## WHITE GOODS AND SCRAP METAL SALVAGE

November 19, 2025

SWEETWATER COUNTY SOLID WASTE DISPOSAL DISTRICT NO. 1 P.O. BOX 1493 ROCK SPRINGS, WY 82902-1493

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#### CALL FOR BIDS

Notice is hereby given that the Sweetwater County Solid Waste Disposal District No. 1, does call for bids for a general contract for the salvage of metals at the Rock Springs Landfill.

Bid documents are available in person at: The District Office 50 County Road 64 Rock Springs, WY. 82901

Or can be requested via email or downloaded from the District Website at www.swcswdd1.com

Sealed bids will be received until 2:00 pm **November 19, 2025**. All bids shall be submitted By mail to: SWCSWDD1 PO Box 1493 Rock Springs, WY 82902-1493

Or in person at: The District office, 50 County Road 64, Rock Springs, WY 82901.

All bids shall be opened by the District at 3:00 pm on **November 19, 2025** and the contract if awarded shall be awarded to the bidder who in the opinion of the District is the highest and the most responsible bidder for the supply of the purchase of scrap metal as shown in the bid proposal.

All bids shall be marked on the outside of the envelope:

White goods and scrap metal salvage Name of contractor Contractor address

The District shall have the power to reject any and all bids or waive any irregularities in bids. No bidder shall be allowed to withdraw his bid for a period of thirty (30) days or until the successful bidder has entered into contract with the District.

Signed:

Dan Chetterbock, General Manager

Publish: October 29, 2025

SWEETWATER COUNTY SOLID WASTE DISPOSAL DISTRICT NO 1 WHITE GOODS AND SCRAP METAL SALVAGE

## B. INSTRUCTIONS TO BIDDERS Page 1

## **INSTRUCTIONS TO BIDDERS**

#### **B-1 INVESTIGATIONS**

Bidders shall familiarize themselves with the Drawings, Specifications and Contract forms. It will be the responsibility of each Contractor to visit the site. Call the General Manager at 307-352-6869 to arrange for an appointment to visit the site.

### **B-2 QUANTITIES**

The Manager's estimate of quantities appearing in the Proposal is approximate only and is intended to serve as a guide for preparing the bids. The Contractor shall not at any time make claim for additional payments or consideration because of a misunderstanding regarding the nature or amount of work based on his expectations of these approximate quantities.

#### B-3 FORMS

All forms shall be completed in duplicate and no alterations are to be made to the Proposal, Contract Bond and Contract Agreement forms supplied by the District unless otherwise approved by the District Manager.

### B-4 BID SECURITY

Bidders shall accompany their bids with a money order, cashier's check or bid bond made payable to the District in the amount of five percent (5%) of the total bid. The bid security is required as a guarantee that the bidder, if awarded the Contract, will promptly execute the Contract Agreement and/or furnish the Contract Bond. The bid security will be forfeited to the District as liquidated damages for failure to enter into contract for said work with the District within fourteen (14) days of the bid award.

#### B-5 PERFOMANCE BOND

A standard performance bond in the amount of 100 percent (100%) of the contract amount is required. In lieu of a standard performance bond, the District will accept a certificate of deposit, cash or an irrevocable letter of credit matching the amount bid.

## B-6 QUALIFICATIONS OF BIDDER

The District shall make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the District all such information and data for this purpose as the District may request, including also, if requested, a detailed list of personnel and equipment which the bidder proposes to use, a program of work he proposes to follow, and a proposed plan of operation to be presented to the Manager after the bid opening but prior to the Notice to Proceed. Said plan shall be approved by the Manager prior to initiation of work.

## B. INSTRUCTIONS TO BIDDERS Page 2

#### B-7 RIGHT TO ACCEPT AND REJECT

The District reserves the unqualified right, in its sole and absolute discretion, to reject any and all bids, or to accept the bid which in it's sole and absolute judgment will, under all circumstances, best serve the public interest.

In the event that the successful bidder fails to execute the Contract Agreement and/or fails to furnish the Contract Bond within fourteen (14) days of receiving the notice of award, the District, after declaring forfeited the Bid Security of such bidder, reserves the option to accept the bid of any other bidder within ten (10) days from such default, in which case such acceptance shall have the same effect as to such bidder as though he were the original successful bidder.

#### B-8 SUBCONTRACTING

In order to secure specified work, the General Contractor must have a proven background in more than fifty-one percent (51%) of the contract items. Specialized equipment should be a part of the Contractor's regular fleet unless otherwise discussed with the Manager. A Contractor will not be allowed to subcontract, broker, temporarily place other companies employees on his payroll or commit other acts intended to circumvent the subcontracting prohibitions.

## B-9 SUBMISSION OF BIDS

All bids will be delivered to the district's office. 50 County Road 64, Rock Springs, WY, prior to the advertised bid opening date and time, in a sealed envelope marked on the outside as follow:

### B-10 AGREEMENT

The agreement will be completed after bids have been opened and awarded. It is included for reference only at this time.

## **Bid: WHITE GOODS SCRAP METAL SALVAGE**

Contractors Name:	
Contractors Address:	
Bid opening date:	

C. BID PROPOSAL Page 1

> PURCHASE PRICE

Board Members Sweetwater County Solid Waste Disposal District No. 1 PO Box 1493

### Gentlemen:

**ITEM** 

The undersigned, hereinafter referred to as the Contractor, hereby proposes to furnish all labor, tools, equipment and materials necessary to complete the work for salvage of metals and white goods at the Rock Springs landfill in accordance with the plans, specifications, general conditions and special provisions for the unit price set forth in the following proposal.

**ESTIMATED** 

**QUANTITY** 

## **BID PROPOSAL**

**UNIT** 

**PRICE** 

Scrap meta	1	1500 tons		
Submitted by:	Nam	e:	Title:	
	Signa	ture:		
	Comp	oany Name:		
	Comp	oany Address:		
	Phone	e Number:		
	Fax N	lumber:		
	E-Ma	il Address:		
			Completed byDate:	

<sup>\*</sup>Must be completed otherwise the bid will be considered non-responsive.

#### **AGREEMENT**

THIS AGREEMENT made this **date** day of **date** to be effective this **date** day of **date**, by and between Sweetwater County Solid Waste District No. 1, Sweetwater County, Wyoming, (the "District") and **company** (the "Contractor")

WHEREAS, the District operates a sanitary landfill, wherein the District collects and stockpiles white goods and scrap metals; and

WHEREAS, the District desires to sell and dispose of the white goods and scrap metal which has been stockpiled at the Rock Springs landfill; and

WHEREAS, the Contractor has offered to purchase, remove and salvage such materials owned by the district under the terms and conditions herein under set forth.

### NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. <u>WORK REQUIRED:</u> The Contractor shall furnish all labor, tools, equipment and materials necessary to complete the salvage of all stockpiled white goods and scrap metals at the Rock Springs landfill. The work site must be cleaned by the Contractor upon completion of the work and all unsalvageable items must be hauled to the appropriate pit for disposal.
- 2. <u>TIME COMPLETION AND PENALTY:</u> The work to be performed herein under by the Contractor shall be completed within thirty (30) days from start date. If not completed the Contractor will be assessed \$75/day until such time as all work including clean-up is complete.
- 3. <u>PAYMENTS TO THE DISTRICT:</u> The Contractor shall pay to the District \$\_\_\_\_ per ton for all the metal goods removed from the District's property. The salvaged metal goods shall be weighed across the District's scales and recorded. Contractor shall make payment to the District not later than thirty (30) days after salvage has been completed, or not later than thirty (30) days following termination of the contract by the District as provided hereinafter, whichever shall occur.
- 4. <u>CONTRACTOR'S RESPONSIBILITIES:</u> The Contractor shall be responsible for paying the wages and benefits as prescribed by applicable Wyoming state laws. In accordance with the provisions of paragraph 7 hereof, the Contractor shall also provide the following insurance:
  - Wyoming Worker's Compensation coverage as required by law.
  - Employer's Liability Insurance with stopgap as required by law.
  - General liability for \$1,000,000 each occurrence and \$1,000,000 aggregate for bodily injury
  - Personal Injury for \$2,000,000 aggregate coverage.
  - Comprehensive Automobile Liability for \$1,000,000 each person, \$1,000,000 each occurrence and \$1,000,000 for property damage.

The District shall also be included as an additional insured party on all policies listed above. Should any of the policies be canceled before the expiration date, the issuing company must provide the District thirty (30) days notice prior to cancellation.

- 5. <u>PERFORMANCE BOND:</u> A standard performance bond in the amount of 100 percent (100%) of the estimated purchase price for the District's metal goods is required to guarantee payment to the District. In lieu of a standard performance bond, the District shall accept alternate forms of surety matching the amount of the purchase price. These alternative forms of surety include certificates of deposit, letters of credit, or clear title to property or equipment or cash.
- 6. <u>HOURS OF OPERATION:</u> The Contractor shall perform salvage operations during the Rock Springs landfill normal hours of operation. These hours are:
  - Hours: 8am to 6:00 pm daily.
  - 7. <u>INDEMNITY AND INSURANCE:</u> This agreement is made upon the express condition that the District shall be free from all liabilities and claims for damages and/or suits for/or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, including environmental damage, whether the person or property of Contractor, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon the landfill or any part thereof, or occasioned by any occupancy or use of the landfill or any activity carried on by the Contractor in connection herewith, and Contractor hereby covenants and agrees to indemnify and save harmless the District from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of such injuries, liabilities, claims, suits or losses however occurring or damage growing out of same.

The Contractor shall maintain sufficient insurance to protect both the District and the Contractor from all claims for personal injury, including death, whether such claims are under a workmen's compensation acts or otherwise, and from all claims for damage to property including environmental damage which may arise from the occupancy or operations or Contractor's under this agreement. The Contractor shall file certificates of said insurance with the District, and said insurance shall be subject to the approval of the District for adequacy of protection and approval of the insurer. The Contractor agrees that the limits of such insurance shall be not less than the limits of insurance specified in paragraph 4 hereof.

8. <u>TERMINATION OF WORK:</u> The District reserves the right to terminate this agreement at any time, should the District determine, in its sole discretion, that the progress of the Work is not satisfactory for the District's purposes or should the District desire to cease the salvage of its metal goods. Should the District terminate this agreement, it shall not be liable for the Contractor's costs or loss of anticipated income.

## D. AGREEMENT Page 3

9. <u>A</u>	<u> ATTORNEY FEES:</u>	In the event that either party to this agreement shall
institute any actio	on or proceeding agains	st the other relating to the enforcement of this agreement
or any default her	eunder, the unsuccessf	ful party to such action or proceeding shall reimburse the
successful party is	ts reasonable attorney'	s fees, costs and expenses incurred thereby.

IN WITNESS WHEREOF, the parties have entered into the agreement the date and year first above written.

Sweetwater County Solid Waste Disposal District No. 1:	Contractor:	
By:	By:	
Title:	Title:	

Work shall commence within **10** days of signing contract and will be completed within days from the date work is started.

## E. DEFAULT AND TERMINATION OF CONTRACT

#### DEFAULT AND TERMINATION OF CONTRACT WILL OCCUR

#### If the Contractor:

- a. Fails to begin work after receiving the Notice to Proceed, or,
- b. Fails to begin work under the contract within the time specified, or,
- c. Fails to perform the work with sufficient workmen, equipment or material to assure prompt completion of the work, or,
- d. Fails to perform the work according to the contract or neglects or refuses to remove and replace rejected materials, remedy unsatisfactory work, or,
- e. Discontinues the prosecution of the work, or,
- f. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or,
- g. Becomes insolvent or commits any act of insolvency, or,
- h. Allows any final judgment to stand against the Contractor unsatisfied for a period of ten (10) days, or,
- i. Makes an assignment for benefit of creditors, or,
- j. For any other cause whatsoever fails to carry on the work in a satisfactory manner.

The Manager will then give ten (10) days notice in writing to the contractor and the surety of such delay, neglect, or default without liability to the District.

If the Contractor or surety does not proceed according to the notice within a period of fourteen (14) days receipt of the notice, the district will, upon written notification from the Manager of the fact of the delay, neglect, or default and the Contractor's failure to comply with the notice, have full power and authority without violating the contract, to tale the prosecution of the work from the Contractor. The District may appropriate and use the equipment on the project as may be suitable and acceptable and may enter into an agreement of the completion of said contract or use other methods as will be required for completion of the contract in an acceptable manner. The provisions of this paragraph shall supercede the provisions of the surety bond or other surety agreement and shall be binding upon the Contractor's surety company.

All cost and charges incurred by the District, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, the Contractor and the surety shall be liable and shall pay to the District the amount in excess.

E. DEFAULT AND TERMINATION OF CONTRACT Page 2

### DEFAULT AND TERMINATION OF CONTRACT

## **Emergency Termination of Contract:**

The District may, by written notice, terminate the contract or any portion thereof when it is determined in the best interest of the District to do so.

When a contract or any portion thereof is terminated before completion of all items of work in the contract, payment will be made for the actual number of units of work completed at the contract unit price.

The intent of this provision is that an equitable settlement will be made with the contractor. Loss of anticipated profits will not be considered in this settlement. Termination of all or part of the contract does not relieve the Contractor of the responsibility of the completed work, nor does it relieve the surety of its obligation for and concerning any just claims arising out of the work performed.

The Manager shall be given full access to all ledgers, cost records, correspondence and papers of the Contractor relating to the contract in order to determine amounts to be paid the Contractor due to termination of the contract.

# G. GENERAL CONDITIONS Page 1

#### **GENERAL CONDITIONS**

#### G-1 TERMS

The terms defined in this section are used throughout and are included in the contract agreement. Sweetwater County Solid Waste Disposal District No. 1 is defined as the owner while the person or firm who submits a bid is defined as the Contractor. The Manager is the Solid Waste District's Representative. The contract is defined as the bid document including the special provisions, general and supplementary conditions, bid schedule, addenda, and contract agreement.

#### G-2 OWNER'S REPRESENTATIVE

The Manager shall represent the Owner in all matters pertaining to this contract. The Manager will act in the Owner's behalf to ensure that the Contractor's work complies with the contract. This includes stopping work and rejecting work that does not conform to the terms of the contract. The Manager will also have the authority to decide questions raised by the Contractor regarding the interpretation of the contract. The Contractor should submit questions about the contract including claims in writing. The Manager will then review the question and respond to the contractor in writing within ten (10) working days.

## G-3 APPEALS

If the Contractor is not satisfied with the Manager's review of his question/claim, he may appeal the matter to the Solid Waste District No. 1 Board at any subsequent monthly meeting. The decision of the board will be final. Decisions of the Board and not subject to arbitration.

## G-4 QUALIFICATIONS OF CONTRACTORS

The Contractor submitting a bid must have proven experience in metal salvage operations. He must furnish all equipment, tools, and labor as well as transport vehicles to handle and complete the salvage of the Owner's white goods and scrap metal.

#### SPECIAL PROVISIONS

## H-1 WORK REQUIRED

This work involves the baling, crushing, or other handling and also transporting of all white goods and scrap metal owned by Sweetwater County Solid Waste Disposal District No. 1 located at the Rock Springs landfill. The Contractor shall furnish all the labor, supervision, tools, and equipment necessary to handle the stockpiled metal goods. The Contractor shall weigh all the metal goods over the District's scales and shall pay the District based on the unit price submitted in the bid proposal.

### H-2 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for paying wages and benefits as prescribed by applicable Wyoming State Laws. The Contractor shall also provide the following insurance:

- Wyoming Worker's Compensation coverage as required by law.
- Employer's Liability Insurance with stop-gap as required by law.
- General Liability for \$1,000,000 each occurrence and \$1,000,000 aggregate for bodily injury.
- Personal Injury for \$2,000,000 aggregate coverage.
- Comprehensive Automobile Liability for \$1,000,000 each person, \$1,000,000 each occurrence and \$1,000,000 for property damage.

The Owner, Sweetwater County solid Waste Disposal District No. 1, shall also be included as an additional insured party on all the policies listed above. Should any of the policies be canceled before the expiration date, the issuing company must provide the Owner thirty (30) days notice prior to cancellation.

#### H-3 PERFORMANCE BOND

A standard performance bond in the amount of 100 percent (100%) of the estimated purchase price for the District's metal goods is required to guarantee payment to the District. In lieu of a standard performance bond, the District will accept alternate forms of surety matching the amount of the purchase price. These alternate forms of surety include certificates of deposit, cash, or an irrevocable letter of credit.

#### H-4 COMPLETION OF WORK

All work under this contract shall be completed within thirty (30) days of notice to proceed.

#### H-5 HOURS OF OPERATION

The Contractor shall perform his work during the Rock Springs landfill normal hours of operation. Hours are 8:00am to 5:00 pm. Daily

## H-6 PAYMENTS OF OWNER

The Contractor shall pay the owner based on the weights recorded on the Owner's scales. The Contractor may verify the accuracy of the Owner's scales by weighing at a certified scale and submitting the weigh tickets for review by the District Manager. The contractor shall make payment in full no later than thirty (30) days after completion of the salvage work and clean up.