



Request for Proposals Refuse and Recycling Services

1. Introduction:

The City of Excelsior is requesting proposals from qualified refuse haulers to provide services for the collection and disposal/processing of residential garbage, recycling, organics recycling and yard waste.

1.1

The term of the contract shall begin on April 1, 2022 for a period of four (4) years from the date of issuance, unless terminated earlier. This agreement shall automatically renew for additional two (2) year periods unless cancelled by either party upon written notice, at least ninety (90) day prior to the anniversary date of the contract.

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.

1.2 Schedule

All dates and times in the following schedule are subject to change. Please monitor the City's website for schedule updates or instruction amendments.

- November 3, 2021 – RFP Released
- December 15, 2021 – RFP Due
- February 7, 2022 – Recommendation on Award of Contract Presented to City Council

1.3 Contact for RFP Communication

All communications about this RFP after its release and up through the due date should be in writing, via email, through the City's designated contact person:

Nalisha Williams
City Clerk/Communications Coordinator
nwilliams@excelsiormn.org

1.4 Instructions for Submission

The deadline for submitting proposals is December 15, 2021 at 4 P.M. Late proposals will not be accepted. Proposals must be emailed to nwilliams@excelsiormn.org. PDF format is required. Hard copies are not required.

1.5 Proposals with Confidential Information

Immediately after the deadline for proposals to be submitted, only the company names of proposers submitting proposals will be made public consistent with the Minnesota Government Data Practices Act (M.S. 13.591, subd. 3(b)). All proposal documents shall be held as confidential until completion of the selection process.

1.6 City Routes

Collection routes shall be established by the Contractor and shall be subject to review by the City.

1.7 Amendment to the Scope of Services

The City may, at its own discretion, add services to or delete services from the scope of work described in this RFP packet. The City will notify prospective proposers of any such amendments by issuing an addendum to this RFP or through negotiation(s) with the selected proposer(s).

2. Background Information

The city has a population of approximately 2,500. This contract will service approximately 500 residential and 2 commercial properties (not including city facilities, parks, Water Street trash receptacles).

2.1 Service Summary

The City of Excelsior is seeking bids from qualified companies to provide a comprehensive set of residential garbage, recycling, organics recycling and yard waste services.

The list of contract services include:

- City-wide, weekly refuse collection service and delivery to disposal facility
- City-wide, weekly (during summer months) and every other week (during winter months) organics recycling collection service and delivery to composting facility
- City-wide, every other week recyclables collection service and delivery to materials recovery facility
- Subscription based, weekly seasonal (April-November) yard waste collection service and delivery to composting facility
- On-call based, bulk item collection service and delivery to disposal facility
- Refuse and recyclables services from designated city buildings, park facilities, Water Street trash receptacles, and designated special events at no charge to the City.
- Bulk item collection and disposal curbside service from city Spring Clean-Up day (one Saturday in either April or May).
- Leaves and yard waste curbside service from city Fall Clean-Up day (one Saturday in either October or November)
- Public education services from contractor

2.3 Holiday Schedule

The following shall be designated holidays in which service shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, the service will be performed on the next weekday.

3 Scope of Services

3.1 Refuse Collection and Processing

Refuse collection operations under the new contract should be very similar to the current system. Refuse collection and disposal system requirements include (but are not limited to):

- Weekly (preferably Monday) collection from 35-gallon, 65-gallon, or 95-gallon wheeled refuse carts.
- Alternative pricing for additional wheeled refused carts.
- Residents may set out extra "overflow" bags of refuse at an additional cost.
- Proposers must clarify the criteria for "overage" charges (i.e., if the cover of the bin will not fully close).

3.2 Recyclables Collection and Processing

Recyclables collection and processing system requirements include (but are not limited to):

- Every other week recyclables collection from 35-gallon, 65-gallon, or 95-gallon wheeled recycling carts.
- Alternative pricing for additional wheeled recycling cart.
- This RFP requires that residential recyclables collected from Excelsior under this contract will be kept separate from other materials. Excelsior loads of residential recyclables shall be weighed on designated truck scales and weights reported to the city. The contractor shall retain truck scale weight tickets for the city upon request.
- Proposer agrees to provide resources and education for the preparation and setting out of recyclables.

3.3 Yard Waste Collection

The Hauler shall provide subscription Yard Waste collection services to Residential Units on a weekly basis beginning the week of April 15th and ending the last full week of November (weather permitting) each year during the Term. Residents must contact the Hauler to set up Yard Waste service. All Acceptable Yard Waste Materials must be placed at the curb for collection no later than 7:00 A.M. on scheduled day of collection.

3.4 Christmas Tree Collection and Composting

Christmas Tree collection and composting system requirements include annual Christmas Tree curbside collection for all residents within service area at no cost.

3.5 Organics Collection and Composting

Acceptable Organics shall be collected from the curbside one time per week from each Residential Unit on a weekday to be agreed upon by the hauler and City. Residents must contact the Hauler to set up Organics collection service. All Acceptable Organics must be placed at the curb for collection no later than 7:00 A.M. on the scheduled day of collection. Proposals shall include alternates for every other week service during months with colder temperatures.

3.6 Carts and Management

During the selection of the last contract, the contractor had provided recycling and refuse carts to residents. Please tell us how you will provide and manage carts for residents.

3.7 Cart Exchange/Delivery Fee

Customers may request service or replacement for damaged carts at no charge, provided damage is not due to excessive wear and tear.

3.8 Fuel Surcharge/Environmental Fees

No fuel surcharge or environmental fee shall be applied to services offered through this RFP. All costs shall be incorporated into the monthly rates.

3.9 Extended Leave/Suspended Collections (aka "Snow Bird" Policy)

A resident that is absent from his/her residence for a period of thirty (30) consecutive days or more may qualify to temporarily stop city contracted refuse and recycling services, including payment obligations. Contractor shall include in their proposals the process for snowbirds to temporarily stop their services based on City billing or contractor billing.

3.10 Multi-Dwellings May “Opt In” to City Contracted Services

Multi-Dwelling properties consisting of more than 4 dwelling units may elect to “opt in” to the city-contracted services on a voluntary basis. Definitions and other specifications for collection services for residents that “opt in” will be treated the same as other properties within the service area.

3.11 Bulk Items and Other Special Collections

The contractor shall provide bulk item collection, processing, and marketing or disposal of services on an “on-call” basis. Residents shall call the contractor directly to arrange for the collection of the (item)s subject to a fee agreed between the contractor and resident and paid to the contractor by the resident.

3.12 Refuse and Recyclables Collection from City Buildings and Park Facilities

Collection operations from city buildings and city park facilities under the contract shall be at no charge. Acceptable Waste and Recyclable Materials services will be provided at Excelsior Public Works Building (3 times per week), Excelsior City Hall, and Water Street receptacles (3 times per week). The city reserves the right to add other similar future facilities. No “overage” charges or “contaminated load” charges may be added to these facilities. In the event there is a recurring issue with overages or contaminated loads, the contractor must inform the city so the issue may be resolved.

3.13 Collection from Special Events

The city sponsors and participates in special events through the year. The city may work with the contractor from time to time to plan and schedule events if additional containers and collections are necessary.

3.14 Collections from Clean-Up Day

The City of Excelsior sponsors a spring and fall clean-up day each year, the event typically falls on a Saturday morning in April/May and October/November. The clean-up day in the Spring consists of residents placing their bulk items curbside. The contractor will need to communicate the accepted items for the event with residents and city staff. It is up to the contractor to communicate associated fees (if any) for bulk items on clean-up day. The contractor will be primarily responsible for collection and disposal of bulky, non-recyclable items not collected and disposed of by other vendors.

The clean-up day in the fall consists of leaves and yard waste pick up. The contractor must provide sufficient labor and equipment to accept, remove and dispose of all collections during the specified time on clean-up day.

The city will work with the contractor each year to plan and schedule both clean-up day events.

3.15 City/Contractor Communications

The contractor shall maintain through the duration of the contract a designated single contact person who has sufficient authority to resolve contract related issues with officials notified by city staff. The contractor must also maintain a local operations supervisor to contact in the event of day-to-day concerns.

3.16 Customer Service

The contractor will be expected to communicate directly with Excelsior customers, both individually and from a mass communications perspective. While the city will send out information briefs if requested, the city’s communication channels should not be viewed as the

primary means for customers to receive information from the contractor. The city should only be involved in customer service issues with rare exception.

3.17 Customer Communication

The contractor must provide a toll free or local phone number for customers to contact the contractor. The telephone number should have voice mail and calls should be returned the next business day. The contractor must provide a customer service email for customers to use to contact the contractor. Emails should be returned no later than the next business day.

3.18 Annual Report Provided to City

The contractor shall furnish monthly and annual reports to the City that provide the breakdown of monthly and annual totals for the previous year on the total number of refuse, recycling, yard waste, and organics customers and tonnage, a month and annual summary of the recycling material collected and tonnage for each material, the monthly and annual total number of recycling customers, and any other information required to complete the Hennepin County Annual Recycling Report. In addition, the contractor shall submit monthly reports that provides missed pick-ups, complaints, and service interruptions.

4 Payment Terms

4.1 Fee Increases

The contractor should provide alternative proposals for City Billing and contractor billing residents directly. The final contract shall govern the terms and conditions of unit pricing, billing procedures, and other customer service administration based on the successful proposal.

All rates should be proposed to the City during the contract negotiation before they can become effective. Rates must be included in the pricing proposal. Any attempt by the contractor to increase any rate or fee, without City Council approval, shall be null and void, and may subject the contractor to the default remedies of the contract.

4.2 Fee Decreases

Fee decreases may be implemented by contractor without city approval but must be reported to the City Clerk/Communications Coordinator at least two (2) weeks prior to the decrease.

4.3 Proposed Price Elements

All proposers shall submit a complete price worksheet. If the proposer is awarded the contract, this price worksheet will be the basis for final terms of the city-approved rate schedule.

All proposed fees shall be exclusive of all other charges and taxes (e.g., State Solid Waste Management Tax). No fuel surcharge or environmental fees shall be applied to services offered through this RFP.

5. Additional Contract Requirements

5.1 Accident Prevention

The contractor shall comply with the safety provisions of all applicable laws, regulations and building codes, including, without limitation, the installation and maintenance of safeguard on machinery and equipment. The contractor shall immediately notify the city of any release of vehicle fluids (e.g. fuel, coolant, hydraulic fluid, brake fluid, etc.) or load contents onto city streets or otherwise in to the environment. The contractor shall be responsible for remediation of any and all release of fluid or spills of load contents to the city's satisfaction and standards.

5.2 Damage to Property

The contractor shall take necessary precautions to protect public and private property during the performance of this contract. The contractor shall repair or replace any private or public property damaged by the contractor.

Such property damage shall be addressed within 48 hours. If the contractor fails to make repairs or arrangements to make repairs, 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 reasonable incurred expenses within 10 business days.

5.3 Vehicles.

The contractor's vehicles shall be operated in accordance with applicable laws of the State of Minnesota and local ordinances.

5.4 Service Day and Times

Service day will be on a single day each week designated in collaboration with the city. The City is requesting service day to be Monday of each week. Collections shall occur during ordinary business hours but in no instance shall collection occur earlier than 7:00 A.M. or after 7:00 P.M. All acceptable waste must be placed at the curb for collection no later than 7:00 A.M. on the scheduled collection day.

6 Insurance and Other Legal Requirements

6.1 Performance Bond

The city will require a performance bond to be kept in surety for an amount no less than \$50,000. The bond shall be kept in full force and effect at all times during the contract duration.

6.2 Insurance

The contractor agrees to provide and maintain public liability insurance, including general liability, automobile liability, and loading and unloading liability with the following minimum coverages:

- a) \$300,000 when the claim is one for death by wrongful act or omission and \$300,000 to any claimant in any other case;
- b) \$1,000,000 for any number of claims arising out of a single occurrence; or
- c) Twice the limits provided in clauses a and b when the claim arises out of the release of threatened release of a hazardous substance, whether the claim is brought under Minnesota Statutes, section 115B.01 to 115B.15 or under any other law.
- d) Worker's Compensation – Statutory

Such policies shall provide for a thirty (30) day notice by the insurance company to the city of any changes, cancellations or lapses of such policies. The city will require the contractor to acquire commercial automobile liability insurance in accordance with applicable laws.

Prior to execution of any contract, the contractor shall provide sufficient evidence that all required insurances will be available and purchased.

6.3 Data Practices Act

The contract to be awarded will be subject to the Minnesota Government Data Practices Act and will include the following provision:

Pursuant to Minnesota Statutes § 13.05, Subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing this Contract is

subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes § 13.08 apply to the contractor. The contractor does not have a duty to provide access to public data to the public if the public data are available from the city, except as required by the terms of this contract.

6.4 General Indemnification

The city will require standard general contractor indemnification and hold harmless language in the contract.

6.5 CERCLA Indemnification

The city will require that to the maximum extent permitted by law the contractor will indemnify, defend and hold the city harmless with regard to CERCLA.

6.6 Legal Interpretation and Venue

The contract to be awarded, shall be interpreted according to State of Minnesota law. Any action between the city and the contractor should be located in Hennepin County, Minnesota.

7 Proposal Content

Proposals must be submitted according to the following:

The Hauler must submit pdf copies of proposals to City Clerk, Nalisha Williams at nwilliams@excelsiormn.org. Hard copies are not required but may be delivered to Excelsior City Hall, 339 Third Street, Excelsior, MN 55331 no later than 4:00 p.m. on Thursday, December 15, 2021.

PRICE PROPOSALS

Price proposals shall be submitted on the enclosed proposal sheets.

NARRATIVE

Haulers submitting proposals must also submit a narrative explaining their company's history and experience, supervision and staffing levels, and equipment available to perform the services.

PROFESSIONAL QUALIFICATIONS

- State full name and address of lead hauler and any subcontractors.
- Client references (3) for similar services performed within the past five years.
- Copy of business license or certifications.

PUBLIC EDUCATION MATERIALS

Haulers should submit no more than three examples of public education materials used for garbage collection, recyclables or organics. Haulers should also define the frequency in which the public education materials are distributed to customers.

SELECTION AND REVIEW

Selection of the most qualified Hauler(s) will be based on the price proposals submitted as well as the Hauler's qualifications and ability to perform the work including, but not limited to:

- References and reputation in other communities
- Customer service philosophy, procedures, and reputation
- Comprehensiveness of items collected for disposal or recycling

- Company history and experience
- Financial stability
- Supervision, staffing, and equipment
- Long-term access to disposal and processing facilities
- Demonstration of efficient road routes (minimize truck traffic mileage)
- Quality and frequency of public education materials.

PROPOSAL SUMMARY

Services	2022 Monthly Rate	2023 Monthly Rate	2024 Monthly Rate	2025 Monthly Rate
Solid Waste Service				
32-Gallon Cart	\$	\$	\$	\$
64-Gallon Cart	\$	\$	\$	\$
96-Gallon Cart	\$	\$	\$	\$
Additional Cart				
32-Gallon Cart	\$	\$	\$	\$
64-Gallon Cart	\$	\$	\$	\$
96-Gallon Cart	\$	\$	\$	\$
Recycling Collection				
Bi-Weekly	\$	\$	\$	\$
Additional Cart	\$	\$	\$	\$
Yard Waste Service	\$	\$	\$	\$
Organics Collection	\$	\$	\$	\$