

CITY OF CHISHOLM

Request for Proposal

REFUSE COLLECTION SERVICES

NOVEMBER, 2012

City of Chisholm
316 West Lake Street
Chisholm, MN 55719

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REQUEST FOR PROPOSAL

REFUSE COLLECTION SERVICES

The City of Chisholm is requesting proposals for the City's refuse materials collection services. Any questions regarding the proposal should be directed to Administrator Mark Casey 218-254-7900.

Request for Proposals must be submitted to Chisholm City Hall, 316 West Lake Street, Chisholm, MN 55719, no later than 3:00 p.m. December 17, 2012.

INTRODUCTION

This Request for Proposal (RFP) defines the service standards, specifications, and proposal requirements of the refuse collection program for the City of Chisholm, County of Saint Louis, Minnesota. The City seeks to enter into a contract with a company that has the resources and ability to provide collection services for the City.

The City encourages Proposers to submit their best proposal possible. The requirements within this RFP may be altered by Proposers if proposals explicitly describe the change, rationale, and price implications. The preferred time frame for services shall begin on or as close to March 1, 2013, as possible, and terminate at the will of the City on or by December 31, 2017. Contractor may propose an alternate services start date to begin not later than June 1, 2013.

The RFP does not obligate the City to accept a proposal. The City reserves the right to cancel this solicitation if it is considered to be in the City's best interest. The City reserves the right to reject any or all proposals or parts of proposals, or to accept part or all of the proposals on the basis of consideration other than the lowest cost.

The applicant who is awarded the contract shall be required to coordinate its activities with those of the present hauler to assure a successful transition of operations and services.

All collection services are from dwelling units as described elsewhere in this document at both curbside and alley locations.

The total number of residential and commercial dwelling units listed in our utility billing system, as of July 2012, is approximately 2,000.

A. GENERAL DESCRIPTION OF SERVICE

1. The Contractor shall supply all equipment, labor, containers, and materials necessary to complete collection, hauling, and disposal of all refuse, garbage, and rubbish materials from all residential properties consisting of three or fewer dwelling units.
2. Refuse: A collection of solid waste program is imposed for each single-family dwelling, each two-family dwelling, each three-family dwelling, each townhouse and each condominium. Multi-unit dwellings may exercise the option to contract or otherwise obtain refuse services from the City. Contractor shall make collection at every residence within the corporate limits of the City of Chisholm at least once in each calendar week. All refuse shall be collected from City dwelling units and all City-owned sites including but

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not limited to City Hall, Fire Station, Library, Police Department, Public Works Department, City parks, and City receptacles along the Central Business District.

3. Yard Waste: Residents may deliver yard waste to the compost site located just to the north of the cemetery. The City requires that yard waste be separated from other household refuse material for such purpose.

B. TERM OF CONTRACT

1. The City is seeking a proposal for contract that is five (5) years in duration, commencing January 1, 2013 (an alternate date may be proposed).
2. The City and Contractor may agree to extend the term of Contract for an unspecified period of time beyond the original termination date, upon such terms and conditions as the parties shall mutually agree.
3. The City may terminate the Contract on 60 days written notice to Contractor for failure of the Contractor to carry out and perform the work specified herein to the satisfaction of the City and the City reserves the unqualified right to make such determination.
4. The Contract shall terminate, and neither party nor the officers of the City shall be liable for further performance after the termination, if the Contract becomes invalid due to any present or future law other than an ordinance of the City.

C. DEFINITION OF TERMS

1. City. Means the City of Chisholm, Minnesota.
2. Collection Service. Collection Service is the process in collection and transportation of refuse in the City at residential dwelling units and Community Wastes within the corporate limits of the City and the transportation to a City designated facility.
3. Community Wastes. The refuse of the City of Chisholm. This means City-owned sites included but not limited to City Hall, City Parks, City receptacles in the Central Business District, Library, Fire Station, Police Department, and Public Works Department.
4. Contract. The legal agreement executed between the City and the Contractor. The Contract shall include, but not be limited to, this RFP document, RFP addenda, the successful proposal, and any written clarifications or modifications that would become part of the final Contract.
5. Contractor. The party or parties contracting to perform the work to be done under these specifications or to the legal representative of such party or parties. Contractor is the same thing as the Proposer.
6. Day-Certain Collection. Day-Certain Collection is a City approved plan for regular collection service by an established day-certain schedule. This schedule requires that a route shall be collected on the same day of each week and is based on a five (5) day,

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Monday through Friday, work week. The only exceptions to the "day-certain" plan shall be during those weeks in which legal holidays, recognized in Contract, occur.

7. Dwelling Unit. A residential dwelling unit is a detached dwelling with a kitchen in buildings up to three units per structure. For the purposes of this document, duplexes and triplexes shall be included as dwelling units.
8. Disposal. Any Municipal Solid Waste (MSW) removed from a Chisholm facility under this Contract shall be disposed of into a facility designated by the City.
9. Electronic Waste. Defined in Minnesota Statutes and covers such items as television and computer monitors, computers, computer peripheral devices/printers/modems, fax machines, DVD players, video cassette records, other video playing devices, other small appliances with an electric cord, etc.
10. Garbage. Garbage is organic waste, including discarded material resulting from the handling, processing, storage, preparation, serving, and consumption of food.
11. Hazardous/Toxic Waste. Hazardous and/or toxic waste includes materials as defined by the U.S. Environmental Protection Agency (U.S. EPA) and the Minnesota Pollution Control Agency (MPCA), such as liquid paint, motor oils, batteries, poisons, pesticides, herbicides, acids, caustics, pathological wastes, radioactive materials, flammable or explosive materials, and similar harmful chemicals and wastes. Hazardous/toxic wastes require special handling and shall be disposed of in a manner as specified by Minnesota Statutes and Saint Louis County ordinances and policies to protect the environment and ensure health and safety of the public and collection crew.
12. Major Appliances. Household appliances including items such as refrigerators, freezers, ranges and stoves, dishwashers, clothes washers and dryers, water heaters, trash compactors, conventional and microwave ovens, garbage disposals, residential furnaces, air conditioners and dehumidifiers.
13. Prohibited Waste. Waste materials that are prohibited from disposal in with mixed trash or that may be hazardous, toxic, or otherwise harmful to the environment, collection crew safety, or resource recovery system as defined by State Statutes and/or County policies. Such prohibited waste items shall be itemized and explicitly excluded from the definition of regular trash collection service in the proposed Contract.
14. Recyclables. Recyclables are reusable or reprocessable materials approved and agreed to by the parties hereto. Recyclables may include such items as newspaper, corrugated and ledger paper, magazines, catalogues, junk mail, phone books, plastic containers with a neck, glass, tin cans, aluminum, and other metal goods. Recyclables specifically exclude refuse and compost.
15. Refuse. Refuse is putrescible and non-putrescible solid waste from residences including garbage and rubbish and specifically excluding compost, recyclables, and toxic and hazardous waste. Refuse further excludes industrial, commercial, agricultural, and construction garbage or rubbish and wastes.

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16. Rubbish. Rubbish is inorganic solid waste, including ashes, consisting of combustible and noncombustible waste, such as wood, bedding, crockery, and other non-reusable waste. Rubbish also includes non-recyclable types of glass, cardboard, and metal cans.
17. Special Collection. Special on-call collection services as requested by residents to the Contractor for extra collection of bulky items. Bulky items include large, bulky household items that do not require special processing. May include items such as carpeting and padding, mattresses, chairs, couches, tables, wheels/rims/tires, windows/doors, and plumbing fixtures such as sinks, toilets, etc.
18. Unacceptable Waste. Unacceptable waste is non-hazardous waste that the landfill or disposal facility, under its policies, will not permit to be deposited in its facility.
19. Value-Added Service. A value-added service is a proposed service that is directly responsive to the base requirements in this RFP, but goes beyond the minimum specified services such that there is an added value to residents or the City in implementation/management/administration of the proposed Contract.
20. Walk-up Service. Service option offered by the Contractor to any customer for an extra fee payable directly to the Contractor. In subscribing to this service, the household chooses not to move collection service to the curb/alley for collection, but rather places it in such a way that the Contractor collects it from another area of the property (outside a building, unless a waiver is signed).
21. Yard Waste. All organic plant material that can be composted including leaves, grass clippings, soft garden waste, and brush and branches up to three (3) inches in diameter and four (4) feet in length provided they are bundled with twine or other compostable material. Yard waste also includes Christmas trees but does not include wreaths or other materials containing metal, ornaments, etc.
22. Yard Waste Collection. Residents may deliver yard waste to the compost site provided by the City located near the cemetery. The City requires that yard waste be separated from other household refuse material for such purpose.

D. REFUSE COLLECTION SERVICE

1. Description.

a. Refuse Collection Service shall include the collection of all household refuse from dwelling units in the City. This also includes all community waste.

b. Refuse collection service **shall not include** the collection of: bulky items; electronic waste; hazardous/toxic wastes; major appliances; prohibited waste; recyclables; unacceptable waste; yard waste; problem materials such as batteries, tires, construction material, motor oils, and paint in liquid form; white goods and CRT's; yard waste, limbs, brush, and other such items; animal waste and solid waste materials resulting from industrial, commercial, and agricultural operations, and from community activities; earthen fill, boulders, rock, and other materials normally handled in construction operations; solids or dissolved material in domestic sewage or other significant pollutants

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in waste water effluent; dissolved materials in irrigation return flows, or other common water pollutants.

2. Containers. Containers must be placed in rust-resistant, water-tight, non-absorbent, washable containers with lids. Containers shall be properly covered at all times except when depositing solid waste therein or removing the contents thereof. The containers shall have handles, or other suitable lifting devices or attachments. Containers shall be of a type originally manufactured for residential solid waste. Galvanized metal containers, rubber, fiberglass or plastic containers which do not become brittle in cold weather may be used. Disposable solid waste containers may also be used subject to all applicable rules and regulations.

Dwelling units shall have their container located at the boulevard adjoining the curb for street collection on or before 6:00 a.m. on the designated day of collection. For alley collection, the container shall be placed on one side of the alley only.

Regular refuse service is limited to either two ninety (90) gallon covered containers or the equivalent in securely tied plastic bags per week. Containers can not be heavier than sixty (60) pounds.

The Contractor must collect all refuse contained in approved containers. If the container is not an approved container, or exceeds seventy five (75) pounds in weight, it may be tagged by the Contractor. Container tags will be provided by the Contractor to the City. The Contractor must continue to pick up refuse so contained for a period of two weeks after notification to the resident. If after two weeks the solid waste is still being set out in an unapproved container or in excess of the weight limit, the Contractor may discontinue service until the condition is corrected. The Contractor shall not be required to empty a container which weighs in excess of seventy five (75) pounds. The Contractor and City acknowledge that with once per week solid waste service, the amount to be collected at any one residence will fluctuate from time-to-time. If there is an occasional additional container, the Contractor will collect the additional solid waste. The Contractor shall notify the City of any discontinuance of service.

The Contractor shall take reasonable care to prevent damage to residential containers during collection. The Contractor shall repair or provide sanitized replacements for containers. Requests for either replacement or repair of existing containers shall be handled within five business days after the request is received by the Contractor.

The Contractor will make available for sale to residential customers additional containers, sixty-five (65) and ninety (90) gallon refuse containers. Customers are to contact Contractor directly for the purchase of containers. There shall be no charge to the residents to remove a container (without replacement) from a property at any time during the Contract.

The Contractor, if determined by both parties, shall furnish the City Hall Building, Public Works Garage, and Fire Station of the City of Chisholm with large metal box containers for solid waste. These containers must be emptied at least once per week.

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3. Location. Dwelling units shall have their container located at the boulevard adjoining the curb for street collection on or before 6:00 a.m. on the designated day of collection. For alley collection, the container shall be placed on the north side of the alley only. Occupant of dwelling shall place the refuse and recycling containers adjacent to a traveled street or alley not more than six (6) feet from the curb or edge of the road or alley.

The Contractor must empty the City-owned containers located on Lake Street and all City owned Parks.

Contractor shall replace all non-disposable containers at the collection point, or on a rack if furnished, in an upright position with the cover placed on the container.

4. Frequency. Each dwelling unit shall have its refuse collected a minimum of once per week. Day-Certain Collection is a City approved plan for regular collection service by an established day-certain schedule. This schedule requires that a route shall be collected on the same day of each week and is based on a five (5) day, Monday through Friday, work week. The only exceptions to the "day-certain" plan shall be during those weeks in which legal holidays, recognized in Contract, occur.

The City and the Contractor shall work together to provide educational material on City website, in City newsletters, or other means of providing data.

F. YARD WASTE COLLECTION SERVICE

1. Description. Residents may deliver yard waste to the compost site provided by the City. The City requires that yard waste be separated from other household refuse material for such purpose.

G. SERVICE SCHEDULE

1. Hours. The Contractor shall perform all Refuse Collection Services between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, except when an emergency exists, at which time the Contractor shall notify the City of such emergency. Any change in the time schedule requires written approval of the City Administrator.
2. Collection Days. The Contractor shall provide Day-Certain Collection. Unless otherwise agreed to by the parties, Collection Services shall be Monday through Friday. The Contractor and City acknowledge that it may be necessary, from time-to-time, to make changes in the schedule and route.
 - a. The Contractor may request a change in the day of pickup by requesting such change in writing to the City at least thirty (30) days from the proposed date the requested change is to take affect. A change shall be effective only upon authorization from the City and 30 day notice to the resident.
 - b. The Contractor shall bear all costs involved in notifying residents of approved schedule changes.

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3. Holidays. The Contractor shall not be required to collect refuse or recyclables on the following holidays:

- a. New Year's Day (January 1)
- b. Memorial Day
- c. Independence Day (July 4)
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day (December 25)

When a holiday falls on a regular collection day, the collection shall be made one (1) day later.

4. Street Improvements. The City, County, and State reserve the right to improve any street, alley, or sidewalk which may prevent the Contractor from traveling its accustomed route or routes for collection within reason. No additional compensation shall be made for interference. The Contractor shall be responsible for contacting City Public Works Department prior to each construction season to determine areas of conflict and possible alternate routes or solutions. The Contractor shall work with the City to maintain regular or modified service during any street reconstruction project.

H. CONTRACTOR COLLECTION EQUIPMENT & PERSONNEL

1. Licenses and Permits. All collection vehicles used in performance of the Contract shall be duly licensed and inspected by the State of Minnesota and shall operate within the weight allowed by Minnesota statutes. The Contractor shall obtain all pertinent licenses from the City, County and State.
2. Vehicle and Equipment Requirements. The Contractor is invited to present as part of its proposal the use of alternative fuel and other environmental (green) vehicle and equipment options. The Contractor shall provide a sufficient number of collection vehicles to perform the collection in an efficient and timely manner. All vehicles shall be maintained in proper working order, prevent leaky seals and hydraulics, and be as clean and free from odors as possible. All vehicles shall be clearly identified on both sides with Contractor's name on both sides of the vehicle.

Each collection vehicle shall be equipped with the following:

- a. Two-way communications device.
- b. First aid kit.
- c. An approved Dry Chemical Fire Extinguisher.
- d. Warning flashers.
- e. Warning alarms to indicate movement in reverse.
- f. Sign on the rear of the vehicle which states "This Vehicle Makes Frequent Stops" or similar language.
- g. A broom and shovel for cleaning up spills.

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The location of all vehicles used by the Contractor in the performance of any Contract that are kept within the confines of the City overnight shall be approved in advance by the City.

3. Clean and Sanitary Condition. The Contractor shall make all collections with vehicles so constructed that their contents shall not leak, blow away, or spill therefrom. Such vehicles shall be kept clean and as free from all offensive odors and insects as possible and shall not be allowed to stand in any street, alley, or other place longer than is reasonably necessary for collections. All vehicles and equipment used in the performance of this Contract shall be maintained in good operating condition and in a clean, sanitary condition. Generally, this shall mean washed and painted regularly. The City reserves the right to require more frequent cleaning of vehicles.

I. CONTRACTOR COLLECTION PERSONNEL

1. Required Personnel. The Contractor shall provide necessary personnel and equipment to fulfill the requirements and specifications of the services described in this RFP. Contractor shall include the cost for providing a supervisor and customer service representatives to address all problems as they arise, interface directly with customers, and have direct communication with City staff, the Contractor customer service staff, and route drivers. The supervisor shall meet or communicate with City staff as necessary. This supervisor shall have a separate vehicle with contact information clearly printed on the vehicle. The supervisor shall also be involved in scheduled meetings with the City as City needs dictate.
2. Spills. The Contractor shall report all hydraulic fluid spills and leaks to the City immediately. If the Public Works office is closed, spills shall be reported to the Fire Department (911). Contractor is responsible to clean up spills. Reporting to the City all spills and leaks does not replace the state requirement to report spills to the Minnesota Duty Officer.
3. Customer Service. Contractor personnel shall be trained both in program operations and in customer service and ensure that all personnel maintain a positive attitude with the public and in the work place and shall:
 - a. Conduct themselves at all times in a courteous manner and use no loud, abusive or profane language.
 - b. Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
 - c. Be clean and presentable in appearance, as far as possible.
 - d. Wear a uniform and employee identification badge or name tag.
 - e. Drive in a safe and considerate manner.
 - f. Manage containers in a careful manner, by picking them up, emptying their contents into the collection vehicle, and placing – not throwing or sliding – the container back to its designated location so as to avoid spillage and littering or damage to the container.
 - g. Monitor for any spillage and be responsible for cleaning up any litter or breakage. Contractor shall be responsible for removing spilled solid waste from any property, public or private, within two hours of receipt of notice. City will give notice by telephone. If the Contractor fails to respond within the time limit specified, the City may remove the

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material and deduct the cost of removal from the monthly payment due under this Contract.

h. Avoid damage to property.

4. Unauthorized Activity. The Contractor employees shall not collect or scavenge through recycling or other materials in any manner that interferes with the contracted services. The Contractor shall immediately report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.
5. Protecting Utilities. The Contractor shall be obligated to protect all public and private utilities whether occupying streets, alleys, or public or private property. If such utilities are damaged by reason of the Contractor operations, under the executed Contract, Contractor shall repair or replace same promptly.
6. Damage to Property. The Contractor shall take all necessary precautions to protect public and private property. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, refuse containers or recycling containers, which are damaged by the Contractor.

Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent value at the time of the damage. If the Contractor fails to address the repair or replacement damaged property within forty-eight (48) hours, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably incurred expenses. The Contractor shall reimburse the City for any such expenses within ten (10) days of receipt of the City's invoice.

The Contractor shall notify the City of any trees or limbs that are low hanging and may hinder their operations. The Contractor shall be responsible for damage to any trees and limbs not reported to the City.

J. CONTRACTOR CUSTOMER SERVICE

1. Basic Service Requirements. The Contractor shall provide management procedures for handling inquiries and complaints and procedures. The Contractor shall provide system capability and/or procedures to ensure timely accessibility of information by City. The Contractor shall indicate if the system is used company-wide or for select jurisdictions (listing which jurisdictions).
2. Staffing. The Contractor shall provide full time oversight of the City's collection, and shall administer its obligations to provide quality service to customers of City. The Contractor shall maintain an office equipped with telephones, computers with email, and be staffed with sufficient personnel to effectively handle complaints, inquiries, and/or receive instructions. The office shall be staffed at a minimum, Monday through Friday, except for the legal holidays as specified previously. All phone calls shall be returned by a live person during office hours, from 8:00 a.m. to 5:00 p.m., with overflow calls going into a voicemail answering system. A voicemail system or answering service shall be operative during all non-office hours. Customer service staff shall be accessible via email during

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office hours and the system shall receive email during non-office hours for review and response during office hours.

3. Responding to Customer Calls. The Contractor shall receive customer service inquiries, complaints, special needs, special pickups, and other issues by phone or email, and record them in an electronic database for means of tracking, recording, mapping, and reporting for quality control/quality assurance purposes.

The customer service program shall be set up to maximize the number of calls being handled by a live person and minimize the calls into voicemail. The Contractor shall address all voicemail and email correspondence with a return call or email to the City customer promptly.

- K. EMERGENCY OR DISASTER SERVICES. The Contractor shall provide upon request of the City any additional collections (materials or times) requested and reasonably necessary during a declared emergency in the City. The cost of this service shall be mutually negotiated between the Contractor and City. The Contractor shall have a Contractor Business Continuity Plan or similar plan to ensure delivery of collection service to City customers.

- L. REPORTING REQUIREMENTS

1. The Contractor shall create, collect, and maintain all records required by the federal, state, and local governments regarding waste management services, and other records as specified below:

- a. The Contractor will provide the City a monthly and annual report containing the following information: (a) the quantity by weight of material collected during the month, and (b) the weekly number of participating households. The weight report may be based on reasonable percentage estimates of each type of material using actual total weight as a base. The actual participating household count will be compiled utilizing a counter or hand notation technique. Estimates of participation will not be accepted. If additional reporting requirements are mandated, the Contractor agrees to provide any additionally required information.

- b. Annual reports to the City shall be due by January 20th of each calendar year for solid waste and other materials and items collected by the Contractor during the preceding calendar year.

- c. The Contractor shall provide the City with an annual report of activities, feedback, suggested improvements, and other opportunities for the remaining years of the current Contract.

- M. PAYMENT & BILLING FOR SERVICES

1. Contractor Billing to City. During the period of any Contract, the City shall compensate the Contractor for Collection of Refuse materials upon the basis of the total utility bills sent out monthly with a guarantee of one thousand and five hundred (1500) Dwelling Units serviceable.

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2. Monthly Refuse Rate shall mean the monthly per home rate charged by the Contractor for costs attributable to refuse collection services.
 4. Contractor Responsibility. The Contractor shall be responsible for collecting and remitting all state and county taxes. The Contractor shall be responsible for payment of all disposal facility tipping fees.
 5. Number of Dwelling Units. Periodic additions or deductions in the number of Dwelling Units collected shall be subject to verification and agreement between the City and the Contractor. Such adjustments may not be made more often than once per month.
 6. Monthly Payment. During the period of the Contract, the City shall pay to the contractor, on or before the 30th of each month, for Refuse Material Collection performed by the Contractor during the preceding calendar month.
- N. LIABILITY INSURANCE. The Contractor shall, at all times during the term of this Contract, procure and maintain comprehensive general liability insurance and shall also procure and maintain fleet/auto/truck liability insurance on every vehicle used to perform services under this agreement. This insurance shall cover claims for bodily injuries, wrongful death, and property damage occurring as a result of the insured's Contractors performance of their duties under this contract. Such insurance shall afford coverage to a limit of not less than One Million and 00/100ths (\$1,000,000.00) with respect to injuries or death to a single person, and a limit of not less than Two Million and 00/100ths (\$2,000,000.00) with respect to any one accident or occurrence. Such insurance shall further afford coverage to a limit of not less than One Million and 00/100ths (\$1,000,000.00) with respect to property damage resulting from any one occurrence. Such insurance as required by this section shall not limit the amount of coverage afforded within any policy period. The City shall be named as an additional insured on all such policies of insurance. Certificates of Insurance for all such coverage, together with payment of the premiums thereon, shall be delivered to the City Clerk before the commencement date of the term of this agreement, and Certificates of Insurance for all renewal policies, together with proof of payment of the premiums thereon, shall be delivered to the City at least ten (10) days before the expiration date of the policy then in force.
- O. WORKER'S COMPENSATION INSURANCE. The Contractor shall at all times during the term of this Contract maintain, at the Contractors' expense, as required by the laws of the State of Minnesota relating to Worker's Compensation Insurance, Worker's Compensation Insurance policies, and shall defend and indemnify the City against all liability from any cause that may arise by reasons of injury of any employee of any Contractor who may be injured while performing work under the provisions of this agreement. Certificates of Insurance from the insurance companies shall be provided to the City Clerk prior to the commencement of this agreement, and at least ten (10) days prior to all subsequent renewals.
- P. REFUSE HAULERS LICENSE. The Contractor shall at all times during the term of this Contract maintain, at the Contractors' expense, as required by the City, a refuse hauler license for each truck entering City limits to collect refuse.

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Q. PERFORMANCE OF CONTRACT

1. Supply Necessary Items. The Contractor shall supply all labor, material, and equipment necessary for the carrying out of this Contract.
2. No Claims. The Contractor agrees to pay all persons doing work or furnishing skill, tools, machinery, or materials or insurance premiums or equipment or supplies and all just claims for such work, material, equipment, insurance, and supplies in and about the performance of this Contract.
3. Indemnification. The Contractor further agrees to take all precautions to protect the public against injury and to defend and indemnify the City against all damages and claims of damages that may arise by reason of any negligence of Contractor, agents, or employees while engaged in the performance of this Contract, and shall defend and indemnify the City against all claims, liens, expenses, and claims for liens, for work, tools, machinery, materials, or insurance premiums or equipment or supplies, and against all loss by reason of the failure of the Contractor in any respect to fully perform all obligations of this Contract.

R. INDEMNIFICATION. The Contractor shall defend and indemnify the City, its officers, agents, representatives and/or employees against all claims, damages, losses, costs or expenses, including reasonable attorney fees, which may be asserted against the City or for which it may be held liable, to the extent resulting from the negligence or willful misconduct of the Contractor, its employees, agents, representatives, or subcontractors, in the performance of the Contract.

S. TERMINATION. The City shall have the right to terminate any Contract in the event of breach thereof by the Contractor, and continuing breach shall not be deemed to be waived because it was not followed by prompt termination.

T. FINANCIAL GUARANTEE. Any Contract shall not be in effect until the Contractor has provided a cashier's check, certified check, performance bond, or other financial guarantee acceptable to the City Attorney in an amount equal to \$50,000. Said financial guarantee shall secure the faithful performance of any Contract by said Contractor. The Contract shall be subject to termination by the City at any time said financial guarantee does not remain in full force.

U. NON-DISCRIMINATORY PRACTICES. The provisions of Minn. Stat. Section 181.59 which relates to civil rights and discrimination shall be a part of this Contract as if fully set forth herein.

V. SUCCESSORS & ASSIGNS. The Contractor binds itself jointly and severally, his successors, executors, administrators, and assigns to the City in respect to all covenants of a Contract, except that the Contractor shall not assign or transfer any part of its interest in a Contract, or sublet as a whole, nor shall the Contractor assign any monies due, or to become due, without the City's written consent.

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W. WHOLE CONTRACT

1. Any Contract embodies the entire RFP and all attachments and addendum as part of the Contract between the parties including all prior understandings may not be modified except in writing signed by all parties.
2. No assignment or subletting of this Contract shall be permitted without the express written consent of the City. The Contractor shall be held responsible for full and faithful performance of this Contract.
3. The City reserves the right to interpret the RFP to the benefit of the City.

- X. PUBLIC INFORMATION & EDUCATION. Periodically the City will provide to the public information that contains recycling, refuse and yard waste information. The City website also provides recycling, refuse, and yard waste details such as a list of acceptable and unacceptable materials as well as proper procedures and instructions. Contractor shall provide examples of public education tools that can be utilized by the City. All public information distributed to the residents shall be first approved by the City.

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ATTACHMENT A

CHARGES FOR ADDITIONAL ITEMS

<u>Item</u>	<u>Charge per item</u>
Air compressor	_____
Air conditioners	_____
Appliances (washers, dryers, stoves, dishwashers, hot water heaters, softeners, etc.)	_____
Auto car seat (single)	_____
Auto car seat (bench)	_____
Bathtub	_____
Carpet and/or pad	_____
Cement Laundry Tub	_____
Chair (recliner style)	_____
Couch	_____
Freezer	_____
Hide-a-bed	_____
Lawnmower (drained)	_____
Mattress or box spring	_____
Refrigerator	_____
Snow blower (drained)	_____
Tires - car (off rim)	_____
Tires - truck (off rim)	_____
Toilet	_____
Other	_____

Additional items and service rates to be negotiated between Contractor and resident.

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ATTACHMENT B

STATEMENT OF CONTRACTOR QUALIFICATIONS

Instructions: Please attach additional pages as may be necessary to properly respond to each of the following questions.

1. General Contact Information

Name of Company Proposing: _____

Address: _____

Telephone: _____

Name of contact person: _____

Type of organization (e.g., corporation, joint venture, partnership, individual): _____

References: Please provide on separate pages collection references (provide municipality, capacity [number of households per day], contract structure between the organization and the municipality(ies) or public agency being serviced, type and frequency of service provided, number of years with contracts for each, etc.).

2. Business Information

Within the past five (5) years, has the Company submitting this proposal failed to complete a contract?

Yes ___ No ___

If so, state name of parties to the contract, the date of the contract and the reason for noncompletion. If a bond was posted, state the contact information for the bond company.

Within the past five (5) years has the Company submitting this proposal or any facility or property owned or operated by this Company failed to perform any of its contract obligations with any municipality, county, or other public entity? Yes ___ No ___

If so, state the nature of the failure.

With what other lines of business are you or your company directly or indirectly affiliated?

Describe the nature of your current business:

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State the length of time you have been in business under your present name:

Within the last five (5) years, has the Company submitting this Proposal, or any facility or property owned or operated by your Company, ever been the subject of administrative or judicial action for alleged violation of the conditions of a permit issued by a governmental entity; or alleged violations of environmental, zoning, or public health laws or regulations? If so, state the details and disposition.

Has the Company submitting this proposal or any of its subsidiaries been a party to any lawsuits within the last five (5) years that may affect its ability to perform the obligations described in the Proposal? If so, list these lawsuits:

List names and business address of all individuals financially associated with the Company that is submitting this Proposal:

3. Automated Collection Equipment

Is your Company able to provide automated refuse collection? Yes ___ No ___

If not, will you be able to provide automated collection at some time in the future? Yes ___ No ___

What percent of your collection truck fleet is equipped with automatic collection devices? ___percent

4. Impacts on Roads

Please describe your plans for reducing impacts on roads and streets and means to comply with road weight restrictions:

5. Pollution Reduction and Environmentally Sustainable Initiatives

Please describe your plans for pollution reduction and environmentally sustainable initiatives:

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6. Public Education and Service to Residents

Does your Company use "education tags" that are left by your collection crews at the time material is left behind? Yes ___ No ___

If yes, please attach an example of one such education tag from another community. Please describe other directly relevant public education efforts you have used successfully in the past:

If awarded the Contract, please describe your plans for additional public education efforts:

7. Public Service at Community Events

Please describe your past experience with providing refuse and/or recycling services at other community events (e.g., fairs, parades, etc.):

If awarded the Contract, please describe your plans and time frame for implementing your service and community events:

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Chisholm in verification of the recitals comprising this Statement of Contractor Qualifications.

Signature of person duly authorized to sign submittal on behalf of the proposer:

Authorized Signature

Date

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ATTACHMENT C

PROPOSAL FORM

Five (5) Year Contract Proposal

Please submit monthly refuse collection rates below and indicate the monthly rates for residential customers. There are approximately 2000 regular residential customers and 200 commercial customers.

Please outline each monthly rate proposal for the years as follows:

- Year 1 (_____ 1, 2013, to December 31, 2013)
- Year 2 (January 1, 2014, to December 31, 2014)
- Year 3 (January 1, 2015, to December 31, 2015)
- Year 4 (January 1, 2016, to December 31, 2016)
- Year 5 (January 1, 2017, to December 31, 2017)

Monthly Refuse Rate per Household

	Year 1	Year 2	Year 3	Year 4	Year 5
Residential Regular	_____	_____	_____	_____	_____
Residential Senior	_____	_____	_____	_____	_____
Commercial	_____	_____	_____	_____	_____

Please attached detail for each figure above.

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PROPOSAL CONTENT CHECKLIST

Please submit these completed documents by the due date:

1. Attachment A Charges for Additional Items.
2. Attachment B Statement of Contractor Qualifications.
3. Attachment C Proposal Form.
4. Signature Page.

Any Proposal must be submitted in a 9" x 12" or larger envelope with the OFFICIAL PROPOSAL form attached. Proposers must include three (3) bound printed copies, one (1) unbound printed copy, and one electronic copy of the Proposal on a compact disk (CD) inside the sealed envelope.

Please submit proposal using this OFFICIAL PROPOSAL form as cover for the proposal.

OFFICIAL PROPOSAL

CITY OF CHISHOLM REFUSE REQUEST FOR PROPOSAL

DUE DATE: Monday December 17, 2012, no later than 3:00 p.m.

PROPOSALS WILL ONLY BE ACCEPTED AT:

CHISHOLM CITY HALL
316 WEST LAKE STREET
CHISHOLM, MN 55719

PROPOSAL SUBMITTED BY:

Firm name: _____

Mailing address: _____

City/State/Zip: _____

Official contact and phone number: _____

RECEIPT OF PROPOSAL

Received: _____
Date Time By Whom

CHISHOLM REFUSE RFP

CITY OF CHISHOLM

REQUEST FOR PROPOSAL FOR REFUSE COLLECTION SERVICES

Notice is hereby given that the City of Chisholm will be accepting proposals for a municipal refuse collection contract for all residential and designate commercial properties located within the City.

Specifications and other information necessary to submit a proposal may be obtained at Chisholm City Hall, 316 West Lake Street Chisholm MN or by writing to the same address. The Request for Proposal is available on the City's website ww.ci.chisholm.mn.us.

Each proposal shall be delivered to Chisholm City Hall no later than 3 p.m. on Monday December 17, 2012.

Mark Casey
Administrator
City of Chisholm Minnesota

