# CITY OF JOPLIN, MISSOURI

**REQUEST FOR PROPOSAL**

**Bid Number 2015-01**

Due Thursday, November 13, 2014 at 3 p.m.

for

**HAULING AND PROPER DISPOSAL OF**
**HOUSEHOLD HAZARDOUS WASTE**
**FROM THE JOPLIN RECYCLING CENTER**

602 South Main Street
Joplin, Missouri 64801
(417) 624-0820 extension 501 (Voice)
(417) 625-4738 (Facsimile)

## NOTICE TO BIDDERS (LEGAL NOTICE)

The City of Joplin, Missouri will accept sealed written bids until 3 p.m., Thursday, November 13, 2014 at the Joplin Public Works Department located on the fourth floor of City Hall at 602 South Main Street, Joplin, Missouri 64801 to contract for the following services:

**HAUL AND PROPERLY DISPOSE OF HOUSEHOLD HAZARDOUS WASTE FROM THE JOPLIN RECYCLING CENTER**

Specifications and bid forms are available from Mary Anne Phillips, by calling 417-624-0820, extension 501 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor. The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have the final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Leslie Haase, CPA
Finance Director

Bid Number 2015-01

Publication Date: Tuesday, October 28, 2014 Joplin Globe
Publication Date: Tuesday, October 28, 2014 Carthage Press

## INSTRUCTIONS TO BIDDERS

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**HAUL AND PROPERLY DISPOSE OF HOUSEHOLD HAZARDOUS WASTE FROM THE JOPLIN RECYCLING CENTER**

All bids shall have firm-fixed pricing and shall be honored until December 31, 2015 due to a grant funding timeline. All bids shall be exclusive of Federal, State, and City taxes. It is the intent of the specifications included with the bid document to generally describe the services desired in sufficient detail as to secure bids on comparable services.

All details not specifically mentioned that are necessary in order for the services to be performed as intended shall be included by the bidder. The service shall be in accordance with the best trade practices. All work shall be in accordance with City of Joplin standard specifications unless otherwise noted. Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within five (5) working days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

Local vendors or contractors as defined in Ordinance No. 2008-053 shall be given preference in the awarding of a bid, providing the bid is within three (3%) percent of the lowest bid from a non-local bidder on a bid or proposal from $3,000.00 up to $1,000,000.00, and within two (2%) percent on such bid or proposal from $1,000,000.00 up to $3,000,000.00, and within one (1%) percent on such bid or proposal from $3,000,000.00 to $5,000,000.00. Notify the City in writing by submitting documentation per Ordinance No. 2008-053 if you wish to be considered a local vendor. Notification must come with the bid response form. A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall.

No permit required by this article shall be issued until and unless the applicant therefor, in addition to all other requirements set forth, shall file and maintain with the Director of Public Works evidence of a satisfactory public liability insurance policy, covering all operations of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof, in the amount of not less than two million dollars ($2,000,000) for each person injured or killed, and in the amount of not less than two million dollars ($2,000,000) in the event of injury or death of two or more persons in any single accident, and in the amount of not less than one hundred thousand dollars ($100,000.00) for damage to property. Such policy may be written to allow the first five hundred dollars ($500.00) of liability for damage to property to be deductible. Should any such policy be cancelled, the director shall be notified of such cancellation by the insurance carrier in writing not less than ten days prior to the effective date of such cancellation, and provisions to that effect shall be incorporated in such policy, which

shall also place upon the company writing the policy the duty to give such notice. The City of Joplin shall be listed as a "certificate holder" and policy shall name the City as an "additional insured" before starting work on the agreement.

Evidence of worker's compensation insurance as prescribed by Missouri State Statute is required before starting work on the agreement.

Successful contractor shall also become an authorized vendor of the City of Joplin and (due to grant funding) Region M Solid Waste Management District (Region M) before an agreement can be issued. In addition to any insurance required hereunder, contractor shall agree to reimburse the City for any damage done to City property that occurs during the performance of contract.

The City of Joplin Public Works Director reserves the right to reject any or all bids.

This contract will be awarded to the lowest, responsive, responsible bidder. Bids will be evaluated based in the price provided by the bidder on the attached bid form.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from and against all claims, damages, losses, and expenses including attorney fees arising out of or resulting from the performance of the work, caused by any act or omission of Contractor, any subcontractor, and anyone for whose acts any of them may be liable.

Once the bids are reviewed and evaluated, the successful contractor will be notified in writing and will receive an authorized City of Joplin signed agreement. Verbal acknowledgements will not be considered as official notification and will not obligate the City in any way. Delivery of performance should not be completed without the receipt of an authorized signed agreement.

**Successful contractor** shall be enrolled and participating in the Federal Work Authorization Program ("FWAP") that ensures that all employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a (h) (3) and §RSMo 285.525, and that it will maintain this compliance for the entire duration of its agreement with the City of Joplin. Contractor shall agree that it does not knowingly employee any unauthorized aliens in connection with the contracted services with the City. Before service begins, contractor agrees to **provide an Affidavit of Compliance** stating that they are enrolled and participating in a **FWAP**, and that Contractor does not knowingly employ any unauthorized aliens in connection with this waste electronic hauling and recycling service. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

<u>Minimum</u> information to be submitted with each bid shall consist of the following:

1. Bid Response Form
2. Copy of EPA and State (if applicable) Identification Numbers

Questions concerning the specification and bidding procedures should be directed to
Mary Anne Phillips, Recycling Coordinator
Voice: (417) 624-0820 Ext. 501 ~ Cellular: (417) 437-7327 ~ Facsimile: (417) 625-4738
MPhillip@joplinmo.org

## SPECIFICATIONS

### SERVICES

Contractor shall haul and properly dispose of household hazardous waste to include---but is not limited to---load, test, lab pack, manifest, transport and complete all necessary reporting of (agreed upon) household hazardous waste (HHW) collected at the Joplin Recycling Center. The disposal shall include---but is not limited to---recycling, reuse, retort, bulked, wastewater processed, fuel blended or other agreed upon methods. HHW includes---but is not limited to---acids, aerosol cans, antifreeze uncontaminated, antifreeze contaminated, automotive fluids, contaminated automotive fluids, corrosive liquids, corrosive solids, flammable liquids, flammable solids, latex paint and related products, liquid pesticides, lubricants, mercury debris, oil based paint and related products, oxidizers, photographic chemicals, pool and spa chemicals, powdered/solid pesticides, pressurized gas cylinders and water based cleaners. The center also collects unknowns.

The Recycling Center is located at 1310 West A Street, Joplin, Missouri 64801, however the contractor shall enter through the Public Works Center gate at 1301 West Second Street.

The HHW is currently segregated and placed in the current contractor's drums, totes, buckets, and lined Gaylord boxes on pallets. Contractor and City staff shall mutually agree on how HHW shall be segregated and stored while waiting shipment.

The volume, specific items, and frequency of shipments will vary. Based on historic data, contractor may expect to haul an average of two (2) tons every six (6) months during the first term of the agreement. The Recycling Center accepts HHW every day that the Center is open.

Contractor shall also make arrangements with the Joplin Recycling Department and/or Region M for special collections, services or educational events around Earth Day (April 22) and/or America Recycles Day (November 15).

### SUPPLIES AND EQUIPMENT

Contractor shall provide the drums, totes, liners, Gaylord boxes, and other storage containers to be used at the Joplin Recycling Center for the collection, segregation and storage of the HHW.

### PERSONNEL

Contractor shall provide the truck and personnel for loading and hauling all HHW to the Contractor's processing facilities. Contractor may use the City's forklift and pallet jack.

### SCHEDULE

The City will notify Contractor when a shipment is ready for pick up and negotiate on special events.

**TERMS**
Per grant funding, the agreement shall be valid until December 31, 2015, with the option of a six (6) month renewal upon mutual agreement. Either party shall be able to cancel the contract with sixty (60) days written notice in the event that either party does not fulfill their obligations outlined in the terms of the agreement.

**BILLING**
Invoices for services shall be submitted to the City of Joplin Finance Department, 602 South Main Street, Joplin, MO 64801. Charges shall be based on completed services. The City of Joplin and Region M SWMD will not pay in advance of services. Invoices shall include pick up date and itemized weights. Signed, completed manifests and related documents shall be sent to the City of Joplin, attention Recycling Department. The City of Joplin and Region M SWMD will not pay for additional fees or surcharges to include---but limited to---labor, hazardous transportation, labpack/loosepack, packaging, manifest and shipping preparation, profile generation, personal protective equipment, containers, absorbents/spill kits, insurance, testing/analysis, mobilization/demobilization, billing, invoicing, environmental, fuel recovery, energy recovery, shipping, management, or late fees.

The City reserves the right to have Region M pay the contractor directly.

# *RESPONSE FORM*

## *CITY OF JOPLIN HAULING AND PROPER DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE*

COMPANY NAME _____

CONTACT NAME & TITLE _____

EPA IDENTIFICATION NUMBER _____

*Attach Documentation*

STATE IDENTIFICATION NUMBER _____

*Attach Documentation*

HOME OFFICE ADDRESS _____

BILLING ADDRESS _____

VOICE PHONE NUMBER(S) _____ FACSIMILE NUMBER _____

CELLULAR PHONE NUMBER(S) _____

SIGNATURE OF COMPANY REPRESENTATIVE _____

DATE _____

COMPANY NAME _____

**Bid Price for Household Hazardous Waste Haul and Disposal**

| ITEM | PRICE PER POUND |
|---|---|
| Acids | |
| Aerosol cans | |
| Antifreeze contaminated | |
| Antifreeze uncontaminated | |
| Automotive fluids | |
| Corrosive liquids | |
| Corrosive solids | |
| Flammable liquids | |
| Flammable liquids, bulked | |
| Flammable solids | |
| Latex paint and related products | |
| Liquid pesticides | |
| Lubricants | |
| Mercury debris | |
| Oil based paint and related products | |
| Oxidizers | |
| Photographic chemicals | |
| Pool and spa chemicals | |
| Powdered/solid pesticides | |
| Pressurized gas cylinders | |
| Water based cleaners | |
| Other | |
| Other | |
| Other | |

**Minimum Weight Required for Shipment** _____

If **"FWAP" Affidavit cannot** be supplied with the start of services in November 2014, please supply date that can be guaranteed. _____

**Comments, Notes, Variances**

_____

_____

Attach separate sheet if necessary

**SEALED BID RESPONSE DEADLINE: 3 p.m. - November 13, 2014**
**SEND TO:**
**Mary Anne Phillips**
**City of Joplin, 4th Floor, 602 South Main Street, Joplin, MO 64801**

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

## AFFIDAVIT OF COMPLIANCE
## (Missouri Unauthorized Alien Workers Act)

My name is _____ (name) _____ and I am the _____ (Title) _____ of _____ (Company Name) _____. I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____

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Affiant