

REQUESTS FOR PROPOSALS

Specifications for the Garbage Collection Contract with Powder House Pass Community Improvement District

The Powder House Pass Community Improvement District (“District”), wishes to contract with an individual, firm, or company for the collection and disposal of garbage, rubbish and waste within the District from domestic family units and residences (including vacation home rentals).

The District is hereby requesting proposals for an exclusive garbage collection and disposal service contract meeting the following terms and conditions:

1. This contract will be for up to three (3) years. The first period of collection is January 1, 2022 through December 31, 2022, subject to annual renewal based on the company’s satisfactory performance of the terms and conditions of the contract.
2. The contract will require garbage pick up within the District two (2) times each week, Mondays and Fridays, from all family domestic units, residences, multiple family dwelling units and vacation home rentals. No commercial services will be required by the contractor.
3. The Contractor:
 - a. Will be an independent Contractor and not an employee of the District
 - b. Will provide all labor, equipment and supplies to properly carry out the required garbage, waste and rubbish collection and disposal.
 - c. Shall be in compliance with all District, County, State, and Federal Laws, regulations, licensing and permitting requirements.
 - d. Must furnish a Performance Bond in the amount of one-hundred thousand dollars (\$100,000). The Contractor must furnish a Certificate of Insurance (naming the District as additional insured) upon signing the contract.
 - e. Must publish current route schedules on company’s website and any changes in such schedules.
 - f. May be charged a penalty for failing to comply with the established pick-up schedule, if delayed more than one day. Exceptions will be allowed due to streets being closed by heavy snowfall and construction. As roadways are cleared, collections will be made.
 - g. Shall supply a sufficient number of totes in sizes and styles sufficient to collect and hold all garbage and waste generated by residents, their renters and users.
 - h. Contractor will require all garbage to be bagged and placed within totes for proper pickup on all service days.
 - i. Garbage shall be from household garbage.
 - j. Contractor shall not be responsible for collecting yard waste, including branches, fireplace ashes, tires and other like debris, or for collecting any construction debris.
 - k. Contractor must have in place a suspension of service policy allowing for the suspension of garbage service collection if a resident is going to be

gone for more than thirty (30) days, the resident has the option of suspending their service during the period of their absence.

1. Will comply with all applicable workers' compensation requirements of the State of South Dakota.
4. The Contractor shall indemnify and hold the District harmless from any and all liability, loss, damage or exposure from accident or damage, either to itself, its representations, agents, or employees, or persons or property of others, which may occur by reason of the exercise of the rights and privileges granted, Under the Contract and shall, for the purpose of carrying on the provisions of the Contract. Prior to commencing operations of any kind, contractor shall have in full force and effect and file proof of such coverage with the District, a good and sufficient policy (or policies) for insurance covering a minimum of two million dollars (\$2,000,000) for personal injury for each person, two million dollars (\$2,000,000) for personal injury for each accident and two million dollars (\$2,000,000) for property damage, with said policy (or policies) to be executed by an insurance company (or companies) authorized and qualified to do business in the State of South Dakota, and conditioned to indemnify and hold harmless the District from and against any and all claims, actions, suits, liability, loss, cost expense or damage of any kind or description which may accrue to or be suffered by the District by anyone arising out of or in connection with the collection and disposal of wastes (garbage and rubbish) or by reason of anything that has been done or may be done in whole or in part by the contractor under the Contract which may in any way cause liability by reason thereof.
5. The District will reserve the right to offer to extend this contract in one (1) year increments, for up to three (3) years total, if the contractor approves the extension.
6. Contractor will comply with all District Ordinances.
7. The District reserves the right to reject any and all bids.
8. District will provide initial and current address listing of occupied residences upon contract commencement.
9. RFP will state the "per address" amount for any garbage collection and disposal service.

Schedule Date:

September 9, 2021
September 24, 2021

October 1, 2021
October 11, 2021

October 18, 2021
October 22, 2021

_____, 2022

Event

Specifications approved by Board of Supervisors
Specifications posted on District's website and available at Powder House Pass Club House, 12283 Powder House Trail, Lead, SD 57754
Deadline for Questions and Clarifications
RFP Proposal Submission Deadline. Proposals must be received by 2:00 PM MDT
Review Proposals and Draft Contract
Board of Supervisors Awards Contract to Selected Contractor
New Contract Begins

Deadline for Submissions:

2:00 PM Mountain Daylight Time

October 11, 2021

LATE, FAXED, E-MAILED OR UNSIGNED PROPOSALS WILL BE REJECTED

Submit Proposals To:

John Pavon, Operations Manager

Powder House Pass Community Improvement District

11283 Powder House Trail

Lead, SD 57754

Proposal Selection and Award Process:

Proposal Evaluation

A selection committee will review all proposals that pass the preliminary evaluation and select a contractor based on the proposal and bid amounts.

Right to Reject Proposals

The selection committee reserves the right to reject any or all proposals or cancel the selection process at any time. The selection committee also reserves the right to request additional information or clarification from respondents, or to allow the correction of errors or omissions.

Contract Authorization

The selection committee will make a final decision after evaluations and make a recommendation to the District Board of Supervisors.