

1/10/22

RFP TAC1051A Professional Services for: Hauling and Disposal of Household Pollutants

Addendum # 1

Please note the following changes which have been made for clarification to this Request for Proposal. This addendum **must be listed as Addendum #1** on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS page of the bid package as verification that you have received and are aware of the information contained herein.

CHANGES / ADDITIONS

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal must be received by **5:00 p.m. on Wednesday, January 19, 2022, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled **"RFP TAC1051A, Professional Hauling and Disposal of Household Pollutants"**. **Proposals received late will be returned unopened.**

Site Visits Must be scheduled No Later than January 12, 2022.

Inquiries to the Buyer requesting clarification regarding the RFP or the content therein must be made via e-mail and must be received prior to the end of the business day on **January 11, 2022**.

Request for Proposal

RFP TAC1051A

Professional Services for:

Hauling and Disposal of Household Pollutants

NIGP Commodity Code(s):

968-71 Solid or Liquid Waste Disposal

**Submit proposals
(sealed) to:**

City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103



CITY OF
Tulsa
A New Kind of *Energy*™

I. STATEMENT OF PURPOSE:

The City of Tulsa requests sealed proposals from Providers for the furnishing of all labor, materials, and equipment necessary for the analysis, lab-packing, transportation, disposal, recycling of aggregated household hazardous waste, and any training that must be completed in order to perform these tasks efficiently and effectively. There will be no guaranteed minimum work under the contract awarded. Bids will be evaluated not only for the rates the Provider offers, but the quality of service proposed, and the administrative processes employed.

In some sections of this document, the words “the bidder,” “the Provider,” and “the vendor” may be used interchangeably to mean the company or proprietorship submitting a proposal, and the word “bid” is used interchangeably with “proposal.”

Objective: To effectively and economically manage waste generated at the City of Tulsa’s Household Pollution Collection Facility.

We enthusiastically look forward to receiving your proposal.

III. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal must be received by **5:00 p.m. on Wednesday, January 19, 2022, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled “**RFP TAC1051A, Professional Hauling and Disposal of Household Pollutants**”.
Proposals received late will be returned unopened.
2. Proposals shall be delivered sealed to:

City Clerk’s Office
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103
3. All interested respondents to this RFP are required to register with the Buyer to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.

Respondents can request a site visit of the facility by contacting Don Hinson at 918-519-8782, Scott VanLoo at 918-527-0211 or Jacob Hagen 918-591-4351. Site Visits Must be scheduled No Later than January 12, 2022.

4. Inquiries to the Buyer requesting clarification regarding the RFP or the content therein must be made via e-mail and must be received prior to the end of the business day on **January 11, 2022**.

Donny Tiemann, Senior Buyer

dtiemann@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

5. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. The Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the Respondent's behalf.

B. General Notifications

1. The City notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
2. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
3. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement:

“The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the Board. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.”

4. The City also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected

Respondent on price and other contract terms, as necessary to meet the City's objectives.

5. Although it is the City's intent to choose only the most qualified Respondents, the City reserves the right to choose any number of qualified finalists for interview and/or for final selection. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
6. This RFP does not commit the City to pay any costs incurred in the preparation of proposals, or in submission of a proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies necessary to respond. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. The City is not liable for any costs incurred by Respondents for any work performed by the Respondent prior to the approval of an executed contract by the City.

IV. SCOPE OF WORK

- A. The services to be provided under this RFP include but are not limited to the following tasks:
- B. Collect, package (containerize), sample, and label hazardous, special, and solid wastes;
- C. Provide a complete listing of storage, loading, transfer, transportation, and disposal services for wastes to disposal or recycling facilities which will be utilized (must be registered with the U.S. EPA, the Oklahoma Corporation Commission, U.S. DOT, and any applicable out of state agencies). The facilities list should include the location, contact, phone and Federal/State TSD Number of each facility. Permits for each of these facilities should be attached with other information;
- D. Disposal (including incineration, fuels blending, treatment, recycling landfilling) of hazardous and other regulated materials;
- E. Provide roll-off boxes, box transportation for disposal, drums, packaging material, mobile collection sites (In case of emergency/natural disaster) on an as needed basis
- F. Recycling and treatment of waste materials whenever feasible;
- G. Assume Generator Status of all wastes. The Provider shall be deemed to be the "generator" (for the purposes of Oklahoma and Federal laws and regulations) of all materials accepted by the Provider at the Household Pollutant Collection Facility;
- H. Respond to all City disposal requests within 72 Hours of the written disposal request sent via facsimile or email.
- I. Provide paperwork and documentation needed to complete waste shipments;

- J. Provide City with fully executed copies of Waste Manifests within 35 days of waste shipment;
- K. Provide City with Certificates of Disposal within 90 days of waste shipment, including methods of final treatment and disposal;
- L. Maintain all necessary licenses and/or permits required under Federal, State and local laws and regulations for the transportation and proper disposal of hazardous waste. A current copy must be sent to the City with their Proposal and before any and all renewals; and
- M. Submit an annual report in a format mutually agreed upon by the Provider and the City, which summarizes the services provided, expenditures paid, and any other info requested by the City Of Tulsa. The report shall be sent to the City no later than forty-five (45) days following the end of each City fiscal year. The City may also request reports to be submitted at other intervals throughout the year.
- N. Provide with assistance in setting up, staffing, and labor for temporary collection areas that could be necessary in emergency situations.

V. TIME FRAME FOR REVIEW:

Once all Proposals are received there will be, approximately, a two-week review period.

VI. DELIVERABLES:

- The contractor will provide an addendum to the Operational Plan. This document will provide all pertinent information regarding the contractors' permits, insurance, credentials and abilities to manage the City of Tulsa waste
- An addendum will be attached to this plan giving the credentials and insurance of the selected company. Also City of Tulsa staff will perform site visits to any contract facility or subcontract facility utilized to dispose of material.
- Contractors will accept any unexpected waste we receive and/or provide assistance (if needed) to determine any unknowns we accidentally accept.
- Contractors will be required to secure their loads to prevent littering.
- Waste Management Facility Evaluation for any contractor or sub-contractor utilized disposal of waste
- Unpermitted prohibited waste will be removed from the facility and transported to a disposal facility specially licensed and permitted to dispose of such waste. This transportation will take place as soon as possible, but no later than 90 days after acquiring the special waste.
- Contractor(s) utilized to dispose of the waste will be required to complete waste hauler manifests for each load transported out of the facility.
- Contractor(s) will provide all necessary training required for efficiently and safely receiving all approved waste.
- Contractors will provide weekly, monthly, and/or annual reports as requested by the City of Tulsa.

VII. RESPONDENT AND PROPOSAL REQUIREMENTS

To be considered, interested Respondents should submit or address the following:

- Outline your approach to this proposal and specify any unusual problems which you anticipate.
- Detail your company's resources, personnel availability, and overall capability to meet the completion schedule.
- One (1) unbound original and five (5) bound copies of the proposal plus one (1) digital copy.
- A description of previous work experience that the Respondent (and those of each Respondent proposed as part of the team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.
- Copies of the Respondents' Licenses (licenses required by the State of Oklahoma to pick up and transport hazardous waste) and Certificates (certificates pertaining to employees handling and disposing of hazardous waste);
- Copies of the Respondents' Health and Safety Program Manuals;

VIII. EVALUATION and AWARD OF PROPOSALS:

A panel consisting of not less than three City of Tulsa employees will evaluate proposals. Selection shall be the sole determination of the City, to the Respondent whose proposal is determined to be in the best interest of the City. The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the successful Respondent.

Per Tulsa Revised Ordinances (TRO) Title 6, Chapter 4, these factors will be considered in the award of proposals:

- Experience and history with regards to the scope of work. This includes the quality of performance by Respondent of previous contracts or services.
- Thoroughness of the completion of bid packet, especially the Price Sheet Summaries.
- The waste management hierarchy as follows:
 - A. Source Reduction (reuse)
 - B. Recycle, retort
 - C. RCRA Incineration
 - D. Energy Recovery (fuel blending)
 - E. Land Disposal

- Proximity of the Respondent base of operations to Tulsa.
- Cost

The above mentioned items will be worth a maximum of 20 points each for a total of 100 possible points.

A secondary contractor will be selected in the event the primary contractor cannot provide the services outlined in this proposal.

INSURANCE

Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the contract, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

You will have 10 days after notification that your Proposal was selected for contract award by City to provide proof of such coverage by providing the assigned Project Buyer shown on the Summary Sheet of this Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Invitation for Bid number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements

MISCELLANEOUS

Your response to this RFP and any subsequent correspondence related to this proposal process will be considered part of the contract, if one is awarded to you.

All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.

The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.

Your proposal must clearly indicate the name of the responding organization, including the Respondent's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents assigned to the City account.

The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.

The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics, see the provisions of the City of Tulsa Open Records Policy, available via the following link:

<https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>

Further, your company will be bound to comply with the provisions set forth in this RFP unless any and all deviations are explicitly stated in your proposal. The City shall not infringe upon any intellectual property right of any vendor, but specifically reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified. The City shall not be under any obligation to return any materials submitted in response to this RFP.

The City expects to enter into a written Agreement (the "Agreement") with the chosen vendor that shall incorporate this RFP and your proposal. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary.

The City reserves the right to choose a Secondary Vendor to dispose of any of the waste streams mentioned in this contract when the Primary Vendor is unable to fulfil the terms of its agreement or it is within the City's best interest.

The vendor must have the equipment and manpower at disposal pickups to load all pollutants including 55 ga. drums and gaylord boxes from our facility into their vehicles without relying on City of Tulsa manpower and resources. These disposal pickups need to be on Tuesday, Thursday, and Friday between the hours of 8am-3pm.

Vendor should provide 24/7 contact for emergency purposes.

IX. Questions and Responses From The Previous Request for Proposal

1. **Question:** What will the weekly hours of operation be for the permanent HHW facility?
Answer: Wednesday and Saturday from 8:00am to 4:30pm. These hours and days are subject to change.
2. **Question:** Will there be any collection events scheduled on the weekend? If so, how many?
Answer: No waste will be collected through events. This is a permanent facility that will be collecting waste following a regular schedule stated in Question 1. This is subject to change as the citizen needs and resources evolve.
3. **Question:** How many cars do you anticipate being processed through a typical weekend HHW event?
Answer: As stated above, all waste will be collected at the schedule stated in Question 1. No waste will be collected through events. A typical Saturday will process waste from 33 cars, 1 every 15 minutes for 8 hours. Up to 70 vehicles and over 10,000 lbs have come through in a single week.
4. **Question:** Will the City staff and run the permanent HHW facility?
Answer: Yes.
5. **Question:** What specific training requirements are you asking the award vendor to supply?
Answer: Training on how to sort and package and label waste for vendor disposal.
6. **Question:** How many City staff employees would need to be trained?
Answer: Approximately 12.
7. **Question:** Please specifically describe the material proposed to be contained and shipped in Roll Offs?
Answer: None. Roll offs will not be used to dispose of waste by this contract.
8. **Question:** How often do you anticipate the vendor will need to schedule drum shipments from the permanent site storage facility?
Answer: This will vary based upon the amount that is collected. The awarded bidder will be required to dispose of waste within 72 hours of receiving call from the City. It is critically important to meet this 72-hour response time as our facility is small and not able to store large amounts of pollutants for extended periods of time.
9. **Question:** How much floor space is currently set aside to store full drums on site until a truckload pickup can be scheduled?
Answer: The facility has a chemical storage area with two compartments. One for hydro carbons with dimensions of 10'ft long 8'ft wide; the other for acids, oxidizers and other chemicals with dimensions of 10'ft Wide 24'ft long.

10. **Question:** How much material do you anticipate being collected on a daily, weekly and monthly basis?
Answer: It is anticipated that the facility will collect the same amount of wastes that is collected from the two events that are currently being held by the M.e.t. for the Tulsa area. An exact figure is unknown. The facility will process 3,328 cars per year (64 cars per week). After the first year of operations, more precise figures will be established. See updated table on page 16 with poundage per year. The amount collected per day, week and month can vary wildly but as mentioned elsewhere, can be over 10,000 lbs per week.
11. **Question:** How many vendor staff employees do you anticipate being required to work at this facility and how many hours per day, week, month do you need them to work?
Answer: This will be limited to what the vendor thinks will be necessary to train City staff to sort and package waste for vendor disposal. We anticipate one employee for two weeks. City staff is already experienced with the collection and sorting of these wastes. But, the City wants to make sure that this is done in a manner that allows for easy disposal with the vendor. Two trainings for approximately 4 hours apiece should be sufficient.
12. **Question:** When the HHW facility is open, do you plan to preschedule residents a time to drop off their material or will it be whoever shows up on a particular day?
Answer: Opening targeted for January 2016. Yes, customers will be scheduled by an appointment, one every 15 minutes. Appointments have been eliminated and citizens can come at any time between 8am to 4:30pm except during lunch 11:30-12:00pm when we close temporarily.
13. **Question:** Please describe how you foresee the facility being utilized once it is open in January 2016?
Answer: The Facility will be used only as a Household Pollutant Collection Facility.
14. **Question:** What do you have budgeted to spend per year for this contract award?
Answer: The city has adequate funding for the disposal of all materials collected.

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from Bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

AFFIDAVIT OF CLAIMANT

STATE OF _____

COUNTY OF _____

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: _____
Signature

Name: _____

Company: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an authorized agent and notarized

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____

(Must be Respondent's company name exactly as reflected on its organizational documents, filed with the state in which Respondent is organized; not simply a DBA.)

State of Organization: _____

Respondent's Type of Legal Entity: (check one)

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Limited Partnership

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ Other: _____

Address: _____

Street

City

State

Zip

Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ►

Printed Name: _____

Title: _____

Date: _____

*Please note – In order to allow bidder to calculate the most economical price feasible for disposal services, the table below has been included in the pricing sheet summaries. This table is based on historical data of material collected at the Household Pollutant Collection Facility from Fall 2008-2020. This facility has serviced the household pollutant disposal needs of Tulsa and the surrounding communities. This is only an estimate of amounts of materials the facility is expected to receive on an annual basis, and the amounts have the potential to fluctuate with increased citizen participation of the facility. Waste streams highlighted in gray will be disposed of through existing agreements outside of this contract but may be added to this contract if necessary.

Material Collected at Household Pollutant Collection Facility (2018-2020)			
Material	Amount		
	2018	2019	2020
Oil (gals)	1,000	1,700	17,122
Latex Paint (containers)	NA	90,680	160,280
Low Visc. (lbs.)	11522	12968	10372
High Visc. (lbs)	12093	11286	19402
Loosepack Flammable (lbs)	2664	3344	10710
Aerosols (lbs.)	9808	12388	9778
Foaming Aerosols (lbs)	190	200	250
Oxidizers (lbs.)	1906	2194	2367
Batteries - automobile (lbs.)	7,300	4563	8166
Batteries - household (NiCad) (lbs.)	208	254	480
Toxic Liquids (lbs.)	11210	14506	14984
Toxic Solids (lbs)	6872	8614	11092
Bases (lbs.)	4666	4590	5548
Acids (lbs)	3021	3734	3880
Fluorescent Light Bulbs (lbs)	1864	1846	1914
Antifreeze (gals)	250	450	6658
Propane Cylinders (each)	221	178	307
Fire Extinguishers (each)	472	216	640
Cooking Grease (gals)	500	200	800

Price Sheet Summaries

Providers should provide a price estimate for each task of each technology method proposed for this project. At least those tasks shown in the following list should be included. The Provider may wish to include additional tasks as appropriate, depending on the complexity of the technology proposed. A cost estimate for each task associated with a subcontractor should be provided.

Disposal Costs

WASTE STREAM/DISPOSAL/METHOD

UNIT PRICE

3.1.0 RCRA Incineration—LABPACKS

3.1.1 Acid

Cubic Yard Box	\$ _____ /Cu.yd
85 Gallon Overpack Drum	\$ _____ /Drum
55 Gallon Drum	\$ _____ /Drum
30 Gallon Drum	\$ _____ /Drum
20 Gallon Drum	\$ _____ /Drum
15 Gallon Drum	\$ _____ /Drum
5 Gallon Drum	\$ _____ /Drum

3.1.2 Base

Cubic Yard Box	\$ _____ /Cu.yd
85 Gallon Overpack Drum	\$ _____ /Drum
55 Gallon Drum	\$ _____ /Drum
30 Gallon Drum	\$ _____ /Drum
20 Gallon Drum	\$ _____ /Drum
15 Gallon Drum	\$ _____ /Drum
5 Gallon Drum	\$ _____ /Drum

3.1.3 Flammable Liquids

Cubic Yard Box	\$ _____ /Cu.yd
85 Gallon Overpack Drum	\$ _____ /Drum
55 Gallon Drum	\$ _____ /Drum
30 Gallon Drum	\$ _____ /Drum
20 Gallon Drum	\$ _____ /Drum
15 Gallon Drum	\$ _____ /Drum
5 Gallon Drum	\$ _____ /Drum

3.1.4 Flammable Solids

Cubic Yard Box	\$ _____ /Cu.yd
85 Gallon Overpack Drum	\$ _____ /Drum
55 Gallon Drum	\$ _____ /Drum
30 Gallon Drum	\$ _____ /Drum
20 Gallon Drum	\$ _____ /Drum
15 Gallon Drum	\$ _____ /Drum
5 Gallon Drum	\$ _____ /Drum

WASTE STREAM/DISPOSAL/METHOD**UNIT PRICE****3.1.5 Organic Peroxides**

55 Gallon Drum	\$ /Drum
30 Gallon Drum	\$ /Drum
20 Gallon Drum	\$ /Drum
15 Gallon Drum	\$ /Drum
5 Gallon Drum	\$ /Drum

3.1.6 Oxidizers

85 Gallon Overpack Drum	\$ /Drum
55 Gallon Drum	\$ /Drum
30 Gallon Drum	\$ /Drum
20 Gallon Drum	\$ /Drum
15 Gallon Drum	\$ /Drum
5 Gallon Drum	\$ /Drum

3.1.7 Pesticides

Cubic Yard Box	\$ /Cu.yd
85 Gallon Overpack Drum	\$ /Drum
55 Gallon Drum	\$ /Drum
30 Gallon Drum	\$ /Drum
20 Gallon Drum	\$ /Drum
15 Gallon Drum	\$ /Drum
5 Gallon Drum	\$ /Drum

3.1.8 Water Reactive

30 Gallon Drum	\$ /Drum
20 Gallon Drum	\$ /Drum
15 Gallon Drum	\$ /Drum
5 Gallon Drum	\$ /Drum

3.1.9 Mercury Compounds

30 Gallon Drum	\$ /Drum
20 Gallon Drum	\$ /Drum
15 Gallon Drum	\$ /Drum
5 Gallon Drum	\$ /Drum

3.2.0 RCRA Incineration—BULK**3.2.1 Aerosols**

Cubic Yard Box	\$ /Cu.yd
55 Gallon Drum	\$ /Drum
30 Gallon Drum	\$ /Drum
20 Gallon Drum	\$ /Drum
15 Gallon Drum	\$ /Drum
5 Gallon Drum	\$ /Drum

3.2.1.a Foaming Aerosols

Cubic Yard Box	\$ _____ /Cu.yd
55 Gallon Drum	\$ _____ /Drum
30 Gallon Drum	\$ _____ /Drum
20 Gallon Drum	\$ _____ /Drum
15 Gallon Drum	\$ _____ /Drum
5 Gallon Drum	\$ _____ /Drum

3.2.1.b Fire Extinguishers

20 Lb.	\$ _____ /Ea
10 Lb.	\$ _____ /Ea
5 Lb.	\$ _____ /Ea
4 Lb.	\$ _____ /Ea

WASTE STREAM/DISPOSAL/METHOD

UNIT PRICE

3.2.2 Lithium Batteries

55 Gallon Drum	\$ _____ /Drum
30 Gallon Drum	\$ _____ /Drum
20 Gallon Drum	\$ _____ /Drum
15 Gallon Drum	\$ _____ /Drum
5 Gallon Drum	\$ _____ /Drum

3.2.3 Disposable Lighters

Cubic Yard Box	\$ _____ /Cu.yd
55 Gallon Drum	\$ _____ /Drum
30 Gallon Drum	\$ _____ /Drum
20 Gallon Drum	\$ _____ /Drum
15 Gallon Drum	\$ _____ /Drum
5 Gallon Drum	\$ _____ /Drum

3.3.0 FUEL BLENDING—BULK

3.3.1 Flammable Liquids

85 Gallon Overpack Drum	\$ _____ /Drum
55 Gallon Drum	\$ _____ /Drum
30 Gallon Drum	\$ _____ /Drum
20 Gallon Drum	\$ _____ /Drum
15 Gallon Drum	\$ _____ /Drum
5 Gallon Drum	\$ _____ /Drum

3.3.2 Paint Related Products

Cubic Yard Box	\$ /Cu. yd.
85 Gallon Overpack Drum	\$ /Drum
55 Gallon Drum	\$ /Drum
30 Gallon Drum	\$ /Drum
20 Gallon Drum	\$ /Drum
15 Gallon Drum	\$ /Drum
5 Gallon Drum	\$ /Drum

3.4.0 Recycle

3.4.1 Computers Monitors; CPU's; Fax Machines; Printers & Peripherals

Cubic Yard Box	\$ /Cu. yd	\$ /EA
Pallet		

3.4.2 Fluorescent Bulbs – Crushed

55 Gallon Drum	\$ /Drum
30 Gallon Drum	\$ /Drum
20 Gallon Drum	\$ /Drum
15 Gallon Drum	\$ /Drum
5 Gallon Drum	\$ /Drum

UNIT PRICE

WASTE STREAM/DISPOSAL/METHOD

3.4.3 Fluorescent Bulbs – Whole

55 Gallon Drum	\$ /Drum
30 Gallon Drum	\$ /Drum
20 Gallon Drum	\$ /Drum
15 Gallon Drum	\$ /Drum
5 Gallon Drum	\$ /Drum
4 ft. Box	\$ /Box
8 ft. Box	\$ /Ea

3.4.4 Freon, R12, R22, R134A

30 Lb.	\$ /Ea
20 Lb.	\$ /Ea
5 Lb.	\$ /Ea
1 Lb.	\$ /Ea

3.4.5 Latex Paint

85 Gallon Overpack Drum	\$ /Drum
55 Gallon Drum	\$ /Drum
30 Gallon Drum	\$ /Drum
20 Gallon Drum	\$ /Drum
15 Gallon Drum	\$ /Drum
5 Gallon Drum	\$ /Drum

3.4.6 Batteries - Lead Acid	\$ /Per Lb.
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3.4.7 Batteries - Lithium

55 Gallon Drum	\$ _____ /Drum
30 Gallon Drum	\$ _____ /Drum
20 Gallon Drum	\$ _____ /Drum
15 Gallon Drum	\$ _____ /Drum
5 Gallon Drum	\$ _____ /Drum

3. 4.8 Batteries – Ni-Cd

55 Gallon Drum	\$ _____ /Drum
30 Gallon Drum	\$ _____ /Drum
20 Gallon Drum	\$ _____ /Drum
15 Gallon Drum	\$ _____ /Drum
5 Gallon Drum	\$ _____ /Drum

3.4.9 Mercury, Metallic

55 Gallon Drum	\$ _____ /Drum
30 Gallon Drum	\$ _____ /Drum
20 Gallon Drum	\$ _____ /Drum
15 Gallon Drum	\$ _____ /Drum
5 Gallon Drum	\$ _____ /Drum

WASTE STREAM/DISPOSAL/METHOD

UNIT PRICE

3.4.10 PCB Ballasts

55 Gallon Drum	\$ _____ /Drum
30 Gallon Drum	\$ _____ /Drum
20 Gallon Drum	\$ _____ /Drum
15 Gallon Drum	\$ _____ /Drum
5 Gallon Drum	\$ _____ /Drum

3.4.11 Propane

30 Lb.	\$ _____ /Ea
20 Lb.	\$ _____ /Ea
5 Lb.	\$ _____ /Ea
1 Lb.	\$ _____ /Ea

3.4.12 Sodium Light Bulbs

5 Gallon Drum	\$ _____ /Drum
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3.5.0 RCRA Class C Landfill

3.5.1 Alkaline Batteries

85 Gallon Overpack Drum	\$ /Drum
55 Gallon Drum	\$ /Drum
30 Gallon Drum	\$ /Drum
20 Gallon Drum	\$ /Drum
15 Gallon Drum	\$ /Drum
5 Gallon Drum	\$ /Drum

3.5.2 Asbestos

Cubic Yard Box	\$ /Cu.yd
55 Gallon Drum	\$ /Drum
30 Gallon Drum	\$ /Drum
20 Gallon Drum	\$ /Drum
15 Gallon Drum	\$ /Drum
5 Gallon Drum	\$ /Drum

3.5.3 Non-RCRA Solids

Cubic Yard Box	\$ /Cu.yd
85 Gallon Overpack Drum	\$ /Drum
55 Gallon Drum	\$ /Drum
30 Gallon Drum	\$ /Drum
20 Gallon Drum	\$ /Drum
15 Gallon Drum	\$ /Drum
5 Gallon Drum	\$ /Drum

SUPPLY COSTS

55 gallon steel open top drum	\$ _____/each
55 gallon steel closed top drum	\$ _____/each
55 gallon fiber open top drum	\$ _____/each
55 gallon poly open top drum	\$ _____/each
30 gallon fiber open top drum	\$ _____/each
30 gallon poly open top drum	\$ _____/each
20 gallon fiber open top drum	\$ _____/each
20 gallon poly open top drum	\$ _____/each
15 gallon fiber open top drum	\$ _____/each
15 gallon poly open top drum	\$ _____/each
5 gallon poly open top pail	\$ _____/each
85 gallon metal overpack drum	\$ _____/each
85 gallon poly overpack drum	\$ _____/each
Vermiculite bag	\$ _____/each
Oil dry bag	\$ _____/each
Hazardous cubic yard box kits	\$ _____/each
Non-hazardous cubic yard box kits	\$ _____/each
4' fluorescent bulb container	\$ _____/each
8' fluorescent bulb container	\$ _____/each
PH paper	\$ _____/each
Manifests/labels/markings	\$ _____/each

Transportation Costs

Less than Truckload Pickups:

Stop Fee	\$ _____
Freight (Note: LTL charges not to exceed full load charges)	\$ _____/drum
	\$ _____/pallet

Full Truckload Prices (Not-to-exceed)

Box Truck (40-48 drums or 12 cubic yard boxes)	\$ _____
Van Trailer (84-90 drums or 26 cubic yard boxes)	\$ _____

Service Costs

Service	Type	Price/Unit
3.6.0. On-site haz-cat analysis	Per test	\$_____/analysis
3.6.1. Roll off box	20 yard	\$_____/day Include delivery, pickup & rental
3.6.2. Roll off box	40 yard	\$_____/ day include delivery, pickup & rental
3.6.3. Labor	Technician	\$_____/hour
3.6.4. Labor	Chemist	\$_____/hour
3.6.5. Other		\$_____/_____

Training Costs

<u>Type(s) of Training Provided</u>	<u>Frequency</u>	<u>Price</u>	<u>Location of Training</u>

LIST OF SUBCONTRACTORS

Providers shall complete the following information and submit it with the qualifications Documents to permit The City of Tulsa to more fully evaluate the submittal's quality prior to awarding the contract.

Subcontractor's Name	Subcontractor's Address	Subcontractor's Telephone No.	Subcontractor's FAX Number	Proposed Tasks On the Project

IF NECESSARY, THIS PAGE MAY BE COPIED TO DESCRIBE ADDITIONAL
SUBCONTRACTORS

PROPOSED DISPOSAL FACILITIES

List all TSDFs to be used for this project. This page may be copied if more space is needed. Attach relevant page(s) from RCRA part B permits following this page.

Facility Name, Owner And Address	Phone Number	Primary Contact Person	Type of Disposal	EPA & State ID Numbers

Annual Price Adjustment for Pricing on Price Sheet Summaries. The prices bid for any Goods and/or Services shall not increase during the initial term of the contract. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price **will be considered** if the following conditions are met:

- a) You must limit any increase to **one** of the following(indicate your **choice***):
 - i. the change in the Consumer Price Index from BLS Table 1(web link below) from the prior year, as measured by the change in the CPI-U between the most recent month available and that same month in the prior year ____ (place an "X" here if this is your choice)
 - ii. a fixed percentage you specify ____%
- b) You must notify City, in writing, no later than 90 days before the initial contract period ends, or any renewal period ends, of your intent to exercise the price choice in your bid. **Failure to so notify City will result in City denying any price increases.** In no event can the proposed price change exceed that possible under the choice in your bid. Your notice can be sent by certified mail, fax or email.
- c) **You must certify at renewal that the prices you are requesting from the City, including any increase requested, are as favorable as the prices you are charging your other customers which purchase similar quantities, and types, of goods and services.** Any increase requested at renewal will be considered in the City's decision whether to renew, or re-bid, the contract.**

Notes: * - Any price increase you choose will be considered in the evaluation of your bid. If you choose the CPI-U, the annual increase used for evaluation will be assumed to equal the change in the CPI-U for the prior year, as described above.

** - The Affidavit of Compliance for Price Adjustment, which will need to be provided **at renewal** if an increase is requested, you may contact the Buyer listed on this Invitation for Bid to request one.

CPI Web Link: <http://www.bls.gov/news.release/cpi.t01.htm>

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into a contract with the selected vendor for an initial term ending one (1) year from the date of its execution by the City's Mayor, with five (5) one-year renewals available at the option of the City. All contracts entered into by the City of Tulsa shall include, but not be limited to, the following general terms:

1. **Renewals.** Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec.

1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three-year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Minority, Female, and Disadvantaged Business Enterprises and Equal Employment Opportunity.** Contractor shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business enterprise utilization and equal employment opportunity.

The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.

Company Name: _____

Date: _____

By: _____

Name Printed: _____

Title: _____