

2 W. PLEASANT ST.  
P.O. BOX 30  
AURORA, MO 65605



PH: 417-678-5121  
FAX: 417-678-6599  
AURORA-CITYHALL.ORG

# **RESIDENTIAL WASTE/TRASH COLLECTION SERVICES**

## **Request for Proposal – 09/2022**

**RESIDENTIAL WASTE/TRASH COLLECTION SERVICES**

**SUBMITTAL DEADLINE: *December 1, 2022 10:00 a.m.***

**Any questions regarding this Request (RFP) for Proposal shall be submitted to City Manager Jon Holmes at 417-678-5121 or [jholmes@auroramogov](mailto:jholmes@auroramogov)**

## General Specifications & Description

The City of Aurora is soliciting bids for a residential Solid Waste/Trash collection provider that is able to provide residential Solid Waste/Trash collection services to begin on or about March 1, 2023.

As part of this RFP, bidders should include a proposed ramp-up schedule that would outline how and when bidders could bring service online to effectively deliver residential Solid Waste/Trash collection services citywide. Each proposal will need to include availability of equipment and staffing, as well as an initial plan to accommodate collection.

The present estimated population of Aurora is 7,500. There are approximately 100 lane miles of road and approximately 3,000 residential housing units to be served by this contract located in the City of Aurora.

## Additional Services

1. The City will also require commercial Solid Waste/Trash collection services from the selected vendor for all City facilities as part of the final contract.
2. The City of Aurora will not be offering recycling during the initial start-up phase of residential Solid Waste/Trash collection services for the City of Aurora. While the City is not requesting bids for this service at this time, potential bidders are to be aware of the following:

It is the intent of the City to begin offering voluntary curbside recycling collection within 24 months of the original service contract. Within that time, the selected vendor will be expected to work with the City of Aurora to establish recycling service within the community, and to set a rate for this service that is mutually acceptable to the City and the vendor.

At a minimum, the City will be looking to implement year-round, single stream curbside co-mingled recyclable collection and disposal at a qualified recycling center within the initial 18 to 24 months of the initial contract period or sooner as feasibility allows. Achieving this milestone will be an important consideration in regard to any consideration for any extension of the contract beyond the initial 3-year contract period.

## ADDITIONAL BIDDING INFORMATION

1. **Pre-Bid Meeting** – A pre-bid meeting will be meeting will be scheduled for 2:30 p.m. on Monday, November 7<sup>th</sup>, 2022. This meeting will be mandatory for any vendor that will be submitting a proposal/bid to provide these services. Failure to attend this meeting will disqualify the vendor from consideration.
2. **Project questions:** All questions regarding the bidding of this project must be submitted in writing to City Manager Jon Holmes at [jholmes@auroramogov](mailto:jholmes@auroramogov) **All questions must be received by 5 p.m. on Tuesday, November 8<sup>th</sup>, 2022. Responses to the questions will be posted on the City of Aurora's website by 5 p.m. on Tuesday, November 15<sup>th</sup>, 2022.**

## **NOTICE TO BIDDERS**

### **Residential Waste/Trash Collection Services RFP – 09/2022**

#### **CITY OF AURORA, MISSOURI**

Sealed proposals will be received by Kamy Kulow at the Aurora City Hall, 2 W. Pleasant Street, Aurora, Missouri, until 10:00 a.m. on December 1, 2022. In accordance with the Missouri Sunshine Law, RSMo 610.020, the proposals for the above project will be opened on said date and time and only the bidder's name will be read aloud along with required documents checked for responsiveness.

The City of Aurora will accept proposals from qualified firms interested in being the sole provider for Residential Waste/Trash Collection Services within the City Limits of Aurora. The work under this Proposal consists of the following:

1. Residential trash collection and disposal at an established base rate.
2. Large household items (bulky items) to be picked up and disposed of one item free once per month on a set schedule and any other or additional items on call at a set rate per item.

Major goals of the City of Aurora are to achieve comprehensive, timely and orderly collection of residential Waste/Trash within the City of Aurora, reduce illegal dumping, reduce blight and accumulation of garbage and debris on residential properties, eliminate the burning of Solid Waste/Trash within the City, and reduce wear and tear on city streets.

**Contractors not receiving a Request for Proposal packet directly can obtain it from the Aurora City Clerk, Kamy Kulow by emailing a request to [Auroracityclerk@auroramogov](mailto:Auroracityclerk@auroramogov) or request it by phone at (417) 678-5121 Ext. 230, or may download the RFP packet off the City of Aurora website.**

No bidder may withdraw their bid for a period of thirty (30) days after the date of opening of bids.

The City of Aurora reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. The City of Aurora also reserves the right to negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest, best and most responsive, to accept.

#### **Release of Information**

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that

all documents within a submittal will become open records.

**Bid Bond**

No bid bond will be required for submitted bids.

**CONTRACT FOR WASTE/TRASH COLLECTION SERVICES**  
**(EXAMPLE)**

**Residential Waste/Trash Collection**

This Contract for Residential Waste/Trash Collection Services, hereafter referred to as the "**Contract**", is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between \_\_\_\_\_, an entity organized and existing under the laws of the State of Missouri, with its principal office located at \_\_\_\_\_, hereafter referred to as the "**Contractor**", and the City of Aurora, Missouri, a city of the third class and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the constitution and laws of the State of Missouri, with its principal office located at 2 W. Pleasant Street, Aurora, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

**ARTICLE I THE WORK**

Contractor agrees to perform all work and provide all materials as specified in Request for Proposals (RFP) issued September 26, 2022, the work as described in Appendix A of this contract, and the General Terms and Conditions in Appendix C, commonly referred to as General Terms and Conditions and according to the Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and to perform the contracted work in accordance with all specifications, terms and conditions as set forth within the RFP as issued on September 26, 2022, including insurance and termination clauses as needed or required by City Code. The work as specified in Appendix A may commence upon scheduling and approval of the City which is slated for March 1, 2023.

The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City of Aurora, Missouri.

**ARTICLE II TIME OF COMMENCEMENT AND COMPLETION**

This contract is effective as of December 14<sup>th</sup>, 2022 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments. The City desires to enter into a contract for three (3) years with the possibility of

two (2) Council-approved extensions of two (2) years each, for a total of seven (7) years. The work as specified under this contract would begin March 1, 2023 and continue through February 28, 2026 unless extended by the City Council or cancelled by the City according to the provisions in Article VII of this agreement.

### **ARTICLE III CONTRACT SUM AND PAYMENT**

The Contractor agrees to perform all work described in the Contract Documents.

The City agrees to pay the Contractor as outlined below and subject to deductions provided for in Articles IV and VI.

### **ARTICLE IV CONTRACT PAYMENT**

The City agrees to pay the Contractor for the completed work as follows:

The City will provide a monthly list of addresses where services are to be performed. The Contractor will bill the City monthly based on the service list as provided by the City.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. The City will be the sole judge as to the sufficiency of the work performed by Contractor.

The City shall pay the Contractor within 30 days of receipt of invoice.

After the initial contract year, increases in charges imposed by the Contractor for the next year shall be controlled by the Consumer Price Index calculated according to the provisions of Appendix B. The City shall be notified by December 1st each year of any increases that may occur pursuant to the Consumer Price Index with the increase to take effect January 1<sup>st</sup>. If no notification of a proposed change in price, along with the calculations produced by the Consumer Price Index by said date, the price will remain unchanged for the next year.

Payment shall be made upon receipt of invoices presented as outlined in Appendix C. Third party payment agreements will not be accepted by the City.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Article XI shall be assessed, the City shall withhold and retain all sums and amounts due and owing to the Missouri Department of Labor and Industrial Relations when making payments to Contractor under this Contract.

## **ARTICLE V INSURANCE REQUIREMENTS**

Insurance shall be provided as outlined in the General Terms and Conditions Appendix C to the Contract.

## **ARTICLE VI DAMAGES/DELAYS/DEFECTS**

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tools, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created by the Contractor within the City.

Contractor will promptly (and within 7 days of receiving notice thereof) repair all damage to public and private property caused by Contractor's agents or employees. Should damages not be promptly repaired (within 7 days of receiving notice thereof), the City will authorize the hiring of another Contractor or vendor with the necessary and applicable qualifications, to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor hired to do such repairs within 10 days of completion of the repairs.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in any property damage, injury or death. Contractor must provide a full report that includes details of the accident/incident and statements from any witnesses. Contractor will also fully cooperate with any investigation regarding accidents, up to and including investigations conducted by law enforcement agencies.

## **ARTICLE VII RESPONSIBILITIES**

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers

of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor.

Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of, or delay in performance of this agreement. The City and the Contractor shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement. In the event Contractor is unable to perform, the Contractor shall notify the City accordingly and shall cooperate with the City to establish alternative collection and disposal efforts, including but not limited to subcontractors or temporary assignment of this agreement. The City retains the right to reject options for alternative collection.

Contractor shall promptly notify the City of any customer service complaints and/or damages by either a customer or by City staff. Contractor shall report the nature of the complaint and the steps Contractor has taken to resolve the complaint. The City may request a report of all complaints and resolutions. The report must be available within 30 days. Failure to resolve complaints or failure to provide the reports upon request of the City may be considered as cause for the City, in its sole discretion, to terminate the contract as set forth in Article VIII.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

All equipment will be of such a type and in such condition so as not to cause any damage to City property or the community at large. All equipment used within the jurisdictional boundaries of the City will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable Department of Transportation, federal, state, county, and municipal laws and regulations, including, but not limited to, affirmative action,



equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

## **ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT**

Should either the City or Contractor elect not to renew and extend the Contractor Contract for an additional contract extension, notice must be given, by certified mail, facsimile or email (return receipt requested) to the other party in writing not less than ninety (90) days prior to the expiration of the Contractor Contract.

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default(s) under the terms of this contract. Such notification may be made in writing, and delivered via certified mail, facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s), the City shall have the right to immediately cancel and/or terminate this agreement by giving the Contractor ninety (90) days written notice, and delivered via certified mail, facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) and the default(s) are of such that they endanger the health, safety and/or welfare of the residents of Aurora, City may terminate this contract immediately and retain the services of an alternative contractor to perform the Solid Waste/Trash disposal services contemplated under this contract for up to ninety (90) days, for which Contractor may be held liable for such costs.

Without Cause – The City may cancel or terminate this agreement at any time without cause by providing ninety (90) days written notice, by certified mail, facsimile or email to the Contractor. In the event that this agreement is terminated without cause, the City shall pay for all work completed through the effective date of cancellation.

Any contract cancellation notice shall not relieve the Contractor of the obligation to delivery and/or perform on all outstanding requirements of this agreement and orders issued prior to the effective date of cancellation.

Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by the Contractor of the term, covenant or condition. The city shall be entitled to invoke any remedy available to it under the Contract or by law despite any such forbearance or indulgence.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as an acceptance of deficient or

unsatisfactory services.

## **ARTICLE IX DEFAULT AND REMEDIES**

In case of a dispute, the Contractor and the City may each agree to appoint a representative, who, together, shall select a third-party attorney in good standing and licensed to practice law in Missouri, to arbitrate the issue. Resolution of the issue will be binding upon both parties. The arbitrator may allocate damages, costs, and reasonable attorney's fees between the parties.

- A. If Contractor shall be in material default or breach of any material provision of this agreement, City may terminate this agreement pursuant to Article VIII, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor ninety (90) days written notice and opportunity to cure such default or breach.
- B. If City shall be in material default or breach of any material provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City ninety (90) days written notice and opportunity to cure such default or breach.

## **ARTICLE X WARRANTY**

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications.

Contractor shall comply with the "Customer Service Standards" as established by Appendix A, Item 13 of this agreement. Following correction, Contractor shall immediately inform the City representative of the corrective action and resolution of the issue.

## **ARTICLE XI "AFFIDAVIT of WORK AUTHORIZATION"**

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting the attached AFFIDAVIT OF WORK AUTHORIZATION; and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

## **ARTICLE XII ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

The parties have executed this agreement at The City of Aurora the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

**THE CITY OF AURORA, MISSOURI**

By: \_\_\_\_\_

Jon Holmes, City Manager

Attest: \_\_\_\_\_

Kamy Kulow, City Clerk

(SEAL)

Company Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

**APPENDIX A**  
**SCOPE OF SERVICES AND SPECIAL PROVISIONS**

**Residential Waste/Trash Collection Services**

CITY OF AURORA, MISSOURI Residential Waste/Trash Collection Services RFP 09/2022

The solid waste collections service shall conform to all City of Aurora ordinances regarding solid waste, and the following specifications or better.

1. **Residential Dwelling Unit** – is defined as any single home, two family unit, four family unit, all condominiums/townhomes up to four units per building, and all apartment complexes up to four units per building serviced with individual containers. The residential service shall not apply to any residents that currently use a communal dumpster or contract for commercial solid waste collection. Any residences that are excluded because of their commercial account or communal collection shall be agreed upon by the City and the Contractor prior to service beginning.
2. **Excluded Residential Dwelling Units** - At this time the City has identified the following communities/subdivision which shall be considered Excluded Residential Dwelling Units. These communities include: **To Be Determined – information will be provided at the Pre-Bid Meeting**
3. **Curb Collection** – The Contractor shall provide:
  - a. Weekly Solid Waste/Trash collection and disposal service to all residential dwellings within the corporate limits of the City, except as to the Excluded Residential Dwelling Units. There shall be a once-a-week, year-round collection of Solid Waste/Trash from the curb of the premises. On collection days all refuse containers shall be placed at a designated collection point. City shall work with Contractor to provide information and educational materials through City wide mailings and postings on social media as to the proper placement of refuse containers and acceptable forms of containers for Solid Waste/Trash. The Contractor will not be required to collect refuse from the inside of the buildings. As stated above, the City may have areas within the City limits that shall be excluded from these services and shall not have charges assessed against the units within them. Contractor will have no responsibility for pickup in these areas.
  - b. **House line Service to Hardship Customers** - Hardship Customers shall be defined as medically disabled or elderly residential customers as approved by the City. A list of Hardship Customers shall be provided by the City to the Contractor and updated at least monthly with notice to the Contractor as provided herein:
    - i. The Contractor shall collect once weekly from each Hardship Customer the Solid Waste/Trash placed in front of the Hardship Customer’s residence, anywhere between the residence and the street.
    - ii. Carts and containers of Hardship Customers shall be returned to the original point of placement in front of the Hardship Customer’s residence by Contractor.

4. **Collection Vehicles** – In accordance with Section 260 of the Municipal Code of the City of Aurora, Contractor and - if used - subcontractors shall furnish the necessary vehicles for the collection of Solid Waste/Trash in non-leakable vehicles provided with tops or coverings to guard against spillage and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
5. **Definitions** – Whenever the term "Solid Waste/Trash," is used in these specifications, it shall be construed as follows:

Solid Waste/Trash: Garbage, refuse and other discarded materials including, but not limited to, solid and semi-solid waste materials resulting from industrial, commercial, agricultural, governmental and domestic activities, but does not include hazardous waste as defined in Sections 260.360 to 260.432, RSMo., recovered materials, overburden, rock, tailings, matte, slag or other waste material resulting from mining, milling or smelting. Solid waste does not include "Yard Waste" as defined herein.

- A. *Commercial Solid Waste*: Solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment and multiple-housing facilities with more than twenty (20) dwelling units.
- B. *Residential Solid Waste/Trash*: Solid waste resulting from the maintenance and operation of dwelling units, excluding multiple-housing facilities with more than twenty (20) dwelling units.

Solid Waste/Trash shall not include household hazardous waste such as wet paint, pesticides, strong cleaning agents, tires, auto batteries, and combustibles of all kinds. Solid Waste/Trash shall not include ashes stored in ash pits, parts of trees, bushes and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one able-bodied person for removal.

Large Household Items: Contractor will provide collection and disposal of one Large Household Item per residential unit per month free of charge (**date to be defined by the contractor**).

Residents shall contact the Contractor 48-hours in advance of the pick-up day to notify the Contractor of the Large Household Item pick-up. Any additional Large Household Items placed at the curb will be subject to an additional fee as outlined in the RFP and will be billed directly to the resident by the Contractor. Large household items mean those items other than normal household trash including, but not limited to: appliances, furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, hazardous materials, construction materials and other items as mutually agreed upon by the vendor and the City.

6. **Special Pick-Ups** – shall be defined as large household items as defined above and any

other items that cannot be disposed of at landfills, **not including hazardous waste**. Property owner must schedule the pick-up with the Contractor with at least 48-hours' notice, prior to pick-up. Contractor shall provide a contact name, phone number and email address. This information will be placed on the City website for residents to contact regarding said pick-ups. Each pick-up of this type will be billed to the resident directly by the Contractor. Construction materials generated by building contractors or residents are not a part of this pick-up. Building contractors or residents would be expected to secure roll-off service independent of this contract for pick-up of construction materials.

7. **Holiday Schedule** – The Contractor shall provide to the City a list of the Contractor's recognized holidays. No collections shall be required on those recognized holidays. Contractor will provide an annual alternative collection plan for those recognized holidays.
8. **Collection Routes** – The Contractor shall establish permanent routes for the collection of Solid Waste/Trash. The Contractor's collection schedule and collection routes shall be filed with the City Manager, or their designee as provided in writing.
9. **Collection Times** – No collection shall be made before 6:00 a.m. or after 6:00 p.m., except by express authorization of the designee of the City. No regular collections shall be made from any types of premises on weekends. Saturdays may be permitted for special pickup events and missed pickups from the regular pickup day.

## 10. Residential Containers

**This Contract requires carts for all residential customers with carts provided by the Contractor.**

The Contractor shall provide 96-gallon wheeled containers with hinged lids for Solid Waste/Trash collection (or an alternative 65-gallon container if requested). Up to two additional bags outside of the container will be allowed for collection and disposal.

Residents may request additional carts for Solid Waste/Trash disposal for an additional monthly fee. Requests for additional carts shall be made to the City by the resident and provided to the Contractor on a weekly basis. The Contractor will be required to notify the City on a weekly basis regarding the status of delivery of the additional Solid Waste/Trash carts.

## 11. Cleanliness

In the collection of Solid Waste/Trash, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive. Furthermore, the Contractor agrees to replace any receptacle, can or lid damaged by it or its employees. When conducting Solid Waste/Trash collection, Contractor shall leave the premises in a neat and clean condition. Empty containers are to be placed back in place and not left in a manner that would create a traffic hazard or nuisance or

thrown on the ground.

Contractor will not be allowed to transfer Solid Waste/Trash from truck to truck in residential areas except where small pickup trucks are utilized in certain areas of the City and need to dispose their loads into a larger vehicle. Any locations within the City where Contractor intends to transfer Solid Waste/Trash from small pickup trucks to larger vehicles must be pre-approved by the City, in writing.

In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the City right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of request from the City to correct the issue to the satisfaction of the City.

## **12. Contractor Report Daily**

The Contractor shall designate a supervisor for collection crews working within the City to assure the duties of such crews are completed per the contract between the City and the Contractor. On days of collection, a responsible representative of the Contractor shall report to the City designee to receive any complaints regarding said collection service.

In addition, the supervisor must be accessible via a cell phone between the hours of 7:00 a.m. and 7:00 p.m. on days when collections are made in the City. The cellphone number shall be available to the City designee of the City for direct contact but not for use by the general public.

## **13. Customer Service Standards**

- a. The Contractor is responsible for collecting 99% of customers on the day scheduled for pickup. If the contractor fails to collect 99% of customers on the regularly scheduled collection day, a penalty of \$2,000 will be deducted from the Contractor's monthly billing.
- b. The City will be the sole judge as to the sufficiency of the work performed by Contractor.
- c. In the event of an emergency or failure by the Contractor to be able to adequately perform residential Waste/Trash collection services, the Contractor shall immediately contact the City designee. If direct conversation between the Contractor and the City Designee is not possible, the Contractor shall contact the Police Department for the City. The Contractor shall follow the instructions of the City to ensure the public health, safety, and welfare of the City.
- d. All complaints received by the Contractor or the City before noon shall be resolved by 7:00 p.m. on the day the complaint was received by Contractor. All complaints received by Contractor after noon shall be resolved by noon the following day. If a pickup is missed and confirmed between the City and Contractor fails to resolve the complaint within the timeframes allowed, a penalty of one-hundred dollars (\$100.00) for each unit missed, will

be assessed and deducted from the Contractor's billing. The Contractor shall maintain a daily log of all complaints received and the time that the complaint was resolved. The Contractor shall provide a monthly report to the City, which will include copies of the daily reports of complaints and the resolutions for the prior month.

- e. The City will be the sole judge as to the sufficiency of the work performed by Contractor.

#### 14. **Customer Service Center**

The Contractor will operate and maintain a Customer Service Center with the following minimum standards:

1. Open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by Customer Service Representatives.
2. During all other times, calls to the Customer Service Center will be received by an answering service or machine. Those calls received by an answering service or machine must be returned before the close of business the same day or by noon the following business day if received after 5 p.m. - including calls received Friday evening/night and Saturday.
3. The Contractor shall implement procedures approved by the City whereby complaints can be received via e-mail and website. Written confirmation of receipt or resolution will be provided to the resident by the close of business the same day or by noon the following day if received after 5 p.m. including Friday evening/night and Saturday.

15. **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 or performance on the part of the Contractor and shall cover each vehicle used in the work covered by this agreement. The General Terms and Conditions section in Appendix C of this contract outline the specifics of the coverage to be provided. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory by the City and duly licensed or permitted to carry on such business in the State of Missouri and the City. 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 sixty (60) days prior written notice having been given the City. All certificates of insurance shall specifically list the City as an additional insured with respect to the policies related to the specifications and this contract.

16. **Laws** – The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in the City of Aurora Code of Ordinances. The Contractor shall at all times comply with all ordinances and regulations of Lawrence County, and any rules and regulations issued by the State of Missouri.



17. **Volume Report** – Prior to the fifteenth of each month, the Contractor shall complete a Solid Waste/Trash monthly volume report for the prior month. No payment shall be sent to the Contractor unless the volume report has been provided and is current.

18. **City Facilities Commercial Services**

The City of Aurora will require Commercial Solid Waste/Trash Collection Services from the vendor that is awarded the Residential Waste/Trash Collection Services contract for all city facilities with no additional charge for this service to be incurred by the City. The locations and dumpster/bin size will be mutually agreed upon with the vendor and will commence at the time that residential collections services begin (on or about March 1, 2023)

19. **Administration and Billing** - Pricing should assume that the City will be responsible for the billing component to the residents of the City. The Contractor will send a single monthly bill to the City and be paid within 30 days of the receipt of such bill. Base charge billing will be handled by City staff. Special pickups priced separately from the base pricing will be billed by the Contractor directly to the residential customer. The City will not be responsible for collection or billing of Special Pickups. The City will grant the successful bidder the exclusive franchise for a period of three years to provide these services to the City residents as set forth in this contract.

**REQUIRED SERVICES TO BE PROVIDED**

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

- a) Solid Waste/Trash is to be picked up once a week in Contractor-supplied containers placed at the curb line from residential dwelling units.
- b) A single large household item is to be collected at the curb line of the residential dwelling once a month at a date set by the Contractor. Additional Large Household Items can be collected on an on-call basis. The resident will need to call or email the Contractor with his/her address so the Contractor can schedule a pick-up 48- hours in advance. Charges for the service will be billed directly to the resident by the Contractor.

## **APPENDIX B CONSUMER PRICE INDEX**

The Contractor will use the "Consumer Price Index" for Garbage and Trash Collection 12-month average report released in October of each year as issued by the U.S. Dept. of Labor to calculate the proposed renewal rates for solid waste collection and disposal. An example of this information can be found at: <https://www.bls.gov/news.release/cpi.toc.htm>

## **APPENDIX C GENERAL TERMS AND CONDITIONS**

### **A. Procedures**

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the City designee or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by any other person. The City designee will designate authorized representatives in writing. Both the City of Aurora and the Contractor must approve any changes to the contract in writing.

### **B. Contract Period**

Award of this contract is anticipated to be scheduled for December 13th, 2022. The City desires to enter into a contract for three (3) years with two (2) Council-approved extensions for an additional two (2) years each. The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City.

### **C. Insurance**

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten (10) calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforced or that coverage purchased for three (3) years after contract completion date.

### **D. General Liability:** Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

Minimum Limits General Liability:

- \$1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Rented Premises
- \$ 5,000 Medical Expense Limit
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$ 50,000 Fire Damage Limit

Excess/Umbrella Liability

- \$5,000,000 Each Occurrence
- \$5,000,000 Aggregate

Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits Automobile Liability:

- \$1,000,000 Combined Single Limit
- \$1,000,000 Each Occurrence Limit
- \$5,000 Medical Expense Limit

Workers' Compensation: Limit as required by the Workers' Compensation Act of Missouri, Employers Liability: \$1,000,000 from a single carrier.

**E. Hold Harmless Clause**

The Bidder/Contractor shall, during the term of the agreement indemnify, defend, and hold harmless the City, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree.

**F. Exemption from Taxes**

The City is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax-exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

**G. Employment Discrimination by Contractors Prohibited/Wages/Information**

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disabilities, or sexual orientation except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

**H. Invoicing**

The Contractor shall submit invoices to the City for services on a monthly basis.

**I. Notice**

Except as may be otherwise specifically required herein, all notices to be given according to this agreement shall be in writing and may be given, served or made by delivery in person to the addressee, or by facsimile or email, or by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested, or by hand-delivery provided by a bonded and insured courier operating in the Springfield, Missouri area. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this agreement from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to City:

City of Aurora, Missouri  
P.O. Box 30  
Aurora, MO 65605

If to Contractor: (To be completed upon execution)

**J. Educational Materials**

Contractor shall assist and cooperate with City in the delivery of any educational or information materials regarding the costs, charges, provision of services, scheduling of pickups or any other services provided by Contractor under the terms of this contract. City may utilize postings on social media, mass mailing via U.S. Postal Service, inclusion of materials in the monthly billing statements to customers, door hangers or posting on the City website to complete the delivery of educational or information materials and may utilize any one or more of the foregoing options at its sole discretion.

**K. Severability**

In the event that any provision of this contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

**L. Applicable Laws**

This contract shall be governed in all respects by federal law and the laws of the State of Missouri. All work performed shall be in compliance with all applicable City codes.

**M. Drug/Crime Free Workplace**

Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on City property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
3. Any crimes committed while on City property.

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City in addition to any criminal penalties that may result from such conduct.

**N. Escalation of Fees**

After the initial contract year, the Consumer Price Index shall be used to determine any increases that would occur for the following years. The City shall be notified by November 1<sup>st</sup> each year of any increases that may occur and shall be provided with the completed Consumer Price Index calculations as shown on the example in Appendix B. If not notified by said date the price would hold for the next year.

**O. Permits**

Contractor shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services

described in this RFP. Included in these permits will be the "Occupational License and/or Business License" required of all contractors doing business within the City limits. This permit can be obtained from the office of the City Clerk located at 2 W. Pleasant, Aurora, Missouri.

**P. Rejection of Bids**

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. The City further reserves the right to negotiate with any and all bidders or others for more favorable terms or prices including alternates to the bond, and to award the contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive bid, and to select the bid deemed most advantageous to the City.

**Q. Performance Bond**

The Contractor shall within fifteen (15) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of \$250,000, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents for a period of sixty (60) days, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents.

Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

**R. Payment Bond**

The Contractor shall within fifteen (15) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of \$250,000, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri.

The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

**S. Affidavit of Work Authorization and Documentation:**

Pursuant to Section 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- submitting the attached AFFIDAVIT OF WORK AUTHORIZATION, and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

**PLEASE NOTE: The following affidavit must be completed and returned with RFP**

**E - VERIFY AFFIDAVIT**

(as required by Section 285.530 ,RSMo)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge,  
(a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or (b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: \_\_\_\_\_

Company: \_\_\_\_\_

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

1. I am of sound mind and capable of making this affidavit and am personally acquainted with the facts stated herein.
2. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City: Project: Residential Waste/Trash Collection 09/2022.
3. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
4. Attached hereto is documentation affirming Contractor’s enrollment and participation in a federal work authorization program with respect to the employees working in



connection with the contracted services.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

My Commission Expires: \_\_\_\_\_

*PLEASE NOTE:* Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security -Verification Division.

**INSTRUCTIONS FOR RESPONDING TO: Residential Waste/Trash Collection RFP  
09/2022**

**Please Remit**

\* One (1) original signed unbound proposal

\* Two (2) copies of original signed proposal

<input checked="" type="checkbox"/>	<b>PROPOSAL CHECKLIST TO INCLUDE WITH PACKET</b>
	Form A - Commitment to sign Agreements
	Form B - Contractor Disclosures
	Form C - Experience/References
	Form D - Work Agreement
	Form E - Proposal Pricing (Including unit prices, where required)
	Form F - Addenda, if applicable
	Form G - Monthly Volume Report
	Federal Work Authorization / E-Verify - Attach to original

**Total of three (3) proposals submitted**

**MUST BE RECEIVED BY: DECEMBER 1, 2022 10:00 a.m.**

**PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL – RESIDENTIAL WASTE/TRASH  
COLLECTION RFP 09/2022" WITH YOUR COMPANY NAME PRINTED ON IT AND  
SUBMIT IT TO THE AURORA CITY CLERK, KAMY KULOW AT:**

**AURORA CITY HALL  
2 W. PLEASANT  
AURORA, MO 65605**

Any questions regarding this Request for Proposal shall be submitted to City Manager, Jon  
Holmes at 417-678-5121 or [jholmes@auroramogov](mailto:jholmes@auroramogov)

**RESIDENTIAL WASTE/TRASH COLLECTION SERVICES RFP 09/2022  
PROPOSAL FORM A**

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) \_\_\_\_\_having authority to act on behalf of  
(Company name) \_\_\_\_\_do hereby  
acknowledge that (Company name) \_\_\_\_\_will be bound by all  
terms, costs, and conditions of this proposal for a period of 90 days from the date of submission;  
and commit to sign the Agreements.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street

ADDRESS: \_\_\_\_\_  
City State Zip

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

DATE: \_\_\_\_\_  
(Month-Day-Year) Signature of Officer/Title

DATE: \_\_\_\_\_  
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):

Check One:  
\_\_\_\_\_ MBE (Minority Owned Enterprise)  
\_\_\_\_\_ WBE (Women Owned Enterprise)  
\_\_\_\_\_ Small Business

**RESIDENTIAL WASTE/TRASH COLLECTION SERVICES RFP 09/2022**  
**PROPOSAL FORM B**  
**CONTRACTOR DISCLOSURES**

*The Firm submitting this RFP shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Firm shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.*

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise?  
Yes \_\_\_\_ No \_\_\_\_
  
2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise?  
Yes \_\_\_\_ No \_\_\_\_
  
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?  
Yes \_\_\_\_ No \_\_\_\_
  
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project?  
Yes \_\_\_\_ No \_\_\_\_
  
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked?  
Yes \_\_\_\_ No \_\_\_\_
  
6. Have any liens have been filed against the Firm as a result of its failure to pay subcontractors, suppliers, or workers?  
Yes \_\_\_\_ No \_\_\_\_
  
7. Has the Firm been denied bonding or insurance coverage, or been discontinued by a surety or insurance company?  
Yes \_\_\_\_ No \_\_\_\_
  
8. Has the Firm been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws?  
Yes \_\_\_\_ No \_\_\_\_

*\*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business?  
Yes \_\_\_\_ No \_\_\_\_

10. Has the Firm been the subject to any bankruptcy proceeding?  
Yes \_\_\_\_ No \_\_\_\_

## **Legal Matters**

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?  
Yes \_\_\_\_ No \_\_\_\_ If yes, provide details in an attachment.
2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months?  
Yes \_\_\_\_ No \_\_\_\_ If yes, provide details in an attachment.

## **Required Representations**

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in the City.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.
7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

**RESIDENTIAL WASTE/TRASH COLLECTION SERVICES RFP 09/2022**

**PROPOSAL FORM C**  
**EXPERIENCE / REFERENCES**

To be eligible to respond to this RFP, the proposing Firm must be in business for a minimum of 3 years and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Aurora.  
\*Please list any Municipalities that you have done work for in the past 48 months.

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months. Please include ONLY the following information:

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

State the number of Years in Business: \_\_\_\_\_

State the current number of personnel on staff: \_\_\_\_\_

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	



<b>COMPANY NAME</b>	
<b>ADDRESS</b>	
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	

**RESIDENTIAL WASTE/TRASH COLLECTION SERVICES RFP 09/2022**  
**PROPOSAL FORM D**  
**WORK AGREEMENT**

Proposal of \_\_\_\_\_ organized and existing  
(Company Name)

under the laws of the State of \_\_\_\_\_, doing business

as \_\_\_\_\_ (\*)

To Aurora, Missouri:

In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City RESIDENTIAL WASTE/TRASH COLLECTION RFP 09/2022.

This work is to be performed in strict accordance with the Agreement, Scope of Services and Special Provisions and all Appendixes, including addendum number(s) \_\_\_\_\_, issued thereto, receipt of which is hereby acknowledged for the prices shown on the attached Proposal Form E.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

(\*) Insert "a corporation, a partnership, or an individual" as applicable.

**RESIDENTIAL WASTE/TRASH COLLECTION SERVICES RFP 09/2022**  
**PROPOSAL FORM E**  
**CONTRACTOR PROPOSAL PRICING**

1. Pricing for the items below shall reflect once-per-week, year-round pickup as defined under "Residential Dwelling Unit" of the RFP:

	<b>Contractor Provided Carts</b>
Base Bid, Monthly charge for curbside Solid Waste/Trash collection (per residential dwelling unit)	
Additional monthly tipping fees for additional Solid Waste/Trash carts (per additional cart)	

2. Charge to residential customer for each Special Pick-Up as defined in Appendix A, Item 6 on page 13 and 14 of this RFP:

Charge per Special Pick-Up: \_\_\_\_\_

**PICK UP SCHEDULE AND ROUTES DISCUSSION**

1. Include a proposed route map and a proposed schedule of what day/days pick up would occur for the City. Final Approved Routes and pick-up days will be finalized with the successful bidder.
2. Include list of holidays and proposed alternative pickup schedule for those holidays.
3. Include a proposed "ramp-up" schedule for services that you anticipate will be required for effective citywide service delivery.
4. Will you be able to provide service beginning on March 1, 2023?  
Yes \_\_\_\_ No \_\_\_\_

If not, when will you be available to provide service to Aurora?  
Estimated Date: \_\_\_\_\_

5. Please provide any information about any observed problem areas, or other impediments that would need to be resolved in performing collection activities in order for you to perform the requested services in a timely and efficient manner.

**RESIDENTIAL WASTE/TRASH COLLECTION SERVICES RFP 09/2022  
BID PROPOSAL FORM F  
ADDENDA ACKNOWLEDGEMENT FORM**

The following form acknowledges receipt of addenda, changes, or clarification (if any) to the issued RFP.

**BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM AS ISSUED BY THE SOLICITING ORGANIZATION:**

<b>Addendum No.</b> _____	<b>Addendum No.</b> _____
<b>Addendum No.</b> _____	<b>Addendum No.</b> _____
<b>Addendum No.</b> _____	<b>Addendum No.</b> _____

**Company Name** \_\_\_\_\_

**By** \_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
Print or type name and title of signer

**Company Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Fax** \_\_\_\_\_

**Email** \_\_\_\_\_

**Date** \_\_\_\_\_

**RESIDENTIAL WASTE/TRASH COLLECTION SERVICES RFP 09/2022  
BID PROPOSAL FORM G**

**MONTHLY VOLUME REPORT CITY OF AURORA, MISSOURI**

**MONTH OF \_\_\_\_\_**

**RESIDENTIAL WASTE/TRASH COLLECTION – TONS COLLECTED: \_\_\_\_\_**

**TONS YTD**

**TRASH \_\_\_\_\_**

**NO. OF YTD NO.**

**MONTHLY BULK ITEMS: \_\_\_\_\_**

**YEAR-TO-DATE BULK ITEMS: \_\_\_\_\_**

This form, or a similar form, is to be emailed to the designated City contact on or before the 15th of each month and before payment is to be made.

**BILL NO. 2022-3262**

**ORDINANCE NO. 2022-3262**

**AN ORDINANCE OF THE CITY OF AURORA, MISSOURI CREATING CHAPTER 260, SOLID WASTE ORDINANCES, WITHIN TITLE II, PUBLIC HEALTH, SAFETY AND WELFARE OF THE MUNICIPAL CODES OF THE CITY OF AURORA, MISSOURI, ESTABLISHING AND PROVIDING FOR SOLID WASTE SERVICES BY THE CITY OF AURORA, MISSOURI WITHIN THE CORPORATE LIMITS OF THE CITY OF AURORA, MISSOURI.**

**WHEREAS**, the City of Aurora, Missouri is a City of the third class and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the constitution and laws of the State of Missouri, and;

**WHEREAS**, the City of Aurora believes that providing residential solid waste collection services for the Aurora community is essential for ensuring and promoting the health, safety, welfare, cleanliness, and beautification of the Aurora Community; and

**WHEREAS**, in accordance with RSMo §260.247, on December 22<sup>nd</sup>, 2020, the Aurora City Council Approved Resolution No. 2020-1768 directing the Aurora City Manager to begin notification of entities providing solid waste collection services within the City of Aurora, Missouri of the intent of the City of Aurora to begin providing solid waste collection services within the City of Aurora; and

**WHEREAS**, in accordance with RSMo §260.247, Letters of Notification were sent out on December 30, 2020 to solid waste collection businesses that were operating within the City of Aurora, Missouri at that time, along with a copy of Resolution No. 2020-1768 notifying these businesses of the City of Aurora's intent to begin providing solid waste services on or around March 1, 2023; and

**WHEREAS**, City Staff has complied with the timeline that the Aurora City Council established within Resolution No. 2020-1768, and has ensured compliance with RSMo §260.247; and

**WHEREAS**, it is necessary and proper to establish rules, policies and procedures for the efficient and effective provision of Solid Waste services by the City of Aurora, Missouri, the City Council of the City of Aurora establish the following ordinances regarding solid waste services provided by the City of Aurora Missouri.

***NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA:***

**Section 1:** The City Council of the City of Aurora hereby approves and authorizes the following ordinances for the provision of Solid Waste Services by the City of Aurora, Missouri:

**SOLID WASTE**

**Section 260.010 Definitions.**

For the purposes of this Chapter, the following terms shall be deemed to have the meanings indicated below:

**BULKY RUBBISH**

Non-putrescible solid wastes consisting of combustible and/or non-combustible waste materials from dwelling units, commercial, industrial, institutional or agricultural establishments which are either too large or too heavy to be safely and conveniently loaded in solid waste transportation vehicles by solid waste collectors with the equipment available therefor.

**CITY**

The City of Aurora, Missouri.

**COLLECTION**

Removal of solid waste from its place of storage to the transportation vehicle.

**COMMERCIAL SOLID WASTE**

All solid waste generated from a source other than a dwelling unit.

**CONTRACTOR**

Such person, firm or corporation as may be contracted with to provide solid waste transportation and disposal for the City.

**CURBSIDE**

A location adjacent to and not more than five (5) feet from any street.

**DEMOLITION AND CONSTRUCTION WASTE**

Waste materials from the construction or destruction of residential, industrial or commercial structures.

**DIRECTOR**

The Director of the Solid Waste Management Program of the City. The Director of the Solid Waste Management Program of the City shall be the City Manager or his/her designee.

**DISPOSABLE SOLID WASTE CONTAINER**

Disposable plastic or paper sacks with a capacity of twenty (20) to thirty-nine (39) gallons or, if specifically designated for storage of solid waste, a maximum of fifty-five (55) gallons.

**DWELLING UNIT**

Any room or group of rooms located within a structure and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating. Units of multiple-housing facilities may be billed as dwelling units upon request by the owner of said dwelling units.

**GARBAGE**

Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food.

**HAZARDOUS WASTES**

Any waste or combination of wastes, as determined by the Missouri Hazardous Waste Management Commission by rules and regulations, which, because of its quantity, concentration or physical, chemical or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or pose a present or potential threat to the health of humans or the environment.



## **MAJOR APPLIANCES**

Clothes washers and dryers, water heaters, trash compactors, dishwashers, conventional ovens, ranges, stoves, wood stoves, air-conditioners, refrigerators and freezers.

## **MULTIPLE-HOUSING FACILITY**

A structure containing more than one (1) dwelling unit under one (1) roof.

## **OCCUPANT**

Any person who, alone or jointly or severally with others, shall be in actual possession of any dwelling unit or of any other improved real property, either as owner or as a tenant.

## **PERSON**

Any natural individual, firm, partnership, trust, association or corporation. As applied to partnerships or associations, the word includes the partners or members thereof; and as applied to corporations, it includes the officers, agents or employees thereof who are responsible for the act referred to.

## **PROCESSING**

Incinerating, composting, baling, shredding, salvaging, compacting and other processes whereby solid waste characteristics are modified or solid waste quantity is reduced.

## **PROHIBITED ITEMS**

Items which are eliminated by State law from being disposed of in a solid waste disposal area including, but not limited to, major appliances, waste oil, lead acid batteries, waste tires and the like as the same may be now or hereafter defined by State law.

## **RESIDENTIAL SOLID WASTE**

Solid waste resulting from the maintenance and operation of dwelling units, excluding multiple-housing facilities with more than twenty (20) dwelling units.

## **SOLID WASTE**

Garbage, refuse and other discarded materials including, but not limited to, solid and semi-solid waste materials resulting from industrial, commercial, agricultural, governmental and domestic activities, but does not include hazardous waste as defined in Sections 260.360 to 260.432, RSMo., recovered materials, overburden, rock, tailings, matte, slag or other waste material resulting from mining, milling or smelting. Solid waste does not include "Yard Waste" as defined herein.

- A. *Commercial Solid Waste:* Solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment and multiple-housing facilities with more than twenty (20) dwelling units.
- B. *Residential Solid Waste:* Solid waste resulting from the maintenance and operation of dwelling units, excluding multiple-housing facilities with more than twenty (20) dwelling units.

## **SOLID WASTE CONTAINER**

Receptacle used by any person to store solid waste during the interval between solid waste collections.

## **SOLID WASTE DISPOSAL**

The process of discarding or getting rid of unwanted material. In particular the final disposition of solid waste by man.

## **SOLID WASTE MANAGEMENT**

The entire solid waste system of storage, collection, transportation, processing and disposal.

### **STORAGE**

Keeping, maintaining or storing solid waste from time of its production until the time of its collection.

### **TRANSPORTATION**

The transporting of solid waste from the place of collection or processing to a solid waste processing facility or solid waste disposal area.

### **YARD WASTES**

Leaves, grass clippings, yard and garden vegetation and Christmas trees. The term does not include stumps, roots or shrubs with intact root balls.

#### **Section 260.020 Solid Waste Storage.**

- A. The occupant of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste within the corporate limits of the City shall provide sufficient and adequate containers for the storage of all solid waste, except bulky rubbish and demolition and construction waste, to serve each such dwelling unit and/or establishment and to maintain such solid waste containers at all times in good repair.
- B. The occupant of every dwelling unit and of every institutional, commercial, business, industrial or agricultural establishment shall place all solid waste to be collected in proper solid waste containers and shall maintain such solid waste containers and the area surrounding them in a clean, neat and sanitary condition at all times. Accumulation of waste in suitable containers shall not be stored upon any site in the City for a period longer than seven (7) days.
- C. Commercial solid waste shall be stored in solid waste containers as approved by City Staff. The containers shall be waterproof, leakproof and shall be covered at all times except when depositing waste therein or removing the contents thereof.
- D. Solid waste containers which are not approved will be collected together with their contents and disposed of.

#### **Section 260.030 Collection of Solid Waste.**

- A. The City shall provide for the collection of solid waste as follows:
  1. *Collection of residential solid waste.* The City shall provide for the collection of residential solid waste in the City, provided however, that the City may provide the collection service by contracting with a person, business, County or other City or a combination thereof for the entire City or portions thereof as deemed to be in the best interests of the City.
  2. *Other collections.* The City may, at its discretion, provide commercial solid waste collection services upon specific application of the owners or persons in charge thereof. However, in the event that such application is not made or approved, it shall be the duty of such establishment to provide for collection of all solid waste produced upon any such premises in a manner approved by City. If and when the City does provide commercial collection service, the provisions herein concerning such service shall apply.
- B. All solid waste from premises to which collection services are provided under contract with the City shall become the property of the collection agency upon being loaded into the transportation equipment.

- C. Solid waste containers as required by this Chapter for the storage of residential solid waste shall be placed at curbside for collection but shall not be so placed until after 6:00 P.M. on the day next preceding the regularly scheduled collection day. Containers shall be removed from curbside no later than 8:00 P.M. on the day of collection. No alley service shall be allowed under the terms of this Chapter, except as approved by the City Council.
- D. Individuals desiring the collection of bulky rubbish shall deal directly with those licensed by the City for the collection of the same.
- E. Solid waste collectors, employed by the City or a solid waste collection agency operating under contract with the City, are hereby authorized to enter upon private property for the purpose of collecting solid waste therefrom as required by this Chapter. Solid waste collectors shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste.
- F. It shall be the responsibility of the occupants of each dwelling unit to prepare, package and deliver solid waste to curbside for collection as prescribed in this Chapter and as it may be amended from time to time.
- G. It shall be the responsibility of each commercial, industrial, institutional or other non-residential generator of solid waste to prepare, package and store solid waste so generated as prescribed by this Chapter and as it may be amended from time to time.
- H. It shall be the responsibility of every solid waste collector to abide by this Chapter and receive and transport solid waste in a manner consistent with the provisions of this Chapter.
- I. The following frequencies shall apply to collections of solid waste within the City:
  - 1. All residential solid waste, other than bulky rubbish, shall be collected at least once weekly. Six (6) days shall intervene between collections.
  - 2. All commercial waste shall be caused to be collected once weekly by the owner or operator therefor and shall be collected at such lesser intervals as may be fixed by the Director upon a determination that such lesser intervals are necessary for the preservation of the health and/or safety of the public.
- J. Residential solid waste containers shall be stored upon the residential premises. Commercial solid waste containers shall be stored upon private property, unless the owner shall have been granted written permission from the City to use public property for such purposes. The storage site shall be well-drained, fully accessible to collection equipment, public health personnel and fire inspection personnel.
- K. All solid waste collectors operating under contract with the City or otherwise collecting solid waste within the City limits shall be responsible for the collected solid waste from the point of collection to the point of disposal, provided the solid waste was stored in compliance with the applicable Sections of this Chapter. Any spillage or blowing litter caused as a result of the duties of the solid waste collector shall be collected and placed in the transportation vehicle by the solid waste collector.
- L. Commercial and Residential Haulers shall pay the City five percent (5%) of gross sales within the City. Payments will be made to the City on a quarterly basis. This fee shall be used for enforcement of solid waste disposition, and ancillary solid waste activities such as recycling, collection events, yard waste collection, and other related activities.
- M. It shall be unlawful for any person, firm or corporation collecting and disposing of rubbish, garbage or waste material from premises in the residential districts or premises in any commercial

district which abuts or adjoins a residential district in the City to make such collection or dispose of rubbish, garbage or waste materials between the hours of 10:00 P.M. and 6:00 A.M.

**Section 260.040 Bulky Rubbish.**

- A. The Director shall establish the procedure and fees for collecting bulky rubbish.
- B. Individuals desiring the collection of bulky rubbish shall deal directly with those licensed by the City for the collection of the same.
- C. Bulky rubbish shall also be collected by request to the Director.

**Section 260.050 Transportation of Solid Waste.**

- A. All vehicles transporting solid waste within the City of Aurora shall be maintained in a safe, clean and sanitary condition and shall be so constructed, maintained and operated as to prevent spillage of solid waste therefrom. All vehicles to be used for transportation of solid waste shall be constructed with watertight bodies and with covers which shall be an integral part of the vehicle or shall be a separate cover of suitable material with fasteners designed to secure all sides of the cover to the vehicle and shall be secured whenever the vehicle is transporting solid waste or, as an alternative, the entire bodies thereof shall be enclosed with only loading hoppers exposed. Provided however, other vehicles may be used to transport bulky rubbish which because of its size or weight is not susceptible to being loaded or unloaded in vehicles described above, but in no event shall such vehicles be operated without adequate cover or binding to prevent spillage or waste therefrom and in accordance with the rules and regulations made by the Council.
- B. Permits shall not be required for the removal, hauling or disposal of earth and rock material from grading or excavation activities. However, all such material shall be conveyed in tight vehicles, trucks or receptacles so constructed and maintained that none of the material being transported shall spill upon the public rights-of-way.
- C. Transportation and disposal of demolition and construction wastes shall be in accordance with this Section and Section **260.060**.

**Section 260.060 Disposal of Solid Waste.**

- A. Solid wastes shall be deposited at a processing facility or disposal area approved by the City and complying with all requirements of the Missouri Solid Waste Management Law, Sections 260.200 to 260.255, RSMo., and the rules and regulations adopted thereunder. The City may designate the processing or disposal facility to be utilized by persons holding permits under this Chapter.
- B. The Council may classify certain wastes as hazardous wastes which will require special handling and shall be disposed of only in a manner acceptable to the Council which will meet all local, State and Federal regulations.

**Section 260.070 Disposal of Hazardous Wastes.**

The Director may classify certain wastes as hazardous wastes which will require special handling and shall be disposed of only in a manner acceptable to the Director and which will meet all local, State and Federal regulations

**Section 260.080 Prohibited Practices.**

- A. It shall be unlawful for any person to:
  - 1. Deposit solid waste in any solid waste container other than his/her own without the written consent of the owner of such container. No person shall throw, dump, deposit or cause

to be thrown, dumped or deposited litter on property owned by another person without the permission of the owner or occupant of such property. If an object of litter is discovered on another person's property and permission has not been given to use the property for such purpose, then it shall be presumed that the person whose name appears on the object thrown, dumped or deposited caused it to be thrown, dumped or deposited there. If the throwing, dumping or depositing of litter was done from a motor vehicle, except a motorbus, it shall be presumed that the throwing, dumping or depositing was done by the driver of the motor vehicle. Presumptions in this Section may be overcome by proof that the person identified from the litter, caused the litter to be collected and transported for disposal at an approved site by a person licensed by the City to collect and dispose of solid waste.

2. Interfere in any manner with solid waste collection and transportation equipment or with solid waste collectors in the lawful performance of their duties as such, whether such equipment or collectors shall be those of the City, those of a solid waste collection agency operating under contract with the City, or any duly licensed collector.
3. Dispose of solid waste at any facility or location which is not approved by the City and the Missouri Division of Health.
4. Engage in the business of collecting, transporting, processing or disposing of solid waste within the corporate limits of the City without a permit from the City, or operate under an expired permit, or operate after a permit has been suspended or revoked.

#### **Section 260.090 Service Charges.**

- A. There may be imposed for the collection and disposal of solid waste a service charge for each dwelling unit and each commercial establishment to which such service shall be provided under the provisions of this Chapter.
  1. The monthly service charge for the collection of residential solid waste within the City limits of the City of Aurora shall be established by the City Council from time to time by ordinance.
  2. The service and service charge shall be terminated upon presentation of satisfactory proof to the Director that any such dwelling unit or establishment is unoccupied and shall be commenced upon renewed occupancy thereof.
  3. The system of services established by the provisions of this Chapter is designed as an integral part of the City's program of health and sanitation to be operated as an adjunct to the City's system for providing sewerage disposal. The City may enforce collection of such charges by bringing proper legal action against the occupant of any premises which has received such services to recover any sums due for such services plus a reasonable attorney's fee to be fixed by the court.
  4. The service charge herein provided for is hereby imposed upon the occupant of each dwelling unit receiving such service under the provisions of this Chapter, and billing therefor shall be made to the person contracting for City sewerage service to each such dwelling unit. In the absence of information that such person is neither the owner nor the tenant of such dwelling unit, billing therefor shall be made to the owner of such property. Service charges shall be payable to the department empowered to collect service charges imposed by the City.
  5. Said service charge shall be made and included in the monthly sewer bill issued to such

person or persons and shall be in the amount as set by the City Council in accordance with the provisions hereof, but if more than one (1) dwelling unit is served by City sewerage service and included in one (1) such sewer bill, such service charge shall be multiplied by the number of dwelling units so served and included in said sewer bill. If a dwelling unit in said City is not served with City sewerage service for which a monthly water bill is not issued, a separate bill for such service charge shall be issued to the owner or occupant of such property.

**Section 260.100 Joint and Several Liability.**

The owner of any lot, parcel of land or premises having solid waste services provided through the City, and the occupant or user of such premises, shall be jointly and severally liable to pay for the services to such lot, parcel of land or premises, and all services are furnished to the premises by the City upon the condition and stipulation that services are for the benefit of such owner, occupant or user, and that upon receipt of such services the owner and occupant and user shall be jointly and severally liable therefor to the City.

**Section 260.110 Duration of A Customer's Responsibilities For Utility Service.**

A customer who has made application for utility services to include solid waste services to premises shall be held liable for all utilities furnished to the premises until such time as the customer properly notifies the Utility Billing Department of the City of Aurora to discontinue the services for the customer's account. Verification of discontinuance of services for both solid waste services and sewer services must be jointly made.

**Section 2:** The provisions of this ordinance shall be come effective on March 1, 2023.

**Section 3:** City Staff are directed to proceed with issuing of a Request for Qualification and Proposals at their earliest opportunity with an intent designating a solid waste service provider for residential solid waste collection within the corporate limits of the City of Aurora to begin March 1, 2023.

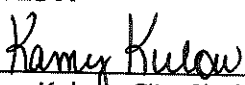
**Section 4:** City Staff are directed to prepare internal procedures for the management, billing and accounting of this service for residential customers.

***PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF AURORA,  
MISSOURI ON THIS 6<sup>th</sup> DAY OF SEPTEMBER 2022.***

**APPROVED:**

  
\_\_\_\_\_  
Jason Lewis, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Kamy Kulow, City Clerk