	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	--

NOTICE is hereby given that the CITY OF STILLWATER, OKLAHOMA will receive sealed Bids for the following:

BID # SUA 04-19/20

DESCRIPTION: RECYCLABLE MATERIAL PROCESSING SERVICES

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid will be posted on the City's website at www.stillwater.org or a hardcopy may be obtained at:

City of Stillwater – City Clerk
 723 S. Lewis St.
 Stillwater, OK 74074

Bids must be received no later than 3:00 PM (CST) on Wednesday, September 4, 2019 and delivered to:

City Clerk's Office
 723 S. Lewis St.
 Stillwater, OK 74074


Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened**. Any bid received by the City Clerk more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered and shall be returned unopened to the bidder submitting same.

The Bid Packet consists of (1) this Notice of Invitation for Bid; (2) the Summary Sheet; (3) Form #1; (4) Form #2 Agreement; (5) Form #3; (6) Form #4; (7) Form #5; (8) Form #6; (9) the Instructions, Terms & Conditions for Bidders; (10) Special Requirements; and (11) Exhibit A Bid Form.

Use this Checklist to ensure you have properly read and completed all Forms.

- _____ Notice of Invitation for Bid
- _____ Summary Sheet
- _____ Form #1: Bidder Information Sheet (Must be completed)
- _____ Form #2: Agreement (and Bond Forms; Original signature required.)
- _____ Form #3: Interest Affidavit
- _____ Form #4: Non-Collusion Affidavit (Original signature & notarization required)
- _____ Form #5: Affidavit of Claimant (Original signature & notarization required)
- _____ Form #6: Acknowledgement of Receipt of Addenda/Amendments (Must be completed & signed)
- _____ Instructions, Terms & Conditions for Bidder
- _____ Special Requirements (Offer Period; Insurance & Bonding; References)
- _____ Exhibit A: Bid Form (This is your Bid. It must be completed or your Bid will be rejected)

IMPORTANT NOTE: Write the Bid Number, Bid Description, and Bid Opening Date (as listed above) on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	--

SUMMARY SHEET

Project Manager

If you have questions or need additional information, contact the Project Manager:

Chris Knight
cknight@stillwater.org
 Please include # SUA 04-19/20 on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Manager indicating your intent to Bid. Include # SUA 04-19/20 on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. The same procedure should be followed to request clarification, in writing, of any point in the Invitation for Bid.

Bidders are encouraged to contact the Project Manager by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions or concerns must be received no later than ten (10) days prior to the Bid Packet due date.

Issuing of Addenda

If you received the Notice of this Invitation for Bid from the City, you should also receive notice of any addenda issued.

Pre-Bid Conference

If a Pre-Bid Conference will be held for this Invitation for Bid, information on that conference will be inserted below:

Date: _____ Time: _____

Location: _____

- Attendance at the Pre-Bid Conference is **REQUIRED** to submit a Bid
- Attendance is **NOT REQUIRED** to submit a Bid.

Bid Packet Submission

The City requires three (3) completed Bid Packets. (1 Original and 2 copies)
 Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the box below will be checked.


- Electronic Copy also **REQUIRED**

Responses to this Invitation for Bid must be made on the Forms and documents listed on Page 1. The entire Bid Packet must be returned or your Bid may be rejected. DO not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

Bid Packet Submission

All Bid Openings are public and take place at 3:00 PM Wednesday. The Bid Openings are held in the City of Stillwater, Meeting Room 1112B, 723 S. Lewis St., Stillwater, Oklahoma, 74074.

Form SS

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	--

FORM #1
BIDDER INFORMATION SHEET

Bidder's Exact Legal Name: _____
 (Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

State of Organization: _____

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

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Limited Partnership | |

Bidders Address: _____
Street
City
State
Zip Code

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

Sales Contact:

Name: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Fax: _____
 Email: _____

Legal or Alternate Contact:

Name: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Fax: _____
 Email: _____

Recyclable Material Processing Services Contract

This Contract made and entered into this ____ day of _____, 2019 by and between the **City of Stillwater**, Oklahoma, a municipal corporation, hereinafter called "Stillwater" and **Stillwater Utilities Authority**, a public trust, hereinafter "SUA", and _____, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City of Stillwater/Stillwater Utilities Authority has caused to be prepared in accordance with law, certain plans, specifications and other documents for the work hereinafter described and has approved and adopted all of said contract documents, and has issued an Invitation for Bid and solicited bids and has received bids for the furnishing of all labor and materials for Recyclable Material Processing Services # SUA 04-19/20 as outlined and set out herein in accordance with the terms and provisions of this contract; and

WHEREAS, the City of Stillwater/Stillwater Utilities Authority, in the manner provided by law, has examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest and best bidder for recyclable material processing services, and has duly awarded this contract to said Contractor, for the sum named in the bid, to wit: _____ (\$_____).

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL AGREEMENTS AND COVENANTS HEREIN CONTAINED, THE PARTIES TO THIS CONTRACT HAVE AGREED, AND HEREBY AGREE, AS FOLLOWS:

1. The Contractor shall, in a good and first class workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to complete said work in strict accordance with this contract and the following Contract Documents:

Entire Bid Packet for Recyclable Material Processing Services, Contractor's Bid; and certificates of insurance for employer's liability, worker's compensation, comprehensive general liability, property damage, and automobile liability.

all of which said documents are on file in the office of the City Clerk, City of Stillwater, Stillwater, Oklahoma, and are made a part of this contract as fully as if the same were herein set out at length. Any terms and conditions contained in the Bid Packet are hereby incorporated and made a part of this service contract.

2. The term of this contract shall begin on October 1, 2019 and expire on June 30, 2024. Each new fiscal year during the term requires a written extension approved by the City Council to ensure funding is available to continue the Contract as set forth in Paragraph 3 below. The fiscal year extensions are as follows:

<i>July 1, 2020 – June 30, 2021</i>	<i>Extension #1</i>
<i>July 1, 2021 – June 30, 2022</i>	<i>Extension #2</i>
<i>July 1, 2022 – June 30, 2023</i>	<i>Extension #3</i>
<i>July 1, 2023 – June 30, 2024</i>	<i>Extension #4</i>

The parties will have the option to renew for one additional five-year (5-year) term, at the same terms and conditions as provided herein. The option to renew this contract requires consent of both parties and must be made in writing on or before May 1, 2024.

3. Contractor acknowledges that the City of Stillwater is subject to the debt limitation provisions of Article 10, § 14 of the Oklahoma Constitution. Contractor further acknowledges and agrees that this contract extends over multiple fiscal years and pursuant to constitutional debt limitations there is no guarantee that funding will be available to service this contract after June 30, 2020. In the event that no appropriation is made that is sufficient to service this contract, then this contract shall be null and void. The City of Stillwater shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

4. Stillwater/SUA shall make payments to the Contractor in the following manner: Payment will be processed monthly upon receipt of an accurate invoice from the Contractor; total number of payments will not exceed _____ (___) unless agreed upon by the parties.

5. This contract may be terminated by Stillwater/SUA for convenience at any time upon thirty (30) days prior written notice to the Contractor. This contract may be terminated for cause by the non-breaching party in the event the other party materially breaches this contract and provided the non-breaching party provides the breaching party thirty (30) days prior written notice and the opportunity to cure such breach(es) specified in the notice. In the event termination is for the convenience of Stillwater/SUA, payment will be made for the value of all services rendered up to the time of termination. In the event termination is for breach of contract by the Contractor, payment will be made only for the value of those services satisfactorily performed as determined by mutual agreement.

6. The Contractor shall carry the specified insurance policies as required in the bid packet at all times during the performance of this contract.

The City of Stillwater/Stillwater Utilities Authority shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.* Provided, however, this shall not preclude Contractor from carrying insurance in amounts exceeding said liability limits so long as the City of Stillwater/Stillwater Utilities Authority is not named as an additional insured in any amount in excess of said statutory liability limits.

7. Contractor agrees to indemnify and hold Stillwater/SUA and its authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property to the proportionate extent caused by the Contractor, its agents, employees or subcontractors and resulting from negligent acts, errors, mistakes or omissions from the Contractor's operation in connection with the services to be performed hereunder.

8. Contractor is and shall perform this contract as an independent contractor and, as such, shall have and maintain complete control over all its employees and operations. Neither Contractor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of Stillwater/SUA.

9. Contractor may not, without the prior written consent of Stillwater/SUA, delegate or subcontract the performance of the work, or any portion thereof, which is by this contract undertaken by Contractor.

10. Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec 1313 and includes, but is not limited to, the Free Employee Verification program (E-Verify) available at www.dhs.gov/E-Verify.

11. Contractor understands and acknowledges that Stillwater/SUA is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this contract that would be inconsistent with its compliance with the statutory requirements thereunder.

12. This contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals. The parties agree that all causes of action shall be brought in the Federal or State Courts within the State of Oklahoma. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not and will not agree to binding arbitration of any disputes.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) duplicate originals, the day and year first above written.

CONTRACTOR: _____

Sign Here → _____

Print Name: _____

Print Title: _____

Subscribed and sworn to me before this ____ day of _____, 2019 by
_____.

(Seal)

Notary Public

My Commission Expires: _____

My Commission Number: _____

CITY OF STILLWATER, OKLAHOMA
A MUNICIPAL CORPORATION

AND

STILLWATER UTILITIES AUTHORITY
A PUBLIC TRUST


William H. Joyce, Mayor/Chair

ATTEST:
(seal)

Elizabeth Chrz, City Clerk/Secretary

Approved as to form and legality this _____ day of _____, 2019.

John E. Dorman
City Attorney/General Counsel

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	---

**FORM #3
INTEREST AFFIDAVIT**

STATE OF _____)

)ss.

COUNTY OF _____)

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

By: _____
Signature

Printed Name: _____

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State where Notarized: _____

The Affidavit must be signed by and authorized agent and notarized



**INVITATION FOR BID
SUA 04-19/20
RECYCLABLE MATERIAL
PROCESSING SERVICES
Issued: August 5, 2019**

**City of Stillwater,
Oklahoma**

**FORM #4
NON-COLLUSION AFFIDAVIT
(Required by Oklahoma law, 74 O.S. §85.22-85.25)**

STATE OF _____)

)ss.

COUNTY OF _____)

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

1. I am the authorized agent of Seller herein for the purpose of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in the restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any municipal official or employee as to create a sole-source acquisition in contradiction to Section 74 O.S. §85.45j.1.

I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Stillwater any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

By: _____
Signature

Printed Name: _____

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State where Notarized: _____

The Affidavit must be signed by and authorized agent and notarized



**INVITATION FOR BID
SUA 04-19/20
RECYCLABLE MATERIAL
PROCESSING SERVICES
Issued: August 5, 2019**

**City of Stillwater,
Oklahoma**

**FORM #5
AFFIDAVIT OF CLAIMANT**

STATE OF _____)
)ss.
COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Stillwater will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests, and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the City of Stillwater or any public trust where the City of Stillwater is a beneficiary, of money or any other thing of value to obtain payment of the invoice of procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: _____

Remit to Address: _____

City/State/Zip: _____

Print Name: _____

Signature: _____

Title: _____

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


Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State where Notarized: _____

The Affidavit must be signed by and authorized agent and notarized

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	--

FORM #6
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/AMENDMENTS

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


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

Sign Here ▶ _____

Printed Name: _____

Title: _____

Date: _____

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	--

INSTRUCTIONS, TERMS & CONDITIONS FOR BIDDERS

1. PURCHASING AUTHORITY.

City issues this Invitation for Bid pursuant to Stillwater City Charter, Art. IV, §4-1 and Stillwater City Code, Ch. 2, Art. VI, §2-608, the provisions of which are incorporated herein.

2. DEFINITIONS.

The following terms have the following meanings when used in the documents comprising this Bid Packet.

- A. **“Acceptance”** with respect to a Bid shall mean Stillwater’s selection of a Bid and award of a contract to the Bidder/Contractor.

- B. **“Acceptance”** with respect to delivery of Goods and/or Services provided for under a Purchase Agreement shall mean Stillwater’s written acknowledgement that Contractor has satisfactorily provided such Goods and/or Services as required.

- C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a calcification, revision, addition, or deletion to this Invitation for Bid by the City of Stillwater which shall become a part of the agreement between the parties.

- D. **“Authorized Agent”** means an agent who is legally authorized to bind the Bidder/Contractor under the law of the State in which Bidder/Contractor is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Bidder. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - **Corporations** – the president, vice president, board chair, or board vice chair can sign; others can sign if they have and provide to the City (i) a corporate resolution giving them authority to bind the Contractor; and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.

 - **General Partnerships** – any partner can sign to bind all partners.


 - **Limited Partnerships** – the general partner must sign.

 - **Individuals** – no additional authorization is required, but signatures must be notarized.

 - **Sole Proprietorship** – the owner can sign. Any other person can sign if (s)he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.

 - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of members indicating the authorization is still valid.


Entities organized in states other than Oklahoma must follow the law of the State in which they are organized.

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	--

- E. **“Bid”** means the Bidder’s irrevocable offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Bidder chooses to submit to support the Bid.
- F. **“Bidder”** means the legal entity which submits a Bid for consideration by the City of Stillwater in accordance with the Invitation for Bid.
- G. **“Bid Packet”** consists of the following documents (1) Notice of Invitation for Bid; (2) Summary Sheet; (3) Form #1; (4) Form #2; (5) Form #3; (6) Form #4; (7) Form #5; (8) Form #6; (9) Instructions, Terms & Conditions for Bidders; (10) Special Requirements; (11) Technical Specifications; and (12) Exhibit A.
- H. **“Bid Submission Date”** shall mean the last date by which the City of Stillwater will accept Bids under an Invitation for Bid.
- I. **“City”** shall mean the City of Stillwater, Oklahoma.
- J. **“Contractor”** shall mean the Bidder whose Bid the City of Stillwater selected and awarded a contract.
- K. **“Days”** shall mean calendar days unless specified otherwise.
- L. **“Primary Contractor”** shall mean the Contractor whose Bid the City of Stillwater selected as the principal supplier of the Goods and/or Services required under this Agreement.
- M. **“Project Manager”** shall mean the City’s employee assigned by the City of Stillwater to serve as the contact person for Bidders/Contractors responding to Invitations for Bid or completing contracts herein.
- N. **“Purchasing Division or City Clerk’s Office”** shall mean the City of Stillwater City Clerk, 723 S. Lewis St., Stillwater, Oklahoma, 74076.
- O. **“Secondary Contractor”** shall mean the Contractor whose Bid the City of Stillwater selected as a back-up supplier in the event that the Primary Contractor is unable to provide all the Goods and/or Services required.
- P. **“Unit Price”** shall mean an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- Q. **“You” or “Your”** shall mean the Bidder responding to this Invitation for Bid or the Contractor whose Bid the City of Stillwater selected and awarded a contract.
- R. **“Website”** shall mean the City of Stillwater’s website: www.stillwater.org

3. QUESTIONS REGARDING INVITATION FOR BID.

Questions regarding any portion of this Invitation for Bid must be submitted in writing (sent by mail or email) to the Project Manager indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the Pre-Bid Conference, if required. Questions and concerns must be received

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	--

no later than seven (7) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on the City of Stillwater. At the City’s discretion, any information or clarification made to you may be communicated to other Bidders that notified the City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation for Bid with anyone other than the Project Manager or City Clerk or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and any payments made refunded.

4. ORAL STATEMENTS.

No oral statements by any person shall modify or otherwise affect the provisions of this Invitation for Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by the City of Stillwater City Clerk.

5. EXAMINATION BY BIDDERS.

You must examine the specifications, drawings, schedules, special instructions, and all documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.

6. ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.

The City of Stillwater may addend or amend its Invitations for Bid no later than three (3) working days prior to the date stated for the Opening of the Bids, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by email) of any addenda or amendments to those Bidders who have responded to the Project Manager with their intent to respond to the Invitation for Bid. However, it is your responsibility to inquire about any addenda or amendments by signing and returning Form #6 – Acknowledgement of Receipt of Addenda/Amendments with your Bid. The City of Stillwater may reject any Bid that fails to acknowledge any addenda or amendments.

7. SPECIFICATIONS / DESCRIPTIVE TERMS / SUBSTITUTIONS.


Unless the term “no substitute” is used, references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model. This Invitation for Bid may make such referenced to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, the City of Stillwater may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to the City. In the case of existing contracts, you shall give the City thirty (30) days advance notice in writing of any such proposed changes or substitutions. The City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid may be considered non-responsive and the Bid rejected.

8. PRICE / DISCOUNTS.

Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	--

shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.

9. NO INDEMNIFICATION OR ARBITRATION BY CITY.

Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney’s fees and costs. In addition, Seller shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled. Stillwater will not agree to binding arbitration of any disputes.

10. DELIVERY.

All prices quoted shall be based on delivery F.O.B. Stillwater, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Contractor to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.

11. TAXES.

The City of Stillwater is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.


12. BID SUBMISSION.

The Bid Packet forms must be prepared in the name of the Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the “Bid Submission Date”). A Bid is an irrevocable offer and when accepted by the City of Stillwater (as evidenced by City’s execution of the Agreement) shall constitute a firm contract.

A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER “EXHIBIT A”, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.

B. Sealed Bids may be either mailed or delivered, but must be received at:
 City of Stillwater – Office of the City Clerk
 723 S. Lewis St. / PO Box 1449
 Stillwater, OK 74076-1449


C. Bids will be accepted at the above address from 8:00 AM to 5:00 PM (CST), Monday through Friday except for City holidays. City is not responsible for failure of Bids to be received by the City Clerk’s Office prior to the due date and time. Any bid received by the City Clerk more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered and shall be returned unopened to the bidder submitting same.

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	--

- D. Late Bids will be **rejected**. The Project Manager, in his sole discretion, may make exceptions only for the following reasons:
- City Hall closed for business for part or all of the day on the date the response was due.
 - If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 - If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Project Manager.
- E. **City of Stillwater will NOT accept faxed Bids.** No exceptions.
- F. The City of Stillwater is not responsible for any of your costs in preparing the Bid response, attending a Pre-Bid Conference, if required, or any other costs you incur, regardless of whether the Bid is submitted, accepted, or rejected.
- G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Bidder's name and address must also be clearly indicated on the envelope.
- H. If submitting multiple options to the Invitation for Bid, each will be separately considered separately requiring each response to be complete and accurate. Each option must be clearly marked as "Option 1 of 3", "Option 2 of 3", etc.
- I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. At a minimum, there will be one (1) original, clearly labeled as such ("ORIGINAL") on the Bid Packet cover page, and two (2) copies, clearly labeled as such ("COPY") on the Bid Packet cover page.
- J. Multiple boxes or envelopes are permissible, but must not weigh more than fifty pounds (50 lbs.). Each box must be clearly labeled as instructed herein and numbered (i.e. "Box 1 of 3", "Box 2 of 3", etc.). The original must be in Box #1.
- K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections made to the Bids must be in initialed in ink.

13. BID REJECTION OR WITHDRAWAL.

- A. The City of Stillwater may reject any or all Bids, in whole or in part.
- B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder's liability to the City of Stillwater.**
- C. A Bid may be rejected if Bidder is currently in default to City of Stillwater or any other contract or has an outstanding indebtedness to the City of Stillwater of any kind.
- D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	--

E. Bid withdrawal may only be accomplished by an Authorized Agent requesting withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

14. BID RESULTS.

A tabulation of Bids received will be made available on the City's website generally within five (5) working days after the Bid Opening Date. After a contract award is recommended by the Project Manager, a copy of the Bid summary will be available in the City Clerk's office. Bid results are not provided in response to telephone or email inquiries.

15. PURCHASE ORDER.

In the event the successful Bid is for an amount less than Fifty Thousand Dollars (\$50,000), and it is determined by the City of Stillwater to be in the best interest of the City, the City may in its sole discretion, issue a Purchase Order rather than execute the Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms and conditions of the Bid Packet documents, including the Agreement, will govern the transaction and be enforceable by the City of Stillwater and Bidder/Contractor.

16. CONTRACT AWARD.

If a contract is awarded, it will be awarded to the Bidder that the City of Stillwater determines is the lowest responsible Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder's qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with the City of Stillwater, and guarantees of materials and equipment, as applicable. A complete list of factors that are considered is set forth in the City of Stillwater Purchasing Manual. Unless otherwise noted, the City of Stillwater reserves the right to award a contract by item, one or more groups of items, or all items in the Bid, whichever is in the City's best interest.

17. IRS FORM W-9.


If the City of Stillwater selects your Bid and awards a contract to you, you will have ten (10) days from notification of award to provide the City of Stillwater with your complete IRS Form W-9.

18. NOTICE TO PROCEED.

If the City of Stillwater accepts your Bid and executes the Agreement, you shall not commence work until authorized to do so by the Project Manager or his representative. Receipt of a Purchase Order from the City of Stillwater is notice to proceed.

19. PAYMENTS.

Invoices and Application for Payment must be emailed to: cknight@stillwater.org. Payments will be made Net 30 days after receipt of a properly submitted invoice or the City of Stillwater's Acceptance of the Goods and/or Services, whichever is later, unless the City of Stillwater decides to take advantage of any prompt payment discount included in the Bid.

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	--

SPECIAL REQUIREMENTS

SECTION I

CITY OF STILLWATER – WASTE MANAGEMENT OVERVIEW

Basic Services:

1. Stillwater is located in north–central Oklahoma and is the county seat of Payne County. Stillwater’s population figure according to the 2010 census is 45,688.
2. City of Stillwater (“City”) and Stillwater Utilities Authority (“SUA”) expects to enter into a new contract for recycling processing services to begin no later than October 1, 2019.
3. The City operates a weekly curbside automated and semi–automated system for single stream and glass recycling collection for approximately 13,500 single-family homes. The City also operates a staff recycling center. Also, provided is commercial cardboard collection service. The program affords each residence a choice of three different cart sizes 35, 65 and 95 gallon.
4. Weekly single-stream recycling along with access to the City’s recycling center is offered to residential utility customers. The City accepts cardboard, plastic (#1, 2, 5), tin, aluminum and paper in the single-stream collection. A separate glass collection is performed once a month. The recycling center also accepts the same items along with electronics, light bulbs, motor oil, antifreeze, cooking oil, textiles and bulk items.
5. Based on FY 2016 data, the total amount of 2,682.34 tons of recyclable materials were collected.

SECTION II

1. IRREVOCABLE OFFER PERIOD.


You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City’s close of business on the Bid Submission Date until **30 days** after the Bid Opening Date.

2. GENERAL LIABILITY / INDEMNIFICATION.

You shall hold the City of Stillwater harmless for any loss, damage or claims arising from or related to your performance of the Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. You agree to indemnify and hold the City of Stillwater harmless from claims, demands, causes of actions or suits of whatever nature arising out of the Goods and/or Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

3. LIENS.

No liens of any kind shall exist against property of the City of Stillwater. Bidder shall deliver all Goods to the City of Stillwater free and clear of liens. Delivery by Bidder to City of goods which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by the City as a result of the existence of such liens shall be paid to the City by returning such goods and reimburse the City for any payments made for such goods.

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	--

4. INSURANCE.

If the box is checked "Yes," the following insurance is **required**:

YES **NO**

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

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 aggregate comprehensive
General Liability	\$1,000,000 per occurrence
Property Damage	\$25,000 per occurrence
Property Damage	\$1,000,000 aggregate
Auto Liability	\$125,000 each person for bodily injury
Auto Liability	\$25,000 each occurrence for property damage


The City of Stillwater shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Contractor from carrying insurance in amounts exceeding said liability limits so long as the City is not named as an additional insured in any amount in excess of said statutory liability limits.

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

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

- Contractor's Name
- Insurer's name and address
- Policy number
- Liability Coverage Amounts
- Commencement and expiration dates
- Signature of authorized agent of insurer
- Invitation for Bid number
- Insured or Additional Insured shall include the City of Stillwater and its officers, agents and employees

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

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	---

5. BONDING.

If the box is checked "Yes," the Bond is **required**:

A. BID BOND

YES NO

B. PERFORMANCE BOND

YES NO

C. MAINTENANCE BOND

YES NO


D. STATUTORY BOND

YES NO

6. CITY PURCHASING CARD.

Is the City of Stillwater purchasing card acceptable for payments. (The card is a Mastercard)

YES NO

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	--

7. REFERENCES.

If the box is checked "Yes," References are **required**:


X YES **NO**

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

Company Name:	
Contact Name:	
Address:	
Phone Number:	
E-mail Address:	
Nature of Relationship with Bidder:	

Company Name:	
Contact Name:	
Address:	
Phone Number:	
E-mail Address:	
Nature of Relationship with Bidder:	

Company Name:	
Contact Name:	
Address:	
Phone Number:	
E-mail Address:	
Nature of Relationship with Bidder:	

	INVITATION FOR BID # SUA 04-19/20 RECYCLABLE MATERIAL PROCESSING SERVICES Issued: August 5, 2019	City of Stillwater, Oklahoma
---	--	--

**EXHIBIT A
BID FORM**

Commodity	Accepted Yes or No	Index Publication or Sales Price	Region Low/Region High Side	Index Pricing Baled (+ or – per ton or lb.)	Index Pricing Loose (+ or – per ton or lb.)
Cardboard					
Mixed Paper					
#1 PETE					
#2 HDPE Natural					
#2 HDPE Color					
Plastics #5					
Steel Cans					
Aluminum Cans					
3- Mix Glass					

Trash/ Rejects – Cost per ton (transport & disposal) \$ _____

Bidder's Company Name: _____

Authorized Signature Here ▶ _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET