

NOTICE OF REQUEST FOR PROPOSALS

By the City of Redwood Falls

For Residential Solid Waste Collection

The City of Redwood Falls is requesting proposals from experienced residential solid waste Haulers for weekly curbside pickup of approximately 2,024 residences utilizing arm-pickup and rolling containers with lids, ranging in 3 approximate sizes of 35, 64, and 96 gallons.

Proposal Requirements

Applicants. Applicants must hold a current Redwood 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.

General Conditions. For questions and clarifications, contact Jim Doering, Public Works Project Coordinator at 507-616-7400 or jdoering@ci.redwood-falls.mn.us. In order to ensure a fair review and selection process, solid waste haulers submitting proposals are specifically requested not to make other contacts with the city staff or Councilmember's regarding their proposals.

The City intends to award the residential solid waste collection Haulers franchise to the Hauler that the City believes to be the best for the City of Redwood Falls in accordance with the City of Redwood Falls Charter and City Code Chapter 3, Section 3.20. Rates alone will not be the sole determining factor. The solid waste collection Hauler selected by the City shall be required to comply with the requests of the contract. The requested Performance Bond and Certificate of Insurance shall be provided when the Franchise Agreement is executed.

Proposal Form. All proposals shall be made on forms provided by the City Administrator. Proposals submitted on forms other than those issued to the applicant will be rejected.

Rejection of Proposals. Proposal may be rejected if they show any alterations of form, additions not called for, conditional proposal not requested, erasures, or irregularities of any kind.

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 Administrator, 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:

A. Commercial General Liability Insurance Policy: Contractor shall maintain Commercial General Liability insurance in a minimum amount of \$2,000,000 per occurrence; \$4,000,000 annual aggregate. The policy shall be written on an “occurrence” basis and not a “claims-made basis. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City, including its elected and appointed officials, employees, and agents, shall be endorsed as additional insured.

B. Automobile Liability Insurance: Contractor shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence.

C. Professional Liability Insurance (when required): Minimum amount of \$1,500,000 combined single limit (CSL) for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor’s professional services required under this Agreement. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and the Contractor shall maintain such insurance for a period of at least two (2) years, following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by the Contractor to fulfill this requirement. In the event Combined Single Limits Coverage is not secured by the Contractor, the following minimum limits apply:

\$2,000,000 Aggregate
\$1,000,000 per Wrongful Act or Occurrence

D. Excess Umbrella Liability Policy: The insurance requirements may be met through any combination of primary and umbrella/excess insurance. The City must be endorsed as an additional insured on any umbrella/excess policy.

E. Worker’s Compensation Insurance: The Contractor shall provide Workers’ Compensation insurance for all its employees in accordance with the statutory requirements of the State of

Minnesota. The Contractor shall also carry Employers' Liability Coverage with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

F. Upon submission of a proposal, and as a condition precedent, the Contractor will furnish the City with an original Certificate of Insurance listing the City as "Additional Insured" in all coverage areas except Worker's Compensation. The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under this Agreement. **There will be no exceptions to the insurance requirements.**

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. 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 Administrator. Failure to carry the required insurance shall be grounds for cancellation of the contract with the City. The Hauler agrees to indemnify and hold harmless the City of Redwood Falls by naming the City of Redwood Falls as an additional insured on all policies. The Hauler agrees to take all precautions to protect the public against injury and to save the City harmless from all damages and claims of damages that may arise by reasons of any negligence of the Hauler or the Hauler's agents or employees while engaged in the performance of a Contract. The Hauler will indemnify the City against all claims, liens, expenses, and claims for liens for work, tools, machinery, materials or insurance premiums, equipment or supplies and against all loss by reason of the failure of the Hauler in any respect to fully perform all obligations of a Contract.

Performance Bond. The awarded 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 license terms with a surety licensed to do business in the State of Minnesota. 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 collection for the remainder of any agreed upon contract term.

Equipment of Hauler. The City prefers the use of Electronic Route Management by the Haulers to maximize efficiency and minimize disputes.

The City of Redwood Falls would also like to know the type and size of all vehicles that are proposed to be used for curbside collection. Every solid waste collection vehicle and containers shall be lettered on the outside so as to identify the Hauler along with contact information. 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 reasonably necessary to collect garbage or refuse.

Safety. The Hauler shall execute OSHA and industry safety standards in order to promote a safe working environment for its employees and the residents of the City of Redwood Falls.

Evaluation Criteria

The City intends to award the residential solid waste collection Haulers franchise to the Hauler that the City believes to be the best for the City of Redwood Falls in accordance with the City of Redwood Falls Charter and City Code Chapter 3, Section 3.20. Rates alone will not be the sole determining factor.

Terms of Contract

1. The initial term of the franchise agreement shall be for a period of 5 years commencing Monday, September 23rd, 2024, and ending Friday, September 21, 2029. The Redwood Falls City Council will deliberate starting in June of 2029 the next RFP and franchise cycle. The awarded franchise agreement may be extended up to 5 years for one additional 5-year term. The franchise holder must request the extension 90 days prior to the termination of the current franchise agreement to allow time for proper review and consideration by the Redwood Falls City Council.
2. The Hauler may not assign or transfer this Agreement to another Hauler without prior written consent of the City.
3. The awarded Hauler will receive exclusive franchise rights for residential garbage pick-up.
4. The Hauler does not receive exclusive franchise rights for commercial, construction, remodeling, and or project dumpsters.
5. Customer billing services will be provided by the City of Redwood Falls on a monthly basis with an additional monthly customer billing administration fee to be set by

the Redwood Falls City Council and collected/retained by the City of Redwood Falls. Haulers **should not** include a City customer billing administration fee in their proposal.

6. All residential accounts and subsequent billing information are protected under the MN Data Practices Act, Minnesota Statutes Chapter 13 (the "Act").
7. The City of Redwood Falls will provide customer billing and account management; monthly reimbursement to the Hauler will be for what was collected and not billed.
8. The Hauler will provide and maintain curb side pickup according to the base bid and franchise agreement.
9. The Hauler will provide all customers with containers of the same model and brand in earth tone colors according to the sizes submitted on the awarded base bid and implemented within 60 days of award notification. Containers shall be distributed and maintained at no cost to the residential account.
10. The Hauler will cooperate with the City of Redwood Falls to facilitate a public informational meeting in the transition period prior to assuming the franchise and every other year during the term of the franchise award.
11. 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 Administrator prior to each construction season to determine areas of conflict and possible alternate routes or solutions.

Solid Waste Collection for Residential Units

1. The Hauler shall transport all solid waste collection within the City of Redwood Falls to the Redwood County Designated Landfill Site. The disposal of all solid waste collected by the Hauler must comply with all Municipal, County, State of Minnesota, and Federal Laws and Regulations now in effect and as they may be amended during the term of this license.
2. The Hauler shall maintain landfill receipts from equipment, which carries exclusively City of Redwood Falls residential mixed municipal solid waste. Such receipts shall be

reported to the Redwood County Planning and Zoning Office and made available for inspection by the City Administrator or an authorized representative.

3. All curbside residential collection shall be conducted once a week. Any changes in the schedule shall be submitted in writing to the City Administrator. The Hauler shall bear all costs involved in notifying customers of approved schedule changes. The City of Redwood Falls preference is to maintain the current zoned pickup schedule.
4. No refuse collection shall take place by the Hauler between the hours of 6:00 p.m. and 7:00 a.m.
5. Hauler shall notify the City Administrator at least fifteen (15) days prior to any proposed change in schedule of pickup.
6. 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 resident.
7. Collections will not be required on the following days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day or agreed upon federally observed holidays. If the schedule on file in the City Administrator's office requires a collection on the above days, the Hauler shall make the collection or pickup on the day following said holiday. Prior to January 1st of each year, the hauler shall provide an annual holiday collection schedule for use by City Staff.
8. Should the Hauler fail to collect solid waste due to bad weather or unforeseen circumstances, collection shall take place on the first day of suitable weather thereafter.
9. The accepted rates of the contract will remain in effect for a period of one year and can be negotiated annually requiring approval from the Redwood Falls City Council at least sixty days prior to the fee change.
10. The Hauler shall provide and pay for all public service information (i.e. radio, newspaper, flyers, and telephone book advertisement) regarding collection dates, retail locations, special collection dates and a listed phone number for people to call Hauler for services.

11. The Hauler shall track complete information about the weights and destination of refuse hauled and annually submitted to the Redwood County Planning and Zoning Office by January 15th of the following year in report form and within 5 working days if the City so requests. This service shall be provided at no charge to the City or County.
12. The Hauler shall provide service as necessary 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 Redwood Falls. This includes but is not limited to, all dumpsters that are located at City Hall, Fire Department, Library, Redwood Area Community Center, Liquor Lodge, Ramsey Park, Aquatic Center, Memorial Baseball Field, Electric Utilities, Water Treatment Plant, Airport and City Shop.
13. The Hauler shall provide extra dumpsters and solid waste collection for the City annual community festivals and City owned construction projects. For City owned construction projects, the Hauler shall collect a maximum of 150 cubic yards of solid waste per year without charge to the City.
14. The Hauler shall provide Valet service at an additional charge to City of Redwood Falls Residents. The driver is expected to retrieve the container from the front of the house to where it can be emptied and replaced in its original location.
15. The Hauler shall provide, at a minimum, a 35-gallon container to all residents.

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.
- Haulers shall only pick up solid waste curbside with the flow of traffic on municipal streets only. Alley pickup is not permitted.
- Whenever a customer 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 Redwood Falls, County of Redwood, 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 Redwood Falls, Municipal Office Building, 333 S. Washington, PO Box 526, Redwood Falls, MN 56283-0526, no later than June 25, 2024 by 11:00 a.m. Any proposals received after that time will not be considered and will be returned unopened. The bid will be awarded by July 16, 2024. All proposals must remain valid for 90 days to facilitate award notification along with development and approval of the Franchise Agreement.