

Falcon Heights Environment Commission
June 8th, 2015
6:30 p.m.

Agenda

- 1) Approval of Minutes from May 11th, 2015 Meeting
- 2) Update from Meeting with Leslie Brandt USFS
- 3) Recycling RFP for 2015 – Final Draft

Next Meeting: Monday, July 13, 2015

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.

**City of Falcon Heights
Environmental Commission Minutes
May 11, 2015**

PRESENT: Commissioners Hall, Hartman, Montgomery, and Holmes, Council Member Mercer-Taylor, Staff Liaison Moretto

ABSENT:

The meeting was called to order at 6:36 p.m. by Chair Holmes.

The minutes of the March 13, 2015 meeting of the Environmental Commission were approved.

Urban Forestry Update – Andy Hovland

Mr. Hovland provided a detailed update regarding the condition of Falcon Heights' tree inventory (iTree). Mr. Hovland also discussed ways in which to achieve the city's goal of diversifying the tree stock.

He also provided feedback regarding the new company planting the trees and was impressed by their work. There is concern about the balance between the kinds of trees that are resilient to climate change and other factors and those that are easily maintainable and aesthetically pleasing.

Mr. Hovland responded to climate related questions such as flooding issues, tree installation timing, and additional information. He said that the replanting project from the DNR is ending. This means tree installation needs to happen quickly. Flooding can be problematic in situations where the trees were planted poorly. Talk to Leslie from the Forest Service for more information and data.

Cornercompia – Courtney Tchida

The Cornercompia is a UMN student organic farm program started eleven years ago. This program provides produce and information for the greater community as well as students. Started with a one acre field and has grown to five and a half acres. This site is near the Good Acre development on the northeast corner of the St. Paul Campus. Their mission is to educate students and the general public about organics and food related issues.

Might be interested in a CSA with Falcon Heights but do not want to step on Farmer's toes.

They currently provide produce to the UMN and a few restaurants. They also have tours and an open house. They would like volunteers for events like "weed" dating.

2015 Recycling RFP – Jean Buckley

The current RFP is in good shape for the 2015 proposal. There are some issues that need to be resolved. The Commission wanted to include items such as future organics, low waste and high

use, multi-family educational information, possible translations, temporary hardships, every week pickups, and a multitude of other items.

Staff Liaison Moretto will work with Jean Buckley to compose a final draft for the next meeting's packet.

Information and Announcements:

No information or announcements were made.

Community Forum:

No community forum was held.

ADJOURNMENT: The meeting was adjourned at 8:30 p.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Paul Moretto". The signature is written in a cursive, flowing style.

Paul Moretto – Staff Liaison

City of Falcon Heights, Minnesota

**Request for Proposals (RFP)
For Comprehensive
Recycling Services**

Scheduled Release Date:

July 1, 2015

Proposal Due Date:

August 3, 2015

4:30 p.m.

City of Falcon Heights
2077 W. Larpenteur
Falcon Heights, MN 55113
651-792-7600

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Attachment A: City of Falcon Heights 2016 Recycling Schedule & Instructions

Attachment B: Falcon Heights 2014 Reported Recycling Tonnage

Attachment C: Map of Falcon Heights

Attachment D: Price Worksheet

Attachment E: Proposal Forms

Attachment F: 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 residential dwelling units and multi-unit 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 a “single-stream proposal” scenario with weekly collection with options for City owned carts vs. Contractor owned carts for residential properties. Contractor will be responsible for providing carts and/or dumpsters at multi-unit properties. Each option 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 residential dwelling units (RDU) and multi-unit dwellings (MUD) to be serviced weekly. MUDs may require additional pick-ups as needed. The City’s current contract with the existing service provider expires on December 31, 2015.

The City currently employs a single-stream recycling program for the collection of the following recyclable materials: old newspapers (ONP); magazines and catalogs; mixed mail; office paper; phone books; old corrugated cardboard (OCC); pizza boxes, boxboard, including frozen food boxes, and pop and beer cartons; steel and aluminum containers; scrap metal that fits into a recycling cart; glass bottles and jars; all plastics labeled #1 - #7 and textiles including linens and shoes that are placed next to the residential cart.

“2014 Recycling Schedule & Instructions.” It should be noted that the current contract includes the collection of scrap metal and textiles. **These materials are not required to be collected under the new contract.**

The Contractor currently supplies recycling carts to all properties. Ramsey County may reimburse the City for recycling carts at all single family residential properties through a Public Entities Innovation Grant. Some multi-unit buildings would like to use a single-sort dumpster vs. carts to collect recyclables. The proposal should include a price for dumpsters if there is an additional cost above providing carts at multi-unit properties.

In 2014, 425.36 tons of recyclable materials were collected from Falcon Heights RDU’s and 74.72 tons from all MUD’s. (Detailed tonnage information can be found in Attachment B, “Falcon Heights Reported Recycling Tonnage.”)

Under its current contract, the City is billed \$3.00 per household per month for weekly single-family curbside collection service and weekly MUD collection service. The City charges properties for the service.

The **2013 American Community (ACS)** population of Falcon Heights was estimated to be **5,406**. The City has approximately **1,289** RDU’s and **907** MUD’s that receive recycling collection service under the current contract. University of Minnesota housing is not included in the City’s recycling contract.

Recyclable materials are collected every Friday for RDU’s and every Friday for MUD’s. 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 Cart Checks

Contractor inspection of recycling cart contents from 125 households annually.

2.02 City’s Designated Contact Person

The City has designated Sack Thongvanh, 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.”

2.05 Contractor

The City's recycling service contractor under the new Contract beginning operation on January 1, 2016.

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 Residential Dwelling Units;
- List of materials to be included for recycling and how to prepare materials;
- List of Non-Targeted Materials that cannot be recycled in the City's program;
- How to receive additional information about the program.

The annual flyer shall be delivered to homes no later than January 31 of each year. In addition, annual public education is required for MUD's as described in Section 5.06.

2.07 Carts/Dumpsters

Uniform wheeled and lidded curbside carts in which recyclable materials can be stored, as specified by the City. It is recommended that an approximately 64 gallon cart be used but opportunities for residents to use smaller or larger recycling carts should be provided. Some MUD's would prefer dumpsters at their properties for recyclables to be stored until collection. An 8 yard dumpster option will be provided to property owners.

2.08 Curbside Recycling Service

The recycling Collection service specified within this RFP utilizing Curbside Recycling Carts. Some Multi-Unit Dwellings may receive Curbside Recycling Carts or optional dumpsters.

2.09 Market Demand

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

2.10 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.

2.11 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.

2.12 Multi-Unit Dwellings (MUD)

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

2.13 MUD Recycling Containers

Recycling containers, used for multiple unit dwellings (MUD) include carts or dumpsters for temporary storage and aggregation of designated recyclables from residents in MUDs prior to Collection. Such recycling containers must be separate, explicitly labeled as to recyclables included, and colored differently from other containers.

2.14 MUD Recycling Service

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

2.15 MUD Recycling Stations

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

2.16 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, containers previously containing hazardous waste.

2.17 Organics

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

2.18 Participation Trend Study

Each year, the Contractor shall conduct a participation trend study that counts the number of RDU's by address that participates in curbside recycling. The sample of residences selected for the annual study shall remain the same (i.e., same addresses) and shall be no less than 125 households. The Contractor shall record recyclables set out by address for at least four consecutive weeks. The same period of weeks shall be used each year for the study.

2.19 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.

2.20 Processing

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

2.21 Proposal Scenarios

The City requests a proposal for weekly, single stream recycling. Proposals should include a price for City-owned and Contractor owned carts.

2.22 Residential Dwelling Units (RDU)

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

2.25 Recyclable Materials

Old newspapers (ONP); magazines and catalogs; mixed mail; office paper; phone books; old corrugated cardboard (OCC); pizza boxes, boxboard, including frozen food boxes, aseptic cartons, and pop and beer cartons; steel and aluminum containers; scrap metal that fits into a recycling cart; glass bottles and jars; all plastics labeled #1 - #7 with the exception of plastic not able to be marketed and agreed upon by the City.

2.26 Textiles

Textiles include unwanted 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.

2.27 Walk up Service

A service where the Contractor's crew will walk up to the residents garage door, stoop or other designated spot to collect recyclable material for collection at no additional charge from curbside service. The City will develop an application process to determine eligible seniors, disabled and/or special needs residents who require such service.

3. General Requirements for All Collections

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

An "opt-in" service may be provided to commercial, industrial and institutional properties that are able to be collected using curbside recycling carts. The City will be responsible for billing this service. At this time, there are no properties who have requested this service.

3.01 Contractor Licensing Requirements

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

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 Environmentally Sustainable Initiatives

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 Carts and MUD 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. on scheduled Friday collection days. 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 bi-annual newsletter, The Falcon Flyer. The newsletter is distributed door-to-door to all single-family homes in the City and is also available on the City's website. Managers of

MUD 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 RDU's as described in Section 2.06, "Contractor's Annual Recycling Public Education Flyer" and Section 4.04,

"Public Education Information for RDU Residents." The Contractor must also publish and distribute public education to MUDs as described in Section 5.06, "Public Education Information for MUD 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 RDUs and MUDs 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 for at least three (3) years 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.
- Participation Trend Study.
- Results of cart check audit including 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, MUD Recycling Service, etc.).

3.15 Annual Performance Review Meeting

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

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

3.16 Ownership of Recyclable Materials

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

3.17 Scavenging Prohibited

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

3.18 Cleanup of Spillage or Blowing Litter

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

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

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

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

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 (see Attachment E, Form E-1).

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.

Respondents shall arrange a tour of the designated MRF for the RFP review committee. The tour shall occur before September 1, 2015.

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. A City representative will be notified of the date of the analysis no later than two weeks in advance, and invited to participate in the analysis.

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.

3.25 Organics

Curbside collection of Organics as an opt-in service may be considered during the term of this Contract. The Contractor will need to be prepared to provide a full service organics collection and processing service, including provision of cart(s), which may or may not be combined with a yard waste service.

4. Curbside Collection Requirements

The following Collection requirements are for Curbside Recycling Services only and do not pertain to MUD 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 Walk-up Collection service. As of the date of this RFP, the City does not have any residents requiring Walk-up Collection of recyclables.

4.02 Recycling Containers

Proposals shall be submitted for options in which the Contractor owns the carts and in which the City owns the carts.

Uniform wheeled and lidded curbside carts in which recyclable materials can be stored, as specified by the City must be used. It is recommended that an approximately 64 gallon cart be used but opportunities for residents to use smaller or larger recycling carts should be provided.

If Contractor-owned, carts shall be consistent in colors and design with a recycling

symbol that is at least 4' tall on two sides and on the lid, so as to be easily identified by the resident and the driver as the container for recyclable materials collection. Respondents must clearly specify their proposed cart or container manufacturer(s). The City shall approve the cart color, logo, labeling prior to manufacture if the option of a Contractor provided cart is chosen.

If City-owned, the Contractor will work with the City to procure carts for use in the recycling collection program. The carts will become the property of the City of Falcon Heights at the end of the contract period for use in the next contract cycle. The Contractor will maintain a sufficient new and replacement cart inventory that will be purchased by the City. The Contractor shall service and repair carts to meet supply and demand needs for the entire term of the Contract. The Contractor shall ship, assemble, deliver, inventory, maintain and distribute the recycle carts. Ongoing cart distribution shall be done on a weekly basis.

For either the City of Contractor owned cart option, the Contractor shall be responsible for preparing a comprehensive cart management plan and schedule for the initial cart distribution including working with the City to create the educational material for distribution to customers and a cart order quantity (including mutually agreed-upon overage to have in stock as excess inventory). Contractor must provide a transition plan and deliver and maintain all containers. An inventory of carts must be maintained by the Contractor.

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 attached to the resident's Curbside Recycling Cart 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.

To ensure that residents are recycling in the correct manner the Contractor will complete a Cart Check and inspect contents of 125 household carts annually, leave a tag and report addresses that a tag was left where Non-Targeted Materials were found in carts. A log shall be kept of all residential addresses where tags were left and addresses

shall be included in the annual report to the City. An annual participation trend study report shall be submitted to the City three weeks after the field data collection operations have been completed. The annual study reports shall summarize participation trends and other data as a result of the data analysis. All participating and non-participating addresses shall be reported to the City each year as a result of the study, including a copy of the route map of the study showing raw data participation tally marks by address. The Contractor may make recommendations for improving this participation trend study methods and procedures. City staff will be invited to participate in the study.

4.04 Public Education Information for RDU Residents

The Contractor shall be responsible for the following:

- Annual distribution of the Contractor's Recycling Public Education Flyer as described in Section 2.06; 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-Unit Dwelling (MUD) Collection Requirements

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

5.01 MUD Recycling Stations

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

MUD Recycling Stations shall be located on the MUD premises which permits access to the MUD Recycling Containers for Collection purposes but which does not obstruct pedestrian or vehicular traffic and shall comply with the City's zoning and other ordinances.

5.02 MUD Service Standards

MUD 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.

5.03 MUD 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.

5.04 Responsibility for Providing and Maintaining Recycling Containers

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

5.05 Public Education Information for MUD Tenants

At least once per year, the City's recycling Contractor shall supply each MUD building owner with the sufficient number of recycling fact sheets/instructions for all units in the building(s). The information should specifically address MUD Recycling Service and should not be the same educational material distributed to RDUs.

5.06 Other Public Education Tools to MUD Building Owners

Vendors are encouraged to specify other public education tools that the Contractor will provide, in cooperation and coordination with MUD building owners. Resources from Ramsey County may also be supplied to assist in education.

5.07 Annual Report to MUD Building Owners

The City's Contractor shall provide an annual report by January 31 of each year to each MUD building owner. A copy of each report to the MUD 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 MUD served.
3. Number of dwelling units for each MUD.
4. Description of Collection services made available to occupants, including number of MUD Recycling Stations, number of MUD 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 and how it was measured.

7. Recommendations for future improvements to increase recovery rates (e.g., specific public education tools).

6. Municipal Facilities Collection Requirements

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

7. Payment Terms

7.01 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 RDU and MUD 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.

7.02 Price

The price per household per month for 2016, 2017 and 2018 will be set in accordance with the per household price proposed on the pricing worksheet (Attachment D).

8. Term of Contract

The term of the new recycling Contract will be a period of three (3) years from January 4, 2016 through December 31, 2018. The City may consider up to two, one-year extensions for years 2019 and 2020, at the City's sole discretion.

9. 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.

9.01 Proposed Schedule

July 1	RFP issued
July 8	Questions from Potential Proposers Due

July 10	Deadline for Respondents Intent to Propose
July 14	Pre-Proposal Meeting
July 17	Answers to Respondent Questions Submitted
August 3	Proposals Due
September 10	Interview of Finalists (Tentative)
October 14	City Council Meeting: Request Staff Authorization to Negotiate Contract
January 1, 2016	Contract Start Date

9.02 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:

Sack Thongvanh
City Administrator
City of Falcon Heights
2077 W. Larpenteur
Falcon Heights, MN 55113
Fax: (651) 792-7610
E-mail: sack.thongvanh@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, July 10, 2015.**

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

9.03 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. **Wednesday, July 8, 2015** to the City Administrator:

Sack Thongvanh
City Administrator
City of Falcon Heights
2077 W. Larpenteur
Falcon Heights, MN 55113
Fax: (651) 792-7610
E-mail: sack.thongvanh@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, July 17, 2015**.

9.04 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.

9.05 Proposals Held as Non-Public Data

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

9.06 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.

9.07 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.

9.08 Award of Contract

Once a draft Contract has been successfully negotiated, City staff will present its recommendations to the City Council (approximately October 14, 2015). The City Council may then award the Contract and authorize staff to execute it.

9.09 New Contract

The new recycling Contract will commence on January 1, 2016.

10. 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.

11. 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 4:30 p.m. (CDT) **Monday, August 3, 2015**, 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 Sack Thongvanh
City Administrator

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

Six (6) 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.

12. Proposal Content

12.01 Proposal Content Checklist

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

12.02 References

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

12.03 Litigation

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

12.04 Price Worksheet

Vendors must complete a price worksheet (Attachment D) as part of each proposal they submit. Vendors must include a price for City-owned or Contractor-owned carts for weekly single-stream collection.

12.05 Exceptions to the RFP (added)

Proposers shall identify any and all exception(s) to the RFP. Proposers shall clearly identify the exception(s) and state the reason for such exception(s). For each exception noted, the proposer shall provide alternative language for the City's consideration.

13. 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.

14. 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.

15. Evaluation Criteria

All proposers must complete the Proposal Forms in Attachment E:

- Form E-1 Proposer's Statement of Organization
- Form E-2 References

Only proposals that include these completed forms will be further evaluated. The City will take into consideration the comments from the proposer's references and the overall responsiveness to the provisions of this RFP.

The City will then objectively evaluate the proposals 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:

15.01 Economics (50 points)

- The proposed price of the recycling Collection service (e.g., fee per household per month for both SFD and MFD units).

15.02 Environmental (35 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.

15.03 Education (15 points)

- 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 MUD building owners (e.g., posters, signage, etc.).

16. 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.

17. Insurance and Other Legal Requirements Ok with attorney?

17.01 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:

17.01.1 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.

17.01.2 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.

17.01.3 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.

17.01.4 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.

17.02 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.

17.03 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.

17.04 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.

17.05 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 and due at the start of the Contract. The Bond amount is for the life of the Contract, and may be renewed annually.

17.06 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.).

17.07 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.

17.08 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.

17.09 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.

17.10 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.

17.11 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.

17.12 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.

17.13 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.

17.14 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.

17.15 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
2016 Recycling Schedule & Instructions

JANUARY						
M	T	W	T	F	S	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						
M	T	W	T	F	S	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						

MARCH						
M	T	W	T	F	S	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						
M	T	W	T	F	S	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						
M	T	W	T	F	S	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						
M	T	W	T	F	S	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						
M	T	W	T	F	S	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						
M	T	W	T	F	S	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						
M	T	W	T	F	S	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						
M	T	W	T	F	S	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						
M	T	W	T	F	S	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						
M	T	W	T	F	S	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	

2016 Recycling

Recycling Instructions

- Collection is **every 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 2016 is on **Saturday, January 2nd** because of the New Year's Day Holiday

Other Saturday collections:

- **Saturday, June 5** (Memorial Day week)
- **Saturday, September 11th** (Labor Day week)

Helpful Hints & Phone Numbers:

Ramsey County Solid Waste & Recycling Hotline

651-633-EASY
(651-633-3279)

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 Penn. to Jackson, left on Jackson to Empire.

Info on disposal of non-recyclable items – Call 651-633-3279 (EASY).

SEE NEXT PAGE FOR SORTING INSTRUCTIONS

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 2014 Reported Recycling Tonnage

The total net 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				
	2011	2012	2013	2014
Single-Family	405	404	405	425
Multi-Unit	65	70	75	75
Total	470	474	480	500

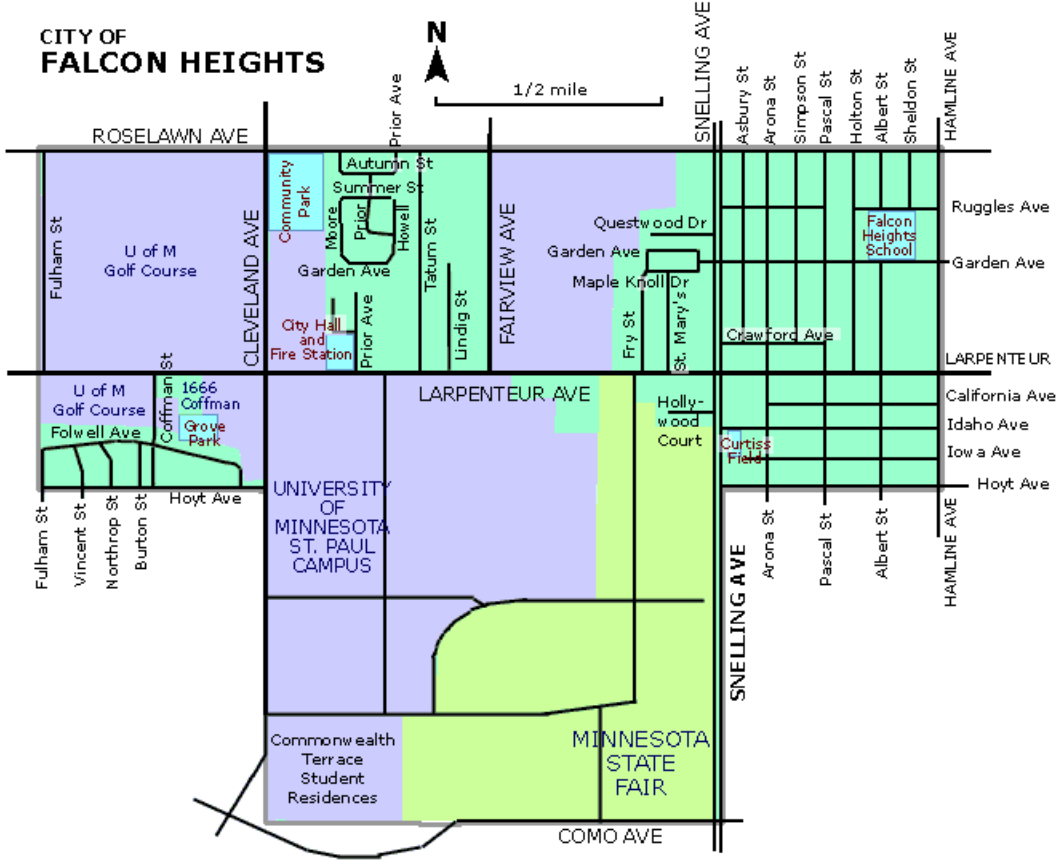
Tables B-2 and B-3 itemize the reported tonnage, by material, for 2013 and 2014. Currently the City contracts for curbside recycling for single-family households as well as recycling collection for all multi-unit dwellings.

Table B-2 2013 Estimated Curbside & Multi-Unit Recyclable Materials Collected (in Tons) City of Falcon Heights				
	2013 Curbside	2013 Multi-Unit	2013 TOTAL	2013 Percentage of Total
Paper				
Paper	287	53	340	71%
TOTAL PAPER	287	53	340	
Containers				
Aluminum Cans	5	1	6	1%
Other Cans	5	2	7	1%
Glass	63	12	75	16%
Plastics	41	8	49	11%
TOTAL CONTAINERS	114	23	137	
TOTAL TONS	401	76	477	100%

Table B-3 2014 Estimated Curbside & Multi-Unit Recyclable Materials Collected (in Tons) City of Falcon Heights				
	2014 Curbside	2014 Multi-Unit	2014 TOTAL	2014 Percentage of Total
Paper				
Cardboard	75	13	88	18%
All Other Paper	220	38	258	51%
TOTAL PAPER	295	51	346	
Containers				
Aluminum	4	1	5	1%
Steel/Other Cans	11	2	13	3%
Glass	76	13	89	18%
Plastics	37	6	43	9%
TOTAL CONTAINERS	128	22	150	
TOTAL TONS	423	73	496	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

Instructions for City of Falcon Heights RFP Price Worksheet

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.

City of Falcon Heights Recycling Collection Price Worksheet

Proposer (Company Name): _____

2016 Price per month for City-Owned Carts \$_____per RDU/month
\$_____per MUD/month

2017 Price per month for City-Owned Carts \$_____per RDU/month
\$_____per MUD/month

2018 Price per month for City-Owned Carts \$_____per RDU/month
\$_____per MUD/month

2016 Price per month for Contractor-Owned Carts \$_____per RDU/month
\$_____per MUD/month

2017 Price per month for Contractor-Owned Carts \$_____per RDU/month
\$_____per MUD/month

2018 Price per month for Contractor-Owned Carts \$_____per RDU/month
\$_____per MUD/month

Price for optional 8-yard recycling dumpster \$_____per container

Attachment E Proposal Forms City of Falcon Heights

Instructions for Proposal Forms

Forms E-1 and E-2 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 E-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 E-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 E-2

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 E-2 (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.

Attachment F 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

- Six (6) 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).
- Completed Forms E-1, "Proposer's Statement of Organization" and E-2, "References."
- 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
- 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 (Form E-1).
- Completed price worksheet(s) (Attachment D), including proposed price per RDU per month and MUD per month.
- 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 single-stream collection, processing and public education services for:
 - Single-family dwellings (RDUs) receiving "curbside recycling service" every week;
 - Multiple unit dwellings (MUDs) receiving "curbside recycling service" or "MUD collection service."
- Experience in providing recycling collection services at community events for other municipalities. If proposal includes the option of providing recycling and organics 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.
- 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 RDU and MUD 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 MUD building owners (e.g., posters, signage, etc.).
- Describe innovative approaches to increase recycling rates, promote reuse and waste reduction, and other sustainability efforts.