



2115 SOUTH JEFFERSON
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Request for Proposals Ash, Fines, and Leachate Hauling

October 3, 2023

To: Licensed Solid Waste Haulers
Other Interested Parties

Re: Request for Proposals (RFP) for Ash, Fines, and Leachate Hauling

Pope/Douglas Solid Waste Management (Board) is seeking proposals from licensed haulers and other companies of interest to haul ash, fines, and leachate in Douglas County and Pope County, MN. The hauling agreement will be operated by the awarded bidder for 36 months (3 years) with the option to extend twenty-four months (2 years). The hauling agreement is expected to start January 1, 2024, at 12:00 a.m.

Bidders can make proposals for ash, fines, and leachate hauling or bid on the leachate hauling separate from the ash and fines hauling.

Information in the RFP is based on the current Ash, Fines, and Leachate hauling agreement. Bidders having alternative methods of hauling, servicing and length of contract should provide a response to the base bid as listed in the RFP and list other alternative methods as a clearly defined alternate proposal.

Proposer can address any questions or concerns by contacting Steve Vrchota, Executive Director, at 612/747-4996 or steve@popedouglasrecycle.com. Interested parties must schedule a site visit with Steve Vrchota during the week of October 9th – October 13th.

Proposals must be received by Tuesday, October 31, 2023, no later than 3:00 pm (CST). Proposals can be emailed to finance@popedouglasrecycle.com or mailed to the following address:

Pope/Douglas Solid Waste Management
Attn: Steve Vrchota
2115 Jefferson Street
Alexandria, MN 56308

Hard copy proposals shall be submitted in a sealed envelope marked: 'Ash, Fines, and Leachate Hauling for Pope/Douglas'. Proposals will be opened at 3:00 pm in the Pope/Douglas Board Room at 2115 Jefferson Street, Alexandria, MN 56308.

I. Background

The Pope Douglas Solid Waste Management Waste to Energy (WTE) facility processes approximately 7,000 tons of municipal solid waste (MSW) per month. The waste is pre-processed through the material recovery facility (MRF) to pull out recyclable materials or materials that could damage the WTE facility.

The Pope Douglas Solid Waste Management facility operates 24 hours day and 365 days a year. Ash containers must be emptied when full on a timely basis, including weekends, holidays, and overnight hours. Containers would be typically serviced on a regular schedule, but bidder must respond within 1 hour of notification to service out of regularly scheduled service times.

During the MRF processing, fine materials like glass, food waste, and other smaller fine material are pulled out of the waste stream. Approximately 40 roll off loads of the fine material is hauled to the Pope Douglas Solid Waste Management Ash Monofil at 5823 County Road 112 SW, Hoffman, MN 56339 for disposal. With the facility expansion of the MRF facility it is expected that the fines quantity will decrease within the next few years.

Approximately 150 roll off loads of residual ash per month are hauled from the Pope Douglas Solid Waste Management facility in Alexandria to the Pope Douglas Solid Waste Management Ash Monofil at 5823 County Road 112 SW, Hoffman, MN 56339.

The current process for ash and fines hauling is using a hook truck with roll off containers for dumping at the facility.

Leachate at the Pope Douglas Solid Waste Management Ash Monofil at 5823 County Road 112 SW, Hoffman, MN 56339 is used at either the Pope Douglas Solid Waste Management facility or transferred to the Fergus Falls Wastewater Treatment Plant at 311 Kennedy Park Road, Fergus Falls, MN 56537. When the Pope Douglas Solid Waste Management facility is full and the Fergus Falls Wastewater Treatment Plant is unable to accept loads, loads would be transferred to Metropolitan Wastewater Treatment Plant Liquid Waste Receiving 2400 Childs Road, St. Paul, MN 55106.

The quantity of leachate is based on weather and rainfall amounts. On a dry month approximately 15 wastewater tanker loads are hauled. During wet conditions the facility sees 40 – 60 wastewater tanker loads per month. Leachate transports have seen as little as 10 loads for a month to an extreme of 75 loads for a month.

The current process for leachate hauling is using a semi-truck for hooking up to the Pope Douglas owned leachate tankers for hauling the leachate. Bidder must follow all handling and permit requirements while handling and hauling all materials.

II. Schedule and Penalties

Upon award, bidder shall establish ash, fines, and leachate hauling. Bidder is

responsible for purchasing equipment for transportation of ash and fines materials. For pricing information of current containers see Attachment 1.

The Bidder is responsible for having at least one additional vehicle and staff to cover for unscheduled vehicle maintenance and staff absences.

III. Minimum Bidder Qualifications

1. Bidder shall currently be a licensed solid waste hauler within Douglas county.
2. If Bidder is not a currently licensed solid waste hauler, and is awarded a contract, they must apply for and be awarded a Solid Waste Haulers licensed concurrent with execution of the Agreement.
3. Hauler licenses are obtained from Douglas County Land & Resource Management Departments (County). Licenses are not issued by the Board.

IV. WORK BY BIDDER (SCOPE OF SERVICES)

1. Own, Operate, as needed, owner-supplied truck and containers or alternate to haul ash, fines, and pull and service leachate tanker trailer. For pricing information of current containers see Attachment 1.
2. Own or have access to additional equipment (secondary vehicle) capable of hauling material. This additional vehicle would be made available to perform hauling if the primary vehicle is temporarily out of service.
3. Acquire and maintain a license to haul waste in Douglas County. Insurance and bonding requirements can be secured through the Douglas County Land & Resource Management Department (County).
4. Acquire and maintain Commercial Vehicle Insurance for physical damage and liability coverage on the primary (and secondary) collection vehicle.
5. Acquire and maintain a policy of insurance insuring the parties against any claim for damage to person or property as a result of its operation in an amount not less than \$1,500,000 per occurrence. Bidder will furnish an original Certificate of Insurance as evidence of required coverage before work commences.
6. Acquire and maintain Workers Compensation and Employer's Liability Coverage. The Bidder will provide all workers compensation coverage required for the workers providing services for this proposal. Workers' compensation limits are to be statutory per applicable state and federal laws.
Employer's liability coverage with minimum limits of:
 - Bodily injury by accident: \$500,000 each accident
 - Bodily injury by disease: \$500,000 each employee
 - Bodily injury by disease: \$500,000 policy limit
7. Bidder shall comply will all federal, state, county, township and municipal laws, ordinances and rules and regulations in the transporting and disposal of these materials.
8. Bidder shall provide labor and transportation for annual DOT certification of the PDSWM provided leachate tanker trailer.
9. . The bidder should include the base fuel cost and gallons per route used as a basis of their bid and provide the basis for applying a surcharge or credit based on the Midwest Fuel Index. Any fuel surcharge shall be based on the Midwest Fuel index.

V. RESPONSIBILITY OF OWNER

1. Furnish and provide access to leachate tanker trailers specifically used for leachate disposal.

VI. METHOD OF MEASUREMENT AND PAYMENT

Bidder will be paid for services based on the methods of measurement described below.

The bidder will supply the Board with an invoice for the services provided for the month. The Pope Douglas Solid Waste Management Joint Powers Board regular meetings are normally scheduled for the third (3rd) Thursday of each month.

Bidder shall be paid per load hauled unless alternative method is defined in bid. The bidder shall provide an estimate on tons per load used for the basis of their bid.

VII. INSTRUCTIONS FOR BIDDERS

Read through the entire document. Fill in proposed rates on the "Ash, Fines, and Leachate Proposal Form" and return to Board as described on page 1. A bid bond, proof of licensure, or proof of insurance is not required to submit a bid.

The proposal of the apparent low, responsive, responsible bidder meeting the minimum requirements specified herein will be presented to the Pope/Douglas Joint Solid Waste Board for their consideration of contract award. Board reserves the right to reject any and all bids.

VIII. DEFINITIONS

If you have any questions or require more information, please feel free to contact me at 612/747-4996 or steve@popedouglasrecycle.com

Sincerely,
Pope/Douglas Solid Waste Management

Steve Vrchota
Executive Director

Enclosures:

Attachment 1: Ash/Fines Roll Off Inventory and Selling Price

Attachment 2: Current Ash, Fines, and Leachate Hauling Agreement

Ash, Fines, and Leachate Hauling Proposal Form

Bidder to provide pricing for 1 month of service to compare bidders equally.

Description of Work	Units	Estimated Quantity	Bid Price Per Load	Extended Price Per Estimated Month
1. Ash hauling to Hoffman Estimation based on 150 roll off container loads/month	Loads	150/month		
2. Fines hauling to Hoffman Estimation based on 40 roll off container loads/month	Loads	40/month		
3. Leachate hauling from Hoffman to Alexandria	Loads	25/month		
4. Leachate hauling from Hoffman to Fergus Falls	Loads	15/month		
Notes:				
TOTAL BID PRICE				

Basis of Estimated Quantities:

1. Ash loads on weekdays (105 loads)
2. Ash loads on weekends (45 loads)
3. Fines loads on weekdays (39 loads)
4. Fines loads on weekends (1 load)
5. Leachate hauled to Alexandria on weekdays (20 loads)
6. Leachate hauled to Alexandria on weekends (5 loads)
7. Leachate hauled to Fergus Falls on weekdays (10 loads)
8. Leachate hauled to Fergus Falls on weekends (5 loads)

A. Does Bidder own vehicle(s) equipped and capable of performing the ash, fines, and leachate hauling? YES NO (circle one).

B. List at least one to two vehicles per service provided (ash/fines & leachate), below, owned by Bidder that can perform ash and fines hauling and leachate hauling for this work (Make, Model, Type of packer body, year, waste load capacity in pounds and odometer reading).

i. _____

ii. _____

iii. _____

iv. _____

C. How many drivers does Bidder employ? _____

D. Does the bidder have any interest in hauling bypass waste from the Pope Douglas Solid Waste Management Alexandria facility to the Morrison County landfill?

YES NO (circle one).

E. Misc information to provide Board for clarification: _____

Signature of Preparer of Proposal

Date

Title of Preparer

Company Name (Please Print)

Company Address – Street

Company Address – City, State, Zip

Telephone Number

Attachment 1. Ash/Fines Roll Off Inventory and Selling Price

Brooke Hellerman

From: Shaynen Schmidt <shaynen@protainer.com>
Sent: Wednesday, September 27, 2023 11:52 AM
To: Steve Vrchota
Cc: Brooke Hellerman; Shaynen Schmidt
Subject: RE: Existing Roll-Off Boxes

Ash/Fines roll offs Inventory and selling prices.

(2) Newer ash rolls off built spring of 2023. Custom heavy duty built for ash. Height and length made to fit burners 1,2, & 3. 61.75" A-frame hooks. \$6,500.00 x 2 = \$13,000.00 total.

(1) Newer "short" ash roll off built spring 2023. Built specifically to fit under burners 1 & 2 for overnights. Custom heavy duty built for ash. 61.75" A-frame hook. = \$6,200.00

(2) older ash roll offs originally built for ash in fair condition. 61.75" A-frame hook. = \$1500.00 each = \$3,000.00 total.

(3) Fines roll offs standard built roll offs in good condition. 61.75" A-frame hook \$3,000.00 each = \$9,000.00 total.



Sincerely,
Shaynen Schmidt
Cell 320.762.7550

From: Steve Vrchota <steve@popedouglasrecycle.com>
Sent: Tuesday, September 26, 2023 11:22 AM
To: Shaynen Schmidt <shaynen@protainer.com>
Cc: Brooke Hellerman <brooke@popedouglasrecycle.com>
Subject: Existing Roll-Off Boxes

Shaynen,

Can you please provide me with an inventory of the assets for the existing roll-off boxes owned by ARR on our site and a cost to sell the containers. PDSWM will provide this information to all bidders on the ash/fines hauling contract. We will present this as an option, and we will decide if PDSWM or the new contractor will own the containers. It will be easier to review if all bidders have the same number for the containers.

Thank you,

Steve Vrchota – Director PDSWM
612-747-4996

Attachment 2

Sample Ash, Fines, and Leachate Hauling Agreement with pricing of previous agreement.

Ash, Fines, and Leachate Transportation Agreement With Bidder

THIS AGREEMENT made this ____ day of _____, 2023, between the Pope/Douglas Solid Waste Board (hereinafter called **BOARD**) and Bidder, a Minnesota Corporation (hereinafter called **BIDDER**).

WITNESSETH:

WHEREAS, the **BOARD** owns and operates a Waste-to-Energy/Material Recycling facility in Alexandria, Minnesota, which, as part of its process, generates ash and/or fines;

WHEREAS, **BIDDER** owns and operates a business capable of transporting such ash and/or fines and is a licensed landfill operator;

NOW, THEREFORE, THE PARTIES AGREE, for the mutual covenants set forth herein as follows:

1. **Service to be Performed.** **BIDDER** shall perform the following service for the **BOARD**:

- (a) **Transportation of Ash and/or Fines.** **BIDDER**, at such time and frequency as directed by the **BOARD**, shall transport ash and/or fines from the **BOARD'S** facility in Alexandria to the **BOARD'S** ash landfill located in Douglas County, Minnesota at 5823 County Road 112 SW, Hoffman, MN. The equipment used for the transportation of this ash and/or fines shall be solely provided for by **BIDDER**.
- (b) **Transportation of Leachate.** **BIDDER** shall transport leachate from the ash landfill to the Board's Alexandria waste to energy facility at such times as directed by the **BOARD**. The tanker used for collecting and transporting the leachate shall be owned and maintained by the **BOARD**. **BIDDER** shall be solely responsible for providing and maintaining tractor to transport the tanker.

BIDDER shall also load and transport leachate from the ash landfill to the Fergus Falls Wastewater Treatment plant in Fergus Falls, Minnesota in such amounts and at such times as directed by the **BOARD**. Again, the tanker for hauling the leachate shall be owned and maintained by the **BOARD** and the tractor by the **BIDDER**.

BIDDER shall also load and transport leachate from the ash landfill to the Metropolitan Waste Commission facility in St. Paul, Minnesota, in such amounts and at such times as directed by the **BOARD**.

- (c) **Tanker Trailer Maintenance.** **BIDDER** shall be responsible for the manpower and equipment necessary to provide standard operation maintenance to the trailers including the annual DOT Inspection and maintenance repairs. These repairs would be paid by the **BOARD**.

Any maintenance repairs or damage repairs to the trailer as a direct result of operation by the **BIDDER** would be at the expense of the **BIDDER**.

2. **Payment for Service.** **BIDDER** for this service shall be paid as follows:

- (a) **Transportation of Ash and/or Fines.** All loads of ash and/or fines shall be properly weighed with the **BOARD'S** scales and noted as to weight and time out on a form to be provided by the **BOARD**. The **BOARD** shall pay **BIDDER** the sum in the table below per load plus fuel surcharge to transport the ash and/or fines from its Alexandria facility to the ash landfill.

Year	Weekday Rate	Weekend & Holiday Rate
2022 – 2023	\$188	\$193
2023 – 2024	\$198	\$203
2024 – 2025	\$198	\$203

- (b) **Transportation of Leachate.** For the loading and transportation of the leachate from the ash landfill to the Alexandria facility, **BIDDER** shall be paid by the **BOARD** per load as listed in the table below. A load shall mean gross weight of 80,000 pounds, including leachate, tanker, and tractor. For the loading and transportation of leachate from the ash landfill to the Fergus Falls Wastewater Treatment Plant, the **BOARD** shall pay **BIDDER** per load plus fuel surcharge as listed in the table below.

Year	Alexandria Rates		Fergus Falls Rates	
	Weekday Rate	Weekend & Holiday Rate	Weekday Rate	Weekend & Holiday Rate
2022 - 2023	\$188	\$193	\$264	\$271
2023 - 2024	\$198	\$203	\$277	\$284
2024 - 2025	\$198	\$203	\$277	\$284

For the loading and transportation of leachate from the Ash Landfill to the Metropolitan Waste Commission Facility, the **BOARD** shall pay **BIDDER** \$1.80 per mile round-trip plus fuel surcharge.

- (c) **Fuel Surcharge.** As additional compensation, the **BOARD** shall pay **BIDDER** the following additional sums:

CATEGORY ONE - ASH/FINES HAULING

- 1. 12 GALLONS OF FUEL USED PER TRIP**
- 2. BASE FUEL PRICE = \$4.00 PER GALLON**

FUEL PRICE		SURCHARGE
\$4.00 to \$4.09	12 gallons x \$.10	\$1.20 per trip
\$4.10 to \$4.19	12 gallons x \$.20	\$2.40 per trip
\$4.20 to \$4.29	12 gallons x \$.30	\$3.60 per trip
\$4.30 to \$4.39	12 gallons x \$.40	\$4.80 per trip
\$4.40 to \$4.49	12 gallons x \$.50	\$6.00 per trip
\$4.50 to \$4.59	12 gallons x \$.60	\$7.20 per trip
\$4.60 to \$4.69	12 gallons x \$.70	\$8.40 per trip
\$4.70 to \$4.79	12 gallons x \$.80	\$9.60 per trip
\$4.80 to \$4.89	12 gallons x \$.90	\$10.80 per trip
\$4.90 to \$4.99	12 gallons x \$ 1.00	\$12.00 per trip
\$5.00 to \$5.09	12 gallons x \$ 1.10	\$13.20 per trip
\$5.10 to \$5.19	12 gallons x \$ 1.20	\$14.40 per trip
\$5.20 to \$5.29	12 gallons x \$ 1.30	\$15.60 per trip
\$5.30 to \$5.39	12 gallons x \$ 1.40	\$16.80 per trip
\$5.40 to \$5.49	12 gallons x \$ 1.50	\$18.00 per trip
\$5.50 to \$5.59	12 gallons x \$ 1.60	\$19.20 per trip
\$5.60 to \$5.69	12 gallons x \$ 1.70	\$20.40 per trip
\$5.70 to \$5.79	12 gallons x \$ 1.80	\$21.60 per trip
\$5.80 to \$5.89	12 gallons x \$ 1.90	\$22.80 per trip
\$5.90 to \$5.99	12 gallons x \$ 2.00	\$24.00 per trip
\$6.00 to \$6.09	12 gallons x \$ 2.10	\$25.20 per trip
\$6.10 to \$6.19	12 gallons x \$ 2.20	\$26.40 per trip
\$6.20 to \$6.29	12 gallons x \$ 2.30	\$27.60 per trip
\$6.30 to \$6.39	12 gallons x \$ 2.40	\$28.80 per trip
\$6.40 to \$6.49	12 gallons x \$ 2.50	\$30.00 per trip

*Calculate fuel surcharge by using average actual fuel costs receipts provided by BIDDER on a monthly basis.

CATEGORY TWO - LEACHATE HAULING TO ST. PAUL		
1. 65 GALLONS OF FUEL USED PER TRIP		
2. BASE FUEL PRICE = \$4.00 PER GALLON		
FUEL PRICE		SURCHARGE
\$4.00 to \$4.09	65 gallons x \$.10	\$6.50 per trip
\$4.10 to \$4.19	65 gallons x \$.20	\$13.00 per trip
\$4.20 to \$4.29	65 gallons x \$.30	\$19.50 per trip
\$4.30 to \$4.39	65 gallons x \$.40	\$26.00 per trip
\$4.40 to \$4.49	65 gallons x \$.50	\$32.50 per trip
\$4.50 to \$4.59	65 gallons x \$.60	\$39.00 per trip
\$4.60 to \$4.69	65 gallons x \$.70	\$45.50 per trip
\$4.70 to \$4.79	65 gallons x \$.80	\$52.00 per trip
\$4.80 to \$4.89	65 gallons x \$.90	\$58.50 per trip
\$4.90 to \$4.99	65 gallons x \$1 .00	\$65.00 per trip
\$5.00 to \$5.09	65 gallons x \$1 .10	\$71.50 per trip
\$5.10 to \$5.19	65 gallons x \$1 .20	\$78.00 per trip
\$5.20 to \$5.29	65 gallons x \$1 .30	\$84.50 per trip
\$5.30 to \$5.39	65 gallons x \$1 .40	\$91.00 per trip
\$5.40 to \$5.49	65 gallons x \$1.50	\$97.50 per trip
\$5.50 to \$5.59	65 gallons x \$1.60	\$104.00 per trip
\$5.60 to \$5.69	65 gallons x \$1.70	\$110.50 per trip
\$5.70 to \$5.79	65 gallons x \$1.80	\$117.00 per trip
\$5.80 to \$5.89	65 gallons x \$1.90	\$123.50 per trip
\$5.90 to \$5.99	65 gallons x \$2.00	\$130.00 per trip
\$6.00 to \$6.09	65 gallons x \$2.10	\$136.50 per trip
\$6.10 to \$6.19	65 gallons x \$2.20	\$143.00 per trip
\$6.20 to \$6.29	65 gallons x \$2.30	\$149.50 per trip
\$6.30 to \$6.39	65 gallons x \$2.40	\$156.00 per trip
\$6.40 to \$6.49	65 gallons x \$2.50	\$162.50 per trip

*Calculate fuel surcharge by using average actual fuel costs receipts provided by BIDDER on a monthly basis.

CATEGORY THREE – LEACHATE HAULING TO ALEXANDRIA

- 1. 12 GALLONS OF FUEL USED PER TRIP**
2. BASE FUEL PRICE = \$4.00 PER GALLON

FUEL PRICE		SURCHARGE
\$4.00 to \$4.09	12 gallons x \$.10	\$1.20 per trip
\$4.10 to \$4.19	12 gallons x \$.20	\$2.40 per trip
\$4.20 to \$4.29	12 gallons x \$.30	\$3.60 per trip
\$4.30 to \$4.39	12 gallons x \$.40	\$4.80 per trip
\$4.40 to \$4.49	12 gallons x \$.50	\$6.00 per trip
\$4.50 to \$4.59	12 gallons x \$.60	\$7.20 per trip
\$4.60 to \$4.69	12 gallons x \$.70	\$8.40 per trip
\$4.70 to \$4.79	12 gallons x \$.80	\$9.60 per trip
\$4.80 to \$4.89	12 gallons x \$.90	\$10.80 per trip
\$4.90 to \$4.99	12 gallons x \$ 1.00	\$12.00 per trip
\$5.00 to \$5.09	12 gallons x \$ 1.10	\$13.20 per trip
\$5.10 to \$5.19	12 gallons x \$ 1.20	\$14.40 per trip
\$5.20 to \$5.29	12 gallons x \$ 1.30	\$15.60 per trip
\$5.30 to \$5.39	12 gallons x \$ 1.40	\$16.80 per trip
\$5.40 to \$5.49	12 gallons x \$ 1.50	\$18.00 per trip
\$5.50 to \$5.59	12 gallons x \$ 1.60	\$19.20 per trip
\$5.60 to \$5.69	12 gallons x \$ 1.70	\$20.40 per trip
\$5.70 to \$5.79	12 gallons x \$ 1.80	\$21.60 per trip
\$5.80 to \$5.89	12 gallons x \$ 1.90	\$22.80 per trip
\$5.90 to \$5.99	12 gallons x \$ 2.00	\$24.00 per trip
\$6.00 to \$6.09	12 gallons x \$ 2.10	\$25.20 per trip
\$6.10 to \$6.19	12 gallons x \$ 2.20	\$26.40 per trip
\$6.20 to \$6.29	12 gallons x \$ 2.30	\$27.60 per trip
\$6.30 to \$6.39	12 gallons x \$ 2.40	\$28.80 per trip
\$6.40 to \$6.49	12 gallons x \$ 2.50	\$30.00 per trip

CATEGORY FOUR – LEACHATE HAULING TO FERGUS FALLS

- 1. 27 GALLONS OF FUEL USED PER TRIP**
2. BASE FUEL PRICE = \$4.00 PER GALLON

FUEL PRICE		SURCHARGE
\$4.00 to \$4.09	27 gallons x \$.10	\$ 2.70 per trip
\$4.10 to \$4.19	27 gallons x \$.20	\$ 5.40 per trip
\$4.20 to \$4.29	27 gallons x \$.30	\$ 8.10 per trip
\$4.30 to \$4.39	27 gallons x \$.40	\$10.80 per trip
\$4.40 to \$4.49	27 gallons x \$.50	\$13.50 per trip
\$4.50 to \$4.59	27 gallons x \$.60	\$16.20 per trip
\$4.60 to \$4.69	27 gallons x \$.70	\$18.90 per trip
\$4.70 to \$4.79	27 gallons x \$.80	\$21.60 per trip
\$4.80 to \$4.89	27 gallons x \$.90	\$24.30 per trip
\$4.90 to \$4.99	27 gallons x \$ 1.00	\$27.00 per trip
\$5.00 to \$5.09	27 gallons x \$ 1.10	\$29.70 per trip
\$5.10 to \$5.19	27 gallons x \$ 1.20	\$32.40 per trip
\$5.20 to \$5.29	27 gallons x \$ 1.30	\$35.10 per trip
\$5.30 to \$5.39	27 gallons x \$ 1.40	\$37.80 per trip
\$5.40 to \$5.49	27 gallons x \$ 1.50	\$40.50 per trip
\$5.50 to \$5.59	27 gallons x \$ 1.60	\$43.20 per trip
\$5.60 to \$5.69	27 gallons x \$ 1.70	\$45.90 per trip
\$5.70 to \$5.79	27 gallons x \$ 1.80	\$48.60 per trip
\$5.80 to \$5.89	27 gallons x \$ 1.90	\$51.30 per trip
\$5.90 to \$5.99	27 gallons x \$ 2.00	\$54.00 per trip
\$6.00 to \$6.09	27 gallons x \$ 2.10	\$56.70 per trip
\$6.10 to \$6.19	27 gallons x \$ 2.20	\$59.40 per trip
\$6.20 to \$6.29	27 gallons x \$ 2.30	\$62.10 per trip
\$6.30 to \$6.39	27 gallons x \$ 2.40	\$64.80 per trip
\$6.40 to \$6.49	27 gallons x \$ 2.50	\$67.50 per trip

BIDDER shall reduce the base rate if fuel decreases to under \$4.00 per gallon as follows:

\$3.91 to \$3.82	Deduct \$.10 per gallon per trip
\$3.81 to \$3.72	Deduct \$.20 per gallon per trip
\$3.71 to \$3.62	Deduct \$.30 per gallon per trip
\$3.61 to \$3.52	Deduct \$.40 per gallon per trip
\$3.51 to \$3.42	Deduct \$.50 per gallon per trip
\$3.41 to \$3.32	Deduct \$.60 per gallon per trip
\$3.31 to \$3.22	Deduct \$.70 per gallon per trip
\$3.21 to \$3.12	Deduct \$.80 per gallon per trip
\$3.11 to \$3.02	Deduct \$.90 per gallon per trip
\$3.01 to \$2.92	Deduct \$1.00 per gallon per trip

3. **Payment Procedure.** After the last day of each month, **BIDDER** shall provide the **BOARD** with a signed voucher setting forth its request for payment. This voucher shall be on a form agreed to between the parties. The form shall provide the Board with the following information:

- (a) The date, time, and ash tonnage for ash and/or fines transported from the Alexandria facility to the ash landfill.
- (b) The date and amount of leachate transported from the ash landfill to the Alexandria facility.
- (c) The date and amount of leachate transported from the ash landfill to the Fergus Falls Wastewater Treatment facility.
- (d) The date, number of miles and amount of leachate transported from the ash landfill to the Metropolitan Waste Commission Facility in St. Paul.
- (e) Monthly fuel pricing and fuel surcharge for ash, fines and Minneapolis leachate hauling.

BIDDER shall promptly submit this itemized billing to the **BOARD** at the end of each month. The bill will be considered by the **BOARD** and paid after approval at the next Board meeting date. If the **BOARD** disputes any portion of the **BIDDER** bill, the non-disputed portion of the bill will be paid and **BIDDER** will be notified as to the amount and reason for the dispute. If the parties are unable to resolve the dispute they have concerning any portion of the bill, the dispute shall be resolved by the parties by submitting the matter to arbitration through the American Arbitration Association.

4. **Licenses and Permits.** **BIDDER** shall maintain and keep in full force any and all licenses or permits that may be required of them to fulfill the terms of this Agreement.
5. **Compliance with Laws.** **BIDDER** shall also comply with all federal, state, county, township and municipal laws, ordinances, and rules and regulations in the transporting and disposal of these materials.
6. **Liability Insurance.** **BIDDER** shall maintain a policy of insurance insuring the parties against any claim for damage to person or property as a result of its operation in an amount not less than \$500,000 per person and occurrence. The **BOARD** shall be named as an insured on this policy, and the policy shall contain a provision which prevents cancellation without thirty (30) days advance written notice to the **BOARD**. The **BOARD** shall be provided with a copy of this policy. **BIDDER** should have insurance coverage for the **BOARD** owned tanker trailer.
7. **Workers' Compensation and Unemployment Compensation Insurance.** **BIDDER** shall provide its employees with workers' compensation and unemployment compensation insurance in the manner provided for by law. **BIDDER** shall provide the **BOARD** with proof of such insurance upon request.
8. **Relationship of Parties.** **BIDDER** for all purposes shall be deemed an independent contractor and not an employee of the **BOARD**. **BIDDER** shall be solely responsible for transporting these materials and performing the other services as described herein.
9. **Discharge or Spill of Ash, Fines or Leachate.** If **BIDDER** should spill or discharge any ash, fines, or leachate while transporting such material, such an accident shall be promptly reported to the **BOARD** and any other public entity required to receive notice of such an occurrence. **BIDDER** shall solely be responsible for any damages that may result from such an occurrence, and shall hold harmless and indemnify the **BOARD** thereon, unless caused by malfunction in **BOARD'S** leachate tanker.
10. **Indemnification and Hold Harmless.** **BIDDER** agrees to defend, indemnify and hold harmless the **BOARD**, its officers, directors, employees and agents from and against any and all claims, damages and causes of action, including reasonable attorney's fees that in any way result from the hauling of these materials or the performing of the service described herein. **BIDDER**, however, shall not be required to defend, indemnify or hold harmless the **BOARD** from any claim or cause of action that arises by virtue of the **BOARD'S** own negligence.
11. **Length of Agreement.** This agreement shall commence on January 1, 2024, at 12:00 a.m. and terminate sixty (60) months after this date. Either party, however, may terminate this agreement by giving the other party ninety (90) days advance written notice of their intention to terminate the agreement.

12. **Assignment.** **BIDDER** may not assign any interest in this agreement to any other party without the written consent of the **BOARD**.

13. **Modification and Entire Agreement.** This is this entire agreement that exists between the parties. This agreement may not be modified without each party in writing agreeing to such a modification.

14. **Dispute.** Except as otherwise provided herein, any dispute that exists between the parties shall be resolved in the District Court of Douglas County, Minnesota.

Pope/Douglas Solid Waste Board

Bidder

By _____
Paul Gerde, Its Chairman

By _____
Bidder

Date: _____

Date: _____