CITY OF JOPLIN, MISSOURI

REQUEST FOR BID

Bid Number 2014-35

Due Thursday, October 30, 2014 at 3 p.m.

for

HAULING AND PROPER RECYCLING OF DRY CELL AND ALKALINE BATTERIES FROM THE JOPLIN RECYCLING CENTER

602 South Main Street
Joplin, Missouri 64801
(417) 624-0820 extension 501 (Voice)
(417) 625-4738 (Facsimile)

NOTICE TO BIDDERS (LEGAL NOTICE)

The City of Joplin, Missouri will accept sealed written bids until 3 p.m., Thursday, October 30, 2014 at the Joplin Public Works Department located on the fourth floor of City Hall at 602 South Main Street, Joplin, Missouri 64801 to contract for the following services:

HAULING AND PROPER RECYCLING OF DRY CELL AND ALKALINE BATTERIES FROM THE JOPLIN RECYCLING CENTER

Specifications and bid forms are available from Mary Anne Phillips, by calling 417-624-0820, extension 501 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor. The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have the final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Leslie Haase, CPA
Finance Director

Bid Number 2014-35

Publication Date: Tuesday, October 14, 2014 Joplin Globe
Publication Date: Tuesday, October 14, 2014 Carthage Press

INSTRUCTIONS TO BIDDERS

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HAULING AND PROPER RECYCLING OF DRY CELL AND ALKALINE BATTERIES FROM THE JOPLIN RECYCLING CENTER

All bids shall have firm-fixed pricing and shall be honored until December 31, 2015 due to the time line of the grant funding. All bids shall be exclusive of Federal, State, and City taxes. It is the intent of the specifications included with the bid document to generally describe the services desired in sufficient detail as to secure bids on comparable services.

All details not specifically mentioned that are necessary in order for the services to be performed as intended shall be included by the bidder. The service shall be in accordance with the best trade practices. All work shall be in accordance with City of Joplin standard specifications unless otherwise noted. Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within five (5) working days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

Local vendors or contractors as defined in Ordinance No. 2008-053 shall be given preference in the awarding of a bid, providing the bid is within three (3%) percent of the lowest bid from a non-local bidder on a bid or proposal from $3,000.00 up to $1,000,000.00, and within two (2%) percent on such bid or proposal from $1,000,000.00 up to $3,000,000.00, and within one (1%) percent on such bid or proposal from $3,000,000.00 to $5,000,000.00. Notify the City in writing by submitting documentation per Ordinance No. 2008-053 if you wish to be considered a local vendor. Notification must come with the bid response form. A vendor or contractor is considered to be local if their principal place of business is located within a radius of twenty-five (25) miles from Joplin City Hall.

No permit required by this article shall be issued until and unless the applicant therefor, in addition to all other requirements set forth, shall file and maintain with the director of public works evidence of a satisfactory public liability insurance policy, covering all operations of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof, in the amount of not less than two million dollars ($2,000,000) for each person injured or killed, and in the amount of not less than two million dollars ($2,000,000) in the event of injury or death of two or more persons in any single accident, and in the amount of not less than one hundred thousand dollars ($100,000.00) for damage to property. Such policy may be written to allow the first five hundred dollars ($500.00) of liability for damage to property to be deductible. Should any such policy be cancelled, the director shall be notified of such cancellation by the insurance carrier in writing not less than ten days prior to the effective date of such

cancellation, and provisions to that effect shall be incorporated in such policy, which shall also place upon the company writing the policy the duty to give such notice. The City of Joplin shall be listed as a "certificate holder" and policy shall name the City as an "additional insured" before starting work on the agreement.

Evidence of worker's compensation insurance as prescribed by Missouri State Statute is required before starting work on the agreement.

Successful contractor shall also become an authorized vendor of the City of Joplin and (due to grant funding) Region M Solid Waste Management District (Region M) before an agreement can be issued. In addition to any insurance required hereunder, contractor shall agree to reimburse the City for any damage done to City property that occurs during the performance of contract.

The City of Joplin Public Works Director reserves the right to reject any or all bids.

This contract will be awarded to the lowest, responsive, responsible bidder. Bids will be evaluated based in the price provided by the bidder on the attached bid form.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from and against all claims, damages, losses, and expenses including attorney fees arising out of or resulting from the performance of the work, caused by any act or omission of Contractor, any subcontractor, and anyone for whose acts any of them may be liable.

Once the bids are reviewed and evaluated, the successful contractor will be notified in writing, and will receive an authorized City of Joplin signed agreement. Verbal acknowledgements will not be considered as official notification and will not obligate the City in any way. Delivery of performance should not be completed without the receipt of an authorized signed agreement.

Successful contractor shall be enrolled and participating in the Federal Work Authorization Program ("FWAP") that ensures that all employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a (h) (3) and §RSMo 285.525, and that it will maintain this compliance for the entire duration of its agreement with the City of Joplin. Contractor shall agree that it does not knowingly employee any unauthorized aliens in connection with the contracted services with the City. Before service begins, contractor agrees to **provide an Affidavit of Compliance** stating that they are enrolled and participating in a **FWAP**, and that Contractor does not knowingly employ any unauthorized aliens in connection with this waste electronic hauling and recycling service. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

Minimum information to be submitted with each bid shall consist of the following:

1. Bid Response Form
2. Copy of EPA and State of Missouri (or home state) Identification Number

Questions concerning the specification and bidding procedures should be directed to
Mary Anne Phillips, Recycling Coordinator
Voice: (417) 624-0820 Ext. 501 ~ Cellular: (417) 437-7327 ~ Facsimile: (417) 625-4738
MPhillip@joplinmo.org

SPECIFICATIONS

SERVICES

Load, haul, and properly recycle all acceptable waste dry cell and alkaline batteries that are dropped off at the Joplin Recycling.

The Recycling Center is located at 1310 West A Street, Joplin, Missouri 64801, however the contractor shall enter through the Public Works Center gate at 1301 West Second Street.

The waste batteries are currently placed in plastic buckets on pallets with shrink wrap around perimeter. Contractor and City staff shall mutually agree on how waste batteries shall be prepared for shipment.

The volume, specific type of batteries, and frequency of shipments will vary. Based on historic data, contractor may expect to haul an average of one (1) ton of batteries every six (6) months during the first term of the agreement.

A certificate of compliance shall be submitted to the City stating all waste batteries are recycled or used as alternative fuel in accordance with all applicable state and federal laws.

At no time shall any of the waste batteries be used for alternative daily cover on any landfill during the course of the agreement between the City, Region M and successful contractor.

EQUIPMENT AND PERSONNEL

Contractor shall provide the truck and personnel for loading and hauling all waste batteries to their recycling facilities. Contractor may use the City's forklift and pallet jack .

SCHEDULE

The City will notify Contractor when a shipment is ready for pick up. Contractor shall e-mail or send via a facsimile machine a Bill of Lading before truck arrives to the Recycling Coordinator.

TERMS

Per grant funding, the agreement shall be valid until December 31, 2015, with the option of a six (6) month renewal upon mutual agreement.

BILLING

Either party shall be able to cancel the contract with sixty (60) days written notice in the event that either party does not fulfill their obligations outlined in the terms of the agreement.

Invoices for services shall be submitted to the City of Joplin Finance Department, 602 South Main Street, Joplin, MO 64801. Charges shall be based on completed services. The City of Joplin and Region M SWMD will not pay in advance of services. Invoices shall include pick up date, itemized tonnage, and certificate of compliance. The City of Joplin and Region M SWMD will not pay for billing fees, invoice fees, environmental fees, fuel recovery fees, energy recovery fee, shipping fees, management fees, or late fees. The City reserves the right to have Region M pay the contractor directly.

REQUEST FOR BID RESPONSE FORM
CITY OF JOPLIN HAULING AND RECYCLING OF WASTE BATTERIES

COMPANY NAME _____

CONTACT NAME & TITLE _____

EPA IDENTIFICATION NUMBER _____
Attach Documentation

STATE IDENTIFICATION NUMBER (if applicable) _____
Attach Documentation

BILLING ADDRESS_____

FACILITY or PROCESSING ADDRESS_____

VOICE PHONE NUMBER(S) _____ FACSIMILE NUMBER _____

CELLULAR PHONE NUMBER(S) _____

SIGNATURE OF COMPANY REPRESENTATIVE _____

DATE _____

COMPANY NAME _____

BASE PROPOSAL
Bid Price for Waste Batteries

$_____ for _____ per _____
Pound

$_____ for _____ per _____
Pound

If **"FWAP" Affidavit cannot** be supplied with the start of services in November 2014, please supply date that can be guaranteed. _____

Comments, Notes, Variances
_____

_____
Attach separate sheet if necessary

SEALED BID RESPONSE DEADLINE: 3:00 p.m. - October 30, 2014
SEND TO:
Mary Anne Phillips
City of Joplin, 4th Floor, 602 South Main Street, Joplin, MO 64801

Mark on Outermost Envelope: Bid Number 2014-35, Waste Battery RFB
Attention Mary Anne Phillips