

BID PACKAGE 2022-23

ON CALL SLUDGE HAULING SERVICES 2022

Bid Opening February 24, 2022 at 3:00pm

City of Joplin
Public of Works Department
602 South Main Street
Joplin, MO 64801

(417) 624-0820 Ext. 560 (VOICE)
(417) 625-4738 (FAX)

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until 3:00 P.M., Thursday, February 24, 2022 at the office of the Assistant Director of Public Works - Operations, located on the 4th floor of City Hall, 602 South Main Street, Joplin, Missouri, 64801 (or by mail to 602 South Main Street, Joplin, Missouri, 64801) to PURCHASE the following:

ON CALL SLUDGE HAULING SERVICES 2022

Specifications and bid forms are available from Lynden Lawson, by calling 417-624-0820, Ext. 560 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 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
Finance Director

Publication Date: Friday, January 21, 2022

NOTICE TO CONTRACTORS

Notice is hereby given that the City of Joplin, Missouri, will accept sealed bids at City Hall, 602 S. Main St. until 3:00 P.M, Thursday, February 24th, 2022 for making the following improvements:

ON CALL SLUDGE HAULING SERVICES 2022

This project includes the following: furnish labor, and equipment to load and land apply sludge at pre-approved sites in accordance with the Clean Water Act.

Specifications and bid forms will be available at the mandatory pre-bid. Bids must be received before 3:00 p.m. February 24th, 2022 at City Hall, 602 S. Main St. Joplin, Mo. 64801 at which time the bid opening will be conducted in the conference room located on the 4th floor at City Hall, 602 S. Main. A **mandatory pre-bid meeting** will be held **@11:00 a.m., February 17th, 2022** in the 4th floor conference room at City Hall, 602 S. Main St. Joplin, Mo. 64801.

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The contractor shall be licensed in the City of Joplin Missouri before entering the work of said contract. The City reserves the right to reject any or all bids.

The successful bidder will have to sign an agreement that they are enrolled and participating in 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§285.525.555, 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.

A bid bond for five percent of the total bid amount must accompany each bid. The successful bidder will be required to furnish a performance bond and payment bond in the amount of his bid and shall before entering on the work of said contract be licensed as a contractor of the City of Joplin, Missouri. The City reserves the right to evaluate all bids, to reject any bids and re-bid on 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 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.

GENERAL INSTRUCTIONS

All bids shall have a firm-fixed F.O.B. Joplin; Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State and City taxes.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time has elapsed will not be considered.

Preference will be given to local vendors or contractors who produce, manufacture, or market goods and/or services within the defined radius as described below; if the quality and price are comparable with all other goods and/or services offered to the City and all other factors to be considered in the bid award process are equal. 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, with the majority of its primary business operations, including but not limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within said radius. "Local" shall not include the following:

a) Those businesses with only a local post office box; or
b) Those businesses with a sales presence in said radius; or
c) Home based businesses that merely take orders for products shipped from out-of-town to their customers.

Once the bids are reviewed and evaluated, the successful vendor will be notified in writing in the form of an authorized purchase order. Verbal acknowledgements will not be considered as official notification and will not obligate the City in any way.

Minimum information to be submitted with each bid shall consist of the following:

1 Bid Form (all lines completed)
2 Bid bond

MARK BID ENVELOPES; "BID PACKAGE 2022-23 ON CALL SLUDGE HAULING SERVICES 2022; Thursday February 24, 2022 at 3:00pm"

PART 1 - GENERAL

PART 1 - GENERAL

1.1 SUMMARY

A. Scope of work:
1. Must be available to haul sludge within 48-72-hour notice.
2. Must be able to haul a normal load of 2,500 to 6,000 gallons per truck.
3. On call contract will consist of at least 250,000 gallons.
4. Contractor must provide suction and discharge hoses.
5. All sludge will be land applied on pre-approved fields only
6. Sludge will be land applied in fields within 20 miles of either of the Wastewater Treatment Facilities.
7. Sludge to be applied in accordance with the Clean Water Act

B. Bid price will include amounts per gallons for a 10-mile trip and based on a total of 250,000 gallons.

1.2 QUALITY ASSURANCE FOR CONTRACTOR

A. Hauler Qualifications: A qualified firm that is approved, authorized, or licensed by City of Joplin and has experience in hauling sludge for other municipalities.

B. Hauler must sign agreement and have the minimum General Liability Insurance.

C. Payment and Performance Bond: Contractor shall purchase 100% Payment and Performance Bonds for benefit of Owner, taxpayers and material suppliers.

D. Bid Bond of 5% will be required with bid based on 100,000 gallons.

E. Pre-bid Conference: A mandatory pre-bid conference will be scheduled by City Joplin,

F. Attendance is mandatory by the representative, owner.

G. Winning bidder will meet with City Joplin personnel, to review both plants and set up of sludge operations.

H. Winning bidder will review methods and procedures related land application of sludge, including city's written instructions and SOP's.

I. All vehicles must have safety equipment and be able to negotiate wet fields.

J. All employees employed on project must have OSHA 10-hour certification class as per State Law House Bill 1549.

K. The contractor will forfeit a penalty to the contracting public body of $2500 plus $100 for each employee employed by the contractor or subcontractor for each calendar day, or portion thereof such employee is employed without the required training. (See section 292.675, RSMO, enclosed in the laws section.)

L. E - Verify: Contractors bidding on a contract for services in excess of $5,000 to provide a sworn affidavit and supporting documentation that affirms the contripation in a federal work authorization program, such as E-

Verify, and that the bidder will not employ illegal workers for the project. A contractor is only required to provide this affidavit to the City annually.

M. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1.2 PERFORMANCE REQUIREMENTS

A. General: Provide liquid sludge hauling services that meet all regulations and ensure customer satisfaction within a reasonable time period.

B. All land application shall meet performance requirements as required in Section 2.2 Products Section for liquid sludge hauling.

1.3 **QUALITY ASSURANCE FOR CITY OF JOPLIN**

A. The Pretreatment Inspector or his designee will supervise the operation of the sludge hauling and application for this Project.

B. The winning bidder will have at least or have at minimum of five years' experience in sludge hauling and a list of municipalities that they have hailed for.

1.2 PROJECT CONDITIONS

A. Weather Limitations: Proceed with hauling only when existing and forecasted weather conditions permit the land application without run-off.

B. Daily Protection: All drivers should receive a safety and mission brief each day that the sludge hauling operations occur.

C. Vehicles need to be inspected before runs**:**

1. Walk around vehicle to ensure all hoses are tied on.

2. Ensure valves are turned off to prevent sludge from leaking from tanker.

3. Ensure plugs from drains are in place before driving the vehicle.

4. Perform other safety procedures as per the company's SOP.

2.0 **CONTRACTOR**

PART 3.0 EXECUTION

2.1 **GENERAL REQUIREMENTS**

A. Each employee will use personal protection equipment (PPE) when needed.

B. Ensure adequate temperatures and conditions before land applications.

C. Vehicles must have adequate ventilation.

D. Do not apply materials when raining or snowing.

E. Prevent materials from penetrating tanks and hoses.

F. A thorough inspection of the vehicle must be conducted by the contractor's representative.

H. Coverage rates in fields must be checked to ensure proper application of sludge.

I. City staff will take a sample of sludge prior to land applications to ensure quality of sludge.

GENERAL CONDITIONS

By executing the contract, the Contractor represents that they have visited the site, familiarized themselves with all conditions under which the work is to be performed and correlated their observations with the requirements of the contract.

The Contractor shall be responsible for any permits and licenses necessary for the execution of the work.

The Contactor shall at all times enforce proper conduct among their employees and shall not employ on the project any unfit person or any work person not skilled in the task assigned to them.

The Contractor shall have ninety (90) days upon issuance of the purchase order and receipt of a performance bond by the City to complete the project. In the event of inclement weather or any other unforeseen circumstances, extensions shall be granted; otherwise, a one hundred (100) dollar per day penalty is deducted from the contract amount if the contract is not completed in the specified time.

The Contractor shall at all time keep the premises free from accumulation of waste materials or rubbish caused by their operations. On completion of the work, Contractor shall remove all waste materials and trash from the job site, as well as tools, equipment, and surplus materials.

Any details or practices not covered by the specifications or other contract documents shall be in full compliance with current EPA and Missouri Department of Natural Resources Rules and Regulations for land application of liquid sludge or bio-solids.

City of Joplin

Bid Form

Description: On Call Sludge Hauling Services 2022

BASE BID PRICE per gallon $_____

BASE BID PRICE Per Mile $_____

COMPANY_____

ADDRESS_____

_____

SIGNATURE_____

TELEPHONE_____

MARK BID ENVELOPES" BID #2022-23 ON CALL SLUDGE HAULING SERVICES 3:00 PM February 24, 2022"

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.

_____

Affiant

THIS CONTRACT, made and entered this _____ day of _____, 2022, by and between the **City of Joplin**, A Municipal Corporation, Party of the First Part, and

CONTRACTOR

Contractor, Party of the Second Part, _____

WITNESSETH: The said party of the second part hereby agrees with said party of the first part to furnish at his own cost and expense all labor, material, machinery, plant equipment, transportation and other things that may be required therefore and to do the work in a first-class and workmanlike manner, and to pay for all labor and material, and settle all damages and judgments by reason of negligence or unauthorized acts of themselves, agents or employees, and execute in connection herewith a good and sufficient performance bond in the amount of Fifteen Thousand and NO/100 ($15,000.00) approved by the proper officer, as a guarantee to said City for:

ON CALL SLUDGE HAULING SERVICES 2022

And to perform the same in accordance with specifications of Bid Package 2022-023 and all the provisions of the Joplin City Code of 1998, as amended, and according to the City's Bid Specifications and the Contractor's Bid Response Form on file in the office of the Director of Public Works, Public Works Department. All of which are by reference made and part of this contract and to perform said work for the following prices to-wit:

Item	Unit	Quantity	Unit Price	TOTAL
Sludge Hauling	Gallons			

The Director of Public Works shall give the party of the second part notice in writing to commence said work, and the same shall be completed within 60 days. Should the party of the second part fail to complete said work on or before said date or such additional time allowed by the said date or such party of the first part, a penalty of ONE THOUSAND AND 00/100 DOLLARS ($1,000.00) per calendar day shall be deducted from the contract amount until said work is completed to the satisfaction of the Director of Public Works. Each sequence of work will include at least 250,000 gallons of liquid sludge to be hauled at a time.

Contractor represents and agrees that it is 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. Contractor agrees that it does not knowingly employ any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in

enrolled and participating in a FWAP, and that Contractor does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. 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.

And when the work embraced in this contract is fully completed agreeable to the specifications and stipulations thereof and accepted by said City and upon certification to the Director of Finance, the contractor will be paid in cash. The agreement is for one year and can be extended if both parties mutually agree to arrangement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Leslie Haase, Director of Finance

CONTRACTOR:

By _____

Printed Name _____

Title _____

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

By _____
David Herzberg, P.E., Public Works Director