##### CITY OF BRIDGEWATER, SOUTH DAKOTA

**BID FOR GARBAGE COLLECTION IN THE CITY OF BRIDGEWATER**

 **BID DEADLINE: May 8, 2023 – NOON at Finance Office**

 **BID OPENING: May 8, 2023 – 7:20 P.M. at City Council Meeting**

#### Public Notice

NOTICE TO BIDDERS

 The Bridgewater City Council of Bridgewater, South Dakota, requests bids for weekly garbage pickup in the City of Bridgewater for the period of June 1, 2023 to December 31, 2028.

Sealed bids will be received by the Finance Office, PO Box 37, Bridgewater, SD 57319 until Noon, May 8, 2023. The sealed bids shall be publicly opened and read at 7:20 pm., May 8, 2023 at City Council Chambers, 232 N Main Ave., Bridgewater SD.

Specifications and bid forms that must be used are available from the Finance Officer at the above address or online at bridgewatersd.com

Bids are to be in a sealed envelope clearly marked “Bridgewater Garbage Hauling Bid” with the date and time of letting and filed with the Bridgewater Finance Officer on or before the specified time.

Bidders must be able to provide a copy of insurance.

Bridgewater City Council reserves the right to reject this bid and any or all bids, and to waive any irregularities in this bid or any bid.

JOAN M JULSON

BRIDGEWATER CITY FINANCE OFFICER

## **PROPOSAL**

**PROJECT:** City of Bridgewater – Weekly Residential Garbage Pickup in the City of Bridgewater for period from June 1, 2023 through December 31, 2028

**OWNER:** City of Bridgewater, Bridgewater, South Dakota

**DATE:** May 8, 2023

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BRIDGEWATER, SOUTH DAKOTA:

1. The undersigned bidder hereby makes this proposal to the City of Bridgewater, South Dakota for garbage collection, hauling and disposal within and for the City of Bridgewater, South Dakota, according to the terms and intent of the Specifications of the City thereof.
2. Bidder states that he/she has read the notice to bidders and advertisement for bids, this Bid Proposal-Contract and the Specifications attached hererto, and knows the contents thereof.
3. Bidder states that he/she is thoroughly familiar with the intent of this Bid Proposal-Contract and the Specifications attached.
4. Should this Bid Proposal-Contract be accepted, the bidder understands and agrees that acceptance and execution by the City shall constitute a valid and legal contract between the bidder and the City according to the terms herein and on the attached Specifications.
5. Bidder understands that bids are due at the Municipal Finance Office, 232 N. Main St., PO Box 37, Bridgewater, South Dakota 57319, by Noon, May 8, 2023. At 7:20 P.M. May 8, 2023 bids will be opened and reviewed, and a possible contract will be awarded at the council meeting on Monday, May 8, 2023.
6. Bidder understands that the City of Bridgewater reserves the right to reject this bid and any or all bids, and to waive any irregularities in this bid or any bid.
7. Bidder understands that the Term of Agreement shall be for a period of four (4) years & seven (7) months commencing on June 1, 2023 and terminating at midnight on December 31, 2028.
8. Based upon this Bid Proposal-Contract and the attached Specifications, bidder hereby bids and proposes to provide the garbage collection, hauling and disposal in and for the City of Bridgewater, South Dakota, for the June 1, 2023 through December 31, 2028 contract as follows:

A Per Month, Per Household Cost of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Excess Items $\_\_\_\_\_\_\_\_\_\_\_\_

A Per Month Cost of various dumpsters with sizes for Bridgewater City owned buildings $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. The relationship between the City and the Contractor shall be that of independent contractor and not employer/employee. The Contractor shall be responsible for the payment of all wages earned by workers hired by the Contractor and the Contractor shall provide worker’s compensation coverage for all employees and shall provide the City with proof of said coverage throughout the term of this contract.
2. The Contractor shall provide and maintain in full force and effect during the entire term of this agreement, public liability insurance with the City of Bridgewater named as an additional insured. Such insurance shall provide a limit of not less than $500,000 per occurrence and the annual aggregate limit of not less than $1,000,000. The Contractor shall also provide and maintain regular contractor’s property damage liability insurance providing for a limit of not less than $100,000 per occurrence and an annual aggregate limit of not less than $200,000. The contractor shall file a copy of the insurance policy with the City of Bridgewater upon execution of this contract.
3. The Contractor shall guarantee, hold harmless and indemnify the City of and from any and all losses, damages, claims, suits, judgments and recoveries which may be asserted or made or which may arise, be had or be brought against the City by reason of any of the foregoing claims, except which are caused by the existence of disposal sites at the locations specified or contemplated in the contract. Contractor shall immediately appear and defend City, at the Contractor’s own costs and expenses, against any said claim.
4. The City shall bill and collect from all residential curbside garbage user/consumer charges. The Contractor shall not be entitled to additional compensation from any residential customers in the City of Bridgewater for the collection of regular solid waste as defined in the specifications. The Bidder shall handle the collection, hauling and disposal of material above and beyond regular and routine garbage collection, such as white goods, appliance, building materials, etc., the bidder may charge a reasonable fee to be paid directly by the individual citizens utilizing the service.

1. Bidder acknowledges that regular and dependable garbage collection is an essential element of these specifications and of the service to be provided by the Bidder to whom this contract is awarded. Service interruptions greatly inconvenience the City of Bridgewater and its residents. In the event that circumstances beyond the reasonable control of the Bidder (such as weather conditions) prevent Bidder from performing or completing any garbage collection interval, Bidder shall immediately notify the City of Bridgewater that service is interrupted or prevented and state the reasons therefore. Bidder shall also during such notification advise the City of Bridgewater of the proposed date and time when a substituted collection interval will be performed.
2. Bidder hereby states that the proposed pickup day shall be on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of each week, between the hours of 7:00 AM and 5:00 PM. It is emphasized that Solid waste collection may not begin before 7:00 AM unless specifically stated in the supplemental information and comments section of this contract.

 Supplemental information and comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executed at Bridgewater, South Dakota, on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2023.

 Respectfully Submitted:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Company)

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OFFICIAL ADDRESS: Federal Tax I.D. NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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ACCEPTANCE

 The within and foregoing Bid Proposal-Contract is hereby accepted on this the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2023, thereby constituting a valid and legal contract between the above named bidder and the City of Bridgewater, South Dakota, witness the signatures of the Mayor and Finance Officer on the said date:

 CITY OF BRIDGEWATER, SD

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST: Council President

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Joan M Julson

 Municipal Finance Officer

 SEAL

**SPECIFICATIONS**

**GARBAGE COLLECTION, HAULING AND DISPOSAL**

**CITY OF BRIDGEWATER, SOUTH DAKOTA**

**MINIMUM SPECIFICATIONS:**

1. That the Contractor will furnish, during the period of this agreement, a sufficient number of trucks, in no event less than one, with a driver for each, to collect and dispose of all garbage in the City of Bridgewater, South Dakota. All the trucks furnished will be of a type suitable for the collection of garbage, modern, sanitary, and of leak proof construction and shall at all times comply with Bridgewater City Ordinance – Title 3 – Chapter 3.02 Collection of Garbage.
2. This garbage collection shall involve, on average, 190 curbside pickup points for residential.
3. Contractor shall provide:
* 65 gallon solid waste totes/carts for each residence and make 95 gallon solid waste totes available upon request of the resident at no additional cost.
* 95 gallon solid waste recycling carts for each residence.
* The contractor may offer various sizes of carts to accommodate the needs of the residents.
1. Residential garbage collection shall be accomplished once each week at regular intervals. Recyclable materials are to be picked up at least twice a month including corrugated cardboard, and all recycling will be in accordance with the directives of the Sioux Falls Landfill and the Sioux Falls Public Works Department. The bidder may charge a reasonable fee for electronic recycling, fees shall be paid directly by the individual citizen utilizing.
2. The number of garbage collection pickups, etc. referred to in item 2 above may vary from time to time with the seasons. Bidder shall handle all such pickups, collection and hauling, as the City shall direct, regardless of number, at no reduced or extra compensation.
3. City of Bridgewater homeowners will handle all yard waste and similar compost material at the cities own tree dumpsite.
4. The Bidder shall handle the collection and hauling of the dumpsters and recycling containers for the Municipal Bar, the Firehall/Community Room, Maintenance/Shop, Legion Hall, and ball park.
5. The Bidder shall handle the collection, hauling and disposal of material above and beyond regular and routine garbage collection, such as white goods, furniture, appliances, building materials, etc. The Bidder may charge a reasonable fee to be paid directly by the individual citizens utilizing the service.
6. All collection, hauling and disposal shall be done at the Bidder’s own expense, and by the Bidder providing all of his own equipment, instrumentality’s, supplies, personnel, etc.
7. Bidder must pickup occasional excessive garbage. Drivers should make note of addresses that have consistent excessive garbage and notify the Finance Officer. Consistent excessive garbage will require those residential customers to purchase a sticker(s) provided by the contractor at a cost set by the contractor; which can be made available for purchase at City Hall.
8. Bidder shall abide by all laws and regulations, including the rules and regulations of the Sioux Falls Health Department and the Sioux Falls Public Works Department for the dumping and disposal of garbage in the Sioux Falls designated regional area landfill. The bidder must meet the minimum recycling standards set by the Sioux Falls Landfill outlined in the City of Sioux Falls Ordinances.

Any questions that Bidder may have concerning these specifications, the bid proposal-contract or the City’s plan or intent to handle its garbage collection shall be addressed to the City’s Finance Office. Bidder shall be presumed to know the full extent of the details and intent of the City’s garbage collection plan.