

City of Jonesboro  
**Invitation to Bid - Not an Order**  
*P.O. Box 1845*  
**300 South Church St. Room 421 (72401)**

**Purchasing Office**

**Jonesboro, Arkansas 72403**

Bid No. 2015:15

Date February 23, 2015

Sealed bids, subject to the conditions on the reverse hereof, and as may be attached hereto, will be received at this office until **2:00pm Wed March 18, 2015** and then publicly opened, for furnishing the supplies, materials and/or services as described below and tabulated for presentation to the City Council on 04-07-15.

F.O.B. N/A  
 Maximum Delivery or completion time after issuance of Purchase Order or work ordered by the City n/a days.

By: **Steve A. Kent**  
 Purchasing Agent  
 (870)932-0740

Item #	Description	Quantity	Unit	Unit Price	Amount
1.	<p>SCOPE: The City of Jonesboro is accepting bids from qualified contractors for the collection and processing of blue bag recycling in the residential areas of the City of Jonesboro. At present, routes are run 1 (one) time each week. Bidder is to price collections 1 time a week. Interested bidders should refer to the official specifications provided herein.</p> <p>Monthly charge for Recycle pickup as per specifications (invoice price)-----</p> <p>Note: Bid price shall include all fees, costs and taxes (sales) if applicable.</p> <p>Bid Bond: The bid must be accompanied by a guaranty (bond or cashier's check) of Ten (10) percent of the total base bid (annualized). A bid not containing the guaranty shall be deemed non-responsive. Guarantees of unsuccessful bidders will be returned. The guarantee of the successful bidder shall be returned upon the City's receipt of the performance bond and insurance certificates. If the performance bond and insurance certificates are not provided, the City may, at its sole discretion, keep the guaranty as liquidated damages or pursue any other remedy permitted by law.</p> <p>There are 8 (eight) pages to this bid. All pages must be returned to make a complete bid.</p> <p>The City of Jonesboro reserves the right to accept or reject, split any and or all or any part of any bids received.</p> <p>Bid number (2015:15) <u>must</u> be annotated on the outside of the bidder's envelope</p> <p>Bid <u>must</u> be signed or bid will be rejected.</p> <p>Any addendums to this bid will be posted on the purchasing page of the City's web site no later than <b>1 week before opening</b>. See page 2 for web address.</p> <p><b>Bid opening will be in Engineering Conference Room on 3<sup>rd</sup> floor if bidder is attending.</b></p> <p>Email Address: _____</p> <p>Fax Number: (        ) _____</p> <p>NOTE: To receive more bids like this when they become available, Vender's can sign up by going to the Jonesboro web site, click on Doing Business and sign up for bid notices.</p>	1	EA	\$ _____	\$ _____
Cash Discounts _____ % _____ Days					

**Execution of Bid**

Date \_\_\_\_\_

We, the undersigned, have read all the requirements set forth in this bid proposal including specification, instructions, conditions and pertinent information regarding the articles being bid on, and we agree to furnish articles at the prices stated.

Arkansas Use Tax Register No. \_\_\_\_\_ Phone # (        ) \_\_\_\_\_

Bidder \_\_\_\_\_ Address \_\_\_\_\_

By \_\_\_\_\_ City \_\_\_\_\_

(Person Authorized to Sign Bids)

(Title)

**Unsigned Bids Will Be Rejected**

**Bids number MUST be annotated on Bidder's envelope.**

**Bids are subject to rejection unless submitted on this form.**

**Notice to bidders: See reverse side for instructions and conditions.**

## CITY OF JONESBORO, ARKANSAS

### CONDITIONS OF BIDDING

COMPLIANCE WITH THE FOLLOWING CONDITIONS IS NECESSARY FOR CONSIDERATION OF THIS BID:

1. **SIGNATURE** - This bid must be signed with the firm name and by an authorized officer, employee, or agent.
2. **SALES OR USE TAX** - is not to be shown in the bid price (unless otherwise stated) but is to be added by the vendor to the invoice billing to the City. The City is not exempt from Arkansas State Sales & Use Tax. Although Use Tax is not included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
3. **FREIGHT & OTHER DELIVERY CHARGES** - to designated City facility in Jonesboro must be included in bid. Charges may not be added after the bid is opened.
4. **DISCOUNTS** - Show rate, total amount, and latest day any discounts will be allowed after receipt of article and invoice, otherwise City will deduct allowed discount when payment is made.
5. **FIRM PRICE** - All prices quoted will remain firm for at least 30 days from date of bid, unless otherwise specified by the City or bidder. Payment(s) will be made by a pre-numbered check as per Ar Code 14-59-105.
6. **IDENTICAL BIDS** - In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between the said two or more bidders at the discretion of City.
7. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
8. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
9. **CONSTRUCTION** -
  - A. When noted, the Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
  - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
  - C. A performance Bond equaling the total amount of any bid exceeding \$3,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Ark. Stat. SS51-632.SS51-565 as amended.)
10. The City reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
11. **Minority Business Policy** - It is the policy of the City of Jonesboro that minority business enterprises shall have the maximum opportunity to participate in the city purchasing process. Therefore, the City of Jonesboro encourages all minority businesses to compete for, win and receive contracts for goods, services, and construction. The city also encourages all companies to subcontract portions of any city contract to minority business enterprises.

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### INSTRUCTIONS TO BIDDERS

(PLEASE READ CAREFULLY)

1. Submit bid on bid form on reverse side of this sheet. NO Facsimiles will be accepted.
2. Address all bids to: Purchasing Agent. P.O. Box 1845, Jonesboro, Arkansas 72403-1845 and make certain to indicate identifying bid number on the outside of bidder's envelope.
3. DO NOT include Federal Excise Tax in bid. City will furnish exemption certificate.
4. State Manufacturer, Brand Name, Model, etc for each item bid on.
5. Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by City
6. Bids received after stated time will not be considered.
7. Be sure and read all conditions and verify amounts before submitting bids. No changes or additions will be allowed after submission.
8. Guarantees and warranties should be attached as a part of the bid as they may be a consideration in awarding a contract.
9. Delivery or contract completion time is to be shown, as this date may, where time is of the essence, determine the contract award.
10. Additional information may be obtained from the Purchasing Office.
11. Bidders shall be aware of Davis-Bacon wage rates and Buy America regulations if applicable.

**THE CITY RESERVES THE RIGHT TO ACCEPT PART OR ALL OF ANY SPECIFIC BID OR BIDS AND TO ACCEPT ANY BID WITH OR WITHOUT TRADE-IN. THE CITY FURTHER RESERVES THE RIGHT TO REJECT ALL BIDS, OR PART OR ALL OF ANY SPECIFIC BID OR BIDS.**

Click on Doing Business at [www.jonesboro.org](http://www.jonesboro.org) for any additional information.

## **CONTRACT TERMS AND CONDITIONS**

In consideration of the making of the bid requested herein and the acceptance of the bid and other valuable and good consideration, the receipt of which is hereby acknowledged, the City of Jonesboro, a Municipal Corporation, does hereby contract and agree with the bidder (also referred to as the Contractor) to have the Contractor perform the work referred to in the bid specifications attached and known as the Recycling Project, both parties hereto do agree to bound by the covenants and provisions set forth herein, and do contract:

1. **CONTRACT** – This contract shall become effective upon acceptance by the City Council. The Mayor shall notify the Contractor of acceptance by the City and, upon receipt of required insurance certificates and any other such documentation as may be required of the Contractor, shall issue to the Contractor a written NOTICE TO PROCEED and an executed copy of the City's contract. Work shall not commence until the NOTICE TO PROCEED is issued.
2. **CONTRACT PERIOD** – This contract shall commence on or about May 1, 2015 and continue for three (3) years expiring June 30, 2018.
3. **RENEWAL OF CONTRACT** – By agreement of the parties hereto, this contract may be renewed in two (2) year increments upon such terms and provisions as may be agreed upon by the parties. Not less than thirty (30) days prior to the end of a contract period, either party may serve the other with written notice of any proposed amendments to the contract. In the absence of such notice, the contract shall be automatically renewed for a two (2) year period under the terms and conditions in force and effect at the renewal date.
4. **POST CONTRACT PERFORMANCE** – Should this contract not be renewed at the end of any contract period, Contractor agrees to continue performance of the terms and provisions of the contract last in effect on a month to month basis for a period not to exceed six (6) months unless otherwise specified by the City.
5. **CHANGES IN SPECIFICATIONS** – The City reserves the right to amend, alter or modify the contract specifications at any time during the life of the contract or any renewal upon thirty (30) days written notice to the Contractor. Any adjustments in compensation shall be agreed upon by both parties. In the event that the parties cannot agree as to the adjustment of compensation, the matter shall be referred to binding arbitration in accordance with the rules of the American Arbitration Association. No changes may be made to any of the bid specifications or other terms or provisions of this contract without the express prior written authorizations of the City Mayor.
6. **COMPENSATION** – In consideration for the performance of the work set forth in the bid specifications, the Contractor shall receive compensation as set forth in the bid and the acceptance. Payment to the Contractor will be made by the City within thirty (30) days following receipt of an invoice for services rendered during the prior month. The invoice shall itemize the service rendered. Payment by the City of the invoice amount shall constitute payment in full for services rendered. Terms shall be net thirty (30) days cash if not otherwise stated by the Contractor in the bid. The City reserves the right to refuse payment for work not performed or not performed according to the terms and provisions of this contract.
7. **CONTACT PERSONS** – The City Sanitation Department shall be the contact person on behalf of the City. The Contractor shall provide the Sanitation Department in writing the name, title, address and telephone number of two (2) representatives of the Contractor designated to act on behalf of the Contractor.
8. **INSURANCE** – Within fifteen (15) days of receipt of notice of ACCEPTANCE of bid, the Contractor shall provide written documentation of insurance coverage with the following conditions:
  - a. **Worker Compensation** – Covering all persons engaged in work related to this contract, directly or indirectly, to the full statutory limits established by the Arkansas Workers Compensation Act and any other applicable statute or law. Vendor shall adhere to OSHA Safety Standards.
  - b. **Comprehensive General Liability** – General Aggregate (2,000,000.00) - Personal Injury (\$1,000,000.00)

per occurrence/aggregate), - Property Damage (\$500,000.00 per occurrence/aggregate).

c. Automobile Liability – On all motor vehicles used in any way related to this project: Bodily Injury (\$1,000,000.00) and Property Damage (\$500,000.00).

The City of Jonesboro, its agents, employees, representatives and volunteers shall be listed as named insured on all policies. The Contractor shall furnish certificates of insurance to the City within the time set herein. All insurers shall be licensed and/or authorized to do business in the State of Arkansas.

Each policy shall contain a thirty (30) day notification clause so that a policy may not be canceled, terminated or allowed to lapse without notice to the City of Jonesboro.

d. Environmental/Pollution Liability (\$1,000,000.00)

All subcontractors shall provide insurance in the same manner as the Contractor and shall provide proof of same to the City.

The above requirements shall not be interpreted to limit the liability of the Contractor for bodily injury or property damage suffered as the intent of the parties is that the Contractor be able to completely and fully indemnify the City for any bodily injury or property damage suffered as a result of the Contractor and/or his/her agents' negligence and/or intentional acts or omissions.

9. PERFORMANCE – Performance Bond shall be furnished to the City in the full amount of the contract for the purpose of insuring the complete and satisfactory performance of each and every condition of this contract and project. The bond shall be issued by a guaranty or surety company acceptable to the City. The bond shall be accompanied by a Power of Attorney granting the bonding authority the ability to sign such bonds on behalf of the guaranty or surety company. All costs and expenses associated with providing the bond shall be borne solely by the Contractor.

10. COMPLIANCE WITH LAWS – The Contractor does hereby agree to comply with all applicable Federal and State statutes, regulations and guidelines, County and City ordinances or regulations in any way related to or affecting this project or the work associated therewith.

11. PERMITS AND LICENSE – Any and all permits, licenses, certificates or fees required for the performance of the work associated with this contract shall be obtained by and paid for by the Contractor.

12. SUPERVISION – The Contractor shall personally superintend the work or designate a competent person to act on his/her behalf. The Contractor shall be solely responsible for the quality of the work performed. The Contractor agrees to perform the work in a good and competent manner and in conformance with industry standards.

13. SAFETY – The City will not have control over, or charge of and will not be responsible for work means, methods, techniques, sequences, or procedures or for safety precautions and programs under the contract. Since these are solely the Contractor's responsibility, the City's review of work performed, equipment used and/or materials used in performance of work under this contract shall not limit the Contractor's or subcontractor's liability and shall not constitute approval of safety precautions.

14. PROTECTION OF PROPERTY – The Contractor shall be solely responsible for protecting and preserving from damage, any and all property, public or private, in or around areas where work is performed.

15. DEFAULT – Should one or more of the following occur, the City at its sole option, may declare the Contractor in default and take such action as the City deems in its best interests, including, but not limited to, terminating the contract and seeking money damages, seeking specific performance, obtaining substitute performance or any other remedy available to it or allowed by law without reservation or limitation:

- a. Failure to provide insurance or keep such insurance in effect as required by this contract.
- b. Failure to provide performance bond as required by this contract.
- c. Failure to timely perform any term or provision of this contract.
- d. Failure to comply with any applicable federal or state statute, law or regulation, county or local ordinance or regulation.
- e. Failure to perform the work required herein in a safe or competent manner.

Upon notice to the Contractor that the City has determined that the Contractor is in default, the Contractor shall immediately cease any and all performances unless otherwise requested by the City. The City, at its sole option, may allow the Contractor to cure the default upon such terms and conditions as the City may require. The City reserves the right to withhold any and all payments under this contract until all defaults and/or defects in performance have been cured to the satisfaction of the City, which satisfaction shall not be unreasonably withheld.

All remedies available to the City are hereby deemed cumulative. The election of one remedy shall not constitute a waiver of any other remedy available. The City, at its sole option, may take such actions as it deems necessary to cure any defaults or defect in performance, the costs of which, including but not limited to, costs for rebidding, costs of substitute performance, costs of litigation, actual attorney fees and any together costs necessarily incurred to correct a default or defect in performance, shall be paid by the Contractor promptly upon request of the City.

16. INDEMNITY – The Contractor, its agents, representatives, successors and/or assigns, do hereby agree to defend, indemnify and hold harmless the City, its employees, agents, volunteers and/or representatives from any and all claims, demands, liability, damages, expenses, costs, including costs of litigation and actual attorney fees, caused, directly or indirectly or in any way related to the performance of this contract by any act or omission, intentional or negligent, of the Contractor, its agents, employees, representatives, successors or assigns, however specifically excluding intentional acts, omissions or negligence of employees, agents, representatives or volunteers of the City.

17. NON-ASSIGNMENT – This contract may not be assigned, subcontracted or otherwise transferred without prior written approval of the City Mayor.

18. NON-EMPLOYEE STATUS – The Contractor(s), agents, employees and/or representatives thereof are hereby deemed independent contractors and are not City employees. The Contractor shall exercise all supervisory and general control of day-to-day operations, including the right to control over work duties, payment of wages, the right to hire, fire and discipline all its employees. As an independent contractor, Contractor and/or his/her employees shall not be entitled to any benefits available to City employees.

19. EQUIPMENT INSPECTION – The City shall have the right to inspect all equipment and materials used in the performance of this contract. Should any such equipment or materials not be appropriate or in compliance with federal, state or local statutes or regulations pertaining thereto, the City may require the Contractor not to use such materials or equipment in the performance of this contract. Any inspection by the City under this section shall not limit or relieve the Contractor of any obligation under the contract nor shall any inspection constitute approval of safety equipment, policies or precautions.

20. INTERPRETATION OF CONTRACT – Should the Contractor or subcontractors have any questions concerning any terms or provision of this contract, such questions shall be directed in writing to the City Attorney's attention. Any decision by the City Attorney and/or Mayor as to the intent of the City and interpretation of this contract shall be final.

21. SEVERABILITY – Should any clause, paragraph, terms, or provision of this contract be determined to be invalid by a court of appropriate jurisdiction, such clause, provision, term or paragraph shall be deemed severable and shall not affect the validity of the remaining terms, provisions, clauses or paragraphs.

22. INTEGRATION – This contract, together with the other bid documents included herein, shall be the sole, complete and final agreement between the parties containing all terms and provisions agreed upon by the parties except as set forth pursuant to paragraph 5.

## **BID SPECIFICATION**

1. INTENT AND SCOPE – Contractor shall provide blue bag recycling collection service as defined by the following specifications to the residential areas within the City of Jonesboro and sorting and sale of recycled items. Services are not intended to be provided to commercial establishments, or industrial facilities. Multi-family dwelling have designated pickup points.

2. SERVICE DESCRIBED – The recycle pickup service is intended to be provided to all eligible residents by means of a curbside blue bag pickup. Recycling shall be provided to residents on a once per week basis (sanitation pickup day) as set by the City of Jonesboro. At times, a citizen may make a special request and the Vendor will take this into consideration when/where possible.

3. WORK TO BE PERFORMED – On a weekly basis, the Contractor shall pickup, transport and “sort/sell” at the Contractor’s facility. The blue bags will be provided by either the City of Jonesboro or the Legacy Landfill and will be tied and dropped at the residence where the recycled blue bag is picked up

(replacement bag). In addition, the Contractor shall run the recycling program on the Sanitation pickup schedule week. Vendor must recycle all recyclables. Items collected which are not recyclables, must be disposed of at the Legacy Landfill at Vendor's expense if applicable.

Items to be picked up for recycling are:

- a. Newspapers, magazines, catalogs, telephone books
- b. Cereal boxes, office paper, junk mail, cardboard boxes, brown paper bags
- c. Clear, brown and green glass
- d. Aluminum and tin cans
- e. Plastics
- f. Aseptic Packaging and gable top containers

The above-mentioned tasks will be provided to residential properties only.

The City will provide a minimum amount of advertising along with publishing information on general recycling program rules, but makes no guarantee as to quantities to be collected.

Service under this contract is not intended for commercial, industrial and manufacturing enterprises.

The following items SHALL NOT be picked up under this contract:

Household hazardous waste

Commercial or industrial waste

Pathogenic waste; medicines; poisons; etc.

Construction waste; rocks; sand; concrete or rubble from building construction or major remodeling in large enough quantities to warrant a special removal arrangement. This would mean that a couple of boards, an old window, a door, etc. would be picked up.

4. QUANTITIES – The quantities of material to be picked up along the residential streets will vary considerably with the time of year. The City makes no guarantees or representations as to the actual quantities of recyclables which shall be removed, sorted and sold under this agreement. The Contractor is obligated to pickup and recycle ALL eligible materials during the contract term at the contract price.

5. MONTHLY REPORT – The Contractor shall be responsible for providing the City with monthly invoices that are priced using this bid/contract amount.

6. EQUIPMENT – The Contractor shall utilize enclosed or covered equipment in order to eliminate any litter problem associated with the pickup and transport of the recyclables to the point of sorting.

7. RIGHT TO MATERIALS – Once the recyclables has been picked up by the Contractor, the ownership thereof shall be the Contractor's. It shall be the Contractor's responsibility to dispose of same in a manner and fashion that complies with all local, state and federal laws and regulations. Any items that are picked up and not recyclable, the Contractor shall be responsible to haul items and for the payment of all dumping charges at the Legacy Landfill.

8. SCHEDULE – The City desires to retain the current scheduled trash day in order to minimize confusion of residents. Should the Contractor be unable to offer the current pickup day, the Contractor shall propose an alternate day footnoted upon the bid.

9. PICKUP TIMES – The Contractor shall not commence work prior to 7 a.m. on any pickup day; however, the Contractor shall perform services described herein in its entirety on the scheduled day of pickup.

10. HOLIDAYS – Should a holiday fall on a day of scheduled pickup, pickup shall be the next following business day as directed by the Sanitation Department in order to coincide with trash pickup.

**BID**

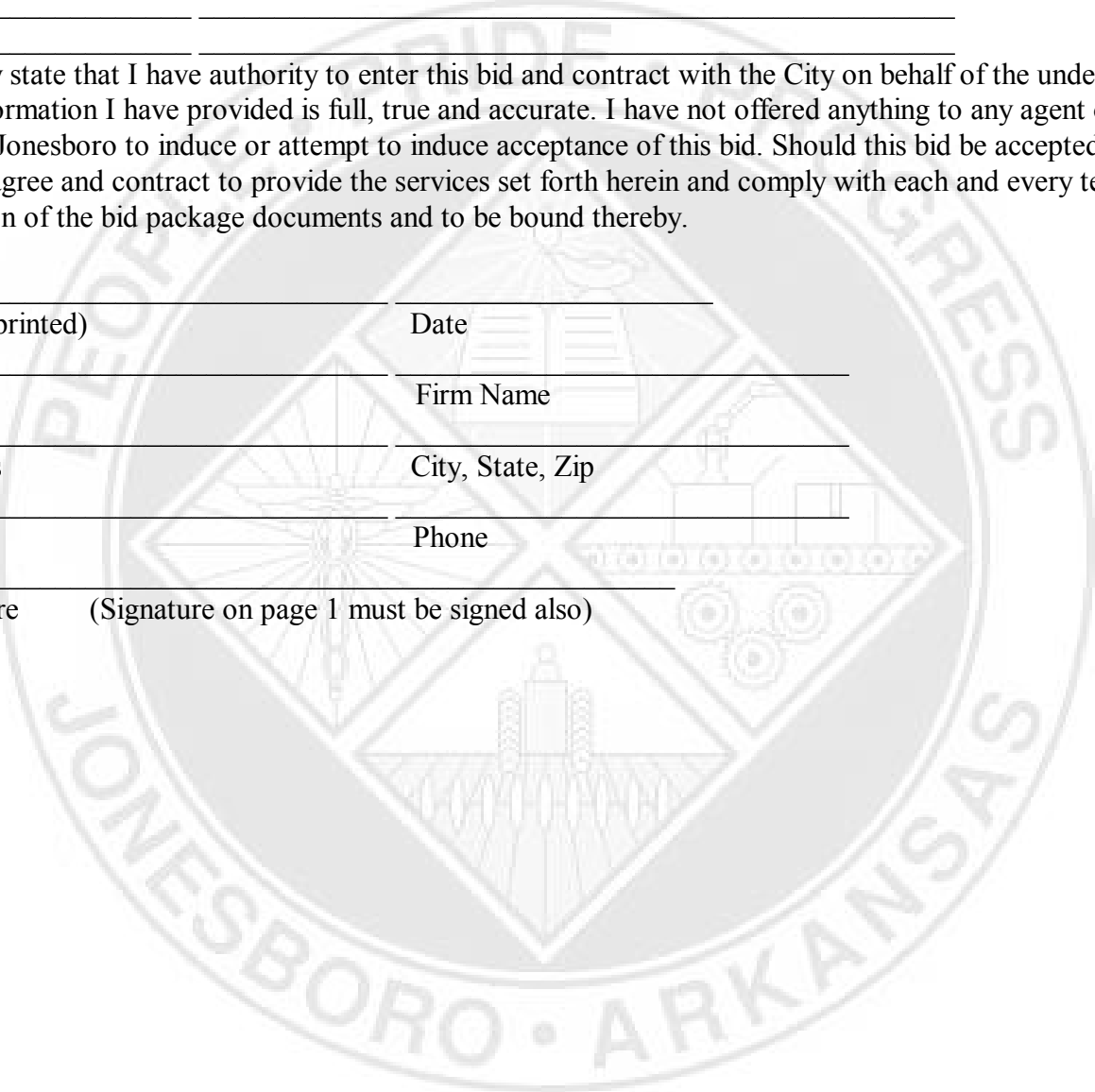
On behalf of the undersigned, I do hereby offer to contract with the City of Jonesboro, Arkansas to perform the work set forth in the bid contract incorporated by reference herein, on the project known and referred to as Recycle Waste Pickup and Disposal, in consideration for payment upon the terms and conditions as specified.

If the City accepts this bid, I will use the following subcontractors only in the performance of this contract. No additional subcontractors may be used or added to this list without the prior written permission of the City of Jonesboro.

Name: \_\_\_\_\_ Type of Work Subcontractor to Perform: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby state that I have authority to enter this bid and contract with the City on behalf of the undersigned. The information I have provided is full, true and accurate. I have not offered anything to any agent of the City of Jonesboro to induce or attempt to induce acceptance of this bid. Should this bid be accepted by the City, I agree and contract to provide the services set forth herein and comply with each and every term and provision of the bid package documents and to be bound thereby.

_____	_____
Name (printed)	Date
_____	_____
Title	Firm Name
_____	_____
Address	City, State, Zip
_____	_____
Email	Phone
_____	_____
Signature	(Signature on page 1 must be signed also)



**STATEMENT OF BIDDERS QUALIFICATIONS: (equipment etc)**

(Please list or attach a separate sheet)



List any and all existing or guaranteed contract with brokers/buyers for the sale of the sorted & baled recycle material.

Signed by \_\_\_\_\_

Date \_\_\_\_\_