



REQUEST FOR QUOTES:

# COLLECTION AND TRANSPORTATION SERVICES FOR RECYCLING OF BULKY PLASTIC

**GENERAL PROPOSAL INFORMATION:**

- Any questions regarding the specifications may be directed to Ms. Renee Burman by **March 16, 2016**.
- Quotations shall be submitted to the County by 4:30 p.m., **March 21, 2016** on the Quotation Forms (pages 5-8) furnished. Fill in all items on the Quotation Forms. Submit, sign and date the completed forms.

## **I. BACKGROUND**

Dakota County (County) is responsible for implementing recycling programs and achieving a 75% recycling goal by 2030. In 2015 Dakota County funded a pilot to collect bulky film plastic generated by dairy and other agricultural operations. The results indicate the ability to collect large amounts of waste agricultural film plastic that is relatively clean. In about four months 11 tons (22,000 pounds) of plastic was collected for recycling.

The County wants to expand the pilot in 2016 to offer consistent collection and recycling opportunities (April – December) and possibly target new types of bulky film plastic (e.g., marina plastic/boat wrap) and fulfill a continued need to increase documented recycling tonnages.

## **II. PROJECT GOAL**

The goal of the pilot is to collect bulky plastic from agricultural and possibly marina operations for recycling. A Contractor is needed to provide collection (roll-off) services to collect bulky plastic and transportation services of collected plastic to an appropriate Contractor-selected facility for recycling.

Bulky plastic is generated in dairy operations. It is used to store feed (hay, silage) for cattle. There are about two dozen large dairies and several smaller dairies in Dakota County that generate this plastic daily.

Dakota County has at least five large marinas that generate waste boat shrink wrap annually each spring. It is known that some marinas participate in manufacturer take-back and/or local recycling programs for bulky boat shrink wrap. If it is determined not all marinas and/or large producers (winter storage locations) of boat shrink wrap do not have access to these programs, the County may offer collection services for them. The County is verifying waste shrink wrap management with marinas and winter storage locations and will make a determination on offering collection services.

Bulky plastic will be collected at four strategically-located and centralized locations in the County. Collection locations will shift periodically to address the seasonality of its generation and to maximize bulky plastic collection. For example, collections will be offered ongoing at strategic locations in the rural area of Dakota County to collect agricultural plastics as this plastic is generated daily. If boat shrink wrap collection is needed, collection will only be offered in April and May or when boat shrink wrap covers are being removed and then collections will be shifted to the rural area to expand collection of agricultural plastics.

The County will work with bulky plastic generators to encourage participation in the pilot, have them separate the targeted plastic and deliver it to one of the collection sites. The County will also provide education to producers so that plastic is free of or has minimal contamination (rocks, gravel, manure, hay, netting, string, etc.).

**TARGETED BULKY PLASTICS** for collection include:

1. **Agricultural plastics:**
  - a. Silage bunker covers

- b. Bale stretch wrap
- c. "Ag bag" and silage bags (aka "black and white" plastic)

Not accepted: plastic chemical containers, plastic netting and reinforced nylon or fiber (e.g., plastic/poly twine, feed bags).

- 2. **Marina winter storage plastics:** Blue and white boat wrap – *IF the County determines that collection is warranted.*

Not accepted: vinyl wraps, plastic wraps with fabric layer, etc.

### III. PURPOSE OF REQUEST

The County desires services of a Contractor to:

- 1) Provide roll-off containers to collect the bulky plastic, and
- 2) Provide transportation services of full roll-offs to and from a Recycling Facility.

Because the material will be separated by the generator with the intent of recycling it is required to be delivered to a Recycling Facility that accepts the material for recycling purposes.

### IV. COLLECTION EQUIPMENT PROVIDED BY THE CONTRACTOR

The Contractor is responsible to provide collection equipment, such as roll-offs, that is in proper working order and is free from any material defects at the completion of the installation.

The Contractor is responsible for the normal repair and maintenance of the equipment provided.

### V. TERM AND BILLING

The Contractor will provide roll-off, transportation and recycling services until the County's budget of \$15,000 is fully disbursed, the amount of plastic collected is not enough or too contaminated to warrant continued collection, as determined by the County, or the end of the calendar year, whichever condition occurs first. When a roll-off has been picked up for recycling, the information in the report form in Attachment B must be completed and submitted with invoices for payment.

### VI. CONFLICT OF INTEREST

The Contractor is required to disclose whether any of its owners, directors, officers or principals is, or is closely related to, any County employee who has or may appear to have any control over the award, management or evaluation of the contract.

## **VII. INSURANCE REQUIRED**

At the time of the Award of Contract, a copy of insurance policies shall name the Rural Solid Waste County, its officers, employees and agents as additional insured thereunder. Insurance coverage must be maintained in full force and effect during the term of the agreement for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The insurance coverage shall satisfy the requirements set forth in Attachment A.

## **VIII. RESPONSES WILL BE EVALUATED BASED ON THE FOLLOWING:**

1. Availability and Experience
  - Availability and participation of key personnel
  - Demonstrated ability to successfully complete similar projects
2. Cost and Other Factors
  - Cost
  - Ability to deliver collected agricultural plastic to a Recycling Facility that accepts it for recycling or reuse

## **IX. RIGHT TO REFUSE**

Submittal of quotes does not obligate the County to contract for services. The cost of responding to this request for quotes is the responsibility of the submitting Contractor. The County has the right to negotiate with individuals and/or firms to establish final contract terms and conditions.

## QUOTATION FORM FOR AGRICULTURAL PLASTICS

**Instructions.** Fill in all items, sign and date the Quotation Form. Submit the completed form by 4:30 pm on March 21, 2016 to Dakota County Environmental Resources Department, ATTN: Renee Burman, 14955 Galaxie Avenue, Apple Valley, MN 55124 or via email to [Renee.Burman@co.dakota.mn.us](mailto:Renee.Burman@co.dakota.mn.us)

Anticipate one 30 cubic yard capacity roll-off container at each collection location. Locations will be discussed and may change through the contract based on generator participation, and as agreed upon by the County and Contractor.

Material Type <i>Roll-off locations will be in the townships (southern part of County)</i>	April to December 2016					
	Monthly rental fee for <u>each</u> roll-off	Pull fee for <u>each</u> roll-off (includes transportation)	Recycling fee (if any)	Illegal dumping fee	Other charges (list type and frequency)	Destination/Recycling Facility
<b>Agricultural Plastic</b>  Location #1						Destination Facility Name: _____  Location: _____ _____
<b>Agricultural Plastic</b>  Location #2						

Agricultural Plastic Location #3						
Agricultural Plastic Location #4						
<b>TOTAL</b>		N/A	N/A	N/A		

Transportation services will be on an “on-call” basis. The County will call the Contractor when a roll-off is full. The County requires that roll-offs be picked up within 48 to 72 hours of calls, and material transported to an appropriate facility for recycling. The County also requests that a roll-off be placed back in the original location within 24 hours of removal for continued plastic collection.

FIRM NAME: \_\_\_\_\_

AUTHORIZED FIRM REPRESENTATIVE: (PRINT) \_\_\_\_\_

AUTHORIZED FIRM REPRESENTATIVE (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## QUOTATION FORM FOR MARINA PLASTICS/BOAT SHRINK WRAP

**Instructions.** Fill in all items, sign and date the Quotation Form. Submit the completed form by 4:30 pm on March 21, 2016 to Dakota County Environmental Resources Department, ATTN: Renee Burman, 14955 Galaxie Avenue, Apple Valley, MN 55124 or via email to [Renee.Burman@co.dakota.mn.us](mailto:Renee.Burman@co.dakota.mn.us)

If the County determines that collection is warranted, anticipate 30 cubic yard capacity roll-off container at each collection location.

Material Type	April to May 2016					
	Monthly rental fee for <u>each</u> roll-off	Pull fee for <u>each</u> roll-off (includes transportation)	Recycling fee (if any)	Illegal dumping fee	Other charges (list type and frequency)	Destination/Recycling Facility
<b>Marina Plastic</b>  Location #1						Destination Facility Name: _____
<b>Marina Plastic</b>  Location #2						Location: _____ _____
<b>TOTAL</b>		N/A	N/A	N/A		

Transportation services will be on an “on-call” basis. The County will call the Contractor when a roll-off is full. The County requires that roll-offs be picked up within 48 to 72 hours of calls, and material transported to an appropriate facility for recycling. The County also requests that a roll-off be placed back in the original location within 24 hours of removal for continued plastic collection.

FIRM NAME: \_\_\_\_\_

AUTHORIZED FIRM REPRESENTATIVE: (PRINT) \_\_\_\_\_

AUTHORIZED FIRM REPRESENTATIVE (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## ATTACHMENT A- INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

### APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

☒ 2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

☒ Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

☒ 4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under contract.**

☐ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☒ 5. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

☒ 6. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

☒ 7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financial responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

☒ 8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefore and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

☒ 9. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

☒ 10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

## Attachment B

This report form must be completed when a roll-off was picked up for recycling. Submit it with the monthly invoice for payment.

1. Collection location: \_\_\_\_\_

2. Month (circle):                      April                      May                      June                      July  
   August                      September                      October                      November                      December

3. Roll-off information:

A. List the name of Recycling Facility(ies) where plastic was delivered:

\_\_\_\_\_

B. Type, weight and/or volume of bulky plastic:

\_\_\_\_\_

C. List any contamination or related issues so the County can work with generators on addressing it.

\_\_\_\_\_

Submit completed form for each location with invoices to:

Renee Burman at [renee.burman@co.dakota.mn.us](mailto:renee.burman@co.dakota.mn.us)

or fax to 952-891-7588