

City of Montrose
Purchasing Division
433 South First Street
PO Box 790
Montrose, CO 81402



REQUEST FOR PROPOSALS

Household Hazardous Waste Collection

Issue Date: 3/28/2019

Bid Number: 19-014

Agent/Contact: Jim Scheid

Submissions Must Be Received by: April 22, 2019 at 2:00 pm Colorado Time

ADMINISTRATIVE INSTRUCTIONS

The City of Montrose is requesting formal proposals through the Request For Proposals process to host a community Household Hazardous Waste Collection event on September 7, 2019 at the City of Montrose Public Works facility located at 1221 6450 Rd in Montrose. Proposals will be publicly received and registered on April 22, 2019 at 2:00 PM at Montrose City Hall, 433 S. 1st Street, Montrose, CO 81401. Late submittals will not be accepted and it is the responsibility of the bidders to ensure that bids (including signed addenda) arrive in the city's purchasing office by 2:00 PM on the date listed above.

Complete bid packets can be downloaded from the City web page at www.cityofmontrose.org under Department Services, Purchasing, and Open Bids. Addenda will be posted to the website and it is the bidder's responsibility to download, review, sign, and include addenda with their bid.

The City reserves the right to accept or reject any or all bids, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional bids. The City of Montrose complies with all Equal Opportunity requirements. All qualified bidders will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age. The project is also bid according to the City of Montrose local preference policy in effect on the date of the bid opening and detailed in the official Municipal Code of the City of Montrose, Section 1-16-4(B).

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "City") by all prospective vendors (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests For Qualifications (hereafter "Solicitation" or Bid Solicitation).

A. CONTENTS OF BID

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings and documents which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written e-mail request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the agent/contact of the City who is authorized to act on behalf of the City, or by the City's Legal Department. The City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Bidder.
3. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
4. It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF BID

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.
2. Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.

3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
5. All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the city, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Bid Proposal shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the Bid Number, Title and Due Date when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.
8. Offers in response to formal Bid Solicitations will not be accepted by facsimile or electronic transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid.
9. Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
10. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be accounted for in the Bidder's proposal cost.
11. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST

The City does not maintain a bidder's list. Register to receive an automated email notification of new bids by visiting www.cityofmontrose.org - Department Services - Purchasing – Bid Notification.

F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1. Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable Solicitation Number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code and the City's Procurement Manual.

G. EVALUATION OF OFFERS

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The City may, in its sole and absolute discretion:
 - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
 - b. Re-advertise this Solicitation;
 - c. Postpone or cancel the Bid process for this Solicitation;
 - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
 - e. Determine the criteria and process whereby Proposals are evaluated and awarded.
3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.
4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.
5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

H. AWARD OF CONTRACT

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.
2. If the City Manager or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.
4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by the City.

L. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder. A sample contract that Bidder will be expected to sign is supplied with these Bid Documents.

SPECIAL CONDITIONS

Company Name: _____

A. MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting is scheduled for 2:00 p.m. on April 15, 2019 at the City of Montrose Public Works Facility located at 1221 6450 Rd in Montrose. There will not be a pre bid conference provided.

B. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual:

For this bid the contact is Jim Scheid at (970) 240-1481 or email: jscheid@cityofmontrose.org

Failure to abide by this requirement may result in disqualification from further participation in this process.

C. QUESTION DEADLINE

All questions regarding this Request for Proposal shall be directed by email to Jim Scheid jscheid@cityofmontrose.org. All inquiries shall clearly identify the name of the firm and the authorized representative, the RFP number and Title and a method or address to which the responses shall be made.

The deadline for receipt of questions from Bidders in regards to this RFP is April 16, 2019.

Responses will be prepared by the City in an addendum and published on the City of Montrose web site at: www.cityofmontrose.org under Department Services, Purchasing, Open bids, under this bid name. The responses in writing are the only official answers.

D. SUBMITTAL INSTRUCTIONS

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders should submit the following with their bid:

1. One original of the bid packet
2. Original signed bid addenda
3. One original of the contractor's price proposal.

Submit all of the above in a sealed envelope with the bidder's name, bid number, and project name clearly identified. Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

PROPOSAL FORM - PAGE 2

Company Name: _____

PROMPT PAYMENT TERMS:

Discount: _____ % _____ Days

Net: _____ Days

VARIATIONS:

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non- responsive and ineligible for award:

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

STATEMENT OF WORK

PURPOSE

In an effort to beautify the community and expand public services, the City of Montrose and Montrose County desire to host a one-time combined Residential Household Hazardous Waste Collection event that would include City and County residents. The goal of this event is to encourage citizens to properly collect, handle, and dispose of common household hazardous waste materials. Collected waste material shall be transported and disposed of in accordance with local, state, and federal rules, regulations, and laws. The collection site shall be conveniently located, publically accessible, and adequately staffed with trained technicians and volunteers capable of managing such an event.

EVENT DATE, TIME, & LOCATION

The 2019 City/County of Montrose Household Hazardous Waste Collection event is scheduled for:

- Saturday September 7th, 2019 8:00AM to 5:00PM
- City of Montrose Public Works Facility – 1221 6450 Rd, Montrose, CO 81401

SCOPE OF SERVICES

The minimum scope of services shall include, but is not limited to, the following:

1. Offeror shall provide all proper and necessary equipment to receive, handle, package, transport, and dispose of waste material;
2. Offeror shall provide OSHA trained technicians capable of efficiently organizing and managing the event;
3. Offeror shall draft and provide a site-specific spill prevention and containment plan;
4. Offeror shall draft and provide a site-specific Health and Safety Plan;
5. Offeror shall provide suitable and legal means of transportation for the collected waste material, manifests (copies provided to City), labeling, and any other necessary documentation for each container collected during the event. Transportation shall be managed in accordance with all applicable local, state, and federal rules, regulations, and laws. All labor and equipment rates shall be portal-to-portal for provided services;
6. Offeror shall draft and provide site-specific decontamination procedures, detailing equipment types to be used;
7. Offeror shall provide the permanent disposal facility business name, location, contact information, and legal agreement authorizing disposal of collected waste;
8. Offeror shall include utilize, coordinate, and administer the Colorado Paint Care program for all acceptable material.
9. Offerors shall provide Means and Methods for collection, containment, transportation, and disposal of the following waste materials:

Insecticides	Paints (Latex/Oil-based)	Used Motor Oil/Filters
Herbicides	Paint Thinners	Antifreeze
Pesticides	Artists' Paints	Brake Fluid
Poisons	Mineral Spirits	Degreasers
Acids	Solvents	Gasoline
Fertilizers	Turpentine	Kerosene
Chlorinated Solvents	Varnish	Transmission Fluid
Corrosives/Oxidizers	Brush Cleaners	Hydraulic Fluid
Batteries (Wet/Dry Cell)	Fluorescent Light Bulbs	Propane Tanks
Oxygen Tanks	Mapp gas tanks	
Light Ballasts	Fire Extinguishers	Smoke Detectors

(Selected company shall be required to provide the City with written certification that collected wastes were disposed of in accordance with industry best practices, local, state, and federal rules, regulations, and laws)

The following shall not be collected, recycled, reused, transported, or disposed of:

- Unidentifiable chemicals and hazardous wastes;
- Non-Residential household hazardous wastes;
- Excessive volumes or quantities of residential household hazardous wastes reasonably indicating the material was generated from a commercial or industrial facility;
- Explosive or radioactive material;
- Electronic waste

Volumes and quantities shall be limited to a maximum of twenty (20) gallons of liquid waste material (cumulative), fifty (50) pounds of dry granular, pelletized, or powder waste material (cumulative), and twenty (20) aerosol cans (cumulative) per customer.

The City will make available the following material and equipment:

- Controlled site entry;
- Traffic control devices;
- Fork lift and operator;

TRANSPORTATION

The selected company shall be responsible for providing legal and suitable packaging, containment, loading, transportation, off-loading, and permanent disposal of collected waste material.

Collection, handling, packaging, containment, transportation, and permanent disposal shall be accomplished by trained personnel and in accordance with local, state, and federal rules, regulations, and laws. Jurisdictional agencies and applicable legal acts may include, but are not limited to, the Colorado Department of Transportation (CDOT), Federal Highways Administration (FHWA), Environmental Protection Agency (EPA), Toxic Substances Control Act (TSCA), and Resource Conservation and Recovery Act (RCRA).

Equipment and vehicles used for loading and transportation of collected wastes shall be free from hazardous waste residue prior to use during this event. The selected company shall be responsible for cleanup of wastes spilled during the event following industry best practices, local, state, and federal rules, regulations, and laws.

WASTE OWNERSHIP

All materials collected and processed by the selected company at the collection site for subsequent shipment to a permitted permanent hazardous waste disposal facility shall become the property of the selected company when it is properly contained and loaded onto the selected company's trucks. The selected company shall take title to and assume all responsibility for collected waste unless the waste is determined to be non-conforming with the negotiated scope of services. The selected company shall determine if waste material is non-conforming and refuse acceptance as participants visit the event site.

WARRANTIES & ASSURANCES

The selected company shall warrant that services provided conform and comply with industry best practices, local, state, and federal rules, regulations, and laws.

The selected company shall warrant that it possesses the necessary permits, licenses, certifications, approvals, and authority to handle, collect, package, contain, treat, store, transport, dispose of, and otherwise engage in the detailed scope of services throughout the event. The selected company shall provide documentation of such compliance prior to the scheduled event. If any change occurs to such permits, licenses, certifications, approvals, or authorizations that materially affect any right or obligation contained in this agreement, the selected contractor shall immediately notify the City.

The selected company is responsible for transportation of hazardous materials collected during the event and warrants that all permits, licenses, certifications, approvals, and authorization required for transportation of the wastes by local, state, and federal rules, regulations, and laws shall be in effect at the time of transportation.

The selected company shall supply containers for the transportation of wastes and warrants that the containers comply with all local, state, and federal rules, regulations, and laws applicable to their packaging or transportation.

TECHNICAL OFFER

The Offeror shall submit a Technical Offer addressing each of the following:

1. A response that defines the means and methods by which the proposing firm will perform the scope of services including, but not limited to, physical facilities, equipment, and supplies to be used; reuse and recycling methods; transportation and disposal facilities and methods; safety and emergency procedures and plans;
2. An event schedule outlining the set-up time, providing nine (9) hours for public accessibility, and post-event site cleanup. The schedule shall include preparation of the site for waste collection, cleanup of site to pre-event conditions, and the suitable and legal procedures for disposal of collected wastes;

3. A detailed staffing schedule indicating numbers, qualifications, functions, and work schedules of selected company personnel, and requested number of City support personnel;
4. Corporate information including ownership, organization, and business standing within the waste management industry. Particularly, responses shall describe the financial capacity of the company to perform the scope of services and identify any outstanding financial or legal claims or settlements involving the company and details of environmental violations for which the company has received notice from or been sanctioned under local, state, or federal law;
5. A list outlining the portion of work, if any, that will be subcontracted. If any work is to be subcontracted, provide a list of the subcontractors and the roles, responsibilities, and experience to the tasks they will perform. Joint proposals will not be accepted. The proposal shall clearly identify a single, primary entity with sole contractual obligation;
6. Offeror shall provide copies of insurance coverage, licenses, permits, and other documents pertaining to the services requested. Offeror shall provide copies of the same for all subcontractors;
7. Any other information deemed necessary by the Offeror.

COST PROPOSAL

1. Offeror shall provide an itemized fee schedule, including estimated work hours, for the services requested;
2. Offeror shall provide an itemized fee schedule for the handling, processing, transportation, and disposal for each waste type identified in the Scope of Services;
3. The City intends to enter into a “Not To Exceed” contract with a single selected company since the volume and quantity of waste material to be collected is unknown. The established fee schedule will govern selected company payment up to the “Not To Exceed” value. If/When this “Not To Exceed” amount is reached during the event, City staff will determine whether or not to continue the event. If City staff elects to continue the event, the established fee schedule will continue to govern selected company payment. It is imperative that the selected company track and report (hourly) costs throughout the event. **The “Not To Exceed” value for this event is \$30,000.**

QUALIFICATIONS & EXPERIENCE

1. Offeror shall summarize the company’s specific capabilities, capacity, qualifications, and experience relative to the services requested;
2. Offeror shall provide a minimum of five (5) customer references for projects similar in scope and size successfully completed since 2014. These references shall include a customer name, contact person, address, phone number, and e-mail address.

BID BOND

A bid bond is NOT required for this project.

ANTICIPATED WASTE VOLUME & QUANTITY

The Offeror shall use industry best practice to estimate waste volumes and quantities. This event will be open to the residents of both the City of Montrose, Colorado and Montrose County, Colorado.