

SOLICITATION OF BIDS FOR ORGANIC WASTE PICKUP SERVICES AT THE STURTEVANT YARDWASTE/RECYCLING CENTER DROP OFF

INSTRUCTIONS TO BIDDERS

SCOPE

A. The Village of Sturtevant (herein referred to as STURTEVANT) is seeking a three year contract for Organic Waste Pick Up Services at the Yardwaste/Recycling Center Drop-Off Site located at the north end of 87 Street in Sturtevant, Wisconsin. This proposal consists of two (2) exhibits. Potentials Bidders should carefully read through all exhibits prior to submitting a bid.

- Exhibit A – Description of Services and Scope of Work
- Exhibit B – Bid Form

A detailed description of work to be done is found in Exhibit B. The contractual agreement shall be from January 1st, 2011 for a three (3) year term ending December 31st, 2013.

B. All questions concerning the bid are to be directed to Charles R. Stachowski at (262) 886-2862.

RECEIPT OF BIDS

Only sealed bids will be accepted no later than Monday, October 11th at 2 PM in the Village Clerk's Office at 2801 – 89th Street, Sturtevant, WI 53177. Bid Opening will occur at 2:05 PM on Monday, October 11th.

BIDDER'S KNOWLEDGE

A. Bidder must be familiar with the specifications and conditions of work under the proposal.

B. Bidder should make personal examination of site location.

1. All firms and/or persons submitting a proposal wishing to visit the site shall contact Charles R. Stachowski at (262) 886-2862 betw the hours of 7:30 AM and 3:00 PM to schedule a site visit.
2. At the time of the bid opening, each bidder should have inspected the site and have read and be thoroughly familiar with the contract documents including any addendum. The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

BIDDER'S QUALIFICATION

A. Bidder must be able to furnish information to satisfy Owner as to integrity, equipment, personnel and financial ability to perform work, upon request.

B. Bidder must have a minimum of five (5) years experience in providing Organic Waste Pick Up and related work to commercial clients or institutions.

C. Bidder must provide a minimum of three (3) references to include contact name, address and telephone number to be contacted by STURTEVANT, upon request.

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CHARACTER OF PROPOSAL

Each bidder's proposal shall cover Organic Waste Pick Up services as described in exhibits, including costs incidental thereto, unless specially indicated otherwise.

SUBMISSION OF BIDS

A. Submit two (2) copies of Bid Proposal Form(s) included herewith. Bidders may submit on firm's letterhead only, additional data and information deemed advantageous to STURTEVANT. Consideration of such data and information is to be held optional by STURTEVANT.

B. Bid opening will occur on October 11th at 2:05 PM at the Village Hall, 2801 - 89th Street, Sturtevant, WI 53177.

C. Sealed envelope shall be marked with bidder's return address, and shall be addressed as follows:

TO: Organic Waste Pick Up BID
Village of Sturtevant
2801 - 89th Street
Sturtevant, WI 53177

D. A Legally authorized representative of company shall sign proposal document. Bid form and worksheets must be typewritten or printed in ink. Bids written in pencil or in a format other than the attached Bid Sheet will be rejected. Failure to meet any requirements listed in this bid document may be cause for disqualification of the bid.

ADDENDA

A. Owner reserves the right to revise or amend the proposal document prior to the date set for receipt of proposal. Such revisions and amendments, if any, will be announced by addendum or addenda to the specifications.

B. Copies of such addenda as may be issued will be furnished to all holders of specifications.

C. Bidders are required to acknowledge receipt of all addenda by submitting such addenda as part of the Bid Proposal.

WITHDRAWAL OF BIDS

A. Bids may be withdrawn by written request received from bidder prior to time fixed for closing. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened. Withdrawn bids will be returned unopened.

B. All bids shall be effective and open for acceptance for period of sixty (60) calendar days after date and time set for receipt of bids.

CONDITIONS OF AWARD

A. STURTEVANT, through its duly authorized agents, reserves the right to reject any or all bids, to waive all technicalities, and to accept the bid deemed most advantageous to STURTEVANT. All bidders, by submission of their respective bids, agree to abide by the rules, regulation, procedure, and decisions of STURTEVANT.

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EXHIBIT A

DESCRIPTION OF SERVICES AND SCOPE OF WORK

DEFINITIONS

For the purposes of this contract, the following definitions shall apply:

- “Acceptable Organic Solid Waste” means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative materials but not in excess of four (4) feet in length or four (4) inches in diameter. This term does not include stumps, roots, or shrubs with intact root bulbs.
- “Force Majeure” shall mean, without limitation, the following: acts of God, acts of public enemies, orders or decrees of any kind of the government of the United States or of the State of Wisconsin, or any of their departments, agencies (including Wisconsin Department of Natural Resources (WDNR) or U.S. Environmental Protection Agency (EPA)) or officials (unless such orders or decrees pertain to acts or omissions within the reasonable control of the CONTRACTOR), or any civil or military authorities; insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, wash-outs, droughts, arrests, restraint of government and people, civil disturbances, industrial disturbances, explosions, breakage or accidents to machinery, transmission pipes or canals, partial or entire failure to any utility or any other cause or event not reasonably within the control of either party.
- “Hazardous Waste” shall include all materials designated as hazardous waste by the United States EPA and/or the WDNR pursuant to Section 144.62, Wis. Stats. And which are prohibited from deposit in a non-hazardous solid waste facility in Wisconsin.
- “Recyclable Materials” (unless such material is subject to a WDNR variances or exception) shall include lead acid batteries, major appliances, waste oil, yard waste, aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, rigid plastic containers, including those made of PETE (#1), HDPE (#2), PVC (#3), LDPE (#4), PP (#5), PS (#6), and other resins or multiple resins (#7), steel containers, waste tires, and bi-metal containers, and empty aerosol containers.

SCOPE OF WORK

The contractual agreement shall be to provide organic waste pickup service for the recycling site at the north end of 87th Street within STURTEVANT, for three years starting January 1, 2011 until December 31, 2013. All waste pickup work shall consist of but is not limited to the leaves, grass clippings, and garden debris and brush, including clean woody vegetative material but not in excess of four (4) feet in length or four (4) inches in diameter.

- CONTRACTOR shall provide three (3) open top 30 cubic yard roll off dumpsters. When the dumpster is full, in the opinion of the Village Public Works Department, a call will be placed to contractor to pick up (dumpster pull) the full dumpster and replace it with a similar empty dumpster.
- STURTEVANT will direct location of where dumpsters are staged at the site.
- CONTRACTOR shall respond and pick up the full dumpster within 48 hours of receiving a phone call from Sturtevant Department of Public Works. The CONTRACTOR will provide all equipment and materials to perform this work.

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- All pick ups shall be made between the hours of 7:30 AM and 3:00 PM Monday through Friday. The CONTRACTOR is to perform all services in a clean and sanitary manner.
- The site averages 40 – 45 dumpster pulls per year.
- CONTRACTOR is to maintain equipment in proper working order for the duration of the contract.
- CONTRACTOR will have no responsibility with respect to the collection and loading of organic materials into the dumpsters.

COMPLETION OF WORK

The CONTRACTOR should be advised that time and quality is of the essence with respect to the work identified by the contract documents. STURTEVANT reserves the right to (1) pursue any actual damages that may be incurred if there is a breach of contract, and (2) may cancel the contract upon written notice to CONTRACTOR if work performed is not acceptable to STURTEVANT.

SUB-CONTRACTING

There shall be **NO SUB-CONTRACTING** of the work under the Contract, without the expressed written permission of STURTEVANT.

HOLD HARMLESS

CONTRACTOR agrees to hold STURTEVANT harmless, to defend and protect STURTEVANT to the fullest extent permitted by law for any claim, damages, and lawsuits, causes of action arising out of the actions or omissions of the CONTRACTOR or its agents or employees.

MUTUAL RESPONSIBILITY

CONTRACTOR shall assume full responsibility for any and all damage done by CONTRACTOR/ CONTRACTOR's employees to STURTEVANT Buildings, Equipment, and Property. CONTRACTOR shall have a fully staffed office and shall respond expeditiously to any complaints by the Village. Failure to do so will be considered breach of contract. CONTRACTOR shall assign a supervisor to the project and not make a substitution without mutual consent. CONTRACTOR is to supply all equipment, supplies, and materials needed to perform the service.

INCURRING COST

STURTEVANT is not liable for any costs incurred in replying to this RFP.

INSURANCE

A. The CONTRACTOR shall for the duration of project operations carry insurance, with carriers that is acceptable to STURTEVANT, as follows:

1. Worker's Compensation, Employer's Liability and Occupational Diseases Insurance covering all applicable laws and statutes.

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2. Comprehensive General Bodily Injury Liability and Property Damage Liability Insurance including complete Operator's Coverage for all of the CONTRACTOR's activities in connection with this project. This insurance shall afford limits of not less than \$250,000 for each person and \$500,000 each occurrence for bodily injury liability, and limits of not less than \$125,000 for each occurrence and \$250,000 aggregates for property damage.
 3. Comprehensive Automobile Bodily Injury Liability and Property Damage Liability Insurance covering the CONTRACTOR's legal liability for the ownership, operation, maintenance, or use of any automobile in connection with this project. This insurance shall afford limits of \$100,000 for injury or death to any one person and up to \$300,000 per aggregate.
- B. A Certificate of Insurance for each coverage required under this Contract showing the name of the CONTRACTOR, the name of the Insurance Company, the type of insurance, the policy number, the effective date, the expiration date, the limits of liability and a description of the operation to which the coverage applied shall be furnished to STURTEVANT before the work is started. This Certificate of Insurance shall contain a provision requiring a minimum of ten (10) days notice of cancellation or material change. If any change or cancellation is made, STURTEVANT shall be notified in writing.

COMMENCEMENT OF WORK

The CONTRACTOR shall not commence work until they have obtained the above listed insurance and have filed certificates thereof with STURTEVANT. Such insurance shall be maintained in force during the life of the contract and shall name STURTEVANT as an additional named insured. Failure to maintain such insurance may result in immediate cancellation of the contract.

WASTE DISPOSAL

The CONTRACTOR is to provide, at its own expense, a suitable landfill, recycling or disposal site, for all organic waste, complying with all applicable ordinances, laws and regulations of the municipality, state, or federal government or agency with jurisdiction in respect thereto.

PAYMENT

The cost is based on per dumpster pull and the scope of work as prescribed in Annex B of this specification. The CONTRACTOR shall invoice/bill STURTEVANT at time a dumpster pull was performed. In 2009, STURTEVANT had 41 dumpster pulls performed. So far in 2010, STURTEVANT had 35 dumpster pulls performed. CONTRACTOR shall base their proposal price on an average of 40-45 pulls per year.

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EXHIBIT B

BASE BID – ORGANIC OR YARDWASTE PICKUP SERVICE COST

A. Indicate Pickup Service Cost per dumpster pull of organic materials.

NOTE: The CONTRACTOR will invoice STURTEVANT after completion of dumpster pull for the duration of this contract.

First Year 2011 – 2012 \$ _____ per dumpster pulled.

Second Year 2012 – 2013 \$ _____ per dumpster pulled.

Third Year 2013 – 2014 \$ _____ per dumpster pulled.

B. CONTRACTOR's Project Supervisor: _____