



Purchasing Division
100 City Hall, 411 W. 1st Street
Duluth, MN 55802-1189
TEL. 218-730-5340
purchasing@duluthmn.gov

ADVERTISEMENT FOR BIDS

CITY OF DULUTH TRASH AND RECYCLING SERVICES

BID NUMBER: 17-13AA

BID OPENING: WEDNESDAY, OCTOBER 25, 2017 AT 2:00 PM

The City of Duluth requests sealed bids for the collection, transportation and disposal of mixed municipal waste and recyclables at approximately 51 city locations. Contractor must be licensed with the City and comply with all city code and Minnesota State statutes. Please see the attached specification and location listing for more information.

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

The selected contractor will be issued a service agreement. This will be a two (2) year agreement with two (2) four-year (4) renewal options. The anticipated start date is December 1, 2017, pending City Council approval.

INSTRUCTIONS TO BIDDERS

By submitting a bid, Bidders are acknowledging that they have read the City of Duluth General Bid Specifications, which are included in this bid package.

Sealed bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified above. 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.

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.

Minnesota law requires that, in order to transact business in the State, including submitting a response to this request for bids/proposals, a corporate entity of any kind must either be organized under Minnesota law or have a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota (M.S. 303.03) By submitting this bid/proposal as a corporation, you are certifying that the responding corporation complies with this requirement.

The following documents must be submitted with your bid:

1. Acknowledgment of Addendum – any changes to this solicitation will be announced via Addendum. Bidders must indicate that they have reviewed any addendum(s) by initialing and dating on the bid form where indicated. Failure to acknowledge addendum(s) may result in your bid being deemed non-responsive.

Please note that the following requirements also apply to this project, and any additional required documents must be submitted prior to award/contract execution. Submitting these documents with your bid will assist in expediting the process.

1. Insurance – Awarded 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.

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

Amanda Ashbach
Purchasing Agent



Purchasing Division
100 City Hall, 411 W. 1st Street
Duluth, MN 55802-1189
TEL. 218-730-5340
purchasing@duluthmn.gov

GENERAL BID SPECIFICATIONS

1. General. This document covers bids requested by the City of Duluth ("City"), including those requested on behalf of its Agents and Authorities. Each authority may issue their own purchase order or contract and will be responsible for it. The City of Duluth Authorities are as follows:
 - a. Duluth Airport Authority
 - b. Spirit Mountain Recreational Area Authority
 - c. Duluth Entertainment and Convention Center
 - d. Duluth Transit Authority
 - e. Duluth Economic Development Authority
 - f. Duluth Housing and Redevelopment Authority
2. Investigation by Bidders. Bidders are responsible for thoroughly reading and understanding the information, instructions, and specifications contained in this Invitation for Bids, and for investigating the site conditions at the Project location(s), if applicable. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve the bidder from any obligation in respect to their bid.
3. Bidder Questions. Responses to general questions regarding the Invitation for Bids may be made at the discretion of the City. Every request for such interpretation should be in writing and delivered via e-mail or postal mail to the Purchasing Division before the deadline indicated on the Invitation for Bids, or if no deadline is specified, at least five (5) days prior to the scheduled bid opening. Responses will be issued in writing in the form of an Addenda or e-mail to prospective bidders.
4. Changes, Corrections & Withdrawal of Bids. Erasures or other changes to the bid must be initialed and dated, however no special conditions shall be made or included in the bid form by the bidder.

Bidders may make requests to withdraw/replace their bids by notifying the Purchasing Division in writing prior to the bid opening date and time.
5. Unit Pricing. If the total bid price is based on unit pricing, the City will verify the extended bid price for each item (obtained by multiplying the unit bid price by the bid item quantity). If any item is incorrectly calculated, the City will use the unit bid price to recalculate the extended item price and the total bid price.
6. Sales Tax. Do not include sales tax in the unit price. A sales tax exemption certificate will be provided upon request.
7. Bid Submission. All bids must be complete, signed, and transmitted in a sealed envelope plainly marked with the bid number, subject matter, and opening date.

Bids may be mailed to the Purchasing Office, City Hall, 411 West 1st Street, Room 100, Duluth, MN 55802 or dropped off in person at the same address. Bids must be received by Purchasing before 2:00 PM local time on the date specified. Bids will not be accepted via e-mail unless specifically stated in the Invitation for Bids.
8. Non-Collusion Clause. By submitting a bid, the bidder, their agent and/or employee(s) hereby affirm 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 for Bids, designed to limit independent bidding or competition
9. Award. Award, if made, will be to the responsible bidder submitting the lowest bid which complies with the conditions of the Invitation for Bids and specifications. A bid summary will be posted on the City website immediately following the bid opening. Awards for construction services and parts /supplies over \$100,000 must be approved by City Council.
10. Bidder Qualifications. Per Sec 41.23(e) of Duluth City Code, price may not be the only consideration for award. The City will make such investigations as deemed necessary to determine the ability, capacity and skill of the bidder to perform the work and perform it in the time specified without delay or interference, the character, integrity, reputation, judgment, experience and efficiency of the bidder, the quality of the bidder's performance of previous contracts or services, and the sufficiency of the financial resources, equipment available and ability of the bidder to perform the contract. Bidders shall furnish to the City all such information and data for this purpose, when requested.
11. Bid Opening. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids. Results will be posted online at <http://www.duluthmn.gov/purchasing/bids-request-for-proposals/> once all bids have been reviewed.
12. Rejection of Bids. The City of Duluth reserves the right to reject any and all bids and to waive any informalities or irregularities in bids received whenever such rejection or waiver is in its best interests.

The City reserves the right to reject any bid if the evidence obtained by the City through such investigation fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work as required by the plans and specifications.
13. Liquidated Damages for Failure to Enter into Contract. The successful bidder, upon their failure or refusal to accept a purchase order or execute and deliver the contract, proof of insurance and bonds required within 10 days after receipt of a notice of the acceptance of their bid, shall forfeit to the City, as liquidated damages for such failure or refusal, the security deposited with their bid (if required).
14. Equal Employment Opportunity. Contractor will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Affirmative action must be taken to insure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin. The City of Duluth is an equal opportunity employer.
15. Quantities. The City reserves the right to increase or decrease the quantities of items within reason, unless otherwise noted.
16. Prevailing Wages. Per Sec 2-26 of Duluth City Code, payment of not less than the prevailing wage and salary rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees is required for all "Public Works" type projects estimated to exceed \$2,000. This does not apply to off-site production and manufacturing of parts and supplies.
17. Validity of Bids. All bids must remain firm for 60 days from the date of bid opening, unless another period is noted in bid documents or if an extension is agreed upon, in writing prior to the end of the 60-day period.
18. Insurance. All vendors doing work on City property, except vendors making routine deliveries, shall submit an insurance certificate verifying insurance coverage as per current city requirements.

BID FORM
17-13AA - TRASH & RECYCLE SERVICES

Monthly Rate								
The monthly rate must include all labor, materials, equipment, supplies, fees, surcharges, taxes and any other costs necessary to perform the services required by this Agreement in the manner and at the times prescribed.								
TRASH CONTAINERS	1 X Week	2 X Week	3 X Week	4 X Week	5 X Week	Every Other Week	1 X Month	On Call / Per Pickup
2 Yard Waste								
3 Yard Waste								
4 Yard Waste								
6 Yard Waste								
8 Yard Waste								
10 Yard Waste								
64 Gallon Toter								
96 Gallon Toter								
RECYCLING CONTAINERS	1 X Week	2 X Week	3 X Week	4 X Week	5 X Week	Every Other Week	1 X Month	On Call / Per Pickup
64 Gallon Toter								
96 Gallon Toter								
2 Yard Recycle								
3 Yard Recycle								
4 Yard Recycle								
6 Yard Recycle								
BULKY ITEMS	Please provide an itemized price list for any items, including stoves, refrigerators, water heaters, washing machines and similar "white goods," bicycles, lawn mowers, lawn chairs, furniture and other waste material other than construction debris, or hazardous waste with weights or volumes greater than those allowed for bags or carts.							

Trash & Recycling Specifications:

Contractor shall furnish all labor and equipment needed to collect, transport and properly dispose of trash and recyclables from all identified city locations.

Agreement Term and Rates: It is anticipated that the low bidder will be awarded a two (2) year agreement (the “Initial Term”) with two (2) additional four (4) year renewal options (each a “Renewal Term”). The Initial Term of this agreement shall commence on December 1, 2017, pending City Council approval. A draft of the agreement is included in the bid package.

Rates must include all costs to meet the minimum service standards set below. Rates shall be held firm for the Initial Term. Rates may be adjusted annually at the beginning of and during each Renewal Term (December 1st) by an amount not to exceed the percentage increase in the Consumer Price Index (CPI) from June of the previous year to June of the current year. The CPI used for this calculation will be CPI-All Urban Consumers (Current Series), Titled “All items in Midwest urban, all urban consumers, not seasonally adjusted” Series ID CUUR0200SA0, as reported on the Bureau of Labor Statistics website at <https://data.bls.gov/>.

Notwithstanding the foregoing, the maximum increase or decrease in rates in any year will be five percent (5%), regardless of the amount by which the CPI has increased or decreased during the twelve (12) month period described above.

Locations: A current list of service locations is attached showing what size container(s) are located at each site along with the current collection frequency. 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. The awarded bidder will be provided contact names and numbers for each location. Each location is identified by its general location within the city – West, Central, or East. The city reserves the right to split the award by region.

Requirements: The awarded contractor shall comply with all Minnesota Statutes and requirements of the City of Duluth code; including:

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 (WLSSD) 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.

Service Standards: The following are considered the minimum essential service standards. All costs associated with meeting these standards must be included in the monthly bid price for each container size & frequency as shown on the bid form. The city will not be responsible for any additional fees or charges.

1. Contractor shall furnish all labor and equipment needed to collect, transport and properly dispose of trash and recyclables from all identified City locations.
2. Contractor shall provide totes/dumpsters of the requested size for use at each location.
3. Contractor shall collect and dispose of all trash and recycling at each location at the frequency shown on the attached listing.
4. The City reserves the right to request changes to locations, container sizes, and frequency of collection. At City's request, Contractor shall start and/or stop service and shall provide and/or remove containers at no additional cost to the City. This includes changing frequency to "on call".
5. No fees shall be permitted for overages. If overfilled containers become an issue at a location, Contractor shall contact the City to discuss addressing the issue with additional or larger containers, increased collection frequency, etc.
6. Dumpsters shall be maintained in a clean and sanitary condition.
7. Contractor shall provide trash and recycle collection for Bentleyville and for Duluth's Sidewalk Sale Days at no additional cost.
8. Contractor shall provide a single point of contact for customer service and billing issues.
9. Invoices shall identify Department/Division, location site, number of pickups during billing period and date of each pickup, container size, whether trash or recyclables, and cost.
10. All charges for the disposal of bulky or hazardous items shall be itemized separately on each invoice. Charges for disposal of such items will be at the rates set forth in the bid.
11. Contractor shall work cooperatively with City of Duluth to continuously improve the waste/recycle services by offering advice on right-sizing containers, collection frequency, addressing illegal dumping of trash, and other issues.

Location Name	Address	Qty	Current Container	Trash / Recycle	Frequency	Map ID	Region	
AERIAL LIFT BRIDGE	601 SOUTH LAKE AVE	1	96g	Trash	1 x Week	16	CENTRAL	
ANIMAL SHELTER	2627 COURTLAND ST	1	2yd	Trash	1 x Week	5	WEST	
ANIMAL SHELTER	2627 COURTLAND ST	1	96g	Recycle	1 x Week	5	WEST	
BAYFRONT PARK EAST	700 RAILROAD ST	1	8yd	Trash	1 x Week	47	CENTRAL	
BAYFRONT PARK EAST	700 RAILROAD ST	1	96g	Recycle	On call	47	CENTRAL	
BAYFRONT PARK WEST	700 RAILROAD ST	1	6yd	Trash	3 x Week	48	CENTRAL	
BAYFRONT PARK WEST	700 RAILROAD ST	1	6yd	Recycle	2 x Week	48	CENTRAL	
BAYFRONT PARK WEST	700 RAILROAD ST	1	8yd	Trash	3 x Week	48	CENTRAL	
BLACKMER PARK	8301 BEVERLY ST	1	4yd	Trash	1 x Week	6	WEST	
BUILDING MAINTENANCE	1532 W MICHIGAN ST	1	3yd	Recycle	1 x Week	1	CENTRAL	
BUILDING MAINTENANCE	1532 W MICHIGAN ST	1	6yd	Trash	2 x Week	1	CENTRAL	
CENTRAL HILLSIDE COMM CTR	12 EAST 4TH ST	1	2yd	Recycle	1 x Week	8	WEST	
CENTRAL HILLSIDE COMM CTR	12 EAST 4TH ST	1	4yd	Trash	1 x Week	8	WEST	
CHESTER BOWL	1800 EAST SKYLINE PKWY	1	6yd	Trash	1 x Week	23	EAST	
CHESTER BOWL	1800 EAST SKYLINE PKWY	3	96g	Recycle	1 x Week	23	EAST	
CITY CENTER WEST	5830 GRAND AVE	1	3yd	Trash	3 x Week	9	WEST	
CITY CENTER WEST	5830 GRAND AVE	4	96g	Recycle	Every Other Week	9	WEST	
CITY HALL	411 WEST 1ST ST	1	3yd	Trash	5 x Week	10	CENTRAL	
CITY HALL	411 WEST 1ST ST	1	3yd	Recycle	1 x Week	10	CENTRAL	
CITY HALL	411 WEST 1ST ST	11	96g	Recycle	2 x Week	10	CENTRAL	
DULUTH ENERGY SYSTEMS	1 LAKE PLACE DR	1	2yd	Recycle	1 x Week	38	CENTRAL	
DULUTH ENERGY SYSTEMS	1 LAKE PLACE DR	1	4yd	Trash	1 x Week	38	CENTRAL	
DULUTH ENERGY SYSTEMS	1 LAKE PLACE DR	1	96g	Recycle	1 x Week	38	CENTRAL	
DULUTH HEIGHTS COMM CTR	33 WEST MULBERRY ST	1	4yd	Trash	1 x Week	11	EAST	
DULUTH HEIGHTS COMM CTR	33 WEST MULBERRY ST	2	96g	Recycle	1 x Month	11	EAST	
ENGER TOWER	16TH AVENUE WEST & SKYLINE PARKWAY	1	4yd	Trash	1 x Week	49	CENTRAL	Seasonal
FIRE HALL #1	602 WEST 2ND ST	1	3yd	Trash	1 x Week	12	CENTRAL	
FIRE HALL #1	602 WEST 2ND ST	1	3yd	Recycle	On call	12	CENTRAL	
FIRE HALL #1	602 WEST 2ND ST	1	64g	Recycle	Every Other Week	12	CENTRAL	
FIRE HALL #1	602 WEST 2ND ST	3	96g	Recycle	Every Other Week	12	CENTRAL	
FIRE HALL #10	1102 COMMONWEALTH AVE	1	96g	Trash	1 x Week	13	WEST	
FIRE HALL #10	1102 COMMONWEALTH AVE	1	96g	Recycle	Every Other Week	13	WEST	
FIRE HALL #11	3501 WOODLAND AVE	1	64g	Recycle	Every Other Week	14	EAST	
FIRE HALL #11	3501 WOODLAND AVE	1	96g	Trash	1 x Week	14	EAST	
FIRE HALL #2	2627 WEST SUPERIOR ST	2	64g	Recycle	Every Other Week	27	WEST	
FIRE HALL #2	2627 WEST SUPERIOR ST	1	96g	Trash	1 x Week	27	WEST	
FIRE HALL #4	425 WEST COLLEGE ST	2	96g	Trash	1 x Week	15	EAST	
FIRE HALL #4	425 WEST COLLEGE ST	1	96g	Recycle	1 x Week	15	EAST	
FIRE HALL #6	5031 EAST SUPERIOR ST	1	96g	Trash	1 x Week	17	EAST	
FIRE HALL #6	5031 EAST SUPERIOR ST	1	96g	Recycle	Every Other Week	17	EAST	
FIRE HALL #7	1419 MAPLE GROVE RD	1	64g	Recycle	Every Other Week	18	EAST	
FIRE HALL #7	1419 MAPLE GROVE RD	1	96g	Trash	1 x Week	18	EAST	
FLEET SERVICES	4825 MIKE COLALILLO DR	1	3yd	Recycle	On call	19	WEST	CONTAINERS MUST BE PICKED UP BETWEEN 7:00 AM AND 3:30 PM
FLEET SERVICES	4825 MIKE COLALILLO DR	1	6yd	Trash	On call	19	WEST	CONTAINERS MUST BE PICKED UP BETWEEN 7:00 AM AND 3:30 PM
FLEET SERVICES	4825 MIKE COLALILLO DR	1	96g	Recycle	On call	19	WEST	CONTAINERS MUST BE PICKED UP BETWEEN 7:00 AM AND 3:30 PM
GARFIELD BUILDING	520 GARFIELD AVE	2	6yd	Trash	2 x Week	21	WEST	
GARFIELD BUILDING	520 GARFIELD AVE	1	6yd	Recycle	2 x Week	21	WEST	
GARFIELD BUILDING	520 GARFIELD AVE	4	96g	Recycle	1 x Week	21	WEST	
GARY SENIOR CENTER	1106 COMMONWEALTH AVE	1	96g	Trash	1 x Week	22	WEST	
GARY-NEW DULUTH COMM CTR	801 101ST AVE W	2	96g	Trash	Every Other Week	2	WEST	
GARY-NEW DULUTH COMM CTR	801 101ST AVE W	1	96g	Recycle	1 x Week	2	WEST	
GRANT RECREATION CENTER	901 EAST 11TH ST	2	96g	Trash	1 x Week	29	EAST	
GRANT RECREATION CENTER	901 EAST 11TH ST	2	96g	Recycle	Every Other Week	29	EAST	
HARRISON PARK	3002 WEST 3RD ST	2	96g	Trash	1 x Week	24	WEST	
HARRISON PARK	3002 WEST 3RD ST	2	96g	Recycle	Every Other Week	24	WEST	
IRVING PARK	20 SOUTH 57TH AVE W	1	64g	Trash	1 x Week	25	WEST	
IRVING PARK	20 SOUTH 57TH AVE W	1	64g	Recycle	Every Other Week	25	WEST	
LAFAYETTE SQUARE COMM CTR	3016 MINNESOTA AVE	1	6yd	Trash	Every Other Week	26	CENTRAL	
LAFAYETTE SQUARE COMM CTR	3016 MINNESOTA AVE	1	96g	Recycle	Every Other Week	26	CENTRAL	
LAKEWOOD WATER TREATMENT PLANT	8130 CONGDON BLVD	1	3yd	Trash	1 x Week	28	EAST	
LAKEWOOD WATER TREATMENT PLANT	8130 CONGDON BLVD	1	96g	Recycle	1 x Week	28	EAST	

LONGVIEW TENNIS COURTS	326 NORTH 25TH AVE E	1 2yd	Trash	1 x Week	30	EAST	
LONGVIEW TENNIS COURTS	326 NORTH 25TH AVE E	1 96g	Recycle	1 x Week	30	EAST	
LOWER CHESTER	1417 EAST 5TH ST	1 64g	Recycle	Every Other Week	32	EAST	
LOWER CHESTER	1417 EAST 5TH ST	1 96g	Trash	1 x Week	32	EAST	
MAIN LIBRARY	520 WEST SUPERIOR ST	1 2yd	Recycle	2 x Week	35	CENTRAL	
MAIN LIBRARY	520 WEST SUPERIOR ST	1 3yd	Trash	2 x Week	35	CENTRAL	
MAIN LIBRARY	520 WEST SUPERIOR ST	1 96g	Recycle	2 x Week	35	CENTRAL	
MERRITT PARK	4017 WEST 7TH ST	1 64g	Recycle	Every Other Week	31	WEST	
MERRITT PARK	4017 WEST 7TH ST	1 96g	Trash	1 x Week	31	WEST	
MORGAN PARK	1242 88TH AVE W	1 3yd	Trash	2 x Week	33	WEST	
MORGAN PARK	1242 88TH AVE W	3 96g	Recycle	Every Other Week	33	WEST	
NORTON PARK	COLEMAN STREET & 81ST AVE W	1 96g	Trash	1 x Week	50	WEST	
NORTON PARK	COLEMAN STREET & 81ST AVE W	1 96g	Recycle	Every Other Week	50	WEST	
PARK MAINTENANCE	110 NORTH 42ND AVE W	1 3yd	Trash	2 x Week	4	WEST	
PARK MAINTENANCE	110 NORTH 42ND AVE W	1 6yd	Recycle	1 x Week	4	WEST	
PARK MAINTENANCE	110 NORTH 42ND AVE W	2 8yd	Trash	3 x Week	4	WEST	
PARK MAINTENANCE	110 NORTH 42ND AVE W	1 8yd	Recycle	1 x Week	4	WEST	
PARK POINT	45TH ST & MINNESOTA AVE	2 6yd	Trash	2 x Week	51	CENTRAL	
PARK POINT	45TH ST & MINNESOTA AVE	1 6yd	Recycle	1 x Week	51	CENTRAL	
PARK POINT	45TH ST & MINNESOTA AVE	6 96g	Recycle	1 x Week	51	CENTRAL	
PIEDMONT PARK	2302 WEST 23RD ST	1 3yd	Trash	1 x Week	34	WEST	
PIEDMONT PARK	2302 WEST 23RD ST	2 96g	Recycle	Every Other Week	34	WEST	
PORTMAN PARK	4601 MCCULLOCH ST	1 6yd	Trash	1 x Week	36	EAST	
PORTMAN PARK	4601 MCCULLOCH ST	2 96g	Recycle	1 x Week	36	EAST	
RILEY RD DOG PARK	3500 RILEY RD	1 3yd	Trash	1 x Week	3	EAST	
STREET MAINTENANCE CE	1123 MESABA AVE	1 6yd	Trash	1 x Week	39	CENTRAL	
STREET MAINTENANCE CE	1123 MESABA AVE	1 6yd	Recycle	1 x Month	39	CENTRAL	
TECH VILLAGE PARKING	10 EAST 1ST ST	1 2yd	Trash	2 x Week	40	CENTRAL	
WASHINGTON COMM CTR	310 NORTH 1ST AVE W	1 96g	Recycle	1 x Week	42	CENTRAL	
WASHINGTON STUDIOS	315 NORTH LAKE AVE	1 6yd	Trash	2 x Week	41	CENTRAL	
WASHINGTON STUDIOS	315 NORTH LAKE AVE	1 6yd	Recycle	1 x Week	41	CENTRAL	
WEST DULUTH TOOLHOUSE	4002 WEST 1ST ST	1 6yd	Trash	1 x Week	43	WEST	
WHEELER FIELD	3501 GRAND AVE	1 6yd	Trash	2 x Week	44	WEST	
WHEELER FIELD	3501 GRAND AVE	1 6yd	Recycle	1 x Week	44	WEST	
WHEELER FIELD	3501 GRAND AVE	3 96g	Recycle	1 x Week	44	WEST	
WOODLAND COMM CTR	3211 ALLENDALE AVE	1 96g	Trash	1 x Week	45	EAST	
WOODLAND COMM CTR	3211 ALLENDALE AVE	1 96g	Recycle	Every Other Week	45	EAST	
WOODLAND HOCKEY	3211 ALLENDALE AVE	2 3yd	Trash	1 x Week	46	EAST	Seasonal
WOODLAND HOCKEY	3211 ALLENDALE AVE	1 64g	Recycle	1 x Week	46	EAST	Seasonal
WOODLAND HOCKEY	3211 ALLENDALE AVE	2 96g	Recycle	Every Other Week	46	EAST	Seasonal

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: _____

(Vendor'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 "Minority 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 "Compliance 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 "segregated

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—if the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds \$50,000—shall 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 - "Construction" 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 "EEO Statement and Certification" similar in nature to this "Statement 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.

SERVICE AGREEMENT
(Purchase Order #_____)

This agreement ("Agreement") between the City of Duluth, a Minnesota municipal corporation ("City") and *Contractor Name*. ("Contractor"), with offices located at *Address*.

WHEREAS, City desires to enter into an agreement with a Contractor to provide trash and recycling collection, transportation and disposal services;

WHEREAS, City issued an Advertisement for Bids (the "IFB") for trash and recycling collection, transportation and disposal services for various City departments/divisions locations (the "Services");

WHEREAS, Contractor is in the business of providing trash and recycling collection, transportation and disposal services to its customers;

WHEREAS, Contractor submitted a bid in response to the IFB (the "Bid") and has represented itself as fully capable of providing trash and recycling collection, transportation and disposal services to its customers and that it is qualified and willing to perform the services set forth in the IFB;

WHEREAS, the City has selected Contractor as the lowest responsible bidder and wishes to engage Contractor to provide the Services;

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

City and Contractor hereby agree to the following terms and conditions:

1. Services. The following are considered the minimum essential service standards.
 - a. Contractor shall furnish all labor and equipment needed to collect, transport and properly dispose of trash and recyclables from all identified city locations.
 - b. Contractor shall provide totes/dumpsters of the requested size for use at each location.
 - c. Contractor shall collect and dispose of all trash and recycling at each location at the frequency shown on the attached schedule.
 - d. The city reserves the right to request changes to locations, container sizes, and frequency of collection. At city's request, contractor shall start and/or stop service and shall provide and/or remove containers at no additional cost to the city. This includes changing frequency to "on call".
 - e. No fees shall be permitted for overages. If overfilled containers become an issue at a location, Contractor shall contact the City to discuss addressing the issue with additional or larger containers, increased collection frequency, etc.
 - f. Dumpsters shall be maintained in a clean and sanitary condition.
 - g. Contractor shall provide a single point of contact for customer service and billing issues.
 - h. Invoices shall identify Department/Division, location site, number of pickups during billing period and date of each pickup, container size, whether trash or recyclables, and cost.
 - i. All charges for the disposal of bulky or hazardous items shall be itemized separately on each invoice. Charges for disposal of such items will be at the rates set forth in the bid.

- j. Contractor shall work cooperatively with City of Duluth to continuously improve the waste/recycle services by offering advice on right-sizing containers, collection frequency, addressing illegal dumping of trash, and other issues.

2. Rates. The Rates established by this Agreement shall be the full, entire, and complete compensation due to Contractor for furnishing all labor, materials, equipment, supplies, and other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

Contractor shall submit invoices monthly. Contractor shall be paid for the Services within thirty (30) days of the City's receipt of an invoice. Notwithstanding the foregoing, Contractor 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 Contractor.

3. Term; Termination. The term of this Agreement shall commence on December 1, 2017 and shall continue, unless earlier terminated as provided for herein, for a period of two (2) years (the "Initial Term"). The agreement will renew for two (2) additional four (4) year terms (each a "Renewal Term") unless either Contractor 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.

4. Price Adjustments. Rates may be adjusted annually at the beginning of and during each Renewal Term by an amount not to exceed the percentage increase in the Consumer Price Index (CPI) from June of the previous year to June of the current year. The CPI used for this calculation will be CPI-All Urban Consumers (Current Series), Titled "All items in Midwest urban, all urban consumers, not seasonally adjusted" Series ID CUUR0200SA0, as reported on the Bureau of Labor Statistics website at <https://data.bls.gov/>.

5. Representations and Warranties. Contractor represents and warrants that it shall perform its respective duties in a professional and diligent manner in the best interests of City and in compliance with all applicable laws; and that 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.

6. Insurance. Contractor 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 Contractor 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 Contractor'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 Contractor, 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 Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

C. Certificates showing that Contractor 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.

7. Indemnification. To the extent allowed by law, Contractor 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 Contractor'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 Contractor's employees or contractors, or d) the use of any materials supplied by the Contractor 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.

8. Data, Records and Inspection.

- a. The City agrees that it will make available all pertinent information, data and records under its control for Contractor to use in the performance of this Agreement, or to assist Contractor wherever possible to obtain such records, data and information.
- b. All customer addresses and other data or customer information provided to Contractor by the City pursuant to this Agreement will be confidential and will not be released by Contractor without prior authorization from the City.
- c. Records shall be maintained by Contractor 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. Contractor 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. Contractor 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. Contractor 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. Contractor 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. Costs incurred by the City in performance of the audit shall be borne by the City. Third party audits requested by the City shall be at the City's expense.

9. 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 Contractor 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.

10. Assignment. Contractor may not assign this agreement. City may assign this Agreement without the prior written consent of Contractor.

11. 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.

12. 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.

13. 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.

14. 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-

CONTRACTOR NAME

By: _____
Mayor

Attest:

By: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

By _____

Its _____

Date: _____