

City of Richfield, Minnesota

**Request for Proposals (RFP)
For Residential Curbside
Recycling and/or Organics Services**

October 21st, 2019

**City of Richfield
6700 Portland Avenue
Richfield, Minnesota 55423**

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1 Introduction

This document defines the service standards, specifications and proposal requirements of residential curbside recycling/organics service for the City of Richfield. The City seeks to enter into a contract with a company that has the resources and ability to provide city-wide residential collection service for designated recyclables. In addition, the City seeks to enter into a contract with a company that has the resources and ability to provide city-wide organic materials collection for residential properties.

It is the intent of the City of Richfield to accept and evaluate proposals for residential curbside recycling services including collection, processing, marketing, and public education. The goals of the City are to maximize the fullest recovery possible of designated recyclables from Richfield residents and to achieve the most cost effective and environmentally sound recycling system.

Richfield had a 2018 participation rate of 88% of all households setting out recycling for collection.

Recycling and organics service will be provided to:

-) 10,036 single family, duplexes, or twinhomes
-) 64 multi-family dwellings in 16 buildings of 4 units
-) 218 townhomes/condominiums

All residences above have cart service. The City will provide the Contractor(s) the final total number of customers and addresses at a later date.

2 Definitions

2.1 Bulky Items

Bulky items include, but are not limited to, carpet and padding, mattresses, chairs, couches, tables, wheels/rims/tires, and appliances.

2.2 Collection

The aggregation and transportation of designated recyclables from the place at which they are generated, including all activities up to the time when the recyclables are delivered to a recycling facility.

2.3 Collection Day Schedule

The City of Richfield has established areas and recycling collection days (Attachment A-1). The only exceptions to the collection schedule shall be during those weeks in which a designated holiday or emergency situation as determined by the City occurs.

2.4 Commodity

Any individual material, including specific industry grades of material categories, as defined by this RFP and the Agreement.

2.5 Compostable Bags

Paper or BPI-certified compostable plastic bags as defined by Minnesota Statute 325E.046.

2.6 Contractor

The successful respondent under this RFP who enters into a final contract with the City. Note: In the RFP, the use of the singular "Contractor" form may be implied to be plural "Contractors" depending on the context.

2.7 Customer Service

The service provided to the residents of Richfield by the Contractor.

2.8 Curbside

The area of public right-of-way between the property line and the curb or edge of the street, including collection in alley ways and from driveways.

2.9 Curbside Organics Carts

Curbside organics carts will be of a uniform size and color with a lid. Carts will be owned and maintained by the Contractor.

2.10 Curbside Recycling Carts

Curbside recycling carts will be of a uniform size and color with a lid. Carts will be owned and maintained by the Contractor.

2.11 Designated Recyclables

The portion of solid waste separated at the source by the generator for the purpose of recycling, and is comprised of materials deemed recyclable, including:

- Newspapers (including advertising inserts);
- Household office paper & mail;
- Phone books, magazines & catalogues;
- Boxboard (including cereal, cake, chip, and cracker boxes);
- Corrugated cardboard (does not include plastic cardboard);
- Food and beverage glass jars and bottles;
- Aluminum bottles, cans, and foil (including pie tins and trays);

- Steel bimetal (“tin”) cans;
- Rigid plastic containers made from plastic types #1, #2, #3, #4 ,#5, and #6 (including lids and caps, non-bottle tubs, cups, clam shells, but excluding black plastic); and
- Aseptic cartons.

Materials may be added to this list as part of the proposal, or by mutual written agreement between the City and the Contractor.

2.12 Electronic Waste

Discarded consumer electronic devices including computers, including tablet computers and laptops, cell phones, printers, fax machines, DVD players, video cassette recorders, video display devices, and other devices required under the Minnesota Electronics Recycling Act.

2.13 Extra Collection

Additional collection of recycling or organics outside of the regularly scheduled collection day. Extra collections are arranged between the Contractor and customer and billed by the Contractor directly to the customer.

2.14 Holidays

There are six (6) holidays observed each year that could delay collection: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls during the week, collection will be delayed by one day all week through Saturday. The Contractor shall publish the yearly calendar including alternate Collection days, with approval from the City.

2.15 Market Demand

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

2.16 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.

2.17 Multi-Family Dwelling

A building containing three to four dwelling units.

2.18 Organics

The portion of solid waste separated at the source by the generator for the purpose of composting, and is comprised of materials deemed compostable, including:

- All food scraps and pet food (excluding black walnut shells;
- Coffee filters and grounds;
- BPI certified compostable tea bags;
- Houseplant trimmings;
- BPI certified compostable products;
- Hair and nail clippings;
- Cotton balls and paper swabs/q-tips (not used with chemicals); and
- Paper products (including napkins, paper towels, tissues, paper egg cartons, paper bags (recycle if not soiled), tissue paper, paper towel and toilet paper rolls, pizza boxes from delivery)

Not accepted: Yard waste, grease or oil, chewing gum, produce stickers, regular paper products (plates, boats, bowls) and take-out containers or cups without BPI logo, refrigerated and frozen food boxes, fast food wrappers, butcher paper/wrap, microwave popcorn bags, ice cream tubs, products labeled “biodegradable”, paper coated with foil, wax/produce cardboard boxes, wrapping paper, recyclable materials (glass, plastic, paper, metal), non-recyclable plastic, animal waste and litter, diapers and sanitary products, dryer sheets/lint, cleaning or baby wipes, cigarettes, fireplace or BBQ ashes, charcoal, rocks, soil and dirt, latex products, vacuum cleaner bags and contents.

Materials may be added or removed from this list as part of the proposal, or by mutual written agreement between the City and the Contractor.

NOTE: General references to “recyclables” in this RFP could refer to both single-sort recycling materials and organics materials.

2.19 Process Residuals

The amount of material that is not recycled due to characteristics such as size, shape, color, cross-material contamination, and which must be disposed as solid waste. Process residuals may include, but are not limited to, bulky items, contaminants, sorted tailings, floor sweepings, and rejects from specific processing equipment (e.g. materials cleaned from screens).

2.20 Processing

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

2.21 Processing Fee

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

2.22 Prohibited Materials

Items that are not allowed because they may contaminate the specific waste stream, cause an unsafe handling/management situation, or otherwise may harm the environment, as defined by applicable laws or regulations, or are otherwise not accepted by the Contractor.

Examples include, but are not limited to:

- Prohibited Recyclables: hypodermic needles, hazardous waste, plastic bags, etc.
- Prohibited Organics: non-compostable plastics or paper, recyclables, trash, etc.

2.23 Proposal Scenario

There are four types of proposal scenarios defined in this RFP:

-) Single-sort (RFP – specified)
-) Alternate scenario recycling collection (Proposer – specified)
-) Organics collection (RFP - specified)
-) Alternate scenario organics collection (Proposer – specified)

Proposers must clearly describe which scenarios they are proposing. Recycling and organics proposals must include both collection frequencies, as referenced in Section 7. Only minor changes are allowed to the RFP before becoming an alternate scenario.

2.24 Proposer

Companies, or teams of companies, that respond to this RFP according to the specifications in the RFP and who are determined to meet the minimum qualifications criteria.

2.25 Prospective Proposer

A company, or team of companies, that is considering submitting proposals in response to this RFP.

2.26 Recycling Facility

A materials recovery facility (MRF) where recyclable materials are received, stored, processed, and/or transferred to an end use market.

2.27 Revenue Sharing

The agreed upon percentage of net revenues that the Contractor will pay the City.

2.28 Set-out Rate Study

Set-out rates are defined as the percent number of residential curbside recycling and/or organics stops on any given collection day within a specified route over the total number of households served.

Contractor(s) shall conduct an annual study, in which rates are analyzed and documented for both recycling and organics collection during each year of the contract. Studies will take be conducted with collections in October (exact amount of time will be negotiated).

2.29 Single Family Household

Any residential building consisting of two or fewer separate dwelling units.

2.30 Single-Sort

A system where residents place their designated recyclables into one container. Recyclables are collected at curbside and transportation to a MRF, where they are processed and sorted into commodities for sale.

2.31 Yard Waste

Plant materials including grass clippings, leaves, weeds, garden plants, and brush and branches under four inches in diameter and four feet in length.

3 Contractor Selection Process and Schedule

To the best of its ability, the City will use the following schedule for its decision-making process. This timeline is subject to change.

Date	Task
Monday, October 21st, 2019	RFP published
Friday, November 8th, 2019, 4:00 pm	Deadline for prospective respondents to notify the City of their intent to propose
Friday, November 15th, 2019, 4:00 pm	Proposal submittal deadline
November 18 – December 10th, 2019	Proposal Review Process
Tuesday, January 14th, 2020, 7:00 p.m.	Richfield City Council vote to approve contractor or authorize negotiations with top ranked proposer(s)

3.1 Minimum Qualifications to be Eligible

Prospective proposers must have minimum qualifications to be considered as eligible to respond to this RFP. A prospective proposer must meet the following qualifications criteria to be considered eligible to respond:

-) Have provided residential curbside recycling services of similar size and scope to other municipalities in the Twin Cities Metropolitan Area.
-) Have adequate truck, personnel, communications, and management capacity to service the City of Richfield as per the specifications within this RFP.
-) Have documented contracts with one or more Material Processing Facilities (MRFs), own or operate a MRF, or have direct contracts with end users of recyclable materials that extend for the full period of the contract. The City reserves the right to examine the contracts and/or facilities to verify compliance with this requirement. *(Not required if only submitting organics proposal.)*
-) Have documented contracts with organics processors, own and/or operate an organics processing facility. *(Not required if only submitting recycling proposal.)*
-) Customer service center with dedicated personnel to service the City of Richfield's residents when they call in regarding recycling service issues.

If a prospective proposer does not meet these qualifications, the proposal will be rejected as not eligible. Only eligible proposals will be considered and evaluated by the City. The City retains the sole right to determine if a proposer meets the minimum qualifications. This judgment by the City shall be final and not contestable.

3.2 Intent to Propose and Clarification Process

Prospective proposers interested in responding to this RFP should notify the City no later than 4:00 pm on Friday, November 8th, 2019 by emailing the City's designated contact person, Rachel Lindholm, at rlindholm@richfieldmn.gov. Notifications should include the Proposer's contact person's name, title, address, phone number, and e-mail address. This will allow the City to maintain a list of companies that shall receive further communications from the City, if any (e.g., RFP addenda).

Requests for clarification, questions, or requests for information about this RFP or process must be submitted via email to the City's designated contact person between October 21st and November 8th, 2019 at 4:00 p.m.

3.3 Proposal Submittal Deadline

All proposals must be sealed and delivered to Richfield City Hall, 6700 Portland Avenue, Richfield, Minnesota 55423. **Proposals must be received no later than 4:00 p.m., Friday, November 15th, 2019, to be considered eligible.**

3.4 Restricted Communication

Respondents should only communicate with the City's designated contact person: Rachel Lindholm, Sustainability Specialist, at 612-861-9188 or rlinholm@RichfieldMN.gov. Any other unauthorized contact concerning this RFP with any other City staff, County staff, County consultant, or City Council Members may subject the Contractor to disqualification from further consideration. This restriction will be in effect from the date this RFP is released through the date of final Agreement execution unless modified by the City.

3.5 Trade Secret

Proposer may elect to submit data in a separate sealed envelope with a cover memo requesting that the enclosed data be classified as “nonpublic data” under the Minnesota Government Data Practices Act. The City will review the data to determine its correct classification.

3.6 Proposals to be Held as Non-Public

Only the company names of Proposers submitting proposals will be made public immediately after the proposals are received. All proposal documents shall be held as nonpublic data until the City completes the negotiations with the selected vendor, subject to the requirements of MN. Statute 13.591, Subdivision 3 (b), Data Practices Act.

3.7 Proposal Review

The City will review and analyze the details of the qualified submitted proposals, according to evaluation criteria in Section 14. The top proposer(s) will be recommended to the City Council.

3.8 City's Rights

Proposals may be rejected in whole or part. The City of Richfield 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 the evaluation criteria.
-) Negotiate specific work elements with the top ranked Proposer(s) into a final contract.

3.9 Negotiations

After approval from the City Council, City staff will negotiate terms of the contract with the Contractor ranked first by the proposal review process. If negotiations with the first ranked

Contractor are not successful, the City may then initiate negotiations with the second ranked Contractor, and so on.

3.10 Term of Contract

The term of the recycling contract is expected to be a period of five (5) years, May 4th, 2020 through May 2nd, 2025. The term of the organics contract is expected to be a period of five (5) years, May 4th, 2020 through May 2nd, 2025.

4 How to Submit Proposals

Ensure that all materials requested by the City are submitted by referencing the proposal content checklist (see Attachments). Proposals shall be submitted to the Sustainability Specialist at City Hall no later than 4:00 p.m. Friday, November 15th, 2019 in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: Recycling and/or Organics Services Proposal
City of Richfield
Attn: Rachel Lindholm
6700 Portland Avenue
Richfield, MN 55423

5 Proposal Content

Qualified proposals must include at least the following elements:

-) Statement of Proposer's qualifications.
-) Contact information of a representative who works for the Hauler who can respond to inquiries.
-) Completed price worksheets (Attachment B), including proposal for revenue sharing.
-) Completed questionnaire (Attachment C).
-) Copy of education tag, if applicable.
-) Statement of acceptance of the City's single-sort scenario specifications, organics scenario specifications or suitable alternate.
-) Statement of acceptance of annual public education flyer and collection schedule requirement
-) Statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation.
-) List of recycling materials proposed to be collected, if different from the City's designated recyclables in Section 2.12, and rationale for any proposed changes.
-) List of organic materials proposed to be collected, if different from the City's list in Section 2.19, and rationale for any proposed changes.
-) Any differences between proposed collection, processing, and public education services for single family dwellings and multi-family dwellings.

) Additional items referenced in the Attachment Checklist.

6 Proposal Scenarios

Recycling Proposers must submit proposals for:

-) Single-sort recycling weekly collection, and
- Single-sort recycling bi-weekly collection

Organics proposers must submit proposals for:

-) Organic material collection (mandatory participation), and
- Organic material collection (subscription-based participation)

An alternate scenario can be submitted. If an alternate scenario is proposed, it will be considered using the same evaluation criteria and process as the recycling or organics scenarios. Alternate proposals must have clear and complete descriptions of the proposed operations to be considered.

6.1 Single-Sort Scenario

To meet RFP requirements, proposers must submit a weekly and a bi-weekly single-sort proposal scenario. The single-sort system is one in which residents place their designated recyclables into one container for collection. Under this scenario, 95-gallon recycling cart shall be provided (and 65 and 35 gallon carts shall be available for residents upon request), assembled and maintained by the Contractor for each residential household for recyclable material storage and set-out.

6.1.1 Single-Sort Start Date

The start date for any new single-sort recycling contract, if such a contract is awarded by the City, shall be May 4th, 2020. Proposers may suggest an alternative “change date” to start the new single-sort recyclables collection service, but this must be clearly specified in their response to this RFP.

6.1.2 Cart Size

The default cart size shall be approximately 95 gallons. Proposers shall include their proposed policy for 35 gallon or 65 gallon recycling carts should a resident request a cart other than the default size. This proposed policy shall clearly describe the number of cart size “swaps” that residents are allowed to make each year. Proposers shall not differentiate the price of recycling by size of cart or quantity of carts.

6.1.3 Cart Color and Labels

Proposers must clearly specify their proposed single-sort cart color, lid color, hot-molded logos, and if applicable, resident recycling instructions label. An example of this label

(e.g., from another existing city recycling program) can be included in the proposal packet.

6.1.4 Cart Purchase, Ownership, Shipping, Assembly, Delivery, Inventory and Maintenance

The Contractor shall purchase, own, ship, assemble, deliver, store/inventory and maintain the carts. Please describe in the proposal how you plan to manage cart inventory, size switches, repairs, maintenance, new labeling, warranty work, etc.

Any deviation, variance or proposed change to this specification shall be defined as an “alternate scenario”. The alternate proposal changes shall be fully described in the response to this RFP.

6.1.5 Collection Frequency

Single-sort recyclables shall be collected every week or every other week. Collection must occur on the respective day of the week for each collection zone (Attachment A-1).

6.1.6 Walk-up or Garage-side Service

Proposer must provide 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. Contractor will bill customers directly for this service.

6.1.7 Truck-Side Materials Inspection / Quality Control

Proposers must adequately specify in their proposals how they plan to monitor material quality before or during unloading and manage prohibited items that residents may place in the recycling cart.

The City prefers that automated collection trucks and lifters be equipped with some form of monitoring system for the driver to observe the materials as the cart is being dumped into the hopper.

6.1.8 Public Education and Cart Roll-Out Schedule

The Contractor shall be responsible for purchase, production, and distribution of at least the following public education materials:

-) Recycling instructional brochure for residents.
-) Annual Recycling Public Education Flyer (see Section 15.24.1).
-) Recycling collection instructions for the City’s website.

This is the minimum list of public education materials that the Contractor shall provide. Proposers are encouraged to itemize additional public educational tools and concepts. Please describe these additional items thoroughly.

The City shall approve any and all public education content within any and all public education tools. The Contractor shall provide draft copy to the City of any content at least two weeks prior to final drafting and production of any public education tool.

Any recycling proposal must have a detailed and clear public education and cart roll-out schedule. This schedule must include Contractor and City deadlines for:

-) Final cart specifications (including details of cart color, lid color) to be proposed by the Contractor and approved by the City.
-) Cart order quantity (including specified overage to have in stock as excess inventory).
-) Contractor's draft content and camera-ready proof mock-up of a single-sort program brochure of instructions for residents.
-) Contractor's draft instructions content and graphics for the City to post on its website.
-) Contractor's plan for cart roll-out to residents.

6.2 Organic Material Scenario

Proposers that are responding to the Organics collection request must submit a weekly organics collection scenario.

The organics system is one in which residents place their organics into one container for collection. Under this scenario, 35-gallon cart shall be provided. The proposer shall collect the organics, transport, and unload at an organics processing facility.

6.2.1 Organics Collection Start Date

The start date for any organics contract, if such a contract is awarded by the City, is proposed to be May 4th, 2020. Proposers may suggest an alternative "change date" to start the new organics collection service, but this must be clearly specified in their response to this RFP.

6.2.2 Cart Size

The default cart size shall be approximately 35 gallons. Proposers shall include their proposed policy for 65 gallon organics carts should a resident request a cart other than the default size. This proposed policy shall clearly describe the number of cart size "swaps" that residents are allowed to make each year. Proposers shall not differentiate the price of organics collection by size of cart or quantity per household.

6.2.3 Cart Color and Labels

Proposers must clearly specify their proposed organic material cart color, lid color, hot-molded logos, and if applicable, resident organics recycling instructions label. An example of this label (e.g., from another existing city recycling program) can be included in the proposal packet.

6.2.4 Cart Purchase, Ownership, Shipping, Assembly, Delivery, Inventory and Maintenance

The Contractor shall purchase, own, ship, assemble, deliver, store/inventory and maintain the carts. Please describe in the proposal how you plan to manage cart inventory, size switches, repairs, maintenance, new labeling, warranty work, etc.

Any deviation, variance or proposed change to this specification shall be defined as an “alternate organics scenario”. The alternate proposal changes shall be fully described in the response to this RFP.

6.2.5 Collection and Frequency

Organic material collection must occur on the same day as recycling and trash collection. Organic material must be collected every week.

6.2.6 Walk-Up or Garage-side Service

Proposer must provide 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. Contractor will bill customers directly for this service.

6.2.7 Reporting

Proposers must adequately report how they will track set out rates, tonnages and contamination rates.

Proposers must report the name and location of their Organic Material Management Facility and provide contact information for an on-site contact.

6.2.8 Truck-Side Materials Inspection / Quality Control

Proposers must adequately specify in their proposals how they plan to monitor material quality before or during unloading and manage prohibited items that residents may place in the recycling cart.

The City prefers that automated collection trucks and lifters be equipped with some form of monitoring system for the driver to observe the materials as the cart is being dumped into the hopper.

6.2.9 Public Education and Cart Roll-Out Schedule

The Contractor shall be responsible for purchase, production and distribution of at least the following public education materials:

-) Organics collection instructional brochure for residents.
-) Annual Organics collection mailer to residents.
-) Organics collection instructions for the City's website.

This is the minimum list of public education materials that the Contractor shall provide. Proposers are encouraged to itemize additional public educational tools and concepts. Please describe these additional items carefully.

The City shall approve any and all public education content within any and all public education tools. The Contractor shall provide draft copy to the City of any content at least two weeks prior to final drafting and production of any public education tool.

Any organics proposals (whether RFP-specified scenario or "alternate scenario") must have a proposed detailed and clear public education and cart roll-out schedule. This schedule must include Contractor and City deadlines for:

-) Final cart specifications (including details of cart color, lid color) to be proposed by the Contractor and approved by the City.
-) Cart order quantity (including specified overage to have in stock as excess inventory).
-) Contractor's draft content and camera-ready proof mock-up of an organics program brochure of instructions for residents.
-) Contractor's draft instructions content and graphics for the City to post on its website.
-) Contractor's plan for cart roll-out to residents.

7 Price Worksheets and Questionnaire

Responsive Proposers must complete a price worksheet and questionnaire as part of each proposal they submit (Attachments B and C).

In addition, Proposers may also complete an "Additional Alternate" price worksheet (Attachment B.3) if their proposed system does not exactly fit into the City-specified recycling and/or organics collection. If alternate scenarios are proposed, the questionnaire (Attachment C) and "Additional Alternate" worksheet must be submitted for each scenario.

Price escalators, consumer price index increase and fuel surcharges are not allowed. Such annual cost changes shall be factored into the annual proposed prices for each year within the proposed term of the contract, as per the Price Worksheets in Attachment B.

8 Payment

8.1 Payment and Payment Processing

Contractor will submit invoices, and if approved, payments will be made based on the City’s normal disbursement schedule. The City processes all approved invoices within thirty (30) days of receipt. The City may withhold payment to Contractor for the following reasons (but not limited to): defective work, failure to meet obligations under Agreement and damages.

Contractor shall submit itemized bills for collection services provided to the City by 15th day of each month for the previous month. Bills submitted shall be paid in the same manner as other claims made to the City.

8.2 Payment Responsibilities

The City will invoice customers directly for the collection service fee on a per household basis for recycling and organics collection, in accordance with collection price worksheets. Contractor shall invoice customers directly for any extra collection, walk-up service, bulk waste or electronic waste collection services.

9 Revenue Sharing

All qualified proposals shall state explicitly if the Proposer is electing to participate in revenue sharing with the City. If the City awards the contract to a Proposer that elected to propose revenue sharing, and if the final contract negotiated includes revenue sharing, the Contractor shall, every month, rebate an amount to the City based on the proposed formula.

The proposers shall use the following splits and tonnages in calculating revenue share:

Commodity	Percentage of recycled ton
Aluminum UBC	2.3
Tin	1.7
Steel cans	0.8
OCC	15.1
ONP	17.1
Mixed Paper	25.8
Aseptic Packaging	.4
Plastic #1 PET	4.3
Plastic #2 HDPE Natural	1.5
Plastic #2 HDPE Colored	2.5

Plastic #5 PP	0.7
Mix Plastic (#3-#7)	1.8
Rigid Plastics	0.0
Glass cullet	21.0
Residual Garbage	5.5
Total/Gross Revenue per ton	100.0%

9.1 Traditional Revenue Sharing Formula

The City specified revenue sharing formula for purposes of this RFP consists of the following provisions:

Revenue sharing shall be on all fiber grades, aluminum, steel cans, plastic bottles and glass. The percent revenue share and processing fees shall be individually specified for each of these commodities as outlined in the attached price worksheets (Attachments B.1 and B.2).

The basic components of the revenue sharing formulae for most of the commodities include:

-) Published industry end market “index” (\$ per ton based on specified commodity grades);
-) Proposed percent revenue share (%) by commodity;
-) Proposed processing fee (\$ per ton) by commodity; and
-) Estimated commodity tonnage volumes (tons per month).

The City has a stated preference for using published indexes as a means to simplify the accounting of proposed revenue share. The commodities and corresponding published indexes for revenue sharing are listed below:

Commodity	Published Index
All Fiber Grades	RecyclingMarkets.net – Secondary Fiber Pricing for sorted, baled material www.recyclingmarkets.net/secondaryfiber/Midwest/CentralRegion
Aluminum, Metal and Plastics	RecyclingMarkets.net - Secondary Materials Pricing for sorted, baled material www.secondarymaterialspricing.com Chicago (Midwest/Central Region)
Glass (all colors)	RecyclingMarkets.net - Secondary Materials Pricing www.secondarymaterialspricing.com Chicago (Midwest/Central Region)

A per ton payment of commodities collected from the City based on revenues received less the proposed processing cost per ton. Proposers must state on the price worksheet what percent of actual revenue will be used for the “gross revenue” (Attachment B.1.1) and the proposed processing cost per ton (Attachment B.1.2).

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 rebate to the City, adequate documentation of the corresponding monthly tonnage of all 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 (or statements of actual glass revenue) with each monthly statement. The Proposers shall provide a detailed explanation of how they will calculate the tonnage amounts, including provision of weight reports.

All proposal scenarios must contain a percent revenue share offer for all specified commodities as described immediately above (Attachment B.1.1). Proposers may offer from zero (0) percent to 100 percent revenue share.

At no time shall the City’s cumulative total net revenue share monthly credit be less than zero (\$0) i.e., the City shall not pay a cumulative total (including all commodities) “negative” revenue share credit back to the Contractor.

Revenue share:

Gross Revenue per Ton minus (-) the Total Processing Fee equals (=) Net Revenue
Net Revenue multiplied (x) City Revenue Share (example of 50%) = Revenue Share per Ton
Revenue Share per Ton (x) Total Tons Recyclables collected = Revenue Share Paid to City.

Hypothetical Example #1 of how the specified revenue sharing works follows.

Assume:

-) Published industry market index for old newspaper (ONP) = \$30 per ton from RecyclingMarkets.net
-) Proposed revenue share = 50% for all paper grades;
-) Proposed processing fee = \$25 per ton, and;
-) Estimated amount of tons of all grades of paper for the month = 285 tons.

Therefore, the monthly credit for paper back to the City would be = \$712.50

Or: $(\$30 - \$25) \times 285 \times 50\%$

Hypothetical example #2 of how the specified revenue sharing works follows.

Assume:

-) Published industry market index for old newspaper (ONP) = \$20 per ton from RecyclingMarkets.net
-) Proposed revenue share = 50% for all paper grades;
-) Proposed processing fee = \$25 per ton, and;

) Estimated amount of tons of all grades of paper for the month = 285 tons. Therefore, the monthly credit for paper back to the City would be = \$0.00 because the revenue sharing credit for the month (on a cumulative basis, of all commodities) cannot be negative. Or: $(\$20 - \$25) \times 285 \times 50\%$.

The RFP-specified revenue sharing formulae for the single-sort scenario requires the use of published industry market indexes for paper, cans and plastic bottles. Prospective Proposers may propose to use “actual sales” prices for their proposed revenue sharing formulae for paper, cans, and plastic commodities only under the proposal alternate scenario. (Attachment B.3.)

The City or the Contractor may propose other 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.

9.2 Other Revenue Sharing Formula as “Alternate Proposals”

The City will accept alternate proposals with a different revenue sharing formula. It must be clearly described, with examples to illustrate how it will work in strong and weak market conditions.

Examples of alternate revenue sharing proposals could include (but are not limited to):

-) Additional commodities with corresponding market indices.
-) Fewer commodities.

10 Optional Services (Not required)

There is no advantage to including optional services and no disadvantage to excluding such options.

10.1 Separate Collection of Bulky Items (non-electronic)

Proposers may include the option for separate curbside collection of bulky items. Proposals should indicate the frequency of collection (as needed, once a year, one item per year, etc), and additional pricing, if applicable. Proposers should submit a list of items accepted as part of the proposal, which will be made available to residents. The Contractor shall have a duty to transport the items to the appropriate facility permitted to recycle such materials. The Contractor shall indemnify the City from any liability from not recycling, or incorrectly recycling such items.

10.2 Separate Collection of Electronics

Proposers may include the option for separate curbside collection of electronics. The Contractor would charge separately for the extra service on a fee basis by invoicing the

resident directly. The Contractor shall have a duty to transport the electronics to the appropriate facility permitted to recycle such materials. The Contractor shall indemnify the City from any liability from not recycling, or incorrectly recycling such electronics.

11 Contractors May Cooperate with Other Companies

It is understood 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 recycling services.

Multiple contractors may team 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.

12 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 Proposer shall become part of the contractual obligations and be incorporated by reference into the ensuing contract. If any provision of the contract is in conflict with the referenced RFP or proposal, the contract shall take precedent.

13 Evaluation Criteria

The City's will objectively evaluate the proposals submitted to determine the best proposal for the City and its residents. Single-sort recycling proposals or Alternate proposal or Organics proposal or Alternate Organics proposal will be treated as fairly and equitably as possible.

The following are the evaluation criteria:

-) Proposal meets the requirements of the RFP
-) Proposal price
-) Questionnaire responses
-) References (performance for other cities)
-) Educational materials and plan
-) Facilities to provide recycling, material recovery, or organics processing
-) Innovations to: collection safety, general collection and/or processing; traffic and truck counts

14 General Requirements for Collection

The following requirements are pertinent to all recycling and organics collections.

14.1 Contractor Service Requirements

The Contractor agrees to provide residential curbside recycling and organics collection services described herein and as described in the Proposal and Attachment A: "Recycling Collection Zones" map.

14.2 Contractor Licensing Requirements

All Contractors are required to obtain a license issued by the City and must have required County and State licensing for all vehicles and personnel.

14.3 Missed Collections

The Contractor shall have a duty to pick up missed recycling collections. The Contractor agrees to pick up all missed collections on the same day the Contractor receives notice of a missed collection, provided notice is received by the 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, the Contractor agrees to pick up that missed collection before 4:00 p.m. on the following business day.

14.4 Severe Weather

The Contractor may postpone recycling collections due to severe weather at the sole discretion of the Contractor. "Severe Weather" shall include, but shall not be limited to, those cases in which snow, sleet, ice or cold, or in which the temperature at 6:00 a.m. is minus twenty (-20) degrees Fahrenheit or colder, might jeopardize the safety of the Contractor's staff or result in unsafe driving conditions. If collections are so postponed, the Contractor shall notify the City by 7 A.M. Upon postponement, collection will be made the next calendar day.

14.5 Collection Hours and Days

The City requires that all recyclable collections begin no sooner than 7:00 a.m. and shall be complete by 10:00 p.m. Furthermore, the City requires scheduled collection days to be Monday through Fridays following an established collection day schedule (Attachment A-1) with delayed collection allowed due to holidays. The Contractor may request a one-time City authorization of exceptions to these time and day restrictions (e.g., pursuant to the "Severe Weather" provision above). The Contractor must request such exception prior to the requested collection event and specify the date, time and reason for the exception.

If the Contractor determines that the collection of recyclables will not be completed by 10:00 p.m. on the scheduled collection day, the Contractor shall notify the City by 3:30 p.m. that same day. The Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion. If the City's contract-designated contact person cannot be reached, the Contractor will call Environmental Health at 612-861-

9880.

14.6 Monthly Complaints Report

The Contractor shall provide the City with a list, monthly, of all customer complaints, including a description of how each complaint was resolved.

14.7 Vehicles

All collection vehicles will comply with EPA and DoT emission standards. Contractors must indicate what model and year vehicles they will be using in their fleet.

14.8 Weighing of Loads

Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. Weight data shall be kept on file and made available for inspection upon request by the City and used to generate the monthly and annual reports.

14.9 Procedure for Handling Non-Acceptable Materials

Proposers must adequately specify in their proposals how they plan to manage prohibited items that residents may place in the recycling or organics cart.

The City's preferred procedure is that the contractor leaves the non-acceptable materials in the curbside bin and leaves an "education tag" indicating acceptable materials and the proper method of preparation. The driver would record the address and the Contractor would report the address to the City the next business day and include the address with the monthly report.

14.10 Set-Out Rate Studies

The Proposer shall state how they propose to measure set-out rates (e.g., stop counts for each collection on each route, etc.) Final details of the study (including length) can be negotiated as part of the final contract. The City will have final approval of the set out rate study methodology before it is implemented.

Any costs of set-out rate studies will be incurred by the Contractor.

14.11 Monthly & Annual Reports and Studies

14.11.1 Monthly Reports

At minimum, the recycling Contractor shall include the following information in its monthly reports:

-) Gross amounts of materials collected, by recyclable material (in tons)
-) Net amounts of materials marketed, by recyclable material (in tons)
-) Amounts of "process residuals" disposed (in tons)

-) Revenue share credits back to the City
-) Customer complaints, including a description of how each complaint was resolved

14.11.2 Annual Reports

At minimum, the recycling Contractor shall include the following information in its annual report:

-) Trends in total City recyclables tonnages, materials composition, recovery rates (i.e., pounds per household), contamination rates as collected, residuals rates from the recycling facility, set-out rates from any studies.
-) The MRF(s) where recyclable materials were delivered.
-) Discuss other opportunities for improvement during the remaining years under the existing contract and create roles and timelines for agreed upon improvements.
-) Recap of action and improvement on opportunities identified at previous annual meeting.
-) Discuss City staff recommendations for Contractor's service improvements.
-) Number of recycling carts by size

At minimum, the organics Contractor shall include the following information in its annual report:

-) Annual sum total of materials collected in tons
-) Residential set-out rates
-) Number of organics carts by size
-) The organic material management site(s) where organic material was delivered.

Monthly reports shall be due to the City by the 15th day of each month. Annual reports shall be due by April 31 for the year preceding. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's recycling and/or organics programs (e.g., public education, multifamily recycling).

14.12 Ownership of Recyclables

Ownership of the recyclables shall remain with the person placing them for collection until Contractor's personnel or collection vehicle system physically touches them for collection, at which time the ownership of the recyclables shall transfer to Contractor.

14.13 Scavenging Prohibited

Richfield City Code 601.17 states: It is unlawful for any person or business to scavenge or otherwise collect garbage, refuse, yard wastes, or designated recyclables (excluding newspaper) at the curb or from recycling containers) without a license from the City and an account relationship with the owner of the premises.

14.14 Cleanup of Spillage or Blowing Litter

The Contractor shall clean up any material spilled or blown during the course of collection and/or hauling operations, including cart tipping operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. Designated recyclables shall be transported in a covered vehicle so that the recyclables do not drop or blow onto any public street or private property during transport.

14.15 Recyclable Materials are Required to be Transported to Markets; Disposal Prohibited

Upon collection by the City's recycling Contractor, the City's Contractor shall deliver the designated recyclables to a recycling facility, an end market for sale or reuse, or to an intermediate collection center for later delivery to a recycling facility 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.

14.16 MRF Reports to MN Dept. of Revenue

A copy of the latest annual recycling facility report submitted to the Minnesota Department of Revenue shall be provided as part of the proposal in response to this RFP. These reports are for recycling facilities seeking exemption from solid waste management taxes pursuant to Minnesota Statutes 297H.06. If a prospective Contractor utilizes the processing services of another company's facility, the latest MN Department of Revenue report of that subcontractor's facility shall be submitted as part of your proposal. The successful Contractor shall submit copies of any future MN Department of Revenue facility reports as part of annual reports to the City.

14.17 Processing Facilities Must be Specified

The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for all City material collected. The proposals must clearly specify the location(s) of the recyclables and/or organics 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.

14.18 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 allow the City or its designee to participate in the sampling and analysis and shall provide the City with a copy of each such analysis.

14.19 Estimating Process Residuals

The Contractor shall provide the City a written description of the means to estimate process residuals 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.

14.20 Lack of Adequate Market Demand

In the event that the market for a particular recyclable ceases to exist, or becomes economically depressed for more than a twelve (12) month period such that it becomes economically unfeasible to continue collection, processing and marketing of that particular recyclable, the City and the Contractor will both agree in writing that it is no longer appropriate to collect such item before collection ceases. The Contractor shall pay the costs of all disposal of any item collected that is deemed not recyclable by Contractor and the City due to lack of adequate market demand. The Contractor shall also pay costs incurred for any communication/education materials sent to residents informing them of the end of collection of any particular recyclables that were previously collected.

The City and Contractor shall specify a date in this written contract amendment to cease collection of the recyclable item in question. The Contractor shall at all times be under a duty to minimize recyclables ending up in landfill or disposal at other facilities receiving mixed municipal solid waste. If disposal of any recyclable commodity becomes necessary, upon receiving prior written permission from the City, the Contractor shall dispose of the recyclable materials at a facility specified in writing by the City or an alternative agreed upon by the City and the Contractor.

14.21 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 in writing, the City will initiate the contract termination procedures.

14.22 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. These amounts will be for liquidated damages for losses suffered by the City and not for penalties.

-) Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner: \$50 per incident.
-) Failure to collect properly notified missed collections: \$250 per incident.
-) Failure to provide monthly and annual reports, including composition analysis: \$100 per incident.
-) Failure to complete the collections within the specified time frames without proper notice to the city: \$100 per incident.
-) Failure to clean up from spills or blowage during collection operations: \$200 per incident.
-) Failure to report on changes in location of recyclables processing operations: \$250 per incident.
-) Failure to provide written description of the means to estimate relative amount of process residuals derived from the City's recyclables: \$250 per incident.
-) Exceeding any maximum process residuals rate that may be negotiated as part of a final contract agreement: \$500 per exceedance.
-) Failure to receive City written approval of changes to the collection and processing systems prior to implementing any such change: \$2,000 per incident.
-) Failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics: \$250 per incident.
-) Failure to provide adequate notice to a resident refused for collection service for cause: \$25 per incident.
-) Missing entire blocks/neighborhood. A missed block is defined as a block where residents from at least three (3) households within two (2) intersections of that block independently report that their material was out before 7:00 am and was not picked up: \$250 per incident.
-) Collection Zone collection not completed. The failure to complete a majority (50% or more) of pickups within the Collection Zone on the scheduled collection day without following proper notification procedure: \$2,000 per incident.

14.23 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 setout requirements. The Contractor shall publish and distribute, on an annual basis, the detailed recyclables preparation instructions as part of an annual public education flyer. The Contractor shall confer with the City on a draft of the flyer before finalization and printing.

14.24 City Shall Approve Contractor's Public Education Literature

The Contractor shall conduct its own public education to increase participation and improve compliance with specified resident preparation instructions. Proposers must adequately explain their proposals for public education efforts. At minimum, this shall include

production and distribution of an annual flyer to each home. This could also include education tags left with any rejected material.

The Contractor must 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. Please describe in sufficient detail and include examples from other existing City programs.

14.24.1 Annual Recycling Public Education Flyer

The contractor shall provide and mail, at its expense, an annual public education flyer. The flyer shall include an annual calendar with collection schedule, a holiday collection schedule, list of materials to include for recycling collection, list of materials that cannot be recycled in the City's program, how to prepare materials for collection, and a paragraph of information provided by the City of Richfield Sustainability Specialist regarding recycling in Richfield. The Contractor must receive approval of the flyer from the City before printing. The Contractor will also provide extra flyers or a PDF version to the City.

14.25 Termination of Existing Residential Contracts

Individual contracts for recycling or organics service that exist between residents/building management and haulers will end Friday, May 1st, 2020 (date is subject to change if service start date changes). If a resident has already paid for service extending past that date, they will be reimbursed by their hauler for services not rendered (collection for May 2020 and beyond).

Process, timeline, and other details for removing existing carts will be discussed during negotiations, at which point more details about service implementation will be known.

15 Insurance and Other Legal Requirements

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance policy(s) required shall be primary and non-contributory to any other valid and collectible insurance available to the City with respect to any claim that may arise out of Contractor's performance. All insurance policies must be in force on the date of execution of the contract and remain continuously in force for the duration of the contract. Before commencing services under any agreement, Contractor must submit certificates of all insurance showing that the specified requirements have been met and naming the City as an additional insured. Contractor may not begin any work until the City has reviewed and approved the insurance certificates and has notified the Contractor of that in writing. Contractor must provide the City thirty (30) days' written notice of any change or cancellation of insurance. An umbrella or excess liability insurance policy may be used to meet the requirements of the required policy(s).

15.1 Workers Compensation Insurance

Workers Compensation insurance shall meet the statutory obligations with Coverage B-Employers Liability limits of at least \$1,000,000 for any claim.

15.2 Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$2,000,000 per occurrence; \$2,000,000 annual aggregate; and \$2,000,000 products-completed operations. The following coverages must be included: personal and advertising injury; premises and operations bodily injury and property damage; blanket contractual liability; and products and completed operations liability. The policy shall be on an "occurrence" basis.

15.3 Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covering all owned, non-owned, and hired automobiles with limits of at least \$2,000,000 per accident. The policy shall provide full insurance to cover all of Contractor's operating exposure including but not limited to the picking up of materials and the operation of vehicles.

15.4 Environmental Liability Insurance

The Contractor shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to this services agreement. Limits of liability shall be no less than \$5,000,000 per occurrence and \$5,000,000 aggregate, and shall continue for a two-year period following termination of the Agreement.

15.5 Transfer of Interest, Non-Assignability

The Contractor shall not assign any interest in the contract, and shall not transfer any interest in the contract, either by assignment or notation, without the prior written approval of the City. The Contractor shall have no right to assign or transfer its rights and obligations under said agreement without written approval from 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.

15.6 Bonds: Performance and Payment

The contract shall specify requirements for a performance and payment bonds to be called in the case of the Contractor's failure to perform or pay for contracted services. The performance and payment bonds shall be a minimum of \$150,000 each and shall be held by a company of the City's approval.

15.7 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

Once negotiations begin, the City will provide draft contract language to the preferred Contractor to address other standard legal requirements. (Note: These requirements may include, but not be limited to: specification for performance bond, prevailing wage; anti-trust, arbitration, human rights, and City administrative ordinance.)

15.8 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.

15.9 Hold Harmless

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.

15.10 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.

15.11 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of seven years after the resolution of all audit findings. Records for non-

expendable property acquired with funds under this contract shall be retained for seven years after final disposition of such property.

15.12 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.

Proposals are private or nonpublic until the time and date specified in the solicitation that the proposals are due, at which time the name of the responder becomes public. All other data in a responder's response to a request for proposal are private or nonpublic data until completion of the evaluation process. For purposes of this section "completion of the evaluation process" means that the City has completed negotiating the contract. After the City has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response.

15.13 Inspection of Records

All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its designees 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.

15.14 Applicable 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 Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

15.15 Contract Termination

The City may cancel the Contract if the Contractor fails to fulfill its contractual obligations in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured after 60 days written notice to the Contractor has been provided. The City shall pay Contractor all compensation earned prior to the date of termination 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, route maps,

route notes, 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. The Contractor shall owe to the City any and all revenue share for recyclable materials collected under the Contract but not yet marketed at the time of contract termination.

15.16 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.

ATTACHMENTS

PROPOSAL CONTENT CHECKLIST

Prospective Contractors shall complete and submit this checklist.

Items listed are mandatory unless noted otherwise.

Two (2) bound copies of the proposal

One (1) electronic copy of the proposal

(formatted in Microsoft Word or a suitably compatible alternative)

Attachment C - Questionnaire

Attachment D - Signature Page

Description of all subcontractors (if applicable)

Proposed Price Worksheets - Attachments B.1 through B.3

(Please submit proposed price worksheets in a separate sealed envelope.)

B.1.1 Proposed Percent Revenue Sharing Worksheet

B.1.2 Proposed Processing Fees Worksheet

B.2 Collection Service Fees Worksheets

B.2.1 Single-sort recycling Collection
(weekly and every other week collection)

B.2.2 Organics material Collection
(subscription and mandatory collection)

B.3 Proposer's Alternate Scenario (Not required):

B.3.1 Complete Description of Alternate System

B.3.2 Proposed Alternate Percent Revenue Share

B.3.3 Proposed Alternate Processing Fees

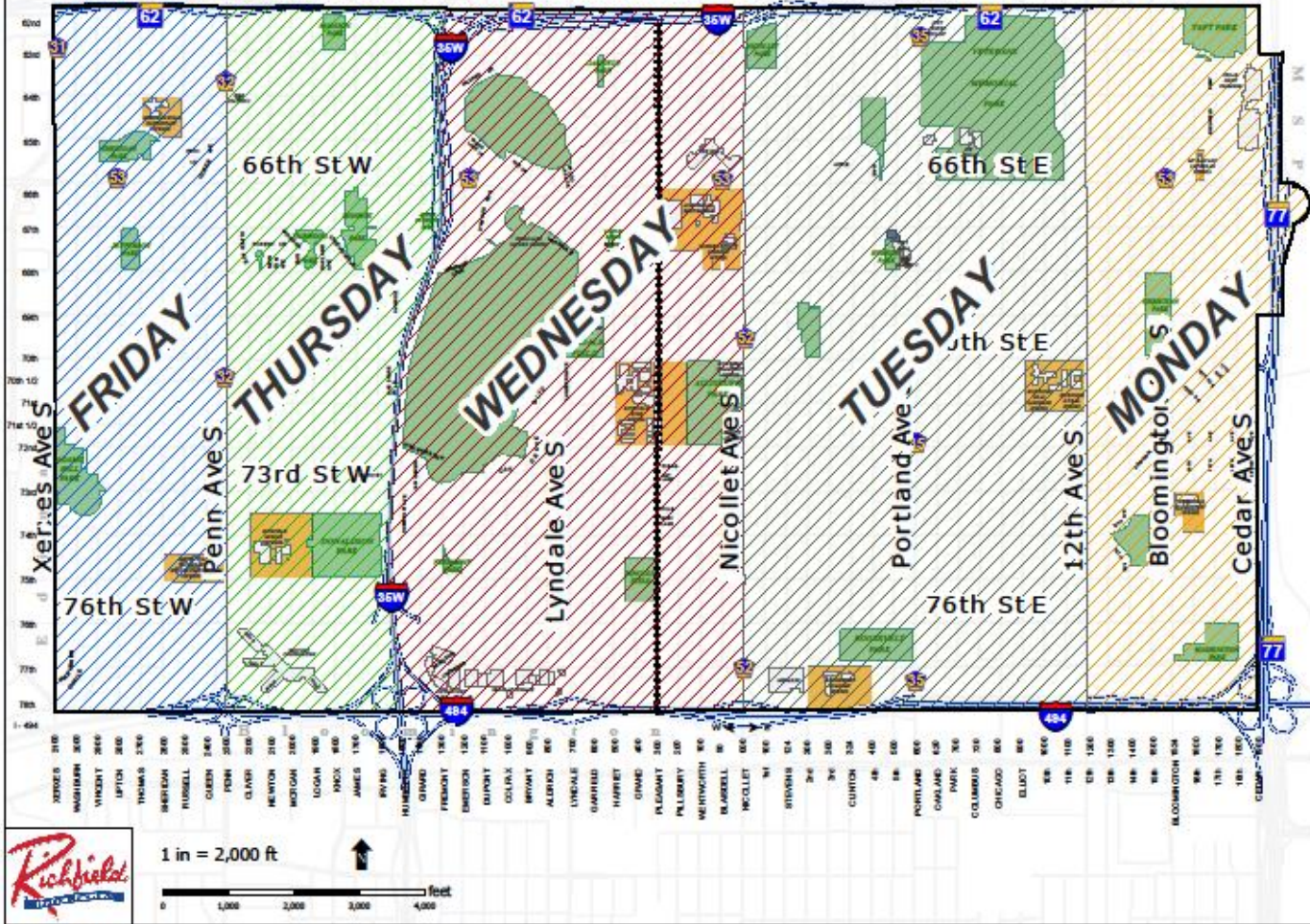
B.3.4 Alternate Collection Service Fees Worksheet

Proof of ability to provide insurance

Additional items referenced in Section 6

ATTACHMENT A-1
Weekly Collection Schedule/Map

Collection Days: City of Richfield



Date: 9/24/2019

ATTACHMENT A-2
Every Other Week Collection Schedule/Map

Please propose an Every Other Week collection schedule and if necessary, provide a map with delineated boundaries (either based on Attachment A-1 or otherwise).

Please note if you intend to use the current every other week schedule which is also the map and schedule shown in A-1.

ATTACHMENT B: Price Worksheets

Company Name: _____

Contact person/Title: _____

Address: _____

Phone: _____

E-mail: _____

ATTACHMENT B.1

Revenue Sharing Formula and Processing Fee Price Worksheets

B.1.1 Proposed Percent Revenue Share and

B.1.2 Proposed Processing Fees

Revenue share is the percent of gross material sales after the processing fees. This revenue share and processing fee is guaranteed and shall not be amended without a written agreement.

	2020-21	2021-22	2022-23	2023-24	2024-25
% Revenue Share	____%	____%	____%	____%	____%
Processing Fee/ton	\$____	\$____	\$____	\$____	\$____

ATTACHMENT B2: Collection Service Fees

These price schedules are guaranteed and shall not be amended without a written agreement. Note: The fixed revenue sharing formulae proposed in Attachments B.1.1 and B.1.2 shall be assumed to be separate and in the form of a monthly credit back to the City. Collection days shall be assumed to be the current specified collection days unless otherwise stated within an alternate proposal scenario within B.3.1.

B.2.1 Recycling

Weekly Collection

Proposed price per household for single-sort curbside collection service per month (weekly collection) from April 6, 2020 through April 30, 2025.

Service	Cost / Household / Month				
	2020-21	2021-22	2022-23	2023-24	2024-25
Weekly Single-Sort Collection	\$_____	\$_____	\$_____	\$_____	\$_____

Every Other Week Collection

Proposed price per household for single-sort curbside collection service per month (biweekly collection) from April 6, 2020 through April 30, 2025.

Service	Cost / Household / Month				
	2020-21	2021-22	2022-23	2023-24	2024-25
EOW Single-Sort Collection	\$_____	\$_____	\$_____	\$_____	\$_____

Extra Collection of Recyclables

Contractor will bill customers directly for the cost of extra collections as defined in 2.14.

Description	Cost / Extra Collection				
	2020-21	2021-22	2022-23	2023-24	2024-25
Extra Collection per occurrence	\$_____	\$_____	\$_____	\$_____	\$_____

Recycling Cart Distribution

A certain number of cart distributions per month (proposed by Proposer, see 7.1.2) will be at no cost to the City, with charges occurring after exceeding that number. This charge does not apply to citywide initial rollout of carts.

Proposed number of free cart swaps per month: _____

Service	Cost / Cart Swap				
	2020-21	2021-22	2022-23	2023-24	2024-25
Cart Distribution	\$_____	\$_____	\$_____	\$_____	\$_____

Walk-up Service

Contractor shall make available walk-up service to every customer, as an extra service beyond the standard City service at the prices set forth below. Contractor will bill customers directly.

Description	Cost / Household / Month				
	2020-21	2021-22	2022-23	2023-24	2024-25
Walk-up Service	\$_____	\$_____	\$_____	\$_____	\$_____

B.2.2 Organic Material Weekly Collection

Mandatory Participation

Proposed price per household for organics curbside collection service per month (weekly collection) from April 6, 2020 through April 30, 2025.

Service	Cost / Household / Month				
	2020-21	2021-22	2022-23	2023-24	2024-25
Weekly Collection	\$_____	\$_____	\$_____	\$_____	\$_____

Subscription-based Participation

Proposed price per participating household (number currently unknown) for organics curbside collection service per month. Please include multiple prices based on a range of households participating, using more tables or sheets as needed.

Service	Cost / Household / Month				
	2020-21	2021-22	2022-23	2023-24	2024-25
Weekly Collection	\$_____	\$_____	\$_____	\$_____	\$_____

Extra Collection

Contractor will bill customers directly for the cost of extra collections as defined in 2.14.

Description	Cost / Extra Collection				
	2020-21	2021-22	2022-23	2023-24	2024-25
Extra Collection per occurrence	\$_____	\$_____	\$_____	\$_____	\$_____

Organics Cart Distribution

A certain number of cart distributions per month (proposed by Proposer, see 7.2.2) will be at no cost to the City, with charges occurring after exceeding that number. This charge does not apply to citywide initial rollout of carts.

Proposed number of free cart swaps per month: _____

Service	Cost / Cart Swap				
	2020-21	2021-22	2022-23	2023-24	2024-25
Cart Distribution	\$_____	\$_____	\$_____	\$_____	\$_____

Walk-up Service

Contractor shall make available walk-up service to every customer, as an extra service beyond the standard City service at the prices set forth below. Contractor will bill customers directly.

Description	Cost / Household / Month				
	2020-21	2021-22	2022-23	2023-24	2024-25
Walk-up Service	\$_____	\$_____	\$_____	\$_____	\$_____

ATTACHMENT B.3

Proposer’s Alternate (Not required)

Proposers may suggest an alternate collection/processing scenarios and/or revenue sharing scenarios. To be considered eligible, proposals must be complete. The alternate scenarios submitted must have a complete system description (Attachment B.3.1). The proposer must complete the price worksheets in Attachments B.3.2, B.3.3, and B.3.4 or suitable equivalents. Implied or unstated alternate provisions will be deemed as non-responsive and therefore not acceptable and may be grounds for the City to reject the alternate proposal.

Any differences compared to the dual-sort and single-sort RFP scenarios and revenue sharing requirements (as specified within this RFP) must be clearly and explicitly stated.

B.3.1 Complete Description of Alternate System

Please attach separate sheet. The description must include adequate details about: collection methods, frequency, schedules (e.g., days of the week), processing operations, differences in marketing tactics, etc.

B.3.2 Proposed Alternate Percent Revenue Share

-) Specify materials covered by this alternate scenario.
-) Specify revenue share formula if different than RFP defined.

B.3.3 Proposed Alternate Processing Fees

Revenue share is the percent of gross material sales after the processing fees. This revenue share and processing fee is guaranteed and shall not be amended without a written agreement.

	2020-21	2021-22	2022-23	2023-24	2024-25
% Revenue Share	____%	____%	____%	____%	____%
Processing Fee	\$____	\$____	\$____	\$____	\$____

B.3.4 Alternate Collection Service Fees

Our proposed price under this alternate scenario for curbside collection service per month from April 6, 2020 through April 30, 2025 for the City shall be:

Price Per _____ (specify units of payment)				
2020-21	2021-22	2022-23	2023-24	2024-25
\$____	\$____	\$____	\$____	\$____

This price schedule is guaranteed and shall not be amended without a written agreement. Proposals with alternate pricing mechanisms other than “dollar per household” (e.g., dollar per ton) must provide explicit descriptions of the alternate methods of service measurement, documentation, verification and payment.

All prices in B.3.4 are for the collection service component only. The fixed revenue sharing proposed in Attachments B.3.2 and B.3.3 shall be assumed to be separate and in the form of a monthly credit back to the City.

ATTACHMENT C – Questionnaire

Please provide requested information to the items listed below. All questions should be answered fully in order to provide the City with an understanding of the services you would provide. Information and answers can be attached on separate sheets as needed.

1. Contact Information of Proposer (organization name, address, telephone number, email, website, and contact person)
 - a. If this is a teaming arrangement, list all team members and contact information for each member.
2. Are you currently a Licensed Solid Waste Collector with the City? If not, do you intend to do so prior to a contract being signed?
3. Provide names and titles of key personnel and related tasks they would perform during the transition and during the term of the Agreement. Include personnel that would handle Richfield during operation of recycling service.
4. How many years have you been engaged in residential recycling and/or organics collection?
5. List current and past municipal recycling and/or organics contracts you have had in the past 15 years. If applicable, list the date when the contract ended and the reason for the loss of a contract.
6. Provide contact information (organization name, contact person, email address, phone number) for three references from cities where you have recently provided residential recycling services of similar size and scope. Include: number of households served, contract structure between the organization and current status, summary of service level (e.g., weekly or Every Other Week curbside recycling in carts, etc.).
7. Describe any new contracts you have recently begun in the last 5 years. Provide a detailed list of the steps you took to ensure the contract transition was successful both from a field and customer service perspective. As a new provider, what issues or problems did you encounter and how did you deal with them? What challenges do you expect with this contract?
8. What is your plan for transition of operations between current operations and new Contract operations? Describe proposed timing of these transitions including: truck acquisition (if needed), cart acquisition and delivery to residents, public notices, etc.
9. List company, locations, and contact person for the processing facility for recyclables and/or organic materials.

10. How do you minimize missed pickups when starting a new contract and when new drivers are added during the contract?
11. List the number, type/model, capacity, fuel type, and age of collection vehicles that will be used for collection. Will there be additional vehicles available should one break down during service?
12. What new technologies or innovations have you added or are you considering adding to vehicles to better track materials, contamination, collection problems, etc. in the field?
13. Describe the methods you propose to use to perform recycling set-out rate studies.
14. Describe your interest and capability of adding materials in the future. Please note the types of materials that may be included in the future.
15. Describe education proposals to increase participation and volume of recycling and/or organics collected, both initially and over the term of this contract.
16. State your means to estimate process residuals from your (or subcontracted) recycling facility.
17. What techniques, controls, and other innovations will you employ to increase efficiency and maximize material quality and revenues?
18. Describe how you will staff and deliver excellent customer service for this contract, both with the City and with residents who call in regarding recycling issues. Including information regarding service during route collection and office support, location, and hours of your customer service call center.
19. Describe plans for processing and marketing recyclables and/or organics collected.
20. State your company safety philosophy. Provide written, signed confirmation that all required safety plans are on file and available for review upon request. Include your safety manager's name and contact information (i.e., phone number, e-mail) in the proposal.
21. Describe any current or future environmentally sustainable initiatives in the Twin Cities Metropolitan Area that are currently a part of your company's business operations. Please include a copy or link to your company's Sustainability Plan if you have one.
22. Describe your plans for reducing greenhouse gas (GHG) emissions as part of the proposed services for the City of Richfield. Itemize your GHG emission reduction plans in terms of the following four categories of the recycling system:

-) On-route, curbside collection operations in the City of Richfield (e.g., route efficiencies, operator instructions and other driver policies, fleet maintenance, fuel types, and other transportation related measures directly related to curbside recycling operations).
 -) Recyclables materials processing operations in the TCMA (e.g., overall processing efficiencies, alternative means to reduce process residuals, facility energy efficiency, and other measures directly related to operation of your recycling facility or your subcontractor's recycling facility).
 -) Materials transportation to market (e.g., location of end markets, transportation logistics, etc.).
 -) Selection of end markets and their own efficiencies (e.g., overall production efficiencies, alternative means to reduce residuals from end use markets, etc.).
23. Provide an example of Contractor's monthly and annual reports. Include efforts to expand recyclable markets, set out rates, summary of market trends, contractor recommendations for improvements in city recycling program.

ATTACHMENT D - Signature Page

Project Title: City of Richfield Residential Recycling Services

Proposals Due: **By 4 PM on Friday, November 15th, 2019**

PROPOSAL SUBMITTED BY:

Signature: _____

Name/Title: _____

Firm Name: _____

Mailing Address: _____

City/State/Zip: _____

Official Contact Person: _____

Phone Number(s): _____

Email Address: _____

PROPOSALS WILL BE ACCEPTED AT:

**Enclosed: Recycling and/or Organics Services Proposal
City of Richfield
Attn: Rachel Lindholm
6700 Portland Avenue
Richfield, MN 55423**

No later than 4:00 p.m. Friday, November 15th, 2019 to be considered.

RECEIPT OF PROPOSAL

DATE TIME BY WHOM