

# ***CITY OF FOLEY***

## **REQUEST FOR PROPOSALS FOR ORGANIZED SOLID WASTE COLLECTION**



**RELEASED APRIL 11, 2019**

### **Scope of Services**

The City of Foley has outlined a minimum scope of services as embodied in the Preliminary Contract (**Exhibit A**). The final scope of services will be dependent upon the responses from haulers and negotiations that lead to the Final Contract. The present scope of services identified is as follows:

**Households/Units.** The approximate number of residential units is 652. The approximately number of commercial units is 77. All units would be served with a single hauler. A city map (**Exhibit B**) has been provided.

**Containers.** The Hauler shall own and maintain all containers and offer residents a solid waste bag or tag system and container option in each of the following ranges: 30-35 gallon, 60-65 gallon, and 90-95 gallon. Recycling containers shall be a minimum size of 60 gallons. Containers for commercial units shall be 60-65 gallon, 90-95 gallon and dumpsters sizes of 1 cubic yard, 1.5 cubic yard, 2 cubic yard, 4 cubic yard, 6 cubic yard and an option for a 30 yard self-contained trash compactor.

**Collection Days.** Collection will be required once weekly (preferably Friday) for residential units. Commercial will be provided service at least weekly and up to three times per week.

**Collection Times.** Collection may begin no earlier than 6 a.m. and collection shall cease by 6 p.m. unless approved by the City.

**Recycling.** Collection of single sort recyclable material is required once every other week on the same day as solid waste collection.

**Billing.** Billing, will be administered by the Hauler.

**Delivery of Service.** Vehicles and personnel must meet minimum standards as indicated in the Preliminary Contract to ensure public safety, city-wide cleanliness, and a high level of customer satisfaction.

**Special Collection Event.** The Hauler shall include one annual curbside special collection event in the City in the fall at no additional charge to the City or customers.

**Service to City Facilities.** The Hauler will provide collection service to all City facilities at no additional charge.

**Contract Provisions.** The Hauler will be required to provide meaningful customer service to City residents, regular reporting to the City, and indemnification of the City together with proof of liability insurance coverage.

### **Special Collection Events**

There will be one special curbside collection event per year in the fall of each year. Dates of the special pick-ups are to be approved by the City and will be held on a Saturday in the fall. This cleanup is for larger, bulky items but does not include yard waste, appliances, electronics, tires or other hazardous waste.

### **Submission Requirements**

All submissions will become the property of the City and will not be returned. The contents of this RFP, any addenda to this RFP, the successful proposal, and any written clarifications to the contents thereof submitted by the successful Hauler shall become part of the contractual obligations and be incorporated by reference into the final contract. All haulers must submit a qualifications section within their proposals. The qualifications section must include information in the following areas:

#### **Management Responsibility**

Haulers will be evaluated on the basis of their experience with similar solid waste collection projects. Haulers' responses should address the following:

1. Successful working relationships with municipalities and other governmental agencies;
2. Number and identification of similar collection projects undertaken by the hauler within the State of Minnesota;
3. Innovative techniques used to increase efficiency and reduce wear on public roads; and
4. Hauler's approach to customer service under an organized collection system.

Haulers must identify the problems that the Hauler believes could arise and provide a summary of how the Hauler will address such issues. This should include how the hauler deals with absent employees, equipment breakdowns; and capability to provide flexible service.

The Hauler must address specifically how the Hauler will work with the City to identify and resolve recurring problems. The must indicate the number of employees and how they will be utilized by the Hauler to ensure proper collection and customer service.

Haulers are encouraged to submit references for existing residential collection services under contract with governmental entities to demonstrate their experience.

#### **Collection Services**

The Hauler shall describe how it would implement and carry out the services requested in this RFP. The Hauler shall provide sufficient information to demonstrate the Hauler's clear understanding of the services requested by the City through this RFP. The response shall provide sufficient information to demonstrate that the proposed service will, at a minimum, satisfy all of the service objectives of this RFP and handle the quantity and composition of materials to be collected. The information should include equipment descriptions and specifications and the identification of any additional equipment and containers that Hauler would purchase, lease or otherwise secure in order to provide services within the City.

### Container Management

The Hauler shall describe a plan for distribution, maintenance, and replacement of solid waste containers. The Hauler shall describe their approach to changing out containers due to resident request, service changes to a property, and damaged or defective containers.

### Price Proposals

All responsive Haulers shall provide a completed Price Worksheet as attached in **Exhibit C**. This includes pricing per container size for solid waste and recycling collection as well as a bag or tag system. This form shall be executed by the authorized official to bind the Hauler.

### Proposal Forms

Haulers shall submit the following forms as a part of their proposals:

1. Price Worksheet (**Exhibit C**)
2. Hauler Questionnaire with signed Certification (**Exhibit D**)

All forms must be completed and submitted for the proposal to be deemed responsive. All forms must be executed by an official authorized to bind the Hauler, and must be submitted as part of the proposal.

### **Submitting Proposals**

Proposals must be submitted by 12:00pm on May 2, 2019 to the following:

Sarah A. Brunn, Foley City Administrator  
251 4<sup>th</sup> Avenue N  
P.O. Box 709  
Foley, MN 56329  
320-968-7260  
[sbrunn@ci.foley.mn.us](mailto:sbrunn@ci.foley.mn.us)

### Questions and Amendments to the RFP

Questions, requests for clarification, or requests for information about this RFP or process must be submitted in writing (via mail or email) to Sarah Brunn, City Administrator (see above for address).

The City reserves the right to amend or clarify this RFP. All amendments or clarifications will be posted on the City website and provided to all Haulers who have picked up an RFP packet at City Hall. The City reserves the right to extend the deadline for proposals as may be necessitated by amendments or clarifications.

### Cost of Proposal Preparation and Negotiation

All Haulers participating in this RFP process and any subsequent negotiations shall prepare the required materials and submittals and any subsequent materials and submittals at their own expense, and with the express understanding that there may be no claims whatsoever for reimbursement from City for any cost or expenses associated with this process. The City reserves the right to terminate the process at any time.

Availability of Information

The City and its consultants are not liable for omissions or errors contained in the RFP, and submittal of a proposal by a Hauler shall serve as the Hauler's verification and acknowledgement of the City's lack of liability.

Proposals May be Rejected in Whole or Part

The City reserves the right to reject any or all proposals; reject parts of proposals; negotiate modifications of proposals submitted for purposes of finalizing and executing a final contract or contracts; and accept part or all of the proposals on the basis of considerations other than cost or proposed rates.

How to Submit Proposals

RFP packets can be picked up at Foley City Hall during regular business hours, beginning April 11, 2019. All haulers must sign an acknowledgment of receipt so that the City has a record of interested haulers and can provide additional information or amendment to the RFP or proposed schedule.

Proposal shall be submitted to the City Administrator at City Hall no later than 12:00 p.m. on **May 2, 2019**, in a sealed envelope with the name of the proposing Hauler on the outside and addressed as follows:

“Solid Waste Collection Services Proposal”  
City of Foley  
c/o Sarah A. Brunn, City Administrator  
251 4<sup>th</sup> Avenue N  
P.O. Box 709  
Foley, MN 56329

Proposals will be date-stamped and treated in accordance with the Minnesota Government Data Practices Act. Seven written hard copies of the proposal, including all forms and attachments, shall be submitted.

**Exhibit A**

Preliminary Contract

**REFUSE COLLECTION SERVICE AGREEMENT**

This Agreement between the City of Foley, a Minnesota municipal corporation (the “City”) and \_\_\_\_\_ (the “Contractor”) is made July 1, 2019 (“Effective Date”). The collection of refuse under this Agreement shall be managed and disposed of in accordance with the Benton County Solid Waste Ordinance #162, as may be amended, and the Tri-County Solid Waste Management Plan.

**RECITALS**

**WHEREAS**, Minnesota Statute §115A.94 allows cities to implement organized solid waste collection;

**WHEREAS**, the City of Foley has implemented organized collection within the City of Foley for many years;

**WHEREAS**, the City released a Request for Proposals (“RFP”) for organized collection on April 11, 2019; and

**WHEREAS**, Contractor submitted a proposal to the RFP (“RFP Response”) to provide service under the terms of the RFP submission.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the representations in this Agreement, the City and Contractor agree to the following terms:

1. **Definitions.** Terms in this Agreement shall have the following meaning:

***Acceptable Waste:*** garbage, refuse and other municipal solid waste from residential activities, but does not include Prohibited Waste or Recyclables.

***Prohibited Waste:*** waste delivered in quantities which, as determined by the Tri-County Solid Waste Management Commission, may pose a threat to health or safety, or to the environment, or may cause damage to, or materially adversely affect, the operation of the Facility accepting waste, including but not limited to: incinerator ash; foundry sand; explosives; hospital pathological and biological waste; Hazardous Waste; chemicals and radioactive materials; oil sludges; asbestos in identifiable quantities; cesspool or other human wastes; sewage and any other highly diluted, water-carried materials or substances and those in gaseous forms; human or animal remains; street sweepings; ash; mining waste; sludges; demolition debris; hazardous refuse of any kind such as cleaning fluids, crank case oils, cutting oils, paints, acids, caustics, poisons, drugs and such other materials as may be specified from time to time by resolution of the Tri-County Solid Waste Management Commission or by resolution of the Benton County Board.

**Recyclables:** metal food/drink containers, glass bottles and jars, plastic bottles and containers, cardboard, and paper, but does not include Prohibited Waste.

**Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Hazardous Waste:** waste defined as hazardous waste by State or Federal law, rules and regulations from time to time, including but not limited to 42 U.S.C. Section 6903 (5), and regulations interpreting such act, or in Minnesota Statutes Section 116.06, subd. 13 and regulations interpreting such statute, but excluding waste excluded from regulation by Minnesota Rules 7045.0120A, as any of the foregoing may be amended from time to time.

**Household:** Any dwelling unit located in a building containing up to four dwelling units that is served by refuse collection under this Agreement.

**Commercial Unit:** Any commercial property or business, other than a Household, that is served by refuse collection under this Agreement.

**Facility:** the disposal facility designation by the Tri-County Solid Waste Commission.

2. **Term.** The term of this Agreement shall be from the Effective Date, to June 30, 2024. Actual collection service shall begin on July 1, 2019 and run through June 30, 2024.
3. **Incorporation of RFP Response from Contractor.** In addition to the terms of this Agreement, the City has relied on the representations from the Contractor the RFP Response. Contractor's RFP Response is part of the contractual obligations and are hereby incorporated into this Agreement. In the event that any representation by Contractor in the RFP Response conflicts with any term of this Agreement, this Agreement shall control and take precedent.
4. **Household Count.** The approximate number of Households/Residential Units as of the Effective Date is 652. The City will provide Contractor with a report of addresses for all Households in the City upon request. The City shall provide Contractor with updates to the Household addresses upon request.
5. **Commercial Unit Count.** The approximate number of Commercial Units as of the Effective Date is 77. The City will provide Contractor with a report of addresses for all Commercial Units in the City upon request. The City shall provide Contractor with updates to the commercial addresses upon request.
6. **Refuse Collection Service.** In providing said service Contractor shall:
  - (a) **Refuse Containers.** Contractor shall collect Acceptable Waste at least weekly of all Households and Commercial Units in the City of Foley that are placed in containers provided by Contractor and approved by the City.



- (b) Recycling Containers. Contractor shall collect Recyclables once every other week in single-sort containers at least 60 gallons in size or larger provided by Contractor and approved by the City Council. Recyclable collection shall occur on the same day as refuse collection.
- (c) Handling of Prohibited Waste. If Contractor determines that a Household or Commercial Unit has set out Prohibited Waste, Contractor shall:
  - i. Leave the prohibited waste in the Household's refuse container and leave a "Prohibited Waste" tag.
  - ii. Record the address and the prohibited waste.
- (d) Collection Vehicles. Contractor shall use an enclosed truck for Acceptable Waste and Recyclable pick-up service. Each vehicle shall be:
  - i. Conspicuously marked with the name and telephone number of Contractor on both sides of the vehicle.
  - ii. Equipped with a fire extinguisher, back up alarms, first aid kit, and broom and shovel for cleaning up spillage.
  - iii. Licensed, inspected, and operated in accordance with all State and local laws and regulations.
  - iv. Maintained in proper working order free of leaking fluids and in as cleanly and odor free condition as possible.
- (e) Contractor Personnel. Contractor shall ensure that its personnel providing service under this Agreement:
  - i. Wear a uniform with a name tag or identification.
  - ii. Conduct themselves in a courteous and professional manner.
  - iii. Operate collection vehicles in a safe, alert manner free from the distractions of hand-held electronic devices as required by state law, and free from the influence of drugs or alcohol.
- (f) Disposal by Contractor. Dispose of all Acceptable Waste and Recyclables at facilities where the Contractor can legally dispose of at Contractor's expense. Collection vehicles shall be weighed after completion of a route or at the end of the day, whichever occurs first. Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's name, vehicle number, tare weight, gross weight, and net wet weight. A copy of each weight slip shall be kept on file for the term of this Agreement and shall be made available for inspection upon request by the City.
- (g) Collection Day. Collect all Acceptable Waste once weekly on Fridays.
- (h) Holidays. If the regular collection date falls on a holiday, the Contractor may collect all Acceptable Waste and Recyclables on the next day. The Contractor shall, at its expense, notify the City and residents of changes in collection dates resulting from a holiday, at the beginning of every year.
- (i) Collection Times. Contractor shall not begin collections before 6:00 a.m. and shall complete collection by 6:00 p.m. For good cause, Contractor may request an exception for a specific collection day from the Public Works Director by phone or email.
- (j) Lost and Damaged Containers. Contractor will be allowed to bill residents or businesses directly for carts or dumpsters damaged by the resident or business or

carts taken without the consent of Contractor or the City. The City is not responsible for any of these costs.

- (k) Missed Collections. The Contractor shall be responsible for missed collections. If Contractor receives notice of the missed collection before noon, the missed collection shall be picked up on the same day. If Contractor receives notice after 12 p.m., Contractor shall pick up the missed collection no later than the next day. If the refuse container was not in place for collection at the time Contractor provided service, it is not a “missed collection.” The Hauler shall pay the City a \$25 missed pickup fee per unit for failure to resolve the missed collection within the proper time period after notification.
- (l) Cleanup of Spilled Material. Contractor shall make its best efforts to avoid and control spillage or blowing refuse. Contractor shall immediately cleanup any refuse spilled or blown from collection vehicles during the course of collection operations.
- (m) Construction Dumpsters. This agreement does not include disposal of construction debris by dumpster. Each household/commercial unit may contact any company for this type of disposal service.
- (n) Title to Waste. Title to and liability for Prohibited Waste shall at no time pass to Contractor or the City.

**7. Commercial Service Costs**. The cost for commercial refuse service collection shall include a fee based on refuse container size, a fee for recycling, and any other special fees for waste collection.

- (a) Refuse Fee. All Commercial Units shall pay a fee for the Acceptable Waste collection based on the container size (“Commercial Refuse Fee”). The Commercial Refuse Fee rates are as follows:
  - i. The rate for 60-65 gallon containers shall be \$<> per month.
  - ii. The rate for 90-95 gallon containers shall be \$<> per month.
  - iii. The rate for a 1 cubic yard dumpster shall be as follows:
    - 1) One Pickup/Week: \$<> per month.
    - 2) Two Pickups/Week: \$<> per month.
    - 3) Three Pickup/Week: \$<> per month.
  - iv. The rate for a 1.5 cubic yard dumpster shall be as follows:
    - 1) One Pickup/Week: \$<> per month.
    - 2) Two Pickups/Week: \$<> per month.
    - 3) Three Pickup/Week: \$<> per month.
  - v. The rate for a 2 cubic yard dumpster shall be as follows:
    - 1) One Pickup/Week: \$<> per month.
    - 2) Two Pickups/Week: \$<> per month.
    - 3) Three Pickup/Week: \$<> per month.
  - vi. The rate for a 4 cubic yard dumpster shall be as follows:
    - 1) One Pickup/Week: \$<> per month.
    - 2) Two Pickups/Week: \$<> per month.
    - 3) Three Pickup/Week: \$<> per month.
  - vii. The rate for a 6 cubic yard dumpster shall be as follows:
    - 1) One Pickup/Week: \$<> per month.

- 2) Two Pickups/Week: \$<> per month.
    - 3) Three Pickup/Week: \$<> per month.
  - (b) **Compactors.** The rate for a 30-yard, self-contained trash compactor.
    - 1) One Pickup/Week: \$<> per month.
    - 2) Two Pickups/Week: \$<> per month.
    - 3) Three Pickup/Week: \$<> per month.
  - (c) **Pass Through Costs.** Contractor’s fees listed above include all existing taxes, fees, and charges required by third-parties. Contractor may pass through for payment by the residents or businesses for new, future actual costs from government-imposed taxes, fees and charges (other than income or real property taxes) or changes in local, state, or federal rules, ordinances or regulations.
- 8. **Residential Service Costs.** The cost for residential refuse service collection shall include a fee based on refuse container size, a fee for recycling, and any other special fees for additional bags or special Acceptable Waste collection.
  - (a) **Refuse Fee.** All Households shall pay a fee for the Acceptable Waste collection based on the container size (“Refuse Fee”). The Refuse Fee rates are as follows:
    - i. The rate for 30-35 gallon containers shall be \$<> per month.
    - ii. The rate for 60-65 gallon containers shall be \$<> per month.
    - iii. The rate for 90-95 gallon containers shall be \$<> per month.
    - iv. The rate for a bag or tag system shall be \$<> per unit.
  - (b) **Pass Through Costs.** Contractor’s fees listed above include all existing taxes, fees, and charges required by third-parties. Contractor may pass through for payment by the residents or businesses for new, future actual costs from government-imposed taxes, fees and charges (other than income or real property taxes) or changes in local, state, or federal rules, ordinances or regulations.
- 9. **Billing.** The Contractor shall bill all Households and Commercial Units for the Refuse Fee, Recycling Fee, and corresponding taxes. The Contractor shall bill all other fees and charges for additional bags, special waste collection, container exchanges, or damaged carts.
- 10. **Customer Service.** The Contractor shall provide staffing of a local telephone number to receive missed collection complaints and other complaints between the hours of 7:00 a.m. until 4:30 p.m. on all days of collection as specified in this Agreement. Phone calls to the Contractor for any reason must be answered by a “live person” rather than a recording, or roll over to an answering machine/voice mail system to leave a message. Return calls from voice mail messages must be returned within three hours during the hours of 7:30 a.m. to 4:00 p.m. during regular business hours. Voice mail messages left after 4:00 p.m. must be returned prior to 10:00 a.m. the next business day. Recorded messages of the Contractor shall request a day time phone number where the caller can be reached. The Contractor may also request a daytime email address for customers.

The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. The telephone number shall be given to the City in writing, with a minimum of ten days’ prior notice of any change. The address of this office as of the execution of the Agreement is <insert contractor address>, and the

telephone number is <insert contractor phone#> The Contractor shall also allow complaints to be made electronically and shall provide an email address or website link.

11. **Delayed Refuse Collection.** After notice to City staff, the Contractor may postpone trash collections due to severe weather or other causes outside the Contractor’s reasonable control (each, an event of “Force Majeure”). Every effort shall be made by the Contractor to coordinate service postponement announcements with the City so that mixed messages are not broadcast to City residents. Upon postponement, collection will be made on the next day following the conclusion of delay-causing event. Road projects may occasionally impact Contractor’s collection routes. The City and Contractor shall work together to ensure that efficient refuse collection is maintained during road projects.
  
12. **Special Cleanup Collections.** Contractor agrees to conduct a Fall special cleanup with special curbside collection on a date mutually agreed upon by the City and Hauler. This date will typically be held on a Saturday in October. Contractor agrees to publish for two weeks an advertisement in the official city newspaper with details of the event.
  
13. **Service to City Facilities.** The Contractor shall, at no extra cost to the City, supply the City of Foley the following containers and/or dumpsters:

| LOCATION   | TYPE OF CONTAINER                               | COLLECTION   |
|--|---|--|
| 321 4 <sup>th</sup> Avenue N – Public Works      | Public Works – 6 cubic yard dumpster            | 3 times per week   |
| 251 4 <sup>th</sup> Avenue N – City Hall (alley) | 1 - 65-gallon refuse<br>2 - 65-gallon recycling | Refuse – weekly<br>Recycling – bi-weekly   |
| 440 Broadway Avenue S                            | 30 yard roll-off – Foley Fun Days               | Drop Off Friday before Foley Fun Days – pick up Friday after (June of each year) |
|  |   |  |
|  |   |  |
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|  |   |  |

14. **Public Education.** Contractor shall, at its sole cost, prepare and distribute an annual public education piece and “Prohibited Waste” tags. Contractor agrees to work with the City to provide information for the City’s various communication outlets on waste education and service issues.
  
15. **City Inspection.** The City, at its sole cost, may inspect all Contractor’s records directly relating to this Agreement, vehicles, and facilities used by Contractor to provide service under this Agreement. The City will provide reasonable advanced notice to Contractor of

such inspection. Contractor agrees to comply with the Minnesota Government Data Practices Act regarding maintenance of data, data privacy, and data dissemination.

- 16. Liability.** Nothing in this Agreement shall constitute a waiver of the City's statutory limits on liability set forth in Minnesota Statutes Chapter 466 or a waiver of any available immunities or defenses. Insurance secured by Contractor shall be issued by insurance companies acceptable to the City and authorized to do business in Minnesota. All required insurance shall be in effect on the Effective Date and remain continuously in effect for the term of the Agreement. Contractor shall provide the City with evidence of insurance on an ACORD Insurance Certificate. A 30-day written notice is required if the policy is cancelled. Acceptance of the insurance by the City shall in no way affect the liability of the Contractor.
- (a) Indemnification. Contractor agrees to indemnify, defend and hold the City of Foley harmless from any and all claims, demands, damages, costs, judgments or liabilities, including reasonable attorney fees, to the extent caused by the negligence or willful misconduct of the Contractor or non-performance by the Contractor of the requirements of this Agreement.
  - (b) Commercial General Liability Insurance. Contractor shall obtain and maintain commercial general liability insurance in companies satisfactory to the City, naming the City as additional insured in the sum of at least \$1,000,000 general aggregate, \$1,000,000 personal injury per occurrence, \$1,000,000 property damage per occurrence.
  - (c) Commercial Automobile Liability Insurance. Contractor shall obtain and maintain commercial automobile liability insurance on all owned, leased, or operated vehicles providing service under this Agreement in the sum of at least \$1,000,000.00 per accident.
  - (d) Workers Compensation Insurance. Contractor shall meet all statutory requirements for workers compensation insurance coverage.
  - (e) Independent Contractor. Nothing contained in this Agreement is intended to create or establish an employer/employee relationship or a partnership between the City and Contractor. At all times Contractor shall remain an independent contractor. Any and all personnel of Contractor shall be considered employees or subcontractors of the Contractor and not the City.
- 17. Default.** Either party may declare a default if the other party has failed to comply with the terms of this Agreement, by providing the defaulting party with written notice of the specific default. The defaulting party shall have 30 days to cure such default. After service of notice of default and failure to cure such default within the period allowed, the non-defaulting party shall be released from the terms of this Agreement, and its obligations hereunder shall cease. The release of the non-defaulting party from the obligations of this Agreement shall not necessarily release the defaulting party of its obligations. Any legal action arising under this Agreement shall be venued in Benton County.

18. **Non-Assignment.** This Agreement shall not be assigned or subcontracted without written approval from the City Council and Contractor, which approval shall not be unreasonably withheld, delayed, or qualified.

19. **Amendment of Agreement.** The Agreement may only be amended in writing, approved by the City Council and signed by both the Contractor and City.

CONTRACTOR

CITY OF FOLEY

< >

\_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

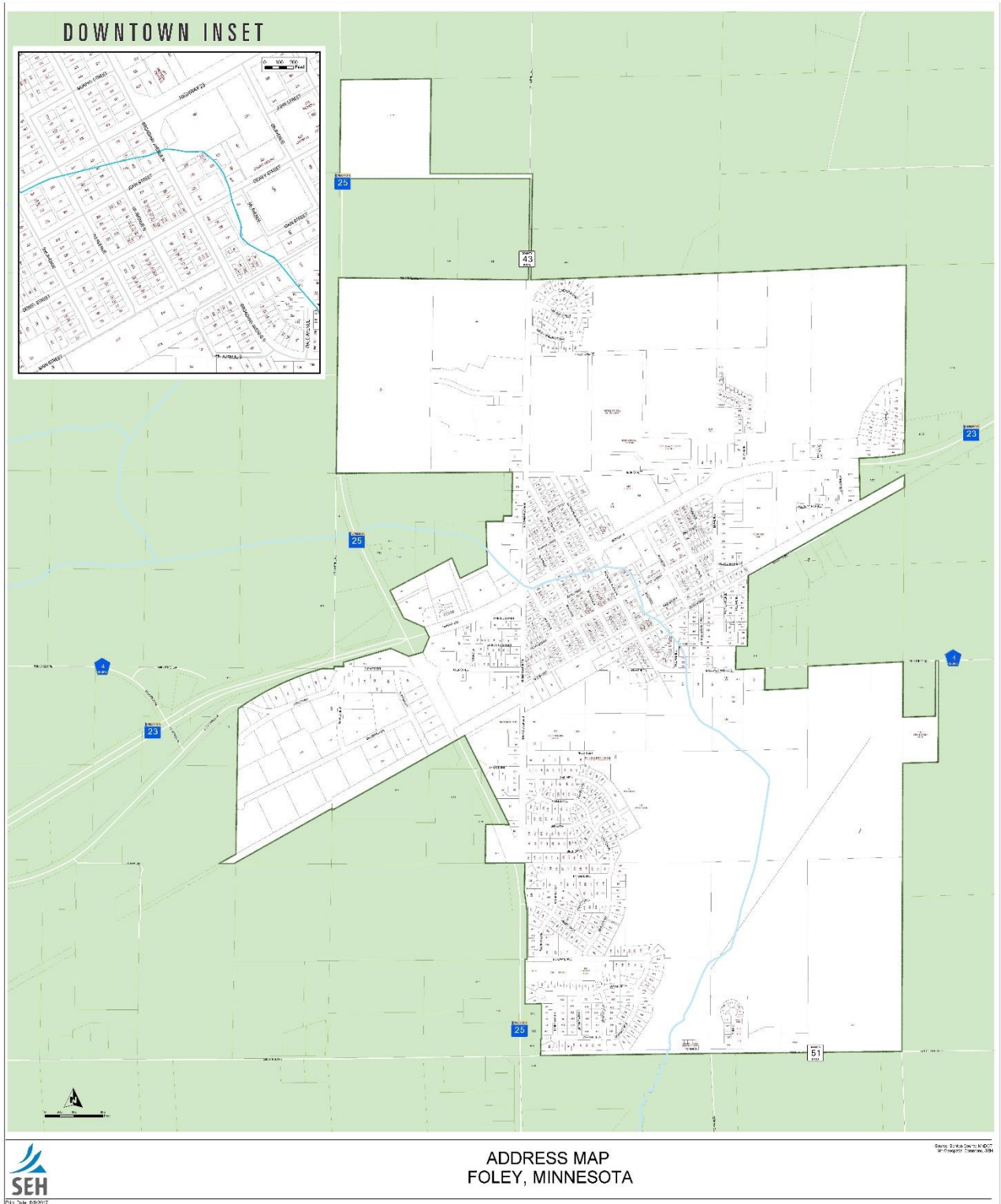
Mayor

Attest:

\_\_\_\_\_

City Administrator

# Exhibit B City Map



**Exhibit C**  
Price Worksheet

Hauler-Administered billing

\*price per month

|   | Pick up 1x per week | Pick up 2x's per week | Pick up 3x's per week |
|---|---------------------|-----------------------|-----------------------|
| <b>Residential</b>                            |                     |                       |                       |
| 30 gal  |                     | N/A                   | N/A                   |
| 60 gal  |                     | N/A                   | N/A                   |
| 90 gal  |                     | N/A                   | N/A                   |
| Recycling                                     |                     | N/A                   | N/A                   |
| (every other week)                            |                     |                       |                       |
|   |                     |                       |                       |
|   |                     |                       |                       |
| <b>Commercial</b>                             |                     |                       |                       |
| 60 gal  |                     |                       |                       |
| 90 gal  |                     |                       |                       |
| Recycling                                     |                     |                       |                       |
| 1 Cubic Yard<br>Dumpster                      |                     |                       |                       |
| 1.5 Cubic Yard<br>Dumpster                    |                     |                       |                       |
| 2 Cubic Yard<br>Dumpster                      |                     |                       |                       |
| 4 Cubic Yard<br>Dumpster                      |                     |                       |                       |
| 6 Cubic Yard<br>Dumpster                      |                     |                       |                       |
| 30 Yard Self-<br>Contained Trash<br>Compactor |                     |                       |                       |

Residential Bag or Tag  
System = \$\_\_\_\_\_ per bag or tag



**Exhibit D**

Hauler Questionnaire

1. CONTACT INFORMATION

- a. Company Name: \_\_\_\_\_
- b. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. Telephone: \_\_\_\_\_
- d. Contact Person: \_\_\_\_\_
  - i. Telephone: \_\_\_\_\_
  - ii. Email: \_\_\_\_\_

2. BUSINESS INFORMATION

- a. Within the past 5 years has the company failed to complete a contract with a governmental entity or had a governmental entity terminated a contract with the company? Yes\_\_\_ No\_\_\_ If yes, please identify the governmental entity and explain the circumstances on a separate sheet.
- b. Within the past 5 years has the company been cited for any violations in the State of Minnesota related to the collection or hauling of solid waste? Yes\_\_\_ No\_\_\_ If yes, please identify the governmental entity and explain the circumstances on a separate sheet.
- c. Within the past 5 years has the company been a party to any lawsuits with governmental entities related to the collection or hauling of solid waste? Yes\_\_\_ No\_\_\_ If yes, please identify the governmental entity and explain the circumstances on a separate sheet.

**CERTIFICATION**

I swear that I am authorized to execute this document on behalf of \_\_\_\_\_. I certify that the RFP response and all information submitted by \_\_\_\_\_ is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title