

CITY OF PHILIP, SOUTH DAKOTA
SPECIFICATIONS FOR SOLID WASTE DISPOSAL

1. Contractor shall commence service on June 01, 2025, and terminate on May 31, 2028, unless sooner terminated or negotiated by both parties. The contract may be renewed for an additional three (03) years upon agreement of both parties. Unless separately agreed upon, contract performance is to begin within thirty (30) days from bid acceptance by the City. Renegotiation can occur if there is an increase or decrease in fuel costs by 10% or greater after the 1st day of June 2025. Fuel costs to be determined by the average costs of all stations selling fuel in the City of Philip.

2. Contractor shall submit a bid for collecting, hauling and disposing of Municipal Solid Waste (MSW) on a per household basis. Said bid shall also include garbage containers (30-90 gallons) to each household for the use of disposing and collecting MSW. MSW is defined as, “non-hazardous waste normally generated in households,” by City Ordinance 5-301 to 5-306 inclusive. Current average number of households per month billed by the City of Philip is 375.

The Contractor shall use all due care in the handling of all containers for households and further be responsible for all damage occurring because of mishandling of said containers. Upon the handling and loading of solid waste on Contractor’s vehicle, title, responsibility and risk of loss for the garbage shall pass to the Contractor and the Contractor shall defend, indemnify and hold the City of Philip harmless of any subsequent damage, expense, loss, fines or other liability connected with the garbage. The Contractor may decline to load the MSW from any container not accessible to the Contractor at the scheduled time of pick-up. The Contractor may decline to load MSW containing sharp objects or excess liquids. Should the Contractor decline to load MSW, they shall inform the City as soon as possible, but within two days, of the reason the MSW was not collected, i.e. non-residential MSW, hazardous waste, improper container placement, etc.

3. The Contractor shall also include the following in the bid. Any additional work involved including, but not limited to the collection and disposal of MSW for City owned or managed property.

Containers provided by the Contractor shall be included in Contractor’s bid price and to be picked up as follows:

Public Park Containers (Fire Hall Park & HCYW Kiddie Park) - 2

Baseball/Softball Field Containers (Seasonal) - 2

Municipal Building Container – 1

Swimming Pool Container – 1

Lake Waggoner Container - 1

Rubble Site Container – 1

Additional Containers (placed at a designated location provided by the City) – 3

*Additional container provided for City Clean-Up Days held each year in May (dates to be determined annually by the City Council).

Containers owned locally shall be included in the Contractor's bid price and to be picked up as follows:
Center Avenue, Oak Street and Senechal Park - 9

4. The Contractor will be paid by the City of Philip for the number of households billed by the City of Philip for the previous month. Documentation and proof of billing will be provided by the City of Philip to the Contractor for the previous month no later than the 25th of each month. Contractor shall submit a statement of billing by the 30th of each month. The City of Philip agrees to pay the Contractor for services provided no later than the 15th of the month.
5. Contractor is responsible for all tipping fees.
6. The Contractor agrees to make all reasonable efforts to work with the handicapped in the collection of their garbage and further agrees not to discriminate against any persons or entities. Contractor agrees to comply with all Federal, State, and Local Laws and Regulations regarding discrimination, MSW, employment and other applicable laws, and to hold the City of Philip harmless for any violation of the laws by Contractor, its agents or employees.
7. The Contractor will furnish, during the period of this agreement, a sufficient number of trucks, in no event less than one with driver for each, to collect, haul and dispose of all garbage including recyclables in the City.
 - 1) All of the trucks furnished will be of a type suitable for collection of garbage, ten years old or newer, and of no less than two (2) ton capacity with enclosed garbage compacting devices mounted thereon.
 - 2) All solid waste shall be collected from every building used for residential purposes in the City at least once each week.
 - 3) The Contractor shall establish a schedule of Residential MSW collection between the hours of 4:00 a.m. and 5:00 p.m.
 - 4) The Contractor shall designate routes and schedules for the trucks and furnish a map showing said designated routes and schedules for the trucks so that the above collections can be accomplished. The City of Philip desires solid waste collection in all applicable alleyways whenever possible. Exceptions may be made when it is necessary to complete collection of an existing route due to unusual circumstances or upon mutual agreement of the Contractor and the City.
8. The Contractor may suspend MSW collections on any day that falls on a legal State or Federal holiday, or because of inclement weather. Such suspended MSW collection must be completed by the Contractor within three (3) working days. Contractor shall provide notice to the City of any suspensions and in turn, City will notify the public.
9. The City shall properly maintain streets and alleys so as to provide reasonable and safe access for garbage collection purposes.

10. The City agrees the patron shall be responsible for ensuring the container is accessible to the Contractor and the container is kept in neat and orderly fashion. The Contractor shall be responsible for ensuring the City containers are emptied as necessary and are kept in a neat and orderly fashion.
11. The Contractor shall pay for the services of drivers/employees of the trucks and shall bear the expense of maintenance and operation of the trucks, and drivers/employees of the trucks shall be under the sole control of the Contractor.
12. The Contractor shall buy compensation insurance for all employees in accordance with the workman's compensation statute of the State of South Dakota. The Contractor shall furnish upon demand by the City, proof of South Dakota Sales Tax licensing and Federal Identification registration. Contractor must also be able to provide proof that all employment security contributions, both State and Federal, have been paid and that the Contractor has filed the Employers State and Federal Unemployment Tax Return.
13. Prior to approval of the contract, the Contractor shall provide the City with proper certificates of the insurance policies issued evidencing that the below insurance coverage has been issued for one year and shall do so annually for the duration of the contract. The Contractor shall take out, pay all premiums, and maintain throughout the term of this contract, insurance in the following minimum requirements:
 - Comprehensive General Liability:
 - \$500,000.00 per person
 - \$1,000,000.00 per accident for bodily injury or death
 - \$500,000.00 property damage
 - Comprehensive Motor Vehicle Liability:
 - \$500,000.00 per person
 - \$1,000,000.00 per accident for bodily injury or death
 - \$500,000.00 property damage
14. The Contractor, before commencing work, shall furnish a one (1) year performance bond in the sum of \$10,000.00 guaranteeing the completion of the work in the performance of the contract and the payment of labor, materials and equipment used in the performance of this contract. The City agrees that the performance bond may be renewable and issued in one (1) year increments throughout the life of the contract upon notice to the Contractor that the contract will be renewable for a successive year. However, if the Contractor is not able to secure a performance bond for a successive year, this shall be ground for termination of this contract by the City.
15. The Contractor shall assume all responsibility for all loss and damage caused by his negligence, negligence of employees, and negligence of independent contractors hired by him/her to complete the terms and conditions of this contract, and upon request at any time shall cause the City to be named as the additional insured in the insurance policies required by the Contractor under this contract.
16. The Contractor shall dispose of the MSW collected in the City in a landfill approved and licensed by the United States Environmental Protection Agency (EPA) and the South Dakota Department of Environment

and Natural Resources. Contractor must provide proof of contract to haul to landfill(s) as certified by the State of South Dakota.

17. The Contractor shall comply with all applicable laws of the State of South Dakota, municipal ordinances of the City and the laws of the United States of America, including, but not limited to the rules and regulations of the United States Environmental Protection Agency, and shall comply with the rules and regulations of the South Dakota Department of Environment and Natural Resources pertaining to the collection, hauling and disposal of solid waste.
18. The Contractor expressly contracts and agrees that he is an independent contractor solely responsible for the purchase, maintenance and servicing of his equipment, and said Contractor shall furnish all equipment and human resources necessary to perform this contract. Neither the Contractor nor anyone employed by him shall be, act or purport to act, or be deemed to be the City's agent, representative, employee or servant.
19. The Contractor shall indemnify and save the City (including its employees, elected officials, its consultants and legal counsel) harmless from the failure of the Contractor to fully comply with applicable federal, state or local laws, statutes, regulations or governmental directives which regulate handling, collection, hauling or disposal of solid waste hereunder and from any and all claims, suits, liability or loss of or damage to any property or persons (including death) caused by any negligent or willful act of the Contractor or his subcontractors during the handling, collection, hauling, transportation, storage or disposal of solid waste hereunder.
20. The City will pay the Contractor the sum of the bid for each household and any fees negotiated for additional work.
21. City retains the continuing right to terminate this contract at the expiration of each budget period during the term of the contract and the contract is conditioned upon a best effort attempt by the City to appropriate the necessary funds for payment of the contract during each budget year.
22. The Contractor documents shall consist of the Notice to Bidders, Bid Specifications, the Contract, and all applicable City Ordinances.
23. As used herein the masculine gender includes feminine gender and vice versa.