

Falcon Heights City Council Workshop

**City Hall
2077 W Larpenteur Ave.
6:30 p.m.**

AGENDA June 2, 2010

- 1) Paint the Pavement Proposal
- 2) Park and Recreation Program Update
- 3) Energy Efficient Improvement Loan Program

Addendum

- 4) Recycling RFP Discussion

If you have a disability and need accommodation in order to attend this meeting, please notify City Hall 48 hours in advance between the hours of 8:00 a.m. and 4:30 p.m. at 651-792-7600. We will be happy to help.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 2, 2010
Agenda Item	Workshop 1
Attachment	
Submitted By	Justin Miller, City Administrator

Item	Paint the Pavement Proposal
Description	<p>Staff has received a proposal to allow residents, organizations, and school groups to “paint the pavement” at key intersections in the city. The goal of the program would be to slow down traffic and alert drivers to the pedestrian activity in the area. The intersections being contemplated would be near Falcon Heights Elementary School or those that have significant school-related pedestrian activity associated with it.</p> <p>A nearby example of this is in the Hamline-Midway neighborhood, and pictures of their project can be found at www.paintthepavement.org.</p> <p>It is anticipated that this would be a volunteer driven project, with minimal staff assistance with the exception of traffic control, design approval, and neighbor input gathering. The council could require that a certain percentage of nearby homeowners approve of the plan, much like when a neighborhood petitions for permit parking restrictions.</p>
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Staff is seeking guidance from the city council on whether to move forward with planning for this project.

	<p>assistance, website input, newsletter development and other general city business.</p> <p>The summer activities and staffing are already in place and are progressing just as if a supervisor were on staff. However, planning for fall activities will need to begin shortly, and before staff advertises an open position, we would like to gather input from the city council on their vision of the recreation programs we offer.</p>
Budget Impact	Approximately \$20,000 is transferred annually to the parks programs fund to adequately manage recreation offerings each year.
Attachment(s)	Revenue and Expenditure Analysis 1998-2009
Action(s) Requested	No action required.

PARKS PROGRAM FUND 201

YEAR:	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009			
Revenues:															
Recreation Fees	10699	6480	4100	3444	3460	4151	5709	5833	7866	12285	11884	15288			
Non Resident Fees	408	4837	5062	5037	5472	5762	6009	4624	5053	8397	9009	9688			
Other Revenues:	1669	62	2202	1196	347	847	464	564	624	395	427	554			
Operating Transfer IN	15000	15000	15000	15000	15000	15000	15000	15000	20000	20600	20600	20800			
Total Revenues:	27776	26379	26364	24677	24279	25760	27182	26021	33543	41677	41920	46330			
Expenditures:															
Compensation:	24179	25940	28776	26266	32374	22489	19445	20946	26215	27765	32202	35149			
Instructor Specialty	0	0	0	0	0	0	0	0	0	7146	3829	2596			
Other Expenses:	7352	5089	5178	5614	2459	4028	6276	6019	6395	5207	7478	7020			
Total Expenditures:	31531	31029	33954	31880	34833	26517	25721	26965	32610	40118	43509	44765			
Net Gain (Loss)	-3755	-4650	-7590	-7203	-10554	-757	1461	-944	933	1559	-1589	1565			
										FUND BALANCE:			3217	1628	3193



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 2, 2010
Agenda Item	Workshop 3
Attachment	State of Minnesota PACE legislation City of Shoreview press release
Submitted By	Justin Miller, City Administrator

Item	Energy Improvement Loan Programs
Description	<p>With the recent emphasis on home energy improvements, many cities, and even the State of Minnesota, have begun to develop programs to incentivize property owners to make modifications to their homes in an environmentally friendly manner. Before taking the general concept to the environment commission for their consideration, staff thought it would be a good idea to gather input from the city council on the enthusiasm towards such a program.</p> <p>There are two basic models that are most common. The first is a funding mechanism recently approved by the state legislature called a Property Assessed Clean Energy (PACE) program. In essence, a homeowner would install an improvement from a pre-approved list (such as solar panels, geothermal heating and cooling, etc.) and would get a loan from the city to pay for it. In return, the homeowner would agree to have the principal and interest applied to their property taxes in the form of a special assessment. This way the loan would never go into default (assuming that any unpaid taxes would eventually be repaid since assessments are a lien against the property).</p> <p>The second would be a more traditional loan program, where the same improvements would be funded through a loan agreement, but the city would most likely take a lower position on the mortgage of the house, since the bank holding the mortgage would have more liability. Some cities have taken this approach and even forgiven the loan after a set period if the property remained under the same ownership for a pre-determined number of years.</p> <p>The parameters of such a program could be as small or large as the council wanted them to be, but before staff spent too much time putting together draft documents, a sense of the council would be beneficial.</p>
Budget Impact	Undetermined
Attachment(s)	State of Minnesota PACE legislation City of Shoreview Press Release

Action(s) Requested	No action requested.
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- 12.17 Sec. 3. **[216C.435] DEFINITIONS.**
- 12.18 Subdivision 1. **Scope.** For the purposes of this section and section 216C.436, the
- 12.19 terms defined in this section have the meanings given them.
- 12.20 Subd. 2. **City.** "City" means a home rule charter or statutory city.
- 12.21 Subd. 3. **Local government.** "Local government" means a city, county, or town.
- 12.22 Subd. 4. **Energy audit.** "Energy audit" means a formal evaluation of the energy
- 12.23 consumption of a building by a certified energy auditor, whose certification is approved by
- 12.24 the commissioner, for the purpose of identifying appropriate energy improvements that
- 12.25 could be made to the building and including an estimate of the length of time a specific
- 12.26 energy improvement will take to repay its purchase and installation costs, based on the
- 12.27 amount of energy saved and estimated future energy prices.
- 12.28 Subd. 5. **Energy improvement.** "Energy improvement" means:
- 12.29 (1) any renovation or retrofitting of a building to improve energy efficiency that
- 12.30 is permanently affixed to the property and that results in a net reduction in energy
- 12.31 consumption without altering the principal source of energy;
- 12.32 (2) permanent installation of new or upgraded electrical circuits and related
- 12.33 equipment to enable electrical vehicle charging; or
- 12.34 (3) a renewable energy system attached to, installed within, or proximate to a
- 12.35 building that generates electrical or thermal energy from a renewable energy source.
- 13.1 Subd. 6. **Qualifying real property.** "Qualifying real property" means a
- 13.2 single-family or multifamily residential dwelling, or a commercial or industrial building,
- 13.3 that the city has determined, after review of an energy audit or renewable energy system
- 13.4 feasibility study, can be benefited by installation of energy improvements.
- 13.5 Subd. 7. **Renewable energy.** "Renewable energy" means energy produced by
- 13.6 means of solar thermal, solar photovoltaic, wind, or geothermal resources.
- 13.7 Subd. 8. **Renewable energy system feasibility study.** "Renewable energy system
- 13.8 feasibility study" means a written study, conducted by a contractor trained to perform that
- 13.9 analysis, for the purpose of determining the feasibility of installing a renewable energy
- 13.10 system in a building, including an estimate of the length of time a specific renewable
- 13.11 energy system will take to repay its purchase and installation costs, based on the amount of
- 13.12 energy saved and estimated future energy prices. For a geothermal energy improvement,
- 13.13 the feasibility study must calculate net savings in terms of nongeothermal energy and costs.
- 13.14 Subd. 9. **Solar thermal.** "Solar thermal" has the meaning given to "qualifying solar
- 13.15 thermal project" in section 216B.2411, subdivision 2, paragraph (e).
- 13.16 Subd. 10. **Solar photovoltaic.** "Solar photovoltaic" has the meaning given in
- 13.17 section 216C.06, subdivision 16, and must meet the requirements of section 216C.25.
- 13.18 **EFFECTIVE DATE.** This section is effective the day following final enactment.
- 13.19 Sec. 4. **[216C.436] VOLUNTARY ENERGY IMPROVEMENTS FINANCING**
- 13.20 **PROGRAM FOR LOCAL GOVERNMENTS.**
- 13.21 Subdivision 1. **Program authority.** A local government may establish a program
- 13.22 to finance energy improvements to enable owners of qualifying real property to pay for
- 13.23 cost-effective energy improvements to the qualifying real property with the net proceeds
- 13.24 and interest earnings of revenue bonds authorized in this section. A local government may
- 13.25 limit the number of qualifying real properties for which a property owner may receive
- 13.26 program financing.
- 13.27 Subd. 2. **Program requirements.** A financing program must:
- 13.28 (1) impose requirements and conditions on financing arrangements to ensure timely
- 13.29 repayment;
- 13.30 (2) require an energy audit or renewable energy system feasibility study to be

- 13.31 conducted on the qualifying real property and reviewed by the local government prior to
 13.32 approval of the financing;
 13.33 (3) require the inspection of all installations and a performance verification of at
 13.34 least ten percent of the energy improvements financed by the program;
 14.1 (4) require that all cost-effective energy improvements be made to a qualifying
 14.2 real property prior to, or in conjunction with, an applicant's repayment of financing for
 14.3 energy improvements for that property;
 14.4 (5) have energy improvements financed by the program performed by licensed
 14.5 contractors as required by chapter 326B or other law or ordinance;
 14.6 (6) require disclosures to borrowers by the local government of the risks involved in
 14.7 borrowing, including the risk of foreclosure if a tax delinquency results from a default;
 14.8 (7) provide financing only to those who demonstrate an ability to repay;
 14.9 (8) not provide financing for a qualifying real property in which the owner is not
 14.10 current on mortgage or real property tax payments;
 14.11 (9) require a petition by all owners of the qualifying real property requesting
 14.12 collections of repayments as a special assessment under section 429.101;
 14.13 (10) provide that payments and assessments are not accelerated due to a default and
 14.14 that a tax delinquency exists only for assessments not paid when due; and
 14.15 (11) require that liability for special assessments related to the financing runs with
 14.16 the qualifying real property.
 14.17 Subd. 3. **Retail and end use prohibited.** Energy generated by an energy
 14.18 improvement may not be sold, transmitted, or distributed at retail and may not provide for
 14.19 end use of the electrical energy from an off-site facility. On-site generation is allowed to
 14.20 the extent provided for in section 216B.1611.
 14.21 This section does not modify the exclusive service territories or exclusive right to
 14.22 serve as provided in sections 216B.37 to 216B.43.
 14.23 Subd. 4. **Financing terms.** Financing provided under this section must have:
 14.24 (1) a term not to exceed the weighted average of the useful life of the energy
 14.25 improvements installed, as determined by the local government, but in no event may
 14.26 a term exceed 20 years;
 14.27 (2) a principal amount not to exceed the lesser of ten percent of the assessed value
 14.28 of the real property on which the improvements are to be installed or the actual cost of
 14.29 installing the energy improvements, including the costs of necessary equipment, materials,
 14.30 and labor, the costs of each related energy audit or renewable energy system feasibility
 14.31 study, and the cost of verification of installation; and
 14.32 (3) an interest rate sufficient to pay the financing costs of the program, including the
 14.33 issuance of bonds and any financing delinquencies.
 14.34 Subd. 5. **Coordination with other programs.** A financing program must include
 14.35 cooperation and coordination with the conservation improvement activities of the utility
 15.1 servicing the qualifying real property and other public and private energy improvement
 15.2 programs.
 15.3 Subd. 6. **Certificate of participation.** Upon completion of a project, a local
 15.4 government shall provide a borrower with a certificate stating participation in the program
 15.5 and what energy improvements have been made with financing program proceeds.
 15.6 Subd. 7. **Repayment.** A local government financing an energy improvement
 15.7 under this section must:
 15.8 (1) secure payment with a lien against the benefited qualifying real property; and
 15.9 (2) collect repayments as a special assessment as provided for in section 429.101
 15.10 or by charter.
 15.11 Subd. 8. **Bond issuance; repayment.** (a) A local government may issue revenue

- 15.12 bonds as provided in chapter 475 for the purposes of this section.
- 15.13 (b) The bonds must be payable as to both principal and interest solely from the
- 15.14 revenues from the assessments established in subdivision 7.
- 15.15 (c) No holder of bonds issued under this subdivision may compel any exercise of the
- 15.16 taxing power of the local government that issued the bonds to pay principal or interest on
- 15.17 the bonds. Bonds issued under this subdivision are not a debt or obligation of the local
- 15.18 government that issued them, nor is the payment of the bonds enforceable out of any
- 15.19 money other than the revenue pledged to the payment of the bonds.
- 15.20 **EFFECTIVE DATE.**This section is effective the day following final enactment.

CITY OF SHOREVIEW

FOR IMMEDIATE RELEASE:



CONTACT:

HousingResource Center – NorthMetro Office

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Shoreview, MN 55126

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www.housingresourcecenter.org

CITY of SHOREVIEW launches new Home Energy Improvement Loan Program to qualifying residents looking to reinvest in their homes

Shoreview, MN (April 26, 2010) - The City of Shoreview is announcing a new Home Energy Improvement Loan to qualifying residents and prospective homebuyers to encourage reinvestment and energy efficient home improvements in the community. Beginning on May 3rd, loans will be offered through the HousingResource Center on behalf of the City of Shoreview for home improvements such as new roofs, and energy efficient upgrades to windows and doors, heating and cooling systems and water heaters.

The maximum loan amount is \$20,000 and the minimum loan amount is \$2,000 with up to 10-year terms. Residents who obtain a loan through this program could have all the interest reimbursed if they reside at the home for the 10-year period of the loan.

Established by the Shoreview City Council and Economic Development Authority, the Shoreview Home Energy Improvement Loan Program is made available without the use of general tax dollars but through utilizing special funding sources available for housing and development. With an initial allocation of \$300,000, the new loan program has been designed as a revolving fund so that the loan fund can be replenished through borrower repayments and additional loans distributed.

“Maintaining the quality of our neighborhoods is a very important goal in Shoreview. The Home Energy Improvement Loan Program helps the City accomplish this goal by providing access to credit for residents that want to make energy home improvements. By leveraging the HousingResource Center, our residents receive the added benefits of a free pre-construction consultation and awareness of other existing programs,” said Councilmember Blake Huffman, President of the Economic Development Authority.

The Shoreview Home Energy Improvement Loan Program provides additional local incentives and fills a gap not currently provided by private lenders for those residents (or potential new residents) interested in upgrading older and more moderately priced homes that may be in need of basic energy efficiency improvements. Residents interested in the new Home Energy Improvement Loan Program can also leverage home improvements with bank loans and/or other available housing programs offered through agencies such as Ramsey County and the Minnesota Housing Finance Agency.

Loans will be available to income-eligible owners of single-family detached homes where the current market value does not exceed \$314,640. Income limits are based on household size listed below:

<u>Household Size</u>	<u>Income Limit</u>
1	\$96,736
2	\$104,416
3	\$112,096
4	\$119,776
5	\$125,896
6	\$132,076
7	\$138,196
8	\$144,376

Mayor Sandy Martin stated, "I am very excited about the new Home Energy Improvement Loan Program and would encourage any Shoreview homeowner thinking about making home improvements to take advantage of this opportunity being offered by the City. The City Council and EDA are committed to providing new resources for our residents to reinvest in their homes, which will not only add to the value of their properties but to the neighborhoods."

The City of Shoreview is contracting with the Greater Metropolitan Housing Corporation for the loan program to be administered through the HousingResource Center, a non-profit agency that currently serves Shoreview residents by providing free home improvement construction and financing counseling.

For additional information on the new Shoreview Home Energy Improvement Loan Program and other available resources, please contact the HousingResource Center – NorthMetro Office at 651.486.7401 or visit www.housingresourcecenter.org

-----END-----



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REQUEST FOR COUNCIL ACTION

Meeting Date	June 2, 2010
Agenda Item	Workshop 4
Attachment	Original Draft RFP Attachment F - Proposal Forms
Submitted By	Justin Miller, City Administrator

Item	Recycling RFP Discussion
Description	At the May 26 th city council meeting, a draft recycling services request for proposals (RFP) was tabled in order for staff to investigate methods to better determine if proposing haulers were qualified to handle our recycling needs. The consultant who has been working with staff and the environment commission in developing the RFP has drafted a new set of criteria that could be used as a first step evaluation before the other proposal criteria are evaluated.
Budget Impact	N/A
Attachment(s)	Original Draft RFP Attachment F - Proposal Forms
Action(s) Requested	Staff is seeking feedback on this proposed evaluation criteria.

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

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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 dual-stream 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 mini-newsletter, 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 Contractor's 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 top-ranked 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 and 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 sub-contractors), 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 sub-contractors, 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

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

January						
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
31						

February						
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						

March						
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	31			

April						
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	

May						
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	31					

June						
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			

July						
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	31

August						
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	31				

September						
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		

October						
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
31						

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				

December						
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	31	

Preparation of Items for Recycling

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

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>

Attachment B
Falcon Heights Reported Recycling Tonnage

Attachment B

Falcon Heights Reported Recycling Tonnage

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

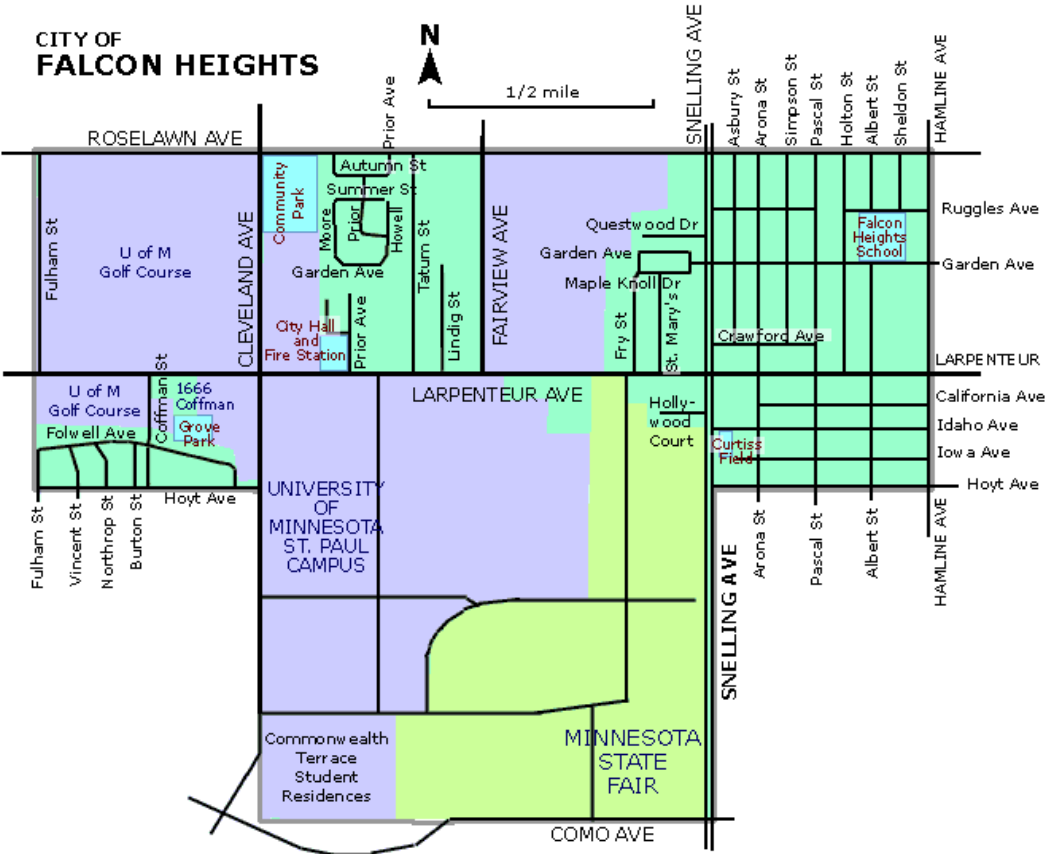
Tables B-2 and B-3 itemize the reported tonnage, by material, for 2008 and 2009. Currently the City contracts for curbside recycling for single-family households as well as recycling collection for all multi-unit dwellings.

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				
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

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

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.

City of Falcon Heights Recycling Collection Price Worksheet

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 Share¹ 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 OR _____ % of verified market price paid to vendor ³
Aluminum processing cost per ton:	\$ _____ per ton of aluminum
Commodity ⁵ : _____	_____ % of published price index ⁶ OR _____ % of verified market price paid to vendor ³
Processing cost per ton:	\$ _____ per ton
Commodity ⁵ : _____	_____ % of published price index ⁶ OR _____ % 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.	

City of Falcon Heights Recycling Collection Price Worksheet

Proposer (Company Name): _____

Dual-Stream (Weekly) Recycling Collection	
Proposed price per residential household per month:	\$ _____ per RDU per month \$ _____ per MUD per month
Revenue Share¹ 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 OR _____ % of verified market price paid to vendor ³
Aluminum processing cost per ton:	\$ _____ per ton of aluminum
Commodity ⁵ : _____	_____ % of published price index ⁶ OR _____ % of verified market price paid to vendor ³
Processing cost per ton:	\$ _____ per ton
Commodity ⁵ : _____	_____ % of published price index ⁶ OR _____ % 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.	

City of Falcon Heights Recycling Collection Price Worksheet

Proposer (Company Name): _____

Single-Stream Recycling Collection	
Proposed price per residential household per month:	\$_____ per RDU per month \$_____ per MUD per month
Revenue Share¹ 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 OR _____ % of verified market price paid to vendor ³
Aluminum processing cost per ton:	\$_____ per ton of aluminum
Commodity ⁵ : _____	_____ % of published price index ⁶ OR _____ % of verified market price paid to vendor ³
Processing cost per ton:	\$_____ per ton
Commodity ⁵ : _____	_____ % of published price index ⁶ OR _____ % of verified market price paid to vendor ³
Processing cost per ton:	\$_____ per ton
<small> 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. </small>	

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

City of Falcon Heights Recycling Collection Price Worksheet

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	
Commodity: ² _____	_____ % of published price index ³ OR _____ % of verified market price paid to vendor ⁴
Processing cost per ton:	\$_____ per ton
Commodity: ² _____	_____ % of published price index ³ OR _____ % of verified market price paid to vendor ⁴
Processing cost per ton:	\$_____ per ton
Commodity: ² _____	_____ % of published price index ³ OR _____ % of verified market price paid to vendor ⁴
Processing cost per ton:	\$_____ per ton
Commodity: ² _____	_____ % of published price index ³ OR _____ % of verified market price paid to vendor ⁴
Processing cost per ton:	\$_____ per ton
¹ Revenue share is the published index (or actual sales) less processing fees. ² Recyclable material description including commodity grade or industry specification (e.g., Plastic Bottles – Natural HDPE). ³ Please provide the name of the index, the issue of the month, the region and whether the high or low price will be used. ⁴ 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

- 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, single-stream, 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.

Attachment F Proposal Forms City of Falcon Heights

Instructions for Proposal Forms

Forms F-1 through F-5 on the following pages are the required forms that **must** be completed as part of the proposal for Recycling Collection Services for the City of Falcon Heights. The questions that are not applicable should be included and marked “Not Applicable.” Forms not completed in full may result in disqualification.

Form F-1

Proposer's Statement of Organization

1. Full Name of Business (Proposer):

2. Local Business Address:

3. Local Business Phone Number:

4. Local Contact Person(s):

5. Local Contact Email Address:

6. Form of Business (Corporation, Partnership, Joint Venture, Other):

7. If a corporation, in what state incorporated: _____

Date Incorporated: _____

Month

Day

Year

8. If a Joint Venture or Partnership, date of Agreement: _____

9. Provide names of authorized representative(s) of the proposer who has legal authority to bind the proposer in contractual obligations:

Name

Address

Title

10. List of all subcontractors participating in this proposal:

Name

Address

Area of Responsibility

FORM F-1 (Cont.)

11. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities.

12. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the firms and relationships.

13. Where will the proposer deliver the City's recyclable materials for processing? Please provide the name and address of the MRF and indicate if proposer owns this MRF.

If the MRF is not owned by the proposer, does the proposer have an agreement with the MRF for processing recyclable materials?

Form F-2 Staffing

Please provide the number of staff, per position, that the proposer will utilize for the City's Curbside and MFD Recycling Service. This includes collection vehicle drivers, customer service staff and supervisors.

Position	Number of Staff
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Form F-3

Curbside Recyclable Materials Collection Vehicles

** Please complete one form for each type of collection vehicle (e.g., one form for all *dual-stream* collection vehicles, one form for *single-stream* vehicles). **

1. Number and type of vehicles that would be dedicated to the City of Falcon Heights for Curbside Recycling Service. Please list the year of each vehicle.

Type of Vehicle (Side, Front or Rear Load)	Year
_____	_____
_____	_____
_____	_____

2. Number of Spare Vehicles (per vehicle type)

Type of Vehicle (Side, Front or Rear Load)	Year
_____	_____
_____	_____

3. Vehicle Body

Indicate if Side, Front or Rear load: _____

A. Rated Capacity _____ cu yd

B. Net Capacity _____ cu yd

C. Number of Bins or Compartments _____ cu yd

D. Net Capacity of Each Bin or Compartment
(indicate if capacities are adjustable) _____ cu yd

E. Body Length _____ inches

F. Body Height _____ inches

G. Body Width _____ inches

H. Weight GVW: _____ lbs
 Tare: _____ lbs

I. Location of Loading by Crew Member
(Right side, right and left side, rear, etc.) _____

FORM F-3 (Cont.)

**4. Will the Vehicles be Owned, Leased
or Other?**

5. Fuel Type (Diesel, Low-Sulfur Diesel, Biodiesel, Natural Gas, Other)

6. Use of Particulate Filters (if applicable)

7. Safety Features

Form F-4

MFD Recyclable Materials Collection Vehicles

** Please complete one form for each type of collection vehicle (e.g., one form for all *dual-stream* collection vehicles, one form for *single-stream* vehicles). **

1. Number and type of vehicles that would be dedicated to the City of Falcon Heights for MFD Recycling Service. Please list the year of each vehicle.

Type of Vehicle (Side, Front or Rear Load)	Year
_____	_____
_____	_____
_____	_____

2. Number of Spare Vehicles (per vehicle type)

Type of Vehicle (Side, Front or Rear Load)	Year
_____	_____
_____	_____

3. Vehicle Body

Indicate if Side, Front or Rear load: _____

A. Rated Capacity _____ cu yd

B. Net Capacity _____ cu yd

C. Number of Bins or Compartments _____ cu yd

D. Net Capacity of Each Bin or Compartment
(indicate if capacities are adjustable) _____ cu yd

E. Body Length _____ inches

F. Body Height _____ inches

G. Body Width _____ inches

H. Weight GVW: _____ lbs
 Tare: _____ lbs

I. Location of Loading by Crew Member
(Right side, right and left side, rear, etc.) _____

FORM F-4 (Cont.)

**4. Will the Vehicles be Owned, Leased
or Other?**

5. Fuel Type (Diesel, Low-Sulfur Diesel, Biodiesel, Natural Gas, Other)

6. Use of Particulate Filters (if applicable)

7. Safety Features

Form F-5 References

The proposer shall provide a minimum of three (3) references of public agencies or cities in Minnesota (especially in the Twin Cities metro region) presently being served by the proposer with similar services to those being requested by the City of Falcon Heights.

1. Name of Public Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Average Annual Tonnage of Recyclable Material Collected: _____

Description of Recyclable Materials Accepted, if different than the City of Falcon Heights:

FORM F-5 (Cont.)

2. Name of Public Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Average Annual Tonnage of Recyclable Material Collected: _____

Description of Recyclable Materials Accepted, if different than the City of Falcon Heights:

3. Name of Public Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Average Annual Tonnage of Recyclable Material Collected: _____

Description of Recyclable Materials Accepted, if different than the City of Falcon Heights:

Additional references may be provided at the proposer's discretion.