



Request for Proposals for

CURB-SIDE RECYCLING
COLLECTION & DISPOSAL

CITY OF WHITEFISH - MONTANA

BIDS DUE: FRIDAY, August 4, 2017, 4 PM

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INVITATION TO BID

Curb-Side Recycling Collection and Disposal

CITY OF WHITEFISH, MONTANA

Issued: July 7, 2017

Bids Due: **Friday, August 4, 2017 – 4 PM**

418 E. 2ND ST.
WHITEFISH, MT 59937

Sealed bids for Curb-Side Recycling Collection and Disposal will be received by the City of Whitefish until Friday, August 4, 2017, at 4:00 PM. Bids shall be addressed to Craig Workman, Director of Public Works, 418 E. 2nd St., Whitefish, MT 59937. A Pre-Bid Meeting will be held on Monday July 24, 2017 at 10 am at the Whitefish City Hall, located at the above address.

Contractor is to submit cost for the bi-weekly collection and proper disposal of recyclables from approximately 3,500 residential units within the City of Whitefish for one year subject to the terms and conditions outlined in the detailed specifications and bid forms.

Detailed specifications and bid forms may be secured from the Public Works Department, Whitefish City Hall, 418 E. 2nd St., Whitefish, MT 59937, between the hours of 8:00 AM and 5:00 PM, or from the city's website at www.cityofwhitefish.org.

Contact Craig Workman, Department of Public Works at (406) 863-2455, or email at cworkman@cityofwhitefish.org for any questions you may have. It is the responsibility of each bidder to become fully acquainted with the specifications as they exist so the bidder may fully understand the routes, facilities, difficulties, and restrictions related to providing services in accordance with the detailed specifications and bid forms.

The city reserves the right to modify or waive technicalities in specifications, reject any or all bids, to waive irregularities or accept the bid that in its opinion will serve its best interest. It is the successful bidder's responsibility to comply with state and federal regulations.

INSTRUCTIONS TO BIDDERS

1. Project Description

The work is generally described as bi-weekly (every other week) collection, transport, and disposal of single stream recyclable residential solid waste in the City of Whitefish, Montana. The work will take place for three years, beginning October 1, 2017. Contractor will be responsible for furnishing a suitable number of vehicles, employees, and containers to provide this service to the approximately 3,500 residential units within City limits.

2. Acknowledgements

In submitting their proposal the bidder represents, that:

- A. Contract documents have been reviewed thoroughly, bidder's observations have been correlated with the contract documents, and the City has been notified of any conflicts, errors or discrepancies in the contract documents;
- B. The submission of a bid will constitute an incontrovertible representation that the bidder has complied with every requirement of this request, that without exception the bid is premised upon performing and furnishing the work required by the contract documents, and that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions;
- C. Contractor has familiarized itself with the nature and extent of the proposal requirements, services to be provided, all local conditions, laws and regulations that in any manner may affect cost or furnishing of services. The City of Whitefish makes no representation or warranty of the condition of the jobsite. All prospective bidders are requested to carefully satisfy themselves as to the conditions at the project site;
- D. Contractor has given the City of Whitefish Director of Public Works written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Specification Documents and the written resolution thereof by the City of Whitefish and stated in writing to the Director of Public Works that these documents are acceptable to Contractor;
- E. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed persons, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- F. Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham proposal;
- G. Contractor has not solicited or induced any person, firm, or corporation to refrain from submitting a Proposal;

- H. Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over City; and
- I. This proposal will remain subject to acceptance for 60 days after August 4, 2017. Contractor will sign and submit the Contract and any other documents required by the Contract Specification Documents within 14 days after the date of City's Notice of Award.

3. Bidder's Qualification Statement

The enclosed Bidder's Qualification Statement must be filed with the Public Works Department not less than five (5) days prior to the opening of the bids and show sufficient financial ability, equipment, and experience to properly perform the contract. The decision of the City as to qualifications shall be final.

4. Bid Bond

Bids must be accompanied by bid bond in the amount of 5% of the total bid amount of the highest years' service. Bid and bid bond may not be withdrawn for a period of 60 days after the Bid Deadline. Bid bond will be retained if the Bidder is awarded the Work and fails to execute the Agreement.

5. Performance Bond

A performance bond in the amount of 100% of the highest years' service cost will be required from the successful bidder.

6. Interpretations, Addenda, and Pre-Bid Meeting

- A. All questions about the meaning or intent of the contract documents are to be directed to the Director of Public Works. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda.
- B. All requests for interpretation must be received on or before Friday July 28, 2017. Addenda will be posted on or before August 1, 2017. Failure of any bidder to acknowledge any such addenda or interpretation shall not relieve such bidder from any obligations under their bid as submitted. All addenda issued shall become part of the contract documents. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.
- C. A Pre-Bid Meeting will be held on Monday July 24, 2017 at 10 am at the Whitefish City Hall, 418 E. 2nd St., Whitefish, MT 59937. Attendance at this meeting is not necessary in order to submit a bid.

7. Bid Form

- A. The Bid Form is included with the bidding documents. The bid must not be separated from the attached form.
- B. All blanks on the Bid Form must be completed in ink. The price of each item on the form must be stated in words and numerals. In case of conflict, words will take precedence.
- C. Bids by corporations must be executed in the corporate name by the President or Vice President (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and official address for the partnership must be shown below the signature.
- E. All names must be printed below the signature.
- F. The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on Bid Form 2015A).
- G. All bids must be signed before a Notary Public or other officer authorized to administer oaths.

8. Preparation And Submission of Bids

Bids shall be submitted to the Whitefish Public Works Department on or before Friday, August 4, 2017, at 4:00 PM. Bids shall be addressed to Craig Workman, Director of Public Works, 418 E. 2nd St., Whitefish, MT 59937. Bids shall be firmly sealed in an opaque envelope. Each envelope shall be plainly labeled “Bid for Curb-Side Recycling Collection and Disposal” and shall bear the name of the individual, firm or corporation submitting the bid. If the bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation “BID ENCLOSED”. No bid will be considered which is received after the closing time.

9. Modification or Withdrawal of BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

10. Bids To Remain Subject To Acceptance

All bids will remain subject to acceptance for sixty days after the day of the bid opening, but the City may, in its sole discretion, release any bid prior to that date.

11. Award of Contract

- A. The City reserves the right to reject any and all bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate contract terms with the successful bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional bids. Also, the City reserves the right to reject the bid of any bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City.
- B. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- C. Bids which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations, or irregularities if any kind, or which do not comply with the Instructions to Bidders may be rejected at the option of the City.
- D. In evaluating bids, the City will consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form.
- E. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract documents and to complete the work contemplated therein.

12. Signing of Agreement

- A. When the City gives a Notice of Award to the successful bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter the Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to the City. Within ten days thereafter the City shall deliver one fully signed counterpart to the Contractor.
- B. In case the successful bidder fails to sign the Agreement within the above prescribed time, the City may at its option consider that the Bidder has abandoned the contract, in which case the Bid Bond accompanying the bid shall become the property of the City.

BIDDER INFORMATION SHEET

CITY OF WHITEFISH, MONTANA

FOR

CURB-SIDE RECYCLING COLLECTION AND DISPOSAL

Name of Bidder: _____

Business Address: _____

City, State Zip: _____

Tax ID. Number: _____

Primary Contact Information:

Name: _____

Title: _____

Telephone Number: _____

Fax Number: _____

email: _____

BID FORM

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CITY OF WHITEFISH, MONTANA

FOR

CURB-SIDE RECYCLING COLLECTION AND DISPOSAL

<p><u>Base Costs:</u> Bi-Weekly Recycling pickup using contractor provided container beginning 10/1/2017 and ending 9/30/2018.</p>		
<u>Item Description</u>	<u>Cost</u>	<u>In Writing</u>
<p style="text-align: center;">Cost per stop for Recycling Collection</p>	<p style="text-align: center;">_____ \$</p>	<p style="text-align: right;">_____ Dollars and _____ Cents</p>
<p style="text-align: center;">Annual Recycling Collection Cost <i>(Cost Per Stop x 3,500 stops/week x 26)</i></p>	<p style="text-align: center;">_____ \$</p>	<p style="text-align: right;">_____ Dollars and _____ Cents</p>

<p><u>Base Costs:</u> Bi-Weekly Recycling pickup using contractor provided container beginning 10/1/2018 and ending 9/30/2019.</p>		
<u>Item Description</u>	<u>Cost</u>	<u>In Writing</u>
<p style="text-align: center;">Cost per stop for Recycling Collection</p>	<p style="text-align: center;">_____ \$</p>	<p style="text-align: right;">_____ Dollars and _____ Cents</p>
<p style="text-align: center;">Annual Recycling Collection Cost <i>(Cost Per Stop x 3,500 stops/week x 26)</i></p>	<p style="text-align: center;">_____ \$</p>	<p style="text-align: right;">_____ Dollars and _____ Cents</p>

BID FORM

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CITY OF WHITEFISH, MONTANA

FOR

CURB-SIDE RECYCLING COLLECTION AND DISPOSAL

Base Costs: Bi-Weekly Recycling pickup using contractor provided container beginning 10/1/2019 and ending 9/30/2020.

<u>Item Description</u>	<u>Cost</u>	<u>In Writing</u>
Cost per stop for Recycling Collection	_____ \$	_____ Dollars and _____ Cents
Annual Recycling Collection Cost <i>(Cost Per Stop x 3,500 stops/week x 26)</i>	_____ \$	_____ Dollars and _____ Cents

Addendum Number(s) Acknowledged _____

BIDDER QUALIFICATION STATEMENT

This form is to be completed and submitted to the City as requested. The contents of this questionnaire will be considered confidential. If the City is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, it may require additional information, or reject or disregard the proposal.

1. Company Information:

Name: _____

Address: _____

City: _____ State: _____ ZIP _____

Phone: _____ Fax: _____

Email: _____ Cell: _____

2. Primary Contact Information:

Name: _____

Address: _____

City: _____ State: _____ ZIP _____

Phone: _____ Fax: _____

Email: _____ Cell: _____

Attach any additional documents necessary to answer remaining questions.

3. When Organized: _____ Where Incorporated: _____

4. How many years have you been engaged in business under the present firm name?

5. General character of work performed by your firm.

6. Present work under contract. (Attach list of present contracts.)

7. Have you ever defaulted on a contract? Yes _____ No _____. If the answer is "yes" attach a statement showing where and why.

8. Attach a statement of your experience, including the experience of the principal member of your personnel who will appear on the work under this contract.

10. Additional information may be submitted if desired.

Dated this _____ day of _____, 201 _____.

Name of Organization

By: _____

Title: _____

General Terms and Conditions

1. **CONTRACTOR.** Contractor will enter into agreement with the City of Whitefish to perform services as stated under the terms and conditions as stated in the bid specifications. Business owners within the City may arrange for the collection and disposal of recyclables on behalf of and at the sole expense of such business owner. Collection and disposal of recyclables by business owners, at their own expense, does not alter the Contractor's rights or obligations under this contract.
2. **ASSIGNMENT.** The Contractor may not subcontract or assign its rights and obligations under the terms of this contract except with the written consent of the City.
3. **LABOR USED IN COLLECTION OF RECYCLABLES.** The Contractor shall employ such persons as may be needed to collect the single stream recyclables on schedule. All such persons shall be employees of the Contractor, who shall provide workers' compensation to their employees and be solely responsible for complying with the requirements of the State of Montana relating to the employment of such people. The Contractor also shall be responsible for all claims and bills for wages, salaries, and supplies purchased or in any way related to the Contractor's performance of this contract.
4. **EQUIPMENT USED IN COLLECTION RECYCLABLES.** The Contractor shall provide all standard or specialized equipment necessary to collect on schedule in a professional, efficient and safe manner, single stream recyclables. Equipment must be safe, sanitary and maintained in such a manner as to accomplish efficient collection with as little noise and disturbance as possible. All equipment will be operated and maintained, especially exhaust mufflers and brakes, to minimize noise. Equipment shall not be permitted to remain parked on City streets when not in use.
5. **INSURANCE.** The Contractor shall procure insurance against claims for injuries to persons or damages to property which may arise from the performance of the work by the Contractor, his/her agents, representatives, employees or subcontractors and maintain it for the duration of the contract. The cost of such insurance shall be considered included in the price of the contracting of the work involved and no additional compensation will be allowed therefore.
 - A. **Minimum Limits of Insurance.** The Contractor agrees to maintain through the life of the contract insurance in the following amount:
 1. An overall umbrella policy of a minimum of Five Million Dollars (\$5,000,000.)

2. Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injuries, including accidental death, to any one person and not less than One Million Dollars (\$1,000,000) for each accident.
3. The Contract also shall provide property damage insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident.
4. Automobile liability of One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage;
5. Worker compensation limits as required by the State of Montana;
6. Employer's liability limits of One Million Dollars (\$1,000,000) per accident;

B. Evidence of Insurance. Before commencement of the term of this contract, the Contractor shall provide the City with evidence of insurance consistent with the requirements specified above. The City of Whitefish shall be listed as a co-insured party. All insurance policies carried by the Contractor, required by conditions of the bid specifications, shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation of such policies for any reason whatsoever, the City shall be notified in writing by the carrier and Contractor by mail at least thirty (30) days prior to any such cancellation.

6. **INDEMNITY.** The Contractor shall indemnify and hold the City, its appointed, hired and/or elected officers, agents, employees and designees, free and harmless from any and all costs, damages, claims, losses or expenses which may be incurred on account of damages, deaths, or injuries arising out of or related to the work being performed by the Contractor under the terms of any contract entered into with the City or an account of enforcing the provisions of this Contract against the Contractor or its agents or employees, including, but not limited by enumeration, reasonable attorney fees and court costs incurred by the City in defending against any claim or in enforcing this contract.

7. **COLLECTIONS.**

A. Frequency and Schedule. The Contractor shall collect single stream recyclables once every other week. Collection shall be done in accordance with a specific collection schedule, established and maintained by the Contractor and approved by the City. The schedule shall designate collection area, day and approximate time of collection. Unless the Contractor gives the City or affected residents at least thirty (30) days advance notice, all regular collections, for any designated area, shall occur on the same day each week. The Contractor shall collect recyclables in each designated collection area on the same day garbage is collected in that area. The Contractor shall lay out collection routes and provide

adequate equipment and labor so as to complete scheduled collections on the designated collection day. When a designated collection is scheduled for pick-up on a holiday (New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas), collection for that area shall be made on the business day following the regular day.

B. Hours and Location. Recyclables shall be collected between the hours of 7:00 A.M. and 8:00 P.M. There shall be no collection between 8:01 P.M. and 6:59 A.M. The Contractor shall not be required to collect recyclable materials, which are not placed at curb locations or other areas adjacent to the street, alley or roadway by 7:00 A.M. on the scheduled collection day.

C. City-Owned Containers. Contractor shall not charge the City for any services connected with collection and hauling of recyclables from City owned facilities and downtown containers as shown on Exhibit "B" and any future facilities the City may own.

D. Recyclables Collection. The Contractor shall collect and haul recyclable materials including, but not limited to newspaper, magazines, aluminum/tin/steel cans, #1 and #2 plastics, flattened cardboard, and flattened paperboard. City residents shall place recycling materials into contractor-provided recycling containers and all cardboard must be adequately flattened. If State Statutes or Administrative Code requires additional recyclable materials, the Contractor shall pick up those items at no additional charge.

E. Additions and Deletions. The City, upon thirty (30) days notice, may designate materials to be added to or deleted from the list of recyclables to be collected by the Contractor upon the mutual agreement with the Contractor.

F. Pickup Refusal. The Contractor shall keep records of the addresses where collection is refused and notify the City of Whitefish of those addresses on a daily basis. The winning bidder shall be required to provide a tagging system for material that does not get collected. On the tag must be, at a minimum, Address, Date, Time, Explanation why the material was not picked up. Bidders shall submit with the proposal an example of the tagging system to be used.

G. Cleanup. The Contractor shall insure that no recyclables are spilled during the collection process and that no recycling containers are left on the drives, boulevards, streets, alleys or roadways obstructing traffic.

H. Information/Complaints. The Contractor shall staff, during normal business hours, a local telephone to provide information on the collections days and times. The Contractor shall receive directly, via that telephone, complaints on missed pickups, container damage, spillage, etc. The City will publish the local number in its applicable publications. The Contractor may refer general questions on the program

to the City. The Contractor must submit proposed ads, leaflets, and/or other informational material that the Contractor may distribute or publish to the Director of Public Works for prior approval.

8. **RECYCLABLES HAULING/DISPOSAL.** The Contractor shall cause the delivery of all recyclable materials to an appropriate materials recovery facility (MRF).

9. **REPORTING.** Reports shall be provided to the City.

A. Monthly Report.

The Contractor shall furnish the City, on a monthly basis, reports with a calculated recycling collection tonnage in total and separately for plastic, tin, aluminum, cardboard and paper collected each month within the City under this Contract. The contractor shall specify how the tonnages were calculated and provide documentation. Examples of documentation would include weigh scale tickets for full loads and estimated slips if partial loads are in the report.

B. Tipping Fees. All tipping fees shall be the responsibility of the Contractor.

10. **RATE OF COMPENSATION.** The Contractor will be compensated based on the number of house hold units from which recyclable wastes are picked up as agreed upon by the city for each year of the contract.

A. Base. The Contractor shall contact the City to amend the total number of household units that are to be collected.

B. Proceeds. The proceeds from the sale of all recyclables collected within the City under the terms of the agreement between the City and Contractor shall be the Contractor's.

C. Adjustments. In the event that any statute, ordinance or administrative rule is enacted which requires collection or disposal of recyclables in a manner different from that required or described by the agreement between the City and the Contractor, the parties may agree to adjust compensation, except that such adjustments shall be limited to those additional expenses related to compliance with new laws.

11. **MONTHLY BILLING STATEMENT.** The Contractor shall bill the City on a monthly basis for pickup of recyclables based on the agreed number of household units. The invoice shall note the actual number of household unit stops made each month. An example of the proposed billing statement shall be included with the proposal.

12. **PAYMENT TO THE CONTRACTOR.** The City shall compensate the Contractor within 60 days of the receipt of the Contractor's monthly billing statements for service rendered in accordance with the agreement.

(1) **TERM.** The term of this the agreement between the City and Contractor shall be three (3) years, beginning on October 1, 2017 and ending on September 30, 2020.

13. EARLY TERMINATION FOR UNSATISFACTORY SERVICE. The agreement between the City and the Contractor may be terminated by City for unsatisfactory service after giving sixty (60) days prior written notice of the intended date of termination.

A. Unsatisfactory service may include, but not be limited to, consistent or recurring failure to provide timely collection, omission of collections, failure to leave the collection sites in good order, failure to deliver recyclables to appropriate facilities and failure to provide a regular and accurate accounting for the disposal of recyclables or similar deviations from the requirements.

B. Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days of the mailing the written notice of default.

14. COMPLIANCE WITH LAWFUL AUTHORITY. The Contractor shall comply with all applicable federal, state and local statutes, ordinances and administrative rules. Vehicles operated by the Contractor shall be driven in a safe and lawful manner.

15. BID BOND: Bids must be accompanied by bid bond in the amount of 5% of the total bid amount for highest years' service. Bid and bid bond may not be withdrawn for a period of 60 days after the Bid Deadline. Bid bond will be retained if the Bidder is awarded the Work and fails to execute the Agreement.

16. PERFORMANCE BOND:

A performance bond in the amount of 100% of the highest years' service cost will be required from the successful bidder.

Submittal Checklist

Bidder Qualification Statement (5 days prior to bid opening)

Example of Proposed Tagging System

Example of Proposed Invoice

Bidder Information Sheet

Bid Form

Bid Bond

Performance Bond