



INVITATION FOR BID (IFB)

Household Hazardous Waste Collection

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A. Summary of Invitation for Bid

This bid is for the purpose of entering into a contract for **Household Hazardous Waste Collection** for the City of Billings. The successful bidder agrees to provide the City of Billings with an acceptable quality of equipment/service, performance and workmanship as determined by the City of Billings.

It is the purpose of this bid to obtain the best quality of equipment/service at the most favorable price to the City of Billings. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract documents.

The lowest bid need not be accepted if it is documented that a specific supplier in the past has been a poor performer or has provided poor goods.

B. Instructions to Bidders

Sealed bids entitled Household Hazardous Waste Collection for the City of Billings Public Works Department – Solid Waste Division, Billings, Montana, will be received by the City Clerk up until 2:00 PM (MST) on Tuesday, June 21, 2022.

ATTENTION Notice regarding bid submittals, public [bid openings](#) and bid security maintenance. The process in which bids may be submitted, accepted and opened, has changed due to the COVID-19 response. All bids may be submitted to Billings City Clerk via email at bids@billingsmt.gov, or by mail or delivered to P.O. Box 1178, Billings, MT 59103 or 210 North 27th Street, Billings, MT 59101.

Bid openings will be held live on the City's Facebook page: <https://www.facebook.com/Billings-MT-City-Government-74352842013/>. Bid tabulations will be posted for public viewing after the bids have been opened.

More specific additional information regarding this Household Hazardous Waste Collection bid may be obtained by contacting Kyle Foreman via telephone at 406-247-8620 or via email at foremank@billingsmt.gov.

No bids may be withdrawn after the scheduled time for the public opening of bids, which is 2:00 PM (MST) on Tuesday, June 21, 2022.

The right is reserved to reject any or all bids received, to waive irregularities, to postpone the award of the contract for a period of not to exceed sixty (60) days, and to accept that bid which is in the best interests of the City of Billings, Montana.

The City of Billings is an Equal Opportunity Employer. The Contractor and



subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

EXAMINATION OF DOCUMENTS

Before submitting a bid, the bidder shall:

- a. Carefully examine the Standards and Specifications as well as all other attached documents;
- b. Fully inform themselves of the existing conditions and limitations;
- c. Include with the bid sufficient information to cover all items required in the specifications.

BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are submitted to the office of the City Clerk before 2:00 PM (MST) on Tuesday, July 13, 2021.

BID MODIFICATIONS

Bids shall be made on the forms provided herein; they shall not contain any recapitulation of the work to be done. Modifications, additions or changes to the terms and conditions of this Invitation for Bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected.

INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify Kyle Foreman, Solid Waste Superintendent, at 406-247-8620 or at foremank@billingsmt.gov, who will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become a portion and part of the contract/agreement upon award. Questions received less than ninety-six (96) hours before the bid opening cannot be answered.

WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until the award of the contract is delayed for a period exceeding sixty (60) days.



BID PRICE VALID

Bidders must honor their bid price for sixty (60) days from the date of sealed bid opening.

The prices established from this bid may be extended to other political subdivisions within the State of Montana solely at the vendor's discretion.

CERTIFICATION

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

Manufacturer's trade names, if used in specifications, are for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition.

INSURANCE

The bidder certifies that it/they shall maintain in good standing the insurance outlined below"

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
3. Automobile liability -- \$1,500,000 per accident.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the CITY prior to cancellation.

The CITY shall be listed as an additional insured on all policies except Worker's Compensation Policies.

In addition, all policies except Worker's Compensation shall contain a waiver of subrogation against the CITY.

BIDDER shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Bidder shall maintain workers'



compensation insurance coverage for all members and employees of Bidder's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

The certificate will be provided to the City prior to contract execution.

ELIGIBILITY

The successful bidder will be required to provide copies of the following, or the ability to obtain the following within 15 days of notification of contract award:

- Completed and signed the new vendor forms, if necessary (to be eligible for payment): <http://mtbillings3.civicplus.com/DocumentCenter/View/26004>
- City of Billings Business License: <http://ci.billings.mt.us/981/Business-Licenses>
- Montana Contractor's License: <http://erd.dli.mt.gov/work-comp-regulations/montana-contractor/construction-contractor-registration>
- Certificate of Workman's Compensation or Certificate of Exemption from Workman's Compensation: <http://erd.dli.mt.gov/work-comp-regulations>
- The successful bidder will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment.

EVIDENCE OF QUALIFICATION

Upon request of the City of Billings, a bidder whose bid is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and equipment as well as service provisions bidder has available or will make available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

- a) The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c) Whether the bidder can perform the contract within time specified.
- d) The quality of performance of previous contracts, agreements and/or performance.
- e) Previous and/or existing compliance by the bidder with laws relating to the contract or services.
- f) Such other information which may be secured having a bearing on the decision to award the contract.



CONTRACTORS' GROSS RECEIPTS TAX AND PREVAILING WAGE RATES

The bidder understands that all contractors or subcontractors working on a publicly funded construction project are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

The bidder also understands that, if applicable and unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA.

The nature of the work performed or services provided under this contract has been determined to meet the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA. The 2022 Non-Construction booklet shall be attached to the contract and may also be found at <http://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates>.

Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

C. Contract Requirements and Specifications

The scope of this contract will include packaging, consolidation, transportation, and reporting of Household Hazardous Waste collected at the Billings Regional Landfill. The contract will be for 1 year with the option of two 1-year renewals upon mutual agreement of both parties. Please fill in the column in Exhibit B labeled "price/container" to indicate your proposed price. See Exhibits A & B for more details.

D. Pricing and Addendum

Please bid net prices at which you will agree to furnish required goods or services in Exhibit B.

E. Standard Terms and Conditions

In case of default by the successful bidder or failure to deliver the goods or



services within the time specified, the City Purchasing Agent, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Billings. Any bidder may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The City of Billings reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Billings.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the City of Billings.

The contractor warrants all articles supplied under this contract to conform to specifications, herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment of payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving 30 days written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in



any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

The contractor may not assign or subcontract the agreement, or the right to receive reasonable performance of any act called for by the contract, shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

All materials submitted in response to this IFB become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this IFB will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each bid submitted shall be retained for the official files of the Department and will become public record after award of the Contract.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.



F. Conditions and Non-Collusion Agreement

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the product/services specified at the prices stated herein. We additionally agree to deliver the products/services to the location and by the date set forth herein, if applicable.

In signing this bid, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

Legal Name of Firm/Corporation

Authorized Signature

Address

Printed Name

City/State/Zip

Title

Date

Telephone Number



H. Questions

Questions regarding this Invitation for Bids must be sent to the contact person listed in Section B no later than 5 business days prior to due date. The City will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original IFB, the reply will be made in the form of an addendum to the IFB, a copy of which will be posted on the City's website and forwarded to all Suppliers who have submitted an "Intent to Respond" form (Section G).

Supplier must submit their questions via email using the "Master Q & A" form found below (Attachment A), and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable IFB section(s).



ATTACHMENT A

MASTER Q & A FORM

IFB: Household Hazardous Waste Collection

Master Q&A	Any questions regarding this IFB should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.
Q&A Process	1. Prepare questions or concerns on the template provided. 2. Complete the table in full, providing a date for each question and a section of the IFB to reference (if applicable). 3. Submit the completed form via email to foremank@billingsmt.gov. Attach associated documents as necessary. Please contact Kyle Foreman, Solid Waste Superintendent, with any questions regarding this process.

Questions from: _____ Company: _____

Email Address: _____

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				



EXHIBIT A - SCOPE OF WORK

Waste Acceptance & Segregation

City employees will collect HHW materials from participant vehicles and transfer the waste material from the vehicle segregated into the appropriate storage trailers. Unknown materials will be set-aside for later classification by a Contractor Chemist. City employee will reject any unacceptable waste.

Packaging & Consolidation

Once or twice a week (actual time interval to be determined and adjusted as needed), a trained technician, utilizing the appropriate packaging method for each waste material, as determined in accordance with container size, type, and hazardous characteristics, will pack and consolidate waste materials. This includes all the necessary labelling and associated paperwork. The technician may request assistance from a City employee if performing a task with requires two persons for safety reasons. Contractor will mobilize one technician for the on-site tasks to reduce costs as compared to having two employees on-site each week.

Packaging & Consolidation

As waste is packed, the waste containers will be sealed, labeled and set-aside for subsequent pickup. Contractor will prepare all shipping paperwork in accordance with all Federal, State, and Local regulations including but not limited to, manifests, land disposal restriction forms, packing lists, and container labels.

Contractor shall perform the following items, prior to leaving the site:

- Verify all waste has been properly packed
- Review lab-pack drum inventories for compatibility
- Check drums for proper markings and labels and accumulation dates
- Check drum inventory sheets
- Ensure drums are free and clean of contamination
- Check that drum rings and bungs are secure
- Count all drums prior to loading
- Make sure Manifests are completed and signed by generator
- Make sure Bills of Lading are completed and signed by generator
- Include all proper variances with manifests
- Place proper placards on truck prior to transport and checked against manifest

Contractor will transport the waste materials to a Contractor approved recycling/disposal facility. Contractor will prepare a monthly/quarterly report for the City of the waste materials shipped.



EXHIBIT B - PRICE MATRIX

(must be sent in separate sealed envelope, or under separate email)

<u>Wastestream</u>	<u>WCC</u>	<u>Container Size</u>	<u>Historical Amounts/Weights</u>	<u>Proposed Price</u>	<u>Per</u>
Acids/Bases	LCCR	55 gallon drum	6 Drums	\$	Drum
Aerosol – Nonpesticide	LCCRQ	Cubic Yard Box	8 Boxes	\$	CYB
Aerosol – Pesticide	LCCRQ	55 gallon drum	8	\$	Drum
Batteries, wet, acid	LBLA	Pallet	600 Pounds	\$	Pound
Fuels	FB1	55 gallon drum	7 Drums	\$	Drum
Mercury	LCHG2	05 gallon drum	0	\$	Drum
CFL's	CFL8	4FTB	0	\$	FTB
Light Tubes	CFL1	4FTB	0	\$	FTB
Oil Base Paint (Bulked)	FB2	55 gallon drum	13 Drums	\$	Drum
Paint related Material (loose packed)	LPTP	Cubic Yard Box	7 Boxes	\$	CYB
Oxidizers	LCCRO	55 gallon drum	0	\$	Drum
PCB ballasts	LCHSI	55 gallon drum	0	\$	Drum
Peroxides	LRCTO	05 gallon drum	0	\$	Drum
Pesticides Lab Packed	LCCRC	55 gallon drum	2 Drums	\$	Drum
Reactive (Calcium Carbide)	LRCT	05 gallon drum	2 Drums	\$	Drum
Flammable Solids	LCCRD	05 gallon drum	6 Drums	\$	Drum
Lithium Batteries for recycle	LBBGB	BGB	0	\$	BGB
Pesticide liquid (bulk)	D90K	55 gallon drum	0	\$	Drum
Antifreeze	B35	Gallons	400 Gallons	\$	Gallon
Used Oil	A31	Gallons	2,000 Gallons	\$	Gallon
Stop Fee		Flat fee	0	\$	Flat Fee
Chemist		Hour	60 Hours	\$	1 Hour
HHW Technician		Hour	10 Hours	\$	1 Hour
Small flammable gas cylinders	LCY1	CYLE	6 Cylinders	\$	CYLE
Total				\$	

**I/We acknowledge _____ addendum
#**

Company Name

Date

Contact Name (please print)

Title

Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.