



City of Vernon Center

101 Oak Street North
PO Box 385
Vernon Center, MN 56090
507-549-3240

Mayor: Dana Ziegler

Councilmembers: Lisa Peterson,
Emily Edwards, Wendy Bennett,
Adam Finney

Public Works: Mark Willette

Clerk-Treasurer: Diane Roelofs

REQUEST FOR PROPOSALS OF RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING SERVICES

I. SUMMARY

The City of Vernon Center, Minnesota (the “City”) is requesting proposals from qualified companies to provide residential solid waste collection and disposal services to the City. **Proposals must be received by the City no later than noon on Monday, May 1, 2023 and should be addressed to:**

**City of Vernon Center
Attn: Diane Roelofs
P.O. Box 385
Vernon Center, MN 56090**

Late proposals will not be considered.

Submit two (2) copies of the proposal in a sealed mailing envelope, or package, with the responder’s name and address written on the outside. The envelope, or package, must be clearly identified with “Residential Solid Waste Collection and Disposal and Recycling Services RFP” on the outside. Each copy of the proposal must be signed in ink by an authorized member of the firm. Submission by telephone facsimile is not acceptable. Prices and terms of the proposal as stated must be valid for the length of any resulting contract.

II. GENERAL INFORMATION

The City of Vernon Center is located in Blue Earth County, 25 miles south of Mankato, MN. The population is 328. The City currently has 140 residential homes or apartments that are serviced for garbage. The candidate will assist the City in other duties as needed.

The City of Vernon Center is a Statutory Plan “A” City, consisting of a Mayor and four Councilmembers. The City Council meets the first Tuesday of the month at 6 p.m.

III. CONTENT OF PROPOSAL

The purpose of this section is to identify the information that should be submitted:

A. Title Page:

Show the proposal subject, the name of the proposer's firm, address, telephone number, name of the contact person, and the date.

B. Table of Contents:

Include a clear identification of the material by section and by page number.

C. Specifications:

The work under the awarded contract shall consist of the items contained in the bid proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the bid documents. It should be further noted that the refuse collection service will be required on specified days of the week, said days to be determined by the City in conjunction with the Contractor, the current scheduled pick-up day is Monday.

The work under the awarded contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different acts of God over which the Contractor has no control. In the event of such a flood, hurricane or other acts of God, the Contractor and the City will negotiate the payment to be made to the Contractor, if the Contractor and the City agree that such increased volume is to be handled by

the Contractor. Further, if the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

D. List of References and Potential Conflicts:

1. A list of all public entity references.
2. Potential conflicts of interest must be disclosed.

E. Disclosures and Assurances (Appendix A):

1. Applicant Authority - Assurance that the signatory making representations in the proposal on behalf of the proposer has the authority to do so.
2. Insurance Coverage - Documentation of current insurance coverage and limits, including professional liability insurance shall be provided with the proposal.

IV. SCOPE OF WORK

Hours of Operation: Collection of solid waste shall not start before 7:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

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

Holidays: For the purposes of garbage collection, the Contractor shall submit a list of holidays they will not have pickup. The Contractor may observe all the submitted holidays by the suspension of collection services on the holiday, but such suspensions in no manner relieves the Contractor of its obligation to provide collection service as provided in the contract. To compensate for the holidays submitted, the work schedule shall either be moved back one or two days or forward one or two days, depending upon which day of the week the holiday occurs, so that every scheduled service location receives its normal level of service during the week. Services shall return to the normal work schedule within three (3) days. A schedule shall be provided to the City.

Complaints: All complaints shall be received by the City and shall be given promptly to the Contractor;. The Contractor shall be equipped with a local telephone and qualified attendants as may be necessary to receive and process complaints and service requests or to receive instructions and directions from the City during the hours of 8:00 AM to 4:00 PM each and every working day during the term of the contract or renewal thereafter.

All complaints shall be resolved within twenty-four (24) hours. The Contractor shall maintain forms or logs indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for City inspection at all times during normal working hours. When a complaint is received on the day preceding a holiday or on a Friday, it shall be serviced by the Contractor no later than the next working day.

The Contractor will furnish to the City on a monthly basis:

1. The addresses and accounts of customers whose solid waste collection exceeded the amount contracted and the amount of the extra charges due.

The Contractor will furnish to the City on a quarterly basis:

1. A report of any service interruptions and the reason service could not be given.
2. A report of the complaints received during the preceding quarter and the resolution of these complaints.

The City may require the Contractor to make personal supervisory contact to resolve a service complaint.

New Customers: The City will receive requests for service to additional service locations not initially included in the contract. The City will investigate all requests for service and will make the determination of eligibility for service and thereupon notify the Contractor. The Contractor will be required to add this location to his route immediately.

Hauling: All solid waste hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented. The Contractor shall immediately clean up any leaking, spilled or blown items and fluids (including petroleum products).

Notification: The City shall notify its citizens of complaint procedures, rates, regulations and days for scheduled solid waste collection.

Compliance with Laws: The Contractor shall conduct operations under the contract in compliance with all applicable state laws and Vernon Center City Ordinances, provided, however, that the general specifications of the contract shall govern the obligations of the Contractor. If a conflict exists between City ordinances and the contract language shall prevail. Equipment utilized shall comply with all axle weight restrictions.

Licenses and Taxes: The Contractor shall obtain all licenses and permits (other than the license and permit granted by the contract) and pay any and all applicable taxes and/or fees required by the City, County or the State of Minnesota.

Grant or Right: The Contractor shall be the only person or organization authorized by the City to provide residential solid waste collection and disposal and recycling services within the City of Vernon Center.

The City may annex areas in the future. Unless provisions of said annexation deem otherwise, these areas shall be added to the list of residences that require solid waste collection and disposal and recycling services.

Insurance: The Contractor shall at all times during the contract maintain in full force and effect employer's liability, worker's compensation, public liability and property damage insurance, including contractual liability. All insurance shall be for policy limits acceptable to the City and before commencement of work thereunder the Contractor agrees to furnish the City certificates of insurance listing the City as an additional insured.

For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

1. Each person injured – at least \$1,000,000
2. Each accident – at least \$1,000,000
3. Property damage – at least \$500,000

Contract Duration: The contract term shall start on July 1, 2023 and initially run through June 30, 2028. After the five-year contract the City may grant the existing collector the contract or advertise for sealed bids.

Modification to Rates: The Contractor shall provide and perform all of the work specified herein for the amount indicated in the bid proposal for the duration of the contract. It is expressly understood that the payment provided for in accordance with the Rate Schedule shall constitute full and complete payment to the Contractor for all services provided by the Contractor as specified.

Additions and Deletions of Accounts: The number of accounts (the number of customers served) will be adjusted monthly.

City Payment for Services: The City will pay the Contractor once a month according to the number of units billed by the City. Such payment shall be based on the Rate Schedule provided by the Contractor.

Transferability of Contract and Assignment: Other than by operation of law, no assignment of the contract or right accruing under this contract shall be made in whole or in part by the Contractor without express written consent of the City. In the event of an assignment, the assignee shall assume the liability of the Contractor.

Contractor Provided Containers: Contractor provided containers will be maintained in good working condition at all times. When provided, containers will have a close fitting lid, smooth-rolling wheels, securely fastened handles, and no holes or large cracks.

Special Accommodation: Aged or handicapped residential customers for whom it would be impractical or difficult to transport the container to the curbside shall be accommodated as agreed to by the customer, contractor and City. The City shall provide a written list of such customers to the Contractor on a quarterly basis.

Contractor's Personnel: The Contractor will assign a qualified person or persons to be in charge of the operations contracted for and agrees that the information regarding experience shall be furnished to the City upon request. The Contractor's employees shall carry valid operator's licenses for the type of vehicle they are driving. The wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex or national origin. No Contractor personnel shall use alcohol or unlawful drugs while providing service under this contract.

Customer Service Requirements: The Contractor shall provide high quality customer service, and shall:

1. Treat all customers with dignity and respect.
2. Treat customer's property with respect.
3. Answer questions, comments and complaints from customers in a timely manner.

4. Leave containers upright and out of the street and driveway, and will not block access to mailboxes.
5. Leave a note to the customer indicating problems with recycling materials or other items that cannot be picked up.
6. Immediately clean up leaks or spills and pick up any trash dropped by the Contractor.

A. Schedule I Specifications – Residential Solid Waste Collection and Disposal:

In addition to the above Scope of Work, the following shall apply:

Scope of Work: The Contractor shall provide collection of residential garbage and trash once per week on a regularly scheduled day or days. The collection point shall be at the curbside.

Curbside Collection: The Contractor shall collect garbage and trash from Contractor owned containers placed at the curbside (or at the street right-of-way in the absence of curbs) of the customer. The containers will be of a sufficient capacity agreed to by both the City and contractor and shall be furnished by the Contractor for distribution to the customers.

Disposal: Disposal shall be at a legally operated landfill permitted by the State of Minnesota. Contractor shall provide the city with a list of the final disposal of solid waste material locations as required by MN State Law.

The Contractor shall be responsible for all costs associated with the disposal of solid waste materials collected.

B. Schedule II Specifications – Residential Recycling Services:

In addition to the above Scope of Work, the following shall apply:

Scope of Work: The Contractor shall provide collection of certain residential recyclable materials described herein, which will reduce the City's total solid waste volume by diverting these materials from disposal in a sanitary landfill on a regularly scheduled day or days.

Curbside Collection: The Contractor shall collect recyclable materials from Contractor owned containers placed at the curbside (or at the street right-of-way in the absence of curbs) of the customer. The containers will be of a sufficient capacity agreed to by both the City and contractor and shall be furnished by the Contractor for distribution to the customers.

Recyclable Materials: The Contractor will provide educational materials to residents explaining accepted recyclable items including but not limited to cans, plastics, glass, paper goods and cardboard.

The items to be recycled may be changed upon mutual agreement by the City and the Contractor.

The recyclable materials will be placed in the container unsorted.

Post Collection Handling: The Contractor shall be responsible for sorting, handling, processing, storage and marketing of the recyclable materials. The Contractor shall ensure that the materials collected are recycled for reuse and resale, and shall prevent the material from being deposited in any landfill.

Disposal: The Contractor shall be responsible for all costs associated with the disposal of materials collected under Schedule II. The Contractor shall retain any income associated with the sale of the disposal items.

Educational Literature: All educational literature to be supplied to the residences, such as instructions, or continuing education, on the recycling program will be supplied by the Contractor. The Contractor may supply such literature with approval of the City.

C. Schedule III - Materials not covered under this contract:

This contract does not include an obligation for the contractor to collect and dispose of household or industrial hazardous wastes, electronic waste including but not limited to televisions, radios, cell phones, computers and computer accessories. A complete list of the items not covered in this contract shall be supplied by the contractor to the City.

The collection of materials not covered under this contract must be directly arranged between the contractor and resident.

C. Schedule IV – Additional Information:

Other services the Contractor is available to offer not included in the contract.

The contractor shall provide pickup of solid waste and recycling at all City of Vernon Center facilities (existing facilities include: City Hall, Fire Hall, City Shop, Water Treatment Plant, Wastewater Plant and Tiny's Park) at no charge.

The contractor shall provide pickup of solid waste and recycling for the annual Vernon Center 4th of July celebrations, scheduled for the anytime within a week of the 4th of July.

The contractor shall provide collection of materials at the annual Citywide Clean-up Day as an additional option and separate bid. The contractor will provide trucks, manpower and dumpsters.

V. SELECTION

The City of Vernon Center reserves the right to reject any or all proposals, and is not bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the City.

Selection of the contractor shall be based upon, but not limited, to the following criteria:

1. The contractor's approach to and understanding of the Content of Proposal.
2. The contractor's experience with similar contracts and clients.
3. The experience and qualifications of the proposed staff in providing similar services.
4. The contractor's demonstrated ability to deliver work on time and within budget.
5. The extent of involvement by key personnel.
6. The extent to which previous clients have found the contractor's services acceptable.
7. The contractor's most significant qualifications for this project.
8. Previous City experience with the proposing firm, if any.

VI. TERMS AND CONDITIONS

- A.** The City of Vernon Center reserves the right to cancel or amend the request for proposals at any time. The City of Vernon Center reserves the right to determine the successful respondent. The City of Vernon Center reserves the right to reject any or all proposals.
- B.** The City of Vernon Center will not be liable for any costs incurred by the contractor responding to this request.
- C.** The contractor shall not assign any interest in this proposal and shall not transfer any interest in the same without the prior written consent of the City of Vernon Center.
- D.** For the purposes of this agreement, the contractor shall be deemed to be an independent contractor, and not an employee of the organization. Any and all agents, servants, or employees of the contractor or other persons, while engaged in the performance of any work or services required to be performed by the City of Vernon Center under this agreement, shall not be considered employees of the City of Vernon Center and any and all actions which arise as a consequence of any act or omission on the part of the firm, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the City of Vernon Center. The contractor, its agents, servants, or employees shall be entitled to none of the rights, privileges, or benefits of organization employees except as otherwise may be stated herein.
- E.** No official or employee of the City of Vernon Center who exercises any responsibilities in the review, approval or carrying out of the proposal shall participate in any decision which affects his or her direct or indirect personal or financial interest.

Appendix A

Applicant Assurances

The applicant hereby assures and certifies:

1. That the individual signing the assurance form on behalf of the individual, partnership, company or corporation named in the proposal possesses the legal authority to execute a contract for the proposed work.
2. That the contractor agrees to comply with all applicable federal, state and local compliance requirements.
3. That the contractor is adequately insured to do business and perform the services proposed (Attach Documentation).

(Name of Firm)

OFFICIAL ADDRESS

(Authorized Signature)

(Title)

(Date)

Schedule I – Residential Solid Waste Collection (Wheeled Cart Service Rates) - list the amount to be charged for pickup, per customer, per month in wheeled carts. Carts are to be provided by the Contractor; if you do not offer the size listed please indicate below.

35 Gallon Cart: _____ Dollars \$ _____

64 Gallon Cart: _____ Dollars \$ _____

96 Gallon Cart: _____ Dollars \$ _____

Schedule II – Residential Recycling Services (Wheeled Cart Service Rates) - list the amount to be charged for recyclable pickup, per customer, per month in wheeled carts. Carts are to be provided by the contractor; if you do not offer the size listed please indicate below.

64 Gallon Cart: _____ Dollars \$ _____

__ Gallon Cart: _____ Dollars \$ _____

Schedule III – Attached a list of materials not covered under this contract.

Schedule III – Attach a listing of other services available not under this contract.

Request for Proposals and Selection Schedule
Residential Solid Waste Collection and Disposal and Recycling Services

Distribute & Post RFP:	March 15, 2023
Advertise RFP:	March 16, 2023
RFP Submittal Deadline:	May 1, 2023
Council Review of Proposals Presented by Applicants:	May 1 – June 1, 2023
Appointment of Contract (if not selected at previous meeting):	June 6, 2023
Start Date:	July 1, 2023

PUBLIC NOTICE

The City of Vernon Center is requesting proposals from qualified companies who are interested in providing contractual Residential Solid Waste Collection and Disposal and Recycling Services.

Proposals will be accepted until noon on May 1, 2023. To receive a copy of the written Request for Proposals please contact city hall, City of Vernon Center, 101 Oak St. N, P.O. Box 385, Vernon Center, MN 56090; 507-549-3240, vcclerk18@gmail.com or on the vernoncentermn.com website.

CITY OF VERNON CENTER

Diane Roelofs
Clerk-Treasurer

Posted: March 15, 2023

Publish: Maple River Messenger: March 16, 2023

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