

# REQUEST FOR PROPOSALS OF RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

City of Lucan 409 Second Street PO Box 7 Lucan, MN 56255

#### I. SUMMARY

The City of Lucan, Minnesota (the "City") is requesting proposals from qualified companies to provide residential solid waste collection and disposal services to the City. Proposals must be received by the City no later than noon (12:00pm) on Monday, December 1, 2025 and should be addressed to:

City of Lucan P.O. Box 7 Lucan, MN 56255

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. The envelope, or package, must be clearly identified with "Residential Solid Waste Collection and Disposal" on the outside. Each copy of the proposal must be signed in ink by an authorized member of the firm. Submission by telephone facsimile is not acceptable. Prices and terms of the proposal as stated must be valid for the length of any resulting contract.

#### II. GENERAL INFORMATION

The City of Lucan is located in Redwood County, in Granite Rock Township along County Highway 10 to the North of State Highway 68. The population is roughly 209. The City currently has 81 residential homes that are serviced for garbage and the Local USPS. The candidate will assist the City in other duties as needed.

The City of Lucan is a Statutory Plan "A" City, consisting of a Mayor and four Councilmembers. The City Council meets the first Monday evening each month of the year.

#### **III. CONTENT OF PROPOSAL**

The purpose of this section is to identify the information that should be submitted:

#### A. Title Page:

Show the proposal subject, the name of the proposer's firm, address, telephone number, name of the contact person, and the date.

#### B. Table of Contents:

Include a clear identification of the material by section and by page number.

# C. **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 documents. It should be further noted that the refuse collection service will be

required on specified days of the week, said days to be determined by the City in conjunction with 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 shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

#### D. List of References and Potential Conflicts:

- 1. A list of public entity references.
- 2. Potential conflicts of interest must be disclosed.

#### E. Disclosures and Assurances (Appendix A):

- 1. Applicant Authority Assurance that the signatory making representations in the proposal on behalf of the proposer has the authority to do so.
- 2. Insurance Coverage Documentation of current insurance coverage and limits, including professional liability insurance shall be provided with the proposal.

#### IV. SCOPE OF WORK

<u>Hours of Operation</u>: Collection of solid waste shall not start before 8:00 a.m. or continue after 6:00 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 Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

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

<u>Holidays</u>: For the purposes of garbage collection, the City currently observes the following holidays:

New Year's Day	Martin Luther King Day	President's Day
Memorial Day	Independence Day	Labor Day
Veteran's Day	Thanksgiving Day	Christmas Day

The City will notify Contractor of any future changes in holidays observed by the City. The Contractor may also observe all the above mentioned holidays by the

suspension of collection services on the holiday, but such suspensions 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 either be moved back one or two days or forward one or two days, depending upon which day of the week the holiday occurs, so that every scheduled service location receives its normal level of service during the week. Services shall return to the normal work schedule within three (3) days.

<u>Complaints</u>: All complaints shall be received by the City and shall be given promptly to the Contractor; residents may contact the Contractor directly. The Contractor shall be equipped with a local telephone and qualified attendants as may be necessary to receive and process complaints and service requests or to receive instructions and directions from the City during the hours of 8:00 AM to 4:30 PM each and every working day during the term of the contract or renewal thereafter.

All complaints shall be resolved within twenty-four (24) hours. The Contractor shall maintain forms or logs indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for City inspection at all times during normal working hours. When a complaint is received on the day preceding a holiday or on a Friday, it shall be serviced by the Contractor no later than the next working day.

The Contractor will furnish to the City on a weekly basis:

1. The addresses and accounts of customers whose solid waste collection exceeded the amount contracted and the amount of the extra charges due.

The Contractor will furnish to the City on a quarterly basis:

- 1. A report of any service interruptions and the reason service could not be given.
- 2. A report of the complaints received during the preceding quarter and the resolution of these complaints.

The City may require the Contractor to make personal supervisory contact to resolve a service complaint.

<u>New Customers</u>: The City will receive requests for service to additional service locations not initially included in the contract. The City will investigate all requests for service and will make the determination of eligibility for service and thereupon notify the Contractor. The Contractor will be required to add this location to his route immediately.

<u>Hauling</u>: All solid waste hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented. The Contractor shall immediately clean up any leaking, spilled or blown items and fluids (including petroleum products).

<u>Notification</u>: The City shall notify its citizens of complaint procedures, rates, regulations and days for scheduled solid waste collection.

<u>Compliance with Laws</u>: The Contractor shall conduct operations under the contract in compliance with all applicable state laws and Lucan City Ordinances, provided, however, that the general specifications of the contract shall govern the obligations of the Contractor. If a conflict exists between City ordinances and the contract language the contract language shall prevail. Equipment utilized shall comply with all axle weight restrictions.

<u>Licenses and Taxes</u>: The Contractor shall obtain all licenses and permits (other than the license and permit granted by the contract) and pay any and all applicable fees required by the City, County or the State of Minnesota. The City shall be responsible to collect and remit required SW taxes from billable residents.

<u>Grant or Right:</u> The Contractor shall be the only person or organization authorized by the City to provide residential solid waste collection and disposal within the City of Lucan.

The City may annex areas in the future. Unless provisions of said annexation deem otherwise, these areas shall be added to the list of residences that require solid waste collection and disposal and recycling services.

<u>Insurance</u>: The Contractor shall at all times during the contract maintain in full force and effect employer's liability, worker's compensation, public liability and property damage insurance, including contractual liability. All insurance shall be for policy limits acceptable to the City and before commencement of work thereunder the Contractor agrees to furnish the City certificates of insurance listing the City as an additional insured.

For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

- 1. Each person injured at least \$350,000
- 2. Each accident at least \$1,000,000
- Property damage at least \$350,000

<u>Contract Duration</u>: The contract term shall start on March 1, 2026 and initially run through February 28, 2029. There may be one-year extensions, which will be

implemented if the Hauler's performance is satisfactory and a new rate may be negotiated or the City may advertise for sealed bids.

<u>Modification to Rates</u>: 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.

<u>Additions and Deletions of Accounts</u>: The number of accounts (the number of customers served) will be adjusted monthly.

<u>Delinquent and Closed Accounts</u>: The Contractor may discontinue collection service at any unit as set forth in a written notice to the resident and the City. Upon further notification, the Contractor shall resume collection on the next regularly scheduled collection day. Any claims, suits, damages, liabilities or expenses resulting from the Contractors' discontinuance of service at any location outside of direction given by the City shall solely be the responsibility of the Contractor. The City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractors' discontinuing service at any location at the direction of the City.

<u>Payment for Services</u>: It would be ideal for the Contractor to bill each resident individually, but upon negotiation the City is willing to pay the Contractor once a month according to the number of units billed by the City. Such payment shall be based on the attached Rate Schedule.

<u>Transferability of Contract and Assignment</u>: 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.

<u>Contractor Provided Containers</u>: Contractor must provide cart service, provided containers will be maintained in good working condition at all times. When provided, containers will have a close fitting lid, smooth-rolling wheels, securely fastened handles, and no holes or large cracks.

<u>Special Accommodation</u>: Aged or handicapped residential customers for whom it would be impractical or difficult to transport the container to the curbside shall be accommodated as agreed to by the customer, Contractor and City. The City shall provide a written list of such customers to the Contractor on a quarterly basis.

<u>Contractor's Personnel</u>: The Contractor will assign a qualified person or persons to be in charge of the operations contracted for and agrees that the information regarding experience shall be furnished to the City upon request. The Contractor's employees shall carry valid operator's licenses for the type of vehicle they are driving. The wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex or national origin. No Contractor personnel shall use alcohol or unlawful drugs while providing service under this contract.

<u>Customer Service Requirements</u>: The Contractor shall provide high quality customer service, and shall:

- 1. Treat all customers with dignity and respect.
- 2. Treat customer's property with respect.
- 3. Answer questions, comments and complaints from customers in a timely manner.
- 4. Leave containers upright and out of the street and driveway, and will not block access to mailboxes.
- 5. Leave a note to the customer indicating problems with materials or other items that cannot be picked up.
- 6. Immediately clean up leaks or spills and pick up any trash dropped by the Contractor.

#### A. <u>Schedule I Specifications – Residential Solid Waste Collection and Disposal:</u>

In addition to the above Scope of Work, the following shall apply:

<u>Scope of Work</u>: The Contractor shall provide collection of residential garbage and trash once per week on a regularly scheduled day or days. The collection point shall be at the curbside.

<u>Curbside Collection</u>: The Contractor shall collect garbage and trash from Contractor owned containers placed at the curbside (or at the street right-of-way in the absence of curbs) of the customer. The containers will be of a sufficient capacity agreed to by both the City and contractor and shall be furnished by the Contractor for distribution to the customers.

<u>Disposal</u>: Disposal shall be at a legally operated landfill permitted by the State of Minnesota.

The Contractor shall be responsible for all costs associated with the disposal of solid waste materials collected.

### B. Schedule II - Materials not covered under this contract:

This contract does not include an obligation for the contractor to collect and dispose of household or industrial hazardous wastes, electronic waste including but not limited to televisions, radios, cell phones, computers and computer accessories. A complete list of the items not covered in this contract shall be supplied by the contractor to the City.

The collection of materials not covered under this contract must be directly arranged between the contractor and resident.

#### C. <u>Schedule III – Additional Information:</u>

Other services the Contractor will offer in conjunction with this contract, including but not limited to:

Providing pickup of solid waste and recycling at all City of Lucan facilities (existing facilities include: City Office/Fire Hall, Maintenance Shop, and Community Center).

Providing pickup of solid waste and recycling for the annual Lucan Pretzel Days festival held the 2<sup>nd</sup> weekend of June.

Providing collection of materials at the annual Citywide Clean-up Day. The contractor will provide trucks, manpower and dumpsters (only to be used in the absence of trucks). Annual Citywide Clean-up Day is yet to be determined.

#### V. SELECTION

The City of Lucan reserves the right to reject any or all proposals, and is not bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the City.

Selection of the contractor shall be based upon, but not limited, to the following criteria:

- 1. The contractor's approach to and understanding of the Content of Proposal.
- 2. The contractor's experience with similar contracts and clients.
- 3. The experience and qualifications of the proposed staff in providing similar services.
- 4. The contractor's demonstrated ability to deliver work on time and within budget.
- 5. The extent of involvement by key personnel.
- 6. The extent to which previous clients have found the contractor's services acceptable.
- 7. The contractor's most significant qualifications for this project.
- 8. Previous City experience with the proposing firm, if any.

#### VI. TERMS AND CONDITIONS

- **A**. The City of Lucan reserves the right to cancel or amend the request for proposals at any time. The City of Lucan reserves the right to determine the successful respondent. The City of Lucan reserves the right to reject any or all proposals.
- **B.** The City of Lucan will not be liable for any costs incurred by the contractor responding to this request.
- **C.** The contractor shall not assign any interest in this proposal and shall not transfer any interest in the same without the prior written consent of the City of Lucan.
- D. For the purposes of this agreement, the contractor shall be deemed to be an independent contractor, and not an employee of the organization. Any and all agents, servants, or employees of the contractor or other persons, while engaged in the performance of any work or services required to be performed by the City of Lucan under this agreement, shall not be considered employees of the City of Lucan and any and all actions which arise as a consequence of any act or omission on the part of the firm, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the City of Lucan. The contractor, its agents, servants, or employees shall be entitled to none of the rights, privileges, or benefits of organization employees except as otherwise may be stated herein.
- **E.** No official or employee of the City of Lucan who exercises any responsibilities in the review, approval or carrying out of the proposal shall participate in any decision which affects his or her direct or indirect personal or financial interest.

## Appendix A

# **Applicant Assurances**

The applicant hereby assures and certifies:

- 1. That the individual signing the assurance form on behalf of the individual, partnership, company or corporation named in the proposal possesses the legal authority to execute a contract for the proposed work.
- 2. That the contractor agrees to comply with all applicable federal, state and local compliance requirements.
- 3. That the contractor is adequately insured to do business and perform the services proposed (Attach Documentation).

	OFFICIAL ADDRESS			
(Name of Firm)				
(Authorized Signature)				
	_			
(Title)				
(Date)				

<u>Schedule I-</u> Residential Solid Waste Collection (Wheeled Cart Service Rates) - list the amount to be charged for pickup, per customer, per month in wheeled carts. Carts are to be provided by the Contractor; if you do not offer the size listed please indicate below.

35 Gallon Cart:	Dollars	\$
65 Gallon Cart:	Dollars	¢
os danon cart.	Donais	٧
95 Gallon Cart:	Dollars	\$
Gallon Cart:	Dollars	\$

<u>Schedule II</u>- Attached a list of materials not covered under this contract.

<u>Schedule III</u> – Attach a listing of other services offered in conjunction with this contract, including any applicable cost.

# Request for Proposals and Selection Schedule Residential Solid Waste Collection and Disposal

Distribute RFP:

Advertise RFP:

November 13, 2025

RFP Submittal Deadline:

Council Review of Proposals Presented by Applicants:

Appointment of Contract (if not selected at previous meeting):

Start Date:

November 13, 2025

December 1, 2025

December 1, 2025

January 5, 2026

March 1, 2026

#### **PUBLIC NOTICE**

The City of Lucan is requesting proposals from qualified companies who are interested in providing contractual Residential Solid Waste Collection and Disposal Services.

Proposals will be accepted until noon on December 1, 2025. A copy of the Request for Proposals can be obtained on the City website <a href="www.lucanmn.net">www.lucanmn.net</a> under <a href="Utilities">Utilities</a> on the departments page or by contacting the City Office at <a href="lucan@mnval.net">lucan@mnval.net</a> or at City of Lucan, 409 Second Street Lucan, MN 56255 (507) 747-2202.

CITY OF LUCAN

Shawna Allan City Clerk

Posted: October 31, 2025

Publish: Redwood Gazette – November 20, 2025