit to the Municipality the bid bond deposited with his bid as liquidated damages for such failure or refusal.
17. 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 in writing to the Village Clerk at PO Box 42, Boonville, MO 65233 no later than ten (10) days prior to the date of opening of bids.

## GENERAL INFORMATION

The solid waste collections service shall conform to all Municipality ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

1. **Residential Dwelling Unit** - is defined as any single home, two family unit, four family unit, all condominiums up to five units per building, and all apartment complexes up to five units per building.
2. **Commercial Unit** – is defined as any business or commercial enterprise which requires a roll away dumpster.
3. **Curb Collection** - The Contractor shall provide solid waste collection removal and disposal service to all residential dwellings (including condominiums) within the corporate limits of Windsor Place. There shall be once a week collection of solid waste from the curb of the premises. On collection days all refuse containers and items of refuse shall be placed at a designated collection point. The Contractor will not be required to collect refuse from the inside of the buildings.
4. **Collection Vehicles** - Contractor is to furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
5. **Definitions** - Whenever the terms “solid waste,” is used in these specifications, it shall be construed as follows:

Solid Waste: All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking, and consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals, animal parts, household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, parts of trees, bushes, and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one man for removal.

Large Household Items means those items other than normal household trash including, but not limited to: appliances, furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials.

6. **Special Pick-Ups** - shall be defined as large household items as defined above and any other items that cannot be disposed of at landfills, not including hazardous waste. Property owner must schedule the pick-up with the Contractor with at least 48 hours notice, prior to pick-up. Each pick-up of this type will be billed to the resident. Construction materials generated by contractors are not a part of this pick-up.
7. **Holiday Schedule** - No collections shall be required on the six annual legal holidays. Each pick-up day of the holiday week after the holiday will be serviced one day late. The Contractor shall provide to the Municipality a list of the Contractor's recognized holidays.
8. **Collection Routes** - The Contractor shall further establish routes for the collection of solid waste, yard waste, and recyclables. The Contractor's collection schedule and collection routes shall be filed with the Clerk.
9. **Collection Times** - No collection shall be made before 7:00 a.m. or after 6:00 p.m., except by express authorization of the Clerk of the Municipality. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks as described above.
10. **Residential Containers** - Solid waste refuse shall be stored in standard trash containers, which may be supplied by the hauler or by the resident, two per dwelling unit, which have a maximum capacity of thirty-five (35) gallons each, or a size mutually acceptable to the contractor and the Village. The Contractor shall include in the bid proposal whether they will be providing trash containers, or if residents shall use their own.
11. **Cleanliness** - In the collection of solid waste, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pick-up trucks utilized in certain areas of the Village and need to dispose their loads into a larger vehicle. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the Village right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the Village.
12. **Contractor Report Daily** - The Contractor shall designate a supervisor for collection crews working within the Municipality to assure the duties of such crews are completed

per the contract between the Municipality and the Contractor. A responsible representative of the Contractor shall report to the Clerk to receive any and all complaints regarding said collection service. In addition, the supervisor must be accessible via a cell phone between the hours of 6:00 a.m. and 4:00 p.m. on days when collections are made in the Village. The cell phone number shall be available to the Clerk of the Municipality for direct contact but not for use by the general public.

13. **Customer Service Standards** - All complaints received by the Contractor or Municipality before 1:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received. All complaints received after 1:00 p.m. shall be resolved by noon the next day. The Contractor shall maintain a daily log of all complaints received and time that complaint was resolved. The Contractor shall provide a monthly report to the Municipality, which will include copies of the daily reports for the prior month.
14. **Customer Service Center** - The Contractor will operate and maintain a Customer Service Center with the following minimum standards: 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by a Customer Service Representative; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) the Contractor should implement procedures approved by the Municipality whereby complaints can be received via fax, e-mail and web site.
15. **Publicity** - The Solid Waste Collection Contractor shall provide information as to the change over of collection service prior to the initiation of said service. This publicity shall include, but not be limited to, at least one mailing to each residential dwelling unit within the corporate limits of the Municipality indicating the date of change-over, the day of collection for the three types of collections, what items are collected and how they are to be stored, and the telephone number, fax number, e-mail address and web site of the Contractor's office where questions or complaints can be handled. Such publicity shall be approved by the Clerk of the Municipality prior to distribution publication.
16. **Insurance** - The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the Municipality from any liability, claim, damage, or cause of action which may be sustained by or asserted against the Municipality, directly or indirectly, or in any manner arising out of the performance or failure of performance on the part of the Contractor, and shall cover each vehicle used in the work covered by this agreement. The amount of such liability insurance shall not be less than \$3,000,000 single limit coverage. In addition, the Contractor shall carry Worker's Compensation Insurance in such amount as is prescribed by the statutes of the State of Missouri. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory to the Municipality and duly licensed or permitted to carry on such business in the State of Missouri. Such insurance policy or policies shall be filed with the Municipality together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given to the Municipality. All certificates of insurance shall specifically list the Municipality as an

additional insured with respect to the policies related to the specifications and the Contract Agreement.

17. **Laws** - The Contractor will be required to obtain all licenses and permits and comply with all ordinances as provided in Municipality Code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract and specifications. The Contractor shall at all times comply with all ordinances and regulations of Cooper County, and any rules and regulations issued by the State of Missouri.
18. **Volume Report** - Prior to the fifteenth of the following month, the Contractor shall complete the monthly volume report. No payment shall be sent to the Contractor where the Village pays the bill unless the volume is current.



## REQUIRED SERVICES TO BE PROVIDED

The Contractor shall have the responsibility to collect, haul and dispose of all household trash, between 6:00 a.m. and 6:00 p.m. These items will be collected in properly identified trucks. (“Properly identified trucks” means the name, address, and phone number of the Contractor and designation of type of material being collected must be displayed on the truck.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Missouri Solid Waste Law and local Village and County regulations.

- a) Trash to be picked up **once a week** in a Contractor supplied or approved container from the curb line from residential (approximately 135) & commercial units (approximately 15).
- d) There will be no scavenging by the contractor or his authorized personnel.
- e) Large household items or extra pickups are to be collected on an “on call” basis. The resident will need to call the hauler with his/her address so the hauler can schedule a pick-up. Any charges for this service will be billed to the resident directly.
- g) The Contractor will provide suitable containers for Village sponsored special events at mutually agreeable prices.

## **PENALTIES AND FINES**

- a) The Contractor shall pay as liquidated damages in the amount of Five
- b) Hundred Dollars per day for failure to comply with the provisions of the contract for service.
  
- b) In addition to the provisions of the Performance Bond, if the Contractor fails to service the Village on a timely basis, the Contractor shall forfeit payment for services not performed unless remedied to the satisfaction of the Municipality or caused by an act of God.
  
- c) Contractor shall defend, indemnify and hold harmless the Village and its employees from and against any and all costs arising in any way as a result of the performance or failure to perform on the part of Contractor, or any approved subcontractor, under this contract.
  
- d) The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the prior written consent of the Municipality.
  
- e) Should Contractor miss the collection of any of the services from a customer and fail to resolve the complaint on the same day as reported, then a credit of Five Dollars per missed service shall be credited on the next bill.
  
- f) In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the Clerk of the Municipality. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department or the police provider for the Municipality. The Contractor shall follow the instructions of the Municipality to insure the public health, safety and welfare of the Municipality.

**PRICE QUOTATION FOR REQUIRED SERVICES**

Collection Once Weekly at Curb:

**Cost of Services per Residential Dwelling Unit/Per Month**

First Year: \_\_\_\_\_

Second Year: \_\_\_\_\_

Third Year: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address \_\_\_\_\_

\_\_\_\_\_  
Signature

Corporate Seal

Attest to Seal

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

**PRICE QUOTATION FOR OPTIONAL SERVICES  
TO BE BILLED TO RESIDENT**

**Cost of Services per Residential Dwelling Unit/Per Month**

- |    |  |  |
|----|--|--|
| 1. | Back Door Pick-Up  | <input style="width: 150px; height: 30px;" type="text"/> |
| 2. | 2nd Trash Pick-Up of Week                                  | <input style="width: 150px; height: 30px;" type="text"/> |
| 3. | Special Pick-Up of Appliances and<br>Banned Landfill Items | <input style="width: 150px; height: 30px;" type="text"/> |
| 4. | Special Pick-Up of Large Household Items                   | <input style="width: 150px; height: 30px;" type="text"/> |
| 5. | Rental of an Additional Container<br>for Trash/Service     | <input style="width: 150px; height: 30px;" type="text"/> |

**Cost of Services per Commercial Unit/Per Month**

- |    |  |  |
|----|--|--|
| 1. | 1.5 cubic yard roll away container<br>provided by Contractor | <input style="width: 150px; height: 30px;" type="text"/> |
| 2. | 2.0 cubic yard roll away container<br>provided by Contractor | <input style="width: 150px; height: 30px;" type="text"/> |
| 3. | 3.0 cubic yard roll away container<br>provided by Contractor | <input style="width: 150px; height: 30px;" type="text"/> |
| 4. | 4.0 cubic yard roll away container<br>provided by Contractor | <input style="width: 150px; height: 30px;" type="text"/> |
| 5. | 6.0 cubic yard roll away container<br>provided by Contractor | <input style="width: 150px; height: 30px;" type="text"/> |
| 6. | 8.0 cubic yard roll away container<br>provided by Contractor | <input style="width: 150px; height: 30px;" type="text"/> |

**RESIDENTIAL WASTE COLLECTION SERVICES  
FOR May 2019 TO April 2022  
CONSISTING OF  
TRASH CONTRACT**

This agreement, made and entered into this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the Village of Windsor Place Missouri, hereinafter called the “Village” and \_\_\_\_\_, hereinafter called the “Contractor.”

WITNESSETH THAT:

In consideration of the premises and of the mutual promises, the parties hereto do mutually promise, covenant and agree as follows:

The Contractor hereby agrees to furnish all labor, materials, and equipment called for in the bid document for “residential waste collection” and shall perform all work necessary. By providing appropriate services as described in the specifications and accepted bid documents, copy attached, which bid documents and specifications are incorporated herein and made part of this contract.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the proper completion of this contract, and that this information was secured by personal investigations.

The said Contractor agrees further to begin work no later than May 1, 2019 as explained in the Village’s Request of Bids and actual bid document for this work. The Contractor agrees that he will fully comply with all federal and state laws and regulations and local ordinances of the Village. In the event of termination of the contract by the Contractor or by the Village, the Contractor shall be entitled to receive payment only for work actually performed.

The Contractor expressly warrants that he has employed no third person to solicit or obtain this contract on his behalf, or promised or agreed to pay to any third party.

The Village agrees to pay the Contractor in the manner and in the amount provided in the said General Conditions and Bid.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seal this \_\_\_ day of \_\_\_\_\_, 200\_\_.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
Chairman of the Board of Trustees/Authorized Officer

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
Contractor

**TRASH WASTE MONTHLY VOLUME REPORT  
FOR THE VILLAGE OF WINDSOR PLACE  
MONTH OF \_\_\_\_\_**

	<b>TONS</b>	<b>MTD</b>	<b>YTD</b>
<b>TRASH</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_\* (sole owner, partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of awarding the contract or any one interested in the proposed contract; that all statements submitted in his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Seal of Notary

\_\_\_\_\_  
Notary Public