



SHAKOPEE

Request for Proposals

Comprehensive Solid Waste and Recycling Services

February 3, 2021

1 Introduction

The City of Shakopee, MN (city) is soliciting proposals from qualified proposers/contractors to provide services for the collection and disposal/processing of residential garbage, recycling, organics recycling and yard waste. Collectively, these services are provided to customers and referred to as the city's Residential Solid Waste Program.

The city encourages proposers to submit their best proposal possible. The requirements within this Request for Proposals (RFP) may be altered by proposers if proposals explicitly describe the change, rationale and price implications.

The new contract(s) will begin on January 1, 2022 and terminate at the will of the city, on December 31, 2026, and may include the option for extensions.

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1.1 Not a Competitive Bid Process

This is a request for proposals, not a competitive bid process. As such, the city may select one or more applicants to interview and/or negotiate with to engage in a contract.

The City Council will determine, in its sole discretion, considering various factors such as (without limitation) those set forth below, which proposer shall be awarded the Contract.

- Pricing
- Experience and capacity
- References
- Thoroughness and responsiveness to this RFP

No one single criterion will be determinative of the best proposal, and the foregoing list is not exhaustive. All responsive proposals will be reviewed and compared with competing proposals for the City Council to determine, in its sole discretion, which proposal is in the best interests of the residents of Shakopee. The City of Shakopee reserves the right to contract with a solid waste hauler who does not submit the lowest cost proposal.

1.2 Schedule

All dates and times in the following schedule are subject to change. Please monitor the city's web page for schedule updates or other instruction amendments.

- February 3, 2021 – RFP Released
- 9 am, February 23, 2021 – Conference call for proposers (email nburkett@shakopeemn.gov for conference call information by 4 pm on February 22, 2021)
- 4 pm, March 23, 2021 – Responses due
- March 24, 2021 – May 14, 2021 – city staff reviews, finalizes proposed contract(s) for City Council consideration
- May 18, 2021 – City Council considers contract(s)

1.3 Contact for RFP communications

Except for the conference call for proposers, all communications about this RFP after its release and up through the due date shall be in writing, via email, through the city's designated contact person:

Nate Burkett
Assistant City Administrator
nburkett@shakopeemn.gov

If the city deems it necessary to respond to written questions, the question(s) and response(s) will be posted on the city's RFP website as an addendum to the RFP.

1.4 Instructions for Submission

The deadline for submitting proposals is 4 pm on March 23, 2021. Late proposals will not be accepted.

Proposals must be emailed to nburkett@shakopeemn.gov. PDF format is required. Hard copies are not required.

1.5 Proposals with Confidential Information

Immediately after the deadline for proposals to be submitted, only the company names of proposers submitting proposals will be made public consistent with the Minnesota Government Data Practices Act (M.S. 13.591, subd. 3(b)). All proposal documents shall be held as confidential until a new, final contract is fully executed.

If a proposer wants the city to consider a portion of its proposal as confidential (e.g., trade secret or proprietary data) pursuant to the Minnesota Government Data Practices Act, these sections of their proposal must be submitted as a separate file with the word “Confidential” in the filename. A cover letter must be included explaining the reason for the request.

The city will review any such request and make a final judgment on whether these sections shall be held by the city as confidential per the Minnesota Government Data Practices Act. Requesting all or substantially all the proposal be deemed confidential may result in the proposal being considered non-responsive by the city.

1.6 Minimum Qualifications of Responsive proposers

Proposals will only be considered and reviewed from companies that are engaged in the providing solid waste and recycling services comparable to those described in this RFP packet. A minimum of three (3) references of current or past customers is required. Proposers shall possess all required licenses from the federal government, State of Minnesota, Scott County and the City of Shakopee at the time of proposal or be able to obtain the aforementioned licenses upon being awarded the contract.

1.7 Proposers May Inspect City Routes and Facilities

Prospective proposers are encouraged to tour the city’s residential routes and the specified city buildings and city parks to become familiar with the solid waste and recycling collection work described in this RFP packet. No formal tour is scheduled to be offered. Proposers must inspect routes and facilities from publicly accessible areas.

1.8 Amendments to the Scope of Services

The city may, at its own discretion, add services to or delete services from the scope of work described in this RFP packet. The city will notify prospective proposers of any such amendments by issuing an addendum to this RFP or through negotiations with the selected proposer(s).

1.9 The City is Providing Best Available Information in this RFP

Throughout this RFP, the city has exerted their best efforts to present information and data applicable to this project that are as current and as accurate as possible. The city is providing the information contained herein as a courtesy to the proposers. It is the proposer’s responsibility to use and verify this information during the proposal period.

2 Background Information

2.1 Service Summary

The City of Shakopee is seeking bids from qualified companies to provide a comprehensive set of residential solid waste and recycling services.

The list of contract services include, but are not limited to:

- City-wide, weekly refuse collection service and delivery to disposal facility

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- City-wide, every other week recyclables collection service and delivery to materials recovery facility
- Subscription based, weekly seasonal (April – November) yard waste collection service and delivery to composting facility
- On-call based, seasonal (April – November) yard waste collection service and delivery to composting facility
- On-call based, bulk item collection service and delivery to disposal facility
- Refuse and recyclables services from designated city buildings, park facilities and special events at no charge to the city
- Bulk item collection and disposal service from city clean-up day
- Public education services from the contractor

Additional services that may be desirable as additions to the next contract include, but are not limited to:

- Subscription based organics collection service and delivery to composting facility
- Subscription based every week recycling collection

Some refuse, recycling and yard waste containers are owned by the city, some are owned by the current contractor (see Section 3.7 for more information).

The “city-wide” services (i.e., refuse and recyclables) mean that regularly scheduled collections are provided to every residence that sets out refuse or recyclable materials as specified in this request for proposals (RFP). All city residents covered by the Contract are required to pay for these services.

The “subscription” services (i.e., yard waste, and bulk items) mean that these collections shall be made available to every city property, but provided to only those households that sign-up with the contractor and voluntarily pay the extra fees specified in the Contract for these additional services.

The contractor shall be responsible for billing Shakopee residents directly.

2.2 Background information

The City of Shakopee contracts with a single contractor to provide comprehensive residential solid waste and recyclables services for all eligible city residents. City code requires all residential properties within the city limits and that are on the city sewer system to use city contracted refuse service. Residents are billed by the contractor.

2.2.1 Background Census and Housing information

The city has a population of approximately 42,000 and is expected to grow to nearly 50,000 in the next 5-10 years. This contract will serve approximately 12,000 households, with approximately 200 new households expected to be added each year for the next five years.

2.2.2 Current Estimated Volumes

- Refuse – 880 tons per month (2019 average)
- Recycling - >95% participation rate, 253 tons per month (2020 average), 20% contamination rate
- Yard waste – 267 tons per month (2019 average for months of collection), 2617 yard waste carts in service (2020 Q4)
- Clean up day – 47.5 tons (Fall 2020)

- Bulk pickups – 43 per month (2020 average)

3 Scope of Services

3.1 Refuse Collection and Processing

Refuse collection operations under the new contract should be very similar to the current system.

Refuse collection and disposal system requirements include (but are not limited to):

- Weekly collection from 35-gallon, 65-gallon, or 95-gallon wheeled refuse carts.
- Alternative pricing for every-other week collection from townhomes and senior citizens.
- Alternative pricing for additional wheeled refuse carts.
- Residents may set out extra “overflow” bags of refuse at an additional cost.
- Proposers must clarify the criteria for “overage” charges (i.e. if the cover of the bin will not fully close).
- Pursuant to Minnesota State Statute 115A.93, Subd. 3, refuse disposal costs shall increase with the volume or weight of the waste collected.
- Pursuant to Minnesota State Statute 115A.9302, the contractor shall provide a waste disclosure notice to all customers on an annual basis.
- The contractor shall not deliver the city’s residential refuse to a landfill, or transfer station that redirects the city’s refuse to a landfill, without prior written permission of the city. This RFP requires proposers to document their planned arrangements for such refuse processing, either through a transfer station or direct to a mixed MSW resource recovery facility. Proposals must include written certification that adequate processing capacity has been secured.
- This RFP requires that residential refuse collected from Shakopee under this contract will be kept separate from other materials. Shakopee loads of residential refuse shall be weighed on designated truck scales and weights reported to the city. The contractor shall retain truck scale weight tickets for city inspection upon request.
- Proposer agrees to provide resources and education for the preparation and setting out of refuse and overflow bags.
- Proposers must identify their proposed disposal facility or transfer station.

3.2 Recyclables Collection and Processing

Recyclables collection operations under the contract should be very similar to the current system.

Recyclables collection and processing system requirements include (but are not limited to):

- Every other week recyclables collection from 35-gallon, 65-gallon, or 95-gallon wheeled recycling carts.
- Alternative pricing for subscription based weekly recycling collection.
- Customers may obtain a second 35-gallon, 65-gallon, or 95-gallon wheeled recycling cart at no additional collection cost.
- Proposers must identify their proposed recyclables processing facility or transfer station.
- This RFP requires that residential recyclables collected from Shakopee under this Contract will be kept separate from other materials. Shakopee loads of residential recyclables shall be weighed on designated truck scales and weights reported to the city. The contractor shall retain truck scale weight tickets for city inspection upon request.

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- Proposer agrees to provide resources and education for the preparation and setting out of recyclables.

3.3 Yard Waste Collection and Composting

Yard waste collection operations under the contract should be very similar to the current system. Yard waste collection and processing system requirements include (but are not limited to):

- Subscription, weekly yard waste collection and delivery for composting on a seasonal basis from approximately April through November each year.
- Eligible residents may subscribe for regular yard waste collection service and receive a 65-gallon yard waste cart.
- On-call, by the bag, yard waste collection and delivery for composting on a seasonal basis from approximately April through November each year.
- Proposers must provide proposed prices for yard waste cart service which includes allowances for compostable overflow bags.
- Proposers must identify their proposed composting facility or yard waste transfer station to be utilized.
- This RFP requires that yard waste collected from Shakopee under this contract will be kept separate from other materials. Weight/yardage totals from Shakopee yard waste loads shall be reported to the city. The contractor shall retain weight/yardage tickets for city inspection upon request.
- Proposer agrees to provide notification to customers of yard waste collection season, resources and education for the preparation and setting out of yard waste.

3.4 Christmas Tree Collection and Composting

Christmas Tree collection and composting system requirements include (but are not limited to):

- Annual Christmas Tree curbside collection for all residents within the service area.
- Proposers must identify their proposed composting facility or yard waste transfer station to be utilized.
- Proposer agrees to provide notification to customers of Christmas tree collection time frames, resources and education for the preparation and setting out of Christmas trees.

3.5 Organics Collection and Composting

The city does not currently have organics collection. As a part of this RFP we are requesting proposers to recommend methodology for implementation of a subscription-based organics collection and composting option.

Proposers should describe any experience they have with residential organic waste collection programs. Proposers should briefly summarize how they will approach the process of developing of an organic waste collection plan for the City of Shakopee. Finalization of organic waste collection operations and service fees will be a separate negotiation between the city and the contractor but is expected to begin in 2022.

The city reserves the right to discontinue planning for organic waste collection at any time. The city currently envisions this to be a new carted, subscription service similar to yard waste collection, but provided twelve (12) months per year, not seasonally. Starting the organic waste collection service on a

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subscription basis will provide a voluntary means to evaluate resident interest and compliance with program instructions before consideration of city-wide service. Separate organic waste collection will be partially dependent on the proposals received in response to this RFP and the innovations proposed by the selected contractor.

3.6 Cart Ownership and Management

During the selection of the last contract, the city decided to purchase refuse and recycling carts for use in Shakopee. Since that time, the city has determined that it is no longer in the interest of the city to own refuse and recycling carts. Yard waste carts are owned by the contractor.

In 2018 the supply of city owned carts had been exhausted and warranty replacements were no longer available. As a part of the contract negotiation with the current contractor the city allowed the contractor to replace and provide contractor owned carts. As a result, there are some customers with city-owned carts, some customers with contractor owned carts, and some customers who have one or more of each.

At this time we estimate there are 23,800 refuse and recycling carts in use in Shakopee. We estimate that approximately 10-11% are contractor owned, and the remainder (approximately 2,500).

At the time of the issuance of this RFP, we are unsure that an accurate accounting of the location of city-owned vs contractor owned carts is possible. The city recognizes that this creates a complicated situation and is willing to serve as a partner to assist with inventory and a smooth transition.

The city currently charges a \$0.55/month cart fee, and agreed upon portion of which is retained by the contractor to pay for the contractor-owned carts in use.

This RFP requires that:

- Proposers recommend a methodology and approach to replace the current contractor-owned carts.
- Proposers recommend an approach to phase out city-cart ownership which may include but is not limited to:
 - Purchasing the existing city-owned carts
 - A similar approach to the current arrangement where replacement and new carts are contractor-owned carts
- The contractor shall be responsible and pay for all aspects of cart management and operations including (but not limited to): transportation from the manufacturer, ordering, receiving, assembly, distribution (aka new cart “roll out”), excess cart inventory, spare parts inventory, warranty maintenance and other repairs.

3.7 Cart Exchange / Delivery Fee

Customers may request service or replacement for damaged carts at no charge, provided damage is not due to excessive wear and tear. The contractor may charge a customer a reasonable replacement or repair fee if the customer misuses or abuses a cart or fraudulently reports a stolen cart. The city shall be notified in writing of any such incident including sufficient details.

3.8 Fuel Surcharge / Environmental Fee

No fuel surcharge or environmental fee shall be applied to services offered through this RFP. All costs shall be incorporated into the monthly rates.

3.9 Extended Leave / Suspended Collections (aka “Snow Bird” Policy)

A resident that is absent from his/her residence for a period of thirty (30) consecutive days or more may qualify to temporarily stop city contracted refuse and recycling services, including payment obligations. It is the resident’s responsibility to contact the contractor to request the temporary stop and provide stop and restart dates at the time of the request.

3.10 Other Residents May “Opt In” to City Contracted Service

Other residents consisting of more than 4 dwelling units may elect to “opt in” to the city-contracted services on a voluntary basis. Definitions and other specifications for collection services for residents that “opt in” will be treated the same as other properties within the service area.

3.11 Walk-Up (Valet) Service

For an additional charge, residents may subscribe to a walk-up (valet) service. For these stops, the contractor walks the cart(s) down to the curb, empties the cart(s) and walks it back to its original location.

3.12 No-Out Fee

The contractor may charge a “no-out fee” for returning to service a customer’s containers that were not placed at the curb at the time of service.

3.13 Bulk Items and Other Special Collections

The contractor shall provide bulk item collection, processing and marketing or disposal services on an “on-call” basis. This may include other “on-call” special collections of other problem materials. Proposers should provide a specific list of resident instructions (including notifying the contractor) for preparing bulky items and other problem materials requiring special collections.

3.14 Refuse and Recyclables Collection from City Buildings and Park Facilities

Collection operations from city buildings and city park facilities under the Contract shall be at no charge. A detailed listing of specified city buildings and city park facilities, is included in Attachment A. The city reserves the right to add other similar future facilities after consultation with the contractor.

High quality service to these city facilities is expected, including collections and customer service communications. No “overage” charges or “contaminated load” charges may be added to these facilities. In the event there is a recurring issue with overages or contaminated loads, the contractor must inform the city so the issue may be resolved.

The contractor shall provide, at no cost to the city, up to three, ten yard dumpsters for residents to dispose of and recycle cardboard at 500 Gorman Street. Typically one dumpster is sufficient but during high volume times (Christmas), more than one dumpster may be necessary.

3.15 Collections from Special Events

The city sponsors and participates in special events throughout the year. The contractor shall provide refuse and recyclable containers and collections at these special events. The city will work with the contractor to plan and schedule these special events.

3.16 Collections from Clean-Up Day

The City of Shakopee sponsors a spring and fall clean-up day each year, the event typically falls on a Saturday morning in April and October. The clean-up day event is a centralized event where residents bring bulk items and recyclable materials to the city's Public Works Building. The city works with multiple vendors to accept various items including electronics, appliances, and bulk items. The contractor will be primarily responsible for collection and disposal of bulky, non-recyclable items not collected and disposed of by other vendors.

The contractor must provide sufficient labor and equipment to accept, remove and dispose of all collections during the specified time on clean-up day.

The city will work with the contractor each year to plan and schedule this clean-up day event. Finalization of a clean-up day collection operations and service fees will be a separate negotiation between the city and the contractor.

3.17 Public Education

The city intends to enhance public education efforts as a part of this Contract for solid waste and recycling services. This RFP specifies minimum public education requirements for the contractor.

proposers must summarize their public education and resident communications plans.

3.17.1 Annual Calendar

The contractor shall produce and direct mail an annual calendar specific to the City of Shakopee refuse and recycling program to all residents. Multiple versions shall be produced customized by collection day/route. The calendar shall specify the days of collection for refuse and recyclables for that route. The calendar shall also clearly itemize all acceptable and prohibited items in a manner that is consistent with this RFP and the Contract terms. This annual calendar shall be sent to all Shakopee residents / customers under this Contract by December 20 of each year.

3.17.2 Shakopee-Specific Webpage

The contractor shall provide a Shakopee specific webpage which includes, at a minimum; route maps and pick up days, contact information, educational materials, news and updates.

3.17.3 Shakopee-Specific Social Media

The contractor shall provide a social media account for updates with important information on delays, weather events, etc... the social media account(s) shall be updated as necessary to keep Shakopee residents advised of issues that may arise.

3.17.4 Leave-Behind Education Tags

If a customer sets out a prohibited item, improperly places their refuse or recycling carts, or has an improperly or overloaded cart, the collection crew may leave behind a notice explaining the problem and how to resolve it and get further information. Proposers may propose this, or a substantially equivalent tool for educating residents when there are problems of this type.

3.18 City/Contractor Communications

The contractor shall maintain throughout the duration of the Contract a designated single contact person who is located in the Twin Cities area and who has sufficient authority to resolve contract related

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issues when officially notified by city staff. The contractor must also maintain a local operations supervisor to contact in the event of day-to-day concerns.

3.19 Customer Service

The city expects exceptional customer service to be delivered to customers. This RFP specifies minimum customer requirements for the contractor.

The contractor will be expected to communicate directly with Shakopee customers, both individually and from a mass communications perspective. While the city will send out information briefs if requested, the city's communications channels should not be viewed as the primary means for customers to receive information from the contractor. The city should only be involved in customer service issues with rare exception.

3.19.1 Telephone

The contractor must provide a toll free or local phone number for customers to contact the contractor. The city prefers that this be a local number, and that the telephone number reaches an operations center in the near proximity to Shakopee.

In general, this telephone number should be answered within one minute during normal business hours, Monday – Friday (excepting holidays). A voice mail or message line should be available, and calls should generally be returned on the next business day.

3.19.2 Email

The contractor must provide a Shakopee specific email address for customers to reach the contractor. Emails should generally be returned no later than the next business day.

3.19.3 Social Media

The contractor is encouraged to respond to social media inquiries from customers on the Shakopee specific page.

3.20 Annual Report

The contractor shall submit an annual progress report to the city by February 1 of each year for the prior calendar year. This annual report shall include:

Program results (year to date): Performance statistics including:

- Number of refuse accounts by service level
- Number of refuse overflow bags
- Number of accounts with multiple refuse carts
- Refuse tonnage from residents
- Number of recycling accounts by service level
- Number of accounts with multiple recycling carts
- Recycling tonnage from residents
- Recyclables composition estimates based on actual sorts from Shakopee recyclables
- Recycling set-outs and participation rates
- Number of yard waste cart subscriptions
- Number of yard waste "on-call" or overflow bags set-outs
- Number of organic materials recycling subscriptions

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- Number of bulky item “on-call” collections
- Number of accounts with walk-up “valet” service
- Refuse tonnages from city buildings, parks facilities, and events
- Recyclables tonnages from city buildings, parks facilities, and events
- Organics tonnages from city buildings, parks facilities, and events
- Any recycling rewards or other recognitions

Summary of customer service complaints (e.g., counts of customer calls by type of complaint, summary of how these were resolved, etc.)

Any other notable issues or happenings over the past year (e.g., changes in service standards)

Recommended public education plan for the next year.

4 Payment Terms

4.1 Fee increases

The contractor shall be responsible for billing Shakopee residents directly and offer residents the ability to pay and receive bills electronically. The final contract shall govern the terms and conditions of unit pricing, billing procedures, and other customer service administration based on the successful proposal.

Any and all rate or fee increases must first be proposed by contractor and then must be approved by City Council before they can become effective. Any attempt by the contractor to increase any rate or fee, without City Council approval, shall be null and void, and may subject the contractor to the default remedies of the contract. Also, any proposed request for retroactive city approval of any rate or fee increase already imposed on residents may be denied by the city.

Fee increases must be proposed at least 4 weeks prior to the first billing cycle they are proposed to begin to allow time for City Council approval. If bills are on a quarterly basis, fee increases must be effective on the next quarterly bill or be implemented on the next quarterly bill.

4.2 Fee Decreases

Fee decreases may be implemented by contractor without city approval, but must be reported to the City Administrator at least two (2) weeks prior to the decrease

4.3 Delinquent Accounts

Delinquent accounts shall be defined as those residents who have not paid and are four months past due. The contractor will be responsible for collecting all charges from each unit and may not hold the city responsible for any uncollectible charges. The contractor shall make good-faith efforts to collect all amounts due, including but not limited to past due notification mailings, phone calls and use of a collection agency. All such efforts shall be documented and paid for by the contractor. The city will certify to Scott County, on an annual basis, all delinquent accounts. These amounts will be payable with the owner’s property taxes. The city and the approved vendor will designate a collection/certification process in the final contract document.

4.4 Late Fees

The contractor may impose late fees to accounts that are 30 days past due. A maximum late fee totaling 10% of the balance due may be applied to the account.

4.5 Proposed Price Elements

All proposers shall submit a complete price worksheet. If the proposer is awarded the contract, this price worksheet will be the basis for final terms of the city-approved rate schedule.

All proposed fees shall be exclusive of all other charges and taxes (e.g., State Solid Waste Management Tax)

No fuel surcharge or environmental fees shall be applied to services offered through this RFP.

5 Additional Contract Requirements

5.1 Hiring of Drivers and Staff

If the selected contractor is not the current service provider. The selected contractor will agree to hire all drivers and mechanics employed by the former service provider if those employees are laid-off as a result of the change in providers. Each employee must meet the employment qualifications of the selected contractor.

5.2 Spring Road Weight Restrictions

While the city has spring road weight restrictions in force, there are certain customers who normally have their refuse and recycling collected in the alleyway that must be collected curbside.

This RFP requests proposers to propose a method of communication for customers to ensure they are aware of spring road weight restrictions and the changes to their service.

5.3 Accident Prevention

The contractor shall comply with the safety provisions of all applicable laws, regulations and building codes, including, without limitation, the installation and maintenance of safeguards on machinery and equipment.

The contractor shall immediately notify the city of any release of vehicle fluids (e.g. fuel, coolant, hydraulic fluid, brake fluid, etc.) or load contents onto city streets or otherwise in to the environment. The contractor shall be responsible for remediation of any and all release of fluid or spills of load contents to the city's satisfaction and standards.

5.4 Damage to Property

The contractor shall take necessary precautions to protect public and private property during the performance of this contract. The contractor shall repair or replace any private or public property damaged by the contractor.

Such property damage shall be addressed within 48 hours. If the contractor fails to make repairs or arrangements to make repairs, the city may, but shall not be obligated to, repair or replace such damaged property and the contractor shall fully reimburse the city for any reasonably incurred expenses within 10 days.

5.5 Vehicles

The contractor's vehicles to be used in the city must be clearly marked with the contractor's business name, phone number and vehicle identification number and kept in good repair.

5.6 Escrow Account and Liquidated Damages

The city will require an escrow account similar to the existing contract (contract section 1.20) and will enforce liquidated damages provisions similar to the existing contract (contract section 1.19).

5.7 Recyclables Revenue Sharing

The city will require a recyclables revenue sharing agreement to be negotiated with the contractor.

5.8 Service Days and Routing

Service days and routing decisions will be made in collaboration with the city. Initial routes and service days as well as proposed route and service day changes during the contract period must be approved by the city.

6 Insurance and Other Legal Requirements

6.1 Performance Bond

The city will require a performance bond to be kept in surety for an amount no less than \$750,000. The bond shall be kept in full force and effect at all times during the contract duration.

6.2 Insurance

The city will require the contractor to provide workers compensation insurance for all its employees and subcontractors at minimum limits in accordance with applicable laws.

The city will require the contractor to acquire commercial general liability insurance of no less than \$2,000,000. The City of Shakopee shall be named as an additional insured. The proposer shall file a current certificate of insurance with the city during the full term of the contract. Such policies shall provide for a thirty (30) day notice by the insurance company to the city of any changes, cancellations or lapses of such policies.

The city will require the contractor to acquire commercial automobile liability insurance in accordance with applicable laws.

Prior to execution of any contract, the contractor shall provide sufficient evidence that all required insurances will be available and purchased.

6.3 Anti-Discrimination

The Contract to be awarded will require the contractor to agree:

- That, in the hiring, pay or promotion of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall discriminate against any persons protected by Minnesota Statutes Section 363A.08 subd. 2 who are legally eligible to work in the United States and who are qualified and available to perform the work to which the employment relates;
- That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment or performance of work of any person or persons identified in clause one (1) of this section.
- That a violation of this section is a misdemeanor.
- That this Contract may be canceled or terminated by the city, and all money due, or to become due, under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

6.4 Certification of Non-Barred Proposing

The proposer certifies that it is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting "proposal" rigging or "proposal" rotating.

6.5 Data Practices Act

The Contract to be awarded will be subject to the Minnesota Government Data Practices Act and will include the following provision:

Pursuant to Minnesota Statutes § 13.05, Subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes § 13.08 apply to the contractor. The contractor does not have a duty to provide access to public data to the public if the public data are available from the city, except as required by the terms of this contract.

6.6 Record Keeping / Audits

The Contract to be awarded will be subject to record keeping and audit requirements and will include the following provision:

Pursuant to Minnesota Statutes § 16C.05, Subd. 5, contractor agrees that the books, records, documents, and accounting procedures and practices of the contractor, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six (6) years. contractor shall maintain such records for a minimum of six (6) years after final payment.

6.7 Compliance with State and Federal Employment Laws and Regulations

proposer/contractor agrees to make best efforts to comply with applicable State of Minnesota and federal employment laws including but not limited to FLSA, Minnesota Statutes Chapters 177 and 181, OSHA , immigration and Equal Pay laws.

6.8 General Indemnification

The city will require standard general contractor indemnification and hold harmless language in the contract.

6.9 CERCLA Indemnification

The city will require that to the maximum extent permitted by law the contractor will indemnify, defend and hold the city harmless with regard to CERCLA.

6.10 Legal Interpretation and Venue

The Contract to be awarded, shall be interpreted according to State of Minnesota law. Any action between the city and the contractor shall be located in Scott County, Minnesota.

7 Proposal Content

Proposals must be submitted according to the following:

- Qualifications and Narrative – May be provided on company letterhead or in a format deemed appropriate by the proposer. All questions in Section 7.1 (including subsections must be

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answered) the city prefers headings coinciding with the Section/Subsection headers in Section 7.1 of this RFP.

- RFP Acknowledgement and Response – This section of response must be completed by filling in the Word document attached to this RFP. It may be printed and signed or electronically signed. It must be delivered in PDF format.
- Pricing Proposal – The pricing proposal must be completed by completing the attached Excel spreadsheet. Additional information may be attached to the pricing proposal. It may be printed and signed or electronically signed. It must be delivered in PDF format.
- Required attachments
- Additional Addendum as deemed necessary by the proposer.

7.1 Qualifications and Narrative

All proposers must submit a Qualifications Section within their proposals. The Qualifications Section must include information in the following three areas:

7.1.1 General Management

Proposers will be evaluated on the basis of their demonstrated overall management and experience, as reflected in the successful implementation of previous and/or current materials collection projects. Each proposer shall demonstrate the ability to perform all required tasks successfully and must demonstrate the requisite management skills and experience in integrating the performance of such tasks. Information submitted by each proposer shall define both technical and managerial capabilities in terms of past performance.

A clear statement of the management structure of the proposer's company must be supplied. Other management evaluation criteria will include, but will not be limited to the following factors:

- Demonstrated successful working relationships with municipalities and/or public solid waste agencies;
- Number of similar collection projects within the greater Twin Cities metropolitan area; and
- Past and anticipated approach to customer service.

7.1.2 Financial Stability

The proposer must demonstrate sufficient financial resources to carry out its responsibilities as outlined in this RFP and to back-up its contractual obligations. Proposers will be evaluated on the basis of their credit references, demonstrated ability to finance the required equipment, and ability to provide a performance bond.

A specific letter from a surety company or a guarantor indicating the intent to provide the proposer's performance bond may be provided in the proposal. Proposers may submit up to (3) credit references.

Proposers must submit evidence of the ability to finance the equipment needed by submitting a financing plan for necessary equipment. Where the proposer is a corporation, submit evidence that the proposer is in good standing under the laws of the state of incorporation.

The proposer must submit the litigation history (with explanation) for the last five (5) years regarding any company, partner, subcontractor(s), or subsidiary involved in this venture, and/of any corporate officer.

7.1.3 Refuse and Recyclables Collection Experience

Proposers will be evaluated on the basis of their demonstrated experience in the collection of refuse, recyclables, yard waste, organic materials, bulky waste and other special collection of other waste materials. Proposers are encouraged to submit references for existing residential collection services, especially under contract to municipalities, to demonstrate their experience and success. The city may give particular attention to the performance data provided for these reference projects.

The proposer must demonstrate the following:

- Overall experience in the solid waste industry; and
- Experience in the successful operation of the type of residential refuse, recyclables, yard waste, organic materials, bulky waste and other special collection services solicited in this RFP.