

BENTON COUNTY INVITATION TO BID
“Amnesty Days” (County Wide Clean-Up)

Sealed bids for “Amnesty Days” for the Benton County government offices will be accepted at the office of the Department of Development until January 4, 2017 at 3:30 p.m. and will be publicly opened at that time. Bids received after that time will be returned unopened to the sender. All bids should be submitted to:

Benton County Department of Development
AMNESTY DAYS CLEAN UP
531 Dewey Street
P.O. Box 129
Foley, MN 56329

The bids will be reviewed on January 9, 2017 at 5:00 p.m. by the Solid Waste Advisory Commission. A recommendation on the award may be provided to the County Board for January 17, 2017. A final bid could be awarded on January 17, 2017. Benton County reserves the right to reject all bids, and waive all informalities.

Bid documents should include bid announcement, bid specifications, bid form, bid addendum, and the bidder must acknowledge receipt of all the documents. Specifications, details and documentation may be obtained from the County Administrator at the above address. The bid response must respond to all material aspects of the specifications herein.

Dated in Foley, Minnesota, November 21, 2016

Joe Janish/Mark McNamara
Department of Development
County of **Benton**
State of Minnesota

BENTON COUNTY INVITATION TO BID **GENERAL TERMS AND CONDITIONS**

- I. Benton County is a political subdivision of the State of Minnesota. Nothing in this document or the specification shall release the County or Bidder from the laws of Minnesota regarding purchasing. Bidder is on notice that the laws of the State of Minnesota and the Federal Government place mandatory contractual requirements on the County and the Bidder.
- II. The County's representatives are the Administrator, or the Department of Development Director. All questions regarding this specification shall be submitted to Benton County, clearly marked on the front for identification. Questions shall be submitted to the attention of:
- Department of Development
Amnesty Days Contract Questions
531 Dewey Street
P.O. Box 129
Foley, MN 56329
- Questions concerning the RFP may be directed to the above mentioned person at 320-968-5065 until 2:30 p.m. on January 4, 2017. Answers to any questions will be distributed via e-mail, fax or online to potential proposers. Responses to questions will not be honored after this time. Questions may also be emailed to joe.janish@co.benton.mn.us or mark.mcnamara@co.benton.mn.us
- III. Specifications are available for public inspection at the Department of Development, located at the above address. This office is open between 8:00 a.m. and 4:30 p.m. Monday through Friday.
- IV. Addenda are any graphics or written instruments issued by the County, prior to the date set for submission which modify or interpret the specifications by additions, deletions, clarifications, or corrections. Addenda shall be available to all who are known by the Administrator's Department to have received the specification through our website, by e-mail, or by mail.
- V. The period of this agreement will be a four (4) year contract upon award of the bid (January 17, 2017 to December 31, 2020). During the agreement the vender shall operate a minimum of two (2) events per year. This agreement may be extended another four (4) years if mutually agreeable.
- VI. Specifications may include, but are not limited to, general terms, conditions, or addenda.
- A. Respondents shall **promptly notify** the Department of Development of **any ambiguity, inconsistency or error in writing**, which may be discovered upon examination of the specification.

- B. Clarification or interpretation of the specification shall only be made by the Department of Development. No other interpretation, correction or change shall be allowed.
 - C. Any interlineation, alterations or erasures shall be initialed by the respondent.
 - D. If an error in the specification is found, the County reserves the right to correct the specification with notification to all bidders, or the County may, in its sole discretion, cancel the bid call.
- VIII. Bids submitted shall not be modified or changed in any way after the submission of the bid. Typographical errors which affect the bid may be considered by the County Board only if the Board agrees prior to bid award. The County Board may reject any and all amplified or qualified bids. The bid may be accepted or rejected for any reason or no reason.
- A. Prices placed on the bid form may not be changed or modified.
 - B. Bids shall include the legal name of the bidder and a statement that the bidder is a sole proprietor, partnership, corporation or some other legal entity. Each bid will be signed by the person or persons legally authorized to bind the bidder at the time of the bid.
 - C. Bids shall include the contact name or administrator of the contract, as well as an address and telephone number for said contact.
 - D. No material changes in the award may be made by the bidder after the bids are opened and the contract awarded. However, insubstantial changes can be made.
 - E. The bidder may withdraw a bid prior to the opening of the same.
 - F. The bidder is solely responsible for any of its costs for preparation of its bid and will not seek to recover any such costs from the County.
 - G. The bidder shall be capable of legally handling and properly disposing of all collected items as per federal, state and local regulations require. This is not a household hazardous waste (HHW) collections and the vender will not accept HHW items during Amnesty day events.
- IX. **THREE (3) COPIES OF ALL BID FORMS, ATTACHMENTS**, and any other documents need to be submitted with the bid to:

Department of Development
Amnesty Days Sealed Bid
531 Dewey Street
P.O. Box 129
Foley, MN 56329

Bids may be submitted up to the date and hour noted in the invitation and must be submitted to the above address prior to the bid opening. Bids received late, regardless of reason, will be returned unopened to the bidder.

- X. Properly identified bids which have been received on time will be publicly opened and read aloud at the time noted on the bid invitation. Bidders are welcome to attend the bid opening. All bid openings will take place in the Board Room of Benton County.

It is the intent of Benton County to award the contract to the lowest responsible bidder or bidders meeting the specification. The County Board shall have the right to waive any informalities or irregularity in any bid or bids received.

- XI. Award recommendations to the County Board will be based on, but not limited to, the following general criteria:

1. Adherence to all conditions and requirements of bid specifications.
2. Total Bid price including any discounts, unit price or extended price.
3. Good faith of the bidder to meet the County's requirements.
4. Experience of the bidder.
5. Evaluation of the bidder's ability to service the County including past 3 years' experience for similar customers.
6. Financial responsibility of the Bidder.
7. Needs and requirements of the County.
8. Experience with similar events.
9. Size and location of the bidder.
10. Compliance with the Minnesota Government Data Practices Act.
11. The County makes no guarantee as to the minimum or maximum quantity of material brought to the event, nor is any amount implied.
12. This contract shall terminate December 31, 2020 unless the contract is extended in accordance with the terms and conditions specified herein.

- XII. Bidder shall not discriminate due to race, color, gender, creed, national origin, sexual preference or religion. Bids submitted with erasures or alterations shall be initialed by the Contractor. Further, any bid remitted shall be eligible and any illegible bids may be rejected at the discretion of the County.

- XIII. Bidder receiving the award shall retain all contract and other documents that arise because of the execution of the contract for a period of 6 (six) years from the award of the bid. Further, the Bidder agrees that the County, the State or its agents shall have the right to audit all records involving this contract.

- XIV. The bidder receiving the award shall indemnify and hold harmless the County; its officers and employees from and against all claims, damages, losses, and expenses; including, but not limited to, attorney's fees, arising out of or resulting from the performance of the contract. The contractor shall take all reasonable precautions to prevent damage, loss of injury to self or County employees, and all persons at or around the site under their care.

- XV. Application for payment may be made in the form of a standard invoice. Applications shall contain a detailed itemized list of goods and services received against the

specification. Payments under this contract will be made in the manner provided by law for payments of claim against the County.

- XVI. Benton County reserves the right to add or delete items from the bid with no penalties incurred by the County any time during the contract period January 17, 2017 to December 31, 2020.
- XVII. The awarding of the bid is contingent upon successful negotiation of the associated contract between the County and the Bidder. The Bidder must, among other requirements, have the required general liability and professional liability insurance throughout the period of the contract to cover the County's statutory limits (\$500,000 per claimant and \$1,500,000 per occurrence.) Bidder shall have twice those statutory limits for potential claims that may arise out of the release or threatened release of a hazardous substance.
- XVIII. The Benton County Department of Development Office considers all information, documentation and other materials (collectively, "Materials" or "Items") submitted in response to this RFP to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure and copying after the contract is awarded. By submitting a proposal, Bidder agrees to release Benton County from any liability resulting from Benton County's disclosure of such information. If Bidder believes information submitted in response to this RFP to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute, Section 13.37 ("MGDPA"), Bidder must follow these instructions.
- a. Clearly and conspicuously mark any materials or emails believed to contain trade secret information;
 - b. Enclose such materials in a separate envelope or separate email, which, itself, is clearly and conspicuously marked "Confidential."; and
 - c. Include in the envelope or email an opinion for each document indicating the legal basis for regarding it as trade secret under the MGDPA.
- Vendor also agrees to defend any action seeking release of the materials believed to be trade secret, and indemnify and hold harmless Benton County, its agents and employees, from any judgments or damages awarded against Benton County in favor of the party requesting the materials and any and all costs connected with that defense. Additionally, Bidder understands and agrees that in the event a request is made under the MGDPA, Benton County shall notify Bidder of such request but under no circumstances shall Benton County be required to commence or defend any action to prevent the disclosure or copying of any materials, including materials which the Bidder believes to be trade secret or confidential.

BENTON COUNTY **SPECIFICATION AMNESTY DAYS**

The following specifications are for Amnesty Days for Benton County. The requirements of this contract will be as follows:

TERMS & CONDITIONS

The length of this contract shall be a period of a four (4) year contract upon award of the bid (January 17, 2017 to December 31, 2020).

This contract or any portion of this contract may be canceled with a thirty (30) day written notice given by the County without any penalties incurred by the County. All prices included in this bid must include Minnesota State Sales Tax.

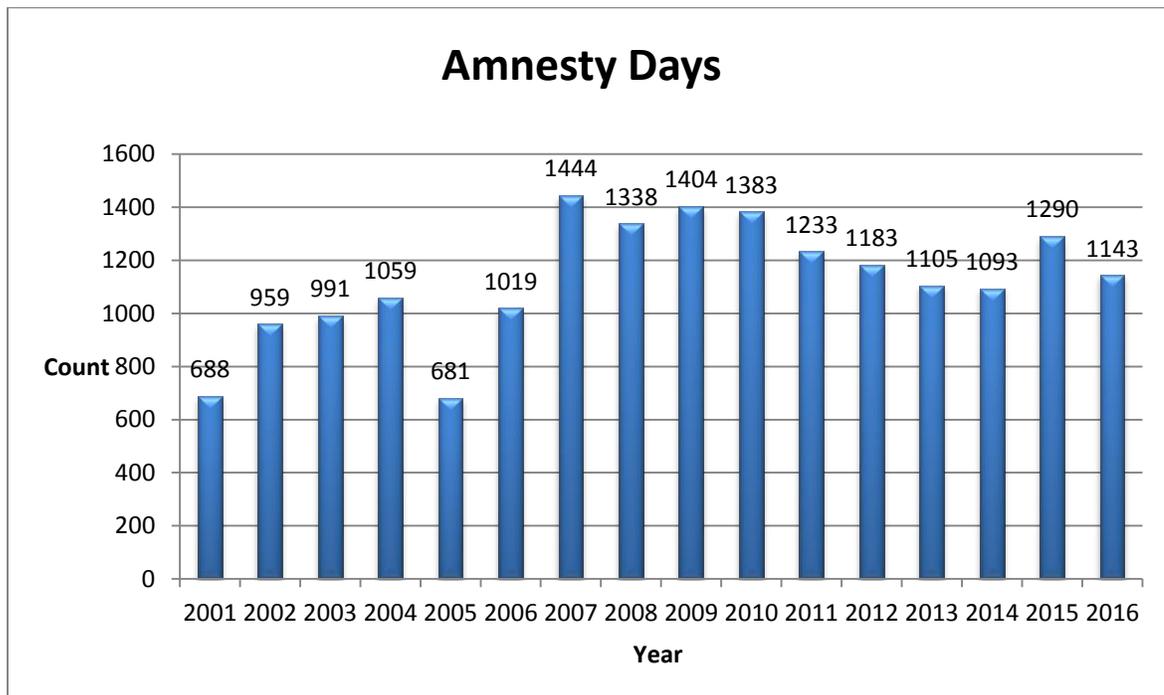
CONTRACT SPECIFICATIONS

The vendor shall be able to provide **all** requested services, in a timely manner, and additional dumpsters as volumes necessitate. A vendor shall be a licensed hauler or have the ability to become a licensed hauler prior to the first awarded event with Benton County. A vendor supervisor shall be on site to direct their company staff. The company staff needs to be of sufficient number (approximately 22 total from past events) to facilitate the dumpster changes as well as operate compactor vehicles in a safe and efficient manner, as well as provide assistance in removal of items from vehicles. Amnesty Days consists of two (2) events held at two (2) different locations within Benton County.

The vendor shall not consider dumpsters for “trash” collection. The bidder shall be capable of legally handling and properly disposing of all collected items as per federal, state and local regulations require. This is not a household hazardous waste (HHW) collections and the vender will not accept HHW items during Amnesty Day events. The vender may have a front end loader on site to provide “compaction services” to dumpsters and the movement of large items. The following waste volumes are approximates and represent a total of what may be collected for both events.

- Scrap Metal: dumpster(s), 14-18 tons
- Trash: compactor truck(s) minimum two/three on site, 47-49 tons
- Appliances: dumpster(s)/cage(s), 610 tons
- Tires: semitrailer/dumpster(s), 35-40 tons
- Demo: dumpster(s), 22-25 tons
- Vehicle Batteries: dumpsters/boxes, 150 items
- E-waste: cages/dumpsters/boxes, 21-25 tons

The bar graph below indicates the number individuals that utilized the events for the year, providing a yearly total for the events.



Benton County will provide an appropriate amount of individuals to collect funds from those dropping items off at the event, assist in location selection of the event, and assist with traffic control at the event, along with providing up to three portable bathrooms.

SITE SUPERVISION

Contractor shall repair any and all damage or injury to any part or portion of the buildings, roadways and parking areas, equipment, site improvements, facilities, devices and vehicles, caused by Contractor, its agents, servants and employees.

Contractor shall maintain the buildings, roadways, parking areas, and all essential systems in good working order and free of litter and debris and shall surrender the buildings, roadways, parking areas, and all essential systems at the end of each Amnesty Day, during the term of the Contract, in a broom-clean condition, reasonable wear and tear excepted.

The bidder shall be capable of legally handling and properly disposing of all collected items as per federal, state and local regulations require. This is not a household hazardous waste (HHW) collections and the vender will not accept HHW items during Amnesty day events.

BILLING

All invoices should be sent to the following address:

Department of Development
531 Dewey Street
P.O. Box 129
Foley, MN 56329

Following each event within thirty (30) days an invoice will be submitted to the Finance Department detailing expenses of materials gathered, including the total cost and amount of each material. Benton County will be invoiced per event for the “actual” amount of service provided.

CHECKLIST OF ENCLOSURES:

The following items must accompany this bid proposal:

- _____ Bid Announcement
(Benton County Invitation to Bid, Amnesty Days)

- _____ Name, address, website and/or email address, and telephone number of a contact person

- _____ Any descriptive material necessary for the County to (a) determine whether a product offered meets the requirements of the specifications, and to (b) establish exactly what the Bidder proposes to furnish as to supplies and materials, must be enclosed with this Proposal.

The Bidder must acknowledge receipt of all the documents.

****THIS QUOTATION IS FOR AMNESTY DAYS - BENTON COUNTY RESERVES THE RIGHT TO, FOR ANY REASON, REJECT ALL QUOTATIONS. ****

ATTACHMENT A - VENDOR OFFER SIGNATURE AND CERTIFICATION FORM

The undersigned has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP; understands all instructions, requirements, specifications, terms and conditions of this RFP; and hereby offers and proposes to furnish the products and/or services described herein at the prices quoted in Bidder's proposal, and in accordance with the requirements, specifications, terms and conditions of this RFP.

The Bidder also certifies:

1. Its proposal is a valid and irrevocable offer for Benton County's acceptance for a minimum of 180 days from the Submittal Date and Time shown on the Title Page of this RFP to allow time for evaluation, negotiation, selection, and any unforeseen delays, and that its Proposal, if accepted, shall remain valid for the life of the contract.
2. It is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.
3. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP.
4. It is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
5. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Bidder acknowledges that Benton County will rely on such statements, information and representations in selecting the successful vendor.
6. It is not currently debarred or suspended from doing business with the federal government, the state of Minnesota, or any of their respective agencies.
7. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal, including but not limited to, representations as to price, performance, and financial terms.
8. Submission of a proposal indicates the Bidder's acceptance of the evaluation technique and the Bidder's recognition that some subjective judgments may be made by Benton County as part of the evaluation.
9. It understands and agrees that Benton County will not treat any information, document, or materials submitted by Bidder as confidential unless Bidder strictly adheres to the procedures set forth in this RFP and that such information, documents, or materials not conforming to the conditions set forth in the RFP will be governed by Benton County and Minnesota Data Practices Act (MN Statute Section 13.37). Bidder further agrees that Benton County may disregard confidentiality notices on fax coversheets and email headers/footers as well as copyright designations that accompany or are contained on material or documents submitted as part of Bidder's proposal, it being understood and agreed that all material and documents not conforming to the procedures set forth in the RFP will be governed by Benton County and Minnesota Data Practices Act (MN Statute, Section 13.37).

Vendor Name: _____
(Please type or print name of company)

Street Address: _____

Agency: _____ **State:** _____ **Zip:** _____

Phone: _____ **Fax:** _____ **E-Mail:** _____

I certify that I am a duly authorized representative of the vendor listed above. Benton County is hereby authorized to request from any individual or company any information it deems necessary to verify any information provided by Bidder in its proposal and to determine the capacity and responsibility of Bidder as a prospective contractor with Benton County.

Signature: _____
(Must be signed in full in ink by an officer of your company)

Name: _____
(please type or print)

Title: _____
(please type or print)

Date: _____

ATTACHMENT B – BIDDER PROFILE

1. Legal name of the Bidder:
2. Address of office which will fulfill this Contract:
3. Federal ID number:
4. Type of Operation: Individual Partnership Corporation Government
5. Can the Bidder provide, upon request, certificates of insurance listed as required in the RFP?

Yes No
6. Is the Bidder currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and direction terms.

Yes No
7. Is Bidder currently in default on any loan agreement or financing agreement with any bank, financial institute, or other entity? If yes, specify date(s), details, circumstances and prospects for resolution.

Yes No
8. Does any current relationship whether a relative, business associate, capital funding agreement or any other such kinship, exist between Bidder and any Benton County employee or official? If yes, please explain relationship.

Yes No
9. Are there any circumstances impacting Bidder that could affect Bidder's ability to perform under any award made through RFP process? If yes, please explain both the circumstances and impact.

Yes No

ATTACHMENT C – DESCRIPTION OF SERVICES

1. Provide a statement of the project approach, any unique benefits, and other considerations.

2. Provide an estimate of the earliest start date following execution of a contract.

3. Submit a work plan with key dates and milestones. Response should include:
 - 3a. Identification of tasks to be performed by Bidder.
 - 3b. Identification of tasks to be performed by Benton County.
 - 3c. Timeframes to complete performance of the identified tasks or expected timeframe in which the project would be completed.
 - 3d. Implementation strategy including transition plan if necessary.

4. Provide summary resumes for proposed project team members or assigned staff, including their specific experiences with similar projects, qualifications and special expertise, and number of years with your company.