



City of Normandy, Missouri
Request for Proposals (RFP)
Single Family Solid-Waste Provider
Submission Due: 5/22/2024

1. INVITATION FOR BIDS

- 1.1. The City of Normandy (hereinafter referred to as “City”) is seeking bids for qualified solid waste collection Contractors (hereinafter referred to as “Contractor”) for solid waste collection services including collection and disposal of municipal and single-family residential solid waste, recycling, yard waste/composting, bulk and specialty items. Waste Management and Republic Services are the current Contractors for the City's solid waste services, with both contracts expiring on December 6th, 2024.
- 1.2. This Invitation for Bid is for the “Single-Family and Municipal Solid Waste Management” for the period of 12/7/24 to 12/31/2027. At the agreement of both parties, this contract may be renewed for two additional one-year periods; on terms agreeable to both parties.
- 1.3. Bid packages are available on April 12, 2024, for download at www.cityofnormandy.gov.
- 1.4. Contractors may submit sealed bids until 3:00 p.m. local time, May 22nd, 2024. The bids will be publicly opened and read aloud immediately following, in the City Hall Council Chamber, 7700 Natural Bridge Road, Normandy, MO 63121.
- 1.5. The bid envelope shall be securely sealed and clearly marked as follows “Single-Family and Municipal Solid Waste Management” with the name of the bidder and the date and time of the bid opening. Sealed bids should be submitted to:

City of Normandy
Attn: Samuel Johnson.
7700 Natural Bridge Road Normandy, Missouri 63121
- 1.6. A pre-bid meeting beginning on April 30, 2024, at 2:00 PM local time in City Hall Council Chambers, 7700 Natural Bridge Road, MO 63121. Prior to the pre-bid meeting, all prospective bidders shall review the information included in the bid packet and complete site visits of service areas. The purpose of this meeting is to clarify the requirements of the City with regard to the services to be provided and answer questions from prospective bidders.
- 1.7. Inquiries / Questions -- Bidders shall promptly notify the City of any ambiguity, inconsistency, or error that they may discover upon examination of the bidding documents. All inquiries related to this Invitation for Bid shall be directed, via email, to the City Administrator, Samuel Johnson., at sjohnson@cityofnormandy.gov; or raised during the pre-bid meeting on April 30, 2024, at 2:00 PM local time, at the latest.
- 1.8. All changes in specifications or contract requirements will be by written addendum only. An addenda will be sent to those that attend the pre-bid meeting. No addenda will be issued later than seven (7) calendar days prior to the date for receipt of bids, except an addendum withdrawing the request for bids or one that includes postponement of the date for receipt of bids. Prior to submitting the bid, each bidder shall ascertain from the City that they have received all addenda issued and shall acknowledge receipt of all such addenda in the bid documents.
- 1.9. Any services for Single-Family Properties (defined as 2 or less units per building) shall be paid directly by the Single-Family Property owner(s) (or designated representative) to the Contractor. The Contractor shall be responsible for the establishment of accounts for all Single-Family

Properties (2 or less units per building) and quarterly billing for such properties. Billing to Single-Family Properties shall be quarterly with an option for autopay.

- 1.10.** City services (City containers and events) shall be complementary and provided at no fee to the City.
- 1.11.** Any bidder may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of bids.
- 1.12.** Each bidder shall carefully examine this Invitation for Bids, shall visit service areas, and fully inform themselves of all conditions affecting the work and the cost thereof, and shall be presumed to have done so; and their bid shall be based upon their own conclusions from such examination.
- 1.13.** The City reserves the right to waive any irregularities, accept or reject any and all bids, or hold all bids for up to ninety (90) days.

2. INSTRUCTIONS TO BIDDERS

- 2.1. Each bid shall be made on the attached bid forms, 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, email address, and telephone number must be stated.
- 2.2. Each bidder shall, on a separate sheet, provide a statement of the bidder's financial condition and a list of the equipment the bidder will commit for use to fulfill the provisions of these specifications. Included in the list will be the model, year, and type of equipment.
- 2.3. Each bidder shall complete and submit the attached non-collusion agreement.
- 2.4. Each bidder shall provide a list of references of all St. Louis Metropolitan Area municipal contracts for solid waste collections within the last five years in Appendix A.
- 2.5. Each Bidder shall provide in Appendix B, a description of your proposed Solid Waste, Yard Waste / Compostable Material, and/or Recyclable collection operation.
- 2.6. Each bidder shall submit acceptable items lists for recycling and yard waste/compost.
- 2.7. Contractor shall submit a list of vehicle types currently deployed in the St. Louis Metropolitan Area with their submittal.
- 2.8. Each bidder shall submit a comprehensive list of all landfills and yard waste / compostable material offload sites to be utilized; and contingency plans in the event such landfills and yard waste / compostable material offload sites shall be closed. Along with the list, the bidder shall submit a commitment from the landfills and yard waste / compostable material offload sites that sufficient capacity exists for the disposal of the City's solid waste for the next three years. All landfills and yard sites used by haulers must be approved and/or permitted by the applicable federal, state, and local authorities. Recyclables must be taken directly to a licensed recycling facility.
- 2.9. The City 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 request. The City reserves the right to reject any bid if the evidence submitted by, or other investigation of, the bidder fails to satisfy the City that the bidder has the proper qualifications to perform the work in accordance with the Specifications and Contract.
- 2.10. It is the intent of the City to award the City-Contractor Agreement to the most advantageous bidder with proper qualifications; provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. However, the City reserves the right to accept the bid or bids which, in the City's judgment, are in the best interest of and most advantageous to the City. The City reserves the right to waive irregularities, reject any or all bids, or hold bids for up to ninety (90) days and to award the bid in the best interest of the City. The City shall have the right to 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.

- 2.11.** The City shall have the right to accept alternates in any order or combination, and to determine the most advantageous bidder with proper qualifications on the basis of the sum of the base bid and the alternates accepted.
- 2.12.** Each bid must be accompanied by a security deposit of \$100,000 in the form of a certified check, a cashier's check, or a bid bond payable to the City of Normandy. All such bid bonds or checks will be returned to the respective unsuccessful bidders within one hundred and twenty (120) days after the bids are opened. The bid security of the successful bidder will be returned to the bidder without interest when the City-Contractor Agreement is executed and a satisfactory performance bond is delivered to the City of Normandy.
- 2.13.** The contractor shall furnish to the City a performance bond or an escrow in lieu of a performance bond acceptable to the City in the sum equivalent to twenty (20%) percent of the contract price for one (1) year with sureties approved by the City indemnifying the City against the contractor's failure or inability to comply with the terms of the City-Contractor Agreement or the provisions of these specifications. Should the successful bidder fail or refuse to execute the performance bond and the City-Contractor Agreement required within ten (10) days after he has received notice of acceptance of his bid, he shall forfeit to the City of Normandy the security deposited with his bid as liquidated damages for such failure or refusal.
- 2.14.** The City desires to maintain the existing collection route and schedule, however, a bidder may submit an alternate proposal for consideration with the bid submittal.
- 2.15.** The City will consider any "Value-Add" items the Contractor wishes to propose during the evaluation of the bids. Value-Add items may include sustainable or innovative practices that provide added benefits to the public, or opportunities for further reduction of cost. For example, value add items could include cost reductions for low recycling contamination rates or discounts for auto-pay customers.

3. SPECIFICATIONS

The Contractor will be required to obtain all licenses and permits and comply with all Federal, State, County, and City of Normandy Ordinances, and the following specifications.

3.1. Definitions

Whenever the terms below are used in these specifications, it shall be construed as follows:

3.1.1. Single-Family Properties

Those properties used predominantly for the purpose of maintaining a household unit(s). This includes single-family and two-family structures. Buildings with three (3) units or more, commercial, or industrial use properties are excluded from this definition.

3.1.2. Trash/Solid Waste

All useless, rejected, and cast off matter, except as herein provided, which is produced by or accumulated in households, including packaging, hardcover books, tinware and other metallic items and materials, glassware, crockery, dishes and parts of furniture, fixtures and other household equipment of such weight (60 pounds or less), dimension, size and shape that they can be handled by one person, semi-solid and solid waste derived from and during the procurement, storage, processing, cooking, or 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 does not include dead animals or animal parts or, all other household hazardous waste such as wet paint, pesticides, strong cleaning agents, tires, auto batteries, and combustibles of any kind. 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 wasted or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structure, walls roofs, roads streets, walks or other facilities and such items of rubbish whose weight, size dimension, and shape require more than one person for removal; provide, however, that debris resulting from remodeling, repair or reconstruction of any building may be removed if properly placed in acceptable containers not heavier than 60 pounds.

3.1.3. Recyclables

“Single stream material” shall mean recyclable materials commingled in recycling containers. A list of recyclables shall be submitted by the contractor with the RFP submittal. The contractor is to provide a 30-day notice for any changes to the recyclables list (additional education materials may be required, see sections on advertisements/brochures/stick-on labels).

3.1.4. Yard waste

Means grass clippings, leaves, vines, hedges and shrub trimmings, tree trimmings, and tree limbs. Yard waste does not include sod, dirt, or rocks. Yard waste must fit in lidded trash cans or biodegradable paper bags. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 4 feet in length and 2 feet in diameter).

3.2. General Provisions

The result of this proposal will be the retention of the successful firm as the City's residential solid waste collector for a maximum period of five (5) years starting December 7th, 2024, and ending December 31, 2029.

The contract period will begin December 7th, 2024. Upon completion of the first three years of the contract, the contract period may be extended, at the discretion of both the City and the Contractor, for up to two (2) additional terms of one (1) year each. The two (2) additional terms of one (1) year each shall be called the Option Period. The City or the Contractor must provide 180 days written notice to the other party if not extending the one (1) year terms during the Option Period.

Taxes – The Contractor shall pay all Federal, State, and Local taxes that may be chargeable against the performance of the work.

Permits – The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this contract. Contractor shall also pay all fees associated with permits and licenses required for the work to be performed.

Personal Liability of Public Officials – Neither the Mayor, City Council, City Administrator nor any of its assistants or employees nor any other agent of the City shall be personally responsible for any liability arising or growing out of the contract or operations of the Contractor under the terms of this contract.

City Not Liable for Delays – It is further expressly agreed that in no event shall the City be liable for or responsible to the Contractor, subcontractor, or any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

Indemnification of the City Against Liability – The Contractor agrees to indemnify and save harmless the City of Normandy, its officers, agents, and employees hereinafter referred to as the City, from all suits, including attorneys' fees and cost of litigation, actions, loss, damages expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this contract, or on account of any act, claim or amount arising or recovered under worker's compensation law, or arising out of the failure of the Contractor or those acting under the Contractor to conform to any statutes, ordinances regulations, law or court decree. It is the intent of the parties to this contract that the City shall, in all instances, except for loss or damage resulting from the sole negligence of the City, be indemnified against all liability loss or damage of any nature whatever for or on account of any injuries or death of person or damages to or destruction of property belonging to any person arising, out of or in any way connected with the performance of this contract, regardless of whether or not the liability, loss or damage is caused by, or alleged to be caused in part by the negligence, gross negligence or fault of the City. This Contractor indemnity shall be interpreted to require the Contractor to indemnify for loss or damage caused by the City's negligence or fault so long as the City's negligence, gross negligence, or fault was not the sole cause of the injury. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this contract of indemnity applies.

Governing Law and Venue – Any contract awarded shall be governed by and construed in accordance with the laws of the State of Missouri and all claims and causes of action shall be brought exclusively in the Circuit Court for the County of St. Louis, Missouri.

Compliance with Applicable Laws – the Contractor shall always during the term of any awarded contract maintain compliance with all Federal, State, and local laws.

Contractor Representations – Contractor represents and warrants as to the Contractor’s legal status, authorization to do business in the State of Missouri, and the Contractor’s ability and means to fulfill the contractual requirements and any other appropriate representations.

Consistency of Terms – In the event of any discrepancy or inconsistency between the terms of this Invitation to Bid, the Contractor’s submitted bid documents, and the awarded contract, if any, the terms of the awarded contract shall control, and the incorporation of any inconsistent terms from the Invitation to Bid or Contractor’s submitted bid documents shall not be deemed to be a modification of the awarded contract.

3.3. Special Provisions

Modification – If a change in specifications is required by the City, or by Federal, State, or Local regulation or legislation, which materially differs from those indicated in the contract and would cause an increase in the Contractor’s proposal cost of accomplishing the work, new unit proposal prices or a lump sum cost may be negotiated.

Claims – Contractor shall pay all just claims due for the payment of all Contractor’s employees for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material and equipment rental which is actually used or rented in the performance of this contract. Contractor shall furnish, upon request by the City, satisfactory evidence that all of said persons have been fully paid.

Program Indoctrination –The Contractor shall be expected to cooperate with the City and its citizens in carrying out the basic task of collection of all residential solid waste from designated dwelling units. The Contractor shall make every reasonable effort to serve the customers regardless of errors in customer solid waste preparation. The Contractor shall notify the City of the customer’s repeated or gross mistakes. The City shall also make personal contact with violators as the need arises or as requested by the Contractor.

Accidents – Although the Contractor shall retain full responsibility for all claims of damage to private property caused by the Contractor or its employees, the City may require a written explanation of the circumstances, results of any investigation, and disposition of claim. The Contractor shall notify the citizen within ten (10) working days in writing of the disposition of the claim. If the Contractor assumes responsibility for the damages, the notification shall include a date by which the remedial action shall be completed. If the Contractor denies responsibility for the damages, the written notification must include options available to the citizen to appeal the decision. These options may be internal appeals within the company or external legal remedies.

3.4. Personnel

Employee Behavior – All persons employed by the Contractor shall be competent, skilled, and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude toward the public at all times. At no time shall they solicit, request, or receive gratuities of any kind. The Contractor shall direct employees to avoid loud and/or profane language at all times during performance of duties. Any employee of the Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous, shall be subject to disciplinary action by the

Contractor.

Training of Employees – All employees used in the field, including drivers and helpers, shall be fully qualified and thoroughly instructed by their supervisors as to their duties, and methods of performing them and shall receive adequate training before their starting date of service under this Contract. Instruction shall include indoctrination on the specific routes to which they shall be assigned.

The Contractor shall assume full responsibility for any and all damages claims for damages, for injury to person, property, and equipment which might result from any services performed under this contract/agreement.

There will be no scavenging by the contractor or his authorized personnel.

Authorized Employees: Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants and shall sign an affidavit affirming that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work, that its employees are lawfully eligible to work in the United States, and that the Contractor is enrolled and participates in a federal work authorization program.

Employees of the Contractor, its affiliates, and subcontractors shall be considered independent contractors of the City and not employees of the City. Injuries directly resulting from negligent acts or omissions by employees of the Contractors, its affiliates, or its subcontractors arising out of the operation of any motor vehicles or motorized vehicles within the course of the performance of any awarded contract shall not be construed or deemed to be acts or omissions of public employees.

3.5. Collection Routes and Schedule

The Contractor shall propose a collections schedule and collections routes for pick-up which must be approved by the City. Subsequent to the contract award, the collection schedule and collection routes shall not be changed without the written approval of the City Administrator nor until written notice of such change is provided to all households.

3.5.1. Collection Times

No collections shall be made before 7:00 am or after 5:00 PM, except for collections at City-owned facilities, where collection may occur between 5:30 AM to 6:30 PM. No collections shall be made from any type of premises on Sundays. The only pick-ups allowed on Saturdays are collections at City-owned facilities, missed pick-ups, and holiday weeks, as described below.

3.5.2. Holiday Schedule

No collections shall be required on the following annual legal holidays: New Year's Day (January 1), Memorial Day (the last Monday of May), Independence Day (July 4), Labor Day (the first Monday of September), Thanksgiving (the fourth Thursday of November) and Christmas Day (December 25). The scheduled collections that would fall on a holiday will be collected by the Contractor on the next day, and the entire week's residential collection schedule will occur one day later in the week than the normal pick-up schedule as necessary.

3.6. Collection Vehicles

The Contractor shall furnish the necessary vehicles for the collection of solid waste, yard waste / compostable material, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage and conceal said contents from view; vehicles shall be kept covered or closed at all times

except when being loaded or unloaded.

Contractor shall provide a list of vehicle types currently deployed in the St. Louis Metropolitan area.

3.7. Cleanliness

In the handling and collection of solid waste, yard waste / compostable material, and recyclables, the Contractor and its employees shall ensure the solid waste, yard waste / compostable material, and recyclables, do not become scattered on any public or private place, regardless of the weather conditions; and upon collection, leave the premises in a neat and clean condition. The Contractor agrees to replace any receptacle, can, or lid damaged by its employees. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck within the City limits. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the City right-of-way.

3.8. Citizen Inquiry System

Contractor shall be required to have a system that can receive, track, and respond to customer inquiries; and be responsible for receiving and responding to citizen inquiries, per the performance standards included in the contract.

3.9. Customer Service Center

The Contractor will operate and maintain a Customer Service Center (CSC) to the following minimum standards: 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; and 8:00 a.m. and 12:00 p.m. on Saturday.

3.10. Customer Service Standards

The Contractor shall follow up on all complaints by either electronic communication, voicemail, or by speaking with each complainant (or other responsible representative of the complainant); to ensure that the complaint has been resolved to the satisfaction of the complainant. Contractor shall promptly follow up on all complaints received using the contact method preferred by the resident (email, phone, etc.). The contractor shall maintain a daily log of all complaints received and the time that the complaint was abated; furthermore, the contractor shall provide a monthly report to the City, which will include copies of the daily reports for the prior month.

3.11. Fines

Contractor will be subject to a fine of fifty dollars (\$50) as liquidated damages for each documented instance it fails to comply with the provisions of these Specifications and the provisions of the City-Contractor Agreement, including but not limited to:

- Each complaint (including missed pickup) is not resolved prior to 5:00 PM on the day following receipt of the complaint and the City, at its sole discretion, resolves the complaint using City personnel and equipment or a third party, the Contractor will be subject to a fine of \$50.00 per complaint. In cases where complaints involve more than one household, each household shall be considered a separate complaint for the purpose of this section.
- Each missed City-owned waste receptacle.

3.12. Publicity

The Contractor shall provide adequate publicity to all Single-Family Properties within the City of Normandy as to the changeover of collection service prior to the initiation of said service. This publicity shall include at least one mailing to each Single-Family Properties within the corporate limits of the City of Normandy indicating the date of change-over, the day of collection for each type of collections,

what items are collected and how they are to be stored, and the telephone number and electronic contact information of the contractor's office where questions or complaints can be handled. Such publicity shall be approved by the City Administrator, prior to distribution or publication.

3.13. Brochures

The Contractor shall either provide, by electronic or print distribution, to each Single-Family Property in the City, a "City of Normandy Resident's Guide to Trash Collection" brochure; giving instructions about the collection program and providing educational material concerning the collection of solid waste, yard waste / compostable and recyclable materials, and providing a pick-up calendar for the following contract year. The brochures / guides shall be approved by the City Administrator, prior to publication or distribution. Distribution of the brochures will be required at least one month prior to the beginning of the Contract and with any substantial change to the collection process, as determined by the City Administrator.

3.14. Performance Bond

The contractor shall furnish to the City a performance bond or an escrow in lieu of a performance bond acceptable to the City in the sum equivalent to twenty (20%) percent of the contract price for one (1) year with sureties approved by the City indemnifying the City against the contractor's failure or inability to comply with the terms of the City- Contractor Agreement or the provisions of these specifications. Should the successful bidder fail or refuse to execute the performance bond and the City-Contractor Agreement required within the ten (10) days after he has received notice of acceptance of his bid, he shall forfeit to the City of Normandy the security deposited with his bid as liquidated damages for such failure or refusal.

4. Description of Services

4.1. Establishment of Service

The contractor shall be responsible for establishing individual service accounts with each Single-Family Property for billing purposes. The contractor shall identify the owner or group responsible for managing a Single-Family Property's solid waste service and establishing service and billing with the Contractor. The Contractor is to begin this process no later than Nov 1st, 2024 and report on the % of established accounts on the first of each month until effort is complete. As part of this process the Contractor shall collect available email addresses from Single-Family Properties and notify customers they will be used for communications from the Contractor and City for both Waste Collection and general information purposes.

4.2. Billing

The Contractor shall be responsible for quarterly billing of Single-Family Properties. An autopay option shall be offered.

Responsibility for the collection of all charges from household units within the City shall rest with the Contractor and not with the City.

Should a resident require greater service than specified under the contract, such service, and the charges, therefore, shall be a matter of private contract between the household unit and the Contractor and the Contractor shall have responsibility to collect payment thereof.

The Contractor shall bid a monthly charge for each of the three years of the contract and two years of optional extensions. The set fee shall be billed by the Contractor to the responsible party for each household unit within the City limits. The Contractor is advised that the set fees include all costs and charges, and no pass-through or additional charges will be allowed (with the exception of additionally added services by the property owner).

4.3. Audit of Single-Family Properties

The Contractor shall complete a unit audit for Single-Family Properties at the beginning of each contract year and present this information to the City. This audit should contain updated unit counts and contact information as provided in the Establishment of Service section above. Adjustments will also be made for units which are demolished during the contract year.

The City estimates that at the time of preparation of these specifications it has approximately 1,150 Single-Family Property units subject to the contract.

4.4. Insurance

The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage, or cause of action which may be sustained by or asserted against the City, directly or indirectly or in any manner arising out of the performance or failure of performance on the part of the Contractor and shall also cover each vehicle used in the work covered by this agreement. The limits of such liability insurance shall not be less than those limits specified in Chapter 537.610.1 of the Revised Statutes of Missouri, as amended annually. 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 City of Normandy 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 City 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 thirty (30) days prior written notice having been given to the City. All certificates of insurance other than Worker's Compensation shall specifically list the City of Normandy as an additional insured with respect to the policies related to Specifications and City-Contractor Agreement.

Nothing in any awarded contract, including but not limited to any insurance requirements set forth herein, shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

4.5. Base Bid Item #1 - Single Family Residential Services

The following items are included with Base Bid Item #1. These services are included with collection and shall not be billed separately.

4.5.1. Solid Waste, Recycling, and Yard Waste Pick-up

The Contractor shall provide for the collection, removal and disposal of solid waste, recyclables, and yard waste from all Single-Family Properties within the corporate limits of the City of Normandy. There shall be at least one collection per week for solid waste, yard waste, and recyclables from the premises. All solid waste, yard waste / compostable material, and recyclables collected shall be immediately removed by the Contractor from the City of Normandy. Co-mingling of solid waste, yard waste/compostable material, and recyclables will not be allowed. The purpose of this bid item is to establish costs for all potential service and containers for each year of the contract. All "Base Bid" items shall be billed directly to the resident.

4.5.2. Valet Service for Elderly and Disabled

The Contractor will be required to provide valet service to those residents who have presented proof to the City of a disability and do not live with an able-bodied occupant. Those receiving valet services must have their Contractor owned container in their driveway visible from the street to receive valet services. The City currently has 8 dwellings enrolled in this service with the current single-family solid waste provider.

4.5.3. Oops Tag Program

The Contractor shall perform spot inspections of roll away carts or resident provided containers (excludes dumpsters) and utilize an "Oops" tag system to notify Single-Family Properties of contaminated recycling. Tags to include specific feedback to prevent contamination. Cart will not be emptied when an Oops is issued until issue contamination is resolved.

4.6. Base Bid Item #2 – Monthly Special Single-Family Services

Contractor shall provide each special pick-up type listed below at least once monthly at a designated time. These monthly pick-ups shall be billed to all residents subject to Single Family Residential Services.

4.6.1. Base Bid Item #2A – Appliances: shall be defined as major appliances and any other items that can't be disposed of in landfills, not including hazardous waste.

4.6.2. Base Bid Item #2B - Furniture: shall be defined as bookshelves, desks, sofas, chairs, etc. that can be handled by two people.

4.7. Base Bid Item #3 - Container Rental for Single-Family Service

Contractor shall have the option to provide each dwelling their own containers or allow dwelling to continue use Containers they currently have (such as City of Normandy branded solid waste containers). If the Contractor exercises the option for to provide their own Containers, they shall provide for the delivery and use of at least 1 Solid Waste Container and 1 Recycling Container at the beginning of the service period of the contract at no direct cost to the customer or to the City of Normandy. Additionally, if the Contractor exercises the option to provide their own Containers, the Contractor shall provide for the removal disposal of all Solid Waste Containers that are branded with the City of Normandy logo. Contractor may bill dwellings directly for additional Containers or replacement of lost, stolen, or broken Containers.

4.8. Base Bid Item #4 – Miscellaneous Fees and Charges

Contractor shall disclose all miscellaneous fees and charge that may be charged to customers over the course of the contract, including put not limited to late payment fees, reactivation fees, and container exchange fees.

4.9. Courtesy Item #5 - City-Sponsored Special Events - Unspecified

The Contractor shall provide solid waste and recyclable collection services for City sponsored events. Time and schedule is at the direction of the Director of Public Works; Contractor will be notified not later than six weeks prior to the event.

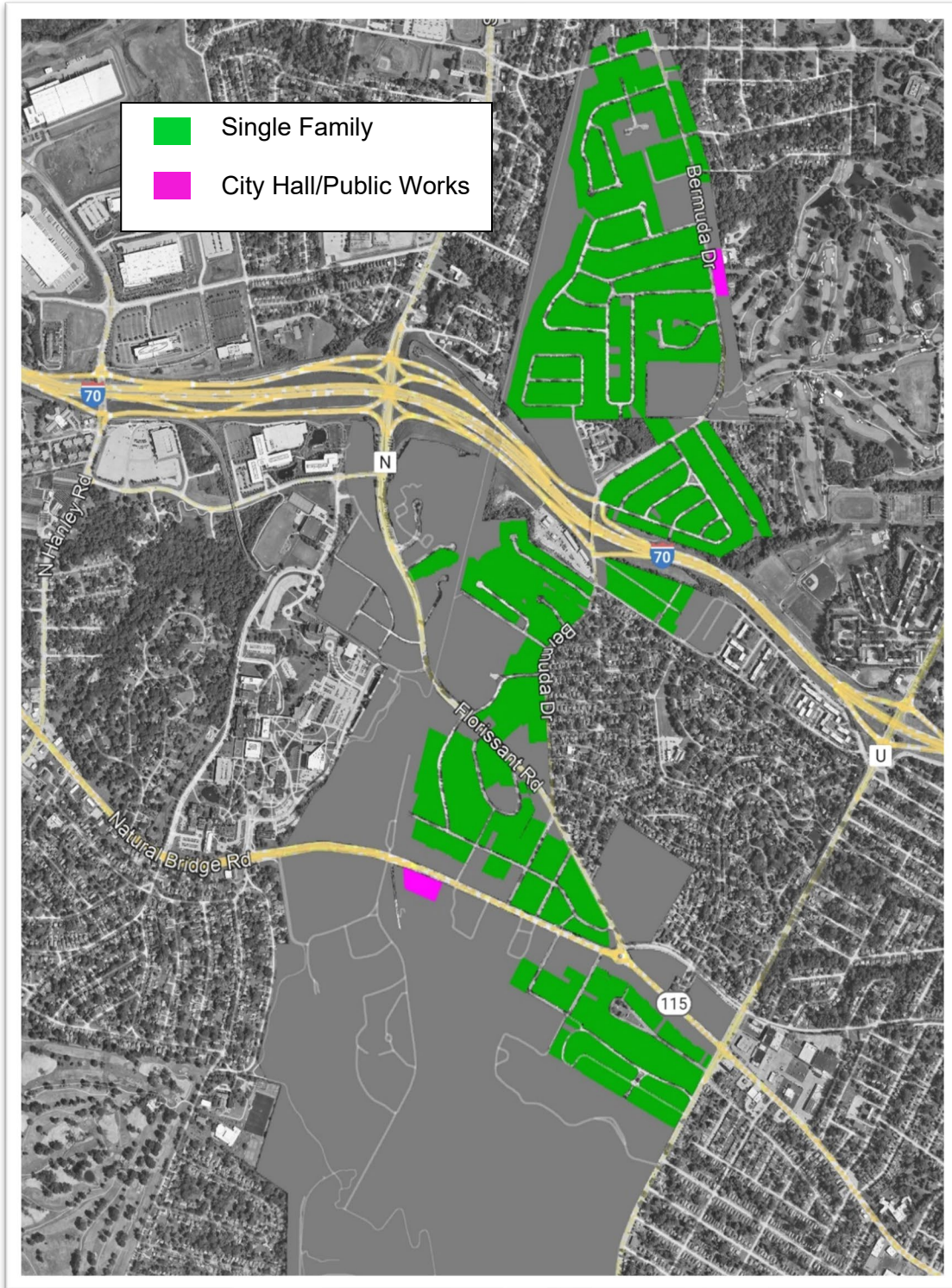
4.10. Courtesy Item #6 - City Owned Facilities and Public Waste Receptacles

The Contractor shall provide solid waste, yard waste / compostable material, and recyclable collection services to all City owned facilities at no additional cost to the City. The location for pickup are as follows:

Site Name	Address	Container Size	Container #	Schedule*
Normandy City Hall	7700 Natural Bridge Road, Normandy, MO 63121	4CY	1	1x Week
Normandy Public Works	5800 Bermuda Road, Normandy, MO 63121	8CY	1	2x Week (Tu & Th)

Map For Reference

The map below is provided as a courtesy to bidders in order to indicate which general areas (highlighted in green) within the city limits of Normandy are subject to this RFP at the time of bidding. This map is in no way guaranteed to be accurate. This map does not indicate if specific parcels or properties are subject to this RFP. Bidders should rely on their own research and information in preparing bids for this RFP.



Source:
St. Louis
County
Assessor

5. BID FORM

BID TIME _____

BID DATE _____

TO: THE CITY OF NORMANDY

The bidder declares that they have had an opportunity to examine the site of the work and they have examined the Bid Documents (defined as the Instructions to Bidders, Specifications, and Description of Services) therefore, and that he has prepared their proposal upon the basis thereof, having carefully examined the site and having read and understood all the Bid Documents, including Addenda, and being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment, and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

(Signature)

(Print Name)

(Seal)

(Company Name)

(Address)

(Telephone Number)

ITEMIZED BIDS

Base Bid Item #1 – Single-Family Residential Services

In the spaces below please indicate a dollar amount for a rate of monthly service, as described in Base Bid Item #1, that would be billed to each Single-Family Dwelling under the Contract. This monthly amount should account for all services that shall not have direct cost under the Description of Services outlined in the Bid Documents, including Courtesy Items #4 and #5.

Weekly Solid Waste, Recycling, Yard Waste Collection

Year 1 (Dec 2024 – Dec 2025) - _____ Monthly per dwelling

Year 2 (Jan 2026 – Dec 2026) - _____ Monthly

Year 3 (Jan 2027 – Dec 2027) - _____ Monthly

Year 4 Mutual Extension (Jan 2028 – Dec 2028) - _____ Monthly

Year 5 Mutual Extension (Jan 2029 – Dec 2029) - _____ Monthly

Base Bid Item #2 – Special Single – Family Residential Services

In the spaces below please indicate the cost, to be billed directly to customers, of all special services as listed in Base Bid Item #2.

Appliance Collection and Disposal Designated Monthly Pick-up

Year 1 (Dec 2024 – Dec 2025) - _____ Monthly

Year 2 (Jan 2026 – Dec 2026) - _____ Monthly

Year 3 (Jan 2027 – Dec 2027) - _____ Monthly

Year 4 Mutual Extension (Jan 2028 – Dec 2028) - _____ Monthly

Year 5 Mutual Extension (Jan 2029 – Dec 2029) - _____ Monthly

Furniture Collection and Disposal Designated Monthly Pick-up

Year 1 (Dec 2024 – Dec 2025) - _____ Monthly

Year 2 (Jan 2026 – Dec 2026) - _____ Monthly

Year 3 (Jan 2027 – Dec 2027) - _____ Monthly

Year 4 Mutual Extension (Jan 2028 – Dec 2028) - _____ Monthly

Year 5 Mutual Extension (Jan 2029 – Dec 2029) - _____ Monthly

Base Bid Item #3 – Containers

Please attach a letter explaining bidder’s plan for use or replacement regarding solid waste and recycling containers for the start of the service period. Please also indicate prices for the following services relating to containers:

Additional Solid Waste and/or Recycling Cart per unit (Monthly Price)

Year 1 (Dec 2024 – Dec 2025) – Solid-Waste _____ Recycling _____

Year 2 (Jan 2026 – Dec 2026) - Solid-Waste _____ Recycling _____

Year 3 (Jan 2027 – Dec 2027) - Solid-Waste _____ Recycling _____

Year 4 Extension (Jan 2028 – Dec 2028) - Solid-Waste _____ Recycling _____

Year 5 Extension (Jan 2029 – Dec 2029) - Solid-Waste _____ Recycling _____

Base Bid Item #4 – Miscellaneous Fees and Charges

Late Fees: _____

Bad Debt Collection/Reactivation Fees: _____

Container Exchange/Replacement Fees: _____

Other (please specify): _____

Other (please specify): _____

Value-Add Items

The City will consider any “Value-Add” items the Contractor wishes to propose during evaluation of the bids. Value-Add items may include sustainable or innovative practices that provide added benefits to the public, or opportunities for further reduction of cost. For example, value add items could include cost reductions for low recycling contamination rates, discounts for auto-pay customers, or the utilization of electric vehicles.

Does the Contractor propose any Value-Add items? _____

If yes, please attach a sheet clearly identified as such to the bid submittal.

(Signature) (Date)

Printed Name / Title

Company Name

Telephone #

Address

Fax #

City, State and Zip Code

E-mail address

Appendix A – Previous Experience and Performance References

Bidder's Company Name: _____

Instructions: Complete this form for each of three (3) references for the bid proposal. Experience must be relevant to the activities described in this document.

PERFORMANCE REFERENCES AND PROJECT SUMMARIES:

Topic/Project Title: _____

Performance Reference: _____ Phone Number: _____

(Name/Title) Indicate if Your Company Was:

_____ Primary Contractor Total Project Cost (\$): _____

_____ Subcontractor Your Company's Portion (\$): _____

Client (Company Name): _____

Street Address: _____

City/State/Zip Code: _____

Phone Number: _____ FAX Number: _____

Program Location: _____

Program Date: _____ Number of Persons Impacted: _____

List Key Company Personnel Involved in Project, and Their Role in the Project:

Program Summary (including length of contract, current status, program results, etc.):

Appendix B – 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 anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted 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:

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____. Seal of Notary

Notary Public

Appendix C - Contractor's Affidavit For Public Construction Projects

The undersigned, being duly sworn, does state and depose as follows:

1. I am the _____ (title) of _____ (company) which is a contractor on the _____ Project, and authorized to sign this Affidavit on the Company's behalf.

2. I have verified the information set forth in this Affidavit for the Contractor. If any subcontractors have been retained on the Project, I have also verified the information as to any subcontractor.

3. The Contractor and its subcontractors have Workers' Compensation Insurance that covers its employees working on the Project and such insurance meets or exceeds the requirements established by law.

4. The Contractor and its subcontractors have verified the U.S. citizenship or lawful status of all workers employed on the Project and do not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

5. The Contractor and its subcontractors have been informed by the City of the requirements to pay prevailing wage and will pay the prevailing wages to all workers employed on the Project as established by the applicable Annual Wage Order for the County where the Project occurs.

6. The Contractor and its subcontractors are in compliance with federal law requiring an accredited apprenticeship program, if applicable.

7. The Contractor and its subcontractors are enrolled and participate in a federal work authorization program with respect to employees working in connection with the contracted services.

Further Affiant sayeth naught.

Authorized Officer of Contractor Subscribed and sworn to before me

this _____ day of _____, 20____.

Notary Public _____

My commission expires: _____

Appendix D – Certification of Compliance with Section 34.600 RSMo., Supp. 2020

(Does not apply to contracts totaling less than \$100,000, or two contractors with fewer than 10 employees)

NOTE: Missouri law prohibits any public entity from entering into a contract to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the state of Israel; companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the state of Israel; or person or entities doing business in the state of Israel. I am

_____ (name), and I am the _____ (title) of

_____ (company name) a:

(circle one)

corporation, partnership, sole proprietorship, limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness: I hereby certify that the company is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with the terms and conditions set forth in Section 34.600 RSMo, Supp. 2020.

OR:

The business employs fewer than 10 employees.

Company Name

Signature

Printed Name and Title