



University of Missouri (UM) Procurement

BID REQUEST NO.: #23064

SOURCING CONTACT: WADE A. JADWIN

TITLE: TRANSPORT, TREATMENT, RECYCLING

AND/OR DISPOSAL OF CHEMICAL WASTE **PHONE NO.:** 573-341-4049

ISSUE DATE: NOVEMBER 4, 2022

E-MAIL: jadwinw@mst.edu

BID DUE DATE: NOVEMBER 22, 2022 AT 2:00 PM CST

Bids must be submitted in a PDF format electronically via email to jadwinw@mst.edu with the subject line labeled and identified as RFB #23064. Please allow transmittal time to ensure your bid is received no later than the time stated above. The University assumes no responsibility for any bidder's on-time receipt of their bid response.

You are invited to submit a bid on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions included herein. Bidder offers and agrees to furnish and deliver the items or perform the services upon which prices are quoted herein. Any quotations sent to the University of Missouri prior to this request for bid are void and will not be considered.

The bidder agrees the language of this bid document shall govern in the event of a conflict with supplier's bid response. The bidder further agrees that upon receipt of an authorized purchase order from the University of Missouri or when a Notice of Award is signed and issued by an authorized official of the University of Missouri, a binding contract shall exist between the bidder and The Curators of the University of Missouri.

If you have any questions regarding the RFB, please send them to:

Wade A. Jadwin, Strategic Sourcing Specialist

University of Missouri Procurement

209 East 8th Street

Rolla, MO 65409

Email Address – jadwinw@mst.edu

All questions regarding the RFB must be received no later than November 15, 2022 at 2:00 PM CST.

The University reserves the right to waive any informalities in Request for Bids and to reject any or all bids.

AUTHORIZED BIDDER REPRESENTATION

Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Number of calendar days delivery after receipt of order: _____	Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.
Select Payment Method: SUA ACH Check	
Circle one: Individual Partnership Corporation	
If a corporation, incorporated under the laws of the State of _____	
Licensed to do business in the State of Missouri? ___yes ___no	
Maintain a regular place of business in the State of Missouri? ___yes ___no	

This signature sheet must be returned with your bid.

BID REQUEST AND BID CONDITIONS

This Bid Request and Bid is made upon and subject to the following conditions, all of which are accepted by bidder. Upon acceptance by University, this Bid Request and Bid and the University Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

- 1.** No oral explanation regarding the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, they may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanation or interpretations of the proposed documents.
- 2.** The University reserves the right to reject any and all bids and to waive any informality in bids.
- 3.** Whenever the name of a manufacturer or vendor is mentioned herein and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". University assumes that items bid as equal are equal. University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and supplier agrees to replace such items with satisfactory items at the original bid price.
- 4.** Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the supplier proposes to furnish an item of a different manufacturer or supplier other than the one specified on the face hereof, the manufacturer or supplier of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
- 5.** All items bid shall be new unless otherwise specified by the University.
- 6.** Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.
- 7.** Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.
- 8.** Prices quoted are to be firm and final, and prices shall be stated in units of quantity specified with packing and drayage charges included.
- 9.** Shipments shall be marked as directed on the Purchase Order.
- 10.** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. C.O.D. shipments will not be accepted. The seller must pay and bear all freight charges.
- 11.** The University will not be responsible for articles or services furnished without a Purchase Order.
- 12.** Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the supplier.
- 13.** All invoices and correspondence shall show the Purchase Order Number. All invoices must contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.
- 14.** Supplier agrees to defend, protect, and save the University harmless from all claims and actions arising out of patent infringement.
- 15.** University reserves the right to cancel all or any part of orders if shipment is not made as promised. Supplier shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.
- 16.** The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.
- 17.** Samples, when required, are to be furnished prior to the date specified for receipt of bids.
- 18.** In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the UM Chief Procurement Officer shall be final and binding upon both parties.
- 19.** The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.

- 20.** In awarding the contract, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of his bid.
- 21.** In the event time and materials are a portion of this bid, the University reserves the right to audit supplier's records concerning this bid.
- 22.** All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder, the bidder must notify UM Procurement immediately in writing.
- 23.** The University serves from time to time as contractor for the United States Government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
- 24.** As required by Section 508 of the Rehabilitation Act (36 C.F.R., Pt. 1194) and other state and federal laws, the University requires that all products provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. To fulfill this obligations, Bidder shall: (1) ensure that all products comply with the Web Content Accessibility Guidelines (WCAG); (2) provide the University with an Accessibility Conformance Report; (3) respond promptly to accessibility complaints or reported deficiencies at no cost to the University; and (4) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.
- 25.** Bidder certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
- 26.** If this bid involves health care services or products, the Bidder agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Bidder with regard to patients of the University. All services provided pursuant to this bid shall be provided in accordance with all applicable federal and state laws, including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264, the Administrative Simplification sections and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Administration. Bidder represents that Bidder is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Bidder agrees to notify the University of any imposed exclusions or sanctions covered by this representation.
- 27.** If the contract resulting from this bid involves the acquisition of disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if awarded supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
- 28.** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the awarded supplier shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- 29.** In accordance with University policy, preference shall be given to Missouri products, materials, services, and firms when the goods or services to be provided are equally or better suited for the intended purpose. In assessing overall value, consideration will be given to the extent to which proximity or Missouri preference of the supplier provides potential advantages or reduction of risks. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
- 30.** In connection with the furnishing of equipment, supplies, and/or services as a result of this bid, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for

employment on the basis of race, color, religion, national origin, sex, age, disability or veteran status. The contractor shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts, including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

- 31.** Due to the changing nature of the COVID-19 pandemic, awarded supplier will monitor and comply with CDC and other federal, state and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.

NOTIFICATION TO UNIVERSITY IN EVENT OF POSITIVE COVID-19 CASE: In the event any of the successful Contractor's personnel who have or are presently performing services for the University of Missouri (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, the successful Contractor shall immediately notify the University designated contact, and take immediate action to quarantine such person and any other Contractor Personnel who may have come in contact with the person testing positive for COVID-19, and assist University in identifying any other persons on the University campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on University's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.

- 32.** Suppliers shall refrain in offering any offers of gifts to the University and all University of Missouri employees in accordance with University of Missouri Policy, #26301, Suppliers.
- 33.** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Supplier thirty (30) days prior to the effective date of such cancellation.
- 34.** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred. For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment may not occur unless this information has been provided. The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms. No additional fees shall be charged for the use of University credit cards.
- 35.** The intended coverage of this RFB, and any contract resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, including MU Health Care. The University of Missouri System seeks to make the terms and prices of this bid available to other public entities and higher education institutions. Extension of the terms and prices to any or all other higher education institutions and public entities is at the discretion of bidders and shall not be considered in the award of this bid. The bidder shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the supplier by such entities, nor will the University be responsible for contract administration other institutions.

**UNIVERSITY OF MISSOURI
SPECIAL CONDITIONS & DETAILED SPECIFICATIONS**

University of Missouri Procurement is requesting bids for the furnishing and providing **TRANSPORT, TREATMENT, RECYCLING AND/OR DISPOSAL OF CHEMICAL WASTE** for University of Missouri – St. Louis and Environmental Health, Safety and Sustainability (EHSS).

All quantities are estimated based upon anticipated needs. The University reserves the right to order more or less as needed. Instructions for ordering will be provided at time of notice of award and/or issuance of purchase order.

SCOPE OF WORK:

Services to be provided under this contract shall include the legal packaging, transportation and disposal of surplus and waste chemicals, contaminated debris, and other types of regulated and non-regulated wastes. This service is for the UMSL main campus. Work under this contract is to be conducted Monday through Friday between the hours of 7:00 am and 2:30 pm, and in such a manner as to create minimal disruptions to University operations.

UNIVERSITY OF MISSOURI – ST. LOUIS – SMALL QUANTITY GENERATOR:

The University of Missouri – Saint Louis (UMSL) is a small quantity generator (SQG) of hazardous wastes. Surplus and spent chemicals are routinely collected from various satellite generation points at the main campus and transported to the hazardous waste storage area located in the MSC Garage North. Hazardous waste shipments are made from this point. UMSL typically makes 6-10 waste shipments per year. Respondents shall indicate how their company can accommodate this request. Some laboratory cleanouts are large and are more efficient if the contractor does the work at the laboratory, so occasional work would be done at the science complex. This group includes the, Stadler, Research, Science Learning Building, and Nanoscience buildings.

The University request the respondent to provide transportation, and disposal of chemical wastes according to Department of Transportation (DOT), Environmental Protection Agency (EPA), Missouri Department of Natural Resources (MDNR), Toxic Substances Control Act (TSCA), and Occupational Safety and Health Administration (OSHA) requirements. This service will include the final segregation, packaging, manifesting, land ban notifications, etc., loading of the waste onto the transportation vehicle and final disposal.

AWARD:

The award will be based on lowest bid meeting all specifications. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. **If a split award is not acceptable to a bidder, it must be stated in the bid response.**

Note: The University of Missouri reserves the right to negotiate best and final terms with the bidder selected.

CONTRACT TERM:

The contract period shall be from date of award for one (1) year with the option to renew for four (4) one-year periods.

Pricing shall remain firm for the initial term of the contract. Each bidder is required to state their maximum percent increase for items awarded for the successive annual renewal periods, if applicable. The percent increase shall be a percentage change in the unit prices and shall not exceed that percent. The percent increase will be considered when evaluating the bids.

Prospective contractors must provide pricing in the manner as listed on the Bid form. Unit pricing must include all costs for profiling and approval of waste streams, marking and labeling of hazardous waste packages, loading, and disposal of bulk and lab pack wastes, as well as labor costs for bulking wastes and packaging lab packs. Transportation costs shall be provided on a per drum basis. If there is an additional fee for each pick-up, or a minimum number of drums for a pick-up, this must be provided with an explanation. UMSL pickups can range anywhere from two drums to 6 drums. Lab pack materials & Bulk wastes will typically be packaged by contractor. Any extra fees or surcharges including, but not limited to, "Fuel Surcharge Fee", or "Energy and Insurance Recovery Charge" shall be described.

Prices quoted must remain firm during first year of contract. Price change requests for each of the one (1) year renewal options must be submitted in writing to Wade A. Jadwin – jadwinw@mst.edu at least sixty (60) days before the end of any one (1) year period. Price increase requests must be approved by the University in writing before increases will be allowed. Any approved price increase will take effect at the beginning of the next one (1) year term.

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS MO. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

INSURANCE REQUIREMENTS:

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- IX

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of not less than \$5,000,000 Each Occurrence, \$10,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the University as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Auto Liability Contractor agrees to maintain Business Automobile Liability at a limit not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & NonOwned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit

Pollution Liability Contractor agrees to maintain Pollution Liability at a limit not less than \$10,000,000 Each Occurrence, \$10,000,000 Annual Aggregate.

Contract Language The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

DETAILED SPECIFICATIONS (The following are minimum specifications.):

QUALIFICATIONS:

The segregation, packaging, transport and disposal of waste, herein collectively referred to as “removal”, will be conducted under the supervision of the University’s EHSS Manager (see Point of Contact) or their designee and will follow the guidelines set forth by all applicable local, state and federal laws regulating hazardous waste and hazardous materials. Contractor personnel who handle waste must be trained and certified to use respirators.

Contractor personnel who segregate, package, and label waste shall:

- be knowledgeable in the appropriate regulations, and;
- have a minimum of two years’ experience in packaging and labeling hazardous waste.

Contractor personnel who segregate, package, and label lab packs shall have:

- A minimum of five years’ experience in lab packing hazardous waste in a university or research facility setting; and;
 - A Certified Hazardous Materials Manager (CHMM) certification or equivalent certification.
- a. The successful respondent must be able to provide proof of previous experience as a chemical removal contractor in a University or research facility setting. Bidders must submit a list of two (2) references, including a minimum of one (1) from universities or similar institutions with their bid.
 - b. The successful respondent must be prepared to warrant that all its services associated with the transportation, storage, recycling, and/or disposal of waste accepted from the University will be in full compliance with all governmental laws, regulations, and that all facilities utilized are licensed and permitted to transport, store, recycle, and/or dispose of those waste materials covered by the contract. Copies of the appropriate licenses or permits must be submitted with the proposal. Proposals submitted without these copies may be rejected.
 - c. Any changes in the legal status of any of the respondent's facilities must be promptly communicated to the University.
 - d. The contractor must provide insurance coverage that will meet or exceed the University requirements as listed below. In addition, the contractor must meet or exceed any minimum requirements mandated by law or required by the DOT.

BULK WASTE REMOVAL

All bulk wastes presented by the University to the contractor for removal shall be prepared on site for final disposition by the contractor in compliance with all applicable laws and regulations. Contractor will pour wastes from 5-gallon or other small containers into 55- gallon drums or other bulk containers. Please refer to the Bid Form for details of the various types of waste streams generated by the University. Removal of bulk wastes shall be performed on an as needed basis, as described below.

All drums will be labeled and marked in accordance with the requirements set forth in 49 CFR part 172.400-407 and 40 CFR part 262. Markings and labels must be provided by the contractor. All labels will be legible and permanently affixed to the drum in a conspicuous location.

- a. Transport the drums to an EPA approved treatment, storage, and disposal facility (TSDF). All

containers offered for transport and the transport vehicle must be prepared in such a manner as to comply with applicable state, federal or local laws or regulations, including all EPA and DOT regulations. The transporter and handlers must have the proper training and certification as required by regulations. Drivers must have and furnish proof of Commercial Driver's License (CDL) and have proof of training as required by 49 CFR part 383(f) and prove compliance with 49 CFR part 397 regarding driver qualifications. All handlers must have proof of training as required by 49 CFR 383.

- b. The transport vehicle must be appropriately placarded as required by 49 CFR part 172.101 and 172.500-519. The placards will be provided by the contractor and be securely affixed to the vehicle on all four sides before transport.
- c. All paperwork required will accompany the shipment to the disposal facility. The Uniform Hazardous Waste Manifest and Land Ban Notifications will be provided and prepared by the contractor and will comply with the regulations set forth by 40 CFR part 262. The generator's copy of the manifest and Land Ban will be provided to the generator before shipment. The original copy of the manifest must be returned to the University (see Section 4.07 for mailing address) within 35 days of the date of shipment and bear an original signature from the receiving facility owner/operator indicating receipt of the shipment.
- d. The contractor will schedule shipments for actual waste pickup within 10 working days of UMSL request. This shall not depend on contractor's "milk run" schedule or other factors.
- e. The contractor will provide on-site personnel to bulk waste and prepare containers for shipping at a minimum once every six weeks, and more often upon request. The six-week timing is critical to maintaining compliance with MDNR regulations.
- f. The contractor will provide on-site personnel to bulk waste and prepare containers for shipping at a minimum once every six weeks, and more often upon request. The six-week timing is critical to maintaining compliance with MDNR regulations.

LABPACK REMOVAL

All chemicals presented by the University to the contractor for removal shall be prepared on site for final disposition by the contractor in compliance with all applicable laws and regulations. Lab pack waste removals shall typically be performed approximately every 90 days, but more or less often when requested by the University.

- a. Chemicals are routinely separated by University personnel into compatibility groups. The Contractor, as an offeror of hazardous waste, assumes responsibility for verifying acceptability of segregation for shipment to prospective treatment or disposal facilities.
- b. Segregated chemicals shall be packed into containers that meet the requirements outlined by 49 CFR 178. All containers offered for shipment must meet all requirements outlined in 49 CFR 173.12 for shipment of waste materials. Chemicals will be packaged into polyethylene, fiber, or steel containers. Fiber containers must be lined with a polyethylene liner. Vermiculite or other suitable absorbents will be used as packing media. An inventory of containers, liners, packing media, and any other supplies is maintained by the University, and the University may elect to purchase supplies from the Contractor.

- c. Filled drums will be labeled and marked in accordance with the requirements set forth in 49 CFR parts 172.400-407 and 40 CFR part 262. Markings and labels will be provided by the contractor. All labels will be legible and permanently affixed to the drum in a conspicuous location.
- d. All chemicals must be inventoried by container. Each container inventory sheet must contain the following information: Drum type; drum number; Proper DOT Shipping Name, UN/NA number, hazard class, chemical names, number of containers, size of containers, estimated weight or volume of each chemical, EPA waste code number, and the name of the person packing the drum.
- e. Following packaging and labeling all materials, including the appropriately labeled drums, shall be removed from University property and transported to an EPA licensed TSDF.
- f. All paperwork required will accompany the shipment to the disposal facility. The Uniform Hazardous Waste Manifest and Land Ban Notifications will be provided and prepared by the contractor and will comply with the regulations set forth by 40 CFR part 262. The generator's copy of the manifest and Land Ban will be provided to the generator before shipment. The original copy of the manifest must be returned to the University (see Section 4.07 for mailing address) within 60 days of the date of shipment and bear an original signature from the receiving facility owner/operator indicating receipt of the shipment.

DELIVERY:

If applicable, all deliveries shall be FOB Destination with all freight charges thereto included and fully prepaid. The seller bears and pays the freight costs.

CAMPUS CONTACT:

All contract and pricing issues will be directed to UMSL Campus Procurement. For the day-to-day administration of this contract, the Manager, Environmental, Health, Safety & Sustainability (EHSS Manager) will be the main point of contact for coordination of work under this contract. All paperwork (i.e. manifests, waste profile sheets, invoices, etc.) shall be directed to the Manager at the following location:

- **Brian Ferris**, Manager, Environmental, Health, Safety & Sustainability (EHSS) University of Missouri-St. Louis
26 Arnold B. Grobman (S-16 MSC North Garage) St. Louis, MO 63121-5171
Email: brianferris@umsl.edu
Office: 314-516-6360

PRICING:

Prospective contractors must provide pricing in the manner as listed on the Bid form. Unit pricing must include all costs for profiling and approval of waste streams, marking and labeling of hazardous waste packages, loading, and disposal of bulk and labpack wastes, as well as labor costs for bulking wastes and packaging labpacks. Transportation costs shall be provided on a per drum basis. If there is an additional fee for each pick-up, or a minimum number of drums for a pick-up, this must be provided with an explanation. UMSL pickups can range anywhere from two drums to 6 drums. Labpack materials & Bulk wastes will typically be packaged by contractor. Any extra fees or surcharges including, but not limited to, "Fuel Surcharge Fee", or "Energy and Insurance Recovery Charge" shall be described.

The list below is not all inclusive. Additional items may be added to the contract. Quotes for items not included in the contract may be requested at the time disposal of such additional item(s) are needed.

UNIVERSITY OF MISSOURI – CHEMICAL WASTE REMOVAL AND DISPOSAL BID PRICING					
Service Description	Year 1 Total Cost	Year 2 % Increase	Year 3 % Increase	Year 4 % Increase	Year 5 % Increase
HOURLY LABOR RATES					
If not included in the per drum disposal rates, include estimated labor hours based on volumes below:					
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
For incidental work completed outside the scope of this proposal:					
	\$				
	\$				
	\$				
	\$				

	\$				
	\$				
1. BULK WASTE					
Spent Solvent – High Halogens w/ 5-10% sludge. Typical waste codes: F002, F003, F005, D001, D022, D038. 15-45% chlorinated solvents, 5-15% alcohols and ketones, 2-5% mercaptans, 5-15% pyridine and acetonitrile (methyl cyanide), 15-35% water, 5-15% paint related material, 2-5% suspended solids (pigments and salts)					
Unit price (\$/55 gallon drum)	\$				
Transportation price (\$/55 gallon drum)	\$				
Annual price ((unit price + trans) x 40 drums)	\$				
Solvent based paint related liquid material. Typical waste codes: F003, F005, D001. 1-5% toluene, 1-5% ketones, 1-5% xylene, 30-50% petroleum distillates, 30-50% turpentine.					
Unit price (\$/55 gallon drum)	\$				
Transportation price (\$/55 gallon drum)	\$				
Annual price ((unit price + trans) x 4 drums)	\$				
Animals in preservative - either 30 or 55 gallon drum					
Latex/Water based paint. Typical waste codes: None. Full or partially full 1-gallon and 5-gallon containers of latex paint.					
Unit price (\$/Gaylord box on pallet)	\$				

Transportation price (\$/Gaylord box)	\$				

Annual price ((unit price + trans) x 2 Boxes)	\$				
Waste oil. Typical waste codes: None. 95-100% petroleum oil, 1-5% ethylene glycol, maximum 5% water.					
Unit price (\$/55 gallon drum)	\$				
Transportation price (\$/55 gallon drum)	\$				
Annual price ((unit price + trans) x 2 drums)	\$				
Waste oil and water. Typical waste codes: None. 30-80% petroleum oil, 1-5% ethylene glycol, maximum 15-70% water.					
Unit price (\$/55 gallon drum)	\$				
Transportation price (\$/55 gallon drum)	\$				
Annual price ((unit price + trans) x 2 drums)	\$				
Heavy metal acidic wastewater. Typical waste codes: D002, D004, D005, D006, D007, D008, D010, D011. 10-25% chromic acid, 10-25% nitric acid, 2-10% phosphoric acid, 22-30% sulfuric acid, 20-30% hydrochloric acid, 20-40% water containing RCRA-listed heavy metal salts (primarily lead, barium, chromium, arsenic, cadmium and selenium).					
Unit price (\$/55 gallon drum)	\$				
Transportation (\$/55 gallon drum)	\$				
Annual price ((unit price + trans) x 4 drums)	\$				

Solids contaminated w/ organics. Typical waste codes: F003, F005, D001, D022. 60-80% paper/rags contaminated w/ paint related material, 20-40% PPE/pipettes/rags contaminated w/ acrylamide, phenol/chloroform, ethidium bromide, etc. No free liquids

Unit price (\$/55 gallon drum)	\$				
Transportation price (\$/55 gallon drum)	\$				
Annual price ((unit price + trans) x 5 Drums)	\$				

Total Annual Bulk Waste estimate

	\$				
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2. LABPACK WASTE

Flammable liquids. Liquid material or mixture which is organic in nature, relatively non-toxic, non-reactive and has a flash point less than 200°F.

Unit price (\$/55 gallon drum)	\$				
Unit price (\$/ 30 gallon drum / container)					
Unit price (\$/ 15 gallon drum)	\$				
Unit price (\$/ 10 gallon drum)	\$				
Unit price (\$/5 gallon drum)	\$				
Transportation (\$/container)	\$				
Annual price (2 55-gallon drums, 4 15-gallon drums, 5 5-gallon drums + trans)	\$				

Poisons for incineration. An organic or inorganic compound or solution which is non-reactive in nature but has a higher level of toxicity.

Unit price (\$/ 30 gallon drum)	\$				
Unit price (\$/5 gallon drum)	\$				
Transportation (\$/container)	\$				
Annual price (1 30-gallon drum, 6 5-gallon drums + trans)	\$				

Poisons by inhalation. Items classified as poisons by inhalation, Zone A and Zone B.

Unit price (\$/5 gallon drum)	\$				
Transportation (\$/container)	\$				
Annual price (8 5-gallon drums + trans)	\$				

Acids. Any inorganic acid that does not contain mercury and does not react with water.

Unit price (\$/55 gallon drum)	\$				
Unit price (\$/ 15 gallon drum)	\$				
Transportation (\$/ container)	\$				
Annual price (1 55-gallon drum, 2 15-gallon drums + trans)	\$				

Reactive Acids. An inorganic acid which fumes in air or reacts with water, or any organic acid chloride or compound that reacts exothermically with water to produce an acid.

Unit price (\$/30 gallon drum)	\$				
Unit price (\$/ 5 gallon drum)	\$				
Transportation (\$/container)	\$				
Annual price (1 30-gallon drum, 4 5-gallon drums + trans)	\$				

Caustics. Any organic or inorganic compound or mixture which exhibits a pH of greater than 12 and is relatively non-toxic.

Unit price (\$/30 gallon drum)	\$				
Unit price (\$/15 gallon drum)	\$				
Transportation (\$/container)	\$				
Annual price (1 30-gallon drum, 2 15-gallon drums + trans)	\$				

Oxidizers. Inorganic solids or solutions

Unit price (\$/30 gallon drum)	\$				
Unit price (\$/5 gallon drum)	\$				
Transportation (\$/container)	\$				

Annual price (1 30-gallon drum, 6 5-gallon drums + trans)	\$				
Reactive Cyanides or Sulfides. Any inorganic cyanide or sulfide compound or solution which evolves hydrogen cyanide or hydrogen sulfide gas upon contact with acids.					
Unit price (\$/5 gallon drum)	\$				
Transportation (\$/container)	\$				
Annual price (4 5-gallon drums + trans)	\$				
Mercury Contaminated Waste. Debris such as glassware, paper towels, etc. contaminated with metallic or inorganic mercury compounds, but does not contain any free-flowing liquid mercury.					
Unit price (\$/30 gallon drum)	\$				
Unit price (\$/15 gallon drum)	\$				
Unit price (\$/5 gallon drum)	\$				
Transportation (\$/container)	\$				
Annual price (1 30-gallon drum, 2 15-gallon drums, 2 5-gallon drums + trans)	\$				
Metallic Mercury. Mercury in its elemental form in containers or in equipment such as switches or thermometers.					
Unit price (\$/30 gallon drum)	\$				
Unit price (\$/15 gallon drum)	\$				

Unit price (\$/5 gallon drum)	\$				
Transportation (\$/container)	\$				
Annual price (2 30-gallon drums, 1 15-gallon drum, 2 5-gallon drums + trans)	\$				
Mercuric Compound. All inorganic compounds of mercury.					
Unit price (\$/30 gallon drum)	\$				
Unit price (\$/5 gallon drum)	\$				
Transportation (\$/container)	\$				
Annual price (1 30-gallon drum, 2 5-gallon drums + trans)	\$				
Water Reactive. Compounds or mixtures that upon contact with water produce heat, flame, flammable or poisonous gas, and/or any other hazardous byproducts					
Unit price (\$/5 gallon drum)	\$				
Transportation (\$/container)	\$				
Annual price (6 5-gallon drums + trans)	\$				
Flammable Solid. Solid compounds, organic and inorganic, which will ignite upon exposure to heat or flame.					
Unit price (\$/15 gallon drum)	\$				
Unit price (\$/5 gallon drum)	\$				

Transportation (\$/container)	\$				
Annual price (1 15-gallon drum, 2 5-gallon drums + trans)	\$				
Aerosols. Chemicals or mixtures of chemicals in aerosol spray cans with flammable or non-flammable propellant.					
Unit price (\$/15 gallon drum)	\$				
Transportation (\$/container)	\$				
Annual price (2 15-gallon drums + trans)	\$				
Organic Acids. Any organic acid that does not contain mercury and does not react with water.					
Unit price (\$/15 gallon drum)	\$				
Transportation (\$/container)	\$				
Annual price (2 15-gallon drums + trans)	\$				
Materials that cannot be disposed of in the United States. Chemicals such as pentachlorophenol or 2,4,6-trichlorophenol which must be sent to Canada or other locations for disposal.					
Unit price (\$/15 gallon drum) ¹ <small>¹ State current price for 1 15-gallon container. It is understood that this price may change with little notice.</small>	\$				
Total Annual Labpack Waste Estimate					
	\$				
Total Base Bid (Bulk Waste Estimate + Labpack Waste Estimate)					
	\$				

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3. TRANSPORTATION

Pickup and other transportation fees not included in Sections 1.01 and 1.02 (i.e., mobilization, demobilization etc., please itemize)

	\$				
	\$				
	\$				
	\$				
	\$				

4. MISC. FEES

i.e., Fuel Surcharge, Insurance Recovery, etc. Please itemize.

	\$				
	\$				
	\$				
	\$				
	\$				
	\$				

TREATMENT, STORAGE, and DISPOSAL FACILITIES

Provide information listed below for all TSD facilities that are used by your company for the treatment, recycling, and/or disposal of chemical waste (including your own). Use additional sheets as necessary.

UNIVERSITY OF MISSOURI – CHEMICAL WASTE REMOVAL AND DISPOSAL TSD FACILITIES LIST							
Facility Name	Contact Name	Site Address City, State Zip	Phone	Facility EPA LD#	EPA Region	EPA Regional Office Phone	Pending Legal Action Against Facility Yes/No
1.							
2.							
3.							

TRANSPORTATION SERVICES LIST

Provide a list of all the transportation services used by your company for the transportation of hazardous waste (including your own). Use additional sheets as necessary.

UNIVERSITY OF MISSOURI – CHEMICAL WASTE REMOVAL AND DISPOSAL TRANSPORTER LIST								
Transporter Name		Contact Name	Address City, State Zip	Phone	Transporter EPA LD#	Missouri ID #	EPA Regional Office & Phone	Pending Legal Action Against Facility Yes/No
1.								
2.								
3.								

REFERENCES

Provide eight (8) references. Include a minimum of two (2) universities, colleges, hospitals, or similar research institutions.

UNIVERSITY OF MISSOURI – CHEMICAL WASTE REMOVAL AND DISPOSAL REFERENCES				
Reference	Company Contact Name	Address City, State, Zip	Phone	Email
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

BY CHECKING THIS BOX THE BIDDER ACKNOWLEDGES ALL SPECIFICATIONS CAN BE MET AND ALL REQUESTED INFORMATION PERTAINING TO QUALIFICATIONS IS ACCURATE

**ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University’s mission and core values. The University’s Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers will be asked to submit Tier 2 information with Minority and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 1. Supplier's Total Revenues: \$10,000,000
 2. Revenues from University \$: \$ 4,000,000
 3. University % of Total Revenues: 40% (#2 divided by #1)
 4. Total Minority and Diverse owned Dollars \$: \$ 400,000
 5. University % Attributable Revenue: 1% (#4 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Minority and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse subcontracting, publicize bid opportunities, provide certification assistance, etc.?) Provide examples (use additional pages if needed):

2. If you are a non-diverse owned company, what percentage of your company's total contracting and procurement spend for the prior year was with Minority and Diverse Owned businesses? _____
 Are you able to provide this information specific to University of Missouri business? _____

3. If you are a non-diverse owned company, complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

NOTE: The term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a "small business concern".

WOMAN OWNED BUSINESS (WBE): Yes No

NOTE: A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

NOTE: A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh

Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

Black - A U.S. citizen having origins in any of the Black racial groups of Africa.

Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only.

Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE Yes No

NOTE: A Veteran or Service-Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

MISSOURI FIRM: Yes No

NOTE: A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect, including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

Signature of Person Authorized to Sign this Form: _____

Title: _____ Date: _____