

CITY OF CASSVILLE, MISSOURI

INSTRUCTIONS TO PROPONENTS

RESIDENTIAL RECYCLING AND SOLID WASTE COLLECTION AND DISPOSAL AND COMMERCIAL/ INDUSTRIAL SOLID WASTE COLLECTION AND DISPOSAL

1. **Receipt and Opening of Proposals**

The City of Cassville, MO (hereinafter referred to as the “City”) invites and will receive proposals on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received at the City of Cassville, MO City Hall until 2:00 P.M. on Friday, November 2, 2018 and publicly opened and read aloud on the aforesaid date. The envelopes containing the proposals must be sealed and addressed to City Clerk, City of Cassville, MO and plainly marked “Proposal for City Recycling & Solid Waste Collection and Disposal.”

2. **Preparation of the Proposal**

All proposals shall be made on the Contractor’s proposal form attached hereto and shall give the amount of bids for work in numerical figures and must be signed by the Contractor as Proponent. Additional copies of the proposal form may be obtained from the City upon request. All blank spaces in each proposal form together with appropriate schedules must be completed in full in ink or typewritten, in numerical figures.

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

Each proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Proponent, its address, and plainly marked “Proposal for City Recycling & Solid Waste Collection and Disposal.” If forwarding by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified in the proposal. The City may consider as irregular any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals.

Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified above shall not be considered.

3. **Evidence of Insurance**

Each proposal must also be accompanied by a sample certificate of insurance evidencing the coverages set forth in Section 11.00 of the General Specifications.

4. **Scope of Work**

The work under this contract shall consist of the items contained in the proposal, including all incidentals necessary to fully complete said work in accordance with the contract documents.

5. **Conditions**

Each Proponent shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the contract. Proponents shall thoroughly examine and be familiar with the specifications.

It is also expected that the Proponent will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Proponent to receive or examine any form, instrument, addendum, or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its proposal or to the contract. The City shall make all such documents available to the Proponents.

The Proponent shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the City.

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

6. **Addenda and Explanations**

Explanations desired by a prospective Proponent shall be required of the City in writing, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each Proponent. Every request for such explanation shall be in writing addressed to the City Clerk. Any verbal statements regarding same by any person prior to the award shall be unauthoritative and not binding.

Addenda issued to Proponents prior to date of receipt of proposals shall become part of the contract documents. All proposals shall include the work described in the Addenda.

No inquiry received within five (5) days of the date fixed for the submission and opening of proposals will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Proponents (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of proposals.

7. **Name, Address, and Legal Status of the Proponent**

The proposal must be properly signed in ink and the address of the Proponent given. The legal status of the Proponent, whether corporation, partnership, or individual, shall also be stated in the proposal.

A corporation shall execute the proposal by its duly authorized officers.

A partnership Proponent shall give full names of all partners. Partnership and individual Proponents will be required to state in the proposal the names of all persons interested therein.

The place of residence of each Proponent, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Proponent is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the proposal.

Anyone signing a proposal as an agent of another or others must submit with his proposal evidence of his authority to do so.

8. **Competency of Proponent**

The opening and reading of the proposal shall not be construed as an acceptance of the Proponent as a qualified, responsible Proponent. The City reserves the right to determine the competence and responsibility of a Proponent from its knowledge of the Proponent's qualifications or from other sources.

A. The City shall require submission with the proposal of the following supporting data regarding the qualifications of the Proponent in order to determine whether it is a qualified, responsible Proponent. The Proponent will be required to furnish the following information:

- (1) An itemized list of the Proponent's equipment available for use on the contract.
- (2) Evidence that the Proponent is in good standing under the laws of the State of Missouri, and, in the case of corporations organized under the laws of any other State, evidence that the Proponent is licensed to do business and in good standing under the laws of the State of Missouri or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- (3) Evidence, in form and substance satisfactory to the City, that Proponent's experience in refuse and recycle collection and disposal, derives from minimum of five (5) years with municipal operations of comparable size or larger in Missouri to that contemplated by the contract documents;

including references from comparable or larger municipalities located in Missouri with waste and recycle collections.

- B. In the event that the City shall require additional certified supporting data regarding the qualifications of the Proponent in order to determine whether he is a qualified responsible Proponent, the Proponent may be required to furnish any or all of the following information sworn to under oath:
- (1) Evidence that the Proponent is capable of commencing performance as required in the contract documents.
 - (2) Evidence, in form and substance satisfactory to the City, that Proponent possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the contract documents.
 - (3) Such additional information as will satisfy the City that the Proponent is adequately prepared to fulfill the contract.

The Proponent may satisfy any or all of the experience and qualification requirements of this paragraph 10 by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

9. **Disqualifications of Proponents**

Although not intended to be an exhaustive list of causes for disqualifications, any one or more of the following causes, among others, may be considered sufficient for the disqualification of the Proponent and the rejection of its proposal:

- (a) Evidence of collusion among Proponents.
- (b) Lack of competency as revealed by either financial statements, experience, or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous municipal contract for failure to perform.

10. **Basis of the Proposal**

Proposals for refuse collection and disposal are solicited on the basis of rates for each type of work. Proposals will be compared on the basis of summation of the rates proposed. The rates, as written out numerically in the proposal, shall govern and any errors found will be corrected.

11. **Quantities**

The City estimates that the number of residential units to be initially serviced under the contract is estimated to be **one thousand three hundred (1,300)** for the City of Cassville, MO. The City makes no representation as to the reliability of its estimate for Residential Units. Unit price computations for residential units shall be based upon such estimate. The Contractor shall visit the City and determine the nature of the work and the difficulties attending execution of the work.

12. **Method of Award**

The City reserves the right to accept or reject any and all proposals, and to waive any informalities in proposals, and to select the proposal or proposals that, in the opinion of the City, shall be the most qualified proposal on the basis of price, financial responsibility, technology, legal responsibilities and other relevant factors. In particular, any alteration, erasure, or interlineation of the contract documents and the proposal shall render the accompanying proposal irregular and subject to (but not requiring) rejection by the City. The City intends that the Contract shall be awarded within forty-five (45) days following the date that proposals are publicly opened and read.

13. **Disposal Sites**

The Proponent shall indicate on the proposal the name and location of the disposal site(s) for (MSW) Municipal solid waste and recycling which the Proponent intends to use to perform the contract. Further, the Proponent shall provide evidence reasonably satisfactory to the City upon request within 30 days that the City Proponent, if awarded the contract, will have the right to use said disposal site(s) under and for the duration of the contract.

14. **Contractor**

Contractor will provide all containers as defined for individual residences and commercial businesses.

RESIDENTIAL RECYLING AND SOLID WASTE COLLECTION AND DISPOSAL
AND
COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL

GENERAL SPECIFICATIONS

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- 1.02 Containers, Individual Residences
- 1.03 Commercial and Industrial Refuse
- 1.04 Institutional Solid Waste
- 1.05 Large Commercial and Industrial Unit
- 1.06 Containers, City Facilities
- 1.07 Contract Documents
- 1.08 Contractor
- 1.09 Disposal Site
- 1.10 Garbage
- 1.11 Producer
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- 1.13 Residential Refuse
- 1.14 Residential Unit
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- 2.02 Construction Debris
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- 2.04 Hazardous Waste
- 2.05 Dead Animals
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1.00 **Definitions of items included**

The following terms shall have the meaning hereinafter given:

- 1.01 Bags - Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top.
- 1.02 Containers, Individual Residences – Residents choice of a sixty-five (65) gallon or a ninety (90) gallon “roll-out” receptacle or between sixty (60) to sixty-eight (68) gallon receptacle or a ninety (90) to a ninety seven (97) gallon; constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors.
- 1.03 Commercial and Industrial Refuse– All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Commercial and Industrial Unit.
- 1.04 Institutional Solid Waste– Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 1.05 Commercial and Industrial Unit/Business– All premises, locations or entities, public or private including but not limited to offices, stores, service stations, restaurants, schools, churches, etc., requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility,
- 1.06 Containers, City Facilities – See specifications 4.01 c
- 1.07 Contract Documents - The Request for Proposals, Instructions to Proponents, Contractor’s Proposal, General Specifications, and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.08 Contractor - The person, corporation, or partnership performing refuse collection and disposal under contract with the City.
- 1.09 Disposal Site - A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, waste processing/separation centers, licensed, permitted, or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive refuse and dead animals for processing or final disposal.
- 1.10 Garbage - Every accumulation of waste (animal, vegetable, and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay, or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous

Waste, Rubbish, or Stable Matter.

- 1.11 Producer - An occupant of a residential unit who generates refuse and residential refuse.
- 1.12 Refuse - This term shall refer to residential refuse and bulky waste, construction debris, and stable matter generated at a residential unit unless the context otherwise requires.
- 1.13 Residential Refuse - All garbage and rubbish generated by a producer at a residential unit.
- 1.14 Residential Unit -
- (a) A dwelling within the corporate limits of the respective City occupied by a person or group of persons comprising not more than two families. A Residential Unit shall be deemed occupied when either water and/or domestic light and power services are being supplied thereto.
 - (b) A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
- 1.15 Recycling – The City of Cassville requires optional (upon resident’s request) collection of recyclable materials from each of the Residential Units. Contractor shall provide a ninety (90) to a ninety-seven (97) gallon; constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors to all units requesting this service. Containers shall be place at curbside by 7:00 a.m. on the designated collection day. However, participation is not mandatory. The proponent must list the items in which they will accept as recyclable materials. All materials must be taken to a State Approved Recycle Facility:
- 1.16 Rubbish - All waste wood, wood products, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp, and other products such as are used for packaging, or wrapping crockery and glass, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste, or Stable Matter.
- 1.17 City – City of Cassville, Missouri.

2.00 **Definitions of items excluded**

- 2.01 Bulky Waste (excluded)– Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.

- 2.02 Construction Debris (excluded)– Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.
- 2.03 Excluded Waste (excluded)– Excluded Waste is all Bulky Waste, Construction Debris, Large Dead Animals, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.
- 2.04 Hazardous Waste (excluded)– Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 2.05 Dead Animals (excluded)– Animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use.
- 2.06 Offal Waste (excluded)– Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.07 Special Waste (excluded)– Special Waste is a form of Excluded Waste and is defined as non-hazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
- (a) waste iron from a commercial or industrial activity;
 - (b) waste generated by an industrial process or a pollution control process;
 - (c) waste which may contain free liquids;
 - (d) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
 - (e) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
 - (f) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”);

- (g) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations;
 - (h) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA;
 - (i) municipal or commercial solid waste that may have come into contact with any of the foregoing;
 - (j) filter cake sludge wastes from waste water treatment processes;
 - (k) wastes containing any regulated polychlorinated biphenyls; and,
 - (l) ash, sludge, dead animals, tires and powders.
- 2.08 Stable Matter (excluded)– All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.
- 2.09 Vegetable Waste (excluded)– Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.
- 2.10 Yard Waste (excluded)– Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks.
- 3.00 **Scope of Work**
The work under this contract consists of furnishing all supervision, labor, tools, equipment, materials, supplies, and services to perform all work and services necessary to satisfactorily collect all garbage, refuse, rubbish and recyclables from residential and collect all garbage, refuse, rubbish from commercial units/business, located within the City of Cassville, MO, transport same to approved disposal sites or locations, and perform all other work or services incidental to refuse collection and disposal services.
- 3.01 Type of Equipment - The type of equipment to be used in the collection of said trash, rubbish, refuse and garbage shall be all metal construction, completely enclosed with a packer-type refuse body of sufficient capacity and size to fill the needs of contractor in said collection.
- 3.02 Storms and Other Disasters - In case of a storm, flood, hurricane, or other disaster or other acts of God, the City shall grant the Contractor reasonable variance from regular schedules and routes. In case of a storm or other disaster or other acts of God where it is necessary for the Contractor to perform services beyond the scope of this contract, the Contractor and the City shall negotiate the amounts to be paid to the Contractor.

4.00 **Type of Collection**

4.01 Service Provided -

- (a) The Contractor shall provide curbside collection service for the collection of residential refuse to each individual residential unit one (1) time per week. The Contractor shall provide recycle collection service to each individual residential unit one (1) time per month. (Containers, bins and/or bags) shall be placed at curbside by 7:00 a.m. on the designated collection day. Contractor will provide Walkup service for disabled residents (all disabled residents must provide proof of disability to City)
- (b) The Contractor shall provide for the special collection from residential units for other than curbside collection or of bulky waste, construction debris, and stable matter. Residential Unit will call City of Cassville to notify of pick-up request, and City will notify Contractor with address of residential unit.
- (c) The Contractor shall provide container service for the collection of commercial refuse to each commercial/industrial unit/business. Contractor must provide all containers and must provide a minimum of (1) one day a week pickup but must be able to provide multiple days of pickup up to (5) five days a week, as specified by the commercial business. Commercial/Industrial unit/business requesting rolloff or compactor services may be provided service on an oncall basis.
- (d) The Contractor must provide commercial containers that are in good condition.
- (e) The Contractor shall provide once weekly pick-up (except where noted) for:
- One (1) 6 yard - 2 times a week pickup - City Hall
 - Seven (7) hand pick ups per week – Cassville Square
 - One (1) 4 yard 2 times a week pickup may – Sept. Weekly pick up Oct-April and thirteen (13) Carts weekly – Aquatic Park
 - Twenty Three (23) Carts – South Ball Park
 - One (1) 4 yard container and two (2) Carts - Waste Water Plant
 - One (1) 6 yard - Airport
 - One (1) 4 yard – Public Works
- as needed for disposal of Solid Waste. The above services will be provided at **No Charge** to the City of Cassville.
- (f) To cooperate with the City on all citywide cleanup campaigns. The contractor shall provide-Curbside-Citywide-Cleanup or one (1) bulk item per month cleanup curbside clean-up campaign shall be limited to two (2) full weeks; one (1) cleanup week shall be held in the Spring of each year and one (1) cleanup week shall be held in the Fall of each year. The City's residents shall be allowed, during the cleanup campaigns to place any bulk items which would be allowed in the sanitary

landfill or transfer station at the curb for pickup by Contractor on their normal pickup day. Or city may choose to allow bulk item pick up – whereas residents may place one (1) large item per month at the curb to be serviced with regular waste pick up in place of the two (2) curbside cleanups per year.

4.02 Location of Containers or Bags for Collection -

(a) Each container shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways (including alleys). Containers shall be placed as close to the roadway as practical without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers or bags shall be placed as close as practical to an access point for the collection vehicle. Contractor may decline to collect any container, bag, or bundle not so placed or any residential refuse not in a bag.

(b) For special collection provided by the Contractor pursuant to Section 4.01(b), the charges are to be negotiated between the Contractor and producer prior to collection. If agreement cannot be reached, the matter may be submitted to the City for determination of reasonable fee.

4.03 Access to Commercial Refuse Containers- The Contractor must have unobstructed access to commercial containers.

5.00 **Operation**

5.01 Hours of Operation - Collection of residential refuse shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Collection of commercial refuse shall not start before 6:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances or weather related circumstances.

5.02 Routes of Collection - Collection routes shall be established by the Contractor. The City Clerk must be provided with a map detailing the pickup days for the City. The Contractor may from time to time request a change in routes. Information regarding route changes must be provided four (4) weeks in advance of the changes and the Contractor must notify all affected customers.

5.03 Holidays - The following shall be holidays for purposes of this contract:

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

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holidays, but such decision in no manner relieves Contractor of its obligation to provide collection service at least once per week.

- 5.04 Complaints - All complaints shall be made directly to the City of Cassville, City Clerk, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse materials not collected within forty-eight (48) hours or two (2) business days after complaint is received.
- 5.05 Collection Equipment - The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity of the Contractor.
- 5.06 Office - The Contractor shall maintain a local and or toll free telephone service during the hours of 8:00 AM to 5:00 PM five days a week Monday through Friday for the receipt of calls from the City personnel.
- 5.07 Hauling - All refuse hauled by the Contractor shall be so contained, tied, or enclosed that leaking, spilling, or blowing are prevented.
- 5.08 Disposal - All refuse materials collected for disposal by the Contractor shall be hauled to a licensed disposal site. Disposal charge shall be included in the rate set forth in the proposal for each residential unit and commercial container serviced by the Contractor and shall include all surcharges, tipping, or other fees imposed by a local, state, or federal government.
- 5.09 Notification - The City shall notify all producers about complaint procedures, rates, regulations, and day(s) for scheduled refuse collection.
- 5.10 Point of Contact - All dealings, contacts, etc. between the Contractor and the City shall be directed to the Contractor: _____ and to the City of Cassville, City Clerk or when not available, City Administrator.
- 5.11 Reports - The Contractor shall provide the City with such reports and/or documents as may be required for documentation/submission to various regulatory boards or agencies.
- 5.12 Operations - All operations of the Contractor upon the premises of the City shall be confined to areas authorized by the City. No unauthorized or unwarranted entry, passage through, storage, or disposal of materials shall be made upon the City's privately owned premises. The Contractor shall conduct his operation so as to interfere as little as possible with the public use of roads, walks, and entrances to houses.

6.00 **Compliance with Laws**

The Contractor shall conduct operations under this contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject.

7.00 **Term**

The terms of this contract shall be determined by the City's governing body for five (5) years with an option to extend the contract for an additional five (5) year period thereafter.

8.00 **Effective Date**

This contract shall be effective upon the execution of the contract and performance of such contract shall begin on a date to be determined by the City's governing body, on or about January 1st, 2019.

9.00 **Nondiscrimination**

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

10.00 **Licenses and Taxes**

The Contractor shall obtain all required licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the City, County, or State.

11.00 **Insurance**

The Contractor shall at all times during the contract maintain in full force and effect the following types of insurance in at least the limits specified below by insurers reasonably acceptable to the Customer. Before commencement of work hereunder, the Contractor agrees to furnish the Customer certificates of insurance satisfactory to the Customer evidencing that such insurance has been procured and is in effect.

Workers' Compensation

Coverage A	Statutory
Coverage B – Employer's Liability	\$2,000,000 policy limit Bodily Injury by Disease
	\$ 2,000,000 each Bodily Injury by Accident
	\$ 2,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$ 3,000,000
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Coverage is to apply to all owned, non-owned, hired and leased vehicles

Commercial General Liability

Bodily Injury/Property Damage

\$3,000,000 each occurrence

Combined – Single Limit

\$3,000,000 general aggregate

\$3,000,000 products/completed operations aggregate

Upon City's request, Contractor shall furnish the City with a certificate of insurance, not policy copies, evidencing that such coverages are in effect. Such certificate: (i) shall also provide for 30 days prior written notice of only cancellation to the City; (ii) shall name the City as additional insured (and must be endorsed); and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of the City.

12.00 Basis and Method of Payment

12.01 Rates -

- (a) For collection and disposal services required pursuant to Section 4.01(a) (residential), the charges shall not exceed the rates as fixed by the contract documents, as adjusted in accordance with Section 14.02.
- (b) For special collection provided by the Contractor pursuant to Section 4.01(b) (special), charges are to be negotiated between the Contractor and producer prior to collection. If agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.
- (c) For collection and disposal services required pursuant to Section 4.01(c) (commercial), the charges shall not exceed the rates as fixed by the contract documents, as adjusted in accordance with Section 14.02.
- (d) Refuse collection charges provided by Section 14.01(a)-(e) shall be modified as set forth in the Contractor's approved rate schedule and modified by Section 14.02.

12.02 Modification to Rates -

Annual increases to be in effect as listed in rate table in the proposal. The Contractor may petition the City at any time for rate and price adjustments outside of the set increases as outlined in the Contractors proposal. On the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites; an increase in the number of residential units as set forth in paragraph 13 of the Instructions to Proponents, such as growth or annexation; and for other reasons.

12.03 City to Act as Collector for Residential Units - The City of Cassville shall submit statements to and collect from all residential units for services provided by the Contractor

pursuant to Section 4.01(a), The City shall retain five (5) percent per billed unit each month from the citizens for administrative costs.

12.02 Contractor to Act as Collector for Commercial & Industrial Units - The Contractor shall submit statements to and collect from all commercial businesses for services provided by the Contractor pursuant to Section 4.01(c). The Contractor shall invoice all Commercial customers one month in advance for collection services. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. Payments not made by the Commercial customer on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). Contractor shall submit three percent (3%) franchise fee to city for all commercial billings received. Contractor to remit payment within 90 days of receiving payment from commercial and industrial customers

12.05 Delinquent and Closed Accounts - The Contractor shall discontinue refuse collection service to any residential unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities, or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

12.05 Contractor Payment - The City shall pay the Contractor for service rendered to the City following the City Council meeting of that month according to the corresponding utility billing month. The City collects for water / sewer / trash based on usage. Residents have until the 15th of the next month to pay. Disconnects are mailed on the 16th and shut off and payment are received by the 30th of the month which will make the payment for trash services two months following the contractor performing the service. Such payment shall be based on the rates and schedule set forth in the contract documents. The City will submit payment based on the collected amounts. The City will follow their collection procedures, when an account is determined to be bad debt the city will deduct the amount of uncollected payments for trash collection, from the total amount paid to the contractor in the previous month.

13.00 Transferability of Contract

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

14.00 Contract

The Contractor shall have the franchise, license, and privilege to provide refuse collection, removal, and disposal services from residential units and commercial/industrial units/business within the corporate limits of the respective City.

15.00 Ownership

Title to refuse that Contractor has agreed to accept shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a container, or removed by Contractor from the residential unit, whichever last occurs.

16.00 Attorneys' Fees

Should the Contractor default in any part of this contract and it becomes necessary to engage an attorney to obtain compliance with this contract and/or file necessary legal action to enforce provisions of the contract or sue for liability arising incident to this contract, the Contractor agrees to pay to the City its reasonable attorneys' fees associated with such action.

17.00 Severability

If any one or more provisions of this contract shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this contract shall not be affected thereby.

18.00 Waiver

The failure of either party at any time to require performance by the other of any provision of this contract shall in no way affect that party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of this contract be taken or held to be a waiver of any further breach of the same provision or any other provision.

19.00 Headings

All headings and captions used in this contract are for convenience of reference only and shall not affect the interpretation of this contract.

CONTRACT

THIS CONTRACT, is made and entered into this _____ day of _____, 20____, by and between the City of Cassville, Missouri, (hereinafter called the "City"), and _____ (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the Contractor did on the _____ day of _____, 20____, submit a proposal to provide City Recycling and Solid Waste Collection and Disposal within the City and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the franchise, license, and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide City Recycling and Solid Waste Collection and Disposal services as specified and to perform all work called for and described in the contract documents.
2. The contract documents shall include the following documents, and this contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this contract:
 - (a) The Request for Proposals.
 - (b) The Instructions to Proponents.
 - (c) The Contractor's Proposal.
 - (d) The General Specifications.
 - (e) The approval of the City ordering or authorizing the work and services Contemplated herein.
 - (f) This Instrument.
 - (g) Price Matrix for Residential & Commercial Services- See Attachment
 - (h) Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the contract documents shall be strictly complied with and conformed to by the Contractor. No amendment to this contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the contract documents

except as specifically provided for in such amendment.

4. This contract is entered into subject to the following conditions:

(a) The Contractor shall procure and keep in full force and effect throughout the term of this contract all of the insurance policies specified in, and required by, the contract documents.

(b) Neither the Contractor nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God, or other similar or different contingency beyond the reasonable control of the Contractor or City.

(c) In the event that any provision or portion thereof of any contract document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or enforceability of any other provision or portion of the contract documents.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agent, hereto affix our signatures and seals at City of Cassville, Missouri, on this _____ day of _____, 20_____.

City of Cassville, Missouri

Contractor

By _____
Steve Walensky, City Administrator

Company Name Printed

Approved By

Contractor Signature

Contractor Printed Name

ATTEST:

ATTEST:

Jennifer Evans, City Clerk

G - CONTRACTOR PROPOSAL FORM

Company Name: _____

Company Address: _____

City/State/Zip: _____

Residential Rates

Residential Cart (contractor provided 95 Gal or 65 gallon) one time a week and recycling pickup (contractor provided 95 Gal.) one time a month
\$ _____

Additional Trash or Recycle Carts \$ _____

Commercial Rates

Container Size	1xwk	2xwk	3xwk	4xwk	5xwk
Comm. Cart					
2 YARD					
3 YARD					
4 YARD					
6 YARD					
8 YARD					

Industrial / Construction Roll off Rates 30 yard , 40 yard :
Delivery \$ _____ Haul \$ _____ Disposal per Ton \$ _____

ANNUAL PRICE INCREASE DETAILS:

AUTHORIZED SIGNATURE:

Date/_____