CITY OF FALCON HEIGHTS Regular Meeting of the City Council City Hall 2077 West Larpenteur Avenue

AGENDA May 26, 2010

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: LINDSTROM ____ HARRIS ___ GOSLINE ____ LONG ___ MERCER-TAYLOR ____ MILLER ___
- C. PRESENTATIONS: 1. Tom Bertz, TIES Facilities Update
- D. APPROVAL OF MINUTES: May 12, 2010
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
 1. General Disbursements through 5/4/10: \$88,780.11
 Payroll through 5/19/10: \$15,896.20
 2. City License Applications
- G: POLICY ITEMS:1. Recycling Collection Services Request for Proposals
- H. INFORMATION/ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:

CITY OF FALCON HEIGHTS Regular Meeting of the City Council City Hall 2077 West Larpenteur Avenue

AGENDA

May 12, 2010

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: LINDSTROM _X_ HARRIS _AB_ GOSLINE _X_ LONG _absent_ MERCER-TAYLOR _X_ MILLER _X_
- C. PRESENTATIONS:
 1. SAPD Citizens Academy Graduates
 2. 2009 Audit, Matt Mayer, CPA Partner, Kern, DeWenter, Viere LTD Chuck Long Accept Findings Approval 4-0
- D. APPROVAL OF MINUTES: April 28, 2010 Approved
- E. PUBLIC HEARINGS:

 Hold Public Hearing and Adopt Resolution to Approve Construction of Northeast Suburban Campus Connector Bike/ Pedestrian Project Lillian Noble 1887 Fairview
 Beth Mercer-Taylor Moved Approval 4-0

F. CONSENT AGENDA: Chuck Long Moved Approval 4-01. General Disbursements through 5/4/10: \$72,572.82

Payroll through 4/30/10: \$17,096.68

- 2. City License Applications
- 3. City Hall Summer Hours
- 4. City Monuments and Gazebo Maintenance

G: POLICY ITEMS:

- 1. Award of Bid for 2010 Equipment Certificates Keith Gosline Moved Approval 4-0
- H. Addendum1. Facility Cost Share Grant Proposal Keith Gosline Moved Approval 4-0
- I. INFORMATION/ANNOUNCEMENTS:
- J. COMMUNITY FORUM:
- K. ADJOURNMENT: 8:50p.m.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 26, 2010
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through 5/4/10: \$88,780.11 Payroll through 5/19/10: \$15,896.20
Budget Impact	
Attachment(s)	General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

5/12/2010 11:21 AM

PACKET: 00429 Regular Payables

an and a second se

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC DUE TO/FROM ACCOUNTS SUPPRESSED

	EDESCRIPTION			ACCOUNT NAME	
	ECHNICAL COLLEGE		********************		
I-00048639	FIRE CLASS FOR M. KRUSE	90.00			
5/12/2010 APBNK	DUE: 5/12/2010 DISC: 5/12/2010		1099: N		
	FIRE CLASS FOR M. KRUSE		101 4124-86020-000	TRAINING	90.00
	=== VENDOR TOTALS ===	90.00			
01-00250 AMERIPRIDE S					
I-1000506209	LINEN CLEANING	37.20			
5/12/2010 APBNK	DUE: 5/12/2010 DISC: 5/12/2010		1099: N		
	LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	37.20
	=== VENDOR TOTALS ===	37.20			
01-03001 CAMPBELL KNUT	rson				
I-201005122346	APR/10 LEGALS	959.50		a da mandra da serie da serie da de la destructiva de da serie da serie da serie da serie da serie da serie da	
5/12/2010 APBNK	DUE: 5/12/2010 DISC: 5/12/2010		1099: N		
	APR/10 LEGALS		101 4114-80200-000	LEGAL FEES	959.50
	=== VENDOR TOTALS ===	959.50			
01-03089 CASH					
I-201005122348	FOLDER, BOXES, & MILEAGE	22.87	71-71-9-0-01		10 - 17 Kar - 1000 - 100000
5/12/2010 APBNK	DUE: 5/12/2010 DISC: 5/12/2010		1099: N		
	FOLDER		101 4112-70100-000	SUPPLIES	6.96
	STORAGE BOXES		101 4112-70100-000	SUPPLIES	13.91
	MILEAGE		101 4113-86010-000	MILEAGE	2.00
	=== VENDOR TOTALS ===	22.87			
01-03123 CINTAS CORPOR	ATION #470	*********			***********
I-470460604	RUG/TOWEL SVC & BTHRM SUPPLIE	93.51	0101 0101	1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -	Nerse do de
5/07/2010 APBNK	DUE: 5/07/2010 DISC: 5/07/2010		1099: N		
	RUG/TOWEL SVC & BTHRM SUPPLIES		101 4131-70110-000	SUPPLIES	46.76
	RUG/TOWEL SVC & BTHRM SUPPLIES		101 4141-70100-000	SUPPLIES	46.75
	=== VENDOR TOTALS ===	93.51			

5/12/2010 11:21 AM

A/P Regular Open Item Register

PAGE: 2

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC DUE TO/FROM ACCOUNTS SUPPRESSED

PACKET: 00429 Regular Payables

POST DATE BANK COD	EDESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
1-04000 EHLERS AND A	SSOCIATES	***********			
		1 140 00		an an an tha an	
I-341333	SPECIAL ASSESS. RECONCILIATIO	1,140.00	1000 N		
5/12/2010 APBNK	DUE: 5/12/2010 DISC: 5/12/2010		1099: N	OWNER PROPROTING CERTIF	1 1 1 0 0 0
	SPECIAL ASSESS. RECONCILIATION		412 4412-81900-000	OTHER PROFESSIONAL SERVI	1,140.00
I-341334	TIF REPORTING	807.50	an analysis and an		
5/12/2010 APBNK	DUE: 5/12/2010 DISC: 5/12/2010		1099: N		
	TIF REPORTING		412 4412-81900-000	OTHER PROFESSIONAL SERVI	269.16
	TIF REPORTING		413 4413-81900-000	OTHER PROFESSIONAL SERVI	269.17
	TIF REPORTING		414 4414-81900-000	OTHER PROFESSIONAL SERVI	269.17
	=== VENDOR TOTALS ===	1,947.50			
)1-05119 GFOA	***************************************		*****************	***************************************	
I-201005122351	CAFR APPLICATION REVIEW FEE	370.00			
5/12/2010 APBNK	MANUAL CK# 076447 5/10/2010		1099: N		
	CAFR APPLICATION REVIEW FEE		101 4113-89000-000	MISCELLANEOUS	370.00
	=== VENDOR TOTALS ===	370.00			
01-05115 GOPHER STATE	ONE CALL			***********************	
	- 0/10/800.00.41 A = -	- 1 ()			
I-0040492	APR/10 LOCATES	125.95			
5/07/2010 APBNK	DUE: 5/07/2010 DISC: 5/07/2010		1099: N		
	APR/10 LOCATES		601 4601-88030-000	ONE CALL CONCEPTS-LOCATE	125.95
	=== VENDOR TOTALS ===	125.95			
1-05045 GRUBER'S POW	ER EQUIPMENT				
I-80203	JD MOWER BLADE	169.23	nan an		
5/12/2010 APBNK	DUE: 5/12/2010 DISC: 5/12/2010		1099: N		
	JD MOWER BLADE		101 4141-87120-000	FACILITIES & GROUND MAIN	169.23
	=== VENDOR TOTALS ===	169.23			
1-00571 PETER LINDST					
I-201005122349	REGIONAL COUNCIL OF MAYORS	41.00			
5/12/2010 APBNK	DUE: 5/12/2010 DISC: 5/12/2010		1099: N		
	REGIONAL COUNCIL OF MAYORS		101 4111-86100-000	CONFERENCES/EDUCATION/TR	41.00
	=== VENDOR TOTALS ===	41.00			

5/12/2010 11:21 AM A/P Regular Open Item Register PACKET: 00429 Regular Payables VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC DUE TO/FROM ACCOUNTS SUPPRESSED GROSS P.O. # ----ID-----DISCOUNT G/L ACCOUNT ----- DISTRIBUTION POST DATE BANK CODE -----DESCRIPTION-----01-05665 METROPOLITAN COUNCIL I-0000930202 JUNE/10 S.S. 42,810.33 5/07/2010 APBNK DUE: 5/07/2010 DISC: 5/07/2010 1099: N 601 4601-85060-000 METRO SEWER CHARGES 42,810.33 JUNE/10 S.S. === VENDOR TOTALS === 42,810.33 01-05585 METROPOLITAN AREA MANAGEMENT A 20.00 I-201005072343 LEGISLATIVE UPDATE 5/07/2010 APBNK DUE: 5/07/2010 DISC: 5/07/2010 1099: N 101 4112-86100-000 CONFERENCES/EDUCATION/AS 20.00 LEGISLATIVE UPDATE === VENDOR TOTALS === 20.00 01-06024 ON SITE SANITATION 55.58 I-A-389410 PORTABLE TOILET RENTAL APBNK DUE: 5/12/2010 DISC: 5/12/2010 1099; N 5/12/2010 601 4601-85080-000 PORTABLE TOILET PARKS 55.58 PORTABLE TOILET RENTAL 55.58 T-A-389545 PORTABLE TOILET RENTAL 1099 · N 5/12/2010 APENK DUE: 5/12/2010 DISC: 5/12/2010 601 4601-85080-000 PORTABLE TOILET PARKS 55.58 PORTABLE TOILET RENTAL 111.16 === VENDOR TOTALS === 01-06065 OXYGEN SERVICE COMPANY I-03139763 MONTHLY AIR TANK RENTAL 60.74 APBNK DUE: 5/12/2010 DISC: 5/12/2010 1099: N 5/12/2010 101 4124-70100-000 SUPPLIES 60.74 MONTHLY AIR TANK RENTAL 3 BREATHING AIR & 1 OXY. TANK 137.97 I-07420429 APBNK DUE: 5/12/2010 DISC: 5/12/2010 1099: N 5/12/2010 101 4124-70100-000 SUPPLIES 137.97 3 BREATHING AIR & 1 OXY. TANK === VENDOR TOTALS === 198.71 01-05273 MN PUBLIC EMPLOYEES INSURANCE 5,164.40 JUNE/10 INSURANCE 1-201005122347

PAGE :

APBNK DUE: 5/12/2010 DISC: 5/12/2010 1099: N 5/12/2010 5,164.40 101 4112-89000-000 MISCELLANEOUS JUNE/10 INSURANCE

=== VENDOR TOTALS ===

5,164.40

5/12/2010 11:21 AM

A/P Regular Open Item Register

PAGE: 4

PACKET: 00429 Regular Payables VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC DUE TO/FROM ACCOUNTS SUPPRESSED

	EDESCRIPTION			ACCOUNT NAME	
I-201005122345 5/12/2010 APBNK	LANDLINE TELEPHONE DUE: 5/12/2010 DISC: 5/12/2010 LANDLINE TELEPHONE LANDLINE TELEPHONE	112.84		TELEPHONE - LANDLINE TELEPHONE - LANDLINE	58.58 54.26
	=== VENDOR TOTALS ===	112.84			
01-06185 RAMSEY COUNTY	(
I-201005072344 5/07/2010 APBNK	MAY/10 INSURANCE DUE: 5/07/2010 DISC: 5/07/2010 MAY/10 INSURANCE	818.59	1099: N 101 4112-89000-000	MISCELLANEOUS	818.59
	=== VENDOR TOTALS ===	818.59			
01-06515 SEIDEL,JOAN					
I-201005122350 5/12/2010 APBNK	ENERGY EFFICIENCY REBATE DUE: 5/12/2010 DISC: 5/12/2010 ENERGY EFFICIENCY REBATE	136.27	1099: N 101 4117-89100-000	ENERGY REBATE PROGRAM	136.27
01-05303 MICHELLE TESS	=== VENDOR TOTALS === SER	136.27			
I-201005122357 5/12/2010 APBNK	MCMA CONF HOUSING & EXPENSES DUE: 5/12/2010 DISC: 5/12/2010 MCMA CONF HOUSING & EXPENSES	574.79	1099: N 101 4112-86100-000	CONFERENCES/EDUCATION/AS	574.79
	=== VENDOR TOTALS ===	574.79			
01-06581 TRI-STATE BOB	BCAT INC			************************	
I-A71966 5/07/2010 APBNK	PARTS - SKID BAR DUE: 5/07/2010 DISC: 5/07/2010 PARTS - SKID BAR	134.29	1099: N 101 4132-87000-000	REPAIR EQUIPMENT	134.29
	=== VENDOR TOTALS ===	134.29			
01-05228 UNDERWATER AD	VENTURES AQUARIUM				
I-201005122354 5/12/2010 APBNK	SHARKS FROM A TO Z MANUAL CK# 076450 5/10/2010 SHARKS FROM A TO Z	214.56	1099: N 201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	214.56
I-201005122355 5/12/2010 APBNK	PROGRAM - OUTREACH MANUAL CK# 076449 5/10/2010 PROGRAM - OUTREACH	254.56	1099: N 201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	254.56

A/P Regular Open Item Register PAGE: 5 5/12/2010 11:21 AM PACKET: 00429 Regular Payables VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC DUE TO/FROM ACCOUNTS SUPPRESSED GROSS P.O. # -----ID---------- ACCOUNT NAME----- DISTRIBUTION DISCOUNT G/L ACCOUNT POST DATE BANK CODE -----DESCRIPTION-----01-05228 UNDERWATER ADVENTURES AQUARIUM(** CONTINUED **) ICE CREAM SOCIAL PROGRAM 472.03 T-201005122356 CK# 076448 5/10/2010 1099: N 5/12/2010 APBNK MANUAL 472.03 101 4116-89010-000 SPECIAL EVENTS ICE CREAM SOCIAL PROGRAM 941.15 === VENDOR TOTALS === 01-06930 U.S. POSTMASTER 440.00 I-201005122353 POSTAGE 5/12/2010 APBNK MANUAL CK# 076451 5/12/2010 1099: N 101 4112-70500-000 POSTAGE 440.00 POSTAGE 440.00 === VENDOR TOTALS === 01-00878 US BANCORP 983.68 MCMA CONF EXPENSES, ICMA DUES 1-201005122352 CK# 076446 5/10/2010 1099: N 5/12/2010 APBNK MANUAL 101 4112-86100-000 CONFERENCES/EDUCATION/AS 464.08 MCMA CONFERENCE HOUSING 101 4112-86010-000 MILEAGE & PARKING 6.00 PARKING 101 4112-86100-000 CONFERENCES/EDUCATION/AS 513.60 TCMA DUES 983.68 === VENDOR TOTALS === 01-07901 WASTE MANAGEMENT- BLAINE MAY/10 COMMERCIAL RECYCLING 620.26 1-5383977-0500-1 5/12/2010 APBNK DUE: 5/12/2010 DISC: 5/12/2010 1099: N 206 4206-82030-000 RECYCLING CONTRACTS 620.26 MAY/10 COMMERCIAL RECYCLING 1,858.45 MAY/10 RESIDENTIAL RECYCLING I-5391533-0500-5 5/12/2010 APBNK DUE: 5/12/2010 DISC: 5/12/2010 1099: N 206 4206-82030-000 RECYCLING CONTRACTS 1,858.45 MAY/10 RESIDENTIAL RECYCLING 2,478.71 === VENDOR TOTALS === 01-05870 XCEL ENERGY 6.00 ELECTRICITY I-237387370 APBNK DUE: 5/07/2010 DISC: 5/07/2010 1099: N 5/07/2010 209 4209-85020-000 STREET LIGHTING POWER 6.00 ELECTRICITY

I-237396207 ELECTRICITY 16.08 5/07/2010 APBNK DUE: 5/07/2010 DISC: 5/07/2010 1099: N ELECTRICITY 601 4601-85020-000 ELECTRIC 16.08 5/12/2010 11:21 AM

PACKET: 00429 Regular Payables VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

	BANK COL	EDESCRIPTION			G/L ACCOUNT	ACCOUNT NAME	
01-05870 XCEI			ONTINUED **				
I-237412692 5/07/2010	APBNK	ELECTRICITY DUE: 5/07/2010 DISC: ELECTRICITY	5/07/2010	26.42	1099: N	STREET LIGHTING POWER	26.42
I-237412892 5/07/2010	APBNK	ELECTRICITY DUE: 5/07/2010 DISC: ELECTRICITY	5/07/2010	6.00	1099: N	STREET LIGHTING POWER	6.00
I-237413323 5/07/2010	APBNK	ELECTRICITY DUE: 5/07/2010 DISC: ELECTRICITY	5/07/2010	28.39	1099: N 209 4209-85020-000	STREET LIGHTING POWER	28.39
I-237416933 5/07/2010	APBNK	ELECTRICITY DUE: 5/07/2010 DISC: ELECTRICITY	5/07/2010	595.01	1099: N 101 4131-85020-000	ELECTRIC	595.01
I-237420837 5/07/2010	APBNK	ELECTRICITY DUE: 5/07/2010 DISC: ELECTRICITY	5/07/2010	16.08	1099: N 101 4141-85020-000	ELECTRIC/GAS	16.08
I-237424302 5/07/2010	APBNK	GAS DUE: 5/07/2010 DISC: . GAS	5/07/2010	99.69	1099: N 101 4131-85030-000	NATURAL GAS	99.69
I-237428481 5/07/2010	APBNK	ELECTRICITY & GAS DUE: 5/07/2010 DISC: ELECTRICITY & GAS	5/07/2010	251.33	1099: N 101 4141-85020-000	ELECTRIC/GAS	251.33
I-237540227 5/12/2010	APBNK	ELECTRICITY DUE: 5/12/2010 DISC: ! ELECTRICITY	5/12/2010	30.94	1099: N 209 4209-85020-000	STREET LIGHTING POWER	30.94
I-237582028 5/12/2010	APBNK	ELECTRICITY DUE: 5/12/2010 DISC: 5 ELECTRICITY	5/12/2010	1,288.14	1099: N 209 4209-85020-000	STREET LIGHTING POWER	1,288.14
I-237742085 5/12/2010	APBNK	ELECTIRCITY & GAS DUE: 5/12/2010 DISC: 5 ELECTIRCITY & GAS	5/12/2010	33.21	1099: N 101 4141-85020-000	ELECTRIC/GAS	33.21
I-237763574 5/12/2010	APBNK	ELECTRICITY DUE: 5/12/2010 DISC: 5 ELECTRICITY	5/12/2010	5.12	1099: N 209 4209-85020-000	STREET LIGHTING POWER	5.12
I-237907781 5/12/2010	APBNK	ELECTRICITY DUE: 5/12/2010 DISC: 5 ELECTRICITY	5/12/2010	97.86	1099: N 209 4209-85020-000	STREET LIGHTING POWER	97.86
		VENDOR TOTALS PACKET TOTALS Grand Total	703	2,500.27 61,281.95 03.70	Federal With State Withho PERA ICMA MNDC		2 8 0

\$24,000.00 \$23,016.32 \$10.00 \$10.00 \$10.00 Jun. 01, 2010 Page 1 of 2 Inquiries: 1-866-485-4545 BUS 568 02 Page 1 of 2 To reduce or avoid paying additional finance charges on your purchase balance, pay the total new balance of \$983.68 by 06/01/10. Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received. CCAL Parting MCMA. Housing. ICMA DUR Notation \$295.88 CR Credit Line **Credit and Payment Information** \$513.60 \$464.08 Amount Account 04/12 04/10 0110 PAYMENT THANK YOU. MN. 05/05/10 FOLIO: 05561 U OF M PARKING AND TRA MINNEAPOLIS MN..... ICMA INTERNET 202-962-3547 DC..... May Statement for activity from Apr. 03, 2010 through May 04, 2010 CITY OF FALCON HEIGHT , JUSTIN J MILLER (CPN 000107109) Your U.S. Bank Visa® Business Card account at a glance ... GRAND VIEW LODGE & TEN NISSWA (This area for use by your company) \$295.88 \$295.88 \$983.68 \$0.00 \$983.68 Ref. Nbr Description of Transaction Previous Balance..... Purchases, Advances, Debits **Company Approval** Signature/Approval: Payments and Credits 0936 04/05 4157 Activity Summary Transactions Trans 04/22 04/27 Date 04/26 04/27 04/07 Post Date

ISbank

Continued on Next Page

Accounting Code:

5/18/2010 11:29 AM

PACKET: 00432 Regular Payables

SEQUENCE : ALPHABETIC

VENDOR SET: 01 City of Falcon Heights

DUE TO/FROM ACCOUNTS SUPPRESSED GROSS P.O. # -----ID-----DISCOUNT G/L ACCOUNT ----- ACCOUNT NAME----- DISTRIBUTION POST DATE BANK CODE -----DESCRIPTION------01-05285 ABEL HARDWARE, INC 50.60 BAND SAW BLADE I-823269 APBNK DUE: 5/18/2010 DISC: 5/18/2010 1099: N 5/18/2010 50.60 BAND SAW BLADE 101 4131-70110-000 SUPPLIES 50.60 === VENDOR TOTALS === 01-05220 ANDERSON, HELGEN, DAVIS&NISSEN 2,510.74 MAY/10 PROSECUTION I-201005182360 APBNK DUE: 5/18/2010 DISC: 5/18/2010 1099: N 5/18/2010 101 4123-80200-000 LEGAL FEES 2.510.74 MAY/10 PROSECUTION === VENDOR TOTALS === 2,510,74 01-05306 APMP OF MINNESOTA APMP MEMBERSHIP DUES 30.00 I-201005182363 5/18/2010 APBNK DUE: 5/18/2010 DISC: 5/18/2010 1099: N 101 4112-86110-000 MEMBERSHIPS 30.00 APMP MEMBERSHIP DUES === VENDOR TOTALS === 30.00 01-04027 EMERGENCY APPARATUS MAINT 1,221.18 REPATE 753 I-48474 APBNK DUE: 5/18/2010 DISC: 5/18/2010 1099: N 5/18/2010 101 4124-87029-000 REPAIR OTHER EQUIPMENT 1.221.18 REPAIR 753 2,164.01 I-48475 REPAIR 757 APBNK DUE: 5/18/2010 DISC: 5/18/2010 1099: N 5/18/2010 101 4124-87029-000 REPAIR OTHER EQUIPMENT 2,164.01 REPAIR 757 === VENDOR TOTALS === 3,385.19 01-05305 JODI GRABARSKI 36.00 REFUND RESIDENT REGISTRATION I-201005182364 APBNK DUE: 5/18/2010 DISC: 5/18/2010 1099: N 5/18/2010 201 34310-000 RECREATION FEES 36.00 REFUND RESIDENT REGISTRATION 36.00 === VENDOR TOTALS ===

5/18/2010 11:29 AM

PACKET: 00432 Regular Payables

VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

	DESCRIPTION	GROSS DISCOUNT	2	ACCOUNT NAME	
01-07272 LILLIE SUBURE	AN NEWSPAPER				
I-201005182361 5/18/2010 APBNK	NOTICE - ZONING PUBLIC HEARIN DUE: 5/18/2010 DISC: 5/18/2010 NOTICE - ZONING PUBLIC HEARING	42.50	1099: N 101 4111-70410-000	LEGAL NOTICES	42.50
	=== VENDOR TOTALS ===	42.50			
01-05440 LOFFLER COMPA	NIES, INC				
I-1123655 5/18/2010 APBNK	5/22/10 - 8/21/10 COPIER MAIN DUE: 5/18/2010 DISC: 5/18/2010 5/22/10 - 8/21/10 COPIER MAINT	606.24	1099: N 101 4112-87000-000	REPAIR OFFICE EQUIPMENT	606.24
	=== VENDOR TOTALS ===	606.24			
01-05735 MN CITY/COUNT	Y MANAGEMENT			***************************************	
I-201005182366 5/18/2010 APBNK	MEMBERSHIP 2010 DUE: 5/18/2010 DISC: 5/18/2010 MEMBERSHIP 2010	89.20	1099: N 101 4112-86100-000	CONFERENCES/EDUCATION/AS	89.20
	=== VENDOR TOTALS ===	89.20			
01-07249 MN POLLUTION	CONTROL AGENCY				
I-9900022261 5/18/2010 APBNK	WASTEWATER CONFERENCE - COLIN DUE: 5/18/2010 DISC: 5/18/2010 WASTEWATER CONFERENCE - COLIN	109.00	1099: N 601 4601-86030-000	CONFERENCES & SCHOOLS	109.00
	=== VENDOR TOTALS ===	109.00			
	AN COMMUNICATIONS				
I-10-146 5/18/2010 APBNK	IST QTR WEB & PROGRAMMING DUE: 5/18/2010 DISC: 5/18/2010 IST QTR WEB & PROGRAMMING	270.00	1099: N 101 4116-85050-000	CABLE TV	270.00
	=== VENDOR TOTALS ===	270.00			
01-06945 QWEST			*****************		
I-201005182362 5/18/2010 APENK	LANDLINE TELEPHONE DUE: 5/18/2010 DISC: 5/18/2010 LANDLINE TELEPHONE	58.48	1099: N 101 4141-85011-000	TELEPHONE - LANDLINE	58.48
	=== VENDOR TOTALS ===	58.48			

5/18/2010 11:29 AM

•

PACKET: 00432 Regular Payables

VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

ID		GROSS	P.O. #		
			-,	ACCOUNT NAME	
01-06184 RAMSEY COUNT	Y - 911 DISPATCH			***********************	
I-EMCOM-000775	APR/10 DISPATCH SERVICES	1,224.33			
5/18/2010 APBNK	DUE: 5/18/2010 DISC: 5/18/2010		1099: N		
	APR/10 DISPATCH SERVICES		101 4122-81200-000	911 DISPATCH FEES	1,224.33
	=== VENDOR TOTALS ===	1,224.33			
01-05110 SRF CONSULTI					
I-201005182359	STREETSCAPE PLANNING	9,170.33		in an Anna A	
5/18/2010 APBNK	DUE: 5/18/2010 DISC: 5/18/2010		1099: N		
	STREETSCAPE PLANNING		412 4412-81910-000	CONSULTING-STREETSCAPE	9,170.33
	=== VENDOR TOTALS ===	19 CO • CO • CO CO CO CO - DE CERT			
01-06931 U.S. POSTMAS	rer				
01-06931 U.S. POSTMAS I-201005182365	TER BULK MAIL FEE	185.00			
01-06931 U.S. POSTMAS I-201005182365	TER BULK MAIL FEE DUE: 5/18/2010 DISC: 5/18/2010	185.00	1099: N		
01-06931 U.S. POSTMAS I-201005182365	TER BULK MAIL FEE	185.00			185.00
01-06931 U.S. POSTMAS 	TER BULK MAIL FEE DUE: 5/18/2010 DISC: 5/18/2010	185.00	1099: N		
D1-06931 U.S. POSTMAS I-201005182365 5/18/2010 APBNK	FER BULK MAIL FEE DUE: 5/18/2010 DISC: 5/18/2010 BULK MAIL FEE	185.00	1099: N 101 4112-70500-000	POSTAGE	185.00
01-06931 U.S. POSTMAS I-201005182365 5/18/2010 APBNK	TER BULK MAIL FEE DUE: 5/18/2010 DISC: 5/18/2010 BULK MAIL FEE === VENDOR TOTALS ===	185.00	1099: N 101 4112-70500-000	POSTAGE	185.00
D1-06931 U.S. POSTMAS I-201005182365 5/18/2010 APBNK	TER BULK MAIL FEE DUE: 5/18/2010 DISC: 5/18/2010 BULK MAIL FEE === VENDOR TOTALS ===	185.00	1099: N 101 4112-70500-000	POSTAGE	185.00
01-06931 U.S. POSTMAS I-201005182365 5/18/2010 APBNK 01-05870 XCEL ENERGY I-238656214	TER BULK MAIL FEE DUE: 5/18/2010 DISC: 5/18/2010 BULK MAIL FEE === VENDOR TOTALS ===	185.00	1099: N 101 4112-70500-000	POSTAGE	185.00
01-06931 U.S. POSTMAS I-201005182365 5/18/2010 APBNK 01-05870 XCEL ENERGY I-238656214	FER BULK MAIL FEE DUE: 5/18/2010 DISC: 5/18/2010 BULK MAIL FEE === VENDOR TOTALS === ELECTRICITY - GAZEBO & ST SIG	185.00	1099: N 101 4112-70500-000	POSTAGE	185.00
01-06931 U.S. POSTMAS I-201005182365 5/18/2010 APBNK 01-05870 XCEL ENERGY I-238656214	ELECTRICITY - GAZEBO & ST SIG DUE: 5/18/2010 DISC: 5/18/2010 BULK MAIL FEE ELECTRICITY - GAZEBO & ST SIG DUE: 5/18/2010 DISC: 5/18/2010	185.00	1099: N 101 4112-70500-000	POSTAGE	185.00

5/20/2010 11:41 AM

A/P Regular Open Item Register

PAGE: 1

PACKET: 00435 May 20 payables VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

ID		GROSS	P.O. #		
POST DATE BANK COL	EDESCRIPTION	DISCOUNT	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-03123 CINTAS CORPO	RATION #470				
I-470457500	RUG/TOWEL/BATH SUPPLIES	77.48		****	
5/20/2010 APBNK	DUE: 5/20/2010 DISC: 5/20/2010		1099: N		
	RUG/TOWEL/BATH SUPPLIES		101 4131-70110-000	SUPPLIES	38.74
	RUG/TOWEL/BATH SUPPLIES		101 4141-70100-000	SUPPLIES	38.74
	=== VENDOR TOTALS ===	77.48			
======================================					
I-9251504131	REPAIR KIT FOR MENS BATHROOM	42.54			
5/20/2010 APBNK	DUE: 5/20/2010 DISC: 5/20/2010		1099: N		
	REPAIR KIT FOR MENS BATHROOM		101 4131-70110-000	SUPPLIES	42.54
	=== VENDOR TOTALS ===	42.54			
01-07263 NEXTEL COMMU	VICATIONS, INC				
I-610189225-083	CELL PHONES	170.32	873 T		
5/20/2010 APBNK	DUE: 5/20/2010 DISC: 5/20/2010		1099: N		
	CELL PHONES		101 4121-85015-000	CELL PHONE	70.40
	CELL PHONES		101 4131-85015-000	CELL PHONE	12.11
	CELL PHONES		101 4141-85015-000	CELL PHONE	31.57
	CELL PHONES		101 4132-85015-000	CELL PHONE	7.29
	CELL PHONES		601 4601-85015-000	CELL PHONE	48.95
	=== VENDOR TOTALS ===	170.32			
1-07003 TESCH, SCOTT				(9 2)	
I-201005202368	REIMB: DIGITAL CAMCORDER-TNG	349.83		- 110	
5/20/2010 APBNK	DUE: 5/20/2010 DISC: 5/20/2010		1099: N		
	REIMB: DIGITAL CAMCORDER-TNG		402 4402-91000-000	MACHINERY & EQUIPMENT	349.83
	=== VENDOR TOTALS ===	349.83			
	***************************************			=======================================	
1-05307 WELD & SONS F	LUMBING				
I-201005202369	REFUND: MECHANICAL PERMIT	58.50			- 1
5/20/2010 APBNK	DUE: 5/20/2010 DISC: 5/20/2010		1099: N		
	REFUND: MECHANICAL PERMIT		101 32220-000	MECHANICAL PERMITS	58.00
	REFUND: SURCHARGE/MECHANICAL P		101 20801-000	DUE TO OTHER GOVERNMENTS	0.50
	=== VENDOR TOTALS ===	58.50			
	=== PACKET TOTALS ===	698.67			

EMP #	NAME	AMOUNT
01-1002	JUSTIN J MILLER	2,446.19
01-1010	MICHELLE C TESSER	912.09
01-1016	LISA A ABERNATHY	1,364.40
01-1136	ROLAND O OLSON	1,500.00
01-1147	CHARLOTTE E JOHNSON	306.98
01-2154	MAUREEN A ANDERSON	96.97
01-1038	DEBORAH K JONES	1,662.02
01-0040	KEVIN ANDERSON	110.44
01-0085	DANIEL S JOHNSON-POWERS	63.93
01-0086	RICHARD H HINRICHS	75.83
01-0087	MICHAEL A MCKAY	99.46
01-0097	PATRICK GAFFNEY	127.68
01-0101	DALE E HUFF	96.43
01-0106	SCOTT A TESCH	92.62
01-0121	JESSICA L ADAMS	107.97
01-1030	TIMOTHY J PITTMAN	325.00
01-1033	DAVE TRETSVEN	1,466.61
01-1143	COLIN B CALLAHAN	1,021.36

TOTAL PRINTED: 18

11,875.98

5-13-2010 12:39	PM	P	A	Y	R	0	L	L	Cł	Ŧ	3 0	: к	REGISTER
PAYROLL NO: 01	City of Falcon Height	5											

PAGE: 1 PAYROLL DATE: 5/15/2010

			CHECK	CHECK	CHECK
EMP NO	EMPLOYEE NAME	TYPE	DATE	AMOUNT	NO.
1136	OLSON, ROLAND O	R	5/13/2010	258.96	076473
0034	KURHAJETZ, CLEMENT	R	5/13/2010	112.68	076474
0066	HERNANDEZ, ALFRED	R	5/13/2010	62.67	076475
0095	POESCHL, MICHAEL J	R	5/13/2010	117.38	076476
0104	VANN, VINCENT A	R	5/13/2010	51.43	076477
0105	FEHRENBACH, ANTON M	R	5/13/2010	105.45	076478
0112	LESKE, CHRIS M	R	5/13/2010	42.67	076479
0117	EISCHEN, RONALD B	R	5/13/2010	79.29	076480
0119	WICK, JEFFREY M	R	5/13/2010	25.54	076481
0120	HAWTHORNE, ROCHELLE L	R	5/13/2010	73.23	076482
0123	SULLIVAN, BRYAN R	R	5/13/2010	142.93	076483
0124	KRUSE, MICHAEL D	R	5/13/2010	35.83	076484
2172	ARCAND, MICHAEL W	R	5/13/2010	99.46	076485
1030	PITTMAN, TIMOTHY J	R	5/13/2010	1,702.47	076486
2178	JORDAN, JOSHUA L	R	5/13/2010	464.49	076487

	REGULAR	CHECKS :	15	3,374.48
DIRECT DEPO	SIT REGULAR	CHECKS :	18	11,875.98
	MANUAL	CHECKS :		
PRI	NTED MANUAL	CHECKS :		
DIRECT DEP	OSIT MANUAL	CHECKS :		
	VOIDED	CHECKS :		
	NON	CHECKS :		
	TOTAL	CHECKS :	33	15,250.46

***** DIRECT DEPOSIT	LIST **	* * *	PAY PE DIRECI	ERIOD EN 7 DEPOSI	DING T EFFE(CTIVE	DATI	5/19/2010 E 5/19/2010
ЕМР #	NA	ME		• -	AMOUNT			
01-1147 CHARLOTTE E	JOHNSON				150.72			
TOTAL PRINTED:	1				150.72			
5-19-2010 10:42 AM PAYROLL NO: 01 City of Falcon He:		огг снес	K REGIS	TER		PAYROLL	PAGE: DATE:	1 5/19/2010
EMP NO EMPLOYEE NAME	TYPE		CHECK AMOUNT	CHECK NO.				
1145 SCARDIGLI, ANTHONY N	R	5/19/2010	495.02	076503				
5-19-2010 10:42 AM PAYROLL CHECK REGISTER PAGE: 2 PAYROLL NO: 01 City of Falcon Heights PAYROLL DATE: 5/19/2010								
		*** REGISTE	R TOTALS ***					
REGULAR	CHECKS :	l	495.02					
DIRECT DEPOSIT REGULAR	CHECKS :	1						
MANUAL	CHECKS:							
PRINTED MANUAL								
DIRECT DEPOSIT MANUAL	CHECKS:							
VOIDED	CHECKS:							
NON	CHECKS :							
TOTAL	CHECKS:	2	645.74					

*** NO ERRORS FOUND ***

** END OF REPORT **



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 26, 2010
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Michelle Tesser, Deputy City Clerk

Item	City License Applications
Description	 The following individuals have applied for a <u>Mechanical Contractor's License</u> for 2010. Staff has received the necessary documents for licensure. 1. Affordable Comfort Mechanical dba Apollo Heating and Ventilating 2. Weld and Sons Plumbing
	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the 2010 City License Applications.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 26, 2010
Agenda Item	Policy G1
Attachment	Draft Request for Proposals for
	Recycling Collection Services
Submitted By	Justin Miller, City Administrator

Item	Recycling Collection Services Request for Proposals
Description	 The city's current recycling contract with Waste Management expires at the end of 2010. For several months, staff and the environment commission have been reviewing a draft request for proposals (RFP) that was prepared by R.W. Beck, an environmental consulting company which provides technical assistance to communities in Ramsey County. This service is provided free of charge to the City of Falcon Heights through R.W. Beck's contract with Ramsey County. The attached RFP is what will be advertised and sent to waste haulers who provide recycling services in the Twin Cities metropolitan area. Key points of the RFP include: Details of current collection system Haulers may propose multiple collection options, including weekly or biweekly, single-sort, dual sort, or an alternate scenario Minimum requirements, such as customer service practices, collection hours and days, education and promotion items, and reporting guidelines Haulers will provide service at no charge to city hall and identify how they would serve community events, such as the Ice Cream Social Responses will include how they will bill the city on a per household basis, including an explanation on any revenue sharing programs they propose The price will adjust annually at the same rate as the CPI, but will not increase by more than 3% per year The contract will be for a term of three years (2011-2013), with two, one-year extensions (2014 and 2015) at the city's sole discretion
	The proposed schedule is as follows:June 8Release of RFPJuly 9Proposals DueJuly 19Environment Commission reviewJuly 28City Council selects haulerAugustContract negotiationSeptember 8Contract approval by city councilJanuary 2011Contract start date

Families, Fields and Fair

	One main area of discussion among the environment commission was the scoring criteria. The system in the attached RFP allocates 45 points towards environmental and educational factors, 50 points towards economic factors, and five points towards qualifications. It was the commission's desire to weigh the environmental and educational aspects of the proposal as high as possible, but our consultant advises that the economic factors of the proposals should count for at least half of the evaluation.
Budget Impact	Undetermined until proposals are received.
Attachment(s)	Draft Request for Proposals for Recycling Collection Services.
Action(s) Requested	Staff recommends that the Falcon Heights City Council adopt the attached request for proposals for recycling collection services.

City of Falcon Heights, Minnesota

Request for Proposals (RFP) for Recycling Collection Services

May 19, 2010

Scheduled Release Date: June 8, 2010

Proposal Due Date: July 9, 2010

City of Falcon Heights 2077 W. Larpenteur Falcon Heights, MN 55113

Table of Contents

1.	Int	roduction1
1.0	01	Statement of Intent and City Goals 1
1.0	02	Background1
2.	Def	finitions2
2.0	01	Aluminum Cans
2.0	02	City's Designated Contact Person
2.0	03	Collection
2.0	04	Contract
2.0	05	Contractor
2.0	06	Contractor's Annual Recycling Public Education Flyer
2.0	07	Curbside Recycling Bins
2.0	08	Curbside Recycling Service
2.0	09	Glass Bottles and Jars
2.	10	Market Demand
2.	11	Markets
2.	12	Materials Recovery Facility (MRF)
2.	13	Milk Cartons & Juice Boxes 4
2.	14	Multi-Family Dwellings (MFD)
2.	15	MFD Recycling Containers
2.	16	MFD Recycling Service
2.	17	MFD Recycling Stations
2.	18	Non-Targeted Materials
2.	19	Old Corrugated Cardboard (OCC) 4
2.2	20	Paper4
2.2	21	Participation Rate
2.2	22	Plastic Bottles
2.2	23	Process Residuals
2.2	24	Processing
2.2	25	Proposal Scenarios 5
2.2	26	Rigid Containers
2.2	27	Set-Out Rate
2.2	28	Single-Family Dwelling (SFD)
2.2	29	Steel Cans

2	.30	Textiles	. 6
3.	Ge	neral Requirements for All Collections	. 6
3	.01	Contractor Licensing Requirements	. 6
3	.02	Collection Vehicle Equipment Requirements	. 6
3	.03	Pollution Reduction	. 7
3	.04	Personnel Requirements	. 7
3	.05	Collection Hours and Days	. 8
3	.06	Holidays	. 8
3	.07	Severe Weather	. 8
3	.08	Missed Collections	. 9
3	.09	Customer Complaints	. 9
3	.10	City Retains Right to Specify Resident Preparation Instructions	. 9
3	.11	Publicity, Promotion and Education	. 9
3	.12	City Shall Approve Contractor's Resident Education Tags	10
3	.13	Weighing of Loads	10
3	.14	Monthly and Annual Reports	10
3	.15	Annual Performance Review Meeting	11
3	.16	Ownership of Recyclable Materials	11
3	.17	Scavenging Prohibited	11
3	.18	Cleanup of Spillage or Blowing Litter	12
-	.19 Recycla	Recyclable Material Required to be Transported to Markets; Disposal of able Materials Prohibited	12
3	.20	MRFs Must be Specified	12
3	.21	Estimating Materials Composition as Collected	12
3	.22	Process Residuals	13
3	.23	Lack of Adequate Market Demand	13
3	.24	Performance Monitoring	13
4.	Cu	rbside Collection Requirements	14
4	.01	Point of Collection	14
4	.02	Curbside Collection Schedule Deadline	14
4	.03	Procedure for Handling Non-Targeted Materials	14
4	.04	Public Education Information for SFD Residents	14
5.	Mu	lti-Family Dwelling (MFD) Collection Requirements	15
5	.01	MFD Collection Stations	15

	5.02	MFD Container Location(s)	15
	5.03	MFD Service Standards	15
	5.04	MFD Recycling Container Requirements	15
	5.05	Responsibility for Providing and Maintaining Recycling Containers	15
	5.06	Public Education Information for MFD Tenants	15
	5.07	Other Public Education Tools to MFD Building Owners	16
	5.08	Annual Report to MFD Building Owners	16
6.	Mu	nicipal Buildings Collection Requirements	16
7.	Co	mmunity Event Recycling	16
8.	Pay	yment Terms	17
	8.01	Compensation for Services Based on a Fee per Household	17
	8.02	Revenue Sharing	17
	8.03	Price Adjustment	17
9.	Ter	rm of Contract	17
1(). Sul	omitting Proposals	17
	10.01	Proposed Schedule	18
	10.02	Notification of Intent	18
	10.03	Questions	18
	10.04	Contact Restriction	19
	10.05	Proposals Held Confidential	19
	10.06	Review Committee	19
	10.07	Negotiations	19
	10.08	Award of Contract	19
	10.09	New Contract	19
11	l. Pro	pposals May be Rejected in Whole or Part	20
12	2. Ho	w to Submit Proposals	20
13	3. Pro	oposal Content	20
	13.01	Proposal Content Checklist	20
	13.02	References	20
	13.03	Litigation	20
	13.04	Price Worksheet	21
	13.04	.1 Dual-Stream Collection Proposal Scenario	21
	13.04	.2 Single-Stream Collection Proposal Scenario	21
	13.04	.3 Alternate Collection Proposal Scenario	21

	13.04	.4	Revenue Sharing	. 22
	13.04	.5	Processing Fees	. 23
	13.04	.6	Optional Services	. 23
14.	Ver	ndoi	rs May Team with Other Companies	. 24
15.	RF	P ar	nd Proposal to Become Part of Final Contract	. 24
16.	Eva	alua	tion Criteria	. 24
10	6.01	Env	vironmental/Education (45 points)	. 24
10	6.02	Eco	onomics (50 points)	. 25
10	6.03	Qu	alifications (5 points)	. 25
17.	Liq	uid	ated Damages	. 25
18.	Ins	ura	nce and Other Legal Requirements	. 26
18	8.01	Ins	urance	. 26
	18.01	.1	Workers Compensation Insurance	. 26
	18.01	.2	Commercial General Liability Insurance	. 26
	18.01	.3	Commercial Automobile Liability Insurance	. 26
	18.01	.4	Professional Liability Insurance or Errors & Omissions Insurance	. 26
	18.01	.5	Environmental Liability Insurance	. 27
18	8.02	Tra	nsfer of Interest	. 27
18	8.03	No	n-Assignability and Bankruptcy	. 27
18	8.04	Dis	pute Resolution and Arbitration Procedures	. 27
18	8.05	Per	formance Bond	. 27
18	8.06	Ger	neral Compliance	. 28
18	8.07	Ind	ependent Contractor	. 28
18	8.08	Ho	ld Harmless	. 28
18	8.09	Aco	counting Standards	. 28
18	8.10	Ret	ention of Records	. 28
18	8.11	Dat	a Practices	. 29
18	8.12	Ins	pection of Records	. 29
1	8.13	Ap	plicable Law	. 29
1	8.14	Co	ntract Termination	. 29
18	8.15	Em	ployee Working Conditions and Contractor's Safety Procedures	. 29

Attachment A: City of Falcon Heights 2010 Recycling Schedule & Instructions

Attachment B: Falcon Heights Reported Recycling Tonnage

Attachment C: Map of Falcon Heights

Attachment D: Price Worksheet

Attachment E: Proposal Content Checklist

1. Introduction

The following sections describe the City of Falcon Heights intent, background, general information, and decision process about this request for proposals (RFP).

1.01 Statement of Intent and City Goals

This RFP defines the service standards, specifications and proposal requirements of the comprehensive recycling program for the City of Falcon Heights, Minnesota (City). The City seeks to enter into a new recycling contract with a company that has the resources and ability to provide residential recyclable materials collection services for the entire City.

It is the intent of the City to accept and evaluate proposals for comprehensive recycling services including collection, processing, marketing and public education. The goals of the City are to:

- 1.) Maximize the fullest recovery possible of recyclable materials from all residents in the City (from both single-family and multi-family dwellings) and to achieve the most cost-effective solution; and
- 2.) Improve public education of all City residents about recycling services so as to improve participation and recovery rates.

The City encourages proposing vendors to submit their best proposal possible. Vendors may propose multiple scenarios. The "dual-stream proposal" scenario assumes the City's current dual-stream collection and processing recycling methods. Vendors may propose a "single-stream proposal" scenario and/or an "Alternate" proposal scenario, if collection design and price implications are explicitly described. Each scenario proposed must have a distinct, associated price.

In addition, the City is very interested in pursuing its options to offer curbside food waste and organics collection to its residents in the future. If this collection service becomes available during the term of this agreement, the City may request a proposal for such services from the Contractor.

1.02 Background

The City of Falcon Heights has had a curbside recycling program for over twenty years. The City's current recycling contract requires single-family dwelling (SFD) units to be serviced every-other-week (EOW) and multifamily dwelling (MFD) units to be serviced weekly. MFDs may require additional pick-ups as needed. The City's current contract with the existing service provider expires on January 1, 2011.

The City currently employs a dual-stream recycling program for the collection of fibers and rigid containers. The fiber products accepted in the City's recycling program include old newspapers (ONP); magazines and catalogs; mixed mail; office paper; phone books; old corrugated cardboard (OCC); and boxboard. Rigid containers accepted in the program include steel and aluminum cans; glass bottles and jars; and plastic bottles with a neck labeled #1 or #2. These materials are described in more detail in Section 2, "Definitions" as well as in Attachment A,

"2010 Recycling Schedule & Instructions." It should be noted that the current contract includes the collection of automotive batteries, waste motor oil and textiles. These materials are not required to be collected under the new contract.

The City supplies 14-gallon recycling bins to single-family households for curbside collection. The Contractor supplies recycling containers to MFD buildings.

In 2009, approximately 446 tons of recyclable materials were collected from Falcon Heights residents. (Detailed tonnage information can be found in Attachment B, "Falcon Heights Reported Recycling Tonnage.")

Under its current contract, the City is billed \$1.55 per household per month for EOW single-family curbside collection service and weekly MFD collection service.

The 2008 population of Falcon Heights was estimated to be 5,746.¹ The City has approximately 1,219 SFD units and 704 MFD units that receive recycling collection service under this contract. University of Minnesota housing is not included in the City's recycling contract.

Recyclable materials are collected every other Friday for SFDs and every Friday for MFDs. A current recycling collection schedule can be found in Attachment A. In addition, a map of the City is provided in Attachment C.

2. Definitions

2.01 Aluminum Cans

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

2.02 City's Designated Contact Person

The City has designated Justin Miller, City Administrator, as the City's sole point of contact for prospective vendors and eventually the Contractor.

2.03 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.

2.04 Contract

The legal agreement executed between the City and the Contractor. The Contract shall include this RFP document, the successful proposal, and any written clarifications or modifications as specified in Section 14, "RFP and Proposal to Become Part of Final Contract."

¹ Source: Metropolitan Council, Population and Household Estimates, 2008.

2.05 Contractor

The City's recycling service contractor under the new Contract beginning operation on January 3, 2011.

2.06 Contractor's Annual Recycling Public Education Flyer

The City will require the Contractor to publish and distribute an annual public education flyer that contains the following recycling information for City residents:

- Annual calendar of curbside recycling schedule for Single-Family Dwellings;
- List of materials to be included for recycling;
- List of Non-Targeted Materials that cannot be recycled in the City's program; and
- How to prepare materials.

In addition, annual public education is required for MFD units as described in Section 5.06.

2.07 Curbside Recycling Bins

Uniform curbside recycling bins (e.g., blue, 14-gallon plastic recycling "tubs") supplied by the City in which recyclable materials can be stored and later placed for curbside Collection, as specified by the City. Also pertains to bins, boxes, bags or other containers used by residents to separate their recyclable materials. Additional bins are available to residents at no charge. The recycling containers remain the property of the City.

2.08 Curbside Recycling Service

The recycling Collection service specified within this RFP utilizing Curbside Recycling Bins. Some Multi-Family Dwellings may receive Curbside Recycling Service using Curbside Recycling Bins.

2.09 Glass Bottles and Jars

Unbroken bottles and jars, and containers (lids/caps and pumps removed) that are primarily used for packing and bottling of food and beverages. Does not include dishes or drinking glasses, window glass or ceramic glass.

2.10 Market Demand

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

2.11 Markets

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

2.12 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.

2.13 Milk Cartons & Juice Boxes

Gable top milk cartons, juice boxes and aseptic packaging used for soup, broth, soy milk, etc.

2.14 Multi-Family Dwellings (MFD)

A building or a portion thereof containing four (4) or more dwelling units.

2.15 MFD Recycling Containers

Recycling containers, provided by the vendor, used for multiple family dwellings (MFD) including any bin, cart, dumpster or other receptacle for temporary storage and aggregation of designated recyclables from residents in MFDs prior to Collection. Such recycling containers must be separate, explicitly labeled as to recyclables included, and colored differently from other containers for mixed solid waste or trash.

2.16 MFD Recycling Service

Recycling Collection service, together with related public education and other customer services, provided to MFD residents that utilize MFD Recycling Containers and use MFD Recycling Stations.

2.17 MFD Recycling Stations

The location of MFD Recycling Containers designated by the recycling Contractor with agreement of the MFD building owner. MFD Recycling Stations are typically a cluster of recycling carts and/or recycling dumpsters.

2.18 Non-Targeted Materials

Materials that are not included in the City's recycling program. Examples of typical Non-Targeted Materials include (but are not limited to): pumps on Plastic Bottles, ceramic material in glass streams, frozen pizza boxes in the Paper stream, etc.

2.19 Old Corrugated Cardboard (OCC)

Cardboard material with double wall construction and corrugated separation between walls. Does not include plastic, wax or other coated cardboard.

2.20 Paper

Newspapers with inserts; magazines and catalogs; mixed mail; office paper; phone books; OCC; boxboard; and wet-strength boxes (soda cases). Does not include paper egg cartons or frozen or refrigerated food boxes.

2.21 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.

2.22 Plastic Bottles

Plastic bottles shaped with a neck, rinsed and with lids, caps, rings and pumps removed. Recyclable Plastic Bottles shall be identified on the bottom with the codes #1 (PET) and #2 (HDPE) including bottles containing: liquor; milk; juice; soft drinks; water; soap; and cosmetics. Does not include margarine tubs, yogurt containers or any plastic container with the codes #3 - #7.

2.23 Process Residuals

The material that cannot be 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 may include, but are not limited to bulky items, contaminants, Non-Targeted Materials, 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.

2.24 Processing

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

2.25 Proposal Scenarios

There are two different recycling Collection/Processing systems identified by the City for purposes of this RFP: dual-stream and single-stream. In addition, alternate Collection scenarios may be proposed (see Attachment D, "Price Worksheet").

- Dual-Stream Collection (EOW) The proposal scenario assuming the City's current dual-stream (every-other-week) Collection and Processing system for purposes of this RFP. Dual-stream service includes Collection and Processing the residential curbside and MFD material within the form of a dual-stream system whereby residents will continue to be instructed to separate recyclables into two groups of materials: (1) all Rigid Containers; and (2) all Paper fiber products. Other design and operating details of the current Collection, Processing and public education systems are assumed within this dual-stream scenario.
- Dual-Stream Collection (Weekly) The City is interested in receiving price proposals from vendors for the option of dual-stream Collection on a weekly basis.

- **Single-Stream Collection** Vendors may propose a single-stream Collection and Processing system whereby residents will be instructed to commingle all categories of recyclable materials in one bin/container.
- Alternate Collection Proposal Vendors may propose a variation of dualstream or single-stream Collection. Variations may include additional materials to be collected, alternative container options, etc.

2.26 Rigid Containers

Steel and Aluminum cans; Glass Bottles and Jars; Milk Cartons and Juice Boxes; and Plastic Bottles with a neck labeled #1 or #2.

2.27 Set-Out Rate

The number of households (SFDs) that set out recycling bins each week as a percentage of the overall number of SFDs in the City.

2.28 Single-Family Dwelling (SFD)

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

2.29 Steel Cans

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

2.30 Textiles

Textiles include unwanted but reusable linens such as 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.

3. General Requirements for All Collections

The following general requirements are pertinent to all recycling Collections (i.e., both Curbside Recycling Service and MFD Recycling Service). However, the City acknowledges that Collection service frequencies and other factors will vary between residential and MFD Collection programs.

3.01 Contractor Licensing Requirements

Haulers of recyclable materials must have a Collection license issued by the City, per City Code Section 14-277.

3.02 Collection Vehicle Equipment Requirements

Vehicles shall be designated to accommodate Collection material separation as specified by the Contract, and shall be clearly signed on both sides as a recycling Collection vehicle. In addition, all Collection vehicles used in the 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; and
- Be kept clean and as free from offensive odors as possible.

Each Collection vehicle shall be equipped with the following:

- a. Two-way communications device.
- b. First aid kit.
- c. An approved fire extinguisher.
- d. Warning flashers.
- e. Warning alarms to indicate movement in reverse.
- f. Sign on the rear of the vehicle which states "This Vehicle Makes Frequent Stops".
- g. A broom and shovel for cleaning up spills.

All of the required equipment must be in proper working order. All vehicles must be maintained in proper working order and be as clean and free from odors as possible. All vehicles must be clearly identified on both sides with Contractor's name and telephone number prominently displayed. The lettering must be at least three inches in height.

3.03 Pollution Reduction

Contractor shall demonstrate a commitment to reducing air pollution from Collection vehicles. Contractor shall submit as part of its proposal, a list of quantitative steps it has taken to reduce air pollution. Examples may include:

- A description of its current use of low-sulfur diesel fuel, biodiesel, or natural gas;
- A description of its current use of particulate filters for its fleet; and/or
- A timetable for converting its fleet to using alternative fuels and installing air pollution reduction technology.

In addition, proposers shall describe their current efforts and future plans to reduce greenhouse gas emissions (from Collection operations, Processing operations, transporting materials to Market, etc.) as well as any environmentally sustainable initiatives that are currently a part of the proposer's business operations or are planned for the future.

3.04 Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this RFP. 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 each 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:

- a. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b. 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.
- c. Be clean and presentable in appearance, as so far as possible.
- d. Wear a uniform and employee identification badge or name tag.
- e. Drive in a safe and considerate manner.
- f. Manage Curbside Recycling Bins and MFD Recycling Containers in a careful manner so as to avoid spillage and littering or damage to the bin or container. Containers should not be thrown once emptied.
- g. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- h. Avoid damage to property.
- i. 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.

3.05 Collection Hours and Days

The City requires all such Collections to begin no sooner than 7 a.m. and shall be complete by 7 p.m. every Friday. The Contractor may request City authorization of exceptions to these time restrictions (e.g., pursuant to the "Severe Weather" provision described in Section 3.07). The Contractor must request such exception from the City's Designated Contact Person via telephone or email, prior to the requested Collection event and specify the date, time and reason for the exception.

3.06 Holidays

Holidays refers to 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 Friday Collection falls on a holiday, Collection for that day will be collected one day later (Saturday). The Contractor shall publish a yearly calendar including alternate Collection days, with assistance from the City.

3.07 Severe Weather

The Contractor may postpone recycling Collections due to severe weather at the sole discretion of the Contractor. If Collections are so postponed, the Contractor

shall notify the City's Designated Contact Person via telephone or email. Upon postponement, Collection will be made on a day agreed upon between the Contractor and the City.

3.08 Missed Collections

The Contractor shall have a duty to pick up missed recycling Collections. The Contractor agrees to pick up all missed Collections on the same day the Contractor receives notice of a missed Collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed Collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed Collection before 4:00 p.m. on the following business day.

3.09 Customer Complaints

Contractor shall provide staffing of a telephone-equipped office to receive missed Collection complaints between the hours of 7:00 a.m. and 5:00 p.m. on weekdays, except holidays. 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 complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; 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.

Complaints on service will be taken and collected by the Contractor. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for corrective actions and shall answer all complaints courteously and promptly.

3.10 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.

3.11 Publicity, Promotion and Education

The City updates its website with recycling information and instructions and periodically publishes recycling-related information in the City's monthly mininewsletter, The Falcon Flyer. The newsletter is distributed door-to-door to all single-family homes in the City on the fourth Tuesday of the month and is also available on the City's website. Managers of MFD buildings may request copies to distribute to their tenants.

In an effort to increase participation and improve compliance with City-specified resident preparation instructions, the Contractor shall publish and distribute (via mail or hand deliver) public education to SFDs as described in Section 2.05, "Contractor's Annual Recycling Public Education Flyer" and Section 4.04, "Public Education Information for SFD Residents." The Contractor must also publish and distribute public education to MFDs as described in Section 5.06, "Public Education Information for MFD Tenants."

The Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) month before printing and distribution of any such literature.

In addition, proposers are encouraged to specify other public education tools that they are willing to provide (e.g., recycling information printed in other languages, recycling education materials targeted for a specific neighborhood or 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.

3.12 City Shall Approve Contractor's Resident Education Tags

The Contractor shall produce "resident education tags" to be left by curbside Collection crews if any Non-Targeted Material is rejected and left at the curb. The Contractor shall submit a draft of the tags for approval by the City, at least one (1) month before printing.

3.13 Weighing of Loads

Contractor will keep accurate records consisting of an approved weight slip with the date, time, Collection route, driver's name, vehicle number, tare weight, gross weight, and net weight for each loaded vehicle that has collected recyclable material from SFDs and MFDs in Falcon Heights. Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. (The City requires that the Contractor record the weight of the City's residential recyclables before adding materials from another municipality or commercial customers.) A copy of each weight ticket shall be kept on file and made available for inspection upon request by the City.

3.14 Monthly and Annual Reports

The Contractor will submit to the City monthly reports and annual reports. At a minimum, the Contractor shall include the following information monthly:

- Total quantities of recyclable materials collected, by material type (in tons).
- Net quantities of recyclable materials marketed, by material type (in tons).
- Quantities of Process Residuals disposed (in tons).
- Recycling service fee (based upon contracted price per household).
- Revenue share credits back to the City (if any).
- Log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of response.
- Log of all resident addresses where "education tags" were left because of Non-Targeted Materials set out for recycling.

At a minimum, the Contractor shall include the following information annually:

- Total quantities of recyclable materials collected in the City, by material type (in tons).
- Net quantities of the City's recyclable materials marketed, by material type (in tons).
- Quantities of Process Residuals disposed (in tons).
- Materials composition analysis of the City's recyclable materials.
- Average Participation Rates and Set-Out Rates and an explanation of how those rates were calculated.
- A list of households not participating in the curbside recycling program.

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, MFD Recycling Service, etc.).

3.15 Annual Performance Review Meeting

Upon receipt of the Contractors annual report (see Section 3.14 of this RFP), the City shall schedule an annual meeting with the Contractor and the City's Environment Commission. The objectives of this annual meeting will include, but not be limited to, the following:

- Review Contractor's annual report, including trends in recovery rate and participation.
- Review efforts the Contractor has made to expand Markets for recyclable materials.
- Review Contractor's performance based on feedback from residents to the Environment Commission members and/or City staff.
- Review Contractor's recommendations for improvement to the City's recycling program, including enhanced public education and other opportunities.
- Review City staff recommendations for Contractor's service improvements.
- Discuss other opportunities for improvement during the remainder of the Contract.

3.16 Ownership of Recyclable Materials

Ownership of the recyclable materials shall remain with the person placing them for Collection until Contractor's personnel physically touches them for Collection, at which time the ownership of the recyclable materials shall transfer to Contractor.

3.17 Scavenging Prohibited

Per City Code, Article II, Collection and Disposal, Sec. 38-23, it is unlawful for any person or hauler who is not authorized by the City to take or collect recyclable material set out for authorized Collection within the City.

3.18 Cleanup of Spillage or Blowing Litter

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

3.19 Recyclable Material Required to be Transported to Markets; Disposal of Recyclable Materials Prohibited

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

The City prefers the highest and best use of the glass collected within the City. The process of recycling Glass Bottles and Jars back into Glass Bottles and Jars is preferred over Processing glass to be used as road aggregate, sandblast media, fiberglass or other alternative uses.

Proposers shall provide a written statement describing the end use of the glass collected from the City of Falcon Heights as part of their proposal. As stated in Section 18.12, "Inspection of Records," at any time, the City or its designees may inspect the Contractor's records.

3.20 MRFs Must be Specified

The Contractor shall assure the City that adequate recyclable material Processing capacity will be provided for material collected in the City. The proposals must clearly specify the location(s) of its recyclables Processing facility (or sub-Contractor'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 change in these or subsequent plans for receiving and Processing recyclable materials collected from the City.

3.21 Estimating Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the City's recyclable materials each year to estimate the relative amount, by weight, of each recyclable commodity by grade (i.e., industry specification) or offer a suitable alternative to a composition analysis. 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 the analysis each year of the Contract.

3.22 Process Residuals

The Contractor shall provide the City a written description of the means to estimate Process Residuals derived from the City's recyclables. This written description shall be reviewed and approved in writing by the City. This written description shall be updated by the Contractor immediately after any changes to the Processing facilities used by the Contractor. The City may audit the records of the Contractor to verify the agreed upon process (see Section 18.12, "Inspection of Records").

The quantities of Process Residuals must be reported to the City in the annual composition analysis as described in Section 3.21.

As part of their response to this RFP, Proposers shall provide:

- Average residual rates from their processing operations for each type of collection method (dual-stream and single-stream); and
- A written description of how their company plans to minimize the amount of residuals from the Processing of the City's recyclable materials, as part of their proposal.

3.23 Lack of Adequate Market Demand

In the event that the Market for a particular recyclable material ceases to exist, or becomes economically depressed that it becomes economically unfeasible to continue Collection, Processing and marketing of that particular recyclable material, the City and the Contractor will both agree in writing that it is no longer appropriate to collect such item before Collection ceases. The Contractor shall give the City as much notice as possible, in writing, about the indications of such Market condition changes.

The City and Contractor shall agree on a date in a written Contract amendment to cease Collection of the recyclable item in question. The Contractor shall at all times be under a duty to minimize the quantity of recyclable materials disposed in a landfill, incinerator or other facility receiving mixed municipal solid waste. If disposal of any recyclable commodity becomes necessary, upon receiving written permission from the City, the Contractor shall dispose of the recyclable materials at a facility specified in writing by the City or an alternative agreed upon by the City and the Contractor. The City and the Contractor shall negotiate a cost for the disposal of the recyclable material in question.

3.24 Performance Monitoring

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

4. Curbside Collection Requirements

The following Collection requirements are for Curbside Recycling Services only and do not pertain to MFD Recycling Services.

4.01 Point of Collection

The Collection of recyclable materials in the City will occur mostly at the curbside, however there are a few alleys that require Collection service. A list of addresses with alley Collection will be provided to the Contractor during Contract negotiations.

During the term of this Contract, there may be times when elderly residents or those with short- or long-term physical limitations are unable to bring their Curbside Recycling Bin to the curb. In those instances, the Contractor will be required to provide house-side Collection service. As of the date of this RFP, the City does not have any residents requiring house-side Collection of recyclables.

4.02 Curbside Collection Schedule Deadline

If the Contractor determines that the Collection of recyclable materials will not be completed by 7:00 p.m. on a given Friday, the Contractor shall notify the City by 4:30 p.m. that same day and request an extension of the Collection hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion and the expected time of completion. If the City's Designated Contact Person cannot be reached, the Contractor will request the Recycling Coordinator.

4.03 **Procedure for Handling Non-Targeted Materials**

If the Contractor determines that a resident has set out Non-Targeted Materials, the driver shall use the following procedure:

- 1. Contractor shall leave the Non-Targeted Materials in the resident's Curbside Recycling Bin and leave an "education tag" indicating acceptable materials and the proper method of preparation.
- 2. The driver shall record the address and the Contractor shall report the address to the City in the monthly report.

If this procedure for handling Non-Targeted Materials is not feasible for automated or semi-automated Collection systems, the vendor must so specify and explain alternative public education methods to maintain and improve quality of recyclable materials set out by City residents.

4.04 Public Education Information for SFD Residents

The Contractor shall be responsible for the following:

- Annual distribution of the Contractor's Recycling Public Education Flyer as described in Section 2.05; and
- Distribution of resident education tags to be left by curbside Collection crews if any Non-Targeted Material is rejected and left at the curb as described in Section 4.03.

5. Multi-Family Dwelling (MFD) Collection Requirements

The following Collection requirements are for MFD Recycling Services only and do not pertain to curbside Collection services.

5.01 MFD Collection Stations

MFD Recycling Stations will be specified with agreement of the MFD building owner on a case-by-case basis. MFD Recycling Stations will likely be a cluster of recycling carts and/or recycling dumpsters. The number and location of MFD Recycling Stations shall be adequate to be reasonably convenient and accessible to all MFD residents.

5.02 MFD Container Location(s)

MFD Recycling Containers shall be placed in a location(s) on the MFD premises which permits access for Collection purposes but which does not obstruct pedestrian or vehicular traffic and shall comply with the City's zoning and other ordinances.

5.03 MFD Service Standards

At a minimum, MFD recyclables Collection services shall be available on the premises and shall be provided on a regularly scheduled basis of at least once per week. The Collection schedule and recycling containers' capacity shall provide for regular removal of the recyclables such that there is adequate storage capacity available in the recycling containers to avoid overflowing containers.

5.04 MFD Recycling Container Requirements

The recycling containers shall be:

- 1. Sufficient in number and size to meet the demands for recycling services created by the occupants.
- 2. Equipped with hinged lids.
- 3. Equipped with standardized labels identifying the type of recyclable material to be deposited in each container.
- 4. Colored differently from other containers used for garbage Collection.
- 5. Maintained in proper operating condition and reasonably clean and sanitary.
- 6. Repaired or replaced on a reasonable schedule if stolen or broken.

5.05 Responsibility for Providing and Maintaining Recycling Containers

MFD Recycling Containers shall be provided and maintained by the City's Contractor.

5.06 Public Education Information for MFD Tenants

At least once per year, the City's recycling Contractor shall supply each MFD building owner with the sufficient number of recycling fact sheets/instructions for all units in the building(s). The information should specifically address MFD

Recycling Service and should not be the same educational material distributed to SFDs.

5.07 Other Public Education Tools to MFD Building Owners

Vendors are encouraged to specify other public education tools that the Contractor will provide, in cooperation and coordination with MFD building owners.

5.08 Annual Report to MFD Building Owners

The City's Contractor shall provide an annual report by January 31 of each year to each MFD building owner. 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 and building manager and contact information (mailing address, phone numbers, e-mail address, 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. Total quantities of recyclable materials collected, by material type.
- 7. Recommendations for future improvements to increase recovery rates (e.g., specific public education tools).

6. Municipal Buildings Collection Requirements

The Contractor shall provide, at no charge, recycling containers and Collection service once per week at City Hall located at 2077 West Larpenteur, Falcon Heights, Minnesota.

7. Community Event Recycling

As part of this proposal, Contractor shall describe its experience in providing recycling Collection services at community events and what, if any, recycling Collection opportunities could be provided (and if there would be an additional cost), at the following Falcon Heights annual events:

- Winterfest in January;
- Ice Cream Social in July; and
- Falcon Heights/Lauderdale Family 5K in August.

All events are held in Community Park located near the intersection of Roselawn and Cleveland. The Ice Cream Social offers an opportunity for the Contractor to have an educational booth/display to promote recycling.

8. Payment Terms

8.01 Compensation for Services Based on a Fee per Household

The City agrees to pay the Contractor for recycling Collection services provided to the City as described in the Contractor's proposal, and made part of an executed Contract, based on the number of household units certified by the City. By February 1st of each year the City will review the number of certified SFD and MFD 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 in Section 3.14 with the monthly bill. Payment to the Contractor will not be released unless the required information is included in the monthly bill or submitted separately according to the deadlines as specified in Section 3.14.

8.02 Revenue Sharing

Proposers may elect to participate in revenue sharing with the City as detailed in Section 13.04.4. 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.

8.03 Price Adjustment

The price per household per month for 2011 will be set in accordance with the per household price proposed on the pricing worksheet (Attachment D). The annual per household fee payable for each successive Contract year shall equal the annual fee payable for the previous year adjusted proportionately by the annual Consumer Price Index (CPI) for the "Midwest Urban" region or 3%, whichever is lower. The published index for determining the annual percent change of the CPI will be the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/).

The annual fee shall not be increased by more than 3%. If the CPI for the previous calendar year is negative, the price per household would remain unchanged for the subsequent year.

9. Term of Contract

The term of the new recycling Contract will be a period of three (3) years from January 3, 2011 through December 31, 2013. The City may consider up to two, one-year extensions for years 2014 and 2015, at the City's sole discretion.

10. Submitting Proposals

To the best of its ability, the City will use the following process and schedule outlined in Section 10 for its decision-making regarding this RFP.

10.01 Proposed Schedule

June 8, 2010	Release of RFP
June 18	Notification of Intent
June 18	Questions from Potential Proposers Due
June 25	City Responds to Proposers' Questions
July 9	Proposals Due
July 16	Proposal Evaluation Completed by City Staff
July 19	Staff Presentation to Environment Commission with Recommendation
July 28	City Council Meeting: Request Staff Authorization to Negotiate Contract
July 29 – Aug. 31	Negotiations
September 8	City Council Meeting: Request Approval and Authorization to Execute Final Agreement and Award Contract
January 1, 2011	Contract Start Date

10.02 Notification of Intent

Prospective Contractors interested in responding to this RFP shall notify the City in writing (e-mail or fax is acceptable) of their interest. Notifications of intent should be sent to:

Justin Miller City Administrator City of Falcon Heights 2077 W. Larpenteur Falcon Heights, MN 55113 Fax: (651) 792-7610 E-mail: justin.miller@falconheights.org

Notifications shall include the vendor's name, contact person's title, address, phone number, and e-mail address. Notification of intent must be made by Friday, June 18, 2010.

It is the responsibility of the vendors to ensure their Notification of Intent was received by the City.

10.03 Questions

Questions, requests for clarification or requests for information about this RFP or process must be submitted in writing (via mail, email or fax) by 4:00 p.m. **Friday**, **June 18, 2010** to the City Administrator:

Justin Miller City Administrator City of Falcon Heights 2077 W. Larpenteur Falcon Heights, MN 55113 Fax: (651) 792-7610 E-mail: justin.miller@falconheights.org

All questions and requests for more information and the City's responses will be summarized in writing and forwarded to all other qualified vendors prior to **Friday, June 25, 2010**.

10.04 Contact Restriction

Any unauthorized contact with City staff, City Council Members, or members of the City's Environment Commission will subject the company to disqualification from further consideration. This restriction will be in effect from the date this RFP is finalized and authorized for release by the City Council through the date of final Contract award (including authorization for execution) by the City Council.

10.05 Proposals Held Confidential

Only the company names of vendors submitting proposals will be made public. All proposal documents shall be held as confidential until the City Council awards a new Contract and authorizes staff to execute the new Contract.

10.06 Review Committee

Proposals will be reviewed by the City's Environment Commission. (See Section 16, "Evaluation Criteria" of this RFP.) The Commission will recommend vendors, in rank order of priority, to the City Council.

10.07 Negotiations

City staff will negotiate with the top ranked vendor. If negotiations with topranked vendor are not successful, the City may then initiate negotiations with second ranked vendor, and so on.

The City reserves the right to negotiate specific work elements with a respondent into a Contract of lesser or greater expense than described in this RFP or the respondent's reply.

10.08 Award of Contract

Once a draft Contract has been successfully negotiated, City staff will present its recommendations to the City Council (approximately **September 8, 2010**). The City Council may then award the Contract and authorize staff to execute it.

10.09 New Contract

The new recycling Contract will commence on January 3, 2011.

11. Proposals May be Rejected in Whole or Part

The City of Falcon Heights reserves the right to:

- Reject any or all proposals;
- Reject parts of proposals;
- Negotiate modifications of proposals submitted; and
- Accept part or all of the proposals on the basis of consideration(s) other than proceeds or cost.

12. How to Submit Proposals

Proposals will be accepted only from those who submitted a Notification of Intent as described in Section 10.02.

Proposal shall be submitted to the Zoning/Planning Office at City Hall no later than 4 p.m. (CDT) **Friday, July 9, 2010**, in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: "Recycling Services Proposal"

City of Falcon Heights, City Hall City Administrator 2077 W. Larpenteur Falcon Heights, MN 55113

c/o Justin Miller City Administrator

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

Twelve (12) written, hard copies of the proposal and all attachments shall be submitted.

One electronic copy of the proposal must also be submitted on a CD disk (or suitable alternative disk format) inside of the sealed envelope. The proposal file must be formatted in Microsoft WORD or a suitably compatible alternative.

13. Proposal Content

13.01 Proposal Content Checklist

Qualified proposals must include all of the elements referenced in this RFP. A Proposal Content Checklist can be found in Attachment E.

13.02 References

Proposers must include a list of references including other municipal clients in the Twin Cities metro region receiving similar services.

13.03 Litigation

Statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation.

13.04 Price Worksheet

Vendors must complete a price worksheet (Attachment D) as part of each proposal they submit. Vendors may complete one or both proposal scenario price worksheets: dual-stream (either weekly or EOW) and/or single-stream. In addition, vendors may also complete an "Alternate" proposal scenario price worksheet if their proposed system does not fit into one of the first two scenarios.

13.04.1 Dual-Stream Collection Proposal Scenario

If vendors propose under the dual-stream Collection scenario (either weekly or EOW), they should assume materials would be both collected <u>and</u> processed in a dual-stream mode. Under this dual-stream scenario, SFD and MFD residents will be instructed to separate recyclables into two groups of materials: (1) all Rigid Containers; and (2) all Paper fiber products. Under this dual-stream scenario, Processing shall also be by the categories as collected: Paper separated from containers. It is not acceptable to propose to collect materials in a dual-stream mode and then process them in a single-stream mode.

If the City awards a new dual-stream service Contract under this scenario, the new Contractor shall not make any changes to the dual-stream Collection or Processing systems without written approval of the City. Vendors may propose variations to this scenario, using the Alternate Proposal Scenario.

13.04.2 Single-Stream Collection Proposal Scenario

Vendors may propose a single-stream Collection and Processing system whereby residents will be instructed to commingle all groups of recyclable materials in one container, typically a lidded, wheeled cart. If vendors propose under this single-stream proposal scenario, the vendor must provide an explicit description of the following Collection design details:

- Cart size and other specifications;
- Ownership of carts (City vs. Contractor);
- Residents' material preparation and setout requirements (e.g., if corrugated cardboard is to be placed in the single-stream cart, location of carts, etc.);
- Handling of Non-Targeted Materials;
- Collection frequency; and
- Any other Collection system design and operational elements the City will need to fully understand the single-stream proposal.

13.04.3 Alternate Collection Proposal Scenario

Vendors proposing an alternate Collection scenario must explicitly describe the Collection service design (e.g., resident materials sorting/preparation requirements, Collection frequency, container size, container ownership, etc.).

13.04.4 Revenue Sharing

All qualified proposals shall state explicitly if the vendor proposes to participate in revenue sharing with the City. If the City awards the Contract to a vendor that proposes revenue sharing, the Contractor shall, on a monthly basis, rebate an amount to the City based on a mutually agreed upon formula.

The components of the revenue sharing formulae include:

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

The basic revenue share formula outlined in Attachment D of this RFP can be summarized as a portion (%) of the vendor's materials sales revenue from the sale of Paper grades and Aluminum, less Processing costs for these commodities. Alternative revenue sharing formulae may be proposed.

The City-initiated revenue sharing outline for purposes of this RFP consists of the following formulae:

1.) **Paper.** A per ton payment of all Paper grades collected from the City based on the designated published index less the proposed Paper Processing cost per ton. The designated published index used shall be the Official Board Markets (OBM) "Yellow Sheet," first week of the month, Chicago region for Old Newspapers (ONP) #8, high-side of range. Proposers must state on the price worksheet (Attachment D) what percent of this index will be used for the "gross revenue" and the proposed Paper Processing cost per ton.

2.) Aluminum. A per ton payment of Aluminum collected from the City based on the designated published index less the proposed Aluminum Processing cost per ton. The designated 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. Proposers must state on the price worksheet (Attachment D) what percent of this index will be used for the "gross revenue" and the proposed Aluminum Processing cost per ton.

If a revenue sharing component is offered (i.e., greater than zero percent) for either Paper or Aluminum, 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 Paper grades and tons of Aluminum collected from the City even in the case the City were to receive no rebate for the month. Also, the Contractor shall provide copies of the referenced OBM market index and AMM market index with each monthly statement or copies of the market indices used. If a vendor chooses not to use a published index, but rather use a verified Market price paid to vendor from the sale of a particular commodity, it must be stated explicitly. Proposers shall provide a detailed explanation of how they will calculate the tonnage estimates.

At no time shall the City's total net revenue share be less than zero (\$0). In other words, the City shall not pay the Contractor for a "negative" revenue share due to poor Markets. If there is a "negative" revenue share, the City shall only pay Processing costs for the tons collected. The City understands that net revenues may equal zero at times due to poor Markets; however, the City shall not pay any costs above and beyond Processing costs.

Each proposal scenario must contain a percent revenue share offer for both Paper and Aluminum as described immediately above (see Attachment D – Price Worksheet). Proposers may offer from zero (0) percent to one hundred (100) percent revenue share.

The vendors may propose revenue sharing for other commodities and corresponding pricing formulae in their proposal by completing the "Alternate Proposal Scenario" in Attachment D. In addition, the City or the Contractor may propose revenue sharing for other commodities and corresponding 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 in writing in the form of an amendment to the Contract.

13.04.5 Processing Fees

Processing fees will be calculated by multiplying the tons of all Paper materials and the tons of Rigid Containers collected by the Processing fees proposed in Attachment D.

Processing fees will not be applied to Process Residuals.

13.04.6 Optional Services

Proposers may provide descriptions of additional services available to the City, including but not limited to:

- Additional materials proposed to be collected for recycling from SFD and MFD units such as Textiles, additional plastics, scrap metal, etc. Proposer must provide explanation/documentation that these materials will be recycled and the end-markets are sustainable.
- Additional public education beyond the RFP requirements (e.g., recycling information printed in other languages, recycling education materials targeted for a specific neighborhood or targeting a specific material type, etc.).
- Recycling Collection opportunities for community events as described in Section 7.
- Descriptions of innovative ideas and approaches to increase recycling rates, promote reuse and waste reduction, and other sustainability efforts.

14. Vendors May Team with Other Companies

It is recognized that some prospective haulers may wish to sub-contract with other companies for Processing services. This is allowed as needed, but all such Contractor–sub-contractor relationships must be explicitly described in each proposal scenario. The City will contract with only one primary Contractor for the recycling services.

Multiple vendors 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.

15. RFP and Proposal to Become Part of Final Contract

The contents of this RFP, the successful proposal, and any written clarifications or modifications to the contents thereof submitted by the successful proposer shall become part of the contractual obligations and be incorporated by reference into the ensuing Contract. If any provision of the Contract is in conflict with the referenced RFP or proposal, the Contract shall take precedent.

16. Evaluation Criteria

The City will objectively evaluate the proposals submitted to determine the best value for the City and its residents. A comprehensive set of criteria will be used to quantify the merits of each proposal. The evaluation categories and relative point values are shown below. The criteria will include, but is not limited to, the following:

16.01 Environmental/Education (45 points)

- Pollution reduction efforts as outlined in Section 3.03 of this RFP.
- Highest and best use of glass, as outlined in Section 3.19.
- Proposer's plan to minimize the amount of residuals from the Processing of the City's recyclable materials (Section 3.22).
- Innovations proposed to increase recycling participation, tonnages and materials collected, including adding additional materials to the City's list of standard materials to be recycled.
- Ability/willingness to provide recycling Collection opportunities for City-sponsored or community events (Section 7).
- Current efforts and future plans to reduce greenhouse gas emissions (from Collection operations, Processing operations, transporting materials to Market, etc.) as well as any environmentally sustainable initiatives that are currently a part of the Proposer's business operations or are planned for the future.
- Proposed public education tools and services offered beyond RFP requirements (e.g., recycling information printed in other languages, recycling education materials targeted for a specific neighborhood or targeting a specific material type, etc.).

 Proposed public education tools that the Contractor could provide in cooperation and coordination with MFD building owners (e.g., posters, signage, etc.).

16.02 Economics (50 points)

- The proposed price of the recycling Collection service (e.g., fee per household per month for both SFD and MFD units).
- Proposed Processing fees (e.g., fee per ton for Paper and aluminum, or for specific recyclable materials, by commodity type/grade).
- If applicable, the proposed revenue to the City from the sale of recyclable materials (as estimated by the annual revenue after Processing fees).

16.03 Qualifications (5 points)

- Strength of qualifications of the Proposers (together with any proposed subcontractors), especially related to the particular needs of the City of Falcon Heights.
- Comments from the Proposer's references.
- Responsiveness to all provisions of this RFP.

17. Liquidated Damages

The Contractor shall agree, in addition to any other remedies available to the City, 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:

- 1. Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner \$50 per incident.
- 2. Failure to collect properly notified missed Collections \$250 per incident.
- 3. Failure to provide monthly and annual reports \$100 per incident.
- 4. Failure to complete the Collections within the specified timeframes without proper notice to the City \$100 per incident.
- 5. Failure to clean up from spills during Collection operations \$250 per incident.
- 6. Failure to report on changes in location of recyclable materials Processing operations \$250 per incident.
- 7. Failure to provide written description of the means to estimate relative amount of Process Residuals derived from the City's recyclables \$100 per incident.
- 8. Failure to receive City written approval of changes to the Collection and Processing systems prior to implementing any such change \$5,000.
- 9. Failure to conduct and report results of the annual composition analysis \$100 per incident.

These designated amounts for non-performance do not represent penalties.

18. Insurance and Other Legal Requirements

18.01 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. The Contractor and its sub-contractors shall secure and maintain the following insurance:

18.01.1 Workers Compensation Insurance

Workers Compensation insurance shall meet the statutory obligations with Coverage B - Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

18.01.2 Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$2,000,000 general aggregate, \$2,000,000 personal and advertising injury, \$2,000,000 each occurrence, \$50,000 fire damage and \$1,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.

This insurance shall include up to \$10,000 expenses to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the pollutants is caused by or results from a covered cause of loss.

18.01.3 Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

18.01.4 Professional Liability Insurance or Errors & Omissions Insurance

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. A thirty (30)-day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its sub-contractors, if sub-contracting is allowable under this contact, to comply with these provisions.

18.01.5 Environmental Liability Insurance

The Contractor agrees that they 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. The Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the Contractor, its employees or agents.

18.02 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 sub-contract 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 sub-contract shall be grounds for immediate Contract termination.

18.03 Non-Assignability and Bankruptcy

The parties hereby agree that the 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, the 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.

18.04 Dispute Resolution and Arbitration Procedures

The parties agree that any controversy or claim arising out of or relating to the agreement or the breach thereof, shall be settled, at the option of the City by arbitration in accordance with the Rules of the American Association of Arbitration and judgment upon the award by the Arbitrator(s) may be entered in any court with jurisdiction thereof.

18.05 Performance Bond

The Contract shall specify requirements for a performance bond in the case of the Contractor's failure to perform contracted services. The performance bond shall be for a minimum of \$150,000.

18.06 General Compliance

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

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

18.07 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.

18.08 Hold Harmless

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

18.09 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.

18.10 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.

18.11 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 the proposals are opened for review by the City. At that time the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, MN Statute 13.591.

18.12 Inspection of Records

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

18.13 Applicable Law

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

18.14 Contract 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 60 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.

18.15 Employee Working Conditions and Contractor'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.

Attachment A City of Falcon Heights 2010 Recycling Schedule & Instructions

	January								
S	Μ	Т	W	Т	F	S			
		1	2						
3	4	5	6	7	8	9			
10	11	12	13	14	15	16			
17	18	19	20	21	22	23			
24	25	26	27	28	29	30			
31									

	March									
S	М	Т	W	Т	F	S				
	1	2	3	4	5	6				
7	8	9	10	11	12	13				
14	15	16	17	18	19	20				
21	22	23	24	25	26	27				
28	29	30	31							

Maria								
May								
S	Μ	Т	W	Т	F	S		
						1		
2	3	4	5	6	7	8		
9	10	11	12	13	14	15		
16	17	18	19	20	21	22		
23	24	25	26	27	28	29		
30	31							

	July								
S	Μ	Т	W	Т	F	S			
				1	2	3			
4	5	6	7	8	9	10			
11	12	13	14	15	16	17			
18	19	20	21	22	23	24			
25	26	27	28	29	30	31			

	September									
S	Μ	Т	W	Т	F	S				
			1	2	3	4				
5	6	7	8	9	10	11				
12	13	14	15	16	17	18				
19	20	21	22	23	24	25				
26	27	28	29	30						

	November								
S	M T W T F S								
	1	2	3	4	5	6			
7	8	9	10	11	12	13			
14	15	16	17	18	19	20			
21	22	23	24	25	26	27			
28	29	30							

	February								
S	Μ	Г	W	Г	F	S			
	1	2	3	4	5	6			
7	8	9	10	11	12	13			
14	15	16	17	18	19	20			
21	22	23	24	25	26	27			
28									

April									
S	S M T W T F S								
				1	2	3			
4	5	6	7	8	9	10			
11	12	13	14	15	16	17			
18	19	20	21	22	23	24			
25	26	27	28	29	30				

	June									
S	Μ	Т	W	Т	F	S				
		1	2	3	4	5				
6	7	8	9	10	11	12				
13	14	15	16	17	18	19				
20	21	22	23	24	25	26				
27	28	29	30							

	August									
S	М	Т	W	Т	F	S				
1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								

	October								
S	5	М	Т	W	Т	F	S		
						1	2		
З	}	4	5	6	7	8	9		
1	0	11	12	13	14	15	16		
1	7	18	19	20	21	22	23		
2	4	25	26	27	28	29	30		
3	1								

	December						
S	M T W T F S						
				1	2	3	4
5		6	7	8	9	10	11
12	2	13	14	15	16	17	18
19)	20	21	22	23	24	25
26	;	27	28	29	30	31	

City of Falcon Heights 2010 Recycling

Recycling Instructions

- Collection is every other Friday.
- Items must be out by 7:00 a.m.
- Items must be placed curbside, except where there is an alley; then bins should be placed near the alley.

Holiday Week Collections

- **Special Note:** The first collection in 2010 is on **Saturday, January 2**, because of the New Year's Day Holiday.
- The other Saturday collections are
 - Saturday, June 5 (Memorial Day week)
 - Saturday, September 11 (Labor Day week)
- Months with three collections are January, July and December.

Helpful Hints & Phone Numbers:

Ramsey County Solid Waste & Recycling Hotline 651-633-EASY (651-633-3279)

Waste Management Inc. (for missed pick-ups) 952-890-1100

Ramsey County Household Hazardous Waste Drop-off Site

- Hotline: 651-266-1144
- Open Saturdays only (except holidays) from 9:00 a.m. to 4:00 p.m.
- The center is called Bay West, located at 5 Empire Drive in St. Paul.
- Directions: South on Rice to Pennsylvania, left on Pennsylvania to Jackson, left on Jackson to Empire.

Info on disposal of non-recyclable items – call 633-3279 (633-EASY).

See next page for sorting instructions

Preparation of Items for Recycling

Recyclable Items	Examples	Item Preparation	
SORT #1: CONTAINERS (Glass, Metal, Plastic) Cans (tin, aluminum, bi-metal) Glass Containers (clear/green/brown) Plastic Bottles and Jugs	Beverage cans, tuna cans, coffee cans, food cans. Aerosol cans are OK if empty and not previously used for paint or pesticides or other hazardous substances. Beverage bottles, jelly jars, salad	Rinse. Remove caps, lids, rings, spray pumps; no need to remove labels. Combine these materials in one container (bin or paper sacks)	
	dressing bottles. Milk and pop jugs, laundry soap containers, fabric softener bottles. No dishes or drinking glasses, no window glass. No margarine or yogurt tubs or similar containers		
SORT #2: PAPER Newspapers and inserts Magazines and catalogues (glossy	Newspapers, advertising inserts, junk mail, magazines, catalogs, school and office papers.	Keep recyclable papers clean and dry . Remove any plastic film (you do not need to remove envelope window film) and flatten boxes.	
is OK) Mail and office paper Phone books Boxboard boxes (like cracker boxes)	Cereal boxes, cracker boxes, pasta boxes, cake mix boxes. Soft drink boxes are OK in Falcon Heights. Boxes from toothpaste, medica- tions and other toiletries. Shoe boxes, gift boxes, electronic boxes.	Combine these papers in one con- tainer (bin or paper sacks). Place shredded paper in paper bags and fold the bag down to keep the paper confined.	
	No plastic-coated refrigerator food packaging, like pizza boxes, frozen dinner boxes, milk cartons. No egg cartons.	You may also include corrugated cardboard. Do not place these items in plastic bags.	
Corrugated Cardboard (brown with ridges)	Packing boxes, moving boxes.	May be mixed with other paper in Sort #2, or flatten and tie in bundles no more than 3' by 3'.	
Clothing and Household Linens	Clean, usable clothes, shoes, coats, gloves, sheets, towels, tablecloths, curtains, etc.	Place in plastic bag, tie or seal, label and place next to bins. This is the only kind of item you can bag in plastic for recycling. <i>Recommended: Label the bag!</i>	
Automotive Batteries	Car and truck batteries. No household batteries.	Place next to recycling bin. Batteries contain acid — handle with care!	
Waste Motor Oil	Car or truck oil.	Put in a clear or well-labeled con- tainer with a secure, screw-type lid. Place next to recycling bins.	

Important Tip: Help prevent identity theft and protect your credit!

- Shred credit card offers and cell phone offers that include your name and address.
- Shred any paper that contains financial information (bill stubs, credit card receipts, etc.) about you.

More information and current recycling news at http://www.falconheights.org

The total tons of recyclable material collected by the current contracted recycling hauler in the City of Falcon Heights the last four years are shown in Table B-1.

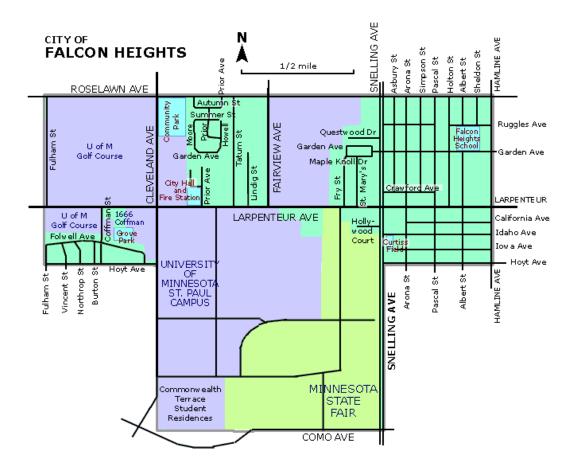
Table B-1 Annual Curbside and Multi-Unit Recyclable Materials Collected under Contract (in Tons) City of Falcon Heights					
	2006	2007	2008	2009	
Single-Family	484	433	423	352	
Multi-Unit	121	115	212	94	
Total	605	548	635	446	

Tables B-2 and B-3 itemize the reported tonnage, by material, for 2008 and 2009. Currently the City contracts for curbside recycling for single-family households as well as recycling collection for all multi-unit dwellings.

Table B-2 2008 Estimated Curbside & Multi-Unit Recyclable Materials Collected (in Tons) City of Falcon Heights					
	2008 Curbside	2008 Multi-Unit	2008 TOTAL	2008 Percentage of Total	
Paper					
Cardboard	18	1	19	3%	
Newsprint	212	80	292	46%	
Magazines/Catalogs	3	0	3	0%	
Mixed Fibers	76	20	96	15%	
Phone Books	2	0	2	0%	
TOTAL PAPER	310	102	412		
Containers					
Aluminum Cans	8	4	12	2%	
Steel Cans	14	14	28	4%	
Glass	73	84	157	25%	
Plastics	18	8	26	4%	
TOTAL CONTAINERS	113	110	223		
TOTAL TONS	423	212	635	100%	

Table B-3 2009 Estimated Curbside & Multi-Unit Recyclable Materials Collected (in Tons) City of Falcon Heights					
	2009 Curbside	2009 Multi-Unit	2009 TOTAL	2009 Percentage of Total	
Paper					
Cardboard	15	1	16	3%	
Newsprint	177	53	230	52%	
Magazines/Catalogs	2	0	2	0%	
Mixed Fibers	63	13	76	17%	
Phone Books	2	0	2	0%	
TOTAL PAPER	258	67	326		
Containers	Containers				
Aluminum Cans	7	3	9	2%	
Steel Cans	12	9	21	5%	
Glass	61	9	70	16%	
Plastics	15	5	20	5%	
TOTAL CONTAINERS	94	26	120		
TOTAL TONS	352	94	446	100%	

Attachment C Map of Falcon Heights



Geographical Boundaries:

- North: Roselawn from Fulham to Hamline
- West: Fulham from Hoyt to Roselawn; Cleveland from Hoyt to Como
- East: Hamline from Hoyt to Roselawn; Snelling from Hoyt to Como
- South: Como from Cleveland to Snelling, Hoyt from Fulham to Cleveland, and Snelling to Hamline

Attachment D Price Worksheet

Instructions for City of Falcon Heights RFP Price Worksheet

All proposers must fill out at least one price worksheet with each proposal scenario -Dual-Stream (Every-Other-Week), Dual-Stream (Weekly) or Single-Stream. In addition, proposers may also complete the optional "Alternate" proposal scenario worksheet. Proposers may submit multiple scenarios.

Vendors may use the attached forms or use their own in similar formats. However, the contents in Attachment D's price worksheets must be included if alternative formats are submitted.

If the vendor proposes under either Dual-Stream scenario (EOW or Weekly), the City will assume a Collection service design similar to the current system. If the vendor proposes under the Single-Stream or Alternate proposal scenarios, the proposal must explicitly describe the Collection service design (e.g., resident materials sorting/preparation requirements, Collection frequency, cart size, cart ownership, procedure for handling Non-Targeted Materials, etc.).

Price per Household

The proposed price per household per month charge to the City for SFD Curbside Recycling Service and MFD Recycling Service must be completed for each scenario.

Revenue Sharing

The basic revenue share formula outline within this RFP can be summarized as a portion (%) of the vendor's materials sales revenue from the sale of all Paper grades and Aluminum Cans less Processing costs for these commodities. Alternative revenue sharing formulae may be proposed.

Vendors may offer from zero (0) to one hundred (100) percent revenue share for percent of the designated published¹ price index. Thus, vendors may opt out of the revenue share component by simply inserting zero (0) percent for both the Paper and Aluminum Can revenue share lines for each scenario proposed. Alternate revenue sharing formulae may be proposed, however these must be clear with examples for each alternate formula included as part of the proposal.

If a vendor chooses not to use a published index, but rather use a verified market price paid to vendor from the sale of a particular commodity, it must be stated explicitly. An explanation shall be provided of how actual market prices will be verified and reported to the City.

¹ The designated published index for All Paper is the OBM, first week of the month, Chicago, News #8, high-side and the index for Aluminum Cans is the AMM, first issue of the month, high-side nonferrous scrap prices.

Proposers shall provide a detailed explanation of how they will calculate the tonnage estimates.

In order to evaluate the proposals that contain revenue sharing, the City will calculate the net revenue share back to the City by using the assumed tonnage and material splits in Attachment B, Table B-3. 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.

Proposer (Company Name): _____

Dual-Stream (Every-Other-Week) Recycling Collection				
Proposed price per residential household per month:	\$ per RDU per month			
	\$ per MUD per month			
Revenue Share ¹ Proposal				
Paper revenue share percentage:	% of published paper price index ² OR			
	% of verified market price paid to vendor ³			
Paper processing cost per ton:	<pre>\$ per ton of all paper grades</pre>			
Aluminum revenue share percentage:	OR % of published aluminum price index ⁴			
	% of verified market price paid to vendor ³			
Aluminum processing cost per ton:	<pre>\$ per ton of aluminum</pre>			
	% of published price index ⁶ OR			
Commodity ⁵ :	% of verified market price paid to vendor ³			
Processing cost per ton:	\$ per ton			
	% of published price index ⁶ OR			
Commodity ⁵ :	% of verified market price paid to vendor ³			
Processing cost per ton:	\$ per ton			
¹ Revenue share is the published index (or actual sales) less processing fees. ² OBM "Yellow Sheet," first week of the month, Chicago region, high price for ONP #8.				

³ Verified market price paid to vendor for all paper grades (please provide an explanation of how actual market prices will be verified and reported to the City).

⁴ AMM, Aluminum, first issue of the month, high-side nonferrous scrap prices.

⁵ Recyclable material description including commodity grade or industry specification (e.g., Plastic Bottles – Natural HDPE).
 ⁶ Please provide the name of the index, the issue of the month, the region and whether the high or low price will be used.

Proposer (Company Name): _____

Dual-Stream (Weekly) Recycling Collection				
Proposed price per residential household per month:	\$ per RDU per month			
	\$ per MUD per month			
Revenue Share ¹ Proposal				
Paper revenue share percentage:	% of published paper price index ² OR			
	% of verified market price paid to vendor ³			
Paper processing cost per ton:	<pre>\$ per ton of all paper grades</pre>			
Aluminum revenue share percentage:	$\frac{1}{OR}$ % of published aluminum price index ⁴			
	% of verified market price paid to vendor ³			
Aluminum processing cost per ton:	<pre>\$ per ton of aluminum</pre>			
	% of published price index ⁶ OR			
Commodity ⁵ :	% of verified market price paid to vendor ³			
Processing cost per ton:	\$ per ton			
	% of published price index ⁶ OR			
Commodity ⁵ :	% of verified market price paid to vendor ³			
Processing cost per ton:	\$ per ton			
 Revenue share is the published index (or actual sales) less processing fees. OBM "Yellow Sheet," first week of the month, Chicago region, high price for ONP #8. 				

³ Verified market price paid to vendor for all paper grades (please provide an explanation of how actual market prices will be verified and reported to the City). ⁴ AMM, Aluminum, first issue of the month, high-side nonferrous scrap prices.

⁵ Recyclable material description including commodity grade or industry specification (e.g., Plastic Bottles – Natural HDPE).
 ⁶ Please provide the name of the index, the issue of the month, the region and whether the high or low price will be used.

Proposer (Company Name): _____

Single-Stream Recycling Collection				
Proposed price per residential household per month:	\$ per RDU per month			
	\$ per MUD per month			
Revenue Share ¹ Proposal				
Paper revenue share percentage:	% of published paper price index ² OR			
	% of verified market price paid to vendor ³			
Paper processing cost per ton:	\$ per ton of all paper grades			
Aluminum revenue share percentage:	% of published aluminum price index ⁴			
	% of verified market price paid to vendor ³			
Aluminum processing cost per ton:	\$ per ton of aluminum			
	% of published price index ⁶ OR			
Commodity ⁵ :	% of verified market price paid to vendor ³			
Processing cost per ton:	\$ per ton			
	% of published price index ⁶ OR			
Commodity ⁵ :	% of verified market price paid to vendor ³			
Processing cost per ton:	\$ per ton			

² OBM "Yellow Sheet," first week of the month, Chicago region, high price for ONP #8.

³ Verified market price paid to vendor for all paper grades (please provide an explanation of how actual market prices will be verified and reported to the City). ⁴ AMM, Aluminum, first issue of the month, high-side nonferrous scrap prices.

⁵ Recyclable material description including commodity grade or industry specification (e.g., Plastic Bottles – Natural HDPE).
 ⁶ Please provide the name of the index, the issue of the month, the region and whether the high or low price will be used.

Frequency of Collection (weekly or every-other-week):

Proposer (Company Name): _____

Alternate Proposal Scenario				
Title (Description):				
Proposed price per residential household per month:	\$ per RDU per month			
	\$ per MUD per month			
Revenue Share ¹ Proposal				
	% of published price index ³ OR			
Commodity:2	% of verified market price paid to vendor ⁴			
Processing cost per ton:	\$ per ton			
	% of published price index ³ OR			
Commodity:2	% of verified market price paid to vendor ⁴			
Processing cost per ton:	\$ per ton			
	% of published price index ³ OR			
Commodity:2	% of verified market price paid to vendor ⁴			
Processing cost per ton:	\$ per ton			
	% of published price index ³ OR			
Commodity: ²	% of verified market price paid to vendor ⁴			
Processing cost per ton:	\$ per ton			
 Revenue share is the published index (or actual sales) less processing fees. Recyclable material description including commodity grade or industry specification (e.g., Plastic Bottles – Natural HDPE). Please provide the name of the index, the issue of the month, the region and whether the high or low price will be used. Verified market price paid to vendor for certain commodities (please provide an explanation of how actual market prices will be verified and reported to the City). 				

Frequency of Collection (weekly or every-other-week):

Attachment E Proposal Content Checklist

City of Falcon Heights Proposal Content Checklist

Proposers shall **complete and submit** this checklist. Items to be included in vendor's proposals are listed as either Mandatory or Optional.

Mandatory

- **T** Twelve (12) written, hard copies of the proposal and all attachments.
- □ One (1) electronic copy of the proposal (formatted in Microsoft Word or a suitably comparable alternative).
- □ Statement of vendor qualifications, including references of other municipal clients in the Twin Cities metro region receiving similar services.
- □ List of materials proposed to be collected and a discussion and rationale for any proposed changes to the City's standard list of recyclable materials (Sections 2.19, "Paper" and 2.25, "Rigid Containers"). (If additional materials are being proposed to be collected for recycling, please describe under the "Optional" section below.)
- **□** Examples of Proposer's public education materials.
- □ List of location(s) of the processing facilities or MRFs where material collected from the City will be delivered and/or processed.
- □ Completed price worksheet(s) (Attachment D), by collection method (dual-stream, singlestream, or alternate), including proposed price per SFD per month and MFD per month. In addition, if the vendor proposes processing costs per ton and/or revenue sharing, the details must be provided under the specific collection method.
- □ Statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation.
- □ Statement of the end use of the glass collected from the City of Falcon Heights.

Provide descriptions of the following:

- □ Proposed dual-stream and/or single-stream collection, processing and public education services for:
 - Single-family dwellings (SFDs) receiving "curbside recycling service" every-other-week;
 - Single-family dwellings (SFDs) receiving "curbside recycling service" weekly; and
 - Multiple family dwellings (MFDs) receiving "curbside recycling service" or "MFD collection service."
- □ Experience in providing recycling collection services at community events for other municipalities. If proposal includes the option of providing recycling collection opportunities at the Falcon Heights community events listed in Section 7, please indicate any potential costs associated with providing such service.

Proposal Content Checklist (continued)

- □ Contractor–sub-contractor relationships, if applicable.
- □ Average residual rates from Proposer's processing operations for each type of collection method (dual-stream and single-stream).
- □ Proposer's plans to minimize the amount of residuals from the processing of the City's recyclable materials.
- □ Proposer's current use of low-sulfur diesel fuel, biodiesel, or natural gas and its current use of particulate filters for its fleet; a timetable for converting fleet to using alternative fuels and installing air pollution reduction technology; and/or a list of other quantitative steps taken to reduce air pollution.
- □ Proposer's current efforts and future plans to reduce greenhouse gas emissions (from collection operations, processing operations, transporting materials to market, etc.) as well as any environmentally sustainable initiatives that are currently a part of your company's business operations or are planned for the future.

Optional

- □ List of additional materials proposed to be collected for recycling from SFD and MFD units such as textiles, additional plastics, scrap metal, etc. Vendor must provide explanation/documentation that these materials will be recycled and the end markets are sustainable.
- □ Specify additional public education that the Proposer is able to provide the City beyond the RFP requirements (e.g., more than once per year, additional languages, target specific neighborhoods, etc.).
- □ Specify other public education tools that the Contractor could provide in cooperation and coordination with MFD building owners (e.g., posters, signage, etc.).
- Describe innovative approaches to increase recycling rates, promote reuse and waste reduction, and other sustainability efforts.