

**CITY OF MAYER
CITY COUNCIL WORKSHOP MEETING
CITY COUNCIL CHAMBERS
MONDAY, FEBRUARY 10, 2020
AFTER REGULARLY SCHEDULED CITY COUNCIL MEETING**

1. Call Meeting to Order
2. RFP – Residential Refuse Collection Services
3. Adjournment

Request for Proposal

City of Mayer



Sanitation Services

The City of Mayer is soliciting sealed proposals for the Residential Solid Waste and Recycling Services

(This is a request for proposals, not a competitive bidding process)

Issued By: City of Mayer
413 Bluejay Avenue
Mayer, MN 55360

Issue Date: February 11, 2020
Deliver To: Margaret McCallum, City Administrator
Respond By: Wednesday, March 11, 2020
Late proposals will not be accepted

Questions to: Margaret McCallum
Margaret.McCallum@CityofMayer.com

APPLICANTS. Must hold a current refuse hauler license from **Carver County**.

GENERAL CONDITIONS. The City of Mayer has reserved the right to contract a solid waste hauler who does not submit the lowest proposal.

APPLICATION FORM. All applications shall be made on forms provided by the City Administrator. Applications submitted on forms other than those issued to the applicant may be rejected. Each applicant will be provide a map of the City.

REJECTION OF APPLICATIONS. Applications may be rejected if they show any alterations of any form, additions not called for, conditional proposals not requested, or irregularities of any kind.

QUALIFICATIONS OF APPLICANTS. No contract will be issued to any applicant who cannot give satisfactory assurances as to its ability to carry out the terms of the license based on its financial condition and previous experience.

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

1. Each person injured, at least \$1,000,000
2. Each accident, at least \$3,000,000
3. Property damage, at least \$300,000
4. Worker's compensation with statutory limits on all employees.

Any insurance policy required under this Section shall remain in full force and in effect at all times that the collector is licensed by the City. All policies shall contain a provision requiring the City to be notified at least thirty (30) days prior to the expiration or cancellation of any insurance policy. Failure to carry the required insurance shall be grounds for termination of the collector's license. The hauler agrees to indemnify and hold harmless the City of Mayer by naming the City of Mayer as an additional insured on all policies.

Pursuant to Minnesota Statute Chapter 13, the hauler agrees to maintain and protect data on individuals received, or to which the hauler has access, according to the statutory provisions applicable to the data. No private or confidential data developed, maintained or reviewed by the hauler under this License agreement may be released to the public by the hauler or its employees or representatives. The hauler agrees to indemnify and save and hold the City, its agents and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act by the hauler or its agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of this License agreement.

PERFORMANCE BOND. A performance bond in the amount of \$15,000 may be requested of the hauler to assure the faithful discharge of this contract. Upon failure of the hauler to fulfill any of these provisions, the City shall be authorized to hire such personnel and equipment as may be necessary to do such work and the cost may be collected by recourse to the hauler's bond.

CONTRACTOR’S EQUIPMENT. All collection trucks shall be completely covered, leak proof, have a loading platform or chute and kept in neat and sanitary condition. The hauler shall make all collection of recyclable materials in vehicles so constructed that their contents will not spill. The hauler shall further conform to all laws and regulations of the City of Mayer, Carver County and the State of Minnesota relating to the sanitary collection and disposal of refuse and recyclable materials. The hauler will comply with the intent of Carver County Solid Waste Management Plan and the intent of the City of Mayer City Code regulating Refuse Haulers, the Collection and Disposal of Garbage, Refuse, Rubbish, and Similar materials within the City of Mayer. Copies of the Code are available from the City of Mayer, 413 Bluejay Avenue, Mayer, MN 55360.

BIDDING FOR SOLID WASTE AND RECYCABLE COLLECTION. The hauler shall be responsible for collection of its own customer billing charges without assistance from the City.

EVALUATION CRITERIA

The City intends to award the contract to the hauler that the City believes to be the best for the City of Mayer, when considering the entire application submitted by the applicant. Rates alone will not be the sole determining factor.

TERMS OF CONTRACT

- A. The term of the refuse collection contract shall be for a period of three (3) or five (5) years from the date of issuance, unless terminated earlier.
- B. The agreement shall automatically renew for additional one year periods unless cancelled by either of the parties upon written notice, at least 60 days prior to the anniversary date of the contract.
- C. 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 above within fourteen (14) days of occurrence.
- D. In the event of the non-fulfillment or unsatisfactory execution of this Agreement by either the hauler or the City of Mayer, the aggrieved party may terminate this Agreement, by giving the other party sixty (60) days written notice of the intent to terminate. The party giving notice to terminate this Contract shall specify in writing the breaches it feels have occurred. If the alleged breach has not been corrected at the end of the sixty (60) days notice period, the Contract shall automatically terminate. The waiver of any default by either party, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. Waiver of breach of any provisions of this Agreement shall not be construed to be modification for the terms of this Agreement unless stated to be such in writing and signed by authorized representatives of the City and the hauler.
- E. In the event there is a revision of Federal, State or local statutes, rules or other law, which might make services provided under the terms of this Agreement or any portion thereof

unlawful, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance of the new law. Refusal to negotiate within fourteen (14) days of a request, so as to bring this Agreement into compliance with the new law immediately (or within a reasonable time if immediate compliance is not possible) shall cause for termination of this agreement as of the date when the Agreement is out of date.

- F. Any violation of Federal, State or local laws, statutes, ordinances, rules or regulations, as well as loss of any applicable license or certification of the hauler shall constitute a material breach of this Agreement, whether or not intentional, and shall entitle the City to terminate this Agreement upon delivery of written notice of termination to the hauler. Notwithstanding any other provision of this Agreement, such termination shall be effective as of the date of such violation, failure or loss.
- G. Any alternation, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by the authorized representatives of the City or the Hauler.
- H. The provisions of this Agreement shall be deemed severable. If any part or effect of this agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of this Agreement unless the parts or parts, which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.
- I. This Agreement constitutes the entire Agreement between the parties and shall insure to the benefit of the parties, successors, executors, administrators, and assigns, and that no variance shall be permitted to this Contract unless the same be in writing and signed by all parties hereto.
- J. This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principals of conflict of laws. All proceedings related to this agreement shall be venued in the State of Minnesota,

SOLID WASTE COLLECTION

- A. At a minimum, the licensed hauler shall provide Residential customers with the following options of collection containers:
 - Thirty-two (32) gallon wheeled cart container; or
 - Sixty-four (64) gallon (or equivalent) wheeled cart container; or
 - Ninety-six (96) gallon (or equivalent) wheeled cart container.
- B. At a minimum, the licensed hauler shall provide Business/Commercial Customers with the following options of collection containters:
 - Sixty-four (64) gallon wheeled cart container; or
 - Ninety-six (96) gallon wheeled cart container; or
 - Two (2) yard; or

- Four (4) yard; or
 - Six (6) yard; or
 - Eight (8) yard.
- C. Solid waste collection shall not include toxic or hazardous waste.
- D. The hauler awarded the residential contract shall provide service as necessary for the collection and disposal of solid waste from all City owned facilities and/or properties at no cost to the City of Mayer or its facilities. The existing facilities include Mayer City Hall/Community Center, Public Works Building, Water Treatment Facility, Wastewater Treatment Facility and the Fire Station. The refuse hauler will be notified by the City of any other locations.
- E. The hauler awarded the residential contract shall provide collection for an annual City-Wide Clean-Up day. Dumpster
- F. The City of Mayer reserves the right to issue one contract for both residential and commercial services if it is in the best interest of the City.
- G. The customer shall place refuse containers at the curb on collection day, in a location easily accessible to motor vehicle pickup.
- H. Collection services for construction of demolition materials, toxic or hazard waste materials, white goods and other large items much be made between the hauler and the customer.

RECYCLING SERVICE

- A. Curbside recycling collection shall take place bi-weekly on the same day and during the same hours as solid waste collection. The hauler must provide recycling containers at no direct charge to all customers.
- B. Recycling collection will be from the curbside. At a minimum, collection must be for newspaper, junk mail, glass containers, plastic bottles, aluminum and steel cans, office paper products, magazines, cardboard, and any other materials that may be required by State law or Carver County Ordinance. If mutually agreed upon by the City and hauler, other materials may be added.
- C. The hauler shall provide for recycling services from all City owned facilities and/or property at no cost to the City of Mayer, including facilities listed above. The hauler shall not mix other types of refuse with the recyclables or take any action so as to make the recyclable materials unacceptable to the operators of the recycling center.

COLLECTION SERVICE PROVISIONS AND SCHEDULE

- A. All residential collection service, including recycling, shall be conducted once a week between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday. Any changes in

the schedule shall be submitted in writing to, and approved by, the City Council. The hauler shall bear all costs involved in notifying customers of approved schedule changes.

The hauler shall not make collections on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. The hauler shall inform customers of an alternative collection day being scheduled due to a holiday. The hauler shall bear all costs involved in notifying customers of collection schedule changes at least fourteen (14) days in advance of the holiday.

The hauler may request a change in route schedule by requesting such change in writing to the City Administrator. Any non-emergency route change shall be effective only upon authorization from the City Council, and at the hauler's expense, fourteen (14) days written notice to residents and published notice in the designated City newspaper.

- B. 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 Administrator prior to each construction season to determine areas of conflict and possible alternate routes or solutions.
- C. The hauler shall provide for solid waste collection and recycling for the City's annual community celebration (Mayer Rising Community Festival). Dumpsters and containers will also be furnished for [REDACTED].
- D. This RFP does not solicit landfill disposal services, and any proposal that includes services shall be rejected for failure to comply with this RFP.
- E. The collection of construction or demolition materials, toxic or hazardous waste materials, white goods including appliances or oversized materials (furniture), tires, etc. must be arranged directly between the hauler and customer.

PERFORMANCE STANDARDS AND OPERATIONS

- A. The hauler shall immediately clean up any solid waste or recyclables dumped or spilled in collection of transporting.
- B. Hauler's 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.
- C. Whenever a customer notifies the hauler of a location which has not received a 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.
- D. The contract between the City and hauler may not be assigned or transferred in whole or in part by the hauler unless the City Council gives its approval prior to any proposed assignment or transfer.

- E. The contract between the City and hauler may be terminated by the City Council upon occurrence of any of the following:
1. The hauler fails to comply with the provisions of the contract, or is in violation of any other City Ordinances, Carver County Ordinances, State or Federal laws or regulations.
 2. The City Council determines that the hauler's performance of refuse collection, hauling or disposal is unsatisfactory.
 3. Any proposed increase in rates for refuse collection is determined unsatisfactory by the City Council.

List your prices per month for the following container sizes. The price must include collection for waste, collection of recyclables, all taxes, any container charges, and all surcharges. (sizes are approximate):

32 Gallon Container: \$ _____

32 Gallon Container (Senior Rate): \$ _____

64 Gallon Container: \$ _____

96 Gallon Container: \$ _____

1.5 or 2 yard Dumpster: \$ _____

3 yard Dumpster: \$ _____

4 yard Dumpster: \$ _____

Please list your typical charges for other services that may be requested from time to time by your customers, including:

Oversized materials such as beds and furniture: \$ _____

Tires: Passenger: \$ _____ Truck: \$ _____

Appliances: \$ _____

Leaves and grass clippings: \$ _____

Other collection services (list): \$ _____

Organics (list): \$ _____

Please identify what primary equipment you will use to collect refuse and/or recyclables:

List all additional fees (increases) and amounts that will be added to the billing:

At what point will a Gas Surcharge be added:

Company: _____

Signature

Date

