

REQUEST FOR PROPOSALS

RECYCLABLE MATERIALS PROCESSING

CITY OF MINNEAPOLIS

DEPARTMENT OF PUBLIC WORKS

DIVISION OF SOLID WASTE AND RECYCLING

September, 2003

PAGE	SECTION
4	SECTION I. INTRODUCTION
5	SECTION II. GENERAL INFORMATION
5	1. Intent to Contract for Services
5	2. Issuing Office
5	3. Rejection of Proposals
5	4. Proposal Submission
5	5. Pre-Proposal Conference
6	6. Contract Terms
6	SECTION III. DEFINITIONS
7	SECTION IV. GENERAL REQUIREMENTS
7	1. City' Rights
	2. Interest of Members of City of Minneapolis
	3. Equal Opportunity Statement
	4. Non-Discrimination
8	5. Insurance
9	6. Transfer of Interest
	7. Compliance Requirements
	8. General Compliance
10	9. Performance Monitoring
	10. Independent Contractor
	11. Hold Harmless
	12. Accounting Standards
	13. Retention of Records
	14. Data Practice
11	15. Inspection of Records
	16. Living Wage Policy
	17. Applicable Law
	18. Conflict and Priority
	19. Ownership of Materials
12	20. Billboard Advertising
	21. Conflict of Interest/Code of Ethics
	22. Termination
12 – 14	23. Small & Underutilized Business Program
14	24. Equal Benefits for Domestic Partners
15	SECTION V. SPECIAL REQUIREMENTS
	A. Facility Requirements
	B. Marketing Agreements
	C. Administrative and Management Experience
	D. Materials Handling Experience
	E. Financial Statement or Balance Sheet
	F. Net Proceeds

PAGE	SECTION
16	SECTION VI. OPERATING REQUIREMENTS 1. Market Availability 2. Hours of Operation 3. Traffic Flow 4. Facility Layout
17	5. Employee Working Conditions and Respondent's Safety 6. Provisions for Forklift 7. Weighing Requirements 8. Reporting Requirements
18	9. Payment Requirements
18	SECTION VII. ALTERNATE MATERIALS
18	SECTION VIII. PROPOSAL ORGANIZATION
18- 19	SECTION IX. PROPOSAL EVALUATIONS
20 – 21	Appendix One - Questionnaire
22 – 23	Appendix Two – Contractor Participation
24-26	Appendix Three – Historical Tonnage Data
27	Appendix Four – Description of City Equipment
28	Appendix Five – Certificate of Insurance

SECTION I. INTRODUCTION

It is the intent of the City of Minneapolis to accept and evaluate proposals for the processing and marketing of recyclable materials collected by the City and its contractors in the City's curbside recycling program. The goals of the City are to maximize the recyclables collected in the City that are marketed into recycled content products and to achieve the most cost-effective processing and marketing solution for the Recycling Cost Center of the Solid Waste Enterprise Fund.

The City, a national leader in recycling services, has provided curbside recycling opportunities to its residents for the past Twenty-one (21) years. In that time Minneapolis has repeatedly demonstrated its commitment to promotion of environmental and sustainability goals without compromising cost effective service delivery or outstanding customer service. Minneapolis has consistently rewarded its customers for recycling by providing a rebate on the Utility Bill of participants in the recycling program. The city has required a rigorous commitment to recycling by its processing and marketing contractors, such that less than 0.5 per cent of the collected recyclables are not manufactured into recycled content products. Minneapolis has also been willing to pilot programs that were considered operationally or politically risky, in order to advance its environmental goals. When Minneapolis passed the Environmentally Friendly Packaging Ordinance, it was one of the only cities in the nation to collect gable top containers, aseptic containers and plastic tubs in a cooperative effort with the plastics industry to develop national and regional markets for these materials. Minneapolis was a leader in the national pilot program to collect and recycle Styrofoam. Minneapolis, in a cooperative program with Hennepin County, is the only city in the nation to routinely and separately collect computers, televisions and CRT's at the curb or alley for processing and recycling, instead of landfilling or incinerating these wastes.

Approximately 90 % of the City's 107,000 dwelling units participate in the recycling program. Collection of recyclables is bi-weekly and recyclables are collected from city-owned, lidded, bins, customer-owned containers and paper (Kraft) bags. Items presently accepted by the City for recycling citywide include newspaper, glass, food and beverage cans, corrugated cardboard, household batteries, magazines, phone books, plastic bottles and mixed residential papers (junk mail). Historic tonnage data is available in Appendix Three of this document.

Collection of recyclables in the City is operationally split into two geographic halves. One half is collected by contract forces, Minneapolis Refuse, Inc. (MRI). The other half is collected by City forces, with City-designed equipment. Appendix Four contains a description of the equipment used by the City to collect recyclables. Performance standards for collection and customer education are uniform throughout the City, and are set by the City.

SECTION II. GENERAL INFORMATION

1. Intent to Contract for Services

The City of Minneapolis Division of Solid Waste and Recycling intends to enter into one or more contracts for the processing and marketing of source separated, curbside sorted recyclables. The contract(s) will include requirements for the vendor(s) to accept materials from the City and its contractors under the specific conditions explained below.

The City will evaluate the responses on the basis of the guarantee that City recyclables will be marketed to recycled product end uses, net proceeds to the City including operation and capital costs, the Contractor's ability to meet the operational requirements of the City, and on responsiveness to all other provisions of the Request for Proposals.

2. Issuing Office

The Division of Solid Waste and Recycling, Department of Public Works of the City of Minneapolis; Room 210, City of Lakes Building; 309 Second Avenue South; Minneapolis, Minnesota 55401-2281, is the issuing office for this Request for Proposals.

3. Rejection of Proposals

The City of Minneapolis reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, to accept part or all of the proposals on the basis of consideration other than proceeds or cost, and to negotiate specific work elements with a respondent into a project of lesser or greater expense and reimbursement than described in this RFP or the respondent's reply.

4. Proposal Submission

Proposals are due in City Procurement, October 30, 2003 at 4:00 PM, in a sealed envelope addressed as follows:

City of Minneapolis Procurement Office
RFP: Recyclable Materials Processing
Towle Building, Suite 552
330 2nd Avenue South
Minneapolis, MN 55401

A proposal that is submitted after the deadline may be eliminated without further review.

Five (5) copies of the proposal and all attachments shall be submitted.

5. Pre-Proposal Conference

A **mandatory** Pre-Proposal Conference will be scheduled by City Procurement to respond to any questions raised by potential responders to the RFP.

The Pre-Proposal Conference will be held by City Procurement. Towle Building, Suite 552, 330 2nd Avenue South, Minneapolis, MN 55401 on ____ (to be determined)_____.

6. Contract Terms

The contents of the Proposal and any clarifications or modifications to the contents thereof submitted by the successful proposer(s) shall, at the City's option, become part of the contractual obligation(s) and be incorporated by reference into the ensuing contract(s).

It is anticipated that the start date of the contract(s) will be on or shortly after January 2, 2004 and that the contract will be three to five years in duration.

SECTION III. DEFINITIONS

For the purposes of this RFP the following terms and definitions will apply:

Processing: the sorting, volume reduction, baling, containment or other preparation of recyclable materials delivered to the processing center for transportation or marketing purposes

Processing Center: a facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions

Source Separated Recyclable(s): any material that is sorted and separated from Minneapolis solid waste for use and/or reuse as a substitute for raw material; Minneapolis recyclables shall include but are not limited to:

1. Metal food and beverage cans and foil: primarily steel, tin, aluminum and bi-metal
2. Glass food and beverage bottles, jars and containers: sorted as either clear or colored
3. Newsprint (ONP): printed, groundwood newspaper including all advertising inserts and "kraft" grocery bags
4. Beverage & Toiletry Bottles, Detergent Jugs and milk & juice containers
5. Corrugated cardboard (OCC): cardboard used primarily as packaging material to the extent it is not contaminated with food residue or other extraneous substances
6. Magazines.

7. *Boxboard: used for the packaging of dry goods such as cereal and kleenex
8. *Mixed paper: mixed "office" paper collected from residences, including "junk mail," colored and construction papers, school papers and books, and other materials of a similar nature.
9. Telephone Directories (OTD's): any of the several directories distributed by the various telephone companies

*may be delivered mixed together at the discretion of the City.

Waste: shall mean any delivered recyclable material that is deemed by the processor to be unable to be marketed in to recycled content products. Typical "waste" in this context includes pumps on plastic bottles, ceramic material in glass streams, pizza cartons in corrugated cardboard streams, etc.

SECTION IV. GENERAL REQUIREMENTS

The General Requirements are terms and conditions that the City expects all of its contractors to meet. By proposing, the Proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The Proposer may suggest alternative language to any section. Some negotiation is possible to accommodate Proposer's suggestions.

1 City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in this Request for Proposal, or the respondent's reply based on the component prices submitted.

2 Interest of Members of City

The contractor agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3 Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4 Non-Discrimination

The contractor will not discriminate against any employee or applicant for

employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Minneapolis Code of Ordinances, Chapter 139.

5 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:

- a) Workers Compensation insurance that meets 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.
- b) Commercial General Liability insurance with limits of at least \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence \$500,000 fire damage and \$50,000 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.
- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident.
- d) 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 subcontractors, if sub-contracting is allowable under this contract, to comply with these provisions.

6 Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this contract without prior approval of the City Department Contract Manager designated herein.

7 Compliance Requirements

All contractors hired by the City of Minneapolis are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires contractors associated with the City of Minneapolis to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship.

Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minn. Stat. C. 363.

In the event of the contractor's noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, and the contractor may be declared ineligible by the Minneapolis City Council from any further participation in City contracts in addition to other remedies as provided by law.

8 General Compliance

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

9 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, contract termination procedures will be initiated.

10 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.

11 Hold Harmless

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

12 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.

13 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.

14 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, Minn. Stat. C. 13 and as such are open to public review.

15 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.

16 Living Wage Policy

All contractor employees will be paid at least a living wage. The definition of a Living Wage is at a minimum 110 percent of the current year federal poverty level for a family of four as provided by the federal Department of Health & Human Services for a contractor that does not supply employer-paid health insurance and 100 percent for a contractor that does supply employer-paid health insurance.

17 Applicable Law

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

18 Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Contractor's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals.

19 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

20 Billboard Advertising

Through Ordinance 109.470, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.

21 Conflict Of Interest/Code Of Ethics

Contractor agrees to be bound by the City's Code Of Ethics, Minneapolis Code Of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Agreement have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code Of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

22 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice, except that if either party fails to fulfil its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the other party shall have the right to terminate this Contract, if the default has not been cured after a ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, 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.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the

City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

23 Small & Underutilized Business Program (SUBP) Requirements.

The proposer must comply with the Small & Underutilized Business Enterprise Program (SUBP), as outlined in Minneapolis City Ordinance Chapter 423 (the "(SUBP) Ordinance"). The SUBP Ordinance applies to any construction/development project, or part thereof, in excess of one hundred thousand dollars (\$100,000), and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). In accordance with the terms and conditions of this agreement, the rules and regulations as promulgated by the manager of the SUBP, and the SUBP

Ordinance, the proposers must complete and submit as a part of their proposal, Appendix One, "Every Available and Reasonable Effort Criteria Questionnaire," and Appendix Two, "Contractor Participation Form."

Each proposer, including proposers that are Women Business Enterprise (WBE) and/or Minority Business Enterprise (MBE) must complete and submit with its proposal the "Every Available and Reasonable Effort Criteria Questionnaire," Appendix One, and "Contractor Participation Form, Appendix Two." Proposers that are W/MBEs are encouraged to further contract with certified W/MBEs for procurement of goods, services and materials.

Failure to complete and/or submit the "Every Available and Reasonable Effort Criteria Questionnaire," Appendix One, and the "Contractor Participation Form," Appendix Two, with the proposal and provide written documentation of the proposer's efforts or activities to meet the goals as described below, may be grounds for rejecting a proposal as non-responsive.

If established participation levels are not met, the City of Minneapolis will make the final determination as to whether the proposer made sufficient good faith efforts to achieve the established goals. The activities listed below must be included and documented in the proposal submitted to establish 'good faith effort' as required by the statute [Ch.423]. Whether or not the proposer:

- Contacted the Minneapolis Department of Civil Rights for information about utilizing the services of certified Women Business Enterprises (WBE)/Minority Business Enterprises (MBE) and W/MBE criteria;
- Advertised (or posted notices) in general circulation, community newspapers, and with service organizations such as Urban League, Summit Academy OIC, MDCR, MPHA, YouthBuild, MEDA, NAMC, and Women Venture concerning the subcontracting and employment opportunities;
- Utilized the services of women and minority contractor organizations, community organizations, recruitment resources, and business assistance agencies to provide assistance identifying and recruiting women-owned and minority-owned firms. Such service organizations include Urban League, Summit Academy OIC, Minneapolis Department of Civil Rights, Minneapolis Public Housing Authority, YouthBuild, MEDA, NAMC, and Women Venture;
- Provided written notice to a reasonable number of certified W/MBE firms that have the capability to perform the work of the contract that their interest in the contract is being solicited;
- Followed up initial solicitations of interest by contracting certified W/MBE firms to determine with certainty whether the W/MBE firms were interested;
- Selected portions of the work to be performed by certified W/MBE firms in order to increase the likelihood that W/MBE goals may be met;
- Provided interested certified W/MBE firms with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation;
- Negotiated in good faith with interested certified W/MBE firms, not rejecting the firms

- as unqualified without sound reason(s) based on a thorough investigation of their capabilities;
- Other actions, not listed above, intended to secure participation of women and minority employees, and participation of certified W/MBE firms.

The proposer shall, utilizing Appendix One, make and document every reasonable effort to include qualified and available certified small businesses, including companies owned by women and minority persons, as part of their proposal. A list of certified small businesses can be obtained by contacting the Small and Underutilized Business Program at 612/673-2272 or the CERT web site at **www.jitservicesinc.com**

Proposers who fail to submit “Appendix One” and “Appendix Two” may be deemed non-responsive and their proposal may be rejected.

The SUBP goals for this project are ___% WBE and ___% MBE.

Any inquiries relating to the participation goals for small and underutilized businesses should be directed to the City of Minneapolis Civil Rights Department, SUBP Unit, 239 City Hall, 350 South 5th Street, Minneapolis, Minnesota 55415, Attention: Manager, SUBP Unit, (612-673-2272).

24. Equal Benefits for Domestic Partners

Minneapolis code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each contractor and subcontractor with 21 or more employees that enters into a “contract,” as defined by the ordinance, that exceeds \$100,000. Compliance with Section 18.200 is required commencing January 1, 2004. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and developmental contracts.

This contract is in a category to which the ordinance applies.

Please be aware that if the contract initially does not exceed \$100,000, but is later modified so that the contract does exceed \$100,000, the ordinance will then apply to the contract.

A complete text of the ordinance is available on the Internet at:

<http://www.ci.minneapolis.mn.us/citywork/city-coordinator/finance/purchasing>.

Copies are also available in the office of City Purchasing. It is the contractor’s and subcontractor’s responsibility to review and understand the requirements and applicability of this ordinance.

SECTION V. SPECIAL REQUIREMENTS

A. FACILITY REQUIREMENTS

If the facility is within the City of Minneapolis, operations must occur totally in an enclosed facility that complies with all applicable federal, state and local laws and regulations. If the facility is outside the City limits, it must comply with all applicable federal, state and local laws and regulations. Please note that the evaluation of proposals will strongly favor facilities within a four-mile radius of 2710 Pacific St., in Minneapolis.

B. MARKETING AGREEMENTS

Respondents must provide proof of marketing agreements and/or contracts for all materials referred to in the Respondent's Proposal. Adequate demonstration may include copies of contracts and documentation of historical success in marketing the types and volumes of commodities collected by the City, or other documentation proving existence of contracts and/or marketing agreements.

C. ADMINISTRATIVE AND MANAGEMENT EXPERIENCE

Respondents must provide references and demonstrate experience with the administrative and management tasks required to support recyclables processing activities. Adequate demonstration of experience may include examples of monthly or year end reports for other clients, accounting procedures or other documentation of administrative or management experience.

D. MATERIALS HANDLING EXPERIENCE

Respondents must provide details of their qualifications and experience in materials handling, processing, storing, transporting and marketing recyclable materials generated from a residential curbside recycling program, or from commercial, industrial or institutional recycling programs. Adequate demonstration may include numbers of successful facilities being operated, addresses and contact individuals at the facilities, amounts of materials processed, and years of operation.

E. FINANCIAL STATEMENT OR BALANCE SHEET

All proposals shall contain the most recent and current financial statement or balance sheet for the contractor. If the contractor is a wholly or substantially owned subsidiary of a parent firm, the most recent and current financial statement or balance sheet for that firm shall also be submitted.

F. NET PROCEEDS

All proposals shall contain, by commodity and severally, the processing costs, prices

to be paid to the City including, if applicable, floor and ceiling prices, and the anticipated net proceeds to the City of the recyclables on a per delivered ton basis.

SECTION VI. OPERATING REQUIREMENTS

All facilities must comply with the following requirements in processing the City's recyclables. Documentation that the facility will comply with the following requirements must be included in the Proposal:

1. MARKET AVAILABILITY

All recyclables delivered by the City will go to recycling markets. Any tonnage delivered by the City in excess of **0.5% per day** which is considered "waste" by the contractor will be delivered to disposal facilities only with the specific approval of the City.

2. HOURS OF OPERATION

The facility shall be open to the City and its Contractors between the hours of 6:30 a.m. and 5:00 p.m. Monday through Friday. The City intends that City and Contractor vehicles will empty between the hours of 6:30 a.m. and 5:00 p.m.; however, provisions should be made for the facility to be open additional hours in the event of unforeseen circumstances. During weeks containing Major Holidays (Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas and New Year's Day) the facility must be open on the Saturday following the Holiday, unless the Holiday falls on a Saturday.

3. TRAFFIC FLOW

The facility shall have adequate staging, maneuvering and dumping space and adequate personnel to allow the sequential dumping of each vehicle and the recyclable materials in each vehicle on a timely basis. In the event that all materials collected by the City are covered by a single processing contract, the City of Minneapolis trailers may be dumped coincidentally by a dedicated fork lift in another area of the facility separate from the vehicles. Facility diagrams, equipment inventories, staffing levels necessary to assure adequate traffic flow and facility throughput shall be documented. Estimates of vehicle dumping delays and throughput, shall be included with the proposal.

4. FACILITY LAYOUT

The facility shall have adequate dumping and maneuvering room for the materials to be handled and the vehicles that the City and its contractors will utilize. Areas where trucks and/or trailers dump should have a minimum of 24 feet of unrestricted floor to ceiling clearance. Evaluation of proposals will favor facilities with a minimum of 24

feet of dumping height. If all materials collected by the City are included in the proposal, the sequence of materials dumping in the facility shall be as follows (congruent sequences are required if fewer materials are included in the proposal):

Materials on Truck: ONP (Mixed paper, boxboard and magazines, OTP, clear glass, colored glass)

Materials on Trailer: Corrugated cardboard, plastics, cans

5. EMPLOYEE WORKING CONDITIONS AND RESPONDENT'S SAFETY PROCEDURES

The facility will have adequate working conditions and safety procedures 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, or review, all facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

6. PROVISIONS FOR FORKLIFT

As stated above and described in Appendix Four, the trailers used by the City are emptied by a forklift. Any proposal which includes any or all of the materials on the trailer (OCC, cans, plastic) must provide and maintain a medium sized fork lift, lifting capacity of 4,000 pounds, with qualified operator, to position and dump the trailers. Damages to the trailers by the contractor shall be minimized.

7. WEIGHING REQUIREMENTS

The facility will weigh on certified scales, or provide weighing on certified scales, all recyclables accepted by the facility which were delivered by the City or it's Contractor. Gross, tare and net weights by load will be provided to the City daily, and summarized on a monthly basis. Two loads per day, as designated by the City, will be weighed successively by commodity and will be so reported to the City. Daily information may be provided on vehicle weigh tickets. The City reserves the right to spot check all tonnages and relative recyclables amounts.

8. REPORTING REQUIREMENTS

A. The facility will report, on a monthly and year to date basis, the following information:

- Tons of City material
- a) received, by recyclable material
 - b) marketed (sold), by recyclable material
 - c) stored, by recyclable material
 - d) disposed of, by type of waste

An evaluation of current and projected market strength, by recyclable type.

- B. The facility will report, on a quarterly and year to date basis, the destination and tonnage, by recyclable material, of marketed materials.
- C. Monthly reports shall be due to the City by the 1st day of each month for material received by the contractor during the preceding calendar month. Quarterly reports to the City shall be due by the last day of April; July; September; and January for material received by the contractor during the preceding three calendar months. Year to date basis reports to the City shall be due by the last day of January for materials received by the contractor during the preceding twelve calendar months.

9. PAYMENT REQUIREMENTS

Payment requirements to the City will be negotiated as a part of the contract(s).

SECTION VII. ALTERNATE MATERIALS

Proposals for additional recyclables will be accepted as Proposal Alternates.

SECTION VIII. PROPOSAL ORGANIZATION

Each proposal shall first contain all summary information requested on the "Proposal Form, Request for Proposals," contained in Appendix SIX. Each proposal shall then contain all information necessary to clearly indicate compliance with all requirements in Section IV., General Requirements and all information necessary to clearly indicate compliance with the applicable components of the proposal contained in Section V., Special Requirements and in Section VI., Operating Requirements. Finally, each proposal shall contain any specific information necessary for the City to fully evaluate the proposal.

SECTION IX. PROPOSAL EVALUATIONS

Any proposal not addressing all items in Section IV, General Requirements, Section V, Special Requirements, and Section VI, Operating Requirements, may not be evaluated. Proposals will be ranked according to the following criteria:

- * Completeness of information and compliance with RFP requirements
- * Distance from 2710 Pacific

Division of Solid Waste and Recycling vehicles are staged at 2710 Pacific Street. Distance from 2710 Pacific will be evaluated in the following manner:

1. Facilities within a four (4) mile radius of 2710 Pacific will have no distance penalty assessed.
2. Facilities outside the radius will have a distance penalty assessed as follows:

The per hour rate will be multiplied by the average time of 6 separate City drivers driving round trip between the closest point on the four mile radius and the facility, times 12 vehicles, and subtracted from the net proceeds or added to the net cost to the City detailed in the Proposal.

Per Hour Rate = \$52.00

* Materials contained in proposal

If all recyclables collected by the City are not included in the proposal, an incremental "cost" will be evaluated and factored against the City's net return or cost of processing, to compensate for the delivery of materials to separate facilities. The factor will be equivalent to the Distance factor above, and will be additive for each commodity not taken.

Exception: If all materials on either the trailer or the truck, but not both, are handled at a single facility, the Distance factor above will be added once.

* Dumping or throughput time of vehicles

The time required to dump vehicles, and the throughput, as stated in Section VI.3., above, will be verified by the City. Minimum delay times and shorter throughput are desirable.

• Net return or cost to the City

All costs to the City, including processing costs, distance or materials costs as stated above, and any costs associated with a change in the City's existing Recyclables collection program (including education, vehicle and/or routing changes, additional compensation required by MRI, or container costs) will be subtracted from the expected revenues to the City from the recyclables. Highest net return will be most favorably received.

Appendix One

Every Available and Reasonable Effort Criteria Questionnaire

This document, when completed, must be included with the proposal. Proposers who fail to submit “Appendix One” may be deemed non-responsive and their proposal may be rejected.

1. List the name of the person you spoke with at Minneapolis Department of Civil Rights, and the date, regarding information on how to contact certified W/MBEs and how to qualify as a certified W/MBE?

2. List the places where you advertised or post notices concerning subcontracting and employment opportunities for this project. Please attach a copy of the advertisement and/or notice.

3. Name the women and minority contractor organizations, community organizations, recruitment resources, and business assistance agencies that provided you assistance in identifying and recruiting women and minority employees and certified W/MBE firms for this project?

4. List the certified W/MBE firms, with the capability to perform the work, that you provided written notice in order to solicit their participation on the project. Please attach a copy of the written notice. If no contact was made with certified W/MBE firms, please list the reasons below.

5. Provide the follow-up steps you took to the initial solicitations of interest shown by certified W/MBE firms regarding this project?

6. Describe how you selected portions of the work to be performed by certified W/MBE firms in order to increase the likelihood that the W/MBE goal will be met on the project.

7. Describe how you provided interested certified W/MBE firms with timely and adequate information about the plans, specifications and requirements of the contract?

8. Did you assist certified W/MBE firms in responding to a solicitation? ___ YES ___ NO. If so, how did you assist?

9. Did you negotiate in good faith with interested certified W/MBE firms? ___ YES ___ NO. If not, why not?

10. Did you reject any certified W/MBE firms as unqualified without sound reasons(s) following a thorough investigation of their capabilities? ___ YES ___ NO. If so, please list those firms and state why you rejected them?

11. Briefly describe other actions not listed above that you took to secure participation of certified W/MBE firms.

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**APPENDIX TWO
 CONTRACTOR PARTICIPATION FORM
 CITY OF MINNEAPOLIS
 WOMEN, MINORITY AND SMALL BUSINESS UTILIZATION PLAN**

PROPOSER'S NAME: _____
 ADDRESS: _____
 TELEPHONE NUMBER: _____
 CONTACT NAME: _____
 PROJECT NAME: _____
 RFP NUMBER: _____

Each proposal shall be accompanied with this document. Proposers who fail to submit "Appendix Two" may be deemed non-responsive and their proposal may be rejected.

1. What percent of the base proposal for this project will be supplied by certified Women/ Minority and/or Small Businesses? _____%

Using the matrix below list the name of each certified women, minority or small business to be utilized on this project, the type of work to be performed and the proposed dollar amount of their contract. Using the categories below, please document the following information:

<i>Date of Contact</i>	<i>Name of Women Minority or Small Business</i>	<i>Certification (WBE/MBE)</i>	<i>Person Contacted</i>	<i>Reason for Contact</i>	<i>Type of Work or Supplies</i>	<i>Contract/Purchase Amount Result</i>

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Continued on next page.

APPENDIX THREE – 1
HISTORICAL TONNAGE DATA

2000 TONNAGE

	TONS	% GRAND TOTAL
RECYCLING		
Newspaper	13,648	8.5%
Cans-Aluminum	397	0.2%
Cans-Tin	595	0.4%
Glass	4,371	2.7%
Plastic	886	0.5%
Corrugated	753	0.5%
Phone Books	278	0.2%
Magazines	1,127	0.7%
Mix Paper	997	0.6%
Subtotal	23,052	14.3%
OTHER		
Household Batteries	25	0.02%
Motor Oil	137	0.09%
Tires	284	0.18%
TV's and Computers	404	0.25%
Sub total	850	0.54%
APPLIANCES AND SCRAP METALS.	4,638	2.9%
YARDWASTE	17,703	11.1%
GARBAGE	113,580	71.1%
GRAND TOTAL	183,725	

APPENDIX THREE - 2
HISTORICAL TONNAGE DATA

2001 TONNAGE

	TONS	% GRAND TOTAL
RECYCLING		
Newspaper	12,448	7.60%
Cans-Aluminum	402	0.20%
Cans-Tin	602	0.40%
Glass	4,313	2.60%
Plastic	949	0.60%
Corrugated	898	0.50%
Phone Books	310	0.20%
Magazines	1,055	0.60%
Mix Paper	997	0.60%
Subtotal	21,974	13.30%
OTHER		
Household Batteries	17	0.01%
Motor Oil	150	0.10%
Tires	294	0.20%
TV's and Computers	422	0.30%
Subtotal	883	0.61%
APPLIANCES AND SCRAP METALS.	5,076	3.10%
YARDWASTE	19,594	11.90%
GARBAGE	116,754	71.10%
GRAND TOTAL	164,281	100.01%

APPENDIX THREE - 3APPENDIX THREE - 1

HISTORICAL TONNAGE DATA

HISTORICAL TONNAGE DATA

2002 TONNAGE

	TONS	% GRAND TOTAL
RECYCLING		
Newspaper	12,550	7.80%
Cans-Aluminum	480	0.30%
Cans-Tin	719	0.40%
Glass	4,484	2.80%
Plastic	1,052	0.70%
Corrugated	733	0.50%
Phone Books		0.00%
Magazines	7	915 0.60%
Mix Paper		916 0.60%
Subtotal	21,856	13.70%
OTHER		
Household Batteries	16	0.00%
Motor Oil	119	0.10%
Tires	247	0.20%
TV's and Computers	464	0.30%
Sub total	846	0.60%
APPLIANCES AND SCRAP METALS.	5,323	3.30%
YARDWASTE	17,639	10.90%
GARBAGE	115,826	71.70%
GRAND TOTAL	161,490	100.20%

APPENDIX FOUR

DESCRIPTION OF CITY EQUIPMENT FOR RECYCLABLES COLLECTION

COLLECTION TRUCK:

- Crane Carrier Corp., dual drive, low entry cab and chassis with 158" wheel base
- Nineteen (19) feet long, end dump box
- Capacity of up to seven (7) materials: ONP, clear, green and brown glass, magazines, mixed paper, box board, OTP's

COLLECTION TRAILER

- Single axle, custom manufacture
- Box is twelve (12) feet long, tongue located seven (7) feet above ground
- Mechanically end dumped by a medium sized fork lift by lifting frame-height lunette eye
- Capacity of up to three (3) materials: metal cans, plastic containers, OCC

This equipment is currently in use, and can be inspected at 2710 Pacific Street North by contacting Richard Schoumaker 673-5638

APPENDIX FIVE

CERTIFICATE OF INSURANCE