



**Teton County Solid Waste and Recycling  
Request for Bids  
Solid Waste Hauling Services  
April 24, 2014**

**1) Purpose of Request:**

The County of Teton in the State of Idaho ("County") is soliciting responses to this request for bids (RFB) for the hauling of solid waste from the Teton County Transfer Station to the Circular Butte Landfill located in Terretton, Idaho.

**2) Time Schedule:**

The County will follow the following general timetable:

- a. Issue RFB April 24, 2014.
- b. Deadline for Submittal of Responses to RFB (opening);
  - i) The deadline for submitting the responses is May 09, 2014 at 10:00 am local time.
  - ii) The RFB submittal opening will occur at the County Engineer/Public Works Director's office on Friday, May 09, 2014 at 10:30 am local time.
- c. Contract will begin July 01, 2014.

**3) Instructions to Proposers:**

- a. All responses shall be sent to: Saul Varela / Teton County Solid Waste and Recycling Supervisor  
Teton County  
150 Courthouse Drive  
Driggs, ID 83422  
Or hand delivered to the County Clerk/Recorder office at 150 Courthouse Drive, Driggs, Idaho.
- b. Please place three copies of your bid in a sealed envelope and clearly label "Bid for "Solid Waste Hauling Services" and the name of the respondent.
- c. Bids should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Using both sides of paper sheets for submittals to the County is desirable whenever practicable.
- d. An authorized representative of the firm must complete and sign at least one page original of its bid. This can be addressed in the cover letter.
- e. Any questions concerning the RFB shall be directed to Saul Varela / Solid Waste Supervisor at (208)354-3442 or emailed to [svarela@co.teton.id.us](mailto:svarela@co.teton.id.us).



**4) Terms and Conditions:**

- a. The County reserves the right to reject any and all bids, and to waive minor irregularities in any RFB response.
- b. The County reserves the right to request clarification of the information submitted, and to request additional information from any respondent.
- c. Any RFB response may be withdrawn up until the date and time set above for opening of the RFB responses.
- d. Companies may submit written questions concerning this RFB to the Contact Person for receipt no later than 5:00 PM local time on May 2, 2014. Questions may be submitted to Saul Varela via email to [svarela@co.teton.id.us](mailto:svarela@co.teton.id.us) or by facsimile at (208)-354-3442 (call first). Questions received after the stated deadline will not be answered. No oral statement of any person shall modify or otherwise change or affect the terms or conditions stated in the RFB, and chances to the RFB, if any, shall be made in writing only and issued in the form of an Addendum to the RFB and highlighted in the RFB. All addenda will be noticed on the County website at [www.tetoncountyidaho.gov](http://www.tetoncountyidaho.gov).

**5) Purpose of RFB: Solid Waste Hauling Services:**

- a. The trucking company shall provide a semi truck and trailer on TCSW sight at all times that accommodates the transfer station loading tunnel and Circular Butte Landfill.
- b. An open top, self unloading (live floor) trailer with a minimum length of 45 feet long and approximately 102 inches wide x 13 feet in height is required. The loading tunnel at the transfer station measurements are 45 feet long by 98 inches wide by 14 feet 4 inches tall.
- c. The trucking company is responsible for covering all loads.
- e. The trucking company is responsible for the material during transport and any unforeseen and unintended clean-up.
- f. The trucking company is responsible for any tickets received while hauling material from the transfer station. This includes but is not limited to littering and overweight tickets.
- g. The trucking company is responsible for any damage their drivers cause to County equipment and County property when entering and leaving the transfer station.
- h. Teton County is liable for any damages caused to trucking equipment by County personnel. Due to past incidents and the nature of single walled aluminum trailers, Teton County will not be liable for damage to single walled aluminum trailers.
- i. The trucking company shall manage the repair process from damage caused by the County and will pass on the repair cost to the County.
- j. The trucking company must be on site and ready and able to move their equipment (trucks and trailers) within thirty minutes of a request. If the trucking company cannot move their equipment within 30 minutes of a request for it to be moved, then trucking company hereby expressly gives any Teton County employees with a commercial driver's license (CDL) permission to move the equipment, including any truck and/or trailer.



- k. Trucking company employees shall follow all Transfer Station safety rules including but not limited to the hard hat requirement in the truck tunnel.
- l. The trucking company shall operate in compliance with OSHA and DOT regulations. The trucking company shall obtain and maintain all licenses, business permits and other permits required to perform the services of this agreement.

**6) Pick Up and Drop off Locations and Distances:**

- a. Solid Waste shall be picked up from Teton County Solid Waste at 1088 Cemetery Road Driggs, Idaho 83422 and dropped off at Circular Butte Landfill at 1571 North 800 East Terreton, Idaho 83450. The distance from Teton County Solid Waste to Circular Butte Landfill is approximately 86 miles.

**7) Teton County Solid Waste (TCSW) Hours of Operation**

Summer Hours: (May to September)

Tue, Wed, Fri: 8 am to 3 pm  
 Thurs: 11 am to 6 pm  
 Sat: 8 am to 1 pm  
 Closed: Sunday & Monday

Winter Hours: (September to May)

Tuesday to Friday: 8 am to 3 pm  
 Sat: 8 am to 1 pm  
 Closed: Sunday & Monday

**8) Seasonal Variances in Loads Hauled:**

- An estimated 250 loads (5,500 tons) will be hauled to Circular Butte annually. An exact number of loads annually are not guaranteed due to variances in operation.
- During summer season (May-September) the contractor can expect to haul approximately one truck a day on our commercial days (Wednesday and Friday) and two trucks a day on our public days (Tuesday, Thursday and Saturday).
- The remainder of the year (October-April) the contractor can expect to haul approximately one truck a day to the Circular Butte Landfill. No guarantee is made as to the number trips/hauls per day or week.
- Typically six to twelve hours of notice is given for when we will need a load taken to the landfill. The contractor is expected to remove and replace the full trailer within four hours of being contacted by Transfer Station; there is no set pickup time.
- Safety is very important to the County therefore the County wants all haul trucks to be at or below the legal weight limit and will unload any truck that is overweight until it meets the weight limits.



**9) Contract:**

**a. Term of Contract:**

The contract is for three years with an option for the County to extend the contract annually for up to five years.

**b. Cancellation of Contract:**

The contract may be cancelled for cause or without cause by Teton County or the trucking company upon thirty days written notice to the other party, or may be terminated immediately, in writing, in the event of a default by the other party to any term or condition of this Agreement.

**c. Payment For trash transfer services:**

The trucking company shall be paid monthly by Teton County based on the number of loads hauled. Trucking company invoicing shall show break down on bill for date of individual loads, fuel surcharge, and proof of weekly fuel price sheet for surcharge, Teton County Transfer Station ticket numbers referencing each load and price per load indicating no restrictions, partial restrictions or full restrictions. The bid shall be expressed per load hauled. Three different scenarios shall be addressed: normal operation with no break up limits in effect, spring operation with all break up limits in effect and Spring operation with some breakup limits in effect. A fuel surcharge, if anticipated, must be specified in the response (attach surcharge schedule).



## Bidder Response Form

Bidder's Corporation/Partnership Name: \_\_\_\_\_

Bidder's Business Address: \_\_\_\_\_

Bidder's Phone Number: \_\_\_\_\_ Bidder's Fax: \_\_\_\_\_

Bidder's Email: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name (typed or printed): \_\_\_\_\_

SUBMITTED ON: \_\_\_\_\_

### Solid Waste Hauling to Circular Butte Landfill:

Item No.	Description	Maximum Legal Net Hauling Capacity Per Load (Tons)	Cost Per Load
1	No Road Restrictions (Normal Operations)		
2	Partial Road Restrictions (Some Breakup Limits)		
3	Full Road Restrictions (All Roads Breakup Limits)		

Bid prices listed shall include all applicable taxes and fees.



**INDEPENDENT CONTRACTOR'S AGREEMENT**  
**FOR SOLID WASTE HAULING SERVICES**

This Independent Contractor's Agreement (hereinafter "Agreement") is made between (Name of Contractor) Incorporated and corporation organized and existing under the laws of Idaho, with its Company office located in (City), Idaho (the "Contractor"), and Teton County, Idaho (the "County").

**1. SCOPE OF WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents.

**2. CONTRACTOR REPRESENTATIONS**

In order to induce the County to enter into this Agreement, Contractor makes the following representations:

- A. The parties agree and acknowledge that the contractor is performing its obligations under this contract as an independent contractor.
- B. The parties further agree that the Contractor or any of its employees are not employees of the County, nor an employee of any other person affiliated with or associated with.
- C. Contractor shall be treated, for all purposes, as a self-employed individual including, without limitation, federal, state, and local taxation, unemployment insurance, and worker's compensation. Contractor expressly understands, acknowledges, and agrees that they, individually, shall be responsible for the payment of all such taxes and expenses. The contractor shall be solely responsible for paying its employees. The contractor shall be solely responsible for paying all FICA and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the contractor and its employees, servants and Contractors.
- D. Contractor agrees to fully indemnify, defend, and hold harmless the County from any and all costs, expenses, losses, or liabilities which the Contractor may incur as a result of the acts or omissions of Contractor in regard to these federal, state, or local taxation, unemployment insurance, worker's compensation, self-employment taxes, social security taxes, Medicare taxes, and the like.
- E. Contractor has examined and carefully studied the Contract Documents and the other related data in the Bidding Documents.
- F. Contractor is familiar with and is satisfied as to the general, local, and other conditions that may affect cost, progress, and performance of the Work.



- G. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, the County shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- J. Contractor has all equipment and tools of the trade necessary to accomplish its obligations under this contract.
- K. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, bidding on, or in executing the Contract.

**3. CONTRACT DOCUMENTS**

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Contractor's Bid.
  - 3. Teton County's Request for Proposals – Solid Waste Hauling Services
- B. These documents and all that they contain are attached to and incorporated in this Contract.

**4. NON-AGENCY**

Independent Contractor shall have no authority, whatsoever, to enter into any agreement, contract, or undertaking on behalf of the County.

**5. TIME IS OF THE ESSENCE**

Contractor and the County recognize that time is of the essence in this Contract and that the County will suffer financial loss if the Work is not completed within the times specified in the Contract documents, plus any extensions for occurrences beyond the control of the Contractor such as "acts of god." If Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the County, Contractor shall pay the County \$1,200.00 for each day that the contractor fails to complete the Work specified in this Contract.

**6. TERM**

The contract may be cancelled for cause or without cause by Teton County or the contractor upon thirty days written notice to the other party, or may be terminated immediately, in writing, in the event of a default by the other party to any term or condition of this Agreement.



## **7. INSURANCE**

The Contractor shall furnish the County with current certificates of coverage of the contractor, and proof of payment by the contractor, for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as the County may require from time to time. The contractor shall maintain all such insurance coverage and shall furnish the County with certificates of renewal coverage and proofs of premium payments.

## **8. INDEMNIFICATION**

In the event that any act or omission by Contractor in the course of performing its obligations under this Contract give rise to or result in a claim against the County, Contractor agrees that they will fully and completely cooperate with the County and its agents, and/or insurers or attorneys, in helping to resolve such claim or, if necessary, litigate it. Contractor further agrees that it will indemnify and hold harmless the County from any and all liabilities, costs and expenses incurred in connection with or arising out of Contractor's acts or omissions in the course of performing its duties and obligations under this agreement or the failure of Contractor to observe and perform the duties and obligations pursuant to the legal and ethical standards established by any local, state or federal jurisdiction or association. This indemnity obligation is specifically intended to survive termination of the affiliation between the County and the Contractor pursuant to this Agreement or otherwise.

## **9. ASSIGNMENT**

Contractor may not delegate subcontract or assign any of the obligations and duties hereunder to any other person, firm or entity without the express written consent of the County. Contractor shall not be entitled to any payment or compensation from the County for any costs or expenses incurred in conjunction with any subcontracting, assigning or further delegatory work or assignments to anyone else.

## **10. BUSINESS OF CONTRACTOR**

The contractor is engaged in the business of doing the work specified in the attached Schedule. Copies of the following documents verifying the contractor's established business shall be provided and attached to this agreement:

- A. Current occupational licenses issued by the counties and municipalities in which the work is to be performed.
- B. Articles of incorporation, if the contractor is a corporation.
- C. Partnership or joint venture agreement, if the contractor is a partnership or joint venture.
- D. Acknowledgment of sole proprietorship, if the contractor is a sole proprietor.
- E. Federal Employer Tax Identification Number



DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CONTRACTOR:

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Signature

**Teton County, Idaho**

By: Name of Chairman \_\_\_\_\_

Its: Chairman \_\_\_\_\_

\_\_\_\_\_  
Chairman Signature