

**THE CITY OF LAKE OZARK  
REQUEST FOR PROPOSALS  
SANITATION**

INSTRUCTIONS

1. Request for Proposals

The City of Lake Ozark, (hereinafter the “City”), Camden/Miller Counties, Missouri, is seeking proposals for collection, processing, hauling and disposal of residential and commercial solid waste, and recyclables. The City is furnishing herein a set of specifications by which such proposals shall be considered. Any individual or firm (hereinafter the “Contractor”) desiring to provide a quotation for services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

2. Intent

It is the City’s desire to hire a Contractor who will provide clean, courteous, on-time service for the collection, hauling and disposal of residential and commercial solid waste and recyclables from the City.

3. The Lake Solid Waste Management District has been retained to assist the City of Lake Ozark for this solicitation. All inquiries regarding this solicitation should be directed to:

David Mitchem, Lake Ozark City Administrator  
[cityadmin@cityoflakeozark.net](mailto:cityadmin@cityoflakeozark.net)  
573 365-5378

4. The City will expects to adhere to the following time schedule:

Issue RFP:	Thursday, July 7, 2022
Mandatory Pre-Proposal Meeting:	Thursday, July 14, 2022
Deadline for Receipt of Written Questions:	Thursday, July 21, 2022
City Response/addenda to be sent by:	Thursday, July 28, 2022
RFP Due Date:	Thursday, August 11, 2022
Award of Contract:	Thursday, August 25, 2022
Commencement of Contract Services:	Wednesday, March 1, 2023

5. Sealed proposals shall be delivered to:

City of Lake Ozark  
3162 Bagnell Dam Blvd.  
Lake Ozark, MO 65049

Sealed proposals shall be received by the City of Lake Ozark at the above address until 3:00 p.m., on Thursday, August 11, 2022, publicly opened and read aloud for the letting of a contract for sanitation in the City of Lake Ozark.

NOTE: Sealed envelopes should be clearly labeled “Sealed Proposal for Sanitation Collection Services”, with the Contractor’s name. One original and five (5) copies of the proposal shall be furnished.

Proposals received prior to the time of opening will be kept, unopened.

Proposals arriving after the above- specified time, whether sent by mail, or in person, shall not be accepted. These proposals will either be refused or returned unopened.

6. If a Contractor wishes to withdraw a proposal, the Contractor must submit a written notification of withdrawal to the City prior to the RFP due time. Failure to do so may result in forfeiture of the contractors posted bid bond.

7. The City reserves the right to reject any or all proposals, to waive informalities or irregularities, and to determine the lowest responsible price for services. The City also reserves the right to make its contractor selection based on the qualifications of the contractor rather than price.

8. A mandatory pre-proposal conference will be held:

Date: Thursday, July 14, 2022  
Time: 1:00 PM CST  
Location: Lake Ozark City Hall

Any questions from the pre-proposal meeting shall be directed in writing to:

David Mitchem, City Administrator  
3162 Bagnell Dam Blvd.  
P.O. Box 370  
Lake Ozark, MO 65049

Faxes accepted 573 365-4515

The written questions, along with the City response, will be distributed to all attendees of the mandatory pre-proposal conference. Neither the City nor The Lake Solid Waste Management District will assume responsibility for the receipt by the Contractor of any addenda.

9. Each potential Contractor should check its RFP package for completeness. The package consists of the following sections:

- I. Instructions
- II. Definitions
- III. Agreement
- IV. Contractor Information
- V. Specifications
- VI. Price Quotation Sheets

10. Discovery is the responsibility of the Contractor. Read the RFP package. No plea of error or ignorance resulting from Contractor's failure to read the RFP package will be accepted as a basis for waiving the requirements of the RFP package.

11. A bid bond shall accompany each proposal. The bid bond may be in the form of a bond, certified check or a bank cashier's check in the amount of Twenty-Five Thousand Dollars (\$25,000.00). Proposals submitted without the required bond will be rejected.

12. After formal written notification by the City that a Contract award has been made, the bid bonds of all un-successful Contractors shall be returned. NOTE: Bid Bonds are due with Proposals

13. Format for Submissions

- (a) The price quotation sheets must be correctly completed. All forms requiring signatures must be properly signed in ink. If the Contractor is unable to provide a quotation on a given service then the relevant item on the price quotation sheet must have the words "No quote" entered.
- (b) A Contract shall be returned with the proposal, any proposed changes to the Contract should be noted by the Contractor.
- (c) If the Contractor is unwilling or unable to meet any of the specifications contained in the RFP package it shall list all requested deviations from the specifications, and a justification shall be stated for such deviations.

14. The Contractor shall provide the following:

- (a) A list of areas or municipalities within a 50 miles radius of City that the Contractor furnishes or has furnished residential solid waste, recycling and yard waste collection. No more than five (5) municipalities need to be listed.
- (b) A list of disposal and processing sites to be used for residential solid waste, recyclables and yard waste collected by the Contractor.
- (c) A list of the type of refuse, and recycling collection vehicles that will be used within the City limits. The successful Contractor may be required to provide a detail list with year, make, model, vehicle weight, axle design, as well as loaded capacity. Refuse collection vehicles must comply with all applicable City, County, State, and Federal laws and ordinances as related to sanitation and transportation. The City will evaluate proposals based on Contractors past performance, experience, equipment to be used, price offered, and support of the City's goals and objectives.



LAKE OZARK, MISSOURI  
DESTINATION POINT FOR RESIDENTIAL  
SOLIDWASTE, RECYCLABLES AND YARD WASTE

Please provide the name and location of destination points (transfer station, processing center, other recycling or landfill) for residential and commercial solid waste, recyclables and yard waste that will be collected in the City.

CONTRACTOR QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereafter.

Submitted by: \_\_\_\_\_

Check one:

- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Individual
- \_\_\_\_\_ Joint Venture
- \_\_\_\_\_ Other (specify) \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

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

1. How many years have you/your organization been in business?
2. (a) How many years has your company been in business under its present business name?  
  
(b) Under what other or former names has your organization operated?
3. If a corporation, answer the following: (if a division or subsidiary is submitting a proposal, items a – f apply to the parent organization.)
  - (a) Date of incorporation:
  - (b) State of incorporation:
  - (c) President's name:
  - (d) Vice-President's name:
  - (e) Secretary's name:
  - (f) Treasurer's name:

Division/subsidiary information:

- (a) Division President or General Manager's name:

4. If an individual or partnership, answer the following:
  - (a) Date or organization:
  - (b) Name and address of all partners (state whether general or limited partnership):
5. If other than a corporation or partnership, describe organization listing name and address of principals:
6. List at least one bank reference:
7. List name(s) of insurance company and name and address of agent(s):
8. List all violations your organization has been found guilty of concerning the collection, transportation or disposal of municipal solid waste in Missouri over the past five years.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_  
(signature)

Its: \_\_\_\_\_  
(title)

\_\_\_\_\_, being duly sworn, attests and says  
that he/she is the  
(name)  
\_\_\_\_\_ of \_\_\_\_\_ and  
that answers to  
(title) (company)  
the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

(Notary Public) \_\_\_\_\_

My commissions expires \_\_\_\_\_

Note: If a Contractor intends to utilize a subcontractor or subcontractors, it shall provide the information required on this form.

**LAKE OZARK, MISSOURI  
FORM A  
BASIS OF AWARD BID  
MINIMUM SERVICES  
FIRM FIXED BID**

Bid Item	Description		
Item #1A	Curbside Waste Collection Per Dwelling		
		If Paid Quarterly Firm Fixed Price	If Paid Annual Firm Fixed Price
	Year 1	\$ _____	\$ _____
	Annual Escalator		
Item #1B	Cost for 90-95 gallons container		
		If Paid Quarterly Firm Fixed Price	If Paid Annual Firm Fixed Price
	Year 1	\$ _____	\$ _____
	Annual Escalator		

Note fuel escalator/de-escalator language

**LAKE OZARK, MISSOURI  
FORM B  
OPTIONAL RESIDENT SERVICES**

Bidder shall offer optional services at the firm fixed price to residents who request optional services.

**Optional**

Residential  
Services

Item	Description	Price Year 1	Annual Escalator
Item A	In Excess of Minimum Service, One (1) Additional Household Waste Pickup	\$ _____	_____
Item B	Bulky Waste Per Pickup. Note limitations	\$ _____	_____
Item C	Over Household Waste Volume Per Pickup	\$ _____	_____
Item D	Major Appliance Collection Per Pickup	\$ _____	_____
Item E	Christmas Tree Collection Per Pickup	\$ _____	_____
Item F	Roll-off Service 10-12 yard (up to 1 week rental)	\$ _____	_____
Item G	Roll-off Service 20 yard (up to 1 week rental)	\$ _____	_____
Item H	Roll-off Service 30 yard (up to 1 week rental)	\$ _____	_____
Item I	Roll-off Service 40 yard (up to 1 week rental)	\$ _____	_____
Item J	Tonnage Rate	\$ _____	_____
Item K	Curbside Recycling Collection	If Paid Quarterly Firm Fixed Price Year 1 \$ _____	If Paid Annual Firm Fixed Price \$ _____
Item #1D	Cost for recycle container (note size)	If Paid Quarterly Firm Fixed Price Year 1 \$ _____	If Paid Annual Firm Fixed Price \$ _____

Note fuel escalator/de-escalator language

**LAKE OZARK, MISSOURI  
FORM C  
COMMERCIAL SERVICES**

**Front Load Pricing**

	Yards				
	1	2	4	6	8
extra pick up					
Frequency					
1					
2					
3					
4					
5					
6					
% annual Increase					

Note fuel escalator/de-escalator language

**Rear Load Pricing**

	Yards			
	1	2	4	6
extra pick up				
Frequency				
1				
2				
3				
4				
5				
6				
% annual Increase				

Note fuel escalator/de-escalator language

	Price Year 1	Annual Escalator
Roll-off Service 10-12 yard (up to 1 week rental)	\$ _____	_____
Roll-off Service 20 yard (up to 1 week rental)	\$ _____	_____
Roll-off Service 30 yard (up to 1 week rental)	\$ _____	_____
Roll-off Service 40 yard (up to 1 week rental)	\$ _____	_____
Tonnage Rate	\$ _____	_____
90 Gallon cart	\$ _____	_____
60 Gallon cart	\$ _____	_____



# **CITY OF LAKE OZARK SOLID WASTE SERVICES AGREEMENT**

This AGREEMENT is made and entered this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, hereafter for all purposes “Contractor” and the City of Lake Ozark, hereinafter for all purposes “City”.

## **SECTION 1: General Provisions**

The Contract for services shall become effective on **Wednesday, March 1, 2023**, and shall remain effect through **Monday, February 28, 2028**. A period of five (5) years. The City shall have the option to extend the term of the Contract for a maximum period of two (2) one-year terms. The City must exercise said option by notice in writing to the Contractor no later than ninety (90) days prior to the expiration of the term of the Contract. In the event of such extension, all terms and conditions of the Contract shall be in effect during the extension period, subject to rate structure, insurance and performance bond.

## **SECTION 2: Contractor covenants and agrees as follows:**

- 1.) Contractor agrees to provide all services contracted for in compliance with:
  - a) The terms, conditions, restrictions and promises contained herein, and
  - b) Professional and good workmanlike standards of performance; and
  - c) All applicable laws, ordinances, rules, regulations, and permits including those provisions of Chapter 260 RSMo, and the rules and regulations promulgated thereunder, and those permits and licenses held by the Contractor, the applicable landfill and processing facility.
- 2.) The Contractor Final Proposal to the City dated August 11, 2022 shall be incorporated as appendix “A” of this agreement and shall be held as binding on the Contractor and City.
- 3.) Provide an emergency plan that will make provision for replacing or substituting vehicles, personnel, and facilities to be utilized under this Agreement.
- 4.) Contractor shall bear the costs of performing the operation and transportation services, included but not limited to, all maintenance costs required to maintain its vehicles, all operating costs for equipment and personnel, all permit and license fees.

- 5.) Contractor agrees to keep the following insurance in full force and effect during the term of this Agreement, with a company or companies acceptable to the City:

Worker's Compensation

Coverage: Statutory

Coverage B: \$1,000,000.00

Automobile Liability:

Bodily Injury: \$1,000,000.00 each occurrence

\$1,000,000.00 each accident

Property Damage \$1,000,000.00 each accident

Comprehensive General Liability:

Bodily Injury \$1,000,000.00 each occurrence

\$5,000,000.00 aggregate

Property Damage \$1,000,000.00 each occurrence

\$5,000,000.00 aggregate

The policies shall be endorsed and provided to the City within Thirty- (30) day's prior written notice of termination, cancellation or material change in coverage. A Certificate of Insurance evidencing the above coverage with company (ies) acceptable to the City shall be submitted to the City prior to performance of any services.

- 6.) Any subcontractors utilized by Contractor shall be subject to approval by the City, and shall have the same responsibilities as Contractor. Should any subcontractor utilized by Contractor fail to comply with the terms of this agreement, the same shall be considered default by Contractor.
- 7.) From time to time the City may desire to conduct surveys, studies, and/or pilot projects that may directly effect services under the proposed contract with Contractor. Prior to the time any such activities commence the City and Contractor shall agree on potential cost impact of the activities and shall agree to a set-off to compensate Contractor for cooperation with the activity and any disruption or loss of production experienced by Contractor.8.) The Contractor shall provide a printed education letter or brochure to be distributed to each eligible business or household within the City for the purpose of explaining collection schedule and procedures.9.) The Contractor must maintain either a local or toll-free phone number for customer service. All requests, questions, or complaints must be addressed to the best ability of the Contractor. Missed collections will be investigated and if confirmed, the contractor will arrange for pick-up within 24 hours from the time the miss was reported by the business, resident or City.

10.) Contractor shall assign qualified persons to be in charge of its operations in the City and shall give the names of such persons to the City. Information regarding experience shall also be furnished to the City.

11.) The City shall have the right to define what shall be considered suitable work clothes for employees of Contractor collecting the solid waste, and recyclables in the City under this Agreement.

12.) Service shall be provided in a workmanlike manner. Contractor is responsible for removing any excess, debris, leachate spillage, or truck fluid seepage from the collection routes in the City limits.

13.) Hours of collection in residential areas shall be between 6:00 am and 6:00 p.m. daily, with no residential collection allowed on Saturdays or Sundays. Residential Collection will not take place on the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

14.) The Contractor shall establish a specific schedule and routes of pick-up of solid waste yard waste and recyclables. Schedules and routing changes shall be approved by the Director of Public Works of the City and it will be the Contractor's responsibility to provide notification to all affected businesses or residences of any approved changes to the initially approved schedule and routing.

15.) The Contractor shall extend service to all new or additional businesses or units upon request for service by the City. The Contractor shall provide this extension of service for the same unit prices as specified in the schedule of rates. The number of units specified in this Contract may also be reduced when it is determined by the City that such units are no longer generating solid waste.

16.) The Contractor shall furnish to the City a Performance Bond specifying the City as beneficiary, in the amount equal to 5% of the annual amount of the contract. The Performance Bond is to be held as security in the event of Contractor default. The Bond shall remain in effect for the term of the Agreement and must be delivered to the City upon Agreement execution. A new Performance Bond must be delivered to the City at least thirty (30) days prior to the expiration date of the existing bond.

17.) Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits actions, legal proceedings, claims, demands, damages, costs, and expenses (including attorney's fees) arising out of any act or omission of Contractor, its agents, employees or independent contractors, in the performance of the transportation services as provided herein.

- a. Contractor will not discontinue service to any residential dwelling or customer within the City unless the customer has neglected to pay for services at rates herein provided for a period of 180 days or more and Contractor has notified in writing the City of such delinquency and the intent to terminate service 10 days following delivery of such notice to City. Service to such citizens shall be restored upon payment of all delinquencies. The City will not and shall not be obligated to collect past due or delinquent accounts.

- b. Contractor will not discontinue service to any commercial business within the City unless the customer has neglected to pay for services at rates herein provided for a period of 60 days or more and Contractor has notified in writing the City of such delinquency and the intent to terminate service 10 days following delivery of such notice to City. Service to such b shall be restored upon payment of all delinquencies. The City will not and shall not be obligated to collect past due or delinquent accounts.

18.) Invoicing for Services

- a. The City is responsible for direct billing and collection of fees for services rendered to each residential account. All billing for residential will be monthly at the end of each month of service. The Contractor shall agree to hold the City harmless and not responsible for any fees for service that the Contractor is unable to collect.
- b. The Contractor is responsible for direct billing and collection of fees for services rendered to condominium/townhouse complexes and businesses that it provides service to in the City. All billing for condominium/townhouse complexes and businesses will be at the end of each month of service. The Contractor will provide a list of all units being billed at the anniversary date of the contract each year. The Contractor shall agree to hold the City harmless and not responsible for any fees for service that the Contractor is unable to collect. The Contractor shall provide the City with a 5% Road Maintenance fee each month based on gross receipts of accounts collected.

19.) It is the understanding and agreement of both City and Contractor that the City of Lake Ozark intends to implement pilot projects for recycling. Therefore, any material diverted through the recycling program shall not be considered as part of this contract, though container sizes and frequencies may be adjusted as a result.

20.) The City of Lake Ozark is host to periodic events throughout the year (mostly summer months). Given the large number of people attending these events, the accumulation of solid waste increases significantly. The successful bidder will indicate that they have the service capacity to place containers and service these containers on a temporary basis, through coordination with the event organizers.

SECTION 3: Revocation or Default

1.) City reserves the right to revoke this Contract and all provisions and addendum thereof in the event that Contractor fails in any of the obligations below:

- a. Violates any provision of this Contract or City ordinance, except if such violation is an Act of God; or
- b. Fails to provide or maintain liability indemnification coverages or performance bond as required herein; or

- c. Frequently violates any reasonable orders or rulings of any regulatory body having jurisdiction over Contractor relative to the collection, disposal or processing of solid waste unless such orders or rulings are being contested by Contract as authorized by law; or
  - d. Contractor attempts to evade any provision of this Contract or the provisions of the City's solid waste code; or
  - e. Contractor becomes insolvent, or is placed in receivership, or is unable or unwilling to pay its debts or, is adjudged bankrupt.
- 2.) In the event the Contractor fails to collect residential refuse, or recyclables for any seven (7) day period as provided herein, or fails to collect commercial refuse or recyclables for any two (2) day period the City is authorized to execute against the Performance Bond and the thirty (30) day notice a provision will thereby be waived, the City having the immediate right to terminate the Contract without further notice to Contractor, except for the acts of God that prevent collection.
- a. Contractor agrees that it will pay all damages; investigative, attorney, reporter or witness fees; travel expenses; depositions; court costs; interest and penalties which the City may legally be required to pay as a result of any storage, collection, transportation, processing or disposal of solid waste by Contractor or any wrongful or negligent acts or admissions of Contractor. These damages; investigative, attorney, reporter or witness fees; travel expenses; depositions; court costs; interest or penalties shall included but shall not be limited to damaged arising out of worker' compensation laws and all other damages arising out of the performance of Contractor authorized hereunder, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement.

#### SECTION 4: Miscellaneous

- 1.) It is understood and agreed that the Contractor has satisfied himself as to the nature and extent of the work to be performed under this agreement. No verbal Agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- 2.) It is hereby further stated and agreed by and between the parties hereto that this Contract may not be amended without written permission of both parties.
- 3.) If any portion of this Contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions hereof.
- 4.) The Laws of the State of Missouri shall govern this Contract.

IN WITNESS WHEREOF, the parties hereto execute this Agreement the day and year first above written.

CITY OF LAKE OZARK

CONTRACTOR

By: \_\_\_\_\_  
(Name/Title)

By: \_\_\_\_\_  
(Name/Title)

(SEAL)

ATTEST:

By: \_\_\_\_\_  
(Name/Title)