

NOTICE OF GARBAGE SPECIFICATIONS

The City of Mercer, North Dakota (the “City”) is requesting proposals from qualified companies to provide residential and commercial solid waste collection and disposal services to the City.

Proposals must be received by the City no later than 5:00 p.m. on Thursday, October 10, 2024.

Such proposals will be opened at the regular monthly meeting of the City Council, Thursday, October 10, 2024 at 7:00pm at the Mercer City Hall. Proposals should be mailed or delivered to the address below:

City of Mercer
PO Box 118
116 Regan Street
Mercer, ND 58559

Late proposals will not be considered.

Submit six (6) copies of the proposal in a sealed mailing envelope, or package, with the responders name and address written on the outside. At least one (1) copy of the proposal must be signed in ink by an authorized member of the firm. Submission by telephone or facsimile is not acceptable. Prices and terms of the proposal as stated must be valid for the length of any resulting contract.

The City reserves the right to accept or reject any and all proposals.

GENERAL INFORMATION

The City of Mercer population is approximately 88 residents. The City currently has approximately 41 residential accounts and 3 businesses accounts that are serviced for garbage within the city limits. The City also has garbage collected at the Mercer Memorial Park, Hillside Cemetery and the Mercer Community Center. The Hillside Cemetery container is collected twice per year.

The City of Mercer is a Council City consisting of a Mayor and four (4) Council Members. The City Council meets the second Thursday of each month at 7:00 p.m. at city hall.

SPECIFICATIONS

The work under the awarded contract shall consist of the items contained in the bid proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the bid document. It should be further noted that the residential refuse collection service will be required on a specific day of the week to be determined by mutual agreement between the City and the Contractor.

The work under the awarded contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different acts of God over which the Contractor has no control. In the event of such a flood, hurricane or other acts of God, the Contractor and the City will negotiate the payment to be made to the Contractor, if the Contractor and the City agree that such increased volume is to be handled by the Contractor. Further, if the City and the Contractor reach such agreement, then the City may grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

SCOPE OF WORK

Hours of Operation: Collection of solid waste shall not start before 6:00 a.m. or continue after 6:30 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when completing collection on an existing collection route due to unusual circumstances.

All residential and business accounts must be picked up once per week for waste collection.

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

Holidays: For the purposes of garbage collection, the City currently observes the following holidays:

New Year's Day – January 1 st	Memorial Day - May
Independence Day – July 4 th	Labor Day – September
Thanksgiving Day – November	Christmas Day – December 25 th

The Contractor may observe all the above-mentioned holidays by the suspension of collection services on the holiday, but suspension in no manner relieves the Contractor of its obligation to provide collection service as provided in the contract. To compensate for the holidays mentioned above, the work schedule shall be moved back one or two days, depending upon which day of the week the holiday occurs, so that every schedule service location receives its normal level of service during the week. Service shall return to the normal work schedule the following week.

Complaints: All complaints shall be received by the City and shall be given promptly to the Contractor; residents may contact the Contractor directly.

New Customers: The City will receive requests for residential service, additional service locations not initially included in the contract, and requests for new business service. The Contractor will be required to add this location to his route immediately.

Hauling: All solid waste hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented. "Solid waste" does not include "Hazardous waste" as

defined in the North Dakota and United States statutes and regulations governing waste disposal. The Contractor shall immediately clean up any leaking, spilled or blown items and fluid (including petroleum products). Contractor must utilize a certified landfill that meets all rules and regulations as set forth by the United States and North Dakota governments. Contractor will provide and maintain suitable equipment for collection, transport and disposal of all garbage collected.

Contractor will provide City with a list of the type and style of equipment that will be utilized.

Compliance with Laws: The Contractor shall conduct operations under the contract in compliance with all applicable state, federal, and local regulations for waste management, pollution controls, etc. Equipment utilized shall comply with all axle weight restrictions.

Grant or Right: The Contractor shall be the exclusive provider of residential and commercial waste collection and disposal services. The Contractor shall be considered an independent contractor and not a city employee.

Insurance: The Contractor shall at all times during the contract maintain in full force and effect employer's liability, workmen's compensation, public liability and property damage insurance, including contractual liability. Contractor will maintain insurance with a reputable insurer prior to beginning work and show proof of insurance to the City. City shall be named as an additional insured and City shall be entitled to notice in event of lapse.

Contract Duration: The contract term shall start on December 1, 2024 and continually run through December 31, 2027. After the three (3) year contract period, the City and Contractor may agree by mutual consensus to extend the contract for an additional two (2) year term without rebidding.

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

Contractor may request an adjustment of the charges as set forth in the bid proposal for any enactment or amendment of any federal, state, or local statutes, ordinances, rules or regulations governing waste disposal operational costs. Such adjustment must be made in writing and approved by the City Council.

Contractor may request an adjustment of the charges as set forth in the bid proposal in the event of any increases in landfill charges as shown in written documentation from such landfill.

Additions and Deletions of Accounts: The number of residential accounts may be adjusted monthly by the City if the customer count changes.

Delinquent and Closed Accounts: The Contractor shall discontinue collection service at any unit for delinquency as notified by the City and shall resume service when notified by the City.

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

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

Contractor Provided Containers: Contractor provided containers will be maintained in good working conditions at all times. Residential service units shall be provided with one (1) 96 gallon tote, or a size agreed upon by both the City and the Contractor, with a close fitting lid and smooth rolling wheels, securely fastened handles and no holes or large cracks. A second residential tote may be requested by the customer and billed at an additional rate as indicated in the contract. In most cases residential containers will be placed on the street directly in front of the residence.

Additional Services: Contractor shall provide at no additional charge, a spring and fall clean up collection curbside. The date will be determined between the City and Contractor.

City shall maintain an area for brush and trees at their own expense.

The following specifications shall govern the proposals by interested parties for the garbage disposal contract with the City of Mercer, ND.

COMPANY NAME _____

ADDRESS _____

CITY/ZIP _____

Signature of Company Representative _____

Date: _____

PROPOSAL SHEET:

Residential Services:

<u>Effective</u>	One Tote Per Household	Second Tote
December 1, 2024	\$ _____	\$ _____
December 1, 2025	\$ _____	\$ _____
December 1, 2026	\$ _____	\$ _____

Commercial Accounts:

One Time Per Week

96 gallon tote	\$ _____
2 CY Dumpster	\$ _____
4 CY Dumpster	\$ _____

Do you propose an increase for the commercial accounts per year? _____
If so, what would that increase be? _____

Please answer the Following Questions:

Do you charge an additional fee for closing a business account? _____
If so, what is the fee? _____

Do you charge a fuel surcharge on residential or commercial accounts? _____
If so, what is the fee? _____

Do you charge an administration fee on commercial accounts? _____
If so, what is the charge? _____

Do you charge a consultation fee for speaking to a customer representative? _____
If so, what is the charge? _____

Do you have a separate charge for city buildings or parks? _____
If so, what is that charge? _____

Will you use a rear loading truck or a side loading truck for residential totes?

Is your truck a single axle or tandem axle truck for residential collections? _____

Are your trucks DOT compliant? _____

Do you require your drivers to have a Class A License? _____

Do you routinely have safety meetings with the drivers? _____

Do you do background checks on your drivers? _____

Do you have a policy of using cellphones during work? _____

If so, what is the policy? _____

Do you use GPS or any type of tracking of the truck and totes? _____

If so, what tracking do you use? _____

How many employees will be on the truck you are proposing to use? _____

Do you have spare equipment or trucks in case of a breakdown? _____

What is the age of your truck you are proposing to use? _____

What is the approximate "empty" weight of your truck? _____

What will be the approximately "loaded" weight of your truck? _____

What is your company's minimum insurance policy limits? _____

What are the Holidays you and your landfill recognize? _____

If commercial dumpsters are changed out, do you bring new or used dumpsters?

Does your company provide a spring or fall clean up? _____

If so, what is the charge? _____

Will the City receive a credit for metal disposed of during spring or fall clean up?

What is the due date for payment from the City? _____

Will your company apply a late fee for the residential payment from the City? _____