

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 06/17/2013
Item No.: 13.b

Department Approval

City Manager Approval

Item Description: Authorize Issuing Request for Proposals for Recycling Services

1 **BACKGROUND**

2 Roseville has contracted for curbside recycling service since 1992. The current contract expires
3 at the end of 2013. At the January 7 meeting, the Council directed staff to draft a Request For
4 Proposals (RFP) for recycling services and have it reviewed by the Public Works, Environment
5 and Transportation Commission:

6 *Mayor Roe suggested, before the RFP, that the PWETC review the process and then the City*
7 *Council review and formally authorize the RFP or submission for quotes.*
8 (excerpt of January 7, 2013 City Council minutes)

9 The PWET Commission spent approximately four hours over the course of its February, March
10 and May meetings reviewing, revising, and determining ranking percentages for a set of
11 Community Values to be incorporated into the RFP and then reviewing the draft RFP. The
12 Community Values are (see also Attachment B):

13 **Collection**

- 14 Clean, quiet
- 15 Impact on street (size and weight of trucks)
- 16 Ease of participation
- 17 Flexibility of Co-mingling for resident
- 18 More materials picked up – plastics
- 19 Organics
- 20 Materials are efficiently recycled (local markets, highest and best use for material)
- 21 Rewards for adding value (innovation)
- 22 Multi-family service

23 **Outreach**

- 24 Voluntary expansion to businesses
- 25 Effective education of residents - with measurement
- 26 Community involvement
- 27 Annual report on what happens to material
- 28 Outreach to low participating communities
- 29 Outreach using electronic communications

30 **Environmental Benefits**

- 31 Assistance with Zero Waste events
- 32 Reduced carbon footprint
- 33 Environmentally Preferred Purchasing (EPP)

34 Local vendor-terminal location

35 Also at its January 7 meeting the Council further directed staff to (after being reviewed by the
36 PWET Commission) bring the RFP to the Council for review and approval. The RFP, which
37 includes the revisions suggested by the PWET Commission and the City Attorney, is included as
38 Attachment A to this Request for Council Action.

39 The PWET Commission also identified two issues for the Council to discuss: length of the
40 contract, and ownership of single-stream carts.

41 **Length of Contract**

42 Based on bids submitted as part of the RFP process in 2005 and in 2010, the City may get lower
43 priced proposals for contracts that run five years as opposed to contracts that run three years. For
44 instance, in 2005 the City proposed a five year contract and two of the proposers offered pricing
45 that was lower than what was the current rate at that time.

46 However, in 2010 the Council directed that the recycling contract be only a three year contract.
47 All four proposers offered higher rates than what was the current rate. One proposer offered a
48 five year contract. The pricing for that contract was lower than any of the three year proposals.

49 The PWET Commission recommends the RFP include a three-year and a five-year option. The
50 Council will need to decide whether or not it will consider a five-year option.

51 **Cart Ownership**

52 In the past year, both the City of Maplewood and the City of Shakopee have bought their own
53 garbage carts. Collection is handled by a private company. Both cities cited cost savings and
54 flexibility as the main reasons for doing so. Here's an excerpt from a City of Shakopee news
55 release May 22, 2013:

56 *By owning the carts, the City will be able to amortize the \$1.5 million cost of the carts over*
57 *10 years and provide the City greater flexibility in future garbage and recycling contract*
58 *renewals. This will provide a cost-savings to residents over the course of a contract, said*
59 *City Administrator Mark McNeill.*

60 Similarly the City of St. Cloud is purchasing carts as part of its switch to single-stream recycling.
61 Typical cart life expectancy is a minimum of 10 years. There would be City staff time spent
62 maintaining carts under this ownership option.

63 Other cities rely on the Contractor to supply the carts. The carts are typically amortized over the
64 life of the contract and the cost is included in the price of the bid. The carts typically belong to
65 the Contractor even though residents have paid the cost of having them manufactured and
66 delivered. Cities such as Blaine and Shoreview have changed Contractors within the past few
67 years and had to spend staff time to work with the Contractors coordinating cart swap out.

68 The Council will need to decide whether or not it wishes to have the City purchase carts.
69 Currently the City provides service to 9,611 Residential Dwelling Units, defined as single-family
70 households, duplexes, triplexes, four-plexes and townhomes, and to 97 multi-family buildings. It
71 will take approximately 11,000 carts to provide service to the City. Carts cost approximately
72 \$46-56 each including assembly and distribution. According to Finance Director Chris Miller,
73 the City could purchase the carts using reserves from the Recycling account and an internal loan.
74 This would necessitate a slight rate increase to cover the cost of repaying the loan.

75 Staff proposes a hybrid approach with the contractor purchasing the carts and maintaining them
76 through the life of the contract. At the end of the contract, ownership of the carts would transfer

77 to the city and ultimately to the next contract holder for maintenance. This approach will
78 eliminate the need to find storage for replacement carts and for city staff time to maintain and
79 repair recycling carts. Ownership of carts could be an alternate bid item.

80 **Time Frame**

81 Staff has developed a draft time frame for the RFP process:

82

Event	Date/Time
RFP Issued	June 19, 2013
Mandatory Pre-proposal Meeting	July 2, 2013
Questions Regarding RFP to be Submitted	July 12 at 4:00 p.m.
References Submitted	July 12 at 4:00 p.m.
Notification of Intent Submitted	July 12 at 4:00 p.m.
Proposals Due	July 26 at 4:00 p.m.
Interviews of Finalists	Week of August 12
Council Meeting to Authorize Contract Negotiations	August 26, 2013

83

84 The process will need to commence soon. Purchasing and deploying carts will take a significant
85 amount of time. Cart manufacturers have told the City, whether the City or the Contractor orders
86 the carts, to expect it to take 8-10 weeks from the time of order until the carts are delivered.
87 Assembly and delivery can take another 4-6 weeks. All the carts will need to be delivered to
88 residents before the next contract goes into effect on January 1, 2014. To meet this schedule the
89 RFP will need to be issued no later than early July.

90 **POLICY OBJECTIVE**

91 Meet the Imagine Roseville 2025 goal that Roseville is an environmentally healthy community
92 by providing recycling service for residents.

93 To competitively bid for contracted services.

94 **BUDGET IMPLICATIONS**

95 Recycling is an enterprise fund. Income to the fund comes from three source: resident fees,
96 revenue share from the sale of material, and an annual SCORE grant of approximately \$65,000.
97 Any change in costs associated with the program may require a revision to resident fees. The fee
98 rates are set by the Council typically in November.

99 **STAFF RECOMMENDATION**

100 Staff would like to discuss the draft RFP with the Council and get feedback and direction to
101 finalize the RFP. Once the Council has agreed on options and alternates staff asks for
102 authorization to issue the Request For Proposals for recycling services.

103 Staff recommends the RFP include a provision to require three and five-year contract alternates.
104 Staff also recommends the contract holder purchase and maintain the carts and convey them to
105 the city at the end of the contract for use in the next contract period.

106 **REQUESTED COUNCIL ACTION**

107 Review the draft Request for Proposal and provide direction to staff on desired alternatives

108 identified by staff and the PWET Commission.

109

110 Direct staff to bring this item back with changes or authorize issuance of a Request For Proposals
111 for recycling services with the indicated changes.

Prepared by: Tim Pratt, Recycling Coordinator

Duane Schwartz, Public Works Director

Attachments: A: Draft RFP
B: Community Values chart



**Specifications and Request For Proposal
for
Comprehensive Recycling Service**

Date, 2013

Proposal accepted until 4:00 p.m. CDT
Day, Date, 2013

Roseville City Hall
2660 Civic Center Drive
Roseville, MN 55113

**Request For Proposals
City Recycling Services**

City of Roseville, Minnesota

The City of Roseville is requesting proposals for comprehensive recycling services to all residential, single-family households and multi-unit households within the

**City of Roseville
For
January 1, 2014 to December 31, 2016
Or Alternate Proposal
January 1, 2014 to December 31, 2018**

The proposals shall be made in accordance with the Specifications and must be submitted to the City by:

**4:00 p.m. CDT
Day, Date, 2013**

The proposals shall be made on forms identical in content to those contained in the Specifications. All completed forms shall be submitted to:

**Kari Collins, Administrative Assistant
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113**

Questions and request for packets should be directed to:

Kari Collins, Administrative Assistant
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
(651) 792-7023

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CITY OF ROSEVILLE

SPECIFICATIONS FOR COMPREHENSIVE RECYCLING SERVICES TO ALL RESIDENTIAL SINGLE-FAMILY HOUSEHOLDS AND MULTI-FAMILY HOUSEHOLDS

1. INTRODUCTION

The City of Roseville, Minnesota seeks to enter into a new recycling contract with a company that has the resources and ability to provide comprehensive residential recycling services for the entire City. Those services include collection, processing, marketing and public education.

Among the goals of the City are to maximize the fullest recovery possible of recyclables from all residents in the City, to market materials so they achieve their highest and best use, to achieve the most cost-effective solution, and to encourage innovation.

Roseville residents have identified a city-wide goal to be an environmentally healthy community. And residents have identified various community values that environmental programs such as recycling should incorporate.

Those community values are:

- Collection – which includes Clean and quiet; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, More materials picked up – particularly plastics, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, multi-family dwelling recycling
- Outreach – which includes Voluntary expansion to businesses, effective Frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications
- Environmental Benefits – which includes Experience with Zero Waste events, reduced carbon footprint, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied.

These specifications define the service standards, specifications and proposal requirements of the Comprehensive Recycling Program for the City of Roseville.

For the purpose of these specifications, the City of Roseville has identified 9,611 Residential Dwelling Units, defined as single-family households, duplexes, triplexes, four-plexes and townhomes. These units will be serviced as Residential Dwelling Units (RDU), as specified herein. The City has identified 6,076 Multi-family Dwelling Units (MDU) as detailed in Exhibit B, defined as units in 5 or more unit buildings or mobile home parks. These units will be serviced as multi-units, as specified herein.

2. CONTRACTOR SELECTION PROCESS AND SCHEDULE

To the best of its ability, the City will use the following process and schedule for its decision-making:

Event	Date/Time
RFP Issued	June 19, 2013
Mandatory Pre-proposal Meeting	July 2, 2013
Questions Regarding RFP to be Submitted	July 12 at 4:00 p.m.
References Submitted	July 12 at 4:00 p.m.
Notification of Intent Submitted	July 12 at 4:00 p.m.
Proposals Due	July 26 at 4:00 p.m.
Interviews of Finalists	Week of August 12
Council Meeting to Authorize Contract Negotiations	August 26, 2013

These dates are subject to change as the City deems necessary.

- 2.01.** All contact by prospective Contractors and their agents about the City’s RFP and procurement decision-making must only be made with the City’s designated contact person, Kari Collins. Prospective Contractors are encouraged to contact Ms. Collins with questions or requests for more information.
- 2.02.** Contractors are required to attend the pre-proposal meeting at 10:00 a.m. CDT on July 2 at Roseville City Hall. Proposals from Contractors that do not attend the meeting will not be considered.
- 2.03.** Questions, requests for clarification or requests for information about this RFP or process must be submitted by 4 p.m. Date, 2013, in writing (preferably by email) to:
 Kari Collins
 Administration Department

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
kari.collins@ci.roseville.mn.us

All questions and requests for more information and the City's responses will be summarized in writing and emailed to all parties recorded by the City as having received a copy of this RFP. Responses will be emailed by 4:00 p.m. Date, 2013.

- 2.04.** Prospective Contractors interested in responding to this RFP shall notify the City in writing of their interest and submit a list of references by 4:00 p.m. CDT, Day, Date, 2013, in writing (preferably by email) to:

Kari Collins
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
kari.collins@ci.roseville.mn.us

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

References shall include the name, phone number and email address of a contact person from at least five cities. Proposers may submit up to ten references (See evaluation criteria). References will be asked to complete a survey rating the proposer's service.

- 2.05.** All proposals must be sealed and delivered to the Administration Department Office at City Hall no later than 4:00 p.m. CDT, **Date**, 2013, to be considered eligible. See Section 10 for details on how to submit a proposal.
- 2.06.** The City will form a proposal review committee to review and analyze the details of the qualified submitted proposals (See "Evaluation Criteria" section of this RFP). Finalists will be invited to interviews with the review committee to be held the week of **Date**. Following the interviews the committee will recommend a top Contractor to the City Council.
- 2.07.** Upon direction from the City Council, City staff will negotiate terms of the agreement with the top-ranked Contractor. If negotiations with top-ranked Contractor are not successful, the City may then initiate negotiations with second ranked Contractor, and so on.

2.08. Once a draft contract has been successfully negotiated, City staff will present recommended contract to the City Council. The City Council may then award the contract and authorize staff to execute it.

2.09. The new recycling contract will commence on January 1, 2014.

3. BACKGROUND AND HISTORY

Roseville has contracted for curbside recycling of single-family homes, duplexes, triplexes and four-plexes since July 1987. The program was once a month collection from July 1987 – July 1988, twice a month collection from August 1988 – December 1998, every other week collection from January 1999 – April 2006, and weekly collection since then.

The program began with collection of old newspaper (ONP) and aluminum cans. Over the years it has expanded to collect old magazines (OMG), old corrugated containers (OCC), household office paper and mail, boxboard (OBB), phone books, carrier stock cardboard, aseptic packaging, glass bottles and jars, steel food cans, PET and HDPE plastic bottles, pizza boxes, and clothing and textiles.

In 1999 Roseville switched from source separated where residents sort their recycling into seven different categories to a two-sort system. The previous program was source separated and picked up the first and third weeks of the month. In 2007 Roseville switched to weekly collection.

Participation rates were between 56 and 71 percent. However, in the past five years the participation rate has been between 74 and 82 percent. Recycling tonnages were fairly constant around 2,900 tons collected annually.

Multi-family complexes were added to the program in 2003. Currently there are 97 buildings with a total of 6,076 units in the program. All new buildings are required to join the program.

4. DEFINITIONS

4.01 Aluminum cans

Disposable containers fabricated primarily of aluminum, commonly used for soda, beer, juice, water or other beverages.

4.02 American Metal Market (AMM)

Industry publication containing prices for secondary scrap metals.

4.03 Aseptic Packaging and Milk Cartons

Containers designed to maintain the sterility of a sterile (aseptic) product such as food. (e.g. gable-top milk cartons, juice boxes and aseptic packaging used for soup, broth, soy milk, etc.) Aseptic packages are typically a mix of paper (70%), polyethylene (LDPE) (24%), and aluminum (6%), with a tight polyethylene inside layer.

4.04 Carrier Stock

Paper injected with resins in order to resist moisture and used for containers to carry products such as beer and soda pop.

4.05 City's annual recycling public education flyer

The Contractor will be responsible for providing an annual public education flyer to be sent to all residents that contains the following recycling information:

- List of materials to be included for recycling
- List of materials excluded that cannot be recycled in the City's program
- How to prepare materials
- How to receive additional information about the program

The flyer shall be delivered to homes no later than January 31 of each year.

4.06 City's designated contact person

The City has designated Administrative Assistant Kari Collins as the City's sole point of contact for prospective Contractors.

4.07 City-designated recyclables, or Recyclable materials, or Recyclables

The following recyclable materials: bottles and cans including aluminum cans; clean aluminum foil; steel cans; glass jars and bottles; plastic food and beverage containers, pails, and trays with any of the resin identification codes #1-#5; aseptic packaging, paper products including newspapers; magazines; boxboard; phone books; household office paper and mail; carrier stock cardboard; and corrugated cardboard (including boxes for delivery and take out pizzas); and clothes and linens as defined herein this RFP. The City encourages the Contractor to explore markets for additional types of recyclable material. Materials may be added to this list as part of Contractors proposal or by mutual written agreement between the City and the Contractor.

4.08 Clothes and Textiles

Towels, sheets, blankets, curtains, tablecloths, rags, and clothes including: belts, coats, hats, gloves, shoes and boots that are dry, clean and free of mold, mildew and excessive stains.

4.09 Collection

The aggregation and transportation of recyclable materials from the place at which it is generated and includes all activities up to the time when it is delivered to a recycling facility.

4.10 Commodity

Any individual material, including specific industrial grade, as defined by this Agreement.

4.11 Contractor

The City's recycling service Contractor under the new contract beginning operation on January 1, 2014.

4.12 Corrugated cardboard (OCC)

Cardboard material with double wall construction and corrugated separation between walls including boxes for delivery and take out pizzas. Does not include plastic, waxed or other coated cardboard.

4.13 Curbside

The area of public right of way between the property line and the curb or edge of the street, but not on the street.

4.14 Curbside recycling bins

Uniform curbside recycling bins (e.g., blue, plastic recycling tubs) in which recyclables can be stored and later placed for curbside collection, as specified by the City. Bins must include the City of Roseville's curbside recycling logo on two sides.

4.15 Curbside recycling carts

Wheeled carts used as part of a single-stream collection system. Carts shall be consistent in colors and design with a recycling symbol that is at least 4" tall on two sides and approved instruction label on each lid, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection.

4.16 Curbside recycling service

The recycling collection service, together with related public education and other customer services, specified within this RFP utilizing curbside recycling pickup.

4.17 Dual Sort

A system where residents separate their recycling into two categories: paper products and bottles and cans (see 4.07 City-designated recyclables). Recyclables are kept in their two distinct categories through collection at curbside and transportation to a processing facility. Recyclables are then processed separately and sorted into commodities for sale.

4.18 Glass jars and bottles

Glass jars, bottles, and containers (lids/caps and pumps removed) that are primarily used for packing and bottling of food and beverages.

4.19 HDPE - Colored

Plastic bottles and thermoforms made from high density polyethylene resin with pigment or coloring (e.g., laundry detergent and automatic dishwasher soap bottles).

4.20 HDPE – Natural

Plastic bottles and thermoforms made from high density polyethylene resin without pigment or coloring (e.g., milk jugs, gallon water jugs, and ice cream pails).

4.21 Market demand

The economic and technical capacity of markets to use recyclable material to make new products.

4.22 Market Indicator

Commodity price indices as per specified recycling industry publication or actual prices paid by specified end-market company.

4.23 Markets

Any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to: end-markets, intermediate processors, brokers and other recycling material reclaimers.

4.24 Materials Recovery Facility (MRF)

A recycling facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

4.25 Multiple family dwellings (MFD)

A building or a portion thereof containing five or more dwelling units.

4.26 Multiple family dwelling (MFD) recycling containers

Recycling containers used for multiple family dwellings (MFD) including any bin, cart, dumpster or other receptacle for temporary storage and collection of designated recyclables from residents in MFDs prior to collection. Such recycling containers must be separate, explicitly labeled with text and graphics as to recyclables included, and colored differently from other containers for mixed solid waste or trash. Recycling containers must be maintained in proper operating condition and be reasonably clean and sanitary.

4.27 Multiple family dwelling (MFD) recycling service

Recycling collection service, together with related public education and other customer services, provided to MFD residents that utilize MFD recycling containers as specified in 4.26 and use MFD recycling stations as specified in 4.28.

4.28 Multiple family dwelling (MFD) recycling stations

The location of MFD recycling containers will be designated by the City with agreement of the recycling Contractor and the MFD building owner. MFD recycling stations will likely be a cluster of recycling carts and/or recycling dumpsters.

4.29 Non targeted materials

Non-recyclable materials that are not included in the City’s recycling program. Examples of typical non-targeted items include (but are not limited to): pumps on plastic bottles, ceramic material in glass streams, coated paper packaging, etc.

4.30 Official Board Markets (OBM)

Industry publication containing prices for secondary fiber or recovered paper in the form of the OBM “Yellow Sheet.”

4.31 Organics

Organic materials derived from plant and animal matter including non-recyclable paper that is collected for composting.

4.32 Paper

Paper includes the following: newspapers including inserts (ONP); household office paper and mail; boxboard; carrier stock cardboard; old corrugated cardboard (OCC) including boxes for delivery and take out pizzas; phone books; kraft bags; and magazines/catalogs (OMG).

4.33 Participation Rate

A record of which specific households on a recycling route set out recyclable material at some point during a defined period of time (usually one month) as a percentage of the overall number of eligible households.

4.34 Plastic containers

Rigid plastic containers; lids; and toy and electronic packaging with a resin identification code of: #1 (PET, PETE); #2 (HDPE); #3 (PVC); #4 (LDPE); #5 (PP); #6 (PS) excluding Styrofoam; or #7 (other).

4.35 PET

Plastic bottles made from polyethylene terephthalate (e.g. soft drink, water and other bottles).

4.36 Process residuals

The normal amount of material that can not be economically recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as mixed municipal solid waste. Process residuals include but not limited to bulky items, contaminants, sorted tailings, floor sweepings and rejects from specific processing equipment (e.g. materials cleaned from screens, etc). Process residuals does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities but are of relatively low-value because of depressed market demand conditions.

4.37 Processing

The sorting, volume reduction, baling, containment or other preparation of recyclable materials delivered to the processing center for transportation or marketing purposes.

4.38 Processing center

A recycling facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

4.39 Processing Fee

Agreed upon unit fee allocated towards Contractor's cost of processing various types of recyclables.

4.40 Recycled Content Products

Products or goods, including roadbed or other aggregate products that are openly marketed and have positive value. Recycled content products do not include use of any commodity for use at landfills.

4.41 Set-Out Rate

The number of single family households (SFDs) that set out recyclable material each week as a percentage of the number of eligible SFDs in the City.

4.42 Single-Family Dwelling (SFD)

A building containing up to four (4) dwelling units.

4.43 Steel cans

Disposable containers fabricated primarily of steel or tin used for food or beverages.

4.44 Walk-Up Service

A service where the driver will walk up to the resident's garage door, stoop or other designated spot to collect recyclable material for loading onto the truck. The driver then returns the bins/carts to the same location. The City

will compile a list of seniors, disabled and/or special needs residents who request such service.

4.45 Waste

Any delivered recyclable material that is deemed by the processor to be unable to be marketed into recycled content products. Typical “waste” in this context includes pumps on plastic bottles, ceramic material in glass streams, coated paper packaging, etc.

4.46 Zero Waste Events

Public events where organizers plan to minimize the amount of waste generated. Then they work to recycle or compost as much as possible of the waste generated.

5. GENERAL REQUIREMENTS FOR ALL COLLECTIONS

5.01. Contractor Service Requirements

The Contractor agrees to provide comprehensive recycling services described herein and as described in the Proposal. Collection shall occur weekly on the day of the week designated in Exhibit A “Garbage and Recycling Collection Zones” map. Contractor may submit an alternate bid for bi-weekly collection.

5.02. Collection Vehicle Equipment Requirements

All collection vehicles used in performance of the Contract shall be duly licensed and inspected by the State of Minnesota and meet all applicable federal, state, and local rules, regulations and standards.

All vehicles must be clearly identified on both sides with Contractor’s name and telephone number. In addition, all Collection vehicles used in performance of the Contract shall:

- Be duly licensed and inspected by the State of Minnesota;
- Operate within the weight allowed by Federal and Minnesota Statutes and local road weight limits;
- Be Minnesota Department of Transportation (DOT)-compliant at all times;
- Be kept clean and as free from offensive odors as possible.

Each Collection vehicle shall be equipped with the following:

1. Two-way communications device
2. First aid kit
3. An approved fire extinguisher

4. Warning flashers
5. Warning alarms to indicate movement in reverse
6. Sign on the rear of the vehicle which states "This Vehicle Makes Frequent Stops."
7. A broom and shovel for cleaning up spills
8. Receptacle for driver's cigarette or cigar butts, tobacco ashes and chewing tobacco residue.

5.03. Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement. The Contractor will provide a Route Supervisor to oversee the recycling route drivers servicing the City. The Route Supervisor will be available to address customer complaints by cell phone or voice mail at minimum 6 hours per day. The Contractor shall have on duty Monday through Friday from 7:00 a.m. to 5:00 p.m. a dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24 hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

Contractor's personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place.

Contractor shall provide copies of all internal corporate policies and procedures regarding program operation management that ensure that all personnel will adhere to the appropriate personnel conduct including, but not limited to, the following requirements:

1. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
2. Perform their duties in accordance with all existing laws, ordinances, and regulations; and future amendments thereto of the Federal, State of Minnesota, and local governing bodies, including federal and state Departments of Transportation.
3. Be clean and presentable in appearance, as so far as possible.
4. Wear a uniform and employee identification badge or name tag.
5. Drive in a safe and considerate manner.
6. Manage containers in a careful manner, by picking them up, emptying their contents into the collection vehicle, and placing – not throwing or sliding – the container back in its curbside

location so as to avoid spillage and littering or damage to the container.

7. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
8. Avoid damage to property.
9. Only discard cigarette or cigar butts and tobacco ash in a proper receptacle on the collection vehicle.
10. Not smoke while inside garages, multifamily complexes or other enclosed buildings.

5.04. Recycling Containers

The Driver is required to record and report to Contractor Dispatch the location of any cart or bin that is damaged and that cart or bin shall be repaired or replaced by the Contractor or designated subcontractor within one (1) week of the report of damage.

Curbside Dual Sort

Contractor shall annually provide 500 blue plastic recycling bins for distribution to participants in the dual sort curbside recycling program. Recycling containers shall not be a prerequisite to participation. Other container types such as kraft grocery bags, boxes, and bins not exceeding 18 gallons in capacity are acceptable to the extent that route drivers readily recognize recyclables.

Multiple Family Dwellings

Contractors shall provide containers for all Multiple Family Dwellings as specified in definition 4.25 in sufficient quantity to adequately contain the materials between weekly collections, to be placed in recycling stations as specified in definition 4.28.

The Driver is required to record and report to Contractor Dispatch the location of any cart that is damaged and that cart shall be repaired or replaced by the Contractor or designated subcontractor within one (1) week of the report of damage.

Curbside Single Stream

Contractors or designated subcontractor shall provide carts or bins for use in single stream collection programs. The carts will become the property of the City of Roseville at the end of the contract period for use in the next contract cycle.

If the Contractor proposes to use 18-gallon bins, Contractor shall annually provide 500 blue plastic replacement recycling bins for distribution to participants in the single stream curbside recycling

program. Other container types such as kraft grocery bags, boxes, and bins not exceeding 18 gallons in capacity are acceptable to the extent that route drivers readily recognize recyclables.

If the Contractor proposes using wheeled carts, the Contractor or designated subcontractor will maintain a sufficient new and replacement cart inventory. The contractor shall service and repair carts to meet supply and demand needs for the entire term of the contract.

The standard 64-gallon cart shall be approximately 26" x 26" x 41" in dimension, and be smooth for ease in cleaning. Carts shall be consistent in colors and design with a recycling symbol that is at least 4" tall on two sides and approved instruction label on each lid, so as to be easily identified by the resident/customer and the Contractor Driver as the container for recyclable materials collection. The City shall approve the cart, color and labeling prior to manufacture. No contractor identification shall be on the cart.

Thirty-two and ninety-six gallon carts of similar design shall be provided to residents who request a different level of service. Additional carts will be provided at no extra charge to residents who request them.

The Contractor shall be responsible for preparing a comprehensive cart rollout plan and schedule for the initial cart distribution. The Contractor will work with the City to create the educational material for distribution to customers. This educational material and its distribution may meet the annual mailing requirements detailed in 6.05.

At a minimum, the plan must have the following items:

1. Single stream system instructional brochure for customers.
2. Single stream system instructions (text and images) for the City's website and newsletters.
3. Final cart, label and logo specifications (including details of cart color, lid color, and draft content of any label instructions) to be proposed by the Contractor and approved by the City.
4. Cart order quantity (including specified overage to have in stock as excess inventory).
5. Contractor's plan for cart roll-out to customers, including start and end dates.

Cart rollout shall be completed December 27, 2013. The Contractor shall provide initial distribution of single stream carts to customers, whether carts are owned by the City or the Contractor.

5.05. Collection

Curbside Dual Sort

Items shall be placed in paper kraft bags, City-provided blue recycling bins, designated recycling carts or any other container not exceeding 18 gallons in capacity that can reasonably be identified as containing recyclable material to be collected.

Containers shall be placed at the curbside, as specified in 4.13, by 7:00 a.m. on the designated collection day.

On the designated collection day as specified in 5.08 and Exhibit A, contractor shall empty all acceptable materials from container and any acceptable materials that are placed adjacent to container, and shall replace container at curbside as defined in 4.10 (not in the street).

Free walk-up service as specified in 4.44 shall be provided for all customers who request it.

The Contractor must conduct at least twice per year, or as agreed upon by the City and the Contractor, curbside recycling bin checks. For each recycling zone, the Contractor shall audit the contents of bins from at least 25 households and leave education tags if any Non-Targeted Materials are found in the bins. A log shall be kept of all resident addresses where education tags were left and the addresses shall be included in an annual report to the City.

Multiple Family Dwellings

Contractor will use containers as specified in 4.26. They shall be located in multiple family dwelling recycling stations as specified in 4.28.

Contractor shall empty all acceptable materials from inside the containers and acceptable materials that may be set adjacent to the containers. After emptying the containers, the Contractor shall return the containers to their appropriate locations.

Multiple Family Dwellings shall receive service once a week unless a difference service frequency is agreed to by the City and the

Contractor. The City does not regulate the day of the week Multiple Family Dwellings shall receive service. Contractor shall inform the City and each dwelling owner or manager the day and approximate time the dwelling is scheduled to receive service.

Curbside Single Stream

Recycling carts shall be placed at curbside on collection day, placing cart with the handle toward the house and the lid opening toward street. The Contractor shall collect from each participation household all acceptable materials that have been prepared according publicized procedures. The Driver is required to place the emptied cart back down in the same curbside location as set by the resident. In no case is the cart to be left in the street.

Free walk-up service as specified in 4.44 shall be provided for all customers who request it.

The Contractor must conduct at least once per quarter, or as agreed upon by the City and the Contractor, curbside recycling cart checks. Areas for cart checks must rotate between each recycling zone. The Contractor shall audit the contents of carts from at least 25 households and leave education tags if any Non-Targeted Materials are found in the bins. A log shall be kept of all resident addresses where education tags were left and the addresses shall be included in the annual report to the City.

Organics

Roseville holds four Zero Waste events each year at which organic material is collected for composting. Roseville staff and volunteers monitor the collection stations during the events. Material collected shall be shared with the Contractor for disposal at a permitted organics composting facility.

Proposers are encouraged to address their potential for curbside collection of organics. As part of its Solid Waste Master Plan, Ramsey County is requiring cities offer residents the opportunity to recycle organic materials by the end of 2016.

5.06. City Retains Right to Specify Resident Preparation Instructions

The Contractor shall agree that it is the City's sole right to clearly specify the resident sorting and setout requirements. Such information shall be included in the annual public education flyer as detailed in 4.05.

5.07. Procedure for Unacceptable Recyclables

If Contractor determines that a resident has set out unacceptable recyclables, the driver shall use the following procedures:

Curbside

Contractor shall leave the unacceptable recyclables and leave an “education tag” indicating acceptable materials and the proper method of preparation (**Note: a copy of the tag is to be included with the proposal**).

The driver shall record the address on forms acceptable to the City. Contractor shall report the addresses to the City Recycling Coordinator at the end of each month (**Note: a copy of the form is to be included with the proposal**).

Upon request, the City Recycling Coordinator will undertake efforts to educate the resident or owner regarding proper materials preparation.

Multiple Family Dwellings

Contaminated carts of material will not be collected and a tag will be left indicating the reason the material is unacceptable. The Contractor shall also notify the City Recycling Coordinator by phone that the material was left and the reason that the material was unacceptable. It will be the responsibility of the Contractor to obtain cooperation from the building owner/manager in removal of trash and separation of acceptable materials so that the carts can be serviced.

5.08 Collection Zones

By Ordinance the City of Roseville is divided into five zones, each with its own day of the week for collection of refuse and recycling as detailed in Exhibit A. The number of housing units in each collection zone is detailed in Exhibit B.

5.09. Collection Hours

Contractor shall maintain sufficient equipment and personnel to assure that all collection operations commence no earlier than 7 a.m. and are completed by 6:00 p.m. on the scheduled collection day.

5.10. Cleanup Responsibilities

Contractor shall adequately clean up any materials spilled or blown during the course of collection and/or hauling operations. Any unacceptable materials left behind should be secured within resident's recycling container, if provided. Driver shall take all precautions possible to prevent littering of unacceptable recyclables. Contractor shall have no responsibility to remove any items that are not recyclable materials and have been properly dealt with as specified in 5.07.

5.11. Missed Collection Policy & Procedures

Contractor shall have a duty to pick up missed collections. Contractor agrees to pick up all missed collections on the same day that the Contractor receives notice of a missed collection, provided notice is received by Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, Contractor agrees to pick up that missed collection before 6:00 p.m. on the business day immediately following.

Contractor shall provide staffing of a telephone-equipped office to receive missed collection complaints between the hours of 7:00 a.m.- 5:00 p.m. on weekdays, except holidays, and on Saturdays during weeks in which a holiday has delayed pickup in the Friday zone until Saturday. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. Contractor shall keep a log of all calls, including the subject matter, the date and time received, the Contractor's response, and the date and time of response. This information shall be provided to the City in the annual report.

5.12. Non-Completion of Collection and Extension of Collection Hours

If Contractor determines that the collection of recyclables will not be completed by 6:00 p.m. on the scheduled collection day, Contractor shall notify the City Recycling Coordinator by 4:00 p.m., and request an extension of the collection hours. Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion. If the Recycling Coordinator cannot be reached, the Contractor will request the City Manager. If the City Manager cannot be reached, the Contractor shall contact the Public Works Director.

5.13. Severe Weather

Recycling collections may be postponed due to severe weather at the sole discretion of the Contractor. “*Severe Weather*” shall include, but shall not be limited to, those cases where the temperature at 6:00 a.m. is –20 degrees F or colder. Upon postponement, Collector shall immediately notify the City and put notice on the Contractor’s website and use other means to contact residents. The City will be responsible for notifying the residents by municipal cable TV, email notification and any other means identified by the City. Collection will be made the following business day.

5.14. Holidays

Holidays means any of the following: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the City and Contractor. In no instance will there be more than one holiday during a collection week. When the scheduled collection day falls on a holiday, collection in that day’s zone and subsequent days’ zones will be collected one day later, with Friday being collected on Saturday. The Contractor shall assist the City in publicizing the yearly calendar including alternate collection days.

5.15. Weighing of Loads

Contractor will keep accurate records consisting of the date, time, collection route, driver’s identification, vehicle number, tare weight, gross weight, net weight, and number of recycling stops for each loaded vehicle. Collection vehicles will be weighed empty before collection to obtain a tare weight and weighed after completion of a route or at the end of the day, whichever occurs first. These records shall be maintained on file by the contractor for at least three years in the event of an audit by the City or County.

5.16. Ownership

Ownership of the recyclables shall remain with the person placing them for collection until Contractor’s personnel physically touches the recyclables for collection, at which time ownership shall transfer to the Contractor. Any person or persons taking recyclable materials from a curbside container without explicit permission of the

residential dwelling unit will be in violation of local ordinance (City Code 403.03) and subject to penalty. The Contractor shall report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.

5.17. Scavenging Prohibited

It is unlawful for any person other than the City's recycling Contractor or the Multi Family Complex owner's independent hauler to collect, remove, or dispose of designated recyclables after the materials have been placed or deposited for collection in the recycling containers (City Code 403.03). The owner, owner's employees, owner's independent hauler's employees, or City's recycling Contractor's employees may not collect or scavenge through recycling in any manner that interferes with the contracted recycling services.

Contractor will immediately report all witnessed scavenging to Roseville's Police dispatch at 651-767-0640.

5.18. Utilities

The Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, under the executed contract, he/she shall repair or replace same, or failing to do so promptly, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from payment to be made to the Contractor.

5.19. Damage To Property

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. The Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or recycling bins/carts, which are damaged by the Contractor. Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within 48 hours with property of the same or equivalent value at the time of the damage.

If the Contractor fails to address the repair or replacement damaged property within 48 hours, the City may, but shall not be obligated to,

repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably incurred expenses. The Contractor shall reimburse the City for any such expenses within 30 days of receipt of the City's invoice.

5.20. Street Improvements

This Contract is subject to the right of State of Minnesota, Ramsey County or the City of Roseville to improve its highways and streets. The Contractor accepts the risk that such improvements may prevent the Contractor from traveling its accustomed route or routes for the purpose of collecting recyclables. The Contractor agrees not to make any claim for compensations against a City for such interference. The City of Roseville shall, whenever possible, advance information and instructions about how the Contractor may best provide services in the improvement area.

5.21 Municipal Facilities

Contractor will provide free weekly recycling service to:

1. City Hall – 2660 Civic Center Drive
2. Roseville Skating Center – 2661 Civic Center Drive
3. Public Works Maintenance Facility – 1140 Woodhill Drive
4. Fire Station One – 2701 Lexington Avenue
5. Cedarholm Golf Course – 2395 Hamline Avenue
6. Harriet Alexander Nature Center/Wildlife Rehabilitation Center – 2520 Dale Street
7. Evergreen Park Concession stand (in season) – 1810 County Road B
8. Owasso Ballfields Concession stand (in season) – 2659 Victoria Avenue
9. Acorn Park (in season) – 286 County Road C
10. Central Park, Victoria Ballfields (in season) – 2490 Victoria Avenue
11. Other mutually agreed upon City facilities.

Contractor will provide on-call recycling service to:

1. License Center – 2737 Lexington Avenue
2. Fire Station Two – 2501 Fairview Avenue (currently not in service)

Contractor will provide carts or other mutually agreed upon containers to facilitate that service.

5.22. Single Stream Cart Ownership

The Contractor shall purchase, own, ship, assemble, deliver, store/inventory, maintain and distribute the carts. Cart distribution will be for both for the initial cart rollout and ongoing cart replacements (e.g. new customers, service changes, replacement of damaged carts, etc.) during the term of the contract. Ongoing cart distribution shall be done on a weekly basis.

Proposers must clearly specify their proposed single-sort cart manufacturer. The cart shall include hot-molded logos, and in-mold label (IML) of recycling instructions per city approval. A reference example of IML recycling instructions (e.g. from another existing City recycling program) must be included with the education material in the proposal packet (Section 6.05).

Damaged or unusable carts must be recycled. All costs incurred in recycling carts shall be the responsibility of the Contractor, at no additional cost to the City. The Contractor will provide documentation showing the City where the carts were recycled.

At the end date of the contract period the carts shall become the property of the City of Roseville for use in the next contract cycle.

5.23. Existing Bins, Lids and Wheel Kits

If the City accepts the Contractor's single-stream proposal, the existing bins at residential properties become property of the homeowner. Unwanted bins may be returned to the city for recycling.

6. ANNUAL REPORTING AND PROMOTIONAL ACTIVITIES

6.01. Monthly and Annual Materials Reports

The Contractor will submit to the City monthly reports and annual reports dealing with the City's recycling program. At a minimum, the Contractor shall include in each report the following information:

1. Gross amounts of materials collected, by recyclable material (in tons)
2. Net amounts of materials marketed, by recyclable material (in tons)
3. Amounts stored, by recyclable material, with any notes as to unusual conditions (in tons)
4. The markets generally used for the sale of recyclables

5. Amounts of process residuals disposed (in tons)
6. Revenue share credits back to the City (if any)
7. Total number of stops
8. End Market Certification as specified in 7.06
9. Monthly reports shall be due to the City by the 15th day of each month

Annual reports shall be due by January 31. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's recycling program (e.g., public education, multifamily recycling, etc.). **Examples of monthly and annual reports shall be included with the Contractor's proposal.**

6.02. Customer Relations Report

Annually the Contractor shall provide the City with

1. A list of all customer complaints, including a description of how each complaint was resolved.
2. A list of all addresses where education tags were left for residents and why the tags were left.
3. A list of all missed pick ups reported to the Contractor.

6.03. Annual Report to Multiple Family Dwelling (MFD) Owners

The City's Contractor shall provide an annual report by January 31 of each year to the MFD owners served by the City's contractor. A copy of each report to the MFD owners shall also be submitted to the City. The report shall contain, at a minimum, the following information:

1. Name of owner, building manager and contact information (mailing address, phone numbers, e-mail, etc.)
2. Street address of each MFD served.
3. Number of dwelling units for each MFD.
4. Description of collection services made available to occupants, including number of MFD recycling stations, number of MFD recycling containers, location of stations and dates of collection.
5. Description of public education tools used to inform occupants of availability of services.
6. Tonnage estimates for each building.
7. Recommendations for future improvements (e.g., specific public education tools).

A copy of the Contractor's annual report to MFD building owners shall be included with the proposal.

6.04 Annual Performance Review Meeting to Discuss Recommendations for Continuous Improvement

Upon receipt of the Contractors annual report, the City shall schedule an annual meeting with the Contractor and the City's Public Works Environment and Transportation Committee.

The objectives of this annual meeting will include (but not limited to):

- Review Contractor's annual report, including trends in recovery rate and participation.
- Efforts the Contractor has made to expand recyclable markets.
- Review Contractor's performance based on feedback from residents to the Committee members and/or City staff.
- Review Contractor's recommendations for improvement in the City's recycling program, including enhanced public education and other opportunities.
- Review staff and Committee recommendations for improving Contractor's service.
- Discuss other opportunities for improvement with the remaining years under the current contract.
- Discuss actions Contractor is taking to reduce its carbon footprint.

6.05. Publicity, Promotion, and Education

The Contractor and the Recycling Coordinator shall work together in the preparation and distribution of educational materials to insure accurate information and program directions. Contractor shall pay for the annual design, printing and mailing of at least 9,611 copies of a curbside program flyer. The Contractor will provide a PDF or other mutually agreed upon electronic format version of the flyer to the City. The flyer shall be delivered to homes no later than January 31 of each year.

The Contractor will be required to provide annually a one-page multi-family complex recycling flyer to Multi Family Dwelling owners, landlords or other designated contact person in sufficient number that one copy may be distributed to each tenant. The Contractor will provide a PDF or other mutually agreed upon electronic format version for the City. The Contractor will also be

required to provide posters and other educational material for Multi Family Dwelling owners, landlords or other designated contact person to post in common areas.

The Contractor must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, Karen, etc.). The City will work with the Contractor regarding the quantities needed and the locations for distribution.

During the term of the contract the Contractor may be asked by the City to make public appearances, provide information for local environmental groups, or attend public events sponsored by the City. Proposers shall describe their experience in providing Collection services and Zero Waste services at community events and what, if any, Collection opportunities could be provided at Roseville community events or City-sponsored events, and whether there would be a cost associated with the service.

In addition, proposers are encouraged to specify other public education tools that they are willing to provide (e.g., recycling education materials targeted for a specific neighborhood, targeting a specific material type, etc.).

As part of this proposal, proposers shall provide examples of public education materials they have developed for other municipalities.

6.06. City Shall Approve Contractor's Public Education Literature

The Contractor shall conduct its own promotions and public education to increase participation (see also Sections 6.08 and 6.09). The Contractor shall submit a draft of any public education literature for approval by the City, at least one month before printing and release of any such literature.

6.07. Annual Work Plan

The City and the Contractor shall develop a work plan annually. The work plan shall include initiatives the Contractor will undertake to improve the City's recycling program. These initiatives may include (but is not limited to) expansion of materials collected, voluntary expansion to businesses, effective education of residents - with measurement, community involvement, outreach to low participating communities, and outreach using electronic communications. The

Plan shall be approved by the City and the Contractor by December 15 of the preceding year. (see also Sections 6.08 and 6.09)

6.08. Outreach to Low Participating Communities

Contractor shall include in the annual work plan outreach efforts to low participating communities. Specifically the City seeks to engage immigrant communities. Contractor's prior experience with outreach such as this should be identified in the Value Added Plan.

6.09. Outreach Using Electronic Communications

Contractor shall identify in the annual work plan outreach efforts using electronic communications. The City seeks to engage residents where they are and is looking for electronic outreach to residents in addition to websites with information in text format. Contractor's prior experience with outreach such as this should be identified in the Value Added Plan.

7. MATERIALS PROCESSING AND MARKETING

7.01. Processing Facilities Must Be Specified

It is intended that all recyclables collected by the Contractor will go to recycling markets to be manufactured into recycled content goods. Preferably those markets will be in the Upper Midwest.

The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for City material collected. **The proposals must clearly specify the location(s) of its recyclables processing facility (or subcontractor's facility) where material collected from the City will be delivered and / or processed.** The Contractor shall provide written notice to the City at least 60 days in advance of any substantial change in these or subsequent plans for receiving and processing recyclables collected from the City.

Upon collection by the City's recycling Contractor, the City's Contractor shall deliver the designated recyclables to a recyclable material recovery facility (MRF), an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility.

Contractor shall assure that all recyclables collected in the City are not landfilled or incinerated except for process residuals as designated in 4.29 or with written authorization from the City and the Minnesota Pollution Control Agency.

7.02 Lack of Adequate Market Demand

If the Contractor determines that there is no market for a particular recyclable material or that the market has become economically unfeasible, the Contractor shall immediately give written notice to the City. Said notice shall include information demonstrating the effort the Contractor has made to find market sources, and the financial information justifying the conclusion that the market is economically unfeasible. Upon receipt of said notice, the Contractor and the City shall have 30 days to attempt to find a feasible market. During this period the Contractor shall continue to pick up the particular recyclable material.

If the Contractor or the City is not able to find a market within 30 days, the City has the option to:

- a) Require the Contractor to continue to collect the particular recyclable material. In such case, the City would pay the Contractor, as additional compensation, the tipping fee at the Newport RDF plant or a mutually agreeable alternative site. The Contractor is required to keep accurate records of said fees and provide the City receipts of payment.
- b) Notify the Contractor to cease collection of the particular recyclable material until a feasible market is located, either by the Contractor or by the City. The Contractor would then be responsible for the cost of printing and distributing educational materials explaining the market situation to residents.

If the City notifies the Contractor to cease collection of a particular recyclable material, the parties shall immediately meet to renegotiate the per unit fee for service.

In the event that the parties disagree on the question of whether there is a market for a particular recyclable material or on the economic feasibility of that market, the disagreement shall be submitted to binding arbitration. In this case, each party shall name an arbitrator, and the two shall select a third person to serve as chairperson of the

arbitration panel. The arbitration panel shall meet and decide said question within 60 days following agreement by the arbitrators to serve on the panel. The arbitration panel shall operate in accordance with the Rules of the American Arbitration Association to the extent consistent with this section and judgment upon the award by the Arbitrator(s) may be entered in any court with jurisdiction thereof. Meanwhile, collection of said recyclable material shall continue pending outcome of arbitration.

7.03. Estimating Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the City's recyclables each year to estimate the relative amount by weight of each recyclable commodity by grade. The results of this analysis shall include: (1) percent by weight of each recyclable commodity by grade as collected from the City; (2) relative change compared to the previous year's composition; and (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling. The Contractor shall provide the City with a copy of each analysis. The analysis will be conducted no later than March 31 of each year and a copy of the analysis provided to the City no later than April 30 of each year.

7.04. Estimating Process Residuals

The Contractor shall provide the City a written description of the means to estimate process residuals, as defined in 4.36, derived from the City's recyclables. This written description shall be reviewed and approved in writing by the City. This written description shall be updated by the Contractor immediately after any significant changes to the processing facilities used by the Contractor.

7.05. Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this RFP and in the contract. Substandard performance as determined by the City will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within 60 days after being notified by the City, the City will initiate the contract termination procedures.

The City shall have the right, during the term of the Contract, to have a representative on Contractor's premises to monitor the operation of the Contract. Such representative shall only be allowed on Contractor's premises during normal business hours.

7.06. End Market Certification

The Contractor shall provide in its Proposal and by January 31 of each year through the term of the contract written certification to the City that all recyclable commodities identified are indeed recycled and not disposed. Such written certification shall identify *all* end markets manufacturers or processors used for each of the recyclable commodities. The Contractor shall attach written certification from each end market and a list of products manufactured using the recyclable materials collected from the City. The Contractor shall specify the percentage of each material collected that goes to each end market. Contractor must request in writing if it wishes to have the certification be considered proprietary information.

8. PAYMENT AND DAMAGES

8.01. Term of Contract

The term of the new recycling contract will be a period of three years from January 1, 2014 through December 31, 2016. Contractor may submit an alternate proposal for a five-year contract covering January 1, 2014 through December 31, 2018.

8.02. Compensation for Services

The City agrees to pay the Contractor for recycling collection services provided to the City as described in the proposal, and made part of an executed contract, based on the number of units certified by the City. For 2013 the City certifies that there are 9,611 curbside units that will receive service (see Attachment C). By December 1 of each year the City will review the number of certified units and notify Contractor of any changes.

Contractor shall submit itemized bills for recycling collection services provided to the City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

The Contractor shall submit the monthly documentation and reports as detailed 6.01, 6.02 and 7.03 with the monthly bill. Payment to the Contractor will not be released unless the required paperwork is included in the monthly bill or submitted separately according to the deadlines as specified in 6.01.

8.03 Multiple Family Dwelling Billing

Contractor will send an itemized bill for the number of units designated to receive service that month. The City has identified 6,076 multi-family dwelling units that will be receiving service as of January 1, 2014. The City will designate new or additional buildings to receive service with 30 days notice to Contractor.

8.04. Revenue Sharing

All qualified proposals shall state explicitly if the Contractor elects to participate in revenue sharing with the City. If the City awards the contract to a Contractor that elected to propose revenue sharing, and if the final contract negotiated includes revenue sharing, the Contractor shall, on a quarterly basis, rebate an amount to the City based on a mutually agreed upon formula.

If the sale of the material does not generate sufficient revenue to cover processing costs, the revenue share will be zero. The City shall not be responsible for covering processing costs if the sale of the material does not generate sufficient revenue to cover processing costs.

The City initiated revenue sharing outline for purposes of this RFP consists of per ton payment based on the following formulae:

A. All paper grades collected from the City based on the published index less the proposed paper processing cost per ton.

The published index used shall be:

- The Official Board Markets (OBM) Yellow Sheet, Chicago region for Old Newspapers (ONP) # 8, high side of range.
- The Official Board Markets (OBM) Yellow Sheet, Chicago region for OCC #11, high side of range.
- The Official Board Markets (OBM) Yellow Sheet, Chicago region for Mixed Paper #1, high side of range, old magazines (OMG), Boxboard, and Carrier Stock.

B. Aluminum collected from the City based on the published index less the proposed aluminum processing cost per ton. The published index used shall be the American Metal Market (AMM), Aluminum (1st issue of the month), high side nonferrous scrap prices: scrap metals, domestic aluminum producers, buying prices for processed used aluminum cans in carload lots, f.o.b. shipping point, used beverage can scrap.

C. Each: clear glass, brown glass and green/blue glass collected from the City based on the market price less the proposed glass processing cost per ton. The market price used shall be the price paid by Anchor Glass Corporation's Shakopee, Minnesota plant, or a designated glass processing facility. Glass composition is assumed to be: Flint 30%, Amber 21%, Green 26% and Mixed 14%.

D. Steel collected from the City based on the published index less the proposed steel processing cost per ton. The published index used shall be the American Metal Market (AMM), Aluminum (1st issue of the month), high side ferrous scrap prices.

E. Plastic Bottles: PET, HDPE-natural, HDPE-colored collected from the City based on the published index less the proposed plastic processing cost per ton. The published index used shall be the Waste News, Chicago Region (1st issue of the month).

F. Other Plastic: plastic food and beverage containers, pails, and trays with any of the resin identification codes #1-#5 (excluding PET and HDPE bottles) collected from the City based on the published index less the proposed plastic processing cost per ton. The published index used shall be www.SecondaryMaterialsPricing.com.

G. Aseptic Cartons based on the published index less the proposed containers processing cost per ton. The published index used shall be www.SecondaryMaterialsPricing.com.

H. Clothes, linens and rags collected from the City based on the market price less the proposed processing cost per ton. The market price used shall be the price paid by USAgain or other designated clothing recycler.

Proposers must state on the price worksheet what percent of each index/market price will be used for the gross revenue and the proposed processing cost per ton for each commodity.

If a revenue sharing component is offered (i.e., greater than zero percent) for any commodity, each month the Contractor shall provide, together with the monthly rebate to the City, adequate documentation of the corresponding monthly estimate of tons of all corresponding commodities collected from the City even in the case where the City were to receive no rebate for the month. Also, the Contractor shall provide copies of the referenced market indexes with each monthly statement. The Proposers shall provide a detailed explanation of how they will calculate the tonnage estimates in conjunction with the required composition analysis in 7.03.

Each proposal scenario must contain a percent revenue share offer for all commodities as described immediately above. Proposers may offer from zero percent to 100 percent revenue share.

The City or the Contractor may propose other revenue sharing commodities and corresponding proposed pricing formulae, at any time during the duration of the contract. The parties shall enter into negotiations in good faith and any new revenue sharing agreement shall be reduced to writing in the form of an amendment to the contract.

8.05. Liquidated Damages

The Contractor shall agree, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations.

The following acts or omissions shall be considered a breach of the Agreement:

a) **Missed Curbside Collection**

\$50 for each missed collection above two misses per collection day, to be assessed at the end of each collection month. A missed collection would be defined as a report by a resident that their material was out by 7:00 a.m. and the address did not appear on the Contractor's conveyance sheet as a "Late Set Out" and the recyclables were properly sorted.

b) **Missed Walk Up Collection**

\$50 per missed collection address above two misses at that address in any four consecutive collection weeks.

c) **Missed Multi Family Complex Collection**

\$50 per missed collection

d) **Throwing or Dropping Containers**

\$50 for each witnessed report of a driver throwing rather than placing, the curbside recycling container or deliberately dropping the container when the bottom of the container is more than four feet above the ground.

e) **Failure to Collect Material on a Block**

\$500 for each incident of the Contractor failing to pick up material on a block. A missed block is defined as one side of a street between cross streets or an entire cul de sac where residents from at least three households on that street report that they had their material out before 7:00 a.m., the material was not picked up, the recyclables were properly sorted, and the addresses did not appear on the Contractor's conveyance sheets as "Late Set Outs."

f) **Failure to Collect an Entire Zone**

\$1,000 for each incident of failure to complete collection of a collection zone on its designated day as defined in Exhibit A when the Contractor has not received an extension of collection hours from the Recycling Coordinator or designated alternate.

g) **Failure to Complete a Majority (50%) of the Collection District**

\$2,500 for each incident.

h) **Failure to clean up material spilled by Contractor within six (6) hours of verbal or written notification**

\$250 each incident

- i) **Failure to leave an education tag when non-recyclable material or material that is inappropriately prepared according to specifications in Item 5.08 is not collected**

\$100 each incident

- j) **Failure or neglect to collect recycling from a missed pickup location according to specifications in 5.11**

\$250 each incident

- k) **Distributing recycling carts without recycling symbols or labels that include text and graphics depicting what materials may be placed in the carts**

\$100 each incident

- l) **Failure to maintain recycling carts in proper working order as specified in 5.05**

\$100 each incident

- m) **Failure to provide a complete monthly report as specified in 6.01 and 6.02.**

\$250 each incident

- n) **Failure to return bin/cart to curbside location**

\$100 each incident

- o) **Employees smoking in enclosed structures while performing duties or extinguishing smoking material anywhere other than in container as specified in 5.02**

\$50 each incident

- p) **Failure to collect recyclables according to specifications in 5.05 and 5.08**

\$250 for each witnessed report of a driver inappropriately collecting recyclable material

The Contractor shall be liable for liquidated damages amount(s) upon determination of the City of Roseville that performance has not occurred consistent with the provisions of the contract. The City shall

notify Contractor in writing or electronically of each act or omission in this Agreement reported to or discovered by the City. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Contractor. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have under law or at equity.

Exceptions: For the purposes of this Proposal, the Contractor shall not be deemed to be liable for penalties where its inability to perform recycling collection service is the result of conditions beyond the control of the Contractor, including but not limited to civil disorder, acts of God, inclement weather severe enough that trucks cannot safely take collections, provided however, that the Contractor shall obtain the approval for the delay from the Recycling Coordinator or their designee prior to 4:00 p.m. of the scheduled Collection Day.

8.06. Services Not Provided For

No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City.

9. INSURANCE AND OTHER LEGAL REQUIREMENTS

9.01. Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the contract and shall remain continuously in force for the duration of the contract.

Contractor shall provide a Certificate of Insurance as proof of general liability coverage for bodily injury or death in the amount specified by state law. As of January 1, 2011 that is \$1.5 million for bodily injury or death and \$200,000 for damages to property.

The Certificate of Insurance shall name the City as an additional insured, and state that the Contractor's coverage shall be the primary coverage in the event of a loss.

The Contractor shall also provide a Certificate of Vehicle Liability Insurance in the amount of at least \$1,000,000.

The Contractor shall further provide a Certificate of Professional Liability Insurance or Errors & Omissions Insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work. Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate.

Contractor agrees that it shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. Contractor shall add the City as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the City, its employees or agents.

A 30-day written notice is required if the policy is canceled, not renewed or materially changed.

The Contractor shall require any of its subcontractors, if subcontracting is allowable under this contact, to comply with these provisions.

9.02. Workers Compensation

The Contractor shall provide evidence of Workers Compensation insurance covering all employees of the Contractor and subcontractors engaged in the performance of the Contract, in accordance with the Minnesota Workers Compensation Law.

9.03. Employee Working Conditions and Respondent's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

9.04. Equal Opportunity

During the performance of the executed contract, the Contractor, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor Regulations 41CFR, Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

In the event of noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, in addition to other remedies as provided by law.

9.05. Compliance with Laws & Regulations

In providing services hereunder and in the executed contract, the Contractor shall abide by all statutes, ordinances, rules, and

regulations pertaining to the provision of services to be provided hereunder. Any violation shall constitute a material breach of the executed contract.

9.06. Governing Law

The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Ramsey, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

9.07. Waiver

Any waiver by either party of a breach of any provisions of the executed contract shall not affect, in any respect, the validity of the remainder of the executed Contract.

9.08. Termination

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured within 30 days after written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of the written notice minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

9.09. Severability

The provisions of the executed contract are severable. If any portion hereof and in the executed contract is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the same contract.

9.10. Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

9.11. Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property.

9.12. Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws. All Proposals shall be treated as non-public information until a contract is signed by the City and the Contractor. At that time the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13.

9.13. Inspection of Records and Disclosure

All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its duly authorized agents at any time during normal business hours, as often as the City deems necessary to audit, examine and make excerpts or transcripts of all relevant data.

Any reports, information, data, etc. given to, prepared, or assembled by the Contractor under a future contract shall not be made available by the Contractor to any other person or party without the City's

prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and report prepared by the Contractor shall become the property of the City upon termination of the City's contract with the Contractor.

9.14. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

9.15. Transfer of Interest

The Contractor shall not assign any interest in the contract, and shall not transfer any interest in the contract, either by assignment or novation, without the prior written approval of the City. The Contractor shall not subcontract any services under this contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or subcontract shall be grounds for immediate contract termination.

9.16. Non-Assignability and Bankruptcy

The parties hereby agree that Contractor shall have no right to assign or transfer its rights and obligations under said agreement without written approval from the City. In the event Contractor, its successors or assigns files for Bankruptcy as provided by federal law, this agreement shall be immediately deemed null and void relieving all parties of their contract rights and obligations.

9.17. Indemnification

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

9.18. Performance & Payment Bond

Contractor shall execute and deliver to the City a Performance and Payment Bond with the corporate surety in the sum of \$40,000 or equal ("*equal*" may include a Letter of Credit from a banking institution approved by the City). This agreement shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

The executed contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond shall be for the life of the executed contract. Extensions or renewals shall require the execution and delivery of a performance bond in the above amount to cover the period of extension or renewal.

9.19. Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed contract or the proceeds thereof. Violation of this provision shall cause the executed contract to be null and void and the Contractor will forfeit any payments to be made under the executed Contract.

9.20. Entire Contract

The executed contract supersedes all verbal agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of the executed contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

9.21. Contract Conditions

- a) The City reserves the right to waive minor irregularities in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a contractor who does not submit the lowest cost proposal.
- b) The Bond and Certificate of Insurance shall be provided when the contract is executed.
- c) No proposal can be withdrawn before 60 days after the date for submission of proposals.
- d) The Contractor shall review and return signed copies of the contract within 30 days of receipt of the contract.

10. SUBMITTING PROPOSALS

10.01. Proposals May Be Rejected in Whole or Part

The City of Roseville reserves the right to:

- Reject any or all proposals;
- Reject parts of proposals;
- Negotiate modifications of proposals submitted;
- Accept part or all of the proposals on the basis of consideration(s) other than proceeds or cost; and
- Negotiate specific work elements with the preferred Contractor into a contract of lesser or greater expense than described in this RFP or the respondent's reply.

10.02. Contractors May Team with Other Companies

It is recognized that some prospective haulers may wish to subcontract with other companies for processing services. This is allowed as needed, but all such Contractor-subcontractor

relationships must be explicitly described in each proposal scenario. The City will contract with only one primary Contractor for the recycling services.

Multiple Contractors may team up with other complementary hauling or recycling companies provided there is no collusion. A company may be listed as a part of more than one team as long as this company submits a written certification that no collusion occurred between competing proposals.

10.03. RFP and Proposal to Become Part of Final Contract

The contents of this RFP, the successful proposal, and any written clarifications or modifications to the contents thereof submitted by the successful Contractor and approved by the City in writing shall become part of the contractual obligations and be incorporated by reference into the ensuing contract. If any provision of the contract RFP or proposal is in conflict, the contract takes precedence over the RFP, and the RFP takes precedence over the proposal.

10.04. Notification of Intent

Prospective Contractors interested in responding to this RFP shall notify the City in writing of their interest and submit a list of references by 4:00 p.m. CDT, Day, Date, 2013, in writing (preferably by email) to:

Kari Collins
Administration Department
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
kari.collins@ci.roseville.mn.us

Notifications shall include the vendor's name and address, as well as a contact person's name and title, phone number and email address.

References shall include the name, phone number and email address of a contact person from at least five cities. Proposers may submit up to ten references. References will be asked to complete an electronic survey through a third-party provider in which they rate the proposer's service. Ratings will be compiled to create an average score that will be included in the evaluation.

It is the responsibility of the vendor to ensure their Notification of Intent and References are received by the City.

10.05. How to Submit Proposals

Proposal shall be submitted to the Administration Department Office at City Hall no later than 4:00 p.m. CDT, Day, Date, 2013, in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: Recycling Services Proposal.
c/o Kari Collins
Administrative Assistant
City of Roseville, City Hall
2660 Civic Center Drive
Roseville, MN 55113

Proposals will be treated in accordance with Mn. Statutes 13.591, Subdivision 3 (b), Data Practices Act.

Six written, hard copies of the proposal and all attachments shall be submitted. An electronic copy of the proposal must be submitted on a compact disk (or suitable alternative disk format) inside the sealed envelope. The proposal file must be formatted in Microsoft WORD or a suitably compatible alternative. All proposals must be printed on 100% post consumer recycled paper and the CD should be reformatted/recycled.

10.06. Assumptions to be Used for Proposals

The City shall use following assumptions for purposes of evaluating all proposals on the same basis:

- Annual recyclable tonnage collected curbside under the City contract = 2,900 tons per year
- Annual recyclable tonnage collected at Multi Family Complexes under the City contract = 590 tons per year
- Single family dwellings and other households that receive curbside service using curbside bins = 9,611 housing units
- Multifamily dwelling buildings that will receive MFD type of service = 5,910 housing units at 94 locations

10.07. Proposal Content

Qualified proposals must include the Proposal Checklist Attachment A and items listed on the checklist.

10.08. Evaluation Criteria

Roseville residents have identified a city-wide goal to be an environmentally healthy community. And residents have identified various community values that environmental programs such as recycling should incorporate.

Those community values are:

- Collection – which includes Clean and quiet; Impact on street (size and weight of trucks), Easy to participate, Flexibility to Comingle, More materials picked up – particularly plastics, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value, multi-family dwelling recycling
- Outreach – which includes Voluntary expansion to businesses, effective Frequent education of residents – with measurement, Community involvement, Annual report that includes information on what happens to material, outreach to low participating communities, outreach using electronic communications
- Environmental Benefits – which includes Experience with Zero Waste events, reduced carbon footprint, Education and Leadership on Environmentally Preferred Purchasing (EPP), Local vendor-terminal and MRF locations

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied.

A review committee will evaluate all proposals submitted based on price, how well the proposal meets RFP base specifications, how well the proposal meets community values, and value added beyond the base specifications. Those scores will be added to scores from the reference survey to develop a score for the first round. Finalists will be invited to interviews (see chart below).

At the interview proposers will answer any questions regarding their proposal and expound on how their proposal will meet community values, add value beyond the base specifications, and answer other questions deemed relevant to evaluating the proposals.

Evaluation Criteria and Weighting	
RFP Base Specifications	Pass/Fail
<i>Reference RFP Sections 5.04, 5.23, 6.01, 6.03, 7.01, proposal forms</i>	
Category	Weight
Project Capability	20%
<i>Reference RFP Sections 5 - 9</i>	
How Well Proposal Meets Community	20%

Values	
<i>Reference RFP Introduction and Sections 5 - 9</i>	
Price	40%
Past Performance (Survey of Other Cities)	10%
Value Added Plan	10%
Subtotal	100%
Finalists	
Interview – clarification phase	
Total	100%

The review committee will present its recommendation to the City Council at the **Date** meeting. (See Section 2, Contractor Selection Process and Schedule).

DRAFT

Recycling Community Values

	2013 Values	
Collection	55	
Clean, quiet		5
Impact on street (size and weight of trucks)		10
Ease of participation		20
Flexibility of Co-mingling for resident		15
More materials picked up – plastics		15
Organics		5
Materials are efficiently recycled (local markets, highest and best use for material)		20
Rewards for adding value (innovation)		5
Multi-family service		5
subtotal		100
Outreach	25	
Voluntary expansion to businesses		20
Effective education of residents -with measurement		30
Community involvement		10
Annual report on what happens to material		15
Outreach to low participating communities		20
Outreach using electronic communications		5
subtotal		100
Environmental Benefits	20	
Assistance with Zero Waste events		20
Reduced carbon footprint		25
Environmentally Preferred Purchasing (EPP)		20
Local vendor-terminal location		35
subtotal		100
	100	