



CITY OF DICKINSON
TRANSPORT OF RECYCLING MATERIALS
Dickinson, North Dakota
REQUEST FOR PROPOSALS

FOR THE COST OF SERVICES TO PROVIDE TRANSPORTATION OF RECYCLING MATERIALS FOR THE CITY OF DICKINSON. PROPOSALS WILL BE ACCEPTED UNTIL 2:00 PM MDT, THURSDAY, AUGUST 1, 2019, AT THE PUBLIC WORKS BUILDING, 3411 PUBLIC WORKS BLVD., DICKINSON, ND, 58601

DATE: JULY 10, 2019

Request for Proposals for Transport of Recycling Material

**CITY OF DICKINSON
SOLID WASTE-RECYCLING DEPARTMENT
TRANSPORT OF RECYCLING MATERIALS
REQUEST FOR PROPOSAL**

NOTICE TO BIDDERS

The City of Dickinson Solid Waste-Recycling Department will accept sealed proposals from interested and qualified bidders for the service of **Transport of Recycling Materials** for a period of two (2) years, beginning October 1, 2019, and thereafter with an option to renew for one additional 3 year period.

Go to www.dickinsongov.com to download the RFP

Two bound (one original) and one electronic copy of the proposals must be received on or before 2:00 p.m. MDT on August 1, 2019. **Failure to deliver a proposal on time will result in rejection.**

Send proposals and any inquiries regarding this solicitation to the following address:

Aaron Praus, Solid Waste-Recycling Manager
City of Dickinson
3411 Public Works Blvd.
Dickinson, ND 58601
Email: aaron.praus@dickinsongov.com
(701) 456-7840

IMPORTANT DATES:

RFP Posted and Advertised:	July 10, 17, 24, 2019
Contractor Questions Due:	July 25, 2019
Response to Questions:	July 30, 2019
Due Date and Opening:	August 1, 2019 2:00 PM MDT
Projected Award Date:	August 5, 2019

GENERAL PROPOSAL REQUIREMENTS

The City reserves the right to reject any and/or all proposals and reissue the RFP as well as the right to not award any contract. Any technical questions or questions regarding this RFP must be submitted via email to aaron.praus@dickinsongov.com by noon on Tuesday, July 30, 2019. Questions and responses will be shared with all participating vendors upon notification of interest. Contractors are prohibited from contacting any representatives of the City Commission regarding this request for proposals. In order to be deemed valid, each proposal must meet the following requirements:

1. Each proposal must be signed by an officer of your company who can be held accountable for all representations.
2. Each proposal must be sealed and clearly marked for “**Transport of Recycling Materials**”
3. Each proposal must conform to all requirements and submitted with the Proposal Cover Sheet as: **Transport of Recycling Materials**.
4. Any exceptions or deviations from written specifications in proposal and proposed service agreement shall be shown in writing and attached to the proposal form.
5. The minimum insurance policy requirements are set forth below. The vendor shall also furnish an Owner’s Protective Policy in the same amounts with the City of Dickinson as the named insured, issued by the same insurance company as the Contractor’s Liability Coverage. Coverage must meet replacement cost of trailers paid in full to City of Dickinson.

Contractor shall secure and keep in force during the term of this agreement and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- a) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
- b) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- c) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- d) Employer’s liability or “stop gap” insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

In the event of a change or cancellation of coverage, Contractor shall purchase an extended reporting period to meet the time periods required in this section.

The insurance coverages listed above must meet the following additional requirements:

- e) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- f) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated “A-” or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an “A-”

rating must be approved by the City.

- g) The duty to defend, indemnify, and hold harmless the City under this agreement shall not be limited by the insurance required in this agreement.
 - h) The City and its employees shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The City shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
 - i) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the City.
 - j) The Contractor shall furnish a certificate of insurance to the undersigned City representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
 - k) Failure to provide insurance as required in this agreement is a material breach of contract entitling the City to terminate this agreement immediately.
 - l) Contractor shall provide at least 30 day notice of any cancellation or material change to the policies or endorsements. Contractor shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.
6. The Vendor understands that the City is a governmental entity subject to the North Dakota public records law, Ch. 44-04. Therefore, any information submitted to the City by vendor in response to this RFP and any information shared as a result of entering into a contract with the City may, under certain circumstances, be open to the public upon request under the North Dakota public records law; unless the City determines in its sole discretion that such information is protected from mandatory disclosure under a specific exception to the North Dakota public records law. Any information submitted in response to this RFP for which vendor asserts confidential status should be clearly marked as confidential. Any inquiries regarding whether a certain type of information is considered confidential or exempt under the North Dakota public records law should be directed to aaron.praus@dickinsongov.com.
7. Written proposals received after 2:00 PM MDT on Thursday, August 1, 2019 will not be considered.

AWARD OF CONTRACT

This Contract shall be awarded to the Contractor whose proposal is most responsive and advantageous to the City of Dickinson Solid Waste-Recycling Department, considering the factors identified in the response.

1. The City Commission has the authority to award the contract.

2. The contract may be awarded to a responsible bidder having the lowest secure quote meeting specifications and deemed in the best interest of the City. In determining "lowest secure quote", in addition to price, the following factors will be considered:
 - a. The ability, capacity and skill of the proposed vendor to fulfill the terms of the contract or provide the service required.
 - b. Whether the vendor can fulfill the terms of the contract or provide the service promptly or within the time specified without delay or interference.
 - c. The character, integrity, reputation, judgment, experience and efficiency of the vendor.
 - d. The quality of fulfillment of the terms of previous contracts or services.
 - e. The previous and present compliance of the vendor with laws and ordinances relating to the contract or service.
 - f. The sufficiency of the financial resources and ability of the vendor to fulfill the terms of the contract or provide the services required.
 - g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
 - h. The number and scope of the conditions attached to the proposal.

CONTRACTOR/BIDDER INFORMATION SHEET
To be completed by all Bidders/Proposers for contracts with the CITY OF
DICKINSON SOLID WASTE-RECYCLING DEPARTMENT
(Please print or type)

Project No. or Description: _____

Full Name of Bidder: _____

Legal Identity (Corporation,
Partnership, Individual, etc.): _____

Address: _____

Telephone No: _____

Fax No: _____

Taxpayer Identification No:
(Attach copy of W-9) _____

Contact Person: _____

Phone No: _____

Fax No: _____

Email Address: _____

Webpage Address: _____

Transport of Recycling Materials

Specifications Proposal

SECTION I: SCOPE OF SERVICES

The City of Dickinson Solid Waste-Recycling will generate an estimated 1000-1500 ton yearly (60-80 trailer loads at an average of 18 ton/load) of recycled materials annually.

Tonnage and loads are approximate value due to the nature of the business

Hauler will tow a 48 foot compactor trailer owned by the City of Dickinson. No “back hauls” are allowed.

Vendors will use the disposal facility designated by the City of Dickinson. The current designated disposal facility is Dem-Con Materials Recovery, LLC (“DCMRF”) located at 13161 Dem-Con Drive, Shakopee, MN, 55379.

Contract is for one 2 year term with an option to renew for one additional 3 year term.

The following information must be included with each proposal:

- Copy of state permit to operate.
- Proof of insurance as required in “General Terms and Conditions” of this request for proposal.
- Provide three (3) references from other clients from whom vendor has provided hauling services to under contract for a minimum of two (2) years.
- Copy of DOT Tractor registration. City to cover registration for City owned trailers.

SECTION II: CONTRACTOR RESPONSIBILITIES

Please respond on this form only, addressing each item and attaching additional information as requested.

<u>Description</u>	<u>Bidder’s Response</u>
1) Contractor shall respond within 24-48 hours to Request from City for hauling services.	COMPLY_____
2) Hauler must have two (2) capable tractors (in the event one breaks down).	COMPLY_____
3) Wet system installed to Tractor must be compatible with Keith Running Floor II system. Schematics will be provided to the awarded bidder.	COMPLY_____
4) Change out of trailers will be required by hauler.	COMPLY_____

- 5) Containers must be picked up on an "on call" basis
Estimated 60-80 times per year. **COMPLY**_____
- 6) Hauler must haul any load requested by City,
at proposed rate. **COMPLY**_____
- 7) Hauling fees will be calculated per load on route agreed upon
by both parties. **COMPLY**_____
- 8) Fuel surcharge must be calculated weekly using U.S. Energy
Information Administration (EIA) Midwest, Diesel on-highway
prices. **COMPLY**_____
- 9) Baseline for per load charge is \$2000.00 plus fuel surcharge if
diesel if over \$3.153/gallon **COMPLY**_____
- 10) Minimum average MPG of tractor is 5.5. **COMPLY**_____
- 11) Hauler is responsible for pre-trip and post-trip inspections
of City owned trailers (City to provide form). **COMPLY**_____
- 12) General maintenance including normal wear and tear on
trailer will be covered by City **COMPLY**_____
- 13) Hauler shall be responsible for any repairs arising and
required during transport; Hauler to provide damage part
for inspection subsequent to return; Hauler to invoice cost
for replacement part separately; reimbursement must be
approved by City **COMPLY**_____
- 14) Costs for repairs to City owned property caused
by Hauler's negligence is Hauler's responsibility. **COMPLY**_____
- 15) RFP Insurance requirements met. **COMPLY**_____
- 16) 3 day turn-around is required for trip, barring inclement
weather or equipment malfunction. Beginning and End
shall be from Baler Building, at 3389 Energy Dr. Dickinson,
ND, 58601. **COMPLY**_____
- 17) Successful contractor shall be responsible for any
cleanup required as a result of spillage during
transportation of materials, including any costs thereof. **COMPLY**_____
- 18) Recycling materials must be disposed of at a facility
Designated by the City. **COMPLY**_____
- 19) Hauler agrees not to Back Haul. **COMPLY**_____
- 20) Hauler to provide and pay for Tractor registration. **COMPLY**_____
- 21) Hauler to provide Chain of Custody" documentation
to City of Dickinson for each load, upon return. **COMPLY**_____

