

BELTRAMI COUNTY

REQUEST FOR PROPOSAL AND BID

BELTRAMI COUNTY HAULING CONTRACT

S.W.- 05 – TRAILER HAULING CONTRACT – 2026 - 2028

August 20, 2025

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STATE OF MINNESOTA

COUNTY OF BELTRAMI

REQUEST FOR PROPOSAL AND BID

BELTRAMI COUNTY TRAILER HAULING CONTRACT

PROPOSAL OF

Name

Address

TO FURNISH ALL EQUIPMENT AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE
CONTRACT AND PROPOSAL ON FILE AT THE BELTRAMI COUNTY SOLID WASTE OFFICE FOR:

PROJECT NO.: S.W. -05 – TRAILER HAULING CONTRACT – 2026-2028

LOCATION: BELTRAMI County Transfer Station-Bemidji
POLK County Solid Waste Resource Recovery Plant-Fosston
POLK County Landfill Complex - Gentilly
POLK County Transfer Station – Crookston
HUBBARD County North Transfer Station-Laporte, MN
HUBBARD County South Transfer Station-Park Rapids, MN

TYPE OF WORK: HAULING TRANSFER TRAILERS

START DATE: January 1, 2026 (Or Upon Award & Contract Execution)

COMPLETION DATE: December 31, 2028

NOTICE TO BIDDERS: In submitting a bid, you must return this complete proposal. You must initial changes made on the bid form sheet in the proposal, and acknowledge any addendum issued on the back-cover sheet.

1. NOTICE OF BELTRAMI COUNTY TRAILER HAULING CONTRACT INVITATION FOR PROPOSAL AND BID.

BELTRAMI COUNTY AUDITOR-TREASURER

BELTRAMI COUNTY TRAILER HAULING CONTRACT: 2026-2028

NOTICE OF S.W.– 05: TRAILER HAULING CONTRACT - INVITATION TO BID

**STATE OF MINNESOTA
COUNTY OF BELTRAMI
OFFICIAL NOTICE OF BID LETTING
BELTRAMI COUNTY SOLID WASTE FACILITIES
TRAILER HAULING CONTRACT: 2026-2028**

BELTRAMI COUNTY will receive **SEALED BID PROPOSALS** for the **S.W.– 05: TRAILER HAULING CONTRACT: 2026-2028** until 1:00 p.m. on Thursday, September 11, 2025 at the Beltrami County Commissioners Conference Room in the Beltrami County Administration Building. Proposals received after 1:00 p.m. on Thursday, September 11, 2025 will not be considered, and will be returned to the bidder unopened. Proposals will be opened and read publicly at 1:00 p.m. on Thursday, September 11, 2025 by the Board of County Commissioners or their representative in the Commissioners' Conference Room at the Beltrami County Administration Building, located at 701 Minnesota Ave NW, Bemidji, MN 56601

Base Proposal – Work consists primarily of:

Daily trailer inspections, trailer greasing, tarping, weighing, and hauling walking-floor style transfer trailer(s) of various materials between Beltrami County's Transfer Station in Bemidji, Polk County's Transfer Station in Crookston, Hubbard County Transfer Stations in Laporte and Park Rapids, Polk County's MSW Landfill near Gentilly and the Resource Recovery Facility in Fosston and unloading containers as required.

No proposal may be withdrawn by any bidder for a period of sixty (60) days after the bid submittal deadline. Award of the contract by the County of Beltrami will consider, but not necessarily be limited by factors of price, equipment, experience of the contractor, familiar with the system, analysis and comparison of specification details, and past experience of the County with similar and related projects. This is a multi-county effort and the right is reserved to reject any or all bids, and to waive any irregularities or defects therein, and to award the contract to a party other than the lowest bidder if the interests of the County(s) would be best served thereby. The County Board further reserves the right to withhold final acceptance and award for a period not to exceed sixty (60) days from the date of the bid submittal deadline thereof to allow time for inspection of any bid. All bids shall be held firm until the award has been made.

Bids must be accompanied by certified check or corporate surety bond in favor of the County Auditor-Treasurer of Beltrami County for not less than 5% of the total contract bid as a guarantee that the bidder will enter into a contract with Beltrami County to furnish the equipment and services described in the proposal. The bid security shall be subject to forfeiture as provided by law.

Bid proposal forms can be picked up, at the Beltrami County Solid Waste Office at 751 Industrial Park Dr SE, Bemidji, MN 56601, Phone: 218-333-8105, or Email: kari.smith@co.beltrami.mn.us. Bid Packet will also be posted on the Beltrami County Website under Solid Waste.

2. PROPOSAL GUARANTY

PROPOSAL OF _____,
(name)
_____,
(address)

The aforementioned party proposes to furnish and deliver all materials/services and/or equipment and to do and perform all necessary work, in accordance with this bid proposal, the contract and general provisions contained herein and as on file at the Beltrami County Solid Waste Office.

To the Board of County Commissioners of Beltrami County, Minnesota:

In accordance with the advertisement of the Beltrami County Solid Waste Director, inviting proposals for the BELTRAMI COUNTY TRAILER HAULING CONTRACT herein before named, and in conformity with the contract and general provisions pertaining thereto, on file at the Beltrami County Solid Waste office:

(I) (We) hereby certify that (I) (We) (am) (are) the only person(s); interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm, or corporation whatsoever; that an examination has been made of the sites of work and the contract form;

(I) (We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased are to be performed at the unit prices shown on the attached schedule, and that at the time of opening bids, totals only will be read, but that comparison or bids will be based on the correct summation of item totals obtained from the unit prices bid.

(I) (We) propose to furnish all necessary machinery, equipment, tools, and labor and to furnish all materials specified, in the manner and at the time prescribed, all in accordance with the terms of the proposal. (I) (We) further propose to perform all work in accordance with the Proposal in a good and professional manner. (I) (We) further propose to begin work and to prosecute and complete the same in accordance with the Starting and Completion Dates set forth in the Proposal.

(I) (We) further propose to do all Extra Work, which may be required to perform services as described in the proposal at unit prices or lump sums to be agreed upon in writing prior to starting such work.

(I) (We) agree that the certified check or bid bond, in the amount stated above and herewith enclosed, will be forfeited, not as a penalty, but in liquidation of damages sustained by the County for failure of the bidder to furnish and deliver all materials and/or equipment specified herein or comply with any other requirements agreed to herein.

(I) (We) further agree that the said certified check or bid bond, will be held by the County as security for delivery and acceptance of the proposal items.

(I) (We) agree to all the provisions of Minnesota Statutes, Section 181.59.

3. INSTRUCTIONS TO BIDDERS

- A. All bids must be written in ink or type-written in this proposal form.
- B. All bids must be enclosed in a sealed envelope and bear the inscription “Bid for Beltrami County Trailer Hauling Contract”.
- C. Bids must be accompanied by certified check or bid bond payable to the Auditor-Treasurer of Beltrami County in the sum of five percent (5%) of the Total Contract Base Bid amount listed on **Line 2** of the Bid Form Sheet.
- D. All bidders are required to complete the Proposal Form Sheet that specifies what labor, services and equipment the bidder proposes to utilize to perform the work requested. Bidder shall place an ‘X’ in the blank to the left of the appropriate Proposal (top box).
- E. All bidders are required to complete the Bid Form Sheet listing unit prices for **Line 1** , and the Total Contract Base Bid on **Line 2** .
- F. A complete set of manufacturer’s specifications and illustrations shall be submitted in duplicate with each bid describing the equipment to be used to perform the work described herein. Insufficient descriptive information may be cause for rejection of the bid.
- G. Bidder shall mean one who submits an acceptable proposal and bid directly to the County for the work described herein. Contractor shall mean the Bidder to whom a contract is awarded.
- H. To demonstrate that the Bidder possesses qualifications appropriate for the work, the County reserves the right to request written evidence, including but not limited to: previous work experience, present commitments, accident records, and insurance records to verify qualifications of the Bidder. Each bid must contain evidence of Bidder's qualifications to do business in the State of Minnesota or commitment to obtain such qualifications prior to award of the contract.
- I. Bidder shall indicate any and all Subcontractor(s) who will provide materials, equipment and/or labor to carry out the terms and conditions under which the Bidder formulates this proposal. The County reserves the right to reject any bid received should a Subcontractor(s) listed be unacceptable to the County.
- J. If the Bidder fails to execute and deliver the Contract Security and insurance certificates within thirty (30) days of notice of award, the County may annul the notice of award and the bid security may be forfeited.
- K. As a condition precedent to the award of contract, the bidder shall furnish proof of compliance with Minnesota Statutes Chapter 363, implementing the rules and regulations of the Minnesota Department of Human Rights.
- L. All blanks on the bid form sheet must be completed in legible ink or typed in. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to execute such Contract) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

- M. Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature. All names must be typed or printed in the space provided.
- N. Proposals and bids shall be submitted at the time and place indicated in the Official Notice and shall be enclosed in a sealed envelope marked with the project title and the name and address of the bidder, accompanied by the bid security and any other required documents. If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notification "BID ENCLOSED" on the face of the envelope.
- O. The County reserves the right to disregard all nonconforming, nonresponsive, partial, or conditional bids. The County reserves the right to reject the bid of any Bidder if the County believes such action would be in the best interest of the County. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any group of numbers and the correct sum thereof will be resolved in favor of the correct sum.
- P. Prior to submitting a proposal and bid, it is the responsibility of each Bidder to:
 - 1. Examine the Contract Documents thoroughly;
 - 2. Become familiar with Solid Waste Resource Recovery Incinerator in Fosston, Gentilly Landfill in Gentilly, and the Transfer Station in Crookston, Park Rapids, Laporte, Bemidji, and local conditions, including road restriction limits, hours of operation, weather, and traffic conditions;
 - 3. Have knowledge of Federal, State, County, and local statutes, regulations, and ordinances which govern the activities of the Contract and the work described herein;
 - 4. Notify the Solid Waste Director all conflicts, errors, or discrepancies which may appear in the Contract documents.

4. QUESTIONS/INVESTIGATIONS PRIOR TO AWARD

Before submitting a bid, each Bidder shall, at Bidder's expense, make or obtain any additional examinations, investigations, or studies pertaining to the work to be furnished in accordance with the time requirements and other terms and conditions of the Contract.

Submission of a bid shall constitute incontrovertible representation by the Bidder that Bidder has complied with every requirement of the request for proposal, and that the proposal and contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

All questions about meaning or intent of the request for proposal and contract are to be directed to Brian Olson, Solid Waste Director, 218-333-8278, or brian.olson@co.beltrami.mn.us. No oral or other interpretations or clarifications, other than written addenda to the proposal and/or the contract issued by the Solid Waste Manager will have binding legal effect.

Addenda may be issued by the Solid Waste Director. The Bidder must acknowledge receipt of such addenda in the spaces provided on the bid form sheet.

The County may conduct such investigations as the County deems necessary to assist in the evaluation of any proposal and bid and to establish the responsibility and qualifications of the Bidders.

I. DESCRIPTION OF THE FACILITIES

1. RESOURCE RECOVERY PLANT (INCINERATOR AND MATERIALS REMOVAL) – MPCA PERMIT NO. SW-640

The Incinerator located at 708 8th St NW in the Fosston Industrial Park in Fosston Mn 56542 which is located at the SE ¼ of the NW ¼ of the NW ¼ of Section 4, Rosebud Township, BELTRAMI Count, MN. Solid waste is processed in accordance with pertinent federal, state, and local statutes, regulations, and ordinances. The plant operates twenty-four (24) hours per day, seven (7) days per week. Phone: 218-435-6501

2. POLK COUNTY TRANSFER STATION – MPCA PERMIT NO. SW-327

The Transfer Station is located at 320 Ingersoll Ave in the Crookston Industrial Park in Crookston, MN 56716 which is located at the SW ¼ of the SE ¼ of the SW ¼ of Section 36, Lowell Township, Polk County, MN. The Transfer Station accepts various types of solid waste and recyclable materials that are aggregated for transportation to either the Landfill Complex or Resource Recovery Plant. The Transfer Station operates Mondays from 7:00 a.m. – 7:00 p.m. and Tuesdays – Fridays from 7:00 a.m. – 5:30 p.m. All outbound loads of materials shall be loaded and removed from the premises a minimum of 30 minutes before close of normal operating hours. Phone: 218-281-6445

3. POLK COUNTY LANDFILL – GENTILLY, MN – MPCA PERMIT NO. SW-124

The Landfill Complex is located at 15764 270th St SW which is approximately 1 mile north of U.S. Hwy #2 off Co. Rd. #46. The Landfill Complex entrance is approximately 10 miles east of the City of Crookston and located in the E ½ of the SW ¼ of Section 26, Gentilly Township Section 26, Polk County, MN. The Landfill Complex is composed of a mixed municipal solid waste (MSW) landfill, an ash monofil (Ash), a demolition debris landfill (Demo) and source separated organic compost facility (Compost) located on 360 acres in Section 26 of Gentilly Township. The Polk County Landfill is open Monday – Friday from 8:00 a.m. – 4:00 p.m. All inbound loads of materials shall be delivered to the appropriate location as instructed by the Landfill Operator on duty and said loads shall be unloaded a minimum of 30 minutes before close of normal operational hours. Phone: 218-289-2384

4. BELTRAMI COUNTY TRANSFER STATION – BEMIDJI, MN – MPCA PERMIT NO. SW-587

The Transfer Station is located at 751 Industrial Park Dr SE, Bemidji, MN 56601 which is located at Section 22, T146N, R33W, Bemidji Township, Beltrami County, MN. The Transfer Station accepts various types of solid waste and recyclable materials that are aggregated for transportation to either the Landfill Complex or Resource Recovery Plant. The Transfer Station operates Mondays through Friday from 8:00 a.m. – 5:00 p.m. and Saturdays 8:00 am to 2:00 pm. All outbound loads of materials shall be loaded and removed from the premises a minimum of 30 minutes before close of normal operating hours. Phone: 218-755-1440.

5. HUBBARD COUNTY SOUTH TRANSFER STATION (PARK RAPIDS) – MPCA PERMIT NO. SW-318

The Transfer Station is located at 812 Henrietta Ave in Park Rapids, MN 56470, which is located at the NE 1/4 of the SW 1/4 of Section 30, Henrietta Township, Hubbard County, MN. The Transfer Station accepts various types of solid waste, organics and recyclable materials that are aggregated for transportation to either the Landfill Complex or Resource Recovery Plant. The Transfer Station operates Mondays through Friday from 7:30 a.m. – 5:00 p.m. and Saturdays from 7:30 am to 3:00 pm. All outbound loads of materials shall be loaded and removed from the premises a minimum of 30 minutes before close of normal operating hours. Phone: 218-732-9568.

6. HUBBARD COUNTY NORTH TRANSFER STATION (LAPORTE) – MPCA PERMIT NO. SW-315

The Transfer Station is located at 41304 US HWY 71 in Laporte, MN 56461, which is located at the NW 1/4 of the SW 1/4 of Section 28, Guthrie Township, Hubbard County, MN. The Transfer Station accepts various types of solid waste, organics and recyclable materials that are aggregated for transportation to either the Landfill Complex or Resource Recovery Plant. The Transfer Station operates Mondays, Tuesdays, Fridays, and Saturdays from 7:00 am to 5:00 pm. All outbound loads of materials shall be loaded and removed from the premises a minimum of 30 minutes before close of normal operating hours. Phone: 218-224-2100.

II. RESPONSIBILITIES OF THE CONTRACTOR

As indicated in their proposal and bid, the Contractor agrees to do all work, to provide all personnel, and as a minimum requirement, suitable trucks and equipment, including 'walking floor'-type transfer trailers if a part of their proposal, for hauling Materials between the Transfer Stations, the Incinerator and the Landfill as described above, to provide back-up equipment in the event of breakdown, and to transport materials in accordance with applicable state, federal, and local statutes, regulations, and ordinances, and as described below:

Under average operating conditions, it is estimated that the Contractor will report for duty daily (five days per week (Monday-Friday)) and haul an average minimum of ten (10) Trailer loads of Materials per day to the Incinerator or Landfill, as determined by the County(s), or designated Representative. Occasionally, multiple trips of Materials will be required to be made in any given day, especially on work days preceding or immediately following holidays or scheduled downtimes. The number of loads to be hauled on any given workday will be up to the County(s) to determine and is dependent upon the volume of waste delivered to each facility and the operations at each facility. If needed Contractor maybe asked to haul Saturdays which would be at the County(s) discretion and approval.

Contractor shall be responsible to ensure that each load to be hauled has been properly tarped and the load's inbound/outbound weights are recorded at the appropriate facilities truck scale (if available) no earlier than 30 minutes after operational opening hours and no later than 30 minutes before operational closing hours. Trip requirements will vary from summer to winter and with the number of Materials being processed. The Contractor will monitor the daily operation. Trailers must be hauled to the facility directed by the County(s), or Representative and emptied at the appropriate location at that facility.

Contractor's Primary Responsibilities include: Having Contractors tractor and County Trailers ready for hauling, arrival at specified time, position Trailer for Material loading, tarp Trailer when full, hauling full Trailer from loading point to final destination, un-tarp Trailer, unload all Material from Trailer at said destination at the appropriate location thereof, gain access to solid waste facilities when attended, timely delivery, and proper scheduling to make sure an empty Trailer is available. It is the responsibility of the Contractor to have knowledge of the operating procedures at each facility, facility phone numbers to provide services in a timely manner and to coordinate services in conjunction with the County's activities.

Contractor shall provide driver and or dispatch phone numbers to all County Facilities that are found in Section I of this proposal.

All outbound loads leaving Beltrami, Hubbard, and Polk County facilities must be properly weighed out by the Contractor on the truck scale at the facility (if available), and accurate weight slips maintained accordingly. Contractor shall not leave facility until payload is approved by the County, up to the legal gross weight limit. The party who loaded the trailer shall be responsible for adjusting material loads to comply with road weight restrictions if requested by the contractor. The County will not be responsible for overload violations. The Contractor will be required to weigh all inbound/outbound loads delivered to Polk County disposal facilities. The Contractor will be issued cards at some facilities for use at some facilities and will bear the cost of replacement cards in the event of loss or damage to any card. The cost is \$25.00 for each card replaced. It will be the Contractor's responsibility to maintain these cards in a safe location and to use the card for each load being hauled.

The Contractor shall be responsible to maintain a daily logbook which shall include route forms provided or approved by the County which, at a minimum, shall include: Date, time and location of each outbound and inbound load, the type of material hauled, and miles traveled. These will be used to verify the invoice and ensure most efficient and economical routes were used to provide service.

The Contractor is responsible for all liability related to the work proposed under the proposal and contract.

1. DESCRIPTION OF EQUIPMENT

All equipment shall be in conformance with all Federal, State, County, and local statutes, regulations, and ordinances always when performing services as described in the Contract. The gross vehicle weight of the loaded truck may not exceed eighty thousand (80,000) lbs. except as allowed by applicable state and federal regulations.

The Contractor shall submit a written description of all equipment to be used for the performance of services described in this agreement, including serial and identification numbers, proof of ownership, Copy of DOT Inspections, year of manufacture, name and model, capacity, and dimensions prior to the start of operation. This information shall be provided in writing within 7 days of the notice of award.

All equipment upon which the Contractor's bid is predicated shall be in good repair and working order, and capable of doing all portions of the services required. Contractor shall identify back-up equipment to carry out the primary duties proposed. Back-up equipment shall be either their own or that for which they have arrangements in place in the event of equipment breakdown.

2. COORDINATION OF TRANSFER TRAILER

The County shall furnish a minimum of Ten (11) 'walking floor'-type transfer trailer 48' or more in length, for use by the Contractor to haul Materials from the Transfer Stations to the Landfill and Incinerator, and as needed from the Incinerator to the Landfill or Transfer Station. The Contractor will be required to Haul a minimum of five (5) loads for Beltrami County, four (4) loads for Hubbard County, and one (1) Load for Polk County, at a mutually agreeable time each day, to be loaded with Materials by County with County-owned equipment from January 1, 2026, to December 31, 2028. Due to variable volumes of Materials received at the Transfer Station, periodically the Contractor may be required to haul more loads of Materials to the Incinerator or Landfill, as needed. Due to variable volumes of Materials received at the Incinerator, the Contractor may be required to haul Materials from the Transfer Station to the Landfill or conversely haul Materials from the Incinerator to the Landfill. The Contractor shall coordinate with the County(s) on an on-going basis to determine hauling needs for each day of operations.

<u>LOCATION</u>	<u>NUMBER</u>
BEMIDJI TRANSFER STATION	<u>Base</u>
Walking-floor Transfer Trailer (Furnished by County)	(11)

3. OPERATING LOG

The Contractor agrees to maintain accurate records of the date and time container hauled, container number hauled, container origin/destination, container weights, miles hauled, and the container numbers hauled. The County shall require said submittal of information on forms provided by the County or Contractor and to make available other information which the County may request pertaining to characteristics of the loaded transport vehicles provided by the Contractor. A copy of those forms relating to the routes run during the billing period shall be submitted with the invoice for that billing period. Each trip the Trailer must be weighed unless otherwise directed by the Solid Waste Manager.

4. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the Contractor because of this contract is governed by the Minnesota Statutes Chapter 13, as amended by the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

5. INSPECTION

The Contractor shall inspect the Trailer prior to each shipment to reasonably ascertain that transport of the Trailer can be made safely and without damage to persons or equipment.

The Contractor agrees to give the County the right of free inspection of all equipment used or supplied by the Contractor to perform services under this agreement. Said inspection may occur at any time upon request by the County. Nothing in this section shall in any way limit or impair inspection rights of governmental units pursuant to applicable state or federal laws, ordinances, statutes, or regulations. Furthermore, the Contractor agrees to perform any repairs deemed necessary by the County at Contractor expense.

6. PAYMENT BY CONTRACTOR TO AGENTS OR ASSIGNS

The Contractor agrees to pay all persons assigned by Contractor to furnish services, labor, or material incident to the performance of this Contract, and to provide upon request by the County, satisfactory evidence that said person or persons have been paid in full. Upon default or delinquency of Contractor in making such payment, said person or persons may, at the option of the County and upon demonstrating, after serving written notice upon Contractor that said payment has been wrongfully withheld by Contractor, be first paid out of amounts due to Contractor, its agents, or assigns, before any part thereof is paid to Contractor, and deducted from any remaining balance due Contractor.

7. NOTIFICATION

The Contractor shall advise the County of any modification or replacement of equipment within twenty-four hours of making such change and notify the County immediately upon discovery of any occurrence which would reasonably be expected to result in a significant change in Contractor's performance of services under this agreement, including but not limited to changes affecting Contractor's insurance, malfunction of Contractor's equipment, inability of Contractor to provide personnel, loss or destruction of documents required of Contractor under provisions of this agreement, or amendments or revisions to existing federal, state, county, and local statutes, regulations, or ordinances which pertain to the Contractor's operation.

8. CONDUCT AT COUNTY FACILITIES

The Contractor accepts responsibility for conduct of Contractor's personnel, agents and assigns at all County Solid Waste Management facilities. Any conduct by said persons which is in violation of this agreement or in violation of directives issued by the County may be cause for termination of this agreement. Any personnel, agents or assignees of the Contractor found to be unsatisfactory to the County for reasons related to performance, conduct, other actions, or reasons which are contrary to the goals of the County shall be reported to the Contractor. If the Contractor is unable to resolve the matter to the satisfaction of the County it shall be cause for the Contractor to replace said personnel, agents, or assignees.

9. MAINTENANCE AND SPARE EQUIPMENT

The Contractor shall maintain and pay the costs of repair for those vehicles and equipment which the Contractor owns and operates to provide services under this agreement. It shall be the Contractor's responsibility to provide back-up equipment as needed in the event of vehicle or equipment malfunction of any other causes which might result in the loss or use of equipment required under this agreement.

The Contractor will inspect Transfer Trailers each time they are used, check for new damage when emptied (Free of Debris), and perform preventive maintenance when required: (Grease, Air Tires, and Wash Trailers). If preventative maintenance is not performed on a routine basis the contractor shall be charged \$750 every time a trailer shows that it has not been taken care, which can cause excessive wear, and safe operation of the trailer. It is up to the contractor to come up with a process to ensure drivers are performing the required preventative maintenance tasks on the County owned trailers.

If discrepancies/corrective actions are found or Contractor needs emergency service due to a trailer Malfunction, the Contractor will use one of the Service Centers Listed below or call one of the County Facilities listed in Section I of this agreement:

Beltrami County Solid Waste, located at 751 Industrial Park Dr SE, Bemidji, MN 56601, Phone: 218-751-0817

Todd's Tire Service Inc, located at 27139 170th Ave SW, Crookston, MN 56716, Phone: 218-281-1802

Steve's Tire Service, located at 19139 Easy Drive, Park Rapids, MN 56470, Phone: 218-252-0715

10. OTHER REQUIREMENTS

The Contractor herein acknowledges that the County has the right under this agreement to request that Contractor remain on premises to await preparation of Trailer for shipment. The Contractor further acknowledges that the County has the right to require Material loads to be delivered to any of sites specified (referenced in Section I. Description of Facilities - Subpart 3.) as necessary. Under no circumstances shall Contractor be compensated for preparation, delay, breakdown, or any occurrence which might cause Contractor to remain at either of the County's Solid Waste Management facilities beyond the time necessary for Contractor to load/empty contents of trailers therein and depart therefrom.

The Contractor agrees to the County's undisputed right of retention of services and shall arrive and remain at County owned facility when so requested by County.

Cooperatively work toward expansion of the contract of the contract if needed on mutually agreeable terms for things adding hauling requirements like Biochar, Compost, and Construction Debris.

III. RESPONSIBILITIES OF COUNTY(S)

The County bears no responsibility towards the Contractor to ensure that the aforementioned Solid Waste Management facilities will be in operation at any specified time in the future. The County shall have the right, without liability to the Contractor, to reduce or discontinue service at one or more of the above facilities for purposes of inspection, maintenance, repairs, replacement, construction, installation, removal, or alteration of equipment.

During such inspection, maintenance, repairs, replacements, construction, installation, removal or alteration or equipment, the Contractor herein acknowledges that the County may adjust the number of loads to be hauled by Contractor and origins and destinations thereof. The Contractor shall be compensated for their work to haul Materials to the alternate site. The County shall inform the Contractor of the estimated length of any interruption and will give as much advance notice as possible for planned shutdowns.

Depending upon how the proposal is specified, the County shall maintain, service and repair its equipment as needed due to wear from normal use for its intended purpose. Repairs for damage to County owned equipment arising out of Contractor's accident, abuse or negligence shall be the responsibility of the Contractor. Furthermore, unless otherwise specified in a proposal, the County shall provide the labor necessary to load Materials into the Trailer, and work with the Contractor to adjust Material loads as needed to the satisfaction of the Contractor.

The County further agrees to:

1. Compensate Contractor for services performed under this agreement according to the unit price set forth in the Proposal and Bid Form Sheet, a copy of which is attached here to and incorporated by reference;
2. Provide Contractor with right of access to County Solid Waste Management Facilities, during normal operational hours, at no charge to the Contractor, including use of County scales for County Business;
3. Maintain the County's Solid Waste Facilities and equipment in good operating condition, and repair said facilities and equipment as is necessary to ensure Contractor's safe and efficient performance of services under this agreement;
4. Promptly notify the Contractor of any occurrence which would reasonably be expected to result in a significant change in Contractor's performance of services under this agreement including, but not limited to, factors affecting site conditions, malfunction of County equipment, or amendments or revisions to existing statutes, regulations, or ordinances which pertain to the County's operation of Solid Waste Management facilities.
5. County shall maintain and pay the costs of repair of County Owned equipment which the Contractor operates, unless maintenance or repair cost is due to negligence.

IV. GENERAL PROVISIONS

1. TERM OF CONTRACT

This Contract shall commence January 1, 2026, and expire December 31, 2028.

Option to Extend the Term of the Contract

The County may extend the term of this contract by written notice to the Contractor within 60 days before the contract expires: provided that the County gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the County to an extension. The total duration of this contract, including the exercise of any option under this clause, shall not exceed 24 months.

2. BILLING

The Contractor shall provide to the County a monthly invoice to be submitted along with operator's log reports, and fuel receipts within 30 days of the end of the billing period. The County shall remit payment to the Contractor within 30 days of receipt and approval of the invoice.

3. RELEASE AND INDEMNITY

The Contractor agrees to assume all risk of loss and to indemnify and hold the County, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons, loss of life, and for loss or, damage to, or destruction of property arising out of or in connection with the services performed by the Contractor under this agreement of in connection with the operations of the Contractor.

4. INDEPENDENT CONTRACTOR CLAUSE

It is always understood and agreed that the Contractor during the performance of the services provided hereunder is an independent contractor and is not an employee of the County for any purpose. This agreement shall not be construed to find the Contractor or any employee or agent of the Contractor to be an employee of the County and neither the Contractor nor the Contractor's employees, agents and assistants shall be entitled to any of the rights, privileges, or benefits of employees of the County including, but not limited to, worker's compensation, health/death benefits, and indemnification for third party person injury and property claims.

5. INSURANCE

The Contractor shall carry and maintain in full force and effect and provide the County with a photocopy of such insurance as will protect the County against risk of loss or damage and against all claims which may arise or result from the Contractor's performance of services under this Agreement. The Contractor shall, to the extent commercially available, cause to be procured and continuously maintained for the duration of this Agreement insurance as follows:

1. Workers' compensation insurance within the statutory limits of the workers' compensation laws of the State of Minnesota;
2. Comprehensive general/automotive liability insurance covering operations of the Contractor, including hazards of operations (including explosion, collapse and underground coverage), independent contractors, employees as additional insured and personal injury and property

- insurance coverage for claims arising out of the operation of the Contractor, and for personal and bodily injury (including death) and property damage (broad form, including completed operations, including use of County owned equipment) in policy limits of not less than \$1,000,000 combined single limit occurrence and \$2,000,000 aggregate;
3. Excess or umbrella liability insurance to provide limits of insurance more than the employer's liability, comprehensive general liability, and automobile liability policies for not less than \$1,000,000 combined single limit for personal injury and property damage, including county owned equipment;
 4. All insurance required in this Agreement shall be taken out and maintained with responsible insurance companies qualified and licensed under the laws of Minnesota. The County will be named by the Contractor as an additional insured to the full extent of the insurance coverage required under this Agreement.

5. COMPLIANCE WITH LAWS

The Contractor shall employ and direct such personnel as it requires to perform said services; shall secure any and all insurance, permits, licenses and training as may be required in order to perform the services herein contemplated; shall exercise full and complete authority over its personnel (including appropriate training for provision of services herein); shall comply with all workers' compensation, employers' liability and other Federal, State, County and municipal laws, ordinances, rules and regulations required of an employer performing services as described under this Agreement; and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any Federal, State, County or municipal law, ordinance, rule or regulation.

6. PERFORMANCE BOND

The Contractor shall provide a performance bond with a corporate surety licensed to do business in the State of Minnesota in the sum of the Contractors full bid amount, as bid on the Bid Form Sheet (pg. 27), conditioned upon the complete and satisfactory performance of work as described in this proposal and any addenda thereto. A contract for the work described herein shall not become effective until such a bond has been delivered to the County and approved as to form and execution by the County Attorney. The agreement shall be subject to termination by the County at any time if the performance bond shall be canceled or the surety thereon relieved from liability for any reason. In the event of a cancellation by the surety, the notice of such cancellation shall be served by the surety upon the County in the manner of service of a summons and complaint as provided by the Minnesota Rules of Civil Procedure.

If a bond, as described above, should be submitted by the Contractor for a term of less than the full term of the Agreement, said bond shall not be less than two (2) years. Prior to, but not less than 3 months before the last year of the bond in force, the Contractor shall submit a new bond in the full bid amount as specified above, which covers the balance of the term of the Agreement.

This Agreement shall be terminated because of such cancellation unless, within 30 days after service of a notice of cancellation, the Contractor files with the County a similar bond approved by the County Attorney to be effective for the balance of the contract period.

The Bond shall be delivered to the County Auditor/Treasurer within 21 days of notice of award and shall remain in effect until the expiration of this agreement.

In the event of default due to actions of the Contractor and not because of an Uncontrollable Circumstance as described in Section IV.7, the County may obtain services necessary to perform the work described herein from

individuals or firms other than the Contractor and may use the proceeds of the performance bond to pay for the cost of those services.

7. UNCONTROLLABLE CIRCUMSTANCE

An uncontrollable circumstance shall be considered the occurrence or non-occurrence of acts or events beyond the reasonable control of the party claiming the event as an Uncontrollable Circumstance, that materially adversely affects the performance of the party claiming the event as an Uncontrollable Circumstance, including but not limited to the following:

1. Acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonable anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failure, and fires or explosions not directly related to the processing of municipal solid waste;
2. The adoption of or change in any Federal, State, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of the Agreement. A change in Federal, State, local or any other tax law or any interpretations thereof shall not be considered an Uncontrollable Circumstance;
3. A suspension, termination, interruption, denial, or failure or renewal of any permit, license, consent, authorization, or approval essential to the operation, construction, maintenance, or reconstruction of one of the County Solid Waste Management facilities.
4. An Order and/or judgement of any Federal, State, or local court, administrative agency, or governmental body, provided, however, that the contesting in good faith by such party of any such order and/or judgement shall not constitute or be construed to constitute a willful or negligent action or inaction of such party;
5. In the event of an Uncontrollable Circumstances, the inability or delay in the performance of any of the provisions of this Agreement by the Contractor shall be excused; provided, however, that the Uncontrollable Circumstance is not caused by the Contractor.

8. DISCHARGE OR SPILL OF MSW, LEACHATE OR OTHER MATERIALS

If Contractor should spill or discharge any Waste, leachate or other materials while transporting such Materials, such an accident shall be promptly reported to the County and any other public entity required to receive notice of such an occurrence. The Contractor shall solely be responsible for any damages and cleanup that may result from such an occurrence, and shall hold harmless and indemnify the County thereon, unless caused by malfunction of County's equipment.

Furthermore, the Contractor is responsible for retrieval, cleanup, and proper disposal of any of the Materials released from trailer during transport of Materials by Contractor.

9. DEFAULT AND WAIVER

The Contractor assumes the risk of all conditions, foreseen, and unforeseen, and agrees to complete all work required under this agreement. Waiver of any breach or default shall not be deemed to be a waiver of any

subsequent break or default. Waiver of breach of any provision of this agreement shall not be construed to be a modification of the terms of the agreement unless stated to be such in writing, signed by an authorized representative of the Contractor, and upon resolution by the BELTRAMI County Board of Commissioners.

The waiver of any rights and/or obligations under the terms of this Agreement shall not constitute a waiver of any rights and/or obligations in respect to any subsequent breach or default of the terms of this Agreement.

Unless the Contractor's default is excused under the provisions of this Agreement, the Contractor shall have 5 days after receipt of notice from the County to cure the following conditions of default:

1. The Contractor fails to provide services required under this agreement within the specified time;
2. The Contractor is in such financial condition to limit its ability to perform services under this Agreement in a timely and effective manner;
3. The Contractor fails to comply with any of the provisions of this Agreement.

If the Contractor fails to cure the specified condition within the prescribed period of time, then the County may, upon written notice, terminate all or any part of this Agreement.

10. TERMINATION

This Agreement is effective upon the date of execution and may be terminated by either party upon 90 days written notice. Termination shall become effective 90 days after receipt of said notice. Notice of termination shall state the reason or reasons for termination of the Agreement by the party requesting such termination. A request for termination not based upon mutually agreeable terms and conditions shall require that both parties meet in good faith and attempt to eliminate or ameliorate problems to allow the Agreement to remain in effect.

11. NOTICE AND AUTHORIZED REPRESENTATIVES

1. Notices

All notices or communication required or permitted pursuant to this Agreement shall be either hand delivered or mailed to the County and the Contractor, certified mail, return receipt requested, at the following address:

County: Thomas Barry
Beltrami County Administrator
Beltrami County Administration Building
701 Minnesota Ave NW
Bemidji, MN 56601

Contractor: _____

12. SURVIVAL

The representations, warranties, covenants, and indemnities of the Contractor under this Agreement shall survive the execution and termination of the Agreement.

13. NON-ASSIGNABILITY CLAUSE

1. The Contractor shall not assign any interest in this Agreement nor transfer any interest in the same, whether by subcontract, assignment of novation, without the prior written consent of the County;
2. The County reserves the right to assign any interest in the Agreement to a duly established County waste management district or other duly established government entity.

14. NONDISCRIMINATION

During the performance of this Agreement, the Contractor agrees to the following, no person shall, on the ground of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

15. ALTERATION CLAUSE

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after having been reduced to writing, approved by the County Board of Commissioners and County Attorney, and duly signed by the authorized representatives of the Contractor and the County.

16. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary of law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

18. INTERPRETATION ACCORDING TO MINNESOTA LAW

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

19. ENTIRE AGREEMENT CLAUSE

This Agreement, amendments, and exhibits hereto shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

V. COMPENSATION

The County shall provide compensation to the Contractor according to the unit price listed on the bid form sheet and accepted at the time of award.

It is understood that the term “empty” as used in this section refers to a condition of the trailers in which no Materials, or negligible quantities thereof, are found in the trailers, and unless identified specifically as empty, trailers shall be assumed to contain no more than twenty (20) tons, or the legal load limit, whichever is greater.

I. BASIC SERVICES

(NOTE: The items listed below by number correspond to the items included in the bid form sheet. Please examine both the item and description of work to ensure that your bid represents the proper amount for the work requested.)

BASE BID – CONTRACTORS’ PRIMARY RESPONSIBILITIES

1. Require County to provide and load Trailer for transporting Materials. Hauling of Materials from Transfer Station to either the Landfill or Incinerator, and unload Trailer at the facility chosen by the County, in accordance with the Contractor’s Primary Responsibilities. When requested by the County, hauling of Materials from the Incinerator to the Landfill or Transfer Station and unload Trailer as required.

II. ESCALATION OF RATES

There will be no escalation of rates during the entire term of this contract.

III. BILLING & FUEL SURCHARGE

Hauling Billing Unit: the County and the Contractor hereby agree that the billing unit for reimbursement of hauling services shall be on a per-mile basis. The miles to be billed for these hauling services provided under this Agreement shall be as set forth in Subdivision A (below) regardless of the actual route the hauler should elect to take in the execution of the services provided.

A. The County and Contractor agree that for the purposes of billing and calculating the fuel surcharge, the average miles per each hauling event are as follows:

<u>ROUTES</u>	<u>DISTANCES</u>
Beltrami County Transfer Station to MRF (Fosston)	49 Miles
Beltrami County Transfer Station to Gentilly Landfill	86 Miles
Polk County Transfer Station to MRF	46 Miles
Polk County Transfer Station to Landfill	12 Miles
Polk County Incinerator to Landfill	35 Miles
Hubbard County Transfer Station (Park Rapids) to MRF	73 Miles
Hubbard County Transfer Station (Park Rapids) to Landfill	107 Miles
Hubbard County Transfer Station (Laporte) to MRF	59 Miles
Hubbard County Transfer Station (Laporte) to Landfill	93 Miles

Diesel Fuel Rates: The County and the Contractor hereby agree that a diesel fuel surcharge (FS) shall be calculated for the term of the Agreement, which fuel surcharge shall be calculated as hereinafter provided.

B. For the purpose of calculating the fuel surcharge (FS) the County and the Contractor agree as follows:

- a. The Contractor's trucks used for hauling under the terms of the Agreement average five (5) miles per gallon of diesel fuel.
- b. The base fuel price (BFP) for diesel fuel is set at **\$3.80 per gallon**.
- c. The actual fuel price (AFP) determined by taking an average of the Cost Per Gallon from the fuel receipts submitted for the billing period and listed on the Invoice.
- d. The fuel surcharge adjustment factor (FF) is calculated by dividing the difference in the base fuel price (BFP) and the actual fuel price (AFP) by five miles per gallon (5 MPG).
(i.e. $FF = (AFP - BFP) / 5 \text{ MPG}$)

C. The fuel surcharge (FS) for each month will be calculated by multiplying the fuel surcharge adjustment factor (FF) times the total number of miles per month (TMM) travelled during the execution of this Agreement as appears on the monthly invoice.

D. The County and the Contractor agree that the fuel surcharge will be calculated at the end of each month and an adjustment will be made to the monthly billing statement provided by the Contractor to the County for payment. The County and the Contractor agree that if the calculation of the fuel surcharge results in a negative number, then the monthly billing statement will be debited for the amount of the fuel surcharge. Conversely, the County and the Contractor agree that if the calculation of the fuel surcharge results in a positive number, then the monthly billing statement will be credited for the amount of the fuel surcharge.

E. The County and Contractor agree that for the purposes of calculating the fuel surcharge each month, the TMM shall be derived from those specified in Section III A.

VI. ACCEPTANCE OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorization representatives as of the day and year indicated.

Dated: _____ COUNTY OF BELTRAMI

By _____
Chairman, Beltrami County
Board of Commissioners

And _____
Beltrami County Administrator

Approved as to form and execution:

Beltrami County Attorney

CONTRACTOR: _____

Dated: _____

By _____

And _____

Approved as to form and execution:

VII. RECEIPT OF ADDENDA & EXECUTION OF PROPOSAL

RECEIPT OF ADDENDA

The undersigned hereby acknowledges receipt of:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Signed _____

Enclosed herewith find (certified check) in the amount of five percent (5%) of the total contract bid made payable to the County Treasurer of said County as a proposal guarantee which it is agreed by the undersigned will be forfeited in the event the Form of Contract is not executed, if awarded to the undersigned.

EXECUTION OF PROPOSAL

This proposal dated the _____ day of _____, 2022.

Signed: _____ P.O. Address _____ as an individual.

Signed: _____ P.O. Address _____ as an individual.

Doing business under the name and style of _____.

Signed: _____, for _____ a partnership

NAME

BUSINESS ADDRESS

Signed: _____, for _____ a corporation,

incorporated under the laws of the State of _____

Name of President _____ Business Address _____

Name of Vice-President _____ Business Address _____

Name of Secretary _____ Business Address _____

Name of Treasurer _____ Business Address _____

VIII. INSTRUCTIONS FOR PROPOSAL FORM & BID FORM SHEET

The intent of this bid format is to gain savings on behalf of the County when there is work awaiting the Contractor when they arrive at a given destination on a paid haul. Depending upon how the Bidder specifies their proposal, at a minimum the Contractor should anticipate the driver will need to wait on-site at either Crookston, or Fosston for materials to be reloaded into the Trailer for a backhaul once the materials that were in the Trailer have been completely unloaded.

Hauling of Fluff materials from the Incinerator to the Landfill will likely be sporadic, initially occurring in relation to Incinerator plant maintenance outages, holidays or during seasonal peaks. Long-term, efforts are underway which would allow for additional waste processing at the Incinerator which may increase the frequency and regularity by which Fluff materials would be hauled from the Incinerator plant to the Landfill.

IX. PROPOSAL & BID FORM SHEET

Proposal & Bid Form Sheet

The Bemidji Transfer Station is assumed to be the starting point for the beginning of any route. There are four (4) locations as part of this bid proposal which serve as points of origin/destination. Those locations are the Beltrami County Transfer Station, Hubbard County Transfer Stations referred to as the North (Laporte) and South (Park Rapids) Transfer Stations, and Polk County facilities referred to as the Polk Transfer Station, Landfill and Incinerator. The exact location and facility information is listed in Section I. DESCRIPTION OF THE FACILITIES.

The primary materials to be hauled includes the burnable fraction of the MSW received at the Transfer Station(s). Those materials would be hauled to either the Incinerator or Landfill.

Secondary hauls/backhauls are at the County's discretion. Based on incoming volume at the Incinerator, and Polk County Transfer Station (MSW) or processed burnable MSW (referred to as FLUFF) may be hauled to the Landfill or Incinerator.

The hauling routes will vary between the Transfer Station(s) to the Incinerator, the Transfer Station(s) to the Landfill, or the Incinerator to the Landfill. The exact routes will vary day-to-day based upon incoming material loads and capacities at the facilities. It is the contractor's responsibility to determine the Daily Routes needed by the County(s).

PROPOSAL FORM (below):

☐ = Base Bid: Haul County-Owned Trailers, filled by county staff with county-owned equipment

BID FORM (below):

Line 1: Bidders Billing Rate Per Mile=

2026: \$ _____ /mile

2027: \$ _____ /mile

2028: \$ _____ /mile

Year	Estimated Tons"	Weight Per Load	Load Per Year (A)	Minimum Miles (B)	Billing Rate (C)		Contract Value Column 2
2026	(Per Year)	(Tons/Load)	(20 Ton/Load)	(Miles/Load)	(From Line 1)		(AxBxC)
Beltrami	26000	20	1300	98	\$ /mile		\$
Hubbard	16000	20	800	214	\$ /mile		\$
POLK	6200	20	310	90	\$ /mile		\$

2027	(Per Year)	(Tons/Load)	(20 Ton/Load)	(Miles/Load)	(From Line 1)		(AxBxC)
Beltrami	26500	20	1325	98	\$ /mile		\$
Hubbard	16500	20	825	214	\$ /mile		\$
POLK	6200	20	310	90	\$ /mile		\$
2028	(Per Year)	(Tons/Load)	(20 Ton/Load)	(Miles/Load)	(From Line 1)		(AxBxC)
Beltrami	27000	20	1350	98	\$ /mile		\$
Hubbard	17000	20	850	214	\$ /mile		\$
POLK	6200	20	310	90	\$ /mile		\$
Column 2 Total Estimated Value of Contract (Total Value for 2026-2028)							\$

X. EXAMPLE OF BILLING

The Following are examples of hauling routes which may be performed under the term of this Agreement, and how the billing and payment is expected to work based upon the Agreement. The exact route(s) to be hauled will be determined by the County, and will be influenced by operating conditions at the Transfer Station (s) and Incinerator, including operations, other county waste deliveries, holidays, downtimes, weather conditions, etc.

Billing:

Example #1

**Start Haul (full burnable MSW) from Bemidji Transfer Station to Incinerator (unload),
Leave Incinerator (Load Fluff) to Landfill (Unload Fluff),
Leave Landfill (empty) to Polk Transfer Station (Load Burnable MSW),
Leave Polk County Transfer Station (Full) to Incinerator (Unload),
Leave Incinerator (Empty) to Bemidji Transfer Station. Done.**

Billing:	Transfer Station to Incinerator	= 49 miles
	Incinerator to Landfill	= 35 miles
	Landfill to Transfer Station	= 12 miles
	Transfer Station to Incinerator	= 45 miles
	<u>Incinerator to Transfer Station</u>	<u>= 49 mile</u>
	BILL = 190 miles X Bid per Mile	