



270 North Clark Street – Powell, Wyoming 82435
(307) 754-5106 – FAX (307) 754-5385

INVITATION TO BID SCRAP METAL RECYCLING SERVICES

Sealed bids for Scrap Metal Recycling Services for the City of Powell are due by 10:00 am on November 1st, 2019 at City Hall, 270 N Clark Street, Powell, WY 82435. Mailed and hand delivered bids shall have “Scrap Metal Recycling” written on the outside of the envelope. The bids will be publicly opened, read and acknowledged at the above time and date and award will be made as soon thereafter as practicable. Bids received after the time and date above will be rejected and returned unopened.

Full bid packet is available at www.cityofpowell.com under announcements.

BY ORDER OF THE CITY OF POWELL

John Wetzel, Mayor

Publish: FIRST	Tuesday	October 15, 2019
FINAL	Tuesday	October 22, 2019



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SCRAP METAL RECYCLING SERVICES BID

All firms wishing to be considered for scrap metal recycling services for the City of Powell must submit a minimum of one original bid containing a scope of work addressed to the City of Powell.

The scope of the project is for monthly scrap metal recycling services for the water, electric, street, sanitation and parks departments of the City of Powell. Sealed bids are due by 10:00 am on November 1st, 2019 at City Hall, 270 N Clark Street, Powell, WY 82435. Mailed and hand delivered bids shall have “Scrap Metal Recycling” written on the outside of the envelope. The term of the contract is for three years beginning 11/18/2019 and ending 11/14/2022.

The scope of work should include, but is not limited to the following:

1. A summary of the scope of work;
2. Fee schedule- Please identify unit rates per pound for Iron, Scrap Iron, Irony Aluminum and Steel;
3. Provisions of on-site material bins and specifications of those bins;
4. City will notify service provider when bins are full and service provider will pick up within 3 business days of notification.

Appropriate City staff will review and evaluate all bids and present their recommendation to the City Administrator. The City will make all decisions regarding selection and awarding of the contract. The decision of the Mayor and Council will be considered final.

In accordance with the provisions of section 16-6-101 through Section 16-6-106 of the Wyoming Statutes, 1997 republished edition, preference is hereby given to materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside the state. Any supplier claiming preference must submit evidence of Wyoming residency as defined in Wyoming Statute 16-6-101.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informality if deemed in the best interest of the City.

CONTRACT FOR SCRAP METAL RECYCLING SERVICES

The City of Powell, a Wyoming municipal corporation, (hereinafter referred to as City), and XXXXXX (hereinafter referred to as Contractor) hereby enter into this contract as of the date last executed by the parties below:

WHEREAS,

1. City is a municipal corporation properly formed in the state of Wyoming;
2. Contractor is a corporation which provides scrap metal recycling services;
3. City requested proposals to provide scrap metal recycling services for the City of Powell;
4. Contractor submitted a proposal for providing such services, which the City has accepted, subject to entering into an agreement acceptable to both parties.

WHEREFORE, the parties, in consideration of the mutual covenants, promises and representations described herein, hereby agree as follows:

1. Contractor will provide scrap recycling services to the City as described in the "Scrap Metal Recycling Services Bid" attached to and incorporated with this Contract as Exhibit 1; the "Scrap Metal Recycling Services Scope of Work" attached to and incorporated with the Contract as Exhibit 2.
2. The term of this agreement will commence on 11/18/2019 and shall terminate 11/17/2022.
3. Contractor shall provide bins and containers to the City for the storage of scrap materials. The parties shall mutually agree to the appropriate size bins and containers to be used.
4. City shall notify Contractor (by phone, email or fax) when a bin is full, and Contractor shall pick up such bin, and shall replace full bins with empty bins within 3 business days of notification.
5. Contractor shall weigh the materials picked up from the City, and shall pay to the City, within ten days of picking up such materials, the unit price for the materials as described on the attached Exhibit 2.
6. Contractor warrants that it has the experience, training, equipment and personnel necessary to provide the services described herein in a professional, timely, safe and workmanlike manner consistent with the standards of the industry. City shall not be responsible for compacting, delivering, loading or handling scrap materials other than to place the materials into the bins provided by Contractor. Contractor shall provide its own employees to pick up, load and deliver the scrap materials, and shall provide appropriate supervision and training to its employees.
7. Contractor shall, upon payment to the City, provide itemized receipts showing the number of bins and types of materials/scrap metal received; the weight for each respective type of material or scrap metal; and the amount paid for each. Upon request from the City, Contractor shall provide documentation for such payments, including but not limited to weight slips, certification for the scales used weight the materials, and other relevant documentation to support the weights of the materials and payments to the City.
8. In the event that Contractor fails to make payment in a timely manner as described herein, or breaches the agreement in any other material manner, the City may terminated this agreement upon thirty days written notice to Contractor. Termination by the City of this agreement shall not be construed as a waiver of any of City's other rights to enforce this agreement, including but not limited to the right to assert claims for breach of contract. Termination shall likewise not be construed to relive Contractor or its obligations and events as described herein. In the event the City terminates this agreement, the Contractor shall pay for any and all amounts outstanding and owed to the City for recycled materials received from the City prior to such terminations.
9. Contractor shall carry general liability insurance with limits of one million dollars per occurrence and three million in the aggregate. Contractor shall indemnify the City of Powell against any and all claims of any kind arising from Contractor's negligent and intentional acts, errors and omissions, including but not limited to claims of property damage, personal injury and death. This indemnification shall include reasonable attorney's fees, costs, expenses and judgments incurred by and assessed against the City of Powell resulting from Contractor's negligent and intentional acts, errors and omissions.

10. Contractor shall not sublet this Contract or any part thereof without the written consent of the City. In the event this Contract or any portion thereof is sublet by Contractor, with the written consent of the City, all obligations of the original Contractor under this Contract shall remain in full force and effect. All subcontractors must be pre-approved by City before subcontractors may begin working.
11. Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state (16-6-106).
12. The CONTRACTOR shall furnish all labor and operators of the equipment which operator shall be fully skilled and competent to operate said equipment at all times when the work required by CITY is in progress. CONTRACTOR shall immediately remove any operator considered incompetent or undesirable by CITY. All operators and laborers provided by CONTRACTOR shall be residents of Wyoming excepting when laborers and/or operators who are residents of Wyoming are not available for employment within the State or not qualified to perform the work involved. (Wyoming Statute 16-6-102, 16-6-103).
13. This contract constitutes the complete and final agreement between the parties. There are no other agreements, covenants or promises outside the scope of the written contract.
14. This contract may be modified or altered only by a written amendment, signed and authorized by both parties.
15. The City of Powell, its officers, employees, appointees and representatives, do hereby reserve their governmental or sovereign immunity from tort liability of any kind or nature and nothing herein shall be considered a waiver of immunity as provided by law. City specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant to state law, including Wyoming Statute 1-39-101, et seq.
16. This Agreement shall inure to benefit of and be binding upon the legal representatives and successors of the City and the Contractor respectfully.

XXXXXXXX

BY: _____

XXXXX, XXXXX

CITY OF POWELL

BY: _____
John Wetzel, Mayor

ATTEST:

Tiffany Brando, City Clerk



City of Powell

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SCRAP METAL RECYCLING SERVICES

SCOPE OF WORK

Name of Firm: _____

Address: _____

Phone: _____ Cell: _____ Fax: _____

Contact Name: _____

Number of Personnel: _____

Equipment: _____

Qualifications: _____

		*Estimated Quantity for Bidding in pounds (lbs)	Unit Price	Total
1	Iron	8,000		
2	Scrap Iron	5,000		
3	Irony Aluminum	50		
4	Steel	2,500		
		Total Quote		

*Estimated Quantities are for bid comparison purposes only. Actual quantities for the year maybe more or less.

Product must be picked up and transported by service provider within 3 business days of notification. On-site containers must be provided by services provider.

Describe: _____
