

# REQUEST FOR PROPOSALS CITY OF DASSEL

## FOR RESIDENTIAL SOLID WASTE COLLECTION

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

### PROPOSAL REQUIREMENTS

**General Conditions.** The City of Dassel reserves the right to contract with a solid waste hauler who does not submit the lowest proposal. The City of Dassel 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 solid waste collection hauler selected by the City shall be required to comply with the requirements of the contract, request for proposal, and ordinance to fulfill the requirements thereof. The required Performance Bond and Certificate of Insurance shall be provided when the contract is executed.

**Proposal Form.** All proposals shall be made on forms provided by the Dassel City Clerk. Proposals submitted on forms other than those issued to the applicant will be rejected. Each applicant will be provided a map of the City.

**Rejection of Proposals.** Proposals may be rejected if they show any alterations of form, additions not called for, conditional proposals not requested, erasures 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 contract based on its financial condition and previous experience.

**Coordinate 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.

### EVALUATION CRITERIA

The City intends to award the residential solid waste collection haulers license to the hauler that the City believes to be the best for the City of Dassel, when considering the entire proposal submitted by the applicant. Rates alone will not be the sole determining factor.

### TERMS OF CONTRACT

The initial term of this contract shall be for a period of thirty-six (36) months commencing January 1, 2023, and ending December 31<sup>st</sup>, 2025. There may be two (2) two-year extensions that will be implemented if the hauler's performance is satisfactory and if a rate can be negotiated.

## DEFINITIONS

- A. **CITY.** City of Dassel.
- B. **CITY CODE.** The laws and ordinances of the City of Dassel.
- C. **COMMERCIAL HAULER.** Any person licensed by the City to collect solid waste from commercial, industrial, professional governmental, institutional structures or governmental property within the City.
- D. **COMMERCIAL STRUCTURES.** Buildings with commercial, industrial, professional, governmental or institutional uses and which are located in the appropriate zoning district. Buildings with home occupations shall be considered residential structures. Buildings that contain five or more residential units are considered commercial structures. The Mobile Home Park will be considered residential property and billed as such.
- E. **CONSTRUCTION AND DEMOLITION MATERIAL.** Any refuse resulting from the construction, alteration or removal of a structure.
- F. **GARBAGE.** All organic waste resulting from the handling, preparation, cooking, service and consumption of food.
- G. **REFUSE.** All inorganic waste, including construction and demolition material, from residential, commercial, industrial, professional, governmental or institutional operations that is the result of their normal operations, excluding compost, recyclables, toxic waste and hazardous waste.
- H. **RESIDENTIAL HAULER.** Any person contracted by the City to collect solid waste from residential structures within the City.
- I. **RESIDENTIAL STRUCTURE.** Any structure located in a residential zone within the City and containing four dwelling units or less. Residences located in zones outside of a residential zone are non-conforming uses and shall be considered residential structures for purposes of this request for proposal.
- J. **SOLID WASTE.** Garbage and refuse.
- K. **TOXIC AND HAZARDOUS WASTE.** Waste materials including, but not limited to, poisons, radioactive materials, flammable or explosive materials, and similar harmful chemicals and wastes which require special handling and must be disposed of in a manner to conserve the environment and protect the public health and safety.
- L. **WASTE MATTER.** Items composed of soil, earth, sand, clay, gravel, loam, stone, brick, plaster, crockery, glass, glassware, ashes, cinders, shells, metal and all other noncombustible materials which have been or are to be discarded.
- M. **WHITE GOODS.** Refrigerators, stoves, dishwashers, washers and dryers, water heaters and household furniture.

## **SOLID WASTE COLLECTION FOR RESIDENTIAL STRUCTURES**

- A. All occupants of residential structures consisting of four (4) or less dwelling units in a single building in the City shall be required to deposit solid waste in:
- A thirty-two (32) gallon (or equivalent) container with wheels, lid and handles;
  - A sixty-four (64) gallon (or equivalent) container with wheels, lid and handles;  
or
  - A ninety-six (96) gallon (or equivalent) container with wheels, lid and handles.

The hauler must indicate the type and specification it proposes to use for the City.

- B. Solid waste collection shall not include toxic and hazardous waste.
- C. Persons with physical disabilities which prohibit the placement of refuse carts at curbside will be allowed to make special pickup arrangements with the hauler at no added cost to the customer if they provide a signed statement of need from their physician.
- D. The hauler shall provide service as necessary for the collection and disposal of solid waste from all City owned or leased facilities, properties, parks and street containers at no extra cost to the City of Dassel.
- E. The hauler shall transport all solid waste collected within the City of Dassel, from residential to a qualified site approved by the City Council. The disposal of all solid waste collected by the hauler must comply with all City of Dassel, Meeker County, State of Minnesota, and Federal Laws and Regulations now in effect and as they may be amended during the term of this license regardless of where the solid waste is ultimately disposed. The hauler shall maintain landfill receipts from equipment that carries exclusively Dassel residential refuse. Such receipts shall be made available to the City Clerk, or designee, for inspection.
- F. Refuse containers shall be placed at the curb or alley on collection day, in a location easily accessible to motor vehicle pickup.
- G. The quantity of solid waste exceeding the capacity of the containers shall be placed in plastic bags with "City of Dassel extra refuse tags" affixed to be collected. When the cover cannot remain in the "closed" position due to the volume of solid waste it contains, it will be deemed "excessive." It will be the responsibility of the hauler's employee(s) to report the location and frequency of each such occurrence. The City will determine if such occurrence is considered a nuisance as defined by the City Code and will follow the procedures for abating nuisances as specified in the Code. Collection services for white goods and large items must have prior arrangements with the hauler.

## **RECYCLING SERVICE**

- A. Curbside recycling shall take place every other week and on the same day and during the same hours as solid waste collection. The hauler must provide recycling collection to all customers.
- B. All occupants of residential properties consisting of four (4) or less dwelling units in a single building will be supplied a single-sort recycling container per unit provided by the hauler.
- C. Recycling collection will be from curbside. At a minimum, collection must be for newspaper, glass containers, plastic containers, aluminum steel containers, office paper products, and any other materials that may be required by state law, City of Dassel ordinance, or Meeker County Ordinance. If mutually agreed upon by the City and hauler, other materials may be added.
- D. The hauler shall provide for recycling services including the collection and disposal of recycling materials from all City owned or leased facilities, properties, and parks at no cost to the City of Dassel.

- E. The hauler shall deliver the recyclable materials to a recycling market approved by the City. The hauler shall not mix other types of refuse or inorganic materials with the recyclables or take any action so as to make the recyclable material unacceptable to the operators of the recycling center.
- F. The hauler must provide monthly reports for the City of all recyclable materials collected.
- G. The hauler must provide to the City Clerk on an annual basis an affidavit indicating that all products in the recycling program are recycled according to all existing state laws and City of Dassel Ordinances and Meeker County Ordinances and those that may be affected during the term of the contract.

### **COLLECTION SERVICE PROVISIONS AND SCHEDULE**

- A. All collection service shall be conducted on Mondays between the hours of 7:00 a.m. and 7:00 p.m.
- B. Each dwelling unit shall have its solid waste collected a minimum of once a week and on the same day. Each dwelling unit shall have its recyclables collected a minimum of once every other week and on the same day.
- C. The hauler shall not make collections on Sundays or on 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 residents of collection schedule changes. The hauler shall inform the effected customers fourteen (14) days in advance of any change in collection schedules due to a holiday through published notice in the Dassel Cokato Enterprise Dispatch or electronic means, i.e. voice mail, text, etc.
- D. The City reserves the right to improve any street or alley which may prevent the hauler from traveling its customary routes for collection. No additional compensation will be made for alternate routes or solutions.
- E. The hauler shall provide for solid waste collection and recycling services for the City's annual community celebration, currently called Red Rooster Day at no charge, based on advice of the Red Rooster Committee, the City Utility/Park Commission and/or the City Clerk.
- F. The hauler shall provide for solid waste collection for the City's annual city-wide cleanup day. The hauler shall provide the equipment and labor for the annual Saturday pickup and the City shall be responsible for the tonnage / landfill costs.
- G. The hauler may request a change in the route (day of collection) schedule by requesting such change in writing to the City. Any non-emergency route change shall be effective only upon authorization from the City Council, and the hauler's expense, fourteen (14) days written notice to the residence and published notice in the Dassel Cokato Enterprise Dispatch.
- H. The hauler shall make demolition dumpsters available to residents in at least two sizes. Demolition dumpsters shall be used for construction/remodeling purposes only. No residents or group of residents will be allowed to use a dumpster for garbage collection.

### ***PERFORMANCE STANDARDS AND OPERATION***

- A. The hauler shall collect solid waste deposited on the curb in weather-tight and wheeled 32, 64, or 96-gallon containers provided by the hauler.
- B. Recyclables will be collected by the hauler in 32, 64, or 96-gallon receptacles provided by the hauler.
- C. The hauler shall immediately clean up any solid waste or recyclables dumped or spilled in collection or transporting. A broom and shovel in useable condition shall be placed and

- maintained on each vehicle. Receptacles and vehicles shall be kept clean and as free from all offensive odors as possible and shall not be allowed to stand in any street, alley or other place longer than is reasonably necessary to collect solid waste or recyclables. No person shall collect solid waste without a license.
- D. The hauler shall keep all equipment used in a clean, operable and sanitary condition. All equipment shall meet all Federal, State, County, and Municipal regulations concerning vehicles used on public roads. Each collection vehicle shall be equipped with:
- All OSHA required warning devices.
  - Fire extinguishers.
  - Signs on the rear of the vehicle stating “this Vehicle Makes Frequent Stops.”
- E. Hauler’s employees shall handle all containers with reasonable care to avoid damage; replace the containers in an upright position on the boulevard adjoining the curb; and dispose of any contents which may be spilled.
- F. The hauler shall establish and maintain an office with continuous supervision, and a toll free telephone number for accepting complaints and residents’ calls. City residents shall not be required to make long distance calls for services or to register complaints. The office shall be in service Monday through Friday, except holidays. The address and telephone number of such office and any changes shall be given to the City in writing.
- G. Whenever a resident 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 complaint. All complaints shall be answered promptly and courteously. A record of all complaints and actions taken thereon shall be kept by the hauler and provided to the City upon demand.
- H. The hauler shall comply with Ordinances of the City and the laws and regulations of Meeker County, the State of Minnesota and its agencies relating to the collection of solid waste and recyclables.
- I. The hauler shall provide and maintain all sanitary and safety accommodations for the use and protection of its employees as may be necessary to provide for their health and welfare and comply with federal, state and local codes and regulations, as well as those of other bodies and tribunals having jurisdiction.

#### MISCELLANEOUS PROVISIONS

- J. The hauler shall keep complete and accurate records in accordance with generally accepted accounting practices.
- K. The hauler shall maintain, at its cost and expense, and file with the City, policies or certificates of insurance for general liability, automobile liability and workers compensation. General liability must have a minimum of at least \$1,000,000 per occurrence. Automobile liability must cover every vehicle used in the hauler’s operation, with a minimum of \$750,000 combined single limit per occurrence. The hauler shall maintain statutory employer’s liability insurance for Workers Compensation in such amounts as required by law. The hauler shall name the City as an additional insured on all such policies of insurance and shall provide the City with certificates of insurance for all such policies, which shall evidence continuous coverage. Any lapse of required insurance coverage shall be cause for the City to immediately terminate the license. All policies evidencing insurance required by this paragraph shall insure the City and the hauler for any act or omission, including negligence, of the hauler or of the hauler’s employees or agents in connection with the performance of collection services, including claims arising out of the use of or operation of any vehicles used by the hauler or the hauler’s employees or agents in performing collection services. Such policies shall be in form and content satisfactory to the City Attorney and shall be filed with the City Clerk.

- L. The hauler shall carry Worker's Compensation insurance, as required by the State of Minnesota, on all its employees and shall make such contributions as required to the Minnesota Unemployment Compensation Fund.
- M. The hauler shall execute and deliver to the City a performance bond in the sum of \$50,000.00 conditioned upon the faithful performance of the contract terms. In the event the hauler fails to comply with the terms and conditions of the contract, the City may take all actions necessary to secure replacement solid waste and recyclable collection for the remainder of any agreed upon contract term.
- N. The hauler agrees to indemnify and hold harmless the City, its agents, officers and employees from any and all claims, causes of action, liabilities, losses, damages, costs, expenses including reasonable attorney's fees, suits, demands and judgments of any nature, because of bodily injury to, or death of, any person or persons and/or because of damages to property of the hauler or others, including loss of use from any cause whatsoever, which may be asserted against the City on account of any act or omission, including negligence, of the hauler, or the hauler's employees or agents in connection with the hauler's performance. The hauler agrees to defend any action brought against the City on any such matters, and to pay and satisfy any judgment entered thereon together with all costs and expenses incurred in connection therewith.
- O. A hauler's contract issued by the City may not be assigned or transferred in whole or in part by the hauler unless the City Council, in its sole discretion, shall give its approval prior to any proposed assignment or transfer. Any attempt to assign or transfer the contract in whole or in part without prior approval of the City Council shall be grounds for termination of the contract.
- P. The hauler agrees that during the life of the license, the hauler will not, within the State of Minnesota, discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age or sexual orientation and will include a similar provision in all agreements entered into for the performance thereof.
- Q. The hauler shall provide customers the ability to make payments electronically, accept credit card payments and access account information on line.
- R. Termination:
- If the City determines that the hauler is in violation of the license, a written notice will be sent to the hauler allowing it thirty (30) days to comply. The City may terminate the license by a legal remedy if the hauler fails to comply with the license terms within thirty (30) days.
  - Upon failure of the hauler to fulfill any of the provisions of the license, the City Clerk shall be authorized to hire such personnel and equipment, or assign City employees and equipment, as may be necessary to do such work, and the expenses thereof may be deducted from the moneys collected by recourse to the hauler's performance bond or financial guarantee.

## **BILLING FOR RESIDENTIAL SOLID WASTE COLLECTION**

All administrative billing to residents is to be done by the hauler.

## **EXTENSION OF CONTRACT**

The City of Dassel will consider extending the contract for an additional 2 years beginning January 1, 2026 and possible second 2-year extension beginning January 1, 2027 if the hauler and the City can negotiate acceptable terms.

## **OTHER ACTIVITIES**

Please describe if your company provides any additional services such as the following:

- Quarterly newsletter on solid waste/recycling issues.
- Develop Handbook/Calendar of Holiday Schedule Changes
- Sponsorship opportunities
- Scholarships to DC School graduates
- Other

**REQUEST FOR PROPOSALS  
BY CITY OF DASSEL  
FOR RESIDENTIAL SOLID WASTE COLLECTION**

**INSTRUCTIONS**

Please provide all requested information. Failure to do so is grounds for rejection of this proposal.

Attach additional papers if necessary.

1. Trade Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Telephone: \_\_\_\_\_

2. Name of Applicant: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

Type of Entity:

\_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Corporation

\_\_\_\_\_ Partnership

If Sole Proprietorship, date of birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

3. Description of Equipment to be Used \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Vehicles: \_\_\_\_\_

4. List all solid waste hauler licenses or contracts currently held (municipal) and a municipal representative from each location. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Attach a certificate of insurance showing comprehensive, general and automobile liability insurance, including coverage for non-owned and hired vehicles, in minimum limits as follows:

General Liability:

- |                         |             |
|-------------------------|-------------|
| A. Each person injured: | \$1,000,000 |
| B. Each accident:       | \$1,000,000 |
| C. Property damage:     | \$ 500,000  |

Automobile Liability:

A. Combined single limit: \$ 750,000

6. Is hauler able to continue current Monday service?  Yes  No. If no, what day is proposed for solid waste collection? \_\_\_\_\_

*Dassel currently has approximately 593 households that receive collection. Please use this figure as a basis for the costs.*

**RECYCLING**

1. Type of material accepted (use separate sheet if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Frequency (e.g., weekly, bi-weekly, etc.) \_\_\_\_\_  
\_\_\_\_\_

3. Hauler will provide containers to city and school offices for recycling of 'mixed mail' material?     Yes         No

4. Hauler will provide containers.     Yes         No. If yes, will there be an extra cost?     Yes         No. If yes, what will the cost be? \$\_\_\_\_\_/mo.

5. Hauler will provide for the collection and disposal of fluorescent lighting fixtures/bulbs.     Yes         No. If yes, will there be an extra cost?     Yes         No. If yes, what will that cost be? \$\_\_\_\_\_/mo.

**OTHER**

1. What other service(s) is the hauler willing to provide? \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**RATES BASED ON HAULER BILLING:**

**REGULAR COLLECTION:**

Low Volume Service (1-32 gallon (or equivalent) container) \$ \_\_\_\_\_

*Estimate 94 households.* \$ \_\_\_\_\_

Medium Volume Service (1-64 gallon (or equivalent) container) \$ \_\_\_\_\_

*Estimate 230 households.* \$ \_\_\_\_\_

High Volume Service (1-96 gallon (or equivalent) container) \$ \_\_\_\_\_

*Estimate 150 households.* \$ \_\_\_\_\_

Recycling Base Rate per Household \$ \_\_\_\_\_

*Estimate 459 households* \$ \_\_\_\_\_

**ADDITIONAL COLLECTION:**

Extra service collection tag (30-35gallon bag) \$ \_\_\_\_\_

Rate of Residential Demolition Dumpster: \$ \_\_\_\_\_

    Four Yard (or equivalent) \$ \_\_\_\_\_

    Twenty Yard (or equivalent) \$ \_\_\_\_\_

The undersigned hereby submits a residential solid waste collection proposal to the City of Dassel. The undersigned agrees to abide by all Federal and State laws, County and City ordinances, now in effect and as they may be amended, regarding the collection and disposal of solid waste and recyclables. It is understood that violation of these laws and ordinances are grounds for revocation of the residential solid waste collection license.

The undersigned warrants that all information provided in this proposal is correct and that the undersigned has the authority to sign the proposal.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Firm \_\_\_\_\_

FOR OFFICE USE ONLY	
DATE/TIME APPLICATION RECEIVED _____ / _____	
REQUIREMENTS MET	<input type="checkbox"/> Yes <input type="checkbox"/> No
DATE COUNCIL APPROVED _____	DENIED _____