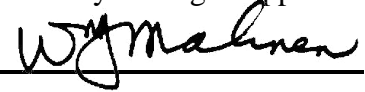


  
**REQUEST FOR COUNCIL ACTION**

Date: Sept. 27, 2010  
Item No.: 12.c

Department Approval

City Manager Approval



Item Description: Consider Awarding a Recycling Services Contract

**BACKGROUND**

Roseville has contracted for curbside recycling service since 1992. The current contract expires at the end of 2010. At the February 8 meeting, the Council directed staff to issue a Request For Proposals (RFP) for recycling services, and the City Manager noted that staff would use the Best Overall Value Contracting method for selecting the contractor for the next contract.

The City's best overall value contracting process assesses experience, ability to perform high-quality service, and ability to add value to the contract. Roseville has used best value contracting for janitorial services and legal services contracts. The process develops a set of quantifiable criteria for assessing proposals and bids and creates a more objective assessment.

Staff reviewed past practice and case studies from other public entities to develop a set of criteria and weightings for the best value contracting evaluation. That formula, which was included in the RFP, is as follows:

<u>Criteria</u>	<u>Value</u>
Community Values	30%
Price	25%
Past Performance	10%
Completeness of Proposal	10%
Added Value	5%
Interview	20%
Total	100%

This spring the City Manager invited the Public Works, Environment and Transportation Commission to develop a set of Community Values and determine the importance of each value (see Attachment A). The Commission spent more than two hours over their June and July meetings generating the list and determining the importance of each item (expressed numerically). The list was divided into three areas: Collection (worth 60%), Outreach (worth 30%) and Environmental Benefits (worth 10%). The Commission also identified specific actions or attributes for each area and assigned specific percentage values to each item.

Staff then developed a Request for Proposals with the assistance of RW Beck – a national consulting firm retained by Ramsey County to help cities with their procurement of recycling services. In keeping with best overall value contracting, the RFP spelled out a base set of expectations for delivery of services and encouraged proposers to showcase their strengths and innovations – items that could earn a proposer additional points.

34 The RFP was reviewed by the City Attorney before being issued on August 4. Four companies  
35 submitted proposals: Allied Waste, Eureka Recycling, Tennis Sanitation and Waste  
36 Management. Some companies submitted more than one proposal. The additional proposals  
37 reflected variations on the company's base proposal, or an alternative method of service delivery.  
38 One company offered an alternate proposal for a five-year contract. The City Manager  
39 determined that a five-year contract was outside the scope of the RFP and thus the five-year  
40 proposal could not be considered.

41 Executive Assistant Margaret Driscoll administered the proposal process, and she received the  
42 scores from reviewers and references and compiled the score sheet. Ms. Driscoll reviewed each  
43 proposal for completeness and assigned a score for that section of the formula. Each proposer  
44 submitted a list of references. Those references were asked to complete a survey through an  
45 outside provider in which the references assigned numerical scores to questions regarding the  
46 proposer's ability to provide service (e.g. ability to collect cleanly and quietly, quality of  
47 customer relations, etc.).

48 RW Beck staff did a financial analysis of each proposal and determined the net cost to the city  
49 for each proposal. Ms. Driscoll used this analysis to assign a score to each proposal for that  
50 section of the formula. The financial analysis was also provided to the review panel for its  
51 review. Because the proposal from Eureka Recycling and the alternate proposals from Waste  
52 Management contained revenue sharing components, RW Beck calculated revenue returned to  
53 the City based on three scenarios: commodity prices at the five-year high, at the five-year  
54 average and at the five-year low. Currently commodity prices are at or a little above the five year  
55 average. Ms. Driscoll used the average figure for her assessment.

56 The City assembled an assessment panel to review each proposal independently and assign  
57 numerical scores for the Community Values and Added Value sections of the formula. Those  
58 scores were independently submitted to Ms. Driscoll. The panel consisted of: Robert Craggs,  
59 Vice President of RW Beck; Jim DeBenedet, Chair, PWET Commission; Chris Miller, Finance  
60 Director; Tim Pratt, Recycling Coordinator; and Duane Schwartz, Public Works Director. In  
61 addition the panel interviewed proposers to clarify the proposals and to gain additional  
62 information – information that would allow panel members to make an assessment of the  
63 proposer's ability to provide recycling service for the City of Roseville.

64 All scores were submitted to Ms. Driscoll who compiled the results found in Attachment B. The  
65 final scores (on a 100 point scale) are as follows:

<u>Proposer</u>	<u>Score</u>
Eureka Recycling	75.26
Allied Waste Proposal 1	58.38
Allied Waste Proposal 2	56.40
Waste Management	54.10
Tennis Sanitation Proposal 2	52.33
Tennis Sanitation Proposal 1	37.54

73 The results were presented to the review panel. Members unanimously agreed to recommend the  
74 City award the recycling services contract to Eureka Recycling.

75

76 Committee members found the Eureka Recycling proposal adds value to the City above and  
77 beyond what was offered by other proposers by:  
78 Collecting as many types, or more types, of material than the other proposers as a base  
79 and will expand collections to include pizza boxes  
80 Having the lowest residual rate at their materials recovery facility (MRF)  
81 Their entire fleet runs on B-20 biodiesel, and all trucks have installed retrofit oxidation  
82 catalysts  
83 Continuing to run an industry-leading multi-family building recycling program  
84 Sponsoring Zero Waste events  
85 Continuing with award-winning education programs – including materials in multiple  
86 languages  
87 Marketing material so that it can be recycled to its highest and best use  
88 Offering additional services such as composting classes and bin distribution events

89 **POLICY OBJECTIVE**

90 Meet the Imagine Roseville 2025 goal that Roseville is an environmentally healthy community  
91 by providing recycling service for residents.  
92 To competitively bid for contracted services.

93 **BUDGET IMPLICATIONS**

94 A financial analysis conducted by consulting firm RW Beck indicates the net cost of the Eureka  
95 Recycling proposal will be approximately \$1.22 million over the three-year term of the contract  
96 – the lowest net cost of any of the proposals (see Attachment C). Currently Roseville pays a net  
97 cost of approximately \$350,000 a year.  
98 Roseville also receives an annual SCORE grant of approximately \$65,000 for waste reduction  
99 and recycling activities. Roseville has chosen to use the grant to subsidize the cost of the  
100 recycling program and reduce the fee homeowners pay for service. Residents are charged a fee  
101 on their water bill which generates revenue to cover the remainder of the program costs.

102 **STAFF RECOMMENDATION**

103 Authorize staff to negotiate a three-year recycling services contract with Eureka Recycling.  
104 Almost all of the agreement is already contained in the RFP and the response.

105 **REQUESTED COUNCIL ACTION**

106 A Council Motion awarding the a three-year recycling services contract to Eureka Recycling,  
107 and authorizing staff to negotiate a final contract.  
108  
109 That contract will be presented to the Council for approval at the completion of negotiations.

Prepared by: Tim Pratt, Recycling Coordinator  
Attachments: A: Community Values Chart  
B: Master Score Sheet  
C: Financial Analysis Summary  
D: Request for Proposals

## Public Works, Environment and Transportation Commission Recycling Community Values

Functional area	Points	Percentage
<b>Collection</b>	<b>60</b>	
Clean, quiet		10
Impact on street ( size and weight of trucks)		15
Frequency of service		20
Easy to participate		20
Comingle		15
More materials picked up-organic too		5
Materials are efficiently recycled (local markets, highest and best use for material)		10
Rewards for adding value		5
Total		100
<b>Outreach</b>	<b>30</b>	
Frequent education of residents		40
Community involvement		10
Annual report on what happens to material		50
Total		100
<b>Environmental Benefits</b>	<b>10</b>	
Experience with Zero Waste events		10
Equipment doesn't use fossil fuel		30
Environmentally Preferred Purchasing (EPP)		30
Local vendor-terminal location		30
Total		100
<b>Grand Total</b>	<b>100</b>	

## City of Roseville

## Recycling RFP Master Score Form

<u>Company</u>	<u>Criteria/Score</u> <u>Community</u> <u>Values</u>	<u>Criteria/Score</u> <u>Price</u>	<u>Criteria/Score</u> <u>Base</u> <u>Specifications</u>	<u>Criteria/Score</u> <u>Past</u> <u>Performance</u>	<u>Criteria/Score</u> <u>Value added</u>	<u>Criteria/Score</u> <u>Interview</u>	<u>Total</u>
	<u>30 Points</u>	<u>25 Points</u>	<u>10 Points</u>	<u>10 Points</u>	<u>5 Points</u>	<u>20 Points</u>	<u>100 Points</u>
Eureka Recycling Proposal	15.64	25	10	9.32	3.3	12	75.26
Allied Waste Proposal 1	10.07	21.25	6	7.96	1.9	11.2	58.38
Proposal 2	10.24	17.5	6	7.96	3.5	11.2	56.40
Waste Management Proposal	12.60	12.5	9	8.2	2.2	9.6	54.10
Tennis Sanitation Proposal 2	11.10	17.5	7	7.33	1.8	7.6	52.33
Proposal 1	11.31	2.5	7	7.33	1.8	7.6	37.54

## City of Roseville - Recycling Proposals Financial Analysis

Ranking of 3 Year Term Proposals

	Total Cost	Rank
Eureka (High Market) [1][2][3][4]	\$ 855,375	1
Eureka (Average Market) [1][2][3][4]	\$ 1,229,130	2
Allied w/o RecycleBank	\$ 1,371,708	3
Eureka (Low Market) [1][2][3][4]	\$ 1,538,260	4
Allied with RecycleBank [5]	\$ 1,541,430	5
Tennis Sanitation [2][6]	\$ 1,585,859	6
Waste Management	\$ 1,775,473	7
Tennis Sanitation [6]	\$ 2,208,816	8

<sup>[1]</sup> R. W. Beck conducted a sensitivity analysis based on low, average, and high market pricing for each proposal offering revenue share. The sensitivity analysis, based on historical market pricing, is intended to assist with evaluating market risk.

<sup>[2]</sup> Proposal dual stream collection.

<sup>[3]</sup> Proposal includes processing fee.

<sup>[4]</sup> Proposal includes revenue share.

<sup>[5]</sup> RecycleBank provides a financial benefit to residents that is unable to be quantified for purposes of this cost analysis. According to Allied's proposal, the average household can earn \$20 per month in rewards on average.

<sup>[6]</sup> Proposal includes recycling credit.



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

**August 4, 2010**

Proposal accepted until 4:00 p.m. CDT  
Tuesday, September 7, 2010

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, 2011 to December 31, 2013**

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

**4:00 p.m. CDT  
Tuesday, September 7, 2010**

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

**Margaret Driscoll, Administrative Assistant  
Administration Department  
City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113**

Questions and request for packets should be directed to:

Margaret Driscoll, 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.

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 9,429 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 5,910 Multi-family Dwelling Units (MDU) as detailed in Attachment 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:

<b>Event</b>	<b>Date/Time</b>
RFP Issued	August 4
Questions Regarding RFP to be Submitted	August 20 at 4:00 p.m.
References Submitted	August 20 at 4:00 p.m.
Notification of Intent Submitted	August 20 at 4:00 p.m.
Proposals Due	September 7 at 4:00 p.m.
Interviews of Finalists	Week of September 13
Council Meeting to Authorize Contract Negotiations	September 27

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, Margaret Driscoll. Prospective Contractors are encouraged to contact Ms. Driscoll with questions or requests for more information.

**2.02.** Questions, requests for clarification or requests for information about this RFP or process must be submitted by 4 p.m. August 20, 2010, in writing (preferably by email) to:

Margaret Driscoll  
Administration Department  
City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113  
[margaret.driscoll@ci.roseville.mn.us](mailto:margaret.driscoll@ci.roseville.mn.us)

All questions and requests for more information and the City's responses will be summarized in writing and forwarded to all qualified Contractors prior by 4:00 p.m. August 25, 2010.

**2.03.** 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, Friday, August 20, 2010, in writing (preferably by email) to:

Margaret Driscoll  
Administration Department  
City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113  
[margaret.driscoll@ci.roseville.mn.us](mailto:margaret.driscoll@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.

**2.04.** All proposals must be sealed and delivered to the Administration Department Office at City Hall no later than 4:00 p.m. CDT, September 7, 2010, to be considered eligible. See Section 10 for details on how to submit a proposal.

- 2.05. 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 on September 14. Following the interviews the committee will recommend a top Contractor to the City Council.
- 2.06. 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.
- 2.07. 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.
- 2.08. The new recycling contract will commence on January 1, 2011.

### **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 with a neck 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.

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. Those tonnages dropped in the tail end of 2008 and all of 2009 due in large part to the downturn in the economy.

Multi-family complexes were added to the program in 2003. Currently there are 94 buildings with a total of 5,898 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:

- Annual calendar (if other than weekly collection)
- 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

##### ***4.06 City's designated contact person***

The City has designated Administrative Assistant Margaret Driscoll 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 bottles; aseptic packaging, paper products including newspapers; magazines; boxboard; phone books; household office paper and mail; carrier stock cardboard; and corrugated cardboard; 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, and clothes including: belts, coats, hats, gloves, shoes and boots that are clean and free of mold, mildew and excessive stains. Textiles must be dry.

***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, 2011.

***4.12 Corrugated cardboard (OCC)***

Cardboard material with double wall construction and corrugated separation between walls. 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 color 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 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 made from high density polyethylene resin without pigment or coloring (e.g., milk jugs and gallon water jugs).

#### ***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 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 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 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, pizza cartons in corrugated cardboard streams, 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); 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 materials 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 bottles***

Plastic bottles shaped with a neck. Plastic lids, caps, rings and pumps are not included. Recyclable plastic bottles shall be identified on the bottom with the



SPI plastic codes #1 (PETE) or #2 (HDPE) including bottles containing: liquor; milk; juice; soft drinks; water; certain foods; soap and cosmetics.

#### ***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 Process 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 as landfill cover.

#### ***4.41 Rigid Containers***

Includes aluminum cans, foil and trays; steel cans; glass bottles and jars; milk cartons and juice boxes; and plastic bottles.

#### ***4.42 Set-Out Rate***

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

#### ***4.43 Single-Family Dwelling (SFD)***

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

**4.44 Steel cans**

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

**4.45 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.

**4.46 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, pizza cartons in corrugated cardboard streams, etc.

**4.47 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 and Exhibit A "Garbage and Recycling Collection Zones" map.

**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 Minnesota Statutes and local ordinances;

- Be Minnesota Department of Transportation (DOT)-compliant at all times;
- Have a maximum loaded weight not to exceed 40,000 pounds; and
- 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 and tobacco ashes

### **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 4 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 and shall:

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 and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
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. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.
10. Only discard cigarette or cigar butts and tobacco ash in a proper receptacle on the collection vehicle.
11. 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 are acceptable to the extent that route drivers readily recognize recyclables.

##### **Multi Family**

Contractors shall provide containers for all Multi-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 containers for use in single stream collection programs.

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

The City maintains the right to use its own designated company to provide carts, cart maintenance and repair service. If the City exercises this option, the City will adjust payment to the Contractor to reflect only the collection and processing cost of the Contractor's proposal.

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 color 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.

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.

Each cart will be delivered with a package of recycling information provided by the Contractor and approved by the City as detailed in 6.06 and 6.07 explaining what and how to recycle using the single-stream method.

## **5.05. Collection**

### **Curbside Dual Sort**

Items shall be placed in paper kraft bags, blue recycling bins, designated recycling carts or any other container 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 Attachment 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 4.45 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 the monthly report to the City.

### **Multi Family**

Contractor will use containers as specified in 4.26. They shall be located in multi family 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. The Contractor shall replace containers in their appropriate locations.

Multi Family Complexes 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 Multi Family Complexes shall receive service. Contractor shall inform the City and each complex owner or manager the day and approximate time the complex 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 4.45 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. For 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 monthly 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.

**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.

**Multi Family**

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 Recycling Coordinator 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 Attachment A. The number of housing units in each collection zone is detailed in Attachment 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 a monthly 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, collection will be made the following business day. The City will be responsible for notifying the residents by municipal cable TV, email notification and any other means identified by the City.

**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 forty-eight (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 forty-eight (48), the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City's for any of its reasonably incurred expenses. The Contractor shall reimburse the City for any such expenses within thirty (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. License Center – 2737 Lexington Avenue
5. Fire Station One – 2701 Lexington Avenue

6. Fire Station Two – 2501 Fairview Avenue (currently not in service)
7. Fire Station Three – 2335 Dale Street
8. Cedarholm Golf Course – 2395 Hamline Avenue
9. Harriet Alexander Nature Center/Wildlife Rehabilitation Center – 2520 Dale Street
10. Evergreen Park Concession stand (in season) – 1810 County Road B
11. Owasso Ballfields Concession stand (in season) – 2659 Victoria Avenue
12. Other mutually agreed upon City facilities.

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

**5.22. Purchase of Bins, Lids and Wheel Kits**

If the City accepts the Contractor’s single-stream proposal, the Contractor agrees to purchase the City’s remaining blue recycling bins, lids and wheel kits. The Contractor will reimburse the City at a rate of \$8.50 for each bin, \$3.25 for each lid and \$4.50 for each wheel kit. As of June 30, 2010 the City has 400 bins, 200 lids and 150 wheel kits.

The Contractor will coordinate the pick up of used bins, lids and wheel kits from resident’s homes with the delivery of the new carts. Buckthorn brand bins distributed before 1996 (blue, ribbed and have the recycling symbol in four corners) will be considered scrap. The Contractor will reimburse the City for all A-1 and Busch Systems bins (blue, smooth with Roseville recycling logo on two sides), lids and wheel kits collected at a rate of \$1.00 for each bin, lid and wheel kit combo.

**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 MFD Building Owners**

The City's Contractor shall provide an annual report by January 31 of each year to the MFD building owners served by the City's contractor. A copy of each report to the MFD building 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 Contractor's 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 vehicle emissions from its fleet.

**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 9,429 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 Contractor will also be required to provide annually a one-page multi-family complex recycling flyer to Multi Family Complex 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 must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, 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. The Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) 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.

**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.

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 processing center, 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 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.

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. 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 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, 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 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 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.

### **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 written certification to the City that all recyclable commodities identified are indeed recycled and not disposed. Such written certification shall identify all end markets used for each of the recyclable commodities. The Contractor shall attach written certification from each end market. The Contractor shall specify the percentage of material that goes to each end market.

**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, 2011 through December 31, 2013.

**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 2011 the City certifies that there are 9,429 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 Multi Family Billing**

Contractor will send an itemized bill for the number of units designated to receive service that month. The City has identified 5,910 multi-family dwelling units that will be receiving service as of January 1, 2011. 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 monthly 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. Glass composition is assumed to be: Flint 39%, Amber 29%, Green 32%.

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. Each plastic: 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). Plastics composition of sub-grades is assumed to be: 54% PET, 30% Natural HDPE, 16% Colored HDPE.

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 (0) 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 contract, 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 after 90 days written notice 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, 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 \$25,000 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, Friday, August 20, 2010, in writing (preferably by email) to:

Margaret Driscoll  
Administration Department  
City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113  
[margaret.driscoll@ci.roseville.mn.us](mailto:margaret.driscoll@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. For each reference above five that the proposer submits, the proposer shall receive a bonus of .025 points added to their average score.

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, Tuesday, September 7, 2010, in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: Recycling Services Proposal.  
c/o Margaret Driscoll  
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 = 9,429 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 F 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), Frequency of service, Easy to participate, Ability to Comingle, More materials picked up, Materials are efficiently recycled (local markets, highest and best use for material), Rewards for adding value
- Environmental Benefits – which includes Frequent education of residents, Community involvement, Annual report that includes information on what happens to material
- Outreach – which includes Experience with Zero Waste events, Equipment doesn't use fossil fuel, 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.

<b>Evaluation Criteria and Weighting</b>	
<b>Category</b>	<b>Weight</b>
How Well Proposal Meets Community Values	30%
Price	25%
How Well Proposal Meets RFP Base Specifications	10%
Past Performance (References Survey)	10%
Value Added Beyond RFP Base Specifications	5%
Subtotal	80%
<b>Finalists</b>	
Interview	20%
Total	100%

The review committee will present its recommendation to the City Council at the September 27 meeting. (See Section 2, Contractor Selection Process and Schedule).

**PROPOSAL FORMS**

**COMPREHENSIVE RECYCLING COLLECTION SERVICES**

**CITY OF ROSEVILLE  
2660 CIVIC CENTER DRIVE  
ROSEVILLE, MN 55113**

TO: Margaret Driscoll  
Administrative Assistant  
City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113

Dear Madam:

1. The following proposal is made for Comprehensive Recycling Collection Services as described in the Specifications provided to the prospective contractors.
2. The undersigned certifies that the specifications contained herein have been carefully examined and understood and that at no time will misunderstanding of said specifications be pleaded.
3. In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals and to waive any informalities and technicalities without explanation.
4. If a corporation, what is the State of Incorporation? \_\_\_\_\_
5. If a partnership, state full names of all co-partners: \_\_\_\_\_  
\_\_\_\_\_
6. The contractor, in compliance with the Notice Requesting Proposals for Comprehensive Recycling Services, hereby submits the following proposal:

Official Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm Name:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**AFFADAVIT AND INFORMATION REQUIRED OF BIDDERS  
(RFP SUBMITTERS)**

**Affidavit of Non-Collusion**

I hereby swear (or affirm) under the penalty of perjury:

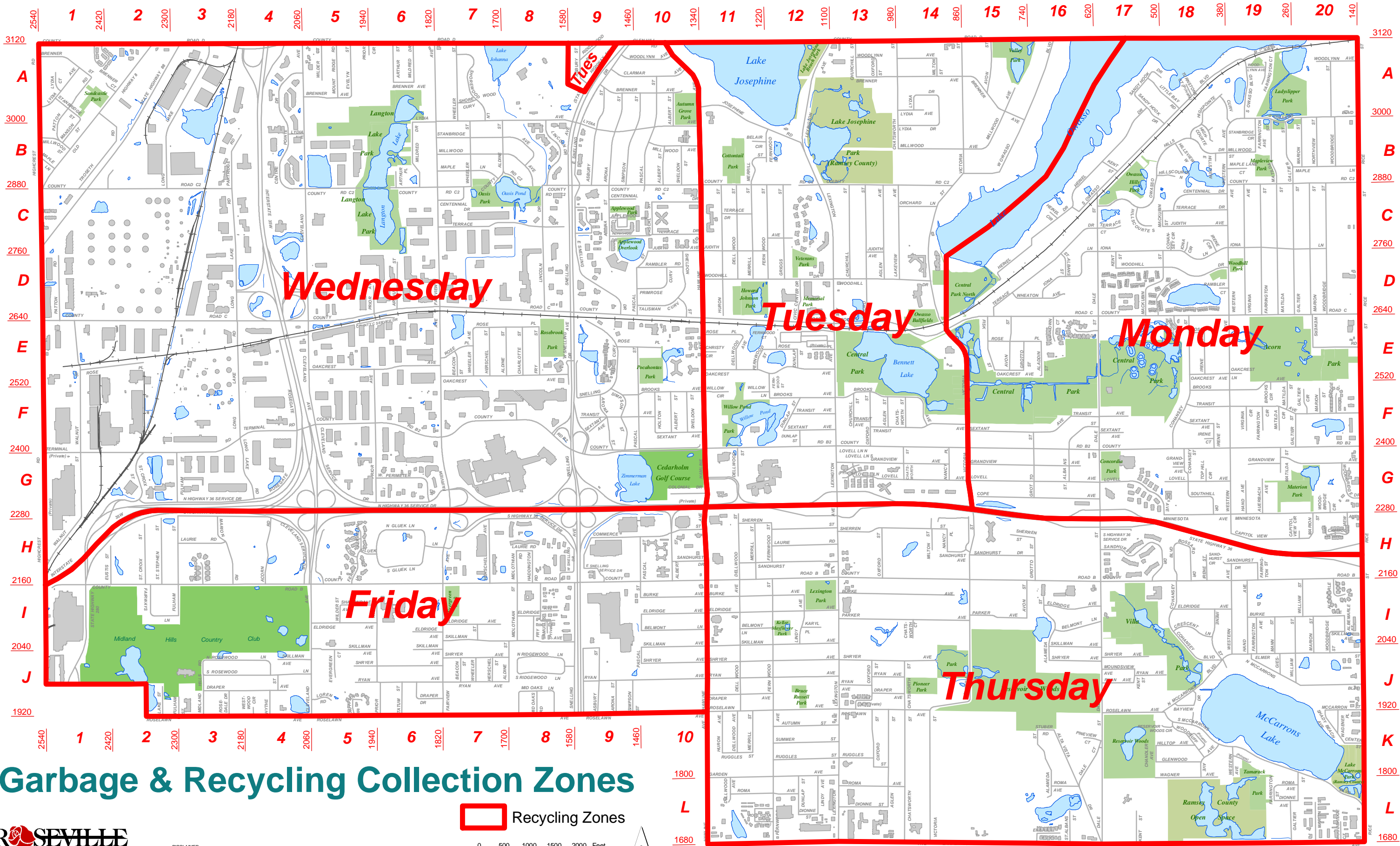
- (1) That I am the proposer (if the proposer is an individual), a partner with the proposer (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
- (2) That the attached proposal or proposals have been arrived at by the proposer, independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposals, designed to limit independent proposing or competition;
- (3) That the contents of the proposal or proposals have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal or official reviewing the proposal or proposals; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2010

Notary Public  
My Commission expires \_\_\_\_\_, 20\_\_\_\_



Wednesday

Tuesday

Monday

Friday

Thursday

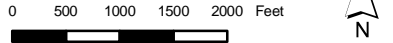
# Garbage & Recycling Collection Zones

  Recycling Zones



Prepared by:  
Engineering Department  
April 2007

DISCLAIMER: This map is neither a legally recorded map nor a survey, and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.



Data Sources and Contacts (3/05/07):  
\* Ramsey County GIS Base Map  
\* City of Roseville Engineering Department

mapdoc: RecyclingZones2007.mxd  
map: RecyclingZones2007.pdf

Recycling Day		Multi Family		Single Family		Other				Total
		Apartments	Condominiums	Single Family	Townhome	Double Dwelling	Half Double Dwelling	Two Family	Three Family	
Monday	Units	734	192	2,186	344	12	40	4	0	3,512
	Buildings	6	1	2,186	116	6	20	2	0	2,337
Tuesday	Units	375	511	1,325	74	8	12	4	3	2,312
	Buildings	3	6	1,325	18	4	6	2	1	1,365
Wednesday	Units	1,321	142	1,410	82	60	30	10	3	3,058
	Buildings	17	3	1,410	72	30	15	5	1	1,553
Thursday	Units	1,490	253	2,383	80	38	6	16	0	4,266
	Buildings	24	4	2,383	41	19	3	8	0	2,482
Friday	Units	473	419	1,208	74	8	0	6	3	2,191
	Buildings	26	4	1,208	34	4	0	3	1	1,280
City Wide	Units	4,393	1,517	8,512	654	126	88	40	9	15,339
	Buildings	76	18	8,512	281	63	44	20	3	9,017

Source:  
Ramsey County  
Property Records  
Jun-02

Multi Family  
Total 5910  
Does not include Nursing Homes

Single Family  
Total 8775  
Townhome  
Total 654  
Total SFD 9429

## City of Roseville - Multi Family Complex Recycling Service Level

Apartments - Rental	Address	# units	# Carts
Aquarius Apartments	2425 County Road C2	99	3 paper, 3 containers
Brittany Apartments	175 Larpenteur Avenue	17	1 paper, 1 containers per building, weighted to prevent blowing over
	1722, 1725, 1735, 1738 Woodbridge Court	62	
Centennial Gardens East	1405-1425 Terrace Drive / 1400-1420 Centennial Drive	95	2 paper, 2 containers per complex
Centennial Gardens West	2815-2845 Pascal Street	95	
1363 County Road B		11	1 paper 1 containers
1610 County Road B		11	1 paper 1 containers
1647 County Road B		11	1 paper 1 containers
2447 County Road B		17	1 paper 1 containers
Coverdale Apartments	1725 Dellwood Street	12	1 paper 1 containers
Dale Terrace Apartments	720 County Road B	42	2 paper, 2 containers
1144 Dione Street		23	2 paper 2 containers
1614 Eldridge Avenue		11	1 paper 1 containers
1615 Eldridge Avenue		11	1 paper 1 containers
1624 Eldridge Avenue		11	1 paper 1 containers
1625 Eldridge Avenue		11	1 paper 1 containers
1634 Eldridge Avenue		11	1 paper 1 containers
1635 Eldridge Avenue		11	1 paper 1 containers
Garley Apartments	1634 County Road B	11	1 paper 1 containers
2180 Haddington Road		5	1 paper 1 containers
Hamline Terrace	1360-1410 Terrace Drive	102	3 paper, 3 containers
2900 Highcrest Road		11	1 paper 1 containers
2950 Highcrest Road		12	1 paper 1 containers
Hillsborough Apartments	240-250 Grandview Avenue	86	1 paper, 1 container per station in garage, 4 stations, caretakers bring carts to west parking garage entrance
	2335-2345 Woodbridge Street	120	
Hilltop Apartments	160-170 Elmer Street	34	2 paper 2 containers
Karie Dale Apartments	2355-2393 Dale Street	44	1 paper, 1 containers per dumpster - two dumpsters
Lar Dale Apartments	655 Larpenteur Avenue	17	1 paper 1 containers
The Lexington	2755 Lexington Avenue	150	4 containers, 4 3 yd cardboard dumpsters
Lexlawn	1943 Lexington Avenue	17	1 paper 1 containers
Lexington Court	2192-2206 Lexington Avenue	52	1 paper, 1 containers per dumpster -



## City of Roseville - Multi Family Complex Recycling Service Level

			two dumpsters
Lexington Twins	1890-1900 Lexington Avenue	22	2 paper 2 containers
Marion Apartments	195-221 Larpenteur	58	1 paper, 1 containers per building, weighted to prevent blowing over
	1720 Marion Street	29	
	1735, 1740, 1745 Marion Street	87	
1705 Marion Street		3	1 paper, 1 containers
1750 Marion Street		24	1 paper 1 containers
McCarrons Apartments	166-204 North McCarrons Boulevard	56	1 paper, 1 containers per dumpster - two dumpsters
161 McCarrons Street		11	1 paper 1 containers
161 Minnesota Avenue		6	1 paper 1 containers
Northwestern College Apartments	1610 Lydia Avenue	23	1 paper 1 containers
Talia Place	3020 Old Highway 8	11	1 paper 1 containers
Parkview Manor	2202-2210 Dale Street	34	3 paper, 2 containers
Palisades	535-570 Sandhurst Drive	330	1 paper 1 containers per building in garage 5 buildings
2125 Pascal	2125-2133 Pascal Street	22	1 paper 1 containers per building - two buildings
2275 Rice Street		8	1 paper 1 containers
Riviera Apartments	885-965 Highway 36	32	1 paper 1 containers
Riviera Apartments	925, 965 W. Highway	64	1 paper 1 containers per building - two buildings
Rose Hill Estates	591-601 County Road B	35	2 paper 2 containers
	2194 Dale Street	17	
Rose Mall Apartments	2201-2221 Albert Street	54	15 carts total
	1430-1440 Commerce Street	36	
	2190-2220 Pascal Street	72	
Rose Park Apartments	2128-2136 Fry Street	22	2 paper, 2 containers
Rose Vista Apartments	1222-1238 Rose Vista Court	154	14 carts total
Rosedale Estates	2735-2855 Rice Street	360	16 carts total
Roselawn Apartments	1125 Roselawn Avenue	17	1 paper 1 containers
Roselawn Village	1074 Roselawn Avenue	22	2 paper 2 containers
Rosetree Apartments	655 Highway 36	48	2 paper 2 containers
Roseville Terrace	1759 Dunlap Street	18	1 paper 1 containers per building - two buildings
	1760 Fernwood Street	17	
Sienna Green	2225-2265 Snelling Avenue	120	1 paper, 1 container per building, 6 buildings

## City of Roseville - Multi Family Complex Recycling Service Level

1629 Skillman Avenue	1629-1635 Skillman Avenue	14	1 paper 1 containers
Snelling Terrace	2906-2930 Snelling Avenue	48	2 paper 2 containers
2980 Snelling Avenue	Northwestern College	17	1 paper 1 containers
2610 Snelling Curve		17	1 paper 1 containers
South Oak Apartments	1080 County Road D	25	1 paper 1 containers
Sun Place Apartments	1721 Marion Street	30	1 paper 1 containers
Terrace Park	1420 Terrace Drive	36	2 paper 2 containers in garage
Valley 8 Apartments	3050 Old Highway 8	85	1 paper 1 containers per dumpster - two dumpsters
Victoria Place	2250 Victoria Street	58	4 carts, 1 2 yd for cardboard

### Apartments - Senior Housing Rental

		# units	# Carts
Applewood Pointe	1480 Applewood Court	94	1 paper 1 containers per floor - three floors - caretaker brings to driveway
Eagle Crest	2925-2945 Lincoln Drive	216	4 paper, 4 containers
Coventry Seniors Apartments	2820 Snelling Ave (109) 2775-2839 Asbury St (40)	149	10 carts
Greenhouse Village	1024 Larpenteur	102	8 carts - 4 of each
Heritage Place	563 County Road B W	50	2 paper 2 containers 3 yd cardboard dumpster
Rosepointe	2545-2555 Hamline Avenue	190	6 carts, 2 2-yd for cardboard
Roseville Seniors	1045 Larpenteur Avenue	127	3 paper, 3 containers
Rosewood Estates	2750 Victoria Street	106	2 paper, 2 containers
Sunrise Assisted Living	2555 Snelling Avenue N	77	6 carts
Villas at Midland Grove	1940 Fulham Street	32	1 paper, 1 containers each floor, 3 floors

### Condominiums

Bonaventure	3090 Lexington Avenue	30	3 paper, 2 containers
Executive Manor Condos	3153-3155 Old Highway 8	72	3 containers, 3 paper
Hamline House Condos	2800 Hamline Avenue	150	4 paper, 4 containers
Lake Josephine	3076 Lexington Avenue	23	3 carts of each
Midland Grove Condos	2200-2250 Midland Grove Road (private)	174	9 carts 3 4-yd for cardboard
Parkview Estate	2670-2700 Oxford Street	204	2 paper, 3 containers in each building - 4 buildings

## City of Roseville - Multi Family Complex Recycling Service Level

Ramsey Square	2700-2730 Dale Street	192	1 paper, 1 containers per building, 4 buildings
Roseville Commons	2496 County Road C2 W	30	2 paper, 2 containers in garage
Rosewood Village	1620-1690 Highway 36	201	4 sets caretaker brings to tipping location on east edge of parking lot
Villa Park	500 County Road B	95	2 carts 1 2-yd for cardboard

### **Townhomes - Rental**

Roseville Townhomes	3085 Old Highway 8	40	2 containers, 1 paper dumpster per building, 2 buildings
Samuel Street (2086-2090)	2086 units 5-8, 2087 units 1-4, 2090 units 9-12	12	2 paper 2 containers

### **Mobile Home Parks**

Roseville Mobile Home Park	2599 Lexington Avenue	107	3 paper, 3 containers
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### **Office Building**

State Farm Office Bldg	2201 Lexington	8	1 paper, 1 containers
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# ATTACHMENT C

## PRICE WORKSHEET

### **Instructions for Roseville RFP price worksheet**

All proposers must fill out at least one proposal scenario price worksheets. Pages two and three may be filled out electronically using the attached Form version of this attachment. In addition, proposers also may complete the optional Additional alternate proposal scenario worksheet. Proposers may submit multiple scenarios.

Proposers may fill in the attached form or use their own in similar formats. However, the contents in the attached price worksheet must be included if alternative formats are submitted.

The basic revenue share formula outline within this RFP can be summarized as a portion of the Proposer's materials sales revenue from commodities less processing costs for these commodities. Alternative revenue sharing formula may be proposed. The City has a stated preference for using the specified published indexes as a means to simplify the accounting of proposed revenue share. Proposers can indicate from zero (0) to 100 percent revenue share for percent of published price index. Thus, vendors can opt out of the revenue share component by simply inserting zero (0) percent for the commodities for each scenario proposed. Alternate revenue sharing formula can be proposed, but these must be clear with examples for each alternate formula. Also, vendors proposing alternate revenue sharing formula must justify how the monitoring and accounting of the alternate formula will be at least as simple as the basic revenue share formula contained within this RFP.

The City will use the assumed tonnage and material splits in Attachment D for calculating the net revenue share back to the City from all proposers. It is important to note that the City does not guarantee any minimum tonnage or any specific material splits. These are estimates only for purposes of this RFP and comparing the value of any revenue sharing proposals.

# ATTACHMENT C – 1

## CURBSIDE COLLECTION PRICE WORKSHEET

Company name: \_\_\_\_\_

Contact person/Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### A. Curbside Collection Scenario

- Dual Stream Weekly
- Single Stream Bi-Weekly
- Other : \_\_\_\_\_

(Please list page of proposal where this is described) \_\_\_\_\_

Proposed price per Residential Dwelling Unit per Month \$ \_\_\_\_\_ per RDU

### B. Revenue Share Proposal

Revenue share percentage \_\_\_\_\_ % of published price index

Less paper processing cost per ton \_\_\_\_\_ per ton of all paper grades

Less containers processing cost per ton \_\_\_\_\_ per ton of all containers

### C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)

Make additional copies of this form to propose more than one scenario.

**ATTACHMENT C – 2**  
**MULTI-FAMILY COLLECTION PRICE WORKSHEET**

Company name: \_\_\_\_\_

Contact person/Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**A. Multi Family Collection Scenario**

- Dual Stream Weekly
- Single Stream Weekly
- Other : \_\_\_\_\_

(Please list page of proposal where this is described) \_\_\_\_\_

Proposed price per Multi Family Dwelling Unit per Month \$ \_\_\_\_\_ per MDU

**B. Revenue Share Proposal**

Revenue share percentage \_\_\_\_\_ % of published price index

Less paper processing cost per ton \_\_\_\_\_ per ton of all paper grades

Less containers processing cost per ton \_\_\_\_\_ per ton of all containers

**C. Alternate Revenue Share Proposal (please detail – provide attachments if necessary)**

Make additional copies of this form to propose more than one scenario.

Attachment D - Annual Tonnages and Composition

Type of Material	2006 % of Total Tonnage	2007 % of Total Tonnage	2008 % of Total Tonnage	2009 % of Total Tonnage
<b>Total Annual Tons</b>	3441	3681	3556	3281
<b>Papers</b>				
News Mix	63.98%	56.46%	66.00%	61.65%
Cardboard	6.71%	13.23%	4.50%	5.48%
Boxboard	2.37%	7.60%	2.60%	5.48%
Wet Strength	0.36%	0.10%	0.50%	0.00%
Phone Books	1.33%	0.11%	0.10%	0.02%
TetraPak	Not collected	Negligible	Negligible	Negligible
Textiles	0.40%	Negligible	Negligible	0.02%
Residual	0.24%	0.11%	.5%	0.06%
<b>TOTAL</b>	<b>75.40%</b>	<b>76.60%</b>	<b>74.20%</b>	<b>72.72%</b>
<b>Containers</b>				
Total Glass	14.89%	15.15%	16.70%	17.54%
Steel Cans	2.64%	2.00%	2.40%	2.43%
Aluminum	1.48%	1.10%	1.40%	1.40%
Total Plastics	4.70%	4.01%	4.60%	5.75%
Residual	0.89%	0.15%	0.70%	0.17%
<b>TOTAL</b>	<b>24.60%</b>	<b>22.40%</b>	<b>25.80%</b>	<b>27.28%</b>
Total Residual	1.13%	0.26%	1.2%	0.23%

# Attachment E

## Company Background and Qualifications

These are the base specifications

Your response must include answers to the following questions

1. Please describe how you will provide the following recycling services for the City of Roseville:  
Collection (Section 5.05)  
Processing (Section 7)  
Marketing (Section 7)  
Public Education (Section 6.05)
2. How many years has your company been operating in the Twin Cities area?
3. Name(s) and location(s) of the processing facilities or MRFs where material collected from the City will be delivered and processed.
4. What materials will you collect, process and market?
5. What are the end markets for each type of material and what percentage of material goes to each market (as described in 7.06)?
6. How many collection vehicles will be used to collect recyclables in Roseville?
7. Describe collection vehicles to be used in Roseville including, but not limited to, make, collection function, gross weight, tare weight, distance between axles, and weight for tires rating. Please include photos.
8. Describe your recycling containers (as discussed in 5.04)
9. Describe contractor/sub-contractor relationships, if applicable



## **Attachment F Proposal Content Checklist**

Proposers shall submit six hard copies of the proposal and all attachments printed on 100% post-consumer recycled content paper and one electronic copy of the proposal formatted in Microsoft WORD on a compact disk that is reformatted/recycled.

Proposers shall complete and submit this checklist of items for inclusion in the proposal. This checklist may also be filled out electronically using the attached Form version.

### **Mandatory**

- Written proposal detailing recycling collection, processing, marketing and public education services including all information listed as base requirements in Attachment E
- List of firm's Principal Officers' names, and name, addresses and contact information (telephone, email, fax) for designated contact person
- List of references – similar to what was previously submitted electronically
- Completed price worksheets (Attachment C)
- Statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation
- Completed Proposal Form (page 46 of RFP)
- Completed Affidavit of Non-Collusion (page 47 of RFP)
- Copy of monthly report forms as described in 5.05, 6.01 and 6.02
- Examples of proposer's public education materials including education tags
- Example of proposer's annual report presented to a city
- Example of proposer's annual report presented to Multi-Family Dwelling owners as described in 6.03

### **Optional**

- An explanation of services/contract options (and relevant pricing information) that could increase the value of the firm's proposal. Examples include, but are not limited to:
  - Additional public education the proposer is able to provide the City
  - Examples of involvement in recent community activities such as speaking engagements, renting booth space at local events, attending neighborhood block parties, holding classes or contests, etc. and statement of ability/willingness to participate in potential recycling outreach activities in the City
  - Collection vehicles use of bio-fuels, and use of pollution reduction technology
  - Examples of how the firm promotes, internally and externally, use of recycled products and other aspects of environmentally preferred purchasing
  - Additional services the proposer is able to provide the City beyond the RFP base specifications