



Public Works Service Operations

DATE: March 26, 2024

FROM: Steven Salwei, Director Public Works Services

ITEM: Household Hazardous Waste Collection & Disposal Bid Award

REQUEST:

Request permission to enter into agreement for the Collection and Disposal of Hazardous Waste by Clean Harbors Environmental Services, Inc. and to increase landfill fees for the disposal of hazardous waste for non-residents and businesses/commercial to capture increased fees and administrative costs.

BACKGROUND INFORMATION:

Sealed bids were opened and reviewed on Monday, March 18, 2024, for the collection and disposal of the City's household hazardous waste. The term of the agreement shall be for two (2) years and seven (7) months commencing on May 1, 2024, and expiring on December 31, 2026, and may be extended for an additional two (2) year period upon written mutual agreement of both parties to negotiate in good faith to establish rates for calendar years 2027 and 2028.

One bid was received, and we recommend entering into a contract with Clean Harbors Environmental Services, Inc. to provide proper packaging, transportation, and disposal of Household Hazardous Waste (HHW) from the City of Bismarck Municipal Landfill. Disposal of HHW is free for Bismarck residents. We are also asking permission to increase landfill fees for the disposal of hazardous waste for non-residents and businesses to capture increased fees and administrative costs. The bid tab and Household Hazardous Waste Collection and Disposal Proposal are attached.

RECOMMENDED CITY COMMISSION ACTION:

Approve bid award to Clean Harbors Environmental Services, Inc. to provide proper packaging, transportation, and disposal of Household Hazardous Waste (HHW) from the City of Bismarck Municipal Landfill and to increase landfill fees for the disposal of hazardous waste for non-residents and businesses to capture increased fees and administrative costs.

STAFF CONTACT INFORMATION:

Steven Salwei, Director Public Works Services, 701-355-1705, ssalwei@bismarcknd.gov

ATTACHMENTS:

1. Bid Tab Household Hazardous Waste 2024

2. Household Hazardous Waste Proposal 2024

BID TAB HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL

Bids due: Monday, March 18, 2024 at 10:00 A.M. CT

Bids opened & reviewed: Monday, March 18, 2024 at 11:00 A.M. CT

Note: Mobilization and shipping costs are included in the unit cost of each waste material. Price negotiations for years 2027 and 2028.

			VENDOR NAME	
			Clean Harbors Environmental Services, Inc	
			Met Qualifications	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
WASTE MATERIAL	UNIT	ESTIMATED QUANTITY	2024	
			UNIT COST	EXTENDED COST
Unstable Reactives	Pound	150	case by case	---
Waste Reactives	Pound	100	\$9.75	\$975.00
Oxidizers (Class I & II)	Pound	75	\$2.75	\$206.25
Organic Peroxides (Class I)	Pound	5	\$9.75	\$48.75
Flammables (including solvent, aerosol)	Pound	2,500	\$2.75	\$6,875.00
Flammables (oil-based paint/stain)	Pound	2,500	\$2.00	\$5,000.00
Corrosives	Pound	750	\$2.75	\$2,062.50
Toxics	Pound	1,500	\$2.75	\$4,125.00
Paint (water based)	Pound	1,500	\$1.50	\$2,250.00
Unknowns (liquid/solid)	Pound	100	\$2.75	\$275.00
			2024 Total Sum Bid	\$21,817.50

WASTE MATERIAL	UNIT	ESTIMATED QUANTITY	2025	
			UNIT COST	EXTENDED COST
Unstable Reactives	Pound	150	case by case	---
Waste Reactives	Pound	100	\$10.24	\$1,024.00
Oxidizers (Class I & II)	Pound	75	\$2.89	\$216.75
Organic Peroxides (Class I)	Pound	5	\$10.24	\$51.20
Flammables (including solvent, aerosol)	Pound	2,500	\$2.89	\$7,225.00
Flammables (oil-based paint/stain)	Pound	2,500	\$2.10	\$5,250.00
Corrosives	Pound	750	\$2.89	\$2,167.50
Toxics	Pound	1,500	\$2.89	\$4,335.00
Paint (water based)	Pound	1,500	\$1.58	\$2,370.00
Unknowns (liquid/solid)	Pound	100	\$2.89	\$289.00
			2025 Total Sum Bid	\$22,928.45

WASTE MATERIAL	UNIT	ESTIMATED QUANTITY	2026	
			UNIT COST	EXTENDED COST
Unstable Reactives	Pound	150	case by case	---
Waste Reactives	Pound	100	\$10.76	\$1,076.00
Oxidizers (Class I & II)	Pound	75	\$3.04	\$228.00
Organic Peroxides (Class I)	Pound	5	\$10.76	\$53.80
Flammables (including solvent, aerosol)	Pound	2,500	\$3.04	\$7,600.00
Flammables (oil-based paint/stain)	Pound	2,500	\$2.21	\$5,525.00
Corrosives	Pound	750	\$3.04	\$2,280.00
Toxics	Pound	1,500	\$3.04	\$4,560.00
Paint (water based)	Pound	1,500	\$1.66	\$2,490.00
Unknowns (liquid/solid)	Pound	100	\$3.04	\$304.00
			2026 Total Sum Bid	\$24,116.80

2024-2026 Total Bid	\$68,862.75
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**PROPOSAL
FOR
HOUSEHOLD HAZARDOUS WASTE
COLLECTION AND DISPOSAL
BISMARCK, NORTH DAKOTA**

**BIDS RECEIVED BY 10:00 AM CT
BIDS OPENED AT 11:00 AM CT
MONDAY, MARCH 18, 2024**

OFFICE OF THE CITY ADMINISTRATOR
PO BOX 5503 (221 N 5TH STREET)
BISMARCK, ND 58506-5503

DEPARTMENT OF PUBLIC WORKS
SERVICE OPERATIONS
PO BOX 5503
BISMARCK ND 58506-5503
(701) 355-1700, option 3

ADVERTISEMENT

The City of Bismarck Public Works Service Operations is seeking cost proposals for the collection and disposal of the City's household hazardous waste. The term of the agreement shall be for two (2) years and seven (7) months commencing on May 1, 2024, and expiring on December 31, 2026, and may be extended for an additional two (2) year period upon written mutual agreement of both parties to negotiate in good faith to establish rates for calendar years 2027 and 2028.

Proposals for Collection and Disposal of Household Hazardous Waste items will be received in the office of the City Administrator, until 10:00 A.M. CT, on Monday, March 18, 2024. Bids will be publicly opened and reviewed at 11:00 A.M. CT, on Monday, March 18, 2024.

The proposals may be mailed to the City Administrator (PO Box 5503, Bismarck ND 58506-5503) or otherwise deposited with the City Administrator (221 North Fifth Street, Bismarck ND 58501) and shall be sealed and endorsed:

"Household Hazardous Waste Proposal"

Name of the person, firm or corporation submitting the proposal

If a proposal is to be faxed, the proposal must be sent to a bidder's agent independent of the City of Bismarck, placed in a sealed envelope, labeled according to this specification, and delivered to the office of the City Administrator prior to the bid deadline.

In accordance with North Dakota state law, a separate envelope containing a current North Dakota contractor's license and a certified check or a bid bond in the amount of five (5) percent of the total amount bid must be attached to the outside of the proposal/bid envelope and labeled "Bid Bond". Checks or bonds of the unsuccessful bidders will be returned to them after making the award.

In the same separate envelope as the bid bond, each bidder must enclose a valid copy of the following documents:

- EPA/North Dakota State Health Department ID number.
- North Dakota State Health Department Hauler Permit.
- EPA/North Dakota State Health Department Hazardous Waste Storage and Treatment Permit.
- North Dakota Contractor's License.

Bids must be submitted on blanks furnished by the City of Bismarck and in accordance with specifications and conditions therein contained. Bids shall be made on the basis of cash payment (U.S. Dollars) for the work to be done. Copies of proposal blanks and specifications may be downloaded from the website or obtained from the Public Works Service Operation, 601 S 26th St, Bismarck ND 58504, or Gale Nicholson, publicworksservice@bismarcknd.gov or 701-355-1707. All bidders are invited to be present at the opening of proposals.

We are offering the ability to appear at the bid opening via video/audio on Microsoft Teams, in addition to appearing in person. There is no charge for this. If you wish to appear virtually at the bid opening, please send your email address to publicworksservice@bismarcknd.gov no later than 3:00 PM the day prior to the bid opening day. We will email you a Teams Invite for you to see and hear as the bids are opened.

City of Bismarck
Jason Tomanek
Assistant City Administrator

GENERAL SPECIFICATIONS

1. Bids may be accepted or rejected as to the best interest of the City of Bismarck.
2. Proposals may be rejected if they show any alteration of form, additions not called for, conditional or alternate bids, incomplete bids, and irregularities of any kind or if they contain a clause in which the bidder reserved the right to accept or reject a contract awarded to him. Proposals in which the prices are obviously unbalanced or proposals otherwise regular, which are not accompanied by a satisfactory proposal guarantee, will be rejected.
3. No proposal will be considered unless accompanied by a certified check of the bidder or a bidder's bond in an amount equal to five (5) percent of his bid, made payable to the City of Bismarck, which check will be forfeited to the City of Bismarck should the bidder fail to effect a contract within ten (10) days after a notice of award.
4. The right is reserved to cancel any and all awards under this letting for the failure to make delivery within thirty (30) days due to the priorities or any other reason.
5. The successful bidder, when accepting the award, agrees to remove all collected material from the collection site within two weeks of notification by the City. The collection facility is not large enough to store waste for full semi loads.
6. The total price is to be less federal excise tax for which exemption certificates will be furnished.
7. The successful bidder, when accepting the award, agrees to review the proper collection and packaging of Household Hazardous Waste (HHW) with City personnel.
8. The bidder shall submit a completed proposal addressing all minimum specification including specification deviations, upon acceptance, same shall become a part of these originally contained herein, in so far as they do not conflict with these specifications.
9. In the event of a conflict between General Specifications and the Detailed Specifications, the latter will govern.
10. Where it is not readily determinable to the Board of City Commissioners as to the services included or not included, the bidder shall attach to the proposal a complete statement listing this information.
11. The Contractor may reasonably expect a variation in the estimated quantities from the actual quantities and no claims will be allowed for anticipated profits, for loss of profits or for damage of any sort because of a difference between the estimate of any item and the amount of the item actually collected or required. The City reserves the right to eliminate items from the proposal when such is deemed in its best interest.
12. It shall be the responsibility of each Bidder before submitting a bid, to (a) examine the proposals thoroughly, (b) become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and

carefully correlate Bidder’s observations with the proposals, and (e) notify City of all conflicts, errors, or discrepancies in the proposals. Any interpretation of the proposals will be made only by addendum. The owner will not be responsible for any other explanations or interpretations of the proposals.

- 13. Purchases by the City of Bismarck are not subject to the North Dakota State Sales Tax.
- 14. Bids shall be submitted on the bid forms furnished in the specifications packet.
- 15. All questions regarding the Request for Proposal may be directed to Alesha Dockter, Recycling Specialist, at 701-355-1789, or Steve Salwei, Director of Service Operations, at 701-355-1700, option 3.
- 16. Most Reasonable Proposal - In determining “the most reasonable proposal”, in addition to price, the following factors will be considered (proof of the following):

	Meets Spec	
	Yes	No
a. EPA/ND State Health Department ID Number.	_____	_____
b. ND State Health Department Hauler Permit (for contractor or its agent).	_____	_____
c. EPA/ND State Health Department Waste Storage and Treatment Permit (for contractor or its agent).	_____	_____
d. The ability, capacity, and skill of the bidder to perform the contract or provide the services required.	_____	_____
e. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.	_____	_____
f. The character, integrity, reputation, judgment, experience, and efficiency of the firm.	_____	_____
g. The quality of performance of previous contracts or service.	_____	_____
h. The previous and existing compliance by the firm with laws and ordinances relating to the contract or service.	_____	_____
i. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.	_____	_____
j. The quality, availability and adaptability of the supplies, or contractual services to the particular use required.	_____	_____
k. The number and scope of conditions attached to the bid.	_____	_____

DETAILED SPECIFICATIONS

A. SOURCE OF WASTES

Homeowners located within the Bismarck city limits and outside of the Bismarck city limits will be allowed to drop off their wastes at the collection site. Businesses will not be allowed to use this service.

B. TRANSPORTING OF WASTES

Proposals shall identify in detail the following:

	Meets Yes	Spec No
1. Transportation vehicles that will be used.	_____	_____
2. Any transporters, including EPA identification numbers, with which the bidder proposes to subcontract for transportation of the waste material.	_____	_____
3. Action to comply with the manifest system of record keeping as required by 40 CFR Parts 262 and 263.	_____	_____
4. The immediate action necessary to protect the public health and environment in case of an accident during transport.	_____	_____
5. Insurance coverage of any transporter to be used for the program.	_____	_____

C. TREATMENT, RECYCLING, AND/OR DISPOSAL

Proposals shall identify in detail the following:

	Meets Yes	Spec No
1. A description on how recycling will be implemented into the HHW program.	_____	_____
2. Description of the types of containers to be used for packaging, storage, and shipping the waste material to the treatment, recycling, and/or disposal facilities.	_____	_____
3. Provide lined cubic yard boxes and covered drums for temporary storage of small paint containers, toxics and reactives.	_____	_____
4. Record keeping which provides a complete log of the waste by shipping container number, and to fully account for all wastes from the source of the point of reuse, recycling, treatment, and/or disposal.	_____	_____
5. Prepare certificate of reuse, recycling, treatment, or disposal within 180 days of delivery of TSDF.	_____	_____

D. INSURANCE COVERAGE

- Certificate of Workers Compensation Coverage – State: Statutory
- Certificate of insurance prior to starting the work. The City of Bismarck shall be named as an additional insured with waiver of subrogation on the policy for the duration of the contract. The City shall be immediately notified of any cancellation or cessation of insurance coverage.

Comprehensive Liability Insurance		Comprehensive Automobile Liability	
Bodily Injury	\$500,000 Each Person	Bodily Injury	\$500,000 Each Person
	\$2,000,000 Each Occurrence		\$2,000,000 Each Occurrence
Property Damage	\$2,000,000 Each Occurrence	Property Damage	\$2,000,000 Each Occurrence

E. MEASUREMENT AND PAYMENT

Price shall include all costs associated with the collection, treatment, storage, packaging, transportation, disposal, labor, materials, equipment, and other costs necessary to provide the services as described within this RFP meeting all state, local and federal requirements. Progressive payments shall be made for each item as the certificates of disposal are received by the City.

LIQUIDS

1. Acids and Bases will be lab-packed for disposal and measured and paid for by the net pound.
2. Flammable Liquids will be lab-packed and measured and paid for by the net pound.
3. Latex Paints will be consolidated and will be measured and paid for by the pound.
4. Oil Base Paints will be consolidated and will be measured and paid for by the pound.
5. Pesticides/Herbicides will be lab-packed and will be measured and paid for by the net pound.
6. Poisons will be lab-packed and measured and paid for by the net pound.
7. Oxidizers will be lab-packed and measured and paid for by the net pound.

SOLIDS

1. Acids/Bases will be lab-packed and measured and paid for by the net pound.
2. Herbicides/Pesticides will be lab-packed and measured and paid for by the net pound.
3. Poisons will be collected and disposed of properly. Measurement and payment shall be made by the net pound.
4. Flammable Solids will be lab-packed and measured and paid for by the net pound.
5. Oxidizers will be lab-packed and measured and paid for by the net pound.

MISCELLANEOUS

1. Aerosols will be lab-packed and be measured and paid for by the net pound.
2. Costs for mobilization and shipping shall be included in the unit cost of each waste material.

F. TERM

The term of the agreement shall be for two (2) years and seven (7) months commencing on May 1, 2024, and expiring on December 31, 2026, and may be extended for an additional two (2) year period upon written mutual agreement of both parties to negotiate in good faith to establish rates for calendar years 2027 and 2028. Either party may cancel the agreement by giving the other party 30 days' written notice of cancellation.

G. TERMINATION

This agreement may be terminated by either party any time it may be determined to be in the best interest to do so. A written notice of intent shall be served at least thirty (30) days prior to the date of said notice of termination.

BID FORM

Bidder: _____, 2024

Honorable Board of City Commissioners
Bismarck, ND

We the undersigned agree to provide services for the proper collection, packaging, transportation, and disposal of Household Hazardous Waste (HHW) for the City of Bismarck.

HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL

**Note: Mobilization and shipping costs are included in the unit cost of each waste material.
Price negotiations for years 2027 and 2028.**

WASTE MATERIAL	UNIT	ESTIMATED QUANTITY	2024		2025		2026			
			UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST		
Unstable Reactives	Pound	150								
Waste Reactives	Pound	100								
Oxidizers (Class I & II)	Pound	75								
Organic Peroxides (Class I)	Pound	5								
Flammables (including solvent, aerosol)	Pound	2,500								
Flammables (oil-based paint/stain)	Pound	2,500								
Corrosives	Pound	750								
Toxics	Pound	1,500								
Paint (water based)	Pound	1,500								
Unknowns (liquid/solid)	Pound	100								
			2024 Total Sum Bid	\$	2025 Total Sum Bid		\$	2026 Total Sum Bid		\$

The following documents are attached to and made a condition of this bid:

		Meets Spec	
		Yes	No
1.	Bid security in the form of a five percent (5%) certified check of the bidder or a bid bond. (Enclosed in a separate envelope).	_____	_____
2.	Enclosed in the same separate envelope as the bid bond; the following licenses will be enclosed:	_____	_____
A.	EPA/North Dakota State Health Department ID number.	_____	_____
B.	North Dakota State Health Department Hauler Permit.	_____	_____
C.	EPA/North Dakota State Health Department Hazardous Waste Storage and Treatment Permit.	_____	_____
D.	North Dakota Contractor's License.	_____	_____
3.	Listing of Subcontractors, including Company Name, Representative & Title, Mailing Address, and Telephone Number.	_____	_____
4.	Other items as stated in the Request for Proposals.	_____	_____

Contractor Name _____

Contractor Representative (please print) _____

Contractor Representative Signature _____

Contractor Representative Title _____

Mailing Address _____

City/State/Zip _____

E-mail Address _____

Telephone Number _____

Date Signed _____