



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

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

March 14, 2018

SUBJECT: MSW HAUL

Dear XXXXXXXX:

This letter is your notification of the City of Powell's intent to request bids, for the purpose of entering into a contract, for Hauling City of Powell Municipal Solid Waste (MSW) with the City of Powell's Compaction Transfer Trailers to the Billings Regional Landfill.

Enclosed please find the following documents:

- Invitation to Bid
- Instructions to Bidders
- Material Specifications
- Bid Proposal
- Bid Sheet
- Contract
- Checklist

These forms will enable you to submit a bid for the above-mentioned bid. Should you require any additional information, please do not hesitate to contact me (307) 754-6941.

I thank you in advance for your interest in the City of Powell.

Sincerely,

Darrell Rood



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

INVITATION TO BID

Sealed bids, for the purpose of entering into a contract, for Hauling of City of Powell Municipal Solid Waste will be received by the City of Powell, 270 North Clark, Powell Wyoming, 82435 until **10:00 am, Tuesday, April 17, 2018.**

Mailed and hand delivered bids shall have the words “**MSW HAUL**” written on the outside of the envelope. The bids will be publicly opened, read and acknowledged at the above hour 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.

Copies of the details, requirements and specifications may be obtained from the City of Powell, 270 North Clark, Powell Wyoming, free of charge.

The City of Powell reserves the right to reject any or all bids and to waive informality in any bid received.

BY ORDER OF THE CITY OF POWELL

John F. Wetzel
Mayor, City of Powell

Publish:	FIRST	Tuesday	March 20, 2018
	FINAL	Tuesday	March 27, 2018

CITY OF POWELL, WYOMING

1.0 INSTRUCTIONS TO BIDDERS

1.1 Purpose

The attached Bid Specifications are submitted to solicit bids from qualified firms for the City of Powell Solid Waste Hauling Contract.

1.2 Bid Submittal

Sealed bids (using the City of Powell Bid Forms) will be accepted by the City of Powell, 270 N Clark St, Powell, Wyoming, 82435, until 10:00 AM, Tuesday, April 17, 2018. The bids will be publicly opened, read and canvassed on the above hour and date and award made as soon thereafter as practicable. It is the bidder's responsibility alone to ensure delivery of the sealed bids to the hands of the City of Powell prior to the bid opening time stipulated in the Invitation to Bid.

1.3 Preparation of Bid

All bids must be submitted on the required bid forms. All blank spaces must be filled in, in ink or typewritten and the bid must be fully completed and executed when submitted. No alterations in the bid or in the printed forms will be acceptable. Include all additional information requested.

2.0 GENERAL CONDITIONS

2.1 Bid Security

All bids must be accompanied by bid security in the form of a certified check, cashier's check or bid bond, payable without conditions to the City of Powell, in the amount of five hundred (\$500.00) dollars. The bid security will be retained by the City of Powell as liquidated damages should the successful bidder refuse or fail to enter into contract agreement within ten (10) days from the date of "Notice of Award".

2.2 Right to Reject Bids

The City of Powell reserves the right to reject any or all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City. Proposals submitted by facsimile will not be accepted.

2.3 Wyoming State Preference

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). It will be up to the successful bidder to comply with W.S. 16-6-201 through 16-6-206 Wyoming Preference Act of 1971.

2.4 Price Protection

Prices quoted in the bid shall be firm prices and not subject to increase during the term of any contractual agreement between the City and Firm.

2.0 GENERAL CONDITIONS - continued

2.5 Variations to the Bid Specifications

Any variations to the bid specifications must be submitted at the time of the bid opening in writing so stating the exceptions. This includes not meeting minimum specifications, or making substitutions deemed by the bidder as being equal or superior to specifications. Bidder will be responsible for satisfying the City regarding substitutions.

3.0 SELECTION PROCESS

3.1 Evaluation

Appropriate city staff will review and evaluate all bids.

All proposals submitted will be evaluated in accordance with the following factors:

Adherence to Bid requirements and Specifications
Cost per round trip to Billings Regional Landfill in Billings, MT

3.2 Selection

Following the evaluation process described above, the evaluation staff will present their recommendation to the City Administrator. The City will make all decisions regarding selection and awarding of contract. The decisions of the Mayor and Council will be considered final.

4.0 ADDITIONAL NOTES

Provide total price per round trip including any extra fees or charges. This should be the total price per round trip charge to each "Haul Site".

Provide a list of contact personnel with phone numbers in case of need to contact during business hours. Provide business hours.

Provide a list of contact personnel with phone numbers in case of need to contact after business hours.

Provide billing terms and details of your company – once per month, quarterly, etc.

Contract period shall be based on two year from signed contract.

After establishing a contract, The Trucking Firm and the City upon approval from each, may extend the contract under the same terms and conditions for a period of one (1) additional year. The City shall notify the Trucking Firm of its intent to exercise the aforementioned option in writing 3 months in advance of expiration of contract term.

Copies of the bid details and instructions may be obtained at City Hall, by phone at (307) 754-6903 or on the City of Powell website at: www.cityofpowell.com

MSW HAULING SERVICES BID SPECIFICATIONS

Sealed Bids for the City of Powell Solid Waste Hauling Contract, for the period of two year, will be accepted in the City of Powell Clerk's Office, Powell City Hall, 270 North Clark Street, Powell, WY 82435 until 10:00 AM on Tuesday, April 17, 2018. Bids submitted after this date and time will not be accepted. Copies of the Bid details and instructions may be obtained at City Hall, by phone at (307) 754-6903 or on the City of Powell website at: www.cityofpowell.com

Minimum Qualifications:

The Bidding firm must have a minimum of 3 Tractors which must be Tridem (Four Axle) capable of hauling City of Powell Transfer Trailers with maximum weight up to State allowed jurisdiction. (Could weigh up to 112,000 lbs.) Tractor availability for hauling requires Monday through Saturday capability. Trailer will be hooked directly to tractor.

Tractors shall have a PTO "Wet Kit" Compatible with the City of Powell Transfer Trailers and shall be equipped on all Tractors used as needed. Wet Kit shall have a minimum unit rating of approximately 118-125% of engine RPM. Electronic Overspeed Control must be supplied, set to shutoff at 1200 rpm.

Pump type shall be P50/51 type pump with dowelled housing and a 2 1/2" gear. (Recommend a 2" four bolt, suction port). PTO shall be close coupled to a quality hydraulic fluid pump, capable of delivering 30 gpm hydraulic flow at 3,000 psi on a continuous basis, at an engine speed of 1,000 rpm. Pump to be severe service design, capable of continuous operation at 2,000 psi.

Pressure Relief Valve: Relief valve shall be high quality valve, with the ability to relieve full pump flow of 30gpm at 3,000 PSI. Relief and pressure gauge shall be mounted on pump pressure line with discharge to pump suction line. Preset relief for 2,500 psi for compaction trailer operation.

All loads will need to be transported when scheduled which could be in as little as two hours from being called. Trailer MUST be moved when notified and returned empty the same day. Trailer is available for viewing at 413 N. Ingalls Street Powell, WY.

Drivers must be capable of operating push out style trailers which the City of Powell will train. Must provide proof of insurance with bid, with a minimum of \$3,000,000 liability, with City of Powell to be additionally insured while hooked to City of Powell Transfer Trailer; workers compensation; as well as proof of insurance must be submitted at time of bid.

No subcontractors will be allowed to be used. City of Powell will require back up tractors and drivers in case of major break downs, vacations, sick days, etc, as when the trailer is full it will need to be hauled, unloaded and returned.

Must provide proof Insurance to MSW Final Destination Facility as required by Facility.

All Transfer Trailers will be picked up at the City of Powell Transfer Station, emptied at the landfill and returned to the City of Powell empty.

Please Note: *It is up to each company to verify all mileages.*

CITY OF POWELL, WYOMING

BID PROPOSAL

The undersigned certifies that they have personally examined and read the requirements of the attached Invitation to Bid, Instructions to Bidders, General Conditions, Bid Specifications, the Proposed Contract and this Proposal and thoroughly understands the intent and stipulations therein and hereby proposes to haul MSW with the City of Powell Compaction Transfer Trailers, for the City of Powell, Powell, Wyoming.

Bids received after the time and date of Tuesday April 17, 2018, 10:00 AM, will be returned unopened.

Any variations to the bid specifications must be submitted at the time of the bid opening, in writing, so stating the exceptions. This includes not meeting minimum specifications, or making substitutions deemed by the vendor as being equal or superior to specifications. Vendors will be responsible for satisfying the City regarding substitution. No substitutions will be considered unless approved in writing by the City.

The undersigned supplier certifies that he/she has read the above requirements and has submitted with their bid all information that the City of Powell has required.

Supplier: _____

By: _____
Original Signature

By: _____
Printed/Typed of Signature above

Title: _____

Phone #: _____

CITY OF POWELL, WYOMING

Bid Sheet

We hereby submit the following bid to haul MSW with the City of Powell Compaction Transfer Trailers, for the City of Powell, Powell, Wyoming as follows:

Bids will be opened on Tuesday, April 17, 2018, at 10:00 AM.

Hauling of Municipal Solid Waste from the Powell Transfer Station to Billings Regional Landfill near Billings, MT. *Mileage round trip from Transfer Station to Billings Regional Landfill near Billings, MT. is approximately 208 miles.

Price per round trip: \$ _____

Should weather or other circumstances require a transfer trailer to go to Park County Landfill (Near Cody) or Big Horn County Landfill (Near Cowley) please include a price for each of those locations as well.

Price per round trip to Park County Landfill (Near Cody): \$ _____

*Mileage round trip from Transfer Station to Cody Landfill is approximately 58 miles.

Price per round trip Big Horn County Landfill (Near Cowley): \$ _____

*Mileage round trip from Transfer Station to Cowley Landfill is approximately 52 miles.

WAITING TIME: If waiting time is necessary to load and unload at destinations, time beyond one hour may be billed. Documentation from the destination (time ticket, etc.) will be required. Please state per hour charge for this.

Hourly rate: \$ _____

FUEL CHARGE: The standardized federal fuel surcharge rate will be used for increases or decreases in fuel charges.

It is up to each company to verify all mileages.

CITY OF POWELL, WYOMING

CONTRACT

THIS CONTRACT, made in triplicate the ____ day of _____, 2018, by and between the City of Powell of Powell, Wyoming, hereinafter called CITY and _____, hereinafter called SUPPLIER.

1. The SUPPLIER shall Haul City of Powell Municipal Solid Waste (MSW) using City of Powell Compaction Transfer Trailers as set forth and described in the bid specifications, and in accordance with the specifications attached hereto as Exhibit "A" and incorporated herein by this reference beginning July 1 2018 and ending June 30 2020 unless sooner terminated at the option of City. City and CONTRACTOR agree that the CITY may terminate this agreement at any time without cause upon 10 days written notice to SUPPLIER. If said Hauling of Compaction Transfer Trailers is not provided for by the time frame specified within the bid documents, the SUPPLIER shall pay to CITY, as liquidated damages, and not as a penalty the sum of \$130.00 per day for each and every day the SUPPLIER shall be in default, unless CITY grants an extension.

2. Upon acceptance of the above described Hauling of the Compaction Transfer Trailers for CITY, CITY shall pay to SUPPLIER the sum of _____xx/100 (\$XXX.XX) DOLLARS, per round trip to Billings, MT as specified by the bid documents which SUPPLIER shall receive and accept as full compensation for everything furnished under the contract.

3. The risk of loss from a casualty while hauling the City of Powell Compaction Transfer Trailers, regardless of the cause, shall be on SUPPLIER.

4. SUPPLIER warrants that all bid specifications will be adhered to.

5. This Contract shall be executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Wyoming. SUPPLIER hereby specifically agrees to submit to the jurisdiction of the Wyoming courts and submits to said courts having exclusive venue for any litigation, special proceedings or other proceeding as between the parties that may be brought, or arise out of, in connection with or by this Contract.

6. In the event either party resorts to legal action to enforce the terms and provisions of this agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney fees.

7. Waiver by either party of a breach or violation of any provision of this contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same, or other provision hereof.

8. No modification, alteration, addition or change in the terms hereof shall be binding on either party unless reduced to writing and executed by duly authorized representative of SUPPLIER and CITY.

9. The General Conditions, General Requirements, Specifications and Bid Proposal are all essential documents to this contract and are made a part hereof as if written herein.

10. 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.

11. This Contract shall cancel and superseded any and all prior agreements, understandings, arrangements, promises, representations, warranties, and/or any contract of any form or nature whatsoever, whether oral or in writing and whether express or implied, which may have been entered into prior to the execution hereof between the parties, their officers, directors, or employees, as to the subject matter hereof. Neither of the parties hereto has relied upon any oral representations given to it by any representatives of the other. This Contract represents a complete and exclusive statement of the terms of the transaction between CITY and SUPPLIER.

12. This Contract shall inure to the benefits of and be binding upon the legal representatives and successors of the CITY and the SUPPLIER respectively.

IN WITNESS WHEREOF, the said parties have caused this contract to be executed by the proper officers thereunto duly authorized on this _____ day of _____, 2018.

PURCHASER:

CITY OF POWELL

By: _____
Mayor, John F. Wetzel

ATTEST:

City Clerk, Tiffany Brando

SUPPLIER:

By: _____

STATE OF WYOMING)
) SS
COUNTY OF)

The foregoing Contract was acknowledge before me by _____
for _____, this _____ day of _____, 2018.

WITNESS by my hand and official seal.

Notary Public

(SEAL)

My Commission Expires:

CITY OF POWELL

Bid Checklist

The following items will be required for a qualified bid for the City of Powell Solid Waste Hauling Contract for the City of Powell's sanitation department. Bid opening date of April 17, 2018 at 10:00 AM, City of Powell, 270 North Clark, Powell, Wyoming.

- _____ ***Bid bond in the amount of five hundred (\$500.00) dollars.***
- _____ Properly executed ***Bid Proposal***
- _____ Properly executed ***Bid Sheet***
- _____ Concise information requested in ***Bid Documents***.
- _____ Properly executed ***Bid Checklist***.

I have submitted the above referenced forms, as required, with my bid submittal package.

By: _____
Authorized Signature

Print above signature

The City of Powell appreciates the time and effort that you have devoted.