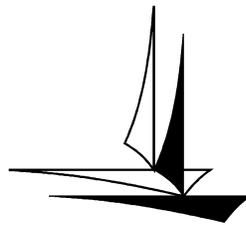


REQUEST FOR PROPOSALS

**COLLECTION OF GARBAGE, RECYCLABLES, PROBLEM
MATERIALS AND SEASONAL YARD WASTES**

Issue date: June 20, 2008



**CITY OF MINNEAPOLIS
DEPARTMENT OF PUBLIC WORKS
DIVISION OF SOLID WASTE AND RECYCLING**

Proposal due by 4.00pm July 18th, 2008

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SECTION I. INTRODUCTION

It is the intent of the City of Minneapolis to accept and evaluate proposals for the collection of garbage, recyclables, problem materials (metals, appliances and electronics) and seasonal yard wastes. The goals of the City for overall solid waste services are to maximize the cost effectiveness of services provided to Minneapolis Residents, to maintain or exceed the current high level of customer satisfaction for solid waste and recycling services and to fulfill the Clean City mission of Solid Waste and Recycling Services. Additional goals of the City for Organized Collection are to recognize the need for a comprehensive wastes collection program that meets the unique physical and demographic challenges of a core urban city; to protect the health and safety of City residents and visitors by minimizing disruption of collection services due to natural events, labor disputes or Incidents of National Significance or change of haulers; and to comply with City policies on Small and Minority Owned Businesses, Living Wage and Domestic Partner Benefits and anti-discrimination requirements.

The City, a national leader in solid waste and recycling services, has provided collection of the various components of the solid waste stream in Minneapolis for more than fifty years. For the past 35 years, the City has provided organized collection services directly to customers in one half of the City, and by contract with a consortium of private haulers, Minneapolis Refuse, Inc., to the other half of the customers. 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 Solid Waste and Recycling is considered by Minneapolis residents in the last Customer Service Survey to be the most valued and customer oriented service provided by the City. Minneapolis has been ranked as the nation's cleanest city by Living Magazine, and as the fifth cleanest city in the world by Fodor's. 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.

Collection of all fractions of the waste stream is operationally split into two geographic halves. One half is presently collected by contract forces: Minneapolis Refuse, Inc. The other half is collected by City forces. Disposal or processing of all collected materials is at City direction. Customer billing is performed only by the City. Performance standards for collection and customer education are uniform throughout the City, and are set by the City. Day of collection is determined by day "strips," that are determined city-wide, by the City. All Customer Service calls and resolution of same are accomplished by the City. All education is developed by the City, with certain Contractor responsibilities for notifying customers and the City of issues at certain collection points defined in the performance criteria.

City garbage collection is a weekly, day-certain service and is accomplished with semi-automated rear loaders. The City's carts, used by all city customers are of 94 and 22 gallon sizes, and are of the "European" design. All legal material in the carts, all bagged, boxed or bundled solid wastes outside of the cart, and all large burnable large items placed at the collection point by residents are collected on a day-certain garbage day. All material is disposed of at the direction of the City. Approximately 90 % of the City's 104,500 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, boxboard and mixed residential papers (junk mail). Nine separations are made by our customers; glass is color-separated on the trucks by the recycling collectors.

Problem materials consist of items that are fifty per cent (50%) or more metal and include pipe, appliances, metal lawn furniture, bicycles, lawn mowers, etc. Electronic items include computers and computer monitors, televisions, and similar items. These materials are separately collected on a bi-weekly basis. All metal items which require processing are processed to remove hazardous constituents by the City at its 2710 Pacific facility. All items not requiring processing are to be taken to a City-directed facility.

Bagged or bundled yard wastes and brush are seasonally collected weekly, on “garbage day.” The typical season begins in early April, and continues through the week before Thanksgiving week in November. Yard wastes are delivered to a facility as directed by the City for composting; at this time the transfer facility is at the North Transfer Station at 2710 Pacific Street.

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 collection of the various fractions of the City’s solid waste stream. The contract(s) will include requirements for the vendor(s) to collect each of the various solid waste fractions from City customers under the specific conditions outlined in **Appendix One**. Four geographic areas have been identified in the City; the City will accept proposals for one, two, three or all of these geographic areas. The map containing the approximate boundaries of these areas is in **Appendix Two**. The City will evaluate the responses on the basis of the following:

- A guarantee that the health and safety of the City will be protected through the collection of solid wastes.
- The cost-effectiveness of the Contract.
- A clear understanding and commitment by the Contractor to the Clean City mission.
- Knowledge and understanding of local physical conditions, service expectations and customer demographics
- A clear understanding and commitment by the Contractor to provide outstanding Customer Service that meets or exceeds historic standards.
- The ability of the Contractor(s) to meet the operational requirements of the City.
- An understanding of, and commitment to, the City’s Ordinances on Small and Minority Owned Businesses, Living Wage and non-discrimination.
- The degree to which the Contractor meets the City’s Solid Waste Collection Goals
- Demonstration that agreements or processes are in place by the Contractor such that service will never be interrupted as a result of strikes, lockouts, financial difficulties, equipment problems or for other reasons.
- The responsiveness to all other provisions of the Request for Proposals.

The City, as the operator and proprietor of the City’s solid waste and recycling collection system,

has a strong interest in minimizing the possibility of work stoppages. The City has a process in place to have the committee responsible for reviewing draft requests for proposal consider the proprietary nature of a City contract and provide for requiring binding arbitration with employees represented by a collective bargaining unit when reasonably necessary under the facts to protect the City's proprietary interests. Uninterrupted solid waste and recycling collection service is a vital City interest and a fundamental goal of its solid waste and recycling collection program.

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. Department Contact/Requests for Clarification

Prospective responders may direct questions in writing only by mailing or faxing to:

Susan Young, Director Solid Waste & Recycling,
309 2nd Avenue South, Room 210
Minneapolis, MN 55401-2281
Fax: 612-673-2250

All questions are due no later than July 1, 2008 at 12:00 p.m. Questions will be answered in writing by July 11, 2008 and will be sent to all proposers who were originally provided this RFP or who have requested a copy of the answers, and who attended the pre-proposal conference. The department contact person is the only individual who can be contacted about the project by proposers before proposals are submitted. The department contact cannot vary the terms of the RFP.

4. Addendums

If any addendums are needed for the Request for Proposal, they will be posted on the City of Minneapolis web site at: www.ci.minneapolis.mn.us/procurement under the link to professional services AND mailed to those proposers who attend the mandatory pre-proposal conference.

5. 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(s) 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.

6. Pre-Proposal Conference

A pre-proposal conference will be held at **2:00 p.m. on July 11, 2008**, in the Procurement Division of the Minneapolis Finance Department at 552 Towle Building, 330 2nd Avenue South, Minneapolis, MN 55401.

7. Proposal Submission

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

Request for Proposal submittals are due **July 18, 2008 at 4:00 PM**, in a sealed envelope addressed and delivered as follows:

City of Minneapolis Procurement Office
RFP: Collection of Solid Wastes
Suite 552, Towle Building
330 2nd Avenue South
Minneapolis, MN 55401-2211

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

Proposals will be treated in accordance with Minnesota Statutes, Section 13.591, Subdivision 3 (b), Minnesota Government Data Practices Act.

8. 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 February 1, 2009 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:

Collection, transfer and delivery: shall be the collection, transportation and delivery of garbage, recyclables, problem materials, or yard wastes from dwelling units serviced by the City system, to the locations determined by the City

Disposal site: any location, transfer station, etc. that the City designates for placement of contract collected materials.

Dwelling unit: any habitable room located within a dwelling and forming a single habitable unit, as billed by the City for solid waste services, or any dwelling unit designated as such by the City, or any equivalent collection unit designated as such by the city.

Garbage: putrescible and nonputrescible wastes in solid or semi-solid form generated from City residential or City owned or operated facilities

Major Holiday: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day are major holidays, and are the only holidays on which collection services are not provided on the "day-certain" schedule

Problem Materials: those large or bulky materials, more than fifty per cent (50%) metal, that are collected separately from residents' normal cart collection service including hide-a-beds, TV's, computers, monitors and keyboards

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

removal of hazardous constituents, such as Freon or mercury switches, from appliances or metal items.

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 and will be designated by the City.

Recyclables: materials designated by the City for separate collection for the purpose of recycling, and which include food and beverage cans and aluminum foil, food and beverage bottles, plastic bottles, newspaper, corrugated cardboard, household batteries, magazines, mixed paper & box board and other specific materials as designated by the City

Refuse: putrescible and nonputrescible wastes in solid or semi-solid form generated from City residential or City owned or operated facilities; includes garbage, rubbish, construction and demolition wastes, residential trash and street refuse

Route: a series of dwelling units regularly serviced on a given day by a hauler for garbage, recyclables, problem materials or yard waste.

Rubbish: nonputrescible solid waste, consisting of both combustible and noncombustible wastes such as paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, litter of any kind, and major discarded household appliances and furniture

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, ground wood newspaper including all advertising inserts and "kraft" grocery bags
4. Plastic 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 sole discretion of the City.

Solid Waste: garbage, refuse, rubbish and other discarded materials except animal wastes used as fertilizer, including solid waste materials resulting from industrial, commercial and agricultural

operations, and from community activities. Solid waste does not include earthen fill, boulders, rock and other materials normally handled in construction operations, solids or dissolved material in domestic sewage or other significant pollutants in waste resources, such as silt, dissolved or suspended solids in industrial waste water effluent, dissolved materials in irrigation return flows; or other common water pollutants.

Solid Waste Collection Point: that point on the curb or alley, as designated by the City Engineer, that is the proper location for collection of a resident's cart, problem materials, yard wastes and recyclables.

Toxic and hazardous wastes: waste materials including but not limited to poisons, pesticides, herbicides, acids, caustics, pathological wastes, radio-active materials, flammable or explosive materials, and similar harmful chemicals and wastes which require special handling and must be disposed of in a manner to conserve the environment and protect the public health and safety.

Transfer station: an intermediate solid waste disposal facility for transferring loads of solid waste to a transportation unit having a larger capacity. There may be volume reduction at the transfer station. A transfer station may be fixed or mobile.

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

Yard wastes: wastes such as grass, brush, limbs, leaves, or garden trimmings that are normally generated from residential lawns and garden areas

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. Performance Surety Bond; Payment Surety Bond.

The successful contractor shall provide a performance surety bond and a payment surety bond in a form approved by the City of Minneapolis as security for the faithful and satisfactory performance of this Agreement and for the payment of all persons performing labor and furnishing services, materials and/or equipment in connection with this Agreement. The bonds shall run the full term of the contract and shall be in the amount of the contract for the performance surety bond and in the amount of the contract for the payment surety bond. The amount of the bonds will be determined at the time of contract, but shall approximate six (6) months of performance payments, and six (6) months of typical business payments.

6. 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 \$1,000,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) Commercial General Liability insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$2,000,000 each occurrence \$1,000,000 fire damage and \$500,000 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 and trucks with limits of at least \$500,000 per accident.

The Commercial General Liability requirements stated above are the minimum requirements for a company with a maximum of three trucks performing the business of this contract. A four to ten truck business entity shall comply with Commercial General Liability insurance of \$3,000,000 with limits of at least \$3,000,000 general aggregate, \$3,000,000 each occurrence, \$1,500,000 fire damage and \$1,000,000 medical expense any one person. A business entity of greater than 11 trucks shall comply with a Commercial General Liability insurance of \$3,000,000 with limits of at least \$5,000,000 general aggregate, \$5,000,000 each occurrence, \$2,000,000 fire damage and \$2,000,000 medical expense any one person.

Extended coverage of General Liability and Professional liability for a five year period, past the end of the contract shall be required. 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) date 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.

7. 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 specific 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 potential assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this contract without specific prior approval of the City Department Contract Manager designated herein.

8. 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.

9 General Compliance

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

10 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 the agreement. If action which corrects such substandard performance is not taken by the Contractor within 10 days of being notified by the City, contract termination procedures may be initiated.

11 Independent Contractor

Nothing contained in the 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.

12 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.

13 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.

14 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.

15 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.

16 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 Living Wage Policy

All contractor employees will be paid at least a living wage. The definition of a Living Wage is at a minimum 130 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 110 percent for a contractor that does supply employer-paid health insurance.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Termination

The City may cancel the Contract for any reason without cause upon thirty (30) days written notice, except that if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the 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 the 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.

24. Small & Underutilized Business Program (SUBP) Requirements.

The Contractor must comply with the Small & Underutilized Business Enterprise Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any construction/development project, 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). Should the respondent find an opportunity to contract or partner with other business concerns to complete portions of the task solicited, we ask that they would

entertain contracts with businesses owned by women or minority persons. Such business arrangements and dollar amounts should be identified in the proposal. Documented efforts and results will be considered favorably during the review and selection process.

For more information on locating certified businesses you may contact the CERT web site at www.govcontracts.org or by calling 612 673-2112.

SECTION V. SPECIAL REQUIREMENTS

1. Collection Vehicle Requirements

a. General Requirements: Vehicles must be capable of wastes collection in Minneapolis in all seasons of the year, and in all streets and alleys without damage to existing structures or public utility appurtenances. All vehicles must have a clean and “workmanlike” appearance. All vehicles must have current licenses, registration, and DOT record books. Each collection vehicle shall prominently display the City Customer Service phone number of the City Solid Waste and Recycling Division. No other phone number shall be visible on the vehicle during the performance of services under this contract. Each collection vehicle shall be equipped with at least one broom and shovel which shall be used in cleaning up materials spilled during collection or hauling. Each collection vehicle shall have sufficient room in a weather-proof area for storage of the customer education tags to be distributed to residents, and for the bottoms of the tags and all City-required route forms which will be returned to the City on a daily basis.

b. Garbage Collection Requirements: Minneapolis customers have city-owned, “European-Style” garbage carts, of 94 and 22 gallon size. Vehicles must be equipped with cart lifters capable of handling any cart properly set out for collection, without damage to the carts. Zoeller Lifters, or a City-approved equivalent, shall be considered sufficient to meet this requirement.

c. Recycling Collection Requirements: Vehicles must be capable of carrying to the City-designated recycling processor, and separately dumping, the following recyclable commodities:

- . Clear glass
- . Amber or brown glass
- . Green glass
- . Aluminum, steel or bimetal food or beverage cans and aluminum foil
- . Newsprint
- . Corrugated Cardboard
- . Junk mail & boxboard
- . Household batteries, which will be de-bagged before delivery to the City
- . Plastic bottles
- . Phone Books
- . Magazines

No commingling of recyclable commodities shall be allowed, except at the express direction of the city.

d. Problem Materials (metal items and appliances) Collection Vehicle requirements:

Vehicles must be capable of carrying, and separately dumping as directed by the City, items that are 50% metal that do not require processing, items that are 50% or more metal that do require processing (stoves, refrigerators, microwave ovens, etc) and electronic items (TV's, computers and computer monitors).

e. Yard Wastes Collection Vehicles: Vehicles must be capable of carrying all yard wastes and brush to the City designated facility for commingled dumping.

2. Day-certain collection

Day-certain collection is a City approved plan for scheduled collection, transfer and delivery of materials on an established day certain schedule. This schedule requires that a route must be serviced, on the same day of each week and is based on a five (5) day, Monday through Friday, working week. The **only** exceptions to the "day-certain" plan shall be during those weeks in which occur a Major Holiday as defined by the City. At this time, Major Holidays are New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. Complete collection of each and every assigned daily route must also be fulfilled in those weeks in which any of the above Major Holidays occur; however, this shall be accomplished by mutual agreement of the City and the Contractor.

3. Administrative and Management Experience

Respondents must provide references and demonstrate experience with the administrative and management tasks required to support solid wastes collections in compliance with the exacting standards of the City. Respondents should include resumes of the individuals designated to provide both management and administrative responsibilities as part of its submittal. Adequate demonstrations of experience may include examples of monthly or year end reports for other clients, specific accounting procedures, or other documentation of administrative or management experience.

4. Customer and Employee Education/Training

Respondents must provide details of education/training programs for Respondent staff, including rigorous customer service and safety programs, and state and federally mandated training components (AWARE, DOT, BBP, etc.)

5. Financial Statement or Balance Sheet

All proposals shall contain the most recent and current annual audited 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.

6. Net Costs

The proposer shall provide, the combined "per dwelling unit" price for the services specified by the City, for the dwelling units/areas that the proposer is submitting the proposal for.

SECTION VI. OPERATING REQUIREMENTS

General Requirements and Operating Requirements for collection of the various fractions of the solid waste stream are contained in Appendix Three.

SECTION VII. PROPOSAL ORGANIZATION

Each proposal shall 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, including cost information.

SECTION VIII. 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 documented compliance with all RFP requirements.
- Degree of confidence that the health and safety of the City will be protected through the complete and timely collection of solid wastes.
- Demonstrated and documented understanding of and commitment to the Customer Service and Clean City missions of Solid Waste and Recycling Services.
- Customer service history, contract compliance history in other contracts, history of safe operations under climate and infrastructure (street and alley) conditions similar to Minneapolis, and history of reliability and commitment to day-certain service will be evaluated. Understanding and commitment to the Clean City goal, including examples of Clean City activities in other contract situations will be evaluated.
- Past performance in Residential Collection Contracts. Names and contact information from at least three (3) prior residential collection contracts must be provided. Enquiries will be conducted by the City of these references. A random survey of customers subject to these contracts will be conducted to determine Customer Satisfaction with Contractor services.
- Demonstrated capacity to provide year-round collection services in the manner, and within the geographic constraints, of the City of Minneapolis. Collection vehicles and equipment, collection experience, operator training practices and previous experience with customers in similar geographic settings will be evaluated. Knowledge of local geographic and demographic conditions and of a clear understanding of the routing and customer service challenges and expectations will be demonstrated.
- Demonstrated understanding of, and commitment to, the City's policies on Small and Minority Owned Businesses, Living Wage and Domestic Partner Benefit policies, and anti-discrimination requirements.
- Net cost to the City.
 - All costs to the City will be included in the evaluation.
- Minimized displacement of haulers
- Maximized efficiency in solid wastes collections

APPENDIX ONE OPERATING REQUIREMENTS

GENERAL REQUIREMENTS

1. Collection shall be commenced no sooner than 6:00 A.M. for MSW, yard waste, and problem materials and 7:00 A.M. for recycling, and no later than 7:30 A.M. on a prescribed day, and shall be continuous until completed. CONTRACTOR shall notify the City before 1:00 p.m. of any collections to be made after 4:00 p.m. on the same day. In the event of breakdowns or other emergencies, CONTRACTOR will notify the City as soon as possible of the expected time that late collections will be completed. No other solid waste, recyclables, problem materials or yard wastes shall be collected by CONTRACTOR or its agents to fulfill other, non-Minneapolis contracts or arrangements in other locations before completion of collection, transportation and delivery of assigned routes under this contract for the prescribed day.
2. The City has the right to penalize any CONTRACTOR hauler found dumping any materials not collected from assigned dwelling units in any City designated facility. This penalty will be a minimum of \$200.00 and a maximum of \$1,500.00 and can be imposed with or without a CONTRACTOR Inspector present. CONTRACTOR will be notified of the circumstances of the violation and the amount of the penalty by letter within 24 hours of any violation by a shareholder/subcontractor. The money will be deducted from CONTRACTOR'S monthly check.
3. Day-certain collection is a City approved plan for scheduled collection, transfer and delivery of materials on an established day certain schedule. This schedule requires that a route must be serviced on the same day of each week and is based on a five (5) day, Monday through Friday, working week. The only exceptions to the "day-certain" plan shall be during those weeks in which occur a Major Holiday as defined by the City. Complete collection of each and every assigned daily route must also be fulfilled in those weeks in which any of the above Major Holidays occur; however, this shall be accomplished by mutual agreement of the City and CONTRACTOR.
4. Locations assigned by the City for materials collected shall be used by CONTRACTOR for unloading or disposal of all collected materials.

PERSONNEL REQUIREMENTS

There shall be no limitation upon the size of CONTRACTOR'S, its sub-contractor's or its agent's collection crews, so long as they are sufficient to fulfill the requirements of the contract.

Each collection crew shall adhere to all applicable ordinances of the City of Minneapolis, and all 'Rules, Regulations and Conditions for Refuse Collection' as established by the City Engineer.

The following additional personnel requirements shall also apply to CONTRACTOR, it's subcontractors or agents and collection crews:

- (a) Drivers must have a valid Minnesota Commercial Driver's License for vehicles over 26,000 pounds Gross Vehicle Weight, and other valid licenses for vehicles in their class as required by Minnesota statutes and must adhere to all traffic laws.
- (b) Drivers and collector(s) shall be of sound character and competent throughout the entire workday.

- (c) Drivers and collector(s) shall make a concerted effort to have at all times a presentable appearance.
- (d) The collectors on each crew shall be physically able to perform their duties and at least 18 years old.
- (e) The collectors shall perform their work in a neat and quiet manner and clean up all materials spilled in collection.
- (f) Gratuities are not to be accepted. [Is there compliance with this restriction? I have some faint and distant recollection of being solicited for holiday gratuities when I lived on the contracted side of the City.]
- (g) Contractor shall comply with Federal DOT random Testing requirements.

OPERATING REQUIREMENTS

The City has as its primary goal the provision of superior solid waste management services to Minneapolis residents. All operations will be undertaken with this goal in mind. Courtesy and consideration will be extended to all residents at all times.

1. The following general requirements must be met for all operations performed by CONTRACTOR, it's subcontractors, agents and collection crews:
 - a. All carts and recycling containers shall be returned to the place found with lids in the closed position. Failure to do so - CONTRACTOR will pay liquidated damages of \$50.00 per occurrence.
 - b. Damage to property shall be avoided. Any damage to property shall be the responsibly of CONTRACTOR to correct.
 - c. Private garages shall not be entered in the performance of collection duties, unless authorized by City and by owner.
 - d. Gates on trucks shall be closed before leaving delivery sites and vehicles will be checked to ensure that no materials could be dropped after leaving the facility.
 - e. Each collection vehicle shall prominently display the City Customer Service phone number of the City Solid Waste and Recycling division. No other phone number shall be displayed on the vehicle during the performance of services under this contract. Each collection vehicle shall be equipped with at least one broom and shovel which all be used in cleaning up materials spilled during collection or hauling.
 - f. The City shall have the right at any time and from time to time to place containers or combinations of containers at dwelling units, and to require use of said containers by residents and CONTRACTOR.
 - g. Contractors shall be aware of, and report to the City on City-provided forms, all incidents of graffiti that they note during their collection duties. These include graffiti on carts or bins, on garages, on buildings in the alleys that are part of daily collection routes, and graffiti that is

visible from the roads that they traverse on "carry" or boulevard routes. Every effort shall be made to accurately report the address, or when necessary, the cross-streets of the graffiti.

h. The City is committed to an ongoing education program to inform residents of the requirements for solid wastes, recyclables, problem materials and yard wastes collections. The City will consult with CONTRACTOR in the preparation of education and enforcement materials. The City shall from time to time produce, and furnish to CONTRACTOR, pieces of information to be distributed to residents during performance of the various routes. This information shall be placed, as directed by the City, during the time periods indicated by the City.

i. The City shall provide to CONTRACTOR 2-part citizen education and reminder "Tags" for services included in Appendix A. These tags shall be filled out, as appropriate, by drivers and/or collectors of CONTRACTOR during the course of the routes. The citizen education and reminder portion of the "Tag" shall be left, as appropriate, for the citizens; the bottom of the "Tags" shall be delivered by 7:30 am the next working day to the City. The City will use the tags in a continuous effort to educate citizens and minimize route difficulties due to citizen mis-information or error. "Tags" are included in Appendix E. Failure to do so - CONTRACTOR will pay liquidated damages of \$50.00 per occurrence.

j. The City shall provide current Policies and Procedures for the collection of garbage, recyclables, problem materials and yard wastes to CONTRACTOR. These procedures shall provide the standards for service provision by CONTRACTOR, and ensure that service by the City and by CONTRACTOR is congruent.

2. The following requirements must be met for collection of MSW.

a. Every effort shall be made to service each and every cart on each daily route, given that the cart is within 15' from the solid waste collection point and as detailed in the Policies and Procedures.

b. Carts shall be replaced where they were found. Carts will not be replaced to restrict access to a driveway or to block a vehicle in the driveway unless the cart was found in that position by the collector.

c. Any material spilled in the servicing of the cart will be cleaned up before leaving the site.

d. All bagged, bundled or boxed trash or discarded material adjacent to the cart will be removed at the time the cart is serviced. Notations will be made on the "Tag" that an extra cart may be needed (XCN); these will be tracked by the City and additional carts placed as the City deems appropriate.

e. Large items which are less than 50% metal, such as tables, chairs, or other burnable materials, that are placed next to the cart for disposal, will be removed at the time the cart is serviced.

f. Reasonable care will be taken to avoid cart damage while servicing carts.

3. The following requirements must be met for biweekly collection of Recyclables:

- a. Every effort will be made to service each and every recycling setout on each route, given that the setout is within 15' from the solid waste collection point and as defined in the Policies and Procedures.
- b. Recycling containers shall be replaced where they were found. Containers shall not be replaced to block a driveway unless the container was found in that position by the collector.
- c. Any loose material, spilled or broken in the servicing of the container shall be cleaned up before leaving the site.
- d. Recyclables will be segregated into types, as required by the City, on the collection route. Commingling of recyclables and contamination of recyclables with dirt, undesirable materials, etc., is prohibited, unless specifically directed by the City.
- e. A reasonable amount of unsorted material in a recycling container will be segregated by the collector on the route. Notations will be made on the "Tag" that recyclables must be in separate bags; these will be tracked by the City and education follow ups will be conducted as appropriate. Failure to do so - CONTRACTOR will pay liquidated damages of \$50.00 per City-verified incident.
- f. Small amounts of Non-recyclables in the container will be left in the recycling container. Appropriate notations will be made on the "Tag"; these will be tracked by the City and education follow ups will be conducted as appropriate. Large amounts of garbage or non-recyclables in the recycling container will be placed in the "MRC", and the appropriate notations will be made on the "Tag." These will be tracked by the City; appropriate education follow ups will be made, up to removing the recycling container for repeated offenses.
- g. Recyclables to be separated include:
 - . Clear glass
 - . Amber or brown glass
 - . Green glass
 - . Aluminum, steel or bimetal food or beverage cans and aluminum foil
 - . Newsprint
 - . Corrugated Cardboard
 - . Junk mail & boxboard
 - . Household batteries
 - . Plastic bottles
 - . Household batteriesOther materials may be added by the City, with appropriate notification to CONTRACTOR.
- h. Recycling collections will start no earlier than 7:00 am

4. The following requirements must be met for the collection of Problem Materials:

- a. Every effort will be made to remove all problem materials at a stop in accordance with the Policies and Procedures, given that the materials are within 15' of the Solid Waste Collection Point (SWCP). Problems with the Problem Materials set out shall be noted on the "Tag;"

these shall be tracked by the City and appropriate education follow ups will be made. Failure to do so - CONTRACTOR will pay liquidated damages of \$50.00 per complaint.

b. Problem materials must be obviously intended for solid waste pickup. The preferred method of designation is a sign stating "Sanitation Please Take," "For Garbage," or similar statements.

c. Problem materials will be set out by residents on their "Recycling" day. City or CONTRACTOR crews will sticker the items with an orange label, and indicate the expected day of pickup.

5. The following requirements must be met for the weekly collection of Yard Wastes during Yard Wastes season:

a. Every effort will be made to remove all yard wastes at a stop in accordance with the Policies and Procedures, given that the materials are within 15' from the Solid Waste Collection Point. Problems with the yard waste set out shall be noted on the "Tag;" these shall be tracked by the City and appropriate education follow ups will be made. Failure to do so - CONTRACTOR will pay liquidated damages of \$50.00 per complaint.

b. Any material spilled in the servicing of the yard waste setout shall be cleaned up before leaving the site.

c. Garbage will not be commingled with yard wastes by the collectors.

d. The City may, at its discretion, begin the commingled collection of yard wastes and Source Separated Organic Materials (SSO). This commingled collection, if initiated, shall be a year-round activity. If SSO collection is initiated, European-style carts, distinct from the garbage carts, will be provided by the City to SSO customers. If SSO collection is instituted, the following requirements for collection will be in force:

1. Every effort shall be made to service each and every cart on each daily route, given that the cart is within 15' from the solid waste collection point and as detailed in the Policies and Procedures.
2. Carts shall be replaced where they were found. Carts will not be replaced to restrict access to a driveway or to block a vehicle in the driveway unless the cart was found in that position by the collector.
3. Any material spilled in the servicing of the cart will be cleaned up before leaving the site.

Appendix Two is currently not available in this word document, due to coloring.

If you would like a copy mailed, please submit your request by fax: 612-673-2250, with complete mailing information.