

NOTICE OF REQUEST FOR PROPOSALS
CITY OF DUNDAS
for Residential Solid Waste Collection

SUMMARY: The City of Dundas (“City”) is requesting proposals from experienced residential solid waste haulers (“Hauler”) for collection of solid waste from all residential units in within the city limits of Dundas.

Proposals must be received by the City no later than 4:30 p.m. on Monday, September 18, 2017, and addressed to:

CITY OF DUNDAS
Attn: John McCarthy
216 Railway St N
P.O. Box 70
Dundas, MN 55019-0070

Late proposals will not be considered. Two (2) copies of the proposal in a sealed mailing envelope or package. Each copy must be signed in ink by an authorized representative of the company. Submission by telephone facsimile is not acceptable.

Dundas currently offers three container sizes (32 – 64 - 96 gal carts) for residential use. Hauler shall provide monthly rates for the same or comparable container sizes along with any annual adjustments during the term of the contract.

General Information

The City of Dundas is located in Rice County, few miles south of Northfield. The population is 1490 with approximately 561 residential homes serviced for garbage.

Proposal Requirements

Applicants. Show on the proposal the name of company, address, telephone number, contact person, and date.

- Must hold a current Rice County Refuse Hauler License. The Hauler shall procure, at its own expense, all licenses, permits or other rights, required for the provision of services contemplated by the agreement. The hauler shall inform the City of any changes in the above within five (5) days of occurrence.
- List of all public clients within 50 miles of City limits for past five years.
- Potential conflicts of interest must be disclosed.

General Conditions. The City of Dundas reserves the right to contract with a solid waste hauler who does not submit the lowest proposal. The City of Dundas reserves the right to waive minor irregularities in the proposal documents, to negotiate with those submitting proposals as to any issues, and to reject any or all proposals. The requested Certificate of Insurance shall be provided when the contract is executed.

Qualifications of Applicant. No contract will be issued to any applicant who cannot give satisfactory assurance as to its ability to carry out the terms of the contract based on its financial conditions and previous experience.

Coordination with Current Hauler. The applicant submitting the successful proposal shall coordinate its activities with those of the present hauler and the City to assure a smooth transition of operations.

Insurance. No contract shall be issued until the applicant files with the City Clerk, a current policy of public liability insurance, covering all vehicles used by the applicant in the sanitation business. The minimum limits of coverage of such insurance shall be:

Commercial General Liability

Each person \$1,000,000

Each accident \$1,000,000

Property Damage \$500,000

Automobile Coverage

Worker's Compensation with statutory limits on all employees.

Any insurance policy required under this section shall remain in full force and effect at all times that the collector is contracted by the City. The Hauler shall file a current certificate of insurance with the City during the full term of the contract and City of Dundas be named as additional insured. Such policies shall contain a provision requiring the City be notified at least thirty (30) days prior to the expiration or cancellation of any insurance policy. The Hauler shall file a copy of such policies with the City Clerk. Failure to carry the required insurance shall be grounds for cancellation of the contract with the City.

The Hauler agrees to take all precautions to protect the public against damages and injury. To the fullest extent permitted by law, Hauler agrees to defend and indemnify City, and its officers, employees, and volunteers, from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of work under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Hauler, Hauler's subcontractor(s), or anyone directly or indirectly employed or hired by Hauler or anyone for whose acts Hauler may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of City and its officers, employees, or volunteers, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

Equipment of Hauler. The City of Dundas would like to know the type and size of all vehicles that are proposed to be used for curbside collection. Every solid waste collection vehicle shall be lettered on the outside so as to identify the Hauler. Every vehicle used for hauling garbage shall be leak-proof, durable and of easily cleanable construction. Every vehicle shall be maintained in good repair, kept clean and as free

from offensive odors as possible and not be allowed to stand in any street longer than reasonable necessary to collect garbage or refuse.

Evaluation Criteria

The City intends to award the residential solid waste collection haulers contract to the hauler that the City believes to be the best for the City of Dundas. Rates alone will not be the sole determining factor.

Terms of Contract

The City intends to enter into a five-year contract with the selected Hauler.

The term of the contract shall be for a period of five (5) years commencing January 1, 2018 and ending December 31, 2022.

The Hauler may not assign this Agreement without prior written consent of the City.

Solid Waste Collection for Residential Refuse (non-dumpster)

The Hauler shall transport all solid waste collection within the City of Dundas to the Rice County Designated Landfill Site (which is currently Rice County Landfill) located near Dundas, Minnesota. The disposal of all solid waste collected by the hauler must comply with all Rice County, State of Minnesota, and Federal Laws and Regulations now in effect and as they may be amended during the term of this license.

The Hauler shall maintain landfill receipts from equipment, which carries exclusively Dundas residential and commercial (non-dumpster units) solid waste. Such receipts shall be made available for inspection of the City Clerk or an authorized representative.

The Hauler shall provide one pick up of solid waste per week. Residents shall put refuse at curbside no later than 8:00 a.m. on the day of pickup. Currently refuse is picked up on Thursdays.

In the event the City shuts off the water at the curb stop for a resident, that resident shall no longer be entitled to receive Solid Waste collection services and the City shall not pay the Hauler for service to that customer. City shall notify hauler when a resident is no longer entitled to receive solid waste collection services.

Refuse collection day by the Hauler shall take place between the hours of 7:00 a.m. to 7:00 p.m.

Hauler shall notify the City Clerk at least fifteen (15) days prior to any proposed changes in the schedule of pickup.

In the event that the Hauler shall fail to make a solid waste pickup at any particular residence, as required, the Hauler should do so within 24 hours after notification by the City.

Collections will not be required on the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. If the schedule on file in the City Clerk's office requires a collection on the

above days, the Hauler shall make the collection or pickup on the day following said holiday. Hauler must place notice of date change in local paper. The Hauler will provide its holiday schedule on pickup to the City.

Should the Hauler fail to collect solid waste due to bad weather, collection shall take place on the first day of suitable weather thereafter.

The accepted rates will be effective from date of signed contract and as outlined in contract.

The Hauler shall provide and pay for all public service information (i.e. radio, newspaper, flyers, telephone book advertisement) regarding collection dates, retail locations, special collection dates and a listed phone number for people to call Hauler for services.

The Hauler shall provide complete information about the weights of refuse hauled if the City so requests. This service shall be provided at no charge to the City.

Additional Solid Waste Collection

The Hauler shall provide service for the collection and disposal of solid waste from all City owned facilities, properties, parks and street containers, at no extra cost to the City of Dundas.

The Hauler shall provide extra dumpsters and solid waste collection for any City community festival upon notification from the City at no charge.

The Hauler shall identify any additional service(s) provided to the City and such service(s) will be considered in the review of the proposal.

Additional Service

The Hauler will provide the necessary recycling boxes and bi-weekly hauling services for the City's Youth Recycling Team Program at no charge. The Hauler will work with the designated City Staff on providing to the selected Youth Group and inservice and coordinate tours of the recycling center. The Hauler will pay the youth group \$ _____/ton for the collected paper and cardboard recycled.

Recycling pickup is regulated by Rice County and Hauler will correlate the schedule with the County as the same day as refuse collection. Such schedule will be provided to the City.

Collection Service Provisions

All residential collection service shall be conducted once a week. Any changes in the schedule shall be submitted in writing to the City Clerk.

The Hauler shall bear all costs involved in notifying customers of approved schedule changes.

The City reserves the right to improve any street or alley which may prevent the hauler from traveling its customary routes for collection. The Hauler shall contact the City Clerk prior to each construction season to determine areas of conflict and possible alternate routes or solutions.

Performance Standards and Operations

The Hauler shall immediately clean up any solid waste or recyclables dumped or spilled in collection or transporting.

Haulers employees shall handle all containers with reasonable care to avoid damage, replace containers in an upright position on the boulevard and dispose of any contents, which may have been spilled.

Whenever the City notifies the Hauler of a location which has not received scheduled service, the Hauler is required to service such location no later than the following working day from the time of the complaint. All complaints shall be answered promptly and courteously. A record of all complaints and actions taken shall be kept by the Hauler and provided to the City upon demand.

Laws, Rules and Regulations

The Hauler will comply with all laws, rules, regulations and the ordinances of the City of Dundas, County of Rice, State of Minnesota and the United States of America relating to the collection and transportation of and dumping of solid waste materials.

Independent Hauler

It is expressly understood and agreed that the Hauler is an independent Hauler.

All Proposals must be returned to the City of Dundas, 216 Railway Street North, P.O. Box 70, Dundas, MN 55019-0070, no later than Monday, September 18, 2017, by 4:30 p.m. Any proposals received after that time will not be considered and will be returned.

