



## **LEGAL NOTICE**

### **REQUEST FOR BID SEALED BID 11-040**

**For**

**Environmental Waste Disposal**

**For**

**ST. CHARLES COUNTY GOVERNMENT  
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Environmental Waste Disposal**. The vendor must guarantee the quoted prices for a period of one year. The County, with the consent of the vendor, shall have the option for two (2) one year extensions under the same terms and conditions. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving thirty (30) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

## BID INSTRUCTIONS

One original and one [1] signed copies of the bid must be received in a sealed envelope plainly marked “**Sealed Bid 11-040 Environmental Waste Disposal**” with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street Room 541 St. Charles MO 63301 prior to the bid opening.

**Bid opening will be on 2/8/2011 at 10:00 AM** , in **Room 537** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at [purchasing@sccmo.org](mailto:purchasing@sccmo.org), **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

### BID INQUIRIES

All questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Rick Hooker, Purchasing Manager  
St. Charles County Government  
Finance Department  
201 North Second St  
St. Charles, Missouri 63301  
Fax: (636)949-7589  
[purchasing@sccmo.org](mailto:purchasing@sccmo.org)

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **5:00 PM** on **02/03/2010**. Any question received after this deadline may not be answered.

**Responses to questions/clarifications will be placed on the County's website <http://www.sccmo.org/Businesses/>. Check this website frequently for updates and any addendum that are issued.**

### Prohibited Communication

**Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and the Agencies within St. Charles County. Any Offeror engaging in such prohibited communications may be disqualified at the sole discretion of St. Charles County.**

## **TERMS AND CONDITIONS**

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two [2] signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as "No Bid" and "Void" and will not be opened.
- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered.

When payments are to be made to the County, award will be made to the most advantageous offer.

- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

**Employment of Unauthorized Aliens Prohibited (Missouri Revised Statutes Section 285.530)**

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation\*\*, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**\*\* PLEASE NOTE:**

**Acceptable enrollment and participation documentation consists of a valid copy of the signature page of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division**  
**The online address to enroll in the E-verify program is:**

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

**OPEN RECORDS**

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

## **BID SPECIFICATIONS**

**Solicitation:** St. Charles County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

**General Description:** To provide St. Charles County with **Environmental Waste Disposal** as per specifications called for herein.

Unless otherwise specified, any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in this specification are descriptive, **not restrictive**. The bidder may offer any product that meets or exceeds the applicable specifications. The bidder must demonstrate comparability, by including appropriate catalog materials, literature, specifications, test data, etc. **The County shall determine in its sole discretion whether a product is acceptable as an equivalent.**

The St. Charles County Highway Department is accepting bids for the removal and disposal of the following items:

Paint & solvent waste disposal from bridge painting operation  
Abrasive material disposal from bridge painting operations  
Oil filters  
Waste oil  
Anti-freeze recycling  
Oil absorbent disposal  
Oily paper rag disposal  
Sludge from oil water separator tied to the floor drains in the building and wash bay. Sludge at the Sign Facility will probably have water borne paint residue.

The oil-based paint that is most commonly used is:

Armor Shield Penetrant	(AS 8200)
Armor Shield Gray Topcoat	(AS 8301)
Armor Shield Red Oxide Primer	(AS 8300)
Armor Shield Red Bridge Primer	(AS 8100)

All of these Armor Shield Products are mixed with paint thinner.

Devoe Converter	(359-369)
Devoe Enamel	(359-B-9500)
Devoe Epoxy Topcoat	(235K-2904)

All of these Devoe Products are mixed with paint thinner.

The St. Charles County Highway Department is also accepting bids for servicing four (4) - Parts Washer Units two (2) times per year.

The units have 30 gallon capacities.

Replacement solvent is to be included as part of the service.

Solvent specifications:

- Non-hazardous chemistries
- Non-toxic
- Non-flammable
- Biodegradable
- Effectively cleans a variety of soils, oils and greases.
- Safe on all metal and most plastic surfaces
- Rust and corrosion inhibiting ingredients
- Recyclable formulations
- Long lasting solution life

The Bidder shall provide a copy of the MSDS sheet for the proposed solvent along with the bid.

The Highway Department will be producing a waste stream of abrasives, paint and solvents from the bridge painting operations that will be collected and stored in 55-gallon ring top metal barrels at the Wentzville District Facility, 121 Freymuth Road, Wentzville, Missouri 63385.

The remaining items will be picked up at the following locations:

- Wentzville Facility 121 Freymuth Road, Wentzville, MO 63385
- Southern Facility 176 Sprock Road, Wentzville, MO 63385
- Central Facility 2480 St. Peters Howell Road, St. Peters, MO 63376 and
- East Facility 2550 Bethman Road, St. Charles, MO 63301

Oil/Water Separator sludge will be pumped out and removed from the above four facilities along with the Sign Facility at 3890 Greens Bottom Road, St. Charles, MO 63301.

The Part Washing units are located at:

- Eastern District Facility at 2550 Bethman Road St. Charles, Missouri
- Central District Facility at 2480 St. Peters Howell Road St. Charles, Missouri
- Western District Facility at 121 Freymuth Road Wentzville, Missouri
- Southern District Facility at 176 Sprock Road Wentzville, Missouri

The bid for paint, solvent, and abrasive waste shall be per 55-gallon drum. The bid shall also include an additional price for pickup every ninety (90) days as needed for the drums of waste (paint and solvent) that may be generated. This pick up price is in addition to the per barrel price and will include the cost of small loads.

The price per barrel for all types of materials will include the provision of an empty barrel to be refilled in exchange for the full barrel.

The bidder shall include the cost to analyze (if necessary), manifest, labeling, removal and transporting, storage, disposal, and processing any forms required by the Federal Government, State Agencies, and the EPA.

The Highway Department strongly favors recycling and expects all the bidders to bid the

disposal of the aforementioned materials accordingly.

The bidder shall be a licensed and fully permitted waste disposal company with the necessary bonding and insurance registered with the State of Missouri and the EPA.

The County must have all necessary paperwork in our possession as soon as each pick up is complete, including, but not limited to Certification of Destruction.

The bidder shall provide completed "Generator's Hazardous Waste Summary Report – Part 1 and Part II" as applicable for each site by the first of August 2011 and 2012 for any RCRA regulated waste collected.

If you need a copy of the virgin products (material safety data sheet), or need to make an appointment to inspect and sample the waste, contact our office at (636) 949-7305.

All bids shall be in effect until new bids are let in 2012. The County reserves the right to extend the bid two additional years in one year increments with the agreement of the successful bidder.



## Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

**BID FORM**

**SB 11-040**

**Environmental Waste Disposal**

**BID OPENING DATE: 2/8/2011 at 10:00 AM**

\_\_\_\_\_  
(Bidder name)

**Submits the following bid for this project:**

Bridge Paint, Solvent, and Abrasive Waste Disposal

Price per 55 gal barrel: Paint (w or w/o thinner) \_\_\_\_\_

Solvent \_\_\_\_\_

Abrasive \_\_\_\_\_

Price per pickup (once every 90 days)  
(in addition to the per barrel price): \_\_\_\_\_

Analyzation cost: \_\_\_\_\_

Other costs (list): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Oil Filter Pickup per 55 gal barrel: \_\_\_\_\_

Oil Absorbent Pickup per 55 gal barrel: \_\_\_\_\_

Waste Oil Pickup for recycling per 250 gallon: \_\_\_\_\_

Oily Paper Rag Pickup per 55 gal Barrel: \_\_\_\_\_

Antifreeze recycling per gallon: \_\_\_\_\_

Parts Washer Service per visit (based on 2 per year): \_\_\_\_\_

Pumping and disposal of sludge from Oil/Water separator per gallon:

10% solids: \_\_\_\_\_

20% solids: \_\_\_\_\_

30% solids: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

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

**THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID**

**Audit Clause for Contracts**

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

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

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

\_\_\_\_\_

Business Hours: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Indicates acceptance of all bid terms and conditions)

Date: \_\_\_\_\_



# AFFIDAVIT OF WORK AUTHORIZATION

Comes now \_\_\_\_\_ as \_\_\_\_\_ first being duly  
(Name) (Office held)

sworn, on my oath, affirm \_\_\_\_\_ is enrolled and will  
(Company name)

continue to participate in a federal work authorization program in respect to employees that will work

in connection with the contracted services related to \_\_\_\_\_

\_\_\_\_\_  
(Describe project or insert bid number)

for the duration of the contract, in accordance with RSMo Chapter 285.530 (2). I also affirm that  
\_\_\_\_\_ does not and will not  
(Company name)

knowingly employ a person who is an unauthorized alien in connection with the contracted services  
related to the \_\_\_\_\_

\_\_\_\_\_  
(Describe project or insert bid number)

for the duration of the contract.

*In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo).*

\_\_\_\_\_  
Signature (person with authority)

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am commissioned as a notary  
(Day) (Month & Year)

Public within the County of \_\_\_\_\_, State of \_\_\_\_\_, and my  
commission expires on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date