

# **REQUEST FOR BIDS**

## **Recycling Service**

### **Pine County, Minnesota**

Pine County, Minnesota is accepting bids for recycling service.

**SEALED BIDS MUST BE DELIVERED TO THE COUNTY ADMINISTRATOR'S OFFICE NO LATER THAN 4:00 p.m., October 13, 2020.**

Bids must be sealed and marked:

Recycling Service  
County Administrator's Office  
635 Northridge Dr. NW, Suite 200  
Pine City, MN 55063

Bid envelope must be labeled the company's name.

### **GENERAL BID REQUIREMENTS**

1. Bids must be received by the date and time specified. Bids received after the specified date and time **will not be accepted.**
2. Only **SEALED** bids will be accepted. Faxed or emailed bids will not be accepted.
3. All submittals in response to this request become public record and subject to public inspection.
4. All materials submitted in response to this request become the property of the County.
5. Expenses incurred in preparation, pre-bid visits/meetings, submission, and any other work done in response to this RFB is the responsibility of the bidder and will not be reimbursed by the County.
6. Submitted bids shall be valid for a period of at least sixty (60) days from due date.
7. A completed bid must include Attachment B.
8. Pine County reserves the right to reject any and all bids or to waive irregularities and informalities, and further reserves the right to award the contract to the responsible contractor submitting the lowest responsible bid.

### **BRIEF PROJECT DESCRIPTION**

For several years Pine County has offered a residential recycling program consisting of multiple drop-off sites throughout the County, mostly collected in recycling sheds. PHASE Recycling has serviced the program for the last twelve years. The County is seeking a new contractor to service this program. In recent years, with declining market prices, the County has strategically trimmed the program from 12 dropoff sites to 6 sites. This has transitioned to more staffed dropoff sites, in order to ensure proper recycling and minimize the rate of contamination.

The County provides dumpsters at all recycling dropoff sites so that the recycling contractor does not need to haul garbage on the route.

### **BID FORMAT**

Bids shall be submitted on Attachment B.

### **EVALUATION CRITERIA**

The award will be provided to lowest priced, qualified and responsible bidder.

## **GENERAL SPECIFICATIONS**

### **General Specifications**

The successful contractor shall furnish all labor, equipment, and containers to collect recycling.

The program currently collects the following separated recycling products

- Cardboard
- Office Paper and Newspaper
- Mixed Plastics
- Tin
- Aluminum
- Glass (mixed colors)

The program currently collects recyclables at the six sites described in Attachment B.

### **Waiver of Claims and Rights of Liens**

Work shall be carried on in a manner that will not result in damage to any property  
The contractor also agrees to waive all claims and rights of lien against Pine County and the premises on which the structure or buildings now stand for all labor, skill, machinery and materials used and furnished by the successful bidder, his agent, employees or subcontractors.

### **Completion Date**

The initial bid and contract is for a time period of January 1, 2021 through December 31, 2021. At the discretion of the contractor and Pine County, the contact may be extended to December 31, 2022 before the weekly servicing is rebid.

### **Hours of Operation**

Work shall be performed only during hours permitted by local ordinances. If no local ordinance is in effect, no operation between the hours of 10:00 P.M. and 7:00 A.M. unless specifically authorized by the Project Manager.

### **Payment**

Payment shall be made to the contractor based upon actual work completed on a monthly basis.

## **GENERAL CONDITIONS**

These general conditions shall be incorporated into the contract with the successful bidder. By submitting a bid, the bidder agrees to the general conditions.

1. DEFINITIONS: For the purposes of this contract and specifications, the following words are used in accordance with these definitions. If pronouns are used in place of them, the same interpretation shall apply.

OWNER is Pine County, acting on behalf of the local jurisdictions in which these properties are located and acting personally or through its duly authorized representative.

PROJECT MANAGER is the Project Manager as appointed by the County Administrator for the project.

CONTRACTOR is the individual, firm, or corporation with whom the owner contracts and awards the work.

SUBCONTRACTOR is the individual, firm, or corporation having a direct contract with the contractor and includes one who furnishes work and/or material to be incorporated in the work according to the specifications.

CONTRACT DOCUMENTS consist of the agreement, the general conditions of the contract, and the drawings and specifications, including all modifications thereto incorporated in the documents.

WORK includes labor and/or materials, equipment, transportation, or other facilities necessary to complete the contract.

SPECIFICATIONS refer to the directions, provisions, and requirements contained herein pertaining to the method and manner of performance of the work and the qualities and quantities of material to be furnished under the contract.

BIDDER is any individual, firm, or corporation offering, on a forms furnished by the owner, to perform the contemplated work.

BID is the written offer of the bidder on a form or forms furnished by the owner.

BID GUARANTY is the security designated in the proposal and furnished by the bidder as a guaranty of good faith to enter into a contract with the owner for performing the work should it be awarded to him/her.

PERFORMANCE BOND is the approved form of security furnished by the contractor and his/her surety or sureties guaranteeing the faithful performance of the contract and the payment of all obligations arising hereunder. **The Successful Bidder will be required to provide a Performance Bond of \$10,000.**

2. CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the contractor has become completely familiar with the type, nature and location of the work site, materials required both as to quality and quantity, equipment and facilities needed during the execution of the work, all local and general conditions affecting the work, and all other matters which

can in any way affect the work under this contract. No consideration will be given for failure to make sufficient examination or investigation.

3. EXPLANATION TO BIDDERS AND ADDENDA: Neither the owners or the Project Manager will give verbal answers to inquiries regarding the meanings of any project component, or verbal instructions previous to the award to the contract. Any explanation desired by bidders must be requested from Caleb Anderson, 1610 Hwy 23 N, Sandstone, MN 55072, in writing by **4:00 p.m., October 13, 2020** and if an explanation is necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each bidder who has requested a set of bid documents.

All addenda issued to bidders prior to date of receipt of bids shall become a part of the bid documents, and all bids are to include the work therein described. Each bid submitted shall list all addenda by number which have been issued prior to the time scheduled for receipt of bids.

4. BIDS: All bids shall be submitted on forms furnished by the County. All information shall be completely filled out with permanent type or ink. All corporations' bids shall bear the official seal of the corporation. Proposals may be rejected if they indicate any omissions, alteration of forms, additions unrequested, conditional bids, irregularities or prices that are obviously unbalanced. A proposal may be withdrawn without prejudice to the bidder by written request prior to the hour of letting. Such withdrawn proposals may be resubmitted at any time prior to the closing time for bids. The owner reserves the right to reject any and all proposals and to waive any informalities and irregularities in the bidding.
5. PROPOSAL GUARANTY: Each proposal shall be accompanied by a proposal guaranty in the form of a certified check, bank draft, or cash, payable to the owner in the amount of 5% of the total bid. In lieu of the certified check specified above, the bidder may submit a standard bid bond form executed by the bidder from an acceptable surety company in the same amount as specified for the certified check. The proposal guaranty of all except the three lowest bidders will be returned within three (3) days after the opening of proposals. The proposal guaranty of the three (3) lowest bidders will be returned within 48 hours after the executed contract and required bonds have been finally approved by the owner.
6. QUALIFICATION OF BIDDERS: The owner may request the bidder to submit information necessary to satisfy the owner that the bidder is adequately prepared to fulfill the contract. Such information may include past performance records, lists of available personnel, plant, equipment, financial statement, or any other pertinent information.
7. INDEMNITY: The contractor shall hold harmless and indemnify the owner, against all claims, suites, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any person or persons or property being damaged or injured by the contractor or by any of his/her subcontractors, in any capacity during the progress of the work whether by negligence or otherwise.

8. PERFORMANCE BOND: Prior to the signing of the contract, the contractor shall be required to furnish the owner with a performance bond from a surety acceptable to the owner, in the form required by law, in an amount of \$10,000.

This bond shall guarantee the proper execution and completion of the work and shall further guarantee the prompt payment of all persons or firms furnishing labor, tools, material, equipment, and supplies for the work.

This bond shall be kept effective and in full force for one (1) year after completion and acceptance of the work. The bond shall serve as a guarantee of the function and workmanship of the work. This bond shall make the contractor's sureties responsible for the satisfaction of the work against faulty workmanship or defective materials. Final acceptance of the work shall not relieve the sureties of responsibilities for the work through collusion, faulty workmanship or inferior materials for a period of one (1) year after this final acceptance. Premiums shall be paid by the contractor.

9. INSURANCE: The contractor shall obtain and maintain in full force for the duration of the contract the following insurance:

Worker's Compensation Insurance for all of its employees employed at the work site. If any employees are engaged in hazardous work not covered by Worker's Compensation Insurance, the contractor shall provide adequate protection from Employer's Liability Insurance for protection of employees not otherwise protected.

Commercial General Liability (CGL), and if necessary commercial umbrella insurance, with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, the general aggregate limit shall be not less than \$2,000,000 and the aggregate limit shall apply on a per-project basis. The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability. Pine County shall be named as an additional insured under the CGL.

Automobile liability insurance, and if necessary, umbrella liability insurance with a limit of not less than \$1,000,000 each accident. If such insurance contains a general aggregate limit, the general aggregate limit shall be not less than \$2,000,000. The insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

A certificate of insurance acceptable to Pine County shall be filed with the County prior to the commencement of the work. The certificate and the required insurance policies shall contain a provision that the coverage afforded under the contract will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

10. SUBCONTRACTORS: Prior to the performance of any work, the contractor shall furnish the Owner in writing the names of subcontractors proposed for the work. Such subcontractors shall be of proven qualifications and any subcontractor unsatisfactory to the owner shall not be employed on the work. Subcontractors shall have no contractual relations

with the owner and the contractor shall assume complete responsibility for the acts and omissions of subcontractors or any persons directly or indirectly employed by them.

11. CHANGES AND EXTRAS: The owner, without nullifying the contract, may order changes, deletions, and extra work done. If these changes or extra work are of a nature such as would affect the contract price, adjustment will be made by:
  - A. Agreement between owner and contractor of a lump sum for the work.
  - B. By cost plus a percentage.

All work changes involving adjustment of the contract price shall be in writing and be approved pursuant to County policies.

The Project Manager may give instructions for minor alterations without extra cost providing these alterations are not inconsistent with the purpose of the work.

12. PERMITS, REGULATIONS, AND LICENSES: Contractors shall obtain, at their own expense, all permits and licenses necessary for the execution of the work where such items are directly applicable to the performance of the work. The contractor shall conform to all local, state, and federal codes and regulations applicable to the work and the contractor shall hold the owner harmless for neglect or failure to conform to these requirements. If any work drawn or specified is contrary to such codes, the contractor shall so notify the Project Manager for proper revision.
13. ASSIGNMENT: Neither party to the contract shall assign the contract in whole or in part without the written consent of the other, nor shall the contractor assign any moneys due or to become due to them without the previous written consent of the Project Manager.
14. SUSPENSION AND RESUMPTION OF WORK: The Project Manager shall have the authority to suspend the contractor's operations wholly or in part for such periods of time as may be deemed necessary because of unsuitable weather or other conditions considered unfavorable for the execution of the work, or because of the non-completion of work being done under other contracts on the same construction; or for such time as may be necessary because of the failure of the contractor to comply with the provisions of the contract.

Such "Suspension of Work Order" shall be in writing and will state the reason for such suspension, the effective date, and the operations suspended. Any work done by the contractor contrary to such "suspension of Work Order" shall be considered as unauthorized work and as having been done at the expense of the contractor.

No operations which have been suspended by a "Suspension of Work Order" shall be resumed until the Project Manager has issued a "Resumption of Work Order". The order to resume operations will be issued when, in the opinion of the Project Manager, the conditions which justified the suspension no longer exist. This order shall be in writing and will state the reason for ordering such resumption, the effective date and the work to be resumed.

If it should become necessary to suspend operations for any period, the contractor shall, before leaving the project, make the site safe and protect it from damage.

15. FAIR LABOR STANDARDS ACT: The successful bidder will comply with the wage and hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
16. PROTECTION OF PROPERTY AND RESTORATION: All public and private property adjacent to the job shall be properly protected from damage by means acceptable to the Project Manager. Property shall mean buildings, structures, trees, landscaping, street surfacing, or other improvements. Any other property that must be removed or destroyed because of the nature of the work under this contract shall be restored in its original condition which would be at least equal to the conditions existing prior to the contractor's performance.
17. PAYMENTS TO CONTRACTOR: Payment for the work performed shall be made on a monthly basis.
18. CHARACTER OF WORK AND MATERIALS: All work done shall be first class only, the best possible at the present state of the arts. Botched or slovenly work will not be permitted. All workers shall be experienced and qualified to perform the work assigned. Unless otherwise specified, all material used in the work shall be new, and of the designated quality or superior.
19. SUPERVISION AND CHARACTER OF WORKERS: The contractor shall employ such careful and competent superintendents, supervisors, and workers as may be considered necessary by the Project Manager for the proper prosecution of the work. The Project Manager may demand in writing the dismissal of any employees of the contractor found to be negligent or careless in the performance of his/her duties.
20. GUARANTEE: The contractor is responsible for any and all defects that may develop in any part of the entire work furnished in this contract, and upon receipt of written notice from the Project Manager, shall immediately repair and complete, without expense to the owner, any faulty or identified damage done by reason of the same during a period of one (1) year from the date of final payment approved by County.
21. ACCEPTANCE OF THE WORK: The Project Manager will make periodic inspections of the work being performed under this contract. All insufficient work shall be addressed by the contractor in a timely manner.
22. FAILURE TO COMPLETE WORK ON TIME: Should the contractor fail to complete the work on or before the original date set forth for completion in the contract, or on or before the corrected date as granted by extensions of time for completion, the owner may permit the contractor to proceed, and in such case there shall be deducted from any moneys due or that may become due the contractor, the sum of \$300.00 per day for each and every calendar day, exclusive of Saturdays, Sundays and holidays, that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty, but as the cost of field and office work, Project Managing and inspection and liquidated damages. Permitting the contractor to

continue and finish the work or any part of it after the time fixed for its completion may have been extended shall in no way operate as a waiver on the part of the owner or any of its rights under the contract. The performance bond shall be used for satisfying any financial responsibilities resulting from this section.

Neither by the taking over of the work by the owner nor by the termination of the contract shall the owner forfeit the right to recover liquidated damages from the contractor or the Contractor's surety for failure to complete the contract.

25. RIGHT OF THE OWNER TO DO THE WORK: If the contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the owner, after three (3) days written notice to the contractor, may without prejudice to any other remedy the owner may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the contractor.
26. RIGHT OF THE OWNER TO TERMINATE CONTRACT: If the contractor should be adjudged bankrupt, or if he/she should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed on account of his/her insolvency, or if he/she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided to supply enough properly skilled workers or proper materials, or if he/she should fail to make prompt payment to subcontractors for labor or materials, the owner may terminate the contract by providing written notice to the contractor.
27. REPORTING: The contractor shall be required to report annual tonnages of all products collected through the program.

***This Project is made possible in part by a grant provided by the Minnesota Pollution Control Agency, through an appropriation by the Minnesota State Legislature.***

**ATTACHMENT A  
Bidder Certification**

Contractor \_\_\_\_\_

Address \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Contact Person (if different) \_\_\_\_\_

The undersigned is a contractor submitting a bid, has examined all sites included in the project and having studied the contract documents for the work and being familiar with all factors and conditions affecting the work and cost thereof, hereby proposes and agrees to enter into a contract with Pine County, to supply all labor, equipment, tools, materials, and skills necessary for the following work, all in accordance with the contract documents and any subsequent addenda issued thereto:

In response to the terms herein specified, the undersigned, if award is tendered, agrees to demolish the items of property on the bid form at the price quoted for the total shown. Award will be to the lowest responsible bidder based on total bid for all parcels identified in Attachment B.

The undersigned agrees as follows:

1. Within ten (10) calendar days after award of the bid, the contractor shall execute a contract for the work involved and to furnish a satisfactory performance surety.
2. The bidder has read, understands, and agrees to abide by the complete request for bids.
3. This bid has been independently arrived at without collusion with any other bidder, potential bidder, or county employee.
4. This bid has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids to any other contractor, competitor or potential competitor.
5. No attempt has been, or will be made, to induce any other person, partnership, company or corporation to submit or not to submit a bid.
6. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the contractor as well as the person signing in its behalf.
7. If awarded the project, the contractor will sign a contract with the county within 10 days of award.

By \_\_\_\_\_  
(Authorized Contractor)

\_\_\_\_\_  
Title

**ATTACHMENT B**  
**Bid Sheet**

**Current Locations**

- Site 1.) South Pine Transfer Station, 17350 Henriette Rd, Pine City  
*Consists of 6 recycling sheds and 2 cardboard dumpsters to be serviced Mon and Fri. Wednesdays as necessary.*
- Site 2.) Hinckley Transfer Station, 33198 Co Hwy 61, Hinckley  
*Consists of 3 recycling sheds and 1 cardboard dumpsters to be serviced 2-3 times per week as necessary.*
- Site 3.) North Pine Transfer Station, 85714 Co Hwy 61, Willow River  
*Consists of 3 recycling sheds and 1 cardboard dumpster to be serviced Mon and Fri. Wednesdays as necessary.*
- Site 4.) Location in Sandstone  
*The existing Sandstone location, PHASE Recycling, will be discontinued and replaced with a new site, TBD. To be serviced 2-3 times per week as necessary.*
- Site 5.) Finlayson Unstaffed Recycling Sheds, 2212 Finland Ave, Finlayson  
*Consists of 3 recycling sheds, to be serviced 1-2 times per week as necessary.*
- Site 6.) Bruno Unstaffed Recycling Sheds, 75856 Fleming Rd, Bruno  
*Consists of 3 recycling sheds and 1 cardboard dumpster to be serviced 1-2 times per week as necessary.*

**Contractors may bid on Option 1, Option 2, or both below.**

**Option 1:**

Service of Sites 1-6 with sorted recycling. **Total Bid for One Year Service: \$**\_\_\_\_\_

**Option 2:**

Service of Sites 1-6 with single-sort recycling. **Total Bid for One Year Service: \$**\_\_\_\_\_

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title