



CITY OF DULUTH INVITATION TO BID

PROJECT NAME/DESCRIPTION: Garbage Disposal and Recycling

BID NUMBER: 15-07AF

BID OPENING: FRIDAY OCTOBER 30, 2015 AT 2:00 PM

PROJECT DESCRIPTION: Garbage and recycling removal from various City of Duluth locations.

QUESTIONS: Please submit any questions regarding this bid via e-mail to purchasing@duluthmn.gov. Responses will be provided to all interested bidders as an addendum to this solicitation.

The selected vendor will be issued a service agreement (draft attached).

All bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date. **The City of Duluth reserves the right to split the award where there is a substantial savings to the City, to waive informalities and to reject any and all bids.** Bidder must state in their proposal if bid price is based on acceptance of the total order. Do not include sales tax in the unit price. Price may not be the only consideration for bid award. Bids must be firm for a minimum of 60 days.

Bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified on the Invitation for Bids. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids. No alternatives to the specification will be considered unless specifically requested. Erasures or other changes to the bid must be initialed and dated.

The following documents are required before notice to proceed will be issued:

1. **Insurance** – Contractor must provide proof of Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit prior to the commencement of work. The City of Duluth must be named as an additional insured. Please refer to the draft Contract, Section 7.
2. **Affidavit of Non-Collusion** – The successful bidder shall be required to execute the attached affidavit stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
3. **Affirmative Action/EEO** - The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin, and must meet the affirmative action goals. Contractors are encouraged to subcontract with Disadvantaged Business Enterprises (DBEs) when possible. A current list of certified DBEs is available on the Minnesota Unified Certification website at <http://mnucp.metc.state.mn.us> . Contractor will comply with all applicable Equal Employment Opportunity laws and regulations. Awarded contractor will submit the attached Equal Employment Opportunity (EEO) Affirmative Action Policy Statement & Compliance Certificate.

The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

CITY OF DULUTH

Andrew Field Amanda Ashbach
Financial Analyst Purchasing Agent

Specifications:

The term of this Agreement shall commence on December 1, 2015 and shall continue for a period of one (1) year and will renew for four (4) additional one (1) year terms unless either Service Provider or City provides the other party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Term or any Renewal Term. Price changes due to increase in WLSSD or MN comm solid waste charges will be allowed when verified. **Quantities, container sizes, and locations listed may change at any time as requested by user departments.**

Attached is a current list of locations requiring pickups and at what frequency. The City may add or drop containers during the course of this contract at no cost to the City. Some locations are seasonal or "on-call demand". Bidders should familiarize themselves with the locations prior to bidding. Not all locations require the same needs. Contact person and/or department number is listed for each location. ***Please note that the list is subject to change before awarding of bid***

Awarded vendor will send invoices to:

Duluth City Hall
411 West 1st Street
Auditors Office Room 107
Duluth, MN 55802

Invoices must identify Department/Division, location site, date, number of pickups during billing period, container type with capacity, refuse or recyclable, and cost (cost shall break out container rental , WLSSD service fee, MN comm solid waste tax, other, tons times cost per ton) .

Successful vendor shall provide a list of e-waste items and a list of charges for disposal of TV's, chairs, tables, and other added charges that may apply if placed in roll offs in error.

Container shall be theft proof and labeled as recycled waste collected. Program sponsor must provide signage that supports program.

Vendor must meet the City of Duluth code and Minnesota Statutes:

1. Licensing requirements as set forth in Section 24-9 of the City of Duluth Code, 1959, as amended.
2. Liability insurance requirements as set forth in Section 24-11 of the Duluth City Code, 1959, as amended.
3. Surety bond per Chapter 4 of the City of Duluth Code (Section 24-11)
4. Hauling requirements for vehicles and containers with solid waste and recyclables per Chapter 4 City of Duluth Code (Section 24-15)
5. Transportation of solid waste and recyclables per Chapter 4 City of Duluth Code (Section 24-4)
6. Any and all other requirements per the City of Duluth Codes.

7. In accordance with Western Lake Superior Sanitary District ordinance on solid waste 2009 established pursuant to Minnesota Statutes 458D.07 all solid waste hauled pursuant to this contract shall be disposed of at the WLSSD solid waste management facility.

Price Quote Form

Monthly Container Rental Fee Disposal Cost (Per Pickup) WLSSD Service Charge MN Solid Waste Charge Cost Per Ton - Demo Mtls Cost Per Ton - Trash

TRASH

2 Yard Waste

3 Yard Waste

4 Yard Waste

6 Yard Waste

8 Yard Waste

10 Yard Waste

20 Yard Waste

30 Yard Waste

65 Gallon Toter

95 Gallon Toter

Roll Off Dumpster Per Haul

RECYCLING

1 Bin Toter

35 Gallon Toter

65 Gallon Toter

95 Gallon Toter

2 Yard Recycle

3 Yard Recycle

4 Yard Recycle

6 Yard Recycle

Attachment A							
Department/Div	Location	Address	Current Container	QTY	Freq. of Pickups	Contact	Number
??	Bentleyville		30 yd	1	Seasonal On Call as requested		
??	Seven Bridges Road		10 yd trash	2	temporary		
??	Sidewalk Sale Days		4 yd trash	1	Seasonal On Call as requested		
??	Washington Apts		6 yd trash	1	2/wk		
??	Washington Apts		6 yd recycle	1	1/wk		
??	Woodland Hockey		95 gal trash	2	1/wk		
??	Woodland Hockey		95 gal recycle	1	1/wk		
Bldg & Grounds	Lafayette Square	3026 Minnesota Av	6 yd	1	every 2 weeks	Tom Kasper	730-4492
Bldg & Grounds	Lafayette Square	3026 Minnesota Av	95 gal toter recycle	1	every 2 weeks		
Bldg & Grounds	Park Point Beach	12 St & Beach access	6 yd	2	1/wk		
Bldg & Grounds	Park Point Beach	12 St & Beach access	95 gal recycle	6	1/wk		
Bldg & Grounds	Park Pont Boat Land	Minnesota Ave	4 yd	1	1/wk		
Bldg & Grounds	Chambers Grove	Hwy 23/137th Av W					
Bldg & Grounds	Enger Park	1801 W Skyline Blvd	4 yd	1	1/wk		
Bldg & Grounds	Enger Park	1801 W Skyline Blvd	95 gal recycle	3	1/wk		
Bldg & Grounds	Duluth Lake Walk	250 Canal Park Dr	20 yd flat demo	1	on-call		
Bldg & Grounds	Dog Park	63rd Av w & Roosevelt	96 gal toter		1/wk		
Bldg & Grounds	Bayfront Park East		8 yd	1	1/wk		
Bldg & Grounds	Bayfront Park East		8 yd	1	on-call		
Bldg & Grounds	Bayfront Park West		8 yd	2	3/wk		
Bldg & Grounds	Bayfront Park West		6 yd recycle	1	2/wk		
Bldg & Grounds	W Duluth Toolhouse	40th Ave	30 yd rolloff		On Call		
Bldg & Grounds	City of Clean & Green	317 N 17 1.2 Ave W	30 yd rolloff	1	Seasonal On Call as requested		
Bldg & Grounds	Clean & Green	1 Lk Ave S	30 yd rolloff	1	Seasonal On Call as requested		
Bldg & Grounds	Clean & Green	E. 4th St	30 yd rolloff	1	Seasonal On Call as requested		
Bldg & Grounds	Clean & Green	3525 Riley Rd	20 yd flat demo	2	Seasonal On Call As requested		
Facilities Mgmt	City Hall	411 W 1st Street	3 yd	1	(5) ea day	Joe Miller	730-4432
Facilities Mgmt	City Hall	411 W 1st Street	3 yd recycle cardboard	1	1/wk	Joe Miller	730-4433
Facilities Mgmt	City Hall	411 W 1st Street	95 gal toter recycle	11	1/wk	Joe Miller	730-4434
Facilities Mgmt	City Hall	411 W 1st Street	30 yd	1	on-call	Joe Miller	730-4435
Facilities Mgmt	Building Mte	1532 W Michigan	30 yd roll off	1	on-call	Joe Miller	730-4436
Facilities Mgmt	Building Mte	1532 W Michigan	6 yd	1	1/wk	Joe Miller	730-4437
Facilities Mgmt	Building Mte	1532 W Michigan	3 yd recycle	1	on-call	Joe Miller	730-4438
Facilities Mgmt	City Center West	5830 Grand Ave	3 yd	1	3 M-W-F	Joe Miller	730-4439
Facilities Mgmt	City Center West	5830 Grand Ave	65 gal toter recycle	2	3 M-TH	Joe Miller	730-4440
Facilities Mgmt	Central Hillside	12 E 4th Street	4 yd	1	1/wk	Joe Miller	730-4441
Facilities Mgmt	Central Hillside	12 E 4th Street	4 yd	1	on-call	Joe Miller	730-4442
Facilities Mgmt	Central Hillside	12 E 4th Street	2 yd recycle	1	1/wk	Joe Miller	730-4443
Fire	Fire Hall #1	602 2nd St W	3 yd	1	1/wk	Erik Simonson	730-4393
Fire	Fire Hall #1	602 2nd St W	3 yd recycle	1	on-call	Erik Simonson	730-4393
Fire	Fire Hall #1	602 2nd St W	3 yd OCC	1	on-call	Erik Simonson	730-4393
Fire	Fire Hall #2	2627 Superior St W	95 gal trash	1	1/wk	Erik Simonson	730-4393
Fire	Fire Hall #2	2627 Superior St W	95 gal recycle	1	every 2 wks	Erik Simonson	730-4393
Fire	Fire Hall #4	425 W College St	95 gal trash	2	1/wk	Erik Simonson	730-4393
Fire	Fire Hall #4	425 W College St	95 gal recycle	1	1/wk	Erik Simonson	730-4393
Fire	Fire Hall #5	2138 Minnesota Ave	65 gal trash	1	1/wk	Erik Simonson	730-4393
Fire	Fire Hall #5	2138 Minnesota Ave	65 gal recycling	1	every 2 wks	Erik Simonson	730-4393

Fire	Fire Hall #6	5031 E Superior St	95 gal trash	1	1/wk	Erik Simonson	730-4393
Fire	Fire Hall #6	5031 E Superior St	65 gal recycle	1	every 2 wks	Erik Simonson	730-4393
Fire	Fire Hall #7	1419 Maple Grove Rd	95 gal trash	1	1/wk	Erik Simonson	730-4393
Fire	Fire Hall #7	1419 Maple Grove Rd	95 gal recycle	1	every 2 wks	Erik Simonson	730-4393
Fire	Fire Hall #10	1106 Common Wealth	95 gal trash	1	1/wk	Erik Simonson	730-4393
Fire	Fire Hall #10	1106 Common Wealth	95 gal recycle	1	every 2 wks	Erik Simonson	730-4393
Fire	Fire Hall #11	3501 Woodland Ave	95 gal trash	1	1/wk	Erik Simonson	730-4393
Fire	Fire Hall #11	3501 Woodland Ave	65 gal recycle	1	every 2 wks	Erik Simonson	730-4393
Fleet	Fleet Services Bldg	4825 Mike Corallilo Dr	6 yd	2	on-call	John McIntyre	730-4440
Fleet	Fleet Services Bldg	4825 Mike Corallilo Dr	3 yd cardboard mix	1	on-call	John McIntyre	730-4441
Fleet	Fleet Services Bldg	4825 Mike Corallilo Dr	95 gal toter recycle	1	on call	John McIntyre	730-4442
Library Dept	Main Library	520 W Superior St	3 yd	1	2/wk	Mike Thompson	730-4233
Library Dept	Main Library	520 W Superior St	2 yd recycle	1	2/wk	Mike Thompson	730-4233
Library Dept	Main Library	520 W Superior St	95 gal recycle cardboard	1	2/wk	Mike Thompson	730-4233
Parks	Forestry Dept	110 N 42nd Ave W	3 yd trash	1	1/wk	Kelly Fleissner	730-4491
Parks	Forestry Dept	110 N 42nd Ave W	8 yd trash	3	2/wk	Kelly Fleissner	
Parks	Forestry Dept	110 N 42nd Ave W	30 yd rolloff	1	on-call	Kelly Fleissner	
Parks	Forestry Dept	110 N 42nd Ave W	10 yd	1	on-call	Kelly Fleissner	
Parks	Forestry Dept	110 N 42nd Ave W	6 yd recycling	1	1/wk	Kelly Fleissner	
Parks	Forestry Dept	110 N 42nd Ave W	95 gal recycling	1	1/wk		
Parks & Rec	Wheeler Field	35th Ave W & Grand	6 yd	1	2/wk	Dale Sellner	730-4303
Parks & Rec	Wheeler Field	35th Ave W & Grand	6 yd recycle	1	1/wk	Dale Sellner	730-4303
Parks & Rec	Wheeler Field	35th Ave W & Grand	95 gal recycle	3	1/wk	Dale Sellner	730-4303
Parks & Rec	Wade Stadium Field		96 gal toter recycle		every 2 wks	Dale Sellner	730-4303
Parks & Rec	Duluth Heights Comm Ctr	33 W Mulberry	4 yd	1	1/wk	Lindsey Dean?	
Parks & Rec	Duluth Heights Comm Ctr	33 W Mulberry	95 gal recycle	2	1/wk	Lindsey Dean?	
Parks & Rec	Norton Park Comm Ctr	Coleman & 81st Av W	95 gal trash	1	1/wk	Lindsey Dean?	
Parks & Rec	Norton Park Comm Ctr	Coleman & 81st Av W	95 gal recycling	1	every 2 weeks	Lindsey Dean?	
Parks & Rec	Fond du Lac Comm Ctr	131st Ave W & 5th St	20 yd trash	1	on-call	Lindsey Dean?	
Parks & Rec	Gary/New Duluth	Filmore & 101st Ave	95 gal trash	1	1/wk	Lindsey Dean?	
Parks & Rec	Blackmer Park	Beverly St & 84th Ave W	4 yd trash	1	1/wk		
Parks & Rec	Harrison Park	3002 W 3rd St	95 gal trash	2	1/wk	Lindsey Dean?	
Parks & Rec	Harrison Park	3002 W 3rd St	95 gal recycle	1	1/wk	Lindsey Dean?	
Parks & Rec	Irving Park	20 S 57th Av W	65 gal trash	1	1/wk	Lindsey Dean?	
Parks & Rec	Irving Park	20 S 57th Av W	65 gal recycle	1	every 2 weeks	Lindsey Dean?	
Parks & Rec	Merrit	4017 W 7th St	95 gal trash	1	1/wk	Lindsey Dean?	
Parks & Rec	Merrit	4017 W 7th St	65 gal recycle	1	every 2 weeks	Lindsey Dean?	
Parks & Rec	Morgan Park	1242 88th Av	3 yd	1	2/wk	Lindsey Dean?	
Parks & Rec	Morgan Park	1242 88th Av	30 yd	1	on-call	Lindsey Dean?	
Parks & Rec	Morgan Park	1242 88th Av	95 gal recycle	3	1/wk	Lindsey Dean?	
Parks & Rec	Piedmont Heights	2302 W 23rd St	3 yd	1	1/wk		
Parks & Rec	Piedmont Heights	2302 W 23rd St	95 gal recycle	2	every 2 weeks		
Parks & Rec	Portman	4601 McCulloch	6 yd	1	1/wk		
Parks & Rec	Portman	4601 McCulloch	95 gal recycle	2	1/wk		
Parks & Rec	Riverside	Manitou St/Cato Av	No longer on Waste Mgmt billings			Seasonal Call Up as needed	
Parks & Rec	Rose Garden	13th Ave E & London Rd	3 yd trash	1	1/wk		
Parks & Rec	Woodland Comm Ctr	3211 Allendale	95 gal trash	1	1/wk		
Parks & Rec	Woodland Comm Ctr	3211 Allendale	95 gal recycle	1	1/wk		
Parks & Rec	Grant Recreation Ctr	901 111th St E	95 gal trash	1	1/wk		

Parks & Rec	Grant Recreation Ctr	901 111th St E	95 gal recycle	1	every 2 weeks		
Parks & Rec	Washington CommCtr	310 N 1st Av W	95 gal recycle	1	1/wk		
Parks & Rec	Chester Bowl	1800 E Skyline Blvd	3 yd	1	2/wk		
Parks & Rec	Chester Bowl	1800 E Skyline Blvd	95 gal recycle	3	1/wk		
Parks & Rec	Hillside Sports Ctr	408 E 8th St	65 gal trash	1	1/wk		
Parks & Rec	Hillside Sports Ctr	408 E 8th St	65 gal recycle	1	every 2 weeks		
Parks & Rec	Lincoln Pk Warming	501 N 25th Av W	95 gal trash				
Parks & Rec	Longview Tennis	2502 4th St	95 gal trash	1	1/wk		
Parks & Rec	Longview Tennis	2502 4th St	95 gal recycle	1	1/wk		
Parks & Rec	Memorial Park	5315 Grand Ave	3 yd				
Parks & Rec	Memorial Park	5315 Grand Ave	95 gal recycle				
Parks & Rec	Gary Senior Center	1106 Commonwealth	95 gal trash	1	1/wk		
Parks & Rec	Lower Chester	1417 E & 5th Sts	95 gal trash	2	1/wk		
Parks & Rec	Lower Chester	1417 E & 5th Sts	65 gal recycle	2	every 2 weeks		
Police	Duluth Police Garage	320 2nd st W	35 gal trash	1	on-call	Laura Johnson	730-5420
Police	Animal shelter	2627 Courtlan St	2 yd	1	1/wk	Laura Johnson	730-5420
Police	Animal shelter	2627 Courtlan St	95 gal recycle	1	1/wk	Laura Johnson	730-5420
Publ Works & Util	Lakewood Plant	8130 Congdon Ave	3 yd	1	1/week		
Publ Works & Util	PW & U Facility	530 Garfield Ave	6 yd	2	2/week		
Publ Works & Util	PW & U Facility	530 Garfield Ave	6 yd	1	on-call		
Publ Works & Util	PW & U Facility	530 Garfield Ave	20 yd	1	on-call		
Publ Works & Util	PW & U Facility	530 Garfield Ave	6 yd recycle	1	on-call		
Publ Works & Util	Ariel Lift Bridge	601 Lake Ave	95 gal trash	1	1/week		
Steam Coop	Steam Coop	1 Lake Place	4 yd trash	1	1/wk		723-3601
Steam Coop	Steam Coop	1 Lake Place	95 gal recycle	1	1/wk		
Steam Coop	Steam Coop	1 Lake Place	2 yd recycle	1	1/wk		
Street Maint	Street Maint Central	1123 Mesaba Ave	6 yd trash	1	2/wk	Bruce Kellerhuis	730-4463
Street Maint	Street Maint Central	1123 Mesaba Ave	6 yd recycling	1	1/wk		
Street Maint	Street Maint Central	1123 Mesaba Ave	65 gal recycling	1	1/wk		
Street Maint	W Duluth Toolhouse	4000 W 1st St	6yd trash	1	1/wk	Bob LeDoux	730-4471
Street Maint	Duluth Toolhouse	4002 W 1st st	8 yd		3/wk	Bob LeDoux	730-4471
Tech Village	Tech Village	10 1st St E	4 yd trash	1	1/wk		

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- 4) That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and
- 5) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to me before this _____ day of _____, _____

NOTARY PUBLIC _____

My commission expires: _____

Bidder's Federal Identification Number _____

**EQUAL EMPLOYMENT OPPORTUNITY EEO AFFIRMATIVE ACTION
POLICY STATEMENT & COMPLIANCE CERTIFICATE**

TO: City of Duluth, MN PROJECT NUMBER & DESCRIPTION _____

FROM: _____

(FIRM=s name, address, telephone number)

A) **Employment:** It is the policy of the above named FIRM to afford equal opportunity for employment to all individuals regardless of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance and/or disability. The FIRM will take affirmative action to ensure that we will: (1) recruit, hire, and promote all job classifications without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, FIRM sponsored training, education tuition assistance, social and recreational programs will be administered without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM also intends full compliance with Veteran affirmative action requirements. Additionally, minority and female employees shall be encouraged to participate in all FIRM activities and refer applicants.

I have designated (name) _____ to direct the establishment of and to monitor the implementation of personnel procedures to guide the FIRM=s affirmative action program. Where PROJECTS exceed \$500,000, this official shall also serve as the liaison officer that administers the FIRM=s AMinority Business Enterprise Program.@ This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal opportunity area.

Supervisors have been made to understand that their work performance is being evaluated on the basis of their equal opportunity efforts and results, as well as other criteria. It shall be the responsibility of the FIRM and its supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

- B) Reports:** Unless exempted by law and regulation, the FIRM shall make available and file those reports related to equal opportunity as may be required by the City of Duluth and State and Federal compliance agencies. Requirements and Reports are defined in 41CFR60 ACompliance Responsibility for Equal Opportunity@ published by the U. S. Department of Labor which is incorporated herein by reference. Additional requirements are defined in various State and Federal Civil Rights Legislation and Rules promulgated thereunder.
- C) Nonsegregated Facilities:** The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this Certification, the term Asegregated facilities@ means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation for entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
- D) Affirmative Action Compliance Program:** Unless exempted by regulation and law, the FIRM Bif the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds \$50,000 Bshall prepare and maintain a written affirmative action compliance program that meets the requirement as set forth in 41CFR60.
- E) Non-Compliance:** The FIRM certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.

- F) **Employment Goals - AConstruction@ Projects:** It shall be the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. Further, it is the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.
- G) **Subcontractors:** The FIRM will for all its PROJECT subcontractors regardless of tier (unless exempted by law and regulation) that received in excess of \$2,500 require that: (1) the subcontractor shall execute an AEEO Statement and Certification@ similar in nature to this AStatement and Certification@, (2) said documentation to be maintained on file with the FIRM or subcontractor as may be appropriate.

Executed this _____ day of _____, 20__ by:

Printed name and title

Signature

NOTE: In addition to the various remedies prescribed for violation of Equal Opportunity Laws, the penalty for false statements is prescribed in 18 U.S.C. 1001.

SERVICES AGREEMENT
(Purchase Order # _____)

This agreement (“Agreement”) between the City of Duluth, a Minnesota municipal corporation (“City”) and **NAME OF SERVICE PROVIDER**. (“**NAME**” or “Service Provider”), with offices located at **ADDRESS**.

WHEREAS, City desires to enter into an agreement with a service provider to provide garbage/refuse removal and recycling pick-up;

WHEREAS, City issued a Request for Bid (the “RFB”) for garbage/refuse removal and recycling pick-up for various City departments/divisions locations (the “Services”);

WHEREAS, **NAME** is in the business of providing garbage/refuse removal and recycling pick-up to its customers;

WHEREAS, **NAME** submitted a Response to the RFB (the “Response”) and has represented itself as fully capable of providing garbage/refuse and recycling services to its customers and that it is qualified and willing to perform the services set forth in the RFB;

WHEREAS, based on the Response the City has selected **NAME** as the lowest responsible bidder and wishes to engage **NAME** to provide the Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

City and Service Provider hereby agree to the following terms and conditions:

1. Services. Service Provider shall provide the following Services:

Pick-up of garbage/refuse and recycling at various City division locations described in more detail on the Response attached to this Agreement as Exhibit A and incorporated by reference.

2. Rates/Price and Payment for Services. The rates (the “Rates”) for the Services are outlined in the Exhibit A. Service Provider acknowledges and agrees in the event of an increase in tax rates established by the state of Minnesota or rates established by WLSSD, Service Provider will provide the City with written notice of such increase. Service Provider shall be paid for the Services within thirty (30) days of the City’s receipt an invoice from Service Provider. Notwithstanding the foregoing, Service Provider acknowledges that financial obligations of the City under this Agreement are subject to appropriation, budgeting and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City’s credit or faith, directly or indirectly, to the Service Provider.

3. Term; Termination. The term of this Agreement shall commence on December 1, 2015 and shall continue, unless earlier terminated as provided for herein, for a period of one (1) year (the “Term”). The Term will renew for four (4) additional one (1) year terms (each year a “Renewal Term”) unless either Service Provider or City provides the other party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Term or any Renewal Term. Either party may terminate this Agreement at any time prior to the end of the Term or any Renewal Term due to the other party’s material breach of any of its obligations hereunder, which breach has not been cured to the non-breaching party’s reasonable satisfaction within a reasonable time, not to exceed ten (10) business days,

after receipt of written notice specifying such breach. In addition, during the Renewal Term of this Agreement, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

4. Representations and Warranties. Service Provider represents and warrants that:

- i. Service Provider shall perform its respective duties in a professional and diligent manner in the best interests of City and in compliance with all applicable laws.
- ii. Service Provider and all personnel to be provided by it hereunder have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.

5. Insurance.

A. Service Provider shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:

- (1) Workers compensation insurance in accordance with applicable law.
- (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- (3) City of Duluth shall be named as an Additional Insured under the Public Liability and Automobile Liability and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.
- (4) The use of an Accord form as a certificate of insurance shall be accompanied by two forms:
 - (i) ISO Additional Insured Endorsement (CG-2010 pre-2004) and
 - (ii) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

B. Such insurance shall protect Service Provider, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Service Provider, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

C. Certificates showing that Service Provider is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

6. Indemnification. To the extent allowed by law, Service Provider shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Service Provider's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with the Service Provider's employees or contractors, or d) the use of any materials supplied by the Service Provider to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

7. Data, Records and Inspection.

- a. The City agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information.
- b. All customer addresses and other data or customer information provided to Service Provider by the City pursuant to this Agreement will be confidential and will not be released by Service Provider without prior authorization from the City.
- c. Records shall be maintained by Service Provider in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- d. Service Provider will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- e. Service Provider shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- f. Service Provider shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Service Provider will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

8. Independent Contractors. The parties agree that they are independent contractors, and no agency, partnership, employment or joint venture arrangement shall be deemed to exist by virtue of this Agreement, performance hereunder or otherwise. No employee or independent contractor of Service Provider shall be deemed to have any employment or independent contractor relationship with City by virtue of this Agreement or performance hereunder, and such individuals shall have no claim against City for any employee benefits offered to employees of City.

9. Assignment. Service Provider may not assign this agreement. City may assign this Agreement without the prior written consent of Service Provider.

10. Amendment; Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument signed by the parties.

11. Applicable Law. This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means

which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

13. Captions. The captions contained in this Agreement are solely for convenience of reference and are not part of the Agreement and shall not be used in construing this Agreement or in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth below.

CITY OF DULUTH-

NAME

By: _____
Mayor

By _____

Attest:

Its _____

Date: _____

By: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A

RESPONSE TO REQUEST FOR BID