



**#2022-45
INVITATION TO BID
WASTE COLLECTION FOR VARIOUS ROCK COUNTY BUILDINGS
FOR
ROCK COUNTY FACILITIES MANAGEMENT
JANESVILLE, WISCONSIN**

Bids due in Rock County Purchasing Division by:

November 8, 2022 - 2:00 p.m. (local time)

Bids received after this date and time will be rejected.

Bids must remain in effect the life of the contract.

Address Bid to: Shilo Titus, Purchasing Manager
Rock County Courthouse
Purchasing Division
51 S. Main Street
Janesville WI. 53545

*****MARK SEALED ENVELOPE: #2022-45 WASTE MANAGEMENT *****

Rock County reserves the right to accept or reject any or all bids; to waive any technicality or error in any bid or part therein, and to accept the same or combinations, in whole or in part, whichever is deemed to be in the best interest of Rock County.

Contracts are awarded to the lowest, most qualified, responsible, and responsive bidder based on the base bid and full consideration of any or all alternatives, as may be in the best interest of Rock County. In determining the award of contract, Rock County will consider the scope of the work involved, timeliness of delivery, competency of bidder, bidder's ability to render satisfactory service, and past performance. If two or more bidders submit identical bids, Rock County will make award to bidder of its choice and such decision will be final.

INSTRUCTIONS FOR BIDS

The bidder is required submit their bid either via Demandstar or a sealed envelope marked ITB #2022-45 to Shilo Titus, Financial Services Purchasing Division, 51 South Main, Janesville, WI 53545. All bids must be received by **2:00 p.m. (local time), November 8, 2022.** Any bid submitted after this date and time will be rejected. Vendors are responsible for ensuring that the above office receives their bid before the deadline.

Bid "packets" must be clearly labeled with vendor name, return address, bid title, date and the name of the vendor's primary contact for bid questions.

Bids shall be signed with named printed below signature. Where Bidder is a Corporation, Bid must be signed with the legal name of the Corporation followed by the legal signature of an officer authorized to bind the Corporation to contract.

INQUIRIES

All questions concerning this Invitation to Bid must be submitted **in writing** to Shilo Titus. Questions must be received by **12:00 noon (local time), October 25, 2022.** Questions received after this date and time will not be answered. Questions may be e-mailed to shilo.titus@co.rock.wi.us.

No verbal explanation or instructions will be given regarding the meaning of the drawings or specifications during the bid period. Bidders shall bring inadequacies, omissions, or conflicts to Rock County's attention in writing by the question cut-off date and time. If necessary, answers to questions will be provided to all specification holders in the form of an addendum. Addendum will include a list of each question received and Rock County's response.

ADDENDA

All changes in or interpretations of the Bidding Documents prior to bid opening will be made by written addenda issued by Rock County to each recipient of the Bidding Documents on record. All addenda will be issued no later than 72 hours prior to bid opening. All addenda or notice of addenda will be posted on Demandstar and Rock County's website, www.co.rock.wi.us.

PROJECTED TIMETABLE

Issue Invitation to Bid	10/18/22
Questions Due	10/25/22 – 12:00 noon
Amendments Issued by	11/01/22 – 5:00 p.m.
Bids Due	11/08/22 – 2:00 p.m.
Evaluation of Bids	11/08/22 – 11/15/22
Governing Committee Approval	TBD
Contract Execution	01/01/23

Vendors not involved in the final selection process will be notified in writing. The above schedule is for informational purposes only and is in no way binding upon Rock County.

VENDOR SUPPLIED DOCUMENTATION AND MATERIALS

All vendor-supplied materials, including the vendor's bid, become the property of Rock County. We will work with vendors to meet their confidentiality requirements if they are within reason. All vendor confidential material must have each page clearly marked as confidential. Rock County's determination to treat matters as public or confidential under the Wisconsin Open Records Law shall be final.

BID AND PRESENTATION COSTS

Rock County will not be liable in any way for any costs incurred by the offerors in the presentation of their bid in response to this Invitation to Bid nor for the presentation of their bid and/or participation in any discussions or negotiations.

COMPLIANCE WITH INVITATION TO BID

Proposals submitted must be in strict compliance with the Invitation to Bid. Failure to comply with all provisions on the ITB may result in disqualification. Failure to visit the site or failure to examine all Contract Documents will in no way relieve the successful Bidder from necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the drawings and specifications. Neglect of the above requirements will not be accepted as reason for the delay in the work or additional compensation.

IMPLIED REQUIREMENTS

Products and services that are not specifically addressed in this Invitation to Bid, but which are necessary to provide functional capabilities proposed by the offeror, must be included in the bid.

NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01 (5)(a), sexual orientation, national origin, or military service as defined in §111.355(1), Wis. Stats. This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wisconsin Statutes S.16.765 (2)).

INDEMNIFICATION

The contractor to perform services for Rock County shall indemnify, hold harmless, and defend Rock County, its officers, agents, and employees from any and all liability including claims, demands, losses, costs, damages and expenses of any kind and description or damage to person or property arising out of or in connection with or occurring

during the course of any agreement between the contractor and Rock County where such liability is founded upon or grows out of the acts, omissions, negligence or misconduct of any agents or employees of the contractor.

INSURANCE REQUIREMENTS

The Contractor further agrees that to protect itself and County it will always during the term of this agreement keep in force and effect worker's compensation, comprehensive general, and auto liability insurance policies by a company or companies authorized to do business in Wisconsin with limits of:

Personal and bodily injury	Per person	\$1,000,000
	Per accident	\$2,000,000
Property damage:	Each Occurrence	\$500,000
	Aggregate	\$500,000

Coverage shall apply as primary with County named as an added insured. Contractor shall furnish satisfactory proof of insurance to County prior to the date of Contract Execution or commencing work for the County.

REQUEST FOR CLARIFICATION

All requests by Rock County for clarification of bids will be in writing. Such requests shall not alter the offeror's pricing information contained in its bid.

PROOF OF COMPETENCY OF BIDDER

Any Bidder may be required to furnish evidence satisfactory to Rock County that the Bidder and proposed subcontractors have sufficient means, expertise, financial ability, and experience in the types of work bid to assure completion of the Contract in a satisfactory manner.

DEBARMENT

The Contractor certifies through signing their Bid that neither the Contractor nor any of its principals are debarred, suspended, proposed for debarment, or declared ineligible by any federal department or agency. In addition, the Contractor shall notify Rock County within five business days in writing by registered mail if the Contractor or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

MODIFICATION AND WITHDRAWAL

Bids may not be modified after submittal. Bidders may withdraw Bids at any time before the Bid opening but may not resubmit them. No Bid may be withdrawn or modified after the Bid opening except where the award of Contracts has been delayed for more than 60 days from the day of the Bid opening.

DEVIATION AND EXCEPTIONS

Deviations and exceptions from terms, conditions, or specifications will be described fully under the bidder's letterhead, signed, and attached to the Bid. In the absence of such statements, the bid will be accepted as in strict compliance with all terms, conditions, and specifications and the bidder shall be held liable.

SUBSTITUTIONS

When substitutions are bid, they must be identified by manufacturer, stock number, and other descriptive information to establish equivalencies. Substitutions must be requested prior to the question cut-off date and time. Approved substitutions will be included in an Addendum. Rock County shall be the sole judge of equivalency.

DISQUALIFICATION

Rock County reserves the right to disqualify Bids, before and after opening upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

QUANTITIES

Quantities shown within the Invitation to Bid are based upon estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs or availability of funds.

AWARD

Award will not be made to any Bidder in default of a Contract with Rock County, or to any Bidder having as its agent or employee, any individual previously in default or guilty of misrepresentation.

NOTICE TO PROCEED

Written notice of award to successful Bidder shall be in the form of a Purchase order from Rock County mailed or delivered to the address shown on the Bid and will be considered sufficient notice of acceptance of Bid, intent to award the Contract, and "Notice to Proceed" with the work.

CANCELLATION

Rock County reserves the right to cancel a purchasing contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of the contract. Any dispute arising as to quality and quantity is subject to arbitration as provided in Chapter 788, Wisconsin Statutes.

APPLICABLE LAW

All contracts are governed under the laws of the State of Wisconsin and are made at Rock County, Wisconsin, and venue for any legal action to enforce the terms of the agreement will be in Rock County Circuit Court.

ASSIGNMENT

No right or duty in whole or in part by the contractor under any purchasing contract may be assigned or delegated without the written consent of Rock County.

GUARANTEED DELIVERY

Failure of the contractor to adhere to the delivery schedule that is specified or to promptly replace rejected materials renders the contractor liable for all costs more than contract price if alternate procurement is necessary. Excess costs include administrative costs.

PATENTS

By accepting a contract or purchase order from Rock County, the vendor or contractor guarantees that the sale or use of the items or goods being provided will not infringe any United States patent, and covenants that it will at its own expense defend every suit which may be brought against Rock County, (provided that such party is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such article or articles, and agrees that it will pay all costs, damages and profits recoverable in such suit. The party selling to Rock County guarantees that the items or goods being provided were manufactured in accordance with applicable federal labor laws.

QUALITY LEVEL

Unless otherwise indicated in the Invitation to Bid, all materials shall be first quality. Items which are used, obsolete, or which have been discontinued are unacceptable without prior written approval by Rock County.

SAFETY REQUIREMENTS

Materials, equipment, and supplies provided to the County must comply fully with all safety requirements that are set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA standards. When furnishing toxic or hazardous materials as defined in sub-part "Z" of the U. S. Occupational Safety and Health Standards, the contractor must furnish OSHA Form 20, "Material Safety and Data Sheet", for each item provided. Further, during performing the service necessary to satisfy the requirements of any Invitation to Bid, the contractor is fully liable for public and private protection while work is in progress or at any site exposed as a potential hazard. Contractor must provide warning devices and/or signs, which must be prominently installed and displayed, and be fully in compliance with safety regulations.

TAXES

Rock County is exempt from the payment of all federal excise taxes, registration no. 008102042190606 (For tax-free transactions under Chapter 32 of the Internal Revenue Code. The certificate of exemption is on file with the District Attorney, U. S. Treasury Department, Internal Revenue Service, Milwaukee, Wisconsin). Rock County is exempt from Wisconsin State and Local taxes on its purchases except Wisconsin excise tax as the Wisconsin Department of Revenue does not issue state exempt numbers to Counties per Wisconsin Statute 77.54 (9) (a). Contractors performing construction activities are required to pay state user tax on the cost of materials which they purchase. Rock County is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel engine oil and aviation fuel.

SUBSTANCE ABUSE POLICY

Pursuant to Wis. Stat. 103.503(3), contractor, subcontractor or agent of a contractor or subcontractor that will be performing any work on this public works project verifies that it has in place, prior to the commencement of any work on this project, a written program for the prevention of substance abuse among its employees. Said verification includes confirmation that the written program contains all the following:

1. A prohibition against any employee using, possessing, attempting to possess, distributing, delivering, or being under the influence of a drug, or use or be under the influence of alcohol, while performing work on this project.
2. A requirement that employees performing work on this project shall submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol testing before commencing work on this project, except that testing of an employee before commencing work on this project is not required if the employee has been participating in a random testing program during the ninety (90) days preceding the date on which the employee commences work on this project.
3. A procedure for notifying an employee who tests positive or who refuses to submit to drug or alcohol testing that he/she may not perform work on this project or have access to this project until he/she has submitted to the required drug or alcohol testing and does not test positive.

Rock County is not responsible for the cost of developing, implementing, or enforcing this required substance abuse prevention program in any way; nor is it responsible for the cost of drug and alcohol testing any employee. Each employer shall be responsible for said costs.

SPECIFICATIONS AND SCOPE OF WORK

SCOPE OF WORK

Collection, transportation, and disposal of solid waste generated at various Rock County Buildings as listed in specifications via standard "dumpster units" and "Recycling totters" consisting of trash units, paper only units and commingle units of various sizes. All work provided shall follow Recycling laws for the term of the contract.

Under this project, the successful vendor will supply all necessary containers, hookups, and removal of waste as listed in the specifications.

SITE INSPECTION

Each bidder shall inspect all locations to familiarize themselves with conditions to be encountered before submitting Bid. Bidders will be required to complete the job whether each job condition is detailed in these specifications or not.

Contacts:

- Michael Parille, Facilities Superintendent (608) 757-5634 for all locations except Rock Haven and Health Care Center.
- Dave Froeber, Facilities Superintendent (608) 757-5060 for Rock Haven and the Health Care Center.
- Greg Cullen, Airport Director (608) 757-5768 for Southern Wisconsin Regional Airport
- John Traynor, Parks Manager (608) 757-5451 for Public Works Parks Department

OBLIGATIONS OF CONTRACTOR

- The Contractor shall collect, haul, and legally dispose of waste and Recyclables with its own equipment and personnel.
- The Contractor shall identify all equipment and vehicles with its name printed on the side.
- The Contractor shall limit trash pickups between the hours of 7:00 a.m. and 3:00 p.m.
- The Contractor will pay the landfill costs at an approved landfill site.
- The Contractor shall pickup garbage, trash, and miscellaneous litter around each collection site at within ten (10) feet.
- The Contractor shall maintain containers in a safe, presentable, and clean manner.
- Any damaged or vandalized bins shall be repaired or replaced by the Contractor within 48 hours of notification by Rock County.
- The Contractor and its employees shall conduct themselves in a professional, orderly, and businesslike manner always while performing work under the provisions of this contract. Failure to do so may result in cancellation of the contract.

ITEMS TO BE SUBMITTED WITH BID

- Bidders must list the location of the landfill in which refuse is disposed of, the DNR permit number for that landfill, and the expiration date of the permit. Bidder must also list its refuse collection permit number. **All information must be submitted with Bid.**
- Bidder shall also submit with their Bid, a list of all current contracts held for businesses in Rock County.

TERMS OF CONTRACT

- The initial contract period shall be from January 1, 2023 through December 31, 2025. The contract may be extended for two additional one-year periods, not to exceed a total of five years. Either party may terminate the contract by providing the other party with a 90-day written notice of termination.
- The Contractor shall collect, transport, and dispose of waste according to the schedule provided in the specifications for each location.
- The pickup schedule listed is based upon anticipated needs. If special circumstances prevent pickups, Rock County shall be notified within 8 hours. It should be noted however, that the County will only pay for actual pickups made. In the event extra pickups are requested by the County, the cost will be at the same contracted rate.
- Purchase orders will be issued during the calendar year to extend from January 1, 2023 to December 31, 2023. New purchase orders will be issued each calendar year for the life of the contract.
- Adjustment of containers sizes, quantities and/or frequency of pickups shall be by written notification of changes from Rock County and subject to appropriate financial adjustments.
- The Contractor shall not assign, transfer, or sublet this contract to any other individual or corporation without the written approval of the County.
- The County may elect to award this contract to multiple contractors should it prove to be more advantageous than having one contractor for all locations.

INVOICING

- The Contractor shall invoice the County monthly for services rendered under the provisions of this contract.
- Invoices shall be itemized to dates, weights, locations, and number of pickups for each container as follows:
 - Rock Haven and the Health Care Center shall be on a separate invoice
 - Southern Wisconsin Regional Airport shall be on a separate invoice
 - Remainder of the locations shall be on itemized on one invoice
- Contractor expressly agrees that no interest assessment will be charged for goods and/or services provided if payment is made by the County within 60 days of acceptance of the goods and/or services or receipt by the County of a properly completed invoice, whichever date is later.

CONTAINERS

- Containers shall be maintained in a safe, presentable, and clean manner by the Contractor.
- Any damaged or vandalized containers shall be repaired or replaced by the Contractor within 48 hours of notification by the County.
- Containers shall be fly, rodent and vermin proof.
- Containers for general refuse shall have a cover of aluminum with rolled edges or approved "Poly" or "Plastic".
- Containers for Recycling shall be for commingled Recycling.
- Containers shall be deodorized and sanitized after each dumping or as needed.
- Contractor shall provide information sheets and specifications of all products to be used by contractor including material safety data sheets.
- It is preferable that Contractors provide water pressure wash systems on their trucks so that the inner surfaces of the containers can be washed into the truck's waste system and deodorized.
- If washing and cleaning on site is not provided, freshly cleaned containers shall be placed per specifications at each site. Washing consists of flushing and/or scraping to remove of any material clinging to the interior of container, on the outside and both sides of lids.
- Adjustment of container size, quantity and/or frequency of pickup may be made upon notification by the County to the Contractor and is subject to appropriate financial adjustment.

**CURRENT ROCK COUNTY FACILITIES MANAGEMENT
LOCATIONS, CONTAINERS AND PICK-UP SCHEDULES**

Bidders are to use the current container/pick-up schedule as a guide when submitting their bid. Recyclables include paper, aluminum cans, some plastic and glass. Single stream Recycling is used. The containers on the list below marked "Recycle" are the containers used for Recyclables.

FACILITIES MANAGEMENT LOCATIONS

NAME OF LOCATION	ADDRESS	CITY	WASTE RECYCLE	QTY	SIZE	FREQUENCY
Rock County Courthouse	51 S Main St	Janesville	WASTE RECYCLE	1 1	8 yd 8 yd	1 TIME A WEEK 1 TIME A WEEK
Sheriff's Office and Jail	200 E US Highway 14	Janesville	WASTE RECYCLE	1 1	8 yd 6 yd	6 TIMES A WEEK 3 TIMES A WEEK
Youth Services Center	210 E US Highway 14	Janesville	WASTE RECYCLE	1 1	8 yd 2 yd	1 TIME A WEEK 1 TIME A WEEK
911 Communications Center	3636 N County Highway F	Janesville	WASTE RECYCLE	1 1	2 yd 2 yd	1 TIME A WEEK 1 TIME A WEEK
Health Dept	3328 N US Highway 51	Janesville	WASTE RECYCLE	1 1	4 yd 6 yd	1 TIME A WEEK 1 TIME A WEEK
Rock County DWRC	1717 Center Ave	Janesville	WASTE RECYCLE	1 1	8 yd 8 yd	1 TIME A WEEK 1 TIME A WEE
Health Care Center Complex	3530 N County Highway F	Janesville	WASTE RECYCLE	1 1	6 yd 6 yd	2 TIMES A WEEK 1 TIME A WEEK
Rock Haven Nursing Home	3400 N County Highway F	Janesville	WASTE RECYCLE	1 1	30 yd 40 yd	1 TIME A WEEK ON CALLC
Southern WI Regional Airport	4004 S Oakhill Ave	Janesville	WASTE RECYCLE	1 1	4 yd 2 yd	EVERY OTHER WEEK EVERY OTHER WEEK
Public Works Building	3715 N Newville Rd	Janesville	WASTE RECYCLE	1 1	8 yd 4 yd	2 TIMES A WEEK 1 TIME A WEEK
Public Works Building	734 Hwy 213	Orfordville	WASTE RECYCLE	1 1	2 yd 2 yd	1 TIME A WEEK 1 TIME A WEEK
Rock County Facilities	1717 Center Ave	Janesville	WASTE RECYCLE	1 1	8 yd 8 yd	3 TIMES A WEEK 3 TIMES A WEEK
Eclipse Center	64 Eclipse Ctr	Beloit	WASTE RECYCLE	1 1	2 yd 2 yd	1 TIME A WEEK 1 TIME A WEEK
Shopiere Building	3503 E Shopiere Ln	Beloit	WASTE RECYCLE	1 1	4 yd 4 yd	1 TIME A WEEK 1 TIME A WEEK

DEPARTMENT OF PUBLIC WORKS – PARKS DIVISION LOCATIONS

NAME OF LOCATION	ADDRESS	CITY	WASTE RECYCLE	QTY	SIZE	FREQUENCY
Carver-Roehl	4907 S Carvers Rock Rd	Clinton	WASTE RECYCLE	1 1	2 yd 2 yd	
Gibbs Lake	9103 W Gibbs Lake Rd	Janesville	WASTE RECYCLE	1 1	2 yd 2 yd	
Happy Hollow	1731 W Happy Hollow Rd	Janesville	WASTE RECYCLE	1 1	2 yd Tote	
Indianford	E. Side 8901 County Hwy F	Edgerton	WASTE RECYCLE	1 1	2 yd Tote	
Lee County	9205 E County Hwy W	Clinton	WASTE RECYCLE	1 1	2 yd 2 yd	
Magnolia Bluff #1 Apr – Oct and Nov-Mar	4002 N Croak Rd	Evansville	WASTE RECYCLE	1 1	2 yd Tote	
Magnolia Bluff #2 Apr – Oct	4002 N Croak Rd	Evansville	WASTE RECYCLE	1 1	2 yd Tote	
Beckman Mill	11450 S County Hwy H	Beloit	WASTE RECYCLE	1 2	2 yd Tote	
Murwin Park	9500 N State Hwy 184	Edgerton	WASTE RECYCLE	1 1	2 yd Tote	
Royce Dallman	11500 N Charley Bluff Rd	Milton	WASTE RECYCLE	1 1	2 yd Tote	
Walt Lindeman	3411 N Hwy 51	Janesville	WASTE RECYCLE	1 1	4 yd 2 yd	
Sweet-Allyn	7149 S County Hwy J	Beloit	WASTE RECYCLE	1 1	4 yd 2 yd	
Turtle Creek	6528 S Smith Rd	Clinton	WASTE RECYCLE	1 1	2 yd 2 yd	
Old Boy Scout Camp	5801 N River Rd	Janesville	WASTE RECYCLE	1 1	4 yd 2 yd	



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2023 WASTE		
30 YARD LEASED WASTE COMPACTOR	\$	PER MONTH
COST PER PULL/HAULING-COMPACTOR	\$	PER PULL
DISPOSAL COST	\$	PER TON
COST FOR PICK UP/HAULING-2 YARD	\$	PER PICKUP
COST FOR PICK UP/HAULING-4 YARD	\$	PER PICKUP
COST FOR PICK UP HAULING-6 YARD	\$	PER PICKUP
COST FOR PICK UP/ HAULING-8 YARD	\$	PER PICKUP
COST FOR PICK UP/HAULING-30 YARD	\$	PER PICKUP
2023 RECYCLECLABLE		
30 YARD LEASED CO-MINGLE COMPACTOR	\$	PER MONTH
COST PER PULL/ HAULING-COMPACTOR	\$	PER PULL
COST FOR PICKUP/HAULING-2 YARD	\$	PER PICKUP
COST FOR PICKUP/HAULING-6 YARD	\$	PER PICKUP
COST FOR PICK UP/ HAULING-8 YARD	\$	PER PICKUP

COST INCREASE FOR 2024 AND 2025.

LOCATION OF LANDFILL: _____

DNR PERMIT NUMBER FOR LANDFILL:

REFUSE COLLECTION PERMIT NUMBER:

On company letterhead, submit list of all current contracts held for businesses in Rock County.

BID PREPARED BY:

SIGNATURE	PRINTED NAME
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COMPANY:

ADDRESS:

PHONE: _____

E-MAIL: