



REQUEST FOR BID
FOR
SOLID WASTE HAULING/DISPOSAL/RECYCLING SERVICES

Duckett Creek Sanitary District (the District) is soliciting competitive bids from qualified vendors to provide solid waste hauling, disposal, and recycling services. The vendor must guarantee the bid prices for a period of one year on an as needed basis in accordance with the specifications. The term of the Contract shall be a one year period with the option to renew for an additional two (2) years. The District reserves the right to terminate the Contract thirty (30) days after providing written notification to the successful bidder.

1. INSTRUCTION TO BIDDERS

1.1 REQUEST FOR BID DELIVERY

One (1) signed original quote must be received either via email to submittals@duckettcreek.com or mail to Dave Banks, Duckett Creek Sanitary District, 3550 Hwy K, O'Fallon, Missouri 63368.

1.2 BIDS INQUIRIES AND CLARIFICATIONS

For access to any of the sites, or for any questions, explanations or clarifications desired by a bidder regarding any part of the Request for Bid must be requested in writing to the District. Requests can be sent to the following:

Dave Banks
Operations Supervisor
Duckett Creek Sanitary District
3550 Hwy K
O'Fallon, Missouri 63368-8384
Email: banks@duckettcreek.com
Fax: (636) 498-8150

Please include Sarah Beckmann, beckmann@duckettcreek.com, in any email communication.

All questions must be received no later than **1:30 p.m. (local time) on October 8, 2024**. Any questions received after this deadline may not be answered. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective bidders in the form of an addendum.

It shall be the responsibility of each bidder, prior to submitting their bid, to contact Purchasing at 636-498-8136, or to check the District website to determine if addenda were issued and to make such addenda a part of their bid. Bids and addenda are posted on our website at: <http://duckettcreek.com>.

Written requirements in the Request for Bid or its amendments are binding, but any oral communications between the District and bidder are not.

1.3 ESTIMATED SCHEDULE

- Release of Request for Bid: September 24, 2024
- Question Due Date and Time: October 8, 2024, at 1:30 p.m. (local time)
- Bid Due Date and Time: October 15, 2024, at 1:30 p.m. (local time)

1.4 COMPLIANCE WITH TERMS AND CONDITIONS

Bidder agrees to be bound by the District's terms and conditions for Contracts.

1.5 CHANGES IN WORK

The District, without giving notice to the surety and without invalidating this Contract may make changes by altering, adding or deducting from the work with the Contract sum being adjusted accordingly. All such work and any approved time extensions shall be added to the Contract by Contract Addendum. Each Contract changes shall include all cost required to perform the work including all labor, material, equipment, overhead, profit, delays, disruptions or other miscellaneous expenses. The Contractor shall provide a detailed cost breakdown for all changes in work to the District. The percentage of overhead and profit shall not increase as a result of any change in work.

2. TERMS AND CONDITIONS

- Duckett Creek Sanitary District reserves the right to accept or reject in part or whole any bid submitted, and to waive any technicalities for the best interest of the District.
- The District reserves the right to retain all bids submitted and to use any ideas in a bid regardless of whether that bid is selected.
- All bids will be considered final as submitted. No additions, deletions, corrections, or adjustments will be accepted after the time of Request for Bid opening. The District reserves the right to make inquiry of any bidder submitting a bid to clarify its understanding of the bidder's submittal.
- The District reserves the right to reject the bid of a vendor who has previously failed to perform properly or complete on time agreements of a similar nature.
- Items/services bid must meet or exceed the District specifications; however, the District may consider and accept alternate bids if specified herein when most advantageous to the District. The District reserves the right, however, to hold to the District specifications and to determine "or equal" status.
- The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.
- The bid creates no obligation on the part of the District to award a vendor or to compensate any applicant for any costs incurred during bid response, submission or oral interviews. All expenses for making bids to the District are to be borne by the bidder.
- The undersigned agrees, if the bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.
- All delivery costs or charges shall be included in the F.O.B destination bid price.
- Unit price shall include all associated costs including but not limited to freight, delivery, mileage, time, labor and installation. No additional charges will be accepted or paid by the District.
- The District is exempt from federal, state and local taxes, therefore, tax must not be included in the bid price.
- Bidders are required to clearly identify any deviations from the specifications in the document.
- An authorized officer of the company submitting the bid must sign all bids, in ink.
- All prices and notations must be in ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in ink by the person signing the bid.
- Following the award, additional services of the same general category that could have been encompassed in the award of this agreement, and that are not already in the agreement, may be added.
- Bids will be evaluated based on the lowest responsive and responsible bidder complying with all of the provisions of the solicitation, provided the bid price is reasonable, and it is in the best interest of the District to accept it.
- The successful bidder is specifically denied the right of using in any form or medium the names of Duckett Creek Sanitary District for public advertising unless express written permission is granted.

3. LIABILITY AND INSURANCE REQUIREMENTS

The vendor shall assume all risk and liability for accidents and damages that may occur to persons or property during the execution of work under this agreement. The vendor shall file with Duckett Creek Sanitary District a certificate of insurance evidencing the following coverage(s) together with a copy of the required endorsement prior to commencement of any work.

a. **Workers Compensation Employer's Liability and Professional Liability:**

Statutory Workers Compensation limits as required by the Statutes of the State of Missouri, (or a qualified self-insurer) and Employer's Liability in an amount of no less than \$1.0 million. In addition, professional liability, also known as errors and omissions coverage, in the amount of \$1,000,000 is required.

b. **Automobile, General liability and Property Damage:**

The Consultant shall maintain the following minimum amounts of automobile, general liability, and property damage insurance coverage during the life of the Contract:

- \$3,000,000 for bodily injury and property damage per occurrence for automobile and general liability. This combined single limit of \$3,000,000 can be accomplished through the use of a combination of primary and umbrella coverage.
- Automobile coverage must include non-owned vehicles.
- The Automobile & General Liabilities policies shall be endorsed to include the District as an additional insured and provide for 30 days advance written notice of any material change.

c. **A Waiver of Subrogation in favor of the District shall be endorsed on each of the policies.**

d. **The required insurance shall be primary insurance with respect to any other insurance or self-insurance programs maintained by the District.**

e. **It shall be the Contractor's responsibility to keep the respective insurance policies and coverages current and in force for the life of the Contract.**

4. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED (MISSOURI REVISED STATUTES SECTION 285.530)

As a condition for the award of any Contract or grant in excess of five thousand dollars by Duckett Creek Sanitary District to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program (E-Verify) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (E-Verify) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with Duckett Creek Sanitary District shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this Request for Bid. Bidders may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: Duckett Creek Sanitary District, Attn: Sarah Beckmann, 3550 Hwy K, O'Fallon, Missouri 63368 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for one year from the date of the notarized affidavit.

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the vendor, and the Department of Homeland Security - Verification Division. The online address to enroll in the E-verify program is: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

5. SCOPE OF WORK

5.1 INTRODUCTION

Duckett Creek Sanitary District has a need to contract with a qualified vendor for providing solid waste hauling, disposal and recycling services for the District. The vendor shall furnish and deliver solid waste containers with lids and all necessary equipment associated with services, in sizes as required by the District to various locations as determined from time to time by the District. The vendor shall collect solid waste/recycling containers and dispose of the waste on a schedule as accepted by the District.

5.2 PRIMARY REQUIREMENTS

- The vendor shall furnish at its own expense, all labor, vehicles, equipment, tools, fuel, facilities, and any other items necessary to accomplish the work required under the Contract.
- The vendor must haul all solid waste from the District's determined locations to a licensed/permitted sanitary landfill. The vendor must provide the name(s) of the landfill(s) that will be utilized by the vendor to fulfill the obligations of the waste hauling Contract. The vendor shall comply with all state and federal rules, regulations, and laws. All solid waste shall be disposed of only at processing facilities or disposal areas approved by the District.
- All materials collected under **Group D** shall be delivered to the District's yard waste recycling center or other location as may be directed by the District.
- The District does not have historical records regarding the average weight per pick up since the current vendor did not charge the District's containers by weight. Only **Group D's** Roll-Offs have concrete and other waste that is charged by weight. With regard to 2, 4 and 8 cubic yards containers, only general trash gets disposed. With regard to 20 cubic yards concrete and other waste Roll-Offs, concrete, asphalt and PVC pipe get disposed. With regard to 20 cubic yard wood and yard waste Roll-Offs, wood related debris get disposed.
- The vendor shall pay the landfill tipping fees.
- The vendor must periodically exchange vendor-supplied waste containers as required for the repair and maintenance of the waste containers located on the District premises. The District reserves the right to request that the vendor's waste containers be removed as required from the District premises for cleaning and repair.
- The vendor shall be responsible for any and all damages to The District's supplied waste containers directly caused by the vendor during servicing.
- The vendor shall take necessary measures to prevent scattering of debris over the area in which the containers are located.
- All vendor-supplied containers shall be maintained in a neat and clean condition including painting as necessary. All vendor containers and vehicles shall be identified with the vendor's name and address.
- The District reserves the right to add, delete, or revise locations, number and size of containers or frequency of collection or recycling services as required and when required without voiding the existing Contract with the vendor.
- The vendor shall provide the District with each billing for service or invoice for tonnage/volume for verification of payment.
- The District intends to award the whole services contract for all sites to one vendor if applicable. However, the District reserves the right to award Contracts to multiple vendors as necessary to meet the operational requirements of the District.
- The vendor shall include all current fuel and environmental recovery fee (compliance costs) in the waste hauling charges quoted in response to this bid request. Accordingly, the current operating conditions shall serve as the base point when the District evaluates any request from the vendor to initiate any surcharges or additional fees in order to continue providing the subject waste hauling services.
- The vendor shall charge the District based on the rated volume of the container serviced by the vendor.
- If the vendor misses a scheduled waste pickup, the vendor will be held responsible for removing the waste from the District facility within four (4) hours of the deficiency notification provided by the District. If the vendor fails to remove the waste from the District's facility within four (4) hours of the deficiency notification, the vendor must issue a credit

memo to the District for the appropriate volume of the waste container(s) that the vendor failed to service appropriately. This credit process must be followed by the vendor for each individual service failure incident reported by the District.

- The vendor shall recognize the District's published holiday schedule, and the alternate pickup days will be allowed on holidays.
- The vendor must identify all testing required by test type and frequency of testing (e.g. paint filter testing, or any other testing). This testing cost will be considered together with the overall Contract costs, when the District compares Contracts.
- The District has not directed where the recycling goes. It has previously been the vendor's choice. The District just requested it to be recycled.

SOLID WASTE HAULING/DISPOSAL/RECYCLING SERVICES

BID FORM

Business Information

Business Name: _____

Address: _____

Telephone: _____

Email: _____

Contact: _____

Federal Tax ID: _____

Price Description

A list of anticipated locations with size and number of containers and frequency of collection is shown below. The list is an estimate only and actual services required may be revised by the District as necessary.

Group A – 13 Research Park Dr., St. Charles, MO 63304 – Dumpsters

Waste Containers (Cubic Yards)	Quantity	Weekly Pickups	Container Rental Fee	Price Per Each Cubic Yard of Solid Waste Pick Up *	Price Per Recycling **	Container Delivery	Containers Supplied By
20	1	On Call Approx. 3-4 times/yr.	\$	\$	\$	\$	Vendor

Waste Containers (Cubic Yards)	Quantity	Weekly Pickups	Weekly Rental Fee	Price Per Each Cubic Yard of Solid Waste Pick Up *	Price Per Recycling **	Container Delivery	Font Load Containers Supplied By
4	1	2	\$	\$	\$	\$	The District

Group B – 3550 Hwy K, O’Fallon, MO 63368 – Dumpster

Waste Containers (Cubic Yards)	Quantity	Weekly Pickups	Weekly Rental Fee	Price Per Each Cubic Yard of Solid Waste Pick Up *	Price Per Recycling **	Container Delivery	Containers Supplied By
4	1	1	\$	\$	\$	\$	Vendor

Group C – 2950 Greens Bottom Rd, St. Charles, MO 63304 – Dumpsters

Waste Containers (Cubic Yards)	Quantity	Weekly Pickups	Weekly Rental Fee	Price Per Each Cubic Yard of Solid Waste Pick Up *	Price Per Recycling **	Container Delivery	Front Load Containers Supplied By
4	1	1	\$	\$	\$	\$	Vendor
2	2	2	\$	\$	\$	\$	The District

Group D – 2840 Saint Peters Howell Rd, St. Peters, MO 63376

• **Roll Offs and Wood & Yard Waste**

Waste Containers (Cubic Yards)	Quantity	Weekly Pickups	Container Rental Fee	Price Per Each Cubic Yard of Wood & Yard Waste Pick Up *	Price Per Recycling	Container Delivery	Containers Supplied By
20	1 Ind Recycle	On Call	\$	\$	\$	\$	Vendor

• **Trash Container**

Waste Containers (Cubic Yards)	Quantity	Weekly Pickups	Weekly Rental Fee	Price Per Each Cubic Yard of Solid Waste Pick Up *	Container Delivery	Containers Supplied By
8	1	1	\$	\$	\$	Vendor

• **Roll Offs, Concrete & Other Waste**

Waste Containers (Cubic Yards)	Quantity	Weekly Pickups	Container Rental Fee	Price Per Each Cubic Yard of Concrete & Other Waste Pick Up *	Price Per Recycling	Container Delivery	Containers Supplied By
20	1	On Call	\$	\$	\$	\$	Vendor

Group E – 1400 Riverdale Manor Drive, O’Fallon, MO 63368 - Dumpster

Waste Containers (Cubic Yards)	Quantity	Weekly Pickups	Weekly Rental Fee	Price Per Each Cubic Yard of Solid Waste Pick Up *	Price Per Recycling**	Container Delivery	Front Load Containers Supplied By
4	1	On Call Approx. 3-4 times/yr.	\$	\$	\$	\$	The District

Group F – 100 Duckett Creek Lane, Wentzville, MO 63385 – Dumpsters

Waste Containers (Cubic Yards)	Quantity	Weekly Pickups	Weekly Rental Fee	Price Per Each Cubic Yard of Solid Waste Pick Up *	Price Per Recycling**	Container Delivery	Front Load Containers Supplied By
4	1	1	\$	\$	\$	\$	The District
4	1	Bi-Weekly	\$	\$	\$	\$	Vendor

Group F, located at 100 Duckett Creek Lane in Wentzville, Missouri, is currently under construction. The District expects waste pick-ups to be needed beginning in mid-December of 2024. The District will be in contact with the selected vendor when an exact date has been determined.

Notes: * Please indicate what the price is per ton, per haul and/or per month charge if the price per each cubic yard of solid waste pick up is not available.

** Recycling is not required for Group A, B, C, E and F’s containers. They are all trash containers. Please provide pricing if it is available with a separate container.

Charge per extra pickup or delivery	\$
Charge per tonnage	\$
Charge per haul, wood as recycle (if applicable)	\$
Charge per haul for waste removal – concrete & other waste (if applicable)	\$
List the type and frequency of testing and its price (if applicable)	\$

The District will revisit the agreement if there is an annual increase after a year term.

- A fixed percentage annual increase _____% you specify for year 2 (if it’s available).
- A fixed percentage annual increase _____% you specify for year 3 (if it’s available).

Acknowledgement

The undersigned offers to furnish and deliver the articles or services as specified, at the prices and terms stated, and in strict accordance with the specifications, instructions and general conditions of bid which have been read and understood, and all of which are made part of this order.

Authorized Representative (Signature):

Type of Print Signed Name:

Title:

Date:

REFERENCES

Please list the minimum of three (3) references of similar clients including contact information.

Business Name: _____

Address: _____

Telephone: _____

Email: _____

Contact Name: _____

Business Name: _____

Address: _____

Telephone: _____

Email: _____

Contact Name: _____

Business Name: _____

Address: _____

Telephone: _____

Email: _____

Contact Name: _____

AFFIDAVIT OF WORK AUTHORIZATION

The bidder/Contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (name of Business Entity Authorized

Representative) as _____ (Position/Title) first being duly

sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the service related to Contract(s) with the District for the duration of the Contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that

_____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the Contract(s) for the duration of the Contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.

Authorized Representative's Signature

Printed Name

Title

Date

Email Address _____

Subscribed and sworn to me this _____ (day) of _____ (month/year).

I am commissioned as a notary public within the County of _____, _____ (County/State) and my commission expires on _____ (date).

Signature of Notary

Date