



**COUNTY OF COLE
JEFFERSON CITY, MISSOURI**

REQUEST FOR BID

**2018-14: ABATEMENT OF RUSSELLVILLE
PROPERTY, REMOVAL OF SOLID WASTE**

SUBMISSIONS SHALL BE ACCEPTED UNTIL

FRIDAY, FEBRUARY 9 at 3:30 p.m. Central

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

Company Name

Direct Contact Name (Typed/Printed)

Corporate Address

Title

Local Address

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this solicitation, all attachments and the contents of any Addendum released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

COLE COUNTY COMMISSION

PURCHASING

311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MISSOURI 65101

REQUEST FOR BID

1.0 OVERVIEW

- 1.1 NOTIFICATION.** The purpose of this solicitation is to inform potential respondents of a bid opportunity for the provision of waste removal on a property for which the Cole County Health Department currently has an Abatement Order.

Firm, fixed prices will be accepted for all cost and labor associated with the abatement of the property located at **13722 Jefferson Road, Russellville, Missouri, 650074**. Abatement or removal of the following violations or items causing the violations will be required as noted below:

1.1.1 SOLID WASTE STORAGE, VIOLATION SECTION 1.5. Litter or trash to include derelict furniture, clothes, building material, scrap metal, and other items deemed to be of solid waste. Abate all solid waste and properly dispose of scrap cardboard, pallets, tires and other items that fit the definition of solid waste.

1.1.2 STAGNANT AND OFFENSIVE WATER RETENTION, VIOLATION SECTION 1.8. Items present on the property which cause or permit vessels to retain water such as tires and other items which can retain water. **Abate all items which can or may retain water and properly dispose of.**

Items to be removed and disposed of or recycled are discussed in more detail in Section 3 and will be identified at the mandatory pre-bid meeting.

Respondents are responsible for being thoroughly familiar with all specifications and requirements stated herein. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this solicitation and in doing so, certify that if awarded a contract, will make no claim against the County based upon unfamiliarity of or misunderstanding of the specifications.

- 1.2 MANDATORY PRE-BID MEETING.** A mandatory pre-bid meeting will be held on Tuesday, January 30 at 1:00 p.m. for interested parties to view the site of work and further discuss the project. Contractors will be responsible for bringing any tools and/or equipment necessary evaluating the site. Attendance is a prerequisite for submitting a response to this solicitation and will be evidenced by the representative's signature on the attendance roster. All participants shall meet at the property to be abated: 13722 Jefferson Road, Russellville, Missouri 65074.

- 1.3 QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **in writing** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

Jennifer Prenger
jprenger@colecouny.org

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, **all respondents or potential respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document.** Respondents should not otherwise ask any County official or employee questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

1.4 ISSUANCE OF ADDENDA. Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecounty.org. All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of the County is that which is issued in these specifications or by addendum thereto; no other means of communication, whether written or oral, shall be construed as a formal or official response or statement.

An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether addenda have been issued prior to submitting an offer and to incorporate that information into their response; the County assumes no liability for respondents' failure to do so. Further, failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

1.5 BID OPENING. Submissions will be publicly opened in the Cole County Commission Chambers at 311 East High Street, Room 200, Jefferson City, Missouri on Friday, February 9 at 4:00 p.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

1.6 ADVICE OF AWARD. Award notification letters, along with a bid tabulation summarizing responses received, will be sent via email to all parties that submitted a response upon bid award by the Cole County Commission.

2.0 TERMS AND CONDITIONS

2.1 INCURRING COSTS. Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.

2.2 RESERVATIONS. The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.

2.3 MODIFICATION/WITHDRAWAL. Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.

- 2.4 **VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.
- 2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.6 **EXCEPTIONS.** The wording of this invitation may not be changed or altered in any manner. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.
- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appears to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If a respondent has any questions which arise concerning the true meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounty.org. Failure to have requested an addendum covering any questions affecting the interpretations of the bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid documents. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular material or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain "like or similar" product(s) and/or service(s) to that which has been specified herein when use of such product or service is deemed in the best interest of the County of Cole
- 2.11 **BID FORMS.** Bids made on anything other than the official bid form(s), if furnished by Cole County, will render the bid informal and may cause its rejection.
- 2.12 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the

respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.

- 2.13 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Pricing submitted shall include all cost, of whatever nature, that is involved in achieving the good or service per the bid documents.
- 2.14 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the successful respondent upon request.
- 2.15 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.16 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order or service if delivery is not made or work not started as guaranteed.
- 2.17 **DEFAULT.** In case of default by the bidder or contractor, Cole County may procure the articles or services from other source(s) and hold the successful respondent responsible for any excess cost occasioned thereby.
- 2.18 **REGULATIONS.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules, regulations and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. The awarded party shall bear the responsibility to apply for, pay for, and obtain any permit, license, and/or inspection required.
- 2.19 **APPLICABLE LAW.** Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.20 **SHIPPING.** Deliveries shall be F.O.B. destination freight prepaid to Jefferson City, Missouri and included in pricing.
- 2.21 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.
- 2.22 **EVALUATION AND BASIS OF AWARD.** Award shall be made to the lowest responsible respondent whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. A staff recommendation will be made to the Cole County Commission who will ultimately make the award decision.
- 2.23 **SUCCESSFUL OFFER AS PART OF CONTRACT.** Offers received in response to this solicitation, at the County’s discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, applicants are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the

right to not execute a contract following this solicitation and to negotiate modifications or revisions to any awarded contract.

- 2.24 **ASSIGNMENT.** The selected company shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the company of any of its obligations under this Contract unless specifically stated in writing by the County.
- 2.25 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.26 **COLLUSION CLAUSE.** Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the responses of such Respondents void.
- 2.27 **COMPLIANCE WITH EMPLOYMENT LAWS.** In connection with the furnishing of supplies or performance of work under this Contract, the company agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder. Respondents are informed pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5000.00), the successful bidder shall, by sworn affidavit and the provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful Respondents shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.
- 2.28 **COOPERATIVE PROCUREMENT.** Respondents may choose whether or not to participate in cooperative purchasing. Various State Agencies, City, and County Offices may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful respondent, that each participating political subdivision shall only be liable to the successful respondent for materials or supplies contracted for by that political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful respondent shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

- 2.29 **PERFORMANCE BOND.** A Performance Bond will be required upon the execution of a contract for any project for which total costs exceeds \$25,000. The successful Bidder shall provide a Bond, Certified Check, Cashier's Check or Bank Money Order payable to the County of Cole for an amount equal to One Hundred Percent (100%) of the awarded portion of work before work is commenced guaranteeing the Contractor's performance of the work as specified and awarded. Said bond shall be in a form approved by the County and shall be by such company or companies as may be acceptable to the County in its sole and absolute discretion. The amount of the bond shall be equal to the total dollar amount of the Contractor's proposal as accepted by Cole County.

2.30 CONTRACT TERMINATION.

2.30.1 **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience.

2.30.2 **TERMINATION FOR CONVENIENCE.** The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

2.31 **LIQUIDATED DAMAGES.** The Cole County Commission may, at its discretion, deduct **One Hundred Dollars (\$100.00)** per day from any amount otherwise due under this contract for every day Contractor fails or refuses to prosecute the work, or any separable part thereof, with such diligence as will insure the completion by the date above specified, or any extension thereof, or fails to complete the work by such time, as long as the County does not terminate the right of Contractor to proceed or otherwise delay the Contractor's schedule. It is further provided that Contractor shall not be charged with liquidated damages because of delays in the completion of the work due to unforeseeable causes beyond Contractor's control and without fault or negligence on Contractor's part or the part of its agents.

2.32 INSURANCE REQUIREMENTS.

- 2.32.1 **CONTRACTORS INSURANCE.** The selected company shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the Cole County, nor shall the company allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to Cole County.
- 2.32.2 **COMPENSATION INSURANCE.** The selected company shall take out and maintain during the life of this Contract **Workers Compensation Insurance** for all of their employees employed at the site of the work, and in case any work is sublet, the company shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the company. Workers Compensation coverage shall meet Missouri statutory limits.
- 2.32.3 **COMPREHENSIVE GENERAL LIABILITY INSURANCE.** The selected company shall take out and maintain during the life of this Contract such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this Contract, from claims for damages for personal injury including accidental death as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- 2.32.4 **PROOF OF CARRIAGE OF INSURANCE.** The selected company shall furnish Cole County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this Contract, contains a description of the project or work to be performed, and requires a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as Cole County has made final acceptance of the facility contracted.
- 2.32.5 **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, the selected company shall indemnify and hold harmless the Clay County Public Health Center, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees) arising by reason of any act or failure to act, negligent or otherwise, of the company, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the company or a subcontractor for part of the services), of anyone directly or indirectly employed by the company or by any subcontractor, or of anyone for whose acts the company or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the company to indemnify, hold harmless, or defend Cole County from its own gross negligence.

3.0 SCOPE OF SERVICES AND RESPONDENT REQUIREMENTS

3.1 **SCOPE AND DELIVERABLES.** The scope of work for this package shall include but not be limited to:

- 3.1.1 Proper and legal disposal of all solid waste and construction materials; disposal receipts are required and shall be turned in upon completion of work.

Bidders are encouraged to recycle or scrap items in lieu of disposal to a landfill whenever possible. Bidder retains salvage rights to all items deemed in violation of the Cole County Environmental Protection and Safety Code as identified in the mandatory pre-bid meeting and to be removed from the property. Bidders must include in their proposal their plans for disposal be it recycling or disposal at a landfill. In either case, the successful bidder must show receipts or bills of lading showing proper disposal of solid waste or scrap at a recycling facility or landfill.

3.1.2 Completion of work in such a manner that the area and site are left clean and drainable.

3.1.3 Provision of silt fencing as required.

3.1.4 Notification by contractor to surrounding adjoining property owners if abatement will affect them.

3.1.5 Clean up, seeding, and strawing of any disturbed or bare areas left from property abatement.

3.1.6 Acquiring of any necessary permits and their associated costs

3.1.7 Strict adherence to OSHA regulations at all times while performing the work described herein

3.2 **COMPLETION OF WORK, TIME REQUIREMENTS.** Work is to be completed no later than fifteen (15) working days after execution of a contract.

3.3 **PREVAILING WAGE.** The work contemplated herein is on private property and as such is **NOT** subject to prevailing wage.

3.4 **INSURANCE.** Cole County will not be liable or provide any insurance for the work contemplated herein; this will be the sole responsibility of the successful respondent.

4.0 RESPONSE SUBMISSION

4.1 **SUBMISSION REQUIREMENTS.** Responses, which are to include the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda, shall be submitted according to the following requirements:

- Responses must be submitted in a sealed box or envelope identified by bid number, bid title, and bid opening date/time;
- Responses must be complete and signed by an official authorized to obligate the agency or company submitting the bid;
- Response submissions must include one (1) complete original response, which shall be so marked, and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late or at a place other than the stated address will be determined non-responsive and will be returned unopened to the sender without exception.

4.2 **FORMAT.**

5.2.1 **FULLY EXECUTED COVER PAGE.** Page one of this document shall be filled out with all requested information from the respondent and shall be the first page of the respondent's submission.

5.2.2 **ALL PAGES COMPRISING THIS INVITATION.**

5.2.3 **SIGNED COPY OF ANY ISSUED ADDENDA.**

5.2.4 **BIDDER RESPONSE FORM.**

5.2.5 **ANTI-COLLUSION STATEMENT.**

BIDDER RESPONSE FORM

Bid No. 2018-14: Abatement of Russellville Property, Removal of Solid Waste

TOTAL COST for the proper and legal disposal of all solid waste and construction materials at **13722 Jefferson Road, Russellville, Missouri 650074** as described herein:

\$ _____

Anticipated bid award is February 13. Do you have the ability to complete this job in its entirety by or before Wednesday, March 7?

Yes / No

Briefly describe your plans for disposal (recycling or disposal at landfill). Bidders are encouraged to recycle or scrap items in lieu of disposal to a landfill whenever possible. Bidder retains salvage rights to all items deemed in violation of the Cole County Environmental Protection and Safety Code.

Authorized Signature

Name of Business or Entity

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid.

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My Commission expires: _____

BID SUBMISSION CHECKLIST

- Fully executed cover page (page 1 of this document)
- Bidder Response Form (page 11 of this document)
- Anti-Collusion Statement signed by a Notary Public (page 12 of this document)
- ONE ORIGINAL and TWO EXACT DUPLICATES of your bid submission