

Pipestone County, Minnesota

Request for Proposals (RFP)
For
Comprehensive Recycling Services

Scheduled Release Date:
December 11, 2017

Proposal Due Date:
January 30, 2018
3:00 p.m. CST

Pipestone County Auditor
416 S. Hiawatha
Pipestone, MN 56164
507-825-1140

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1. Introduction

The following sections describes Pipestone County's intent, background, general information, and decision process about this request for proposal (RFP).

1.1 Statement of Intent and County Goals

This RFP defines the service standards, specifications and proposal requirements of the comprehensive recycling program for Pipestone County, Minnesota. The County seeks to enter into a new recycling contract with a company that has the resources and ability to provide residential Recyclable Materials collection services for the entire County.

It is the intent of the County to accept and evaluate proposals for comprehensive recycling services including collection, processing, marketing and public education. The goals of the County is to:

1. Maximize the fullest recovery possible of Recyclable Materials from all residents in the County and to achieve the most cost-effective solution; and
2. Improve education of all residents (rural and municipal households) about recycling services so as to improve participation and recovery rates.

The County encourages proposing vendors to submit their best proposal possible. Vendors must propose a scenario with curbside collection, rural drop-off shed collection on an as needed basis, and the option for Business collection.

1.2 Background

The County has had a long standing curbside and rural shed recycling program. The current recycling contract requires households to be serviced every other week. The current contract with the existing service provider expires on December 31, 2018.

The County currently has a sort recycling program for the collection of the following Recyclable Materials: newspapers; magazines and catalogs; mixed mail; office paper; phone books; corrugated cardboard; pizza boxes, boxboard, including frozen food boxes, and pop and beer cartons; steel and aluminum containers; glass colored and clear and all plastics labeled #1 - #5.

The County currently supplies recycling containers to all curbside residents located within the cities of Pipestone, Jasper, Edgerton, and Ruthton. The remainder of the County disposes of their materials in one of the 9 rural shed or roll-off locations.

In 2016, 500 tons of Recyclable Materials were collected. The 2016 census estimated the county population to be 9596, with an estimated 3,395 municipal households. The County has approximately 2,816 municipal households that receive curbside recycling collection service under the current contract.

Recyclable materials are collected every other Week, while sheds/roll-offs are serviced on an as needed basis.

2. Definitions

2.1 Container Checks

Contractor inspection of recycling container contents from 100 households annually.

2.2 County Designated Contact Person

The County has designated Kyle Krier, Environmental Administrator, as the primary point of contact for prospective vendors and eventually the Contractor.

2.3 Collection

The aggregation and transportation of Recyclable Materials from the place at which they are generated and includes all activities up to the time when delivered to a recycling facility.

2.4 Commercial Recycling

The County is considering the option of providing County businesses a recycling container based on their solid waste assessment units. Collection services would only be provided to those business located within a County municipality. Recycle material collected would be limited to the container size. Any recyclable materials in excess of what fits in the provided container would be the responsibility of the business and/or their commercial hauler. A bid is being requested on a per stop basis as the number of containers is unknown at this time. Based on some very rough and preliminary estimates total stops may be around 300 depending on participation.

2.5 Contract

The legal agreement executed between the County and the Contractor. The Contract shall include this RFP document, the successful proposal, and any written negotiations, clarifications or modifications as specified in Section 12, "RFP and Proposal to Become Part of Final Contract."

2.6 Contractor

The County's recycling service Contractor under the new Contract beginning operation on January 1, 2019.

2.7 Household Curbside Recycling Service

The collection of recycling material at a place of residence, this includes: single and multi-family households, multi-unit apartment, condominium, and rental houses.

2.8 Market Demand

The economic and technical capacity of Markets to use Recyclable Material to make new products.

2.9 Markets

Any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to: end-markets, intermediate processors, brokers and other recycling material reclaimers.

2.10 Materials Recovery Facility (MRF)

A recycling facility in which Recyclable Materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

2.11 Non-Targeted Materials

Materials that are not included in the Counties recycling program. Examples of typical Non-Targeted Materials include (but are not limited to): Styrofoam, ceramic material in glass streams, rubber, and containers previously containing hazardous waste.

2.12 Participation Trend Study

Each year, the Contractor shall conduct a participation trend study that counts the number of residences by address that participate in curbside recycling. The sample of residences selected for the annual study shall remain the same (i.e., same addresses) and shall be no less than 100 households. The Contractor shall record Recyclables set out by address for at least four consecutive weeks. The same period of weeks shall be used each year for the study.

2.13 Process Residuals

The material that cannot be recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as mixed municipal solid waste. Process Residuals may include, but are not limited to bulky items, contaminants, Non-Targeted Materials, sorted tailings, floor sweepings and rejects from specific Processing equipment (e.g., materials cleaned from screens, etc.). Process Residuals does not include clean, separated products that are normally processed and prepared for shipment to Markets as commodities.

2.14 Processing

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

2.15 Recyclable Materials

Old newspapers; magazines and catalogs; mixed mail; office paper; phone books; corrugated cardboard; pizza boxes; boxboard, including frozen food boxes, aseptic cartons, and pop and beer cartons; steel and aluminum containers; glass (colored and clear); all plastics labeled #1 - #7 with the exception of plastic not able to be marketed and agreed upon by the County.

2.16 Rural Drop-off Sheds

Sheds located in the Cities of Edgerton (2 sheds), Hatfield (1), Holland (1), Ihlen (1), Jasper (1), Pipestone (currently three roll-offs, previously 2 sheds), Ruthton (1), Trosky (1), and Woodstock (1) which are used by rural residents to dispose of recyclable materials. Sheds are picked up on an as needed basis, or as directed by the County Designated Contact Person.

3. General Requirements for All Recycling Collections

The following general requirements are pertinent to all recycling collections.

3.1 Contractor Requirements

Proposers should provide documentation that they have held contracts for hauling recyclables from residential dwelling units for at least three (3) years previous to the Proposal due date. Haulers of Recyclable Materials must be in compliance with all Federal, State, and County requirements for hauling of Recyclables.

3.2 Collection Vehicle Equipment Requirements

Vehicles shall be covered so that the Recyclable Materials do not drop or blow onto any public street or private property during transport and shall be clearly signed on both sides as a recycling Collection vehicle. In addition, all Collection vehicles used in the performance of the Contract shall:

- ◆ Be duly licensed and inspected by the State of Minnesota;
- ◆ Operate within the weight allowed by Minnesota Statutes and local ordinances; and
- ◆ Be kept clean and as free from offensive odors as possible.

Each Collection vehicle shall be equipped with the following:

- a. Two-way communications device.
- b. First aid kit.
- c. An approved fire extinguisher.
- d. Warning flashers.
- e. Warning alarms to indicate movement in reverse.
- f. Sign on the rear of the vehicle which states “This Vehicle Makes Frequent Stops”.
- g. A broom and shovel and a fluids clean up kit for cleaning up spills.

All of the required equipment must be in proper working order. All vehicles must be maintained in proper working order. All vehicles must be clearly identified on both sides with the Contractor's name and telephone number prominently displayed. The lettering must be at least three inches in height.

3.3 Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this RFP. The Contractor will provide a Route Supervisor to oversee the recycling route drivers. The Route Supervisor will be available to address customer complaints each day. The Route Supervisor and all Collection vehicles must be equipped with 2-way communication devices.

Contractor's personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

- a. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b. Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
- c. Be clean and presentable in appearance, as so far as possible.
- d. Wear a uniform and employee identification badge or name tag.
- e. Drive in a safe and considerate manner.
- f. Manage Curbside Recycling Containers in a careful manner so as to avoid spillage and littering or damage to the container. Containers should not be thrown once emptied.
- g. Monitor for any spillage of materials or fluids and be responsible for cleaning up any litter, breakage or spills including fluid spills.
- h. Avoid damage to property.
- i. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

3.4 Collection Hours and Days

The County requires all such Collections to begin no sooner than 6 a.m. and shall be complete by 7p.m. on scheduled collection days. The Contractor may request authorization of exceptions to these time restrictions (e.g., pursuant to the "Severe Weather" provision described in Section 3.6). The Contractor must request such exception from the Designated Contact Person via telephone or email, prior to the requested Collection event and specify the date, time and reason for the exception.

3.5 Holidays

Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the County and Contractor. In no instance will there be more than one holiday during a Collection week. When the scheduled Wednesday Collection falls on or after a holiday, Collection for that day will be collected one day later (Thursday). The Contractor shall publish a yearly calendar including alternate Collection days, with assistance from the County.

3.6 Severe Weather

The Contractor may postpone recycling Collections due to severe weather at the sole discretion of the Contractor. If Collections are so postponed, the Contractor shall notify the County's Designated Contact Person via telephone or email. Upon postponement, Collection will be made on the next business day.

3.7 Missed Collections

The Contractor shall have a duty to pick up missed recycling Collections. The Contractor agrees to pick up all missed Collections on the same day the Contractor receives notice of a missed Collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed Collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed Collection before 4:00 p.m. on the following business day.

3.8 Customer Complaints

Contractor shall provide staffing of a telephone-equipped office to receive missed Collection complaints between the hours of 8:00 a.m. and 4:00 p.m. on weekdays, except holidays. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours.

Contractor shall keep a log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of response. This information, together with the resolution of the complaint, shall be provided to the County within seven (7) days of the receipt of the complaint.

Complaints on service will be taken and resolved by the Contractor. The County will notify the Contractor of all complaints it receives. The Contractor is responsible for corrective actions and shall answer all complaints courteously and promptly.

3.9 Publicity, Promotion and Education

The County will update its website with recycling information and instructions and periodically publish recycling-related information in the newspaper.

In an effort to increase participation and improve compliance with preparation instructions for Recyclables, the Contractor shall publish and distribute (via mail or hand deliver) public education to residents that contains the following recycling information for County/City residents:

- ◆ Annual calendar of curbside recycling schedule for Residential Dwelling Units;
- ◆ List of materials to be included for recycling and how to prepare materials;
- ◆ List of Non-Targeted Materials that cannot be recycled in the recycling program;
- ◆ How to receive additional information about the program.
- ◆ The annual flyer shall be delivered to homes no later than January 31 of each year.

The Contractor shall submit a draft of any education material for approval or modification by the County, at least one (1) month before printing and distribution of any such literature. An electronic version must be submitted to the County at the time of distribution.

Proposers are encouraged to specify other public education tools that they are willing to provide (e.g., magnets, information printed in other languages, education materials targeted for a specific neighborhood or targeting a specific material type, etc.).

As part of their proposal, proposers shall provide examples of public education materials they have developed for other municipalities.

3.10 County Shall Approve Contractor's Resident Education Tags

The Contractor shall produce "resident education tags" to be left by curbside Collection crews if any Non-Targeted Material is rejected and left at the curb. The Contractor shall submit a draft of the tags for approval by the County, at least one (1) month before printing.

3.11 Weighing of Loads

Contractor will keep accurate records consisting of an approved weight slip with the date, time, Collection route, driver's name, vehicle number, tare weight, gross weight, and net weight for each loaded vehicle that has collected Recyclable Material from Pipestone County. Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. A copy of each weight ticket shall be kept on file for at least three (3) years and made available for inspection upon request by the County.

3.12 Quarterly and Annual Reports

The Contractor will submit to the County quarterly reports and annual reports. At a minimum, the Contractor shall include the following information quarterly:

- ◆ Total quantities of Recyclable Materials collected, by material type (in tons).
- ◆ Net quantities of Recyclable Materials marketed, by material type (in tons).
- ◆ Quantities of Process Residuals disposed (in tons).
- ◆ Log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's resolution of the complaint; and the date and time of complaint resolution.
- ◆ Log of all resident addresses where "education tags" were left because of Non-Targeted Materials set out for recycling.
- ◆ Container inventory update, including containers moved, placed, removed, repaired and destroyed

At a minimum, the Contractor shall include the following information annually:

- ◆ Total quantities of Recyclable Materials collected in the County, by material type (in tons).
- ◆ Net quantities of the County's Recyclable Materials marketed, by material type (in tons).
- ◆ Quantities of Process Residuals disposed (in tons).
- ◆ Container inventory update, including containers moved, placed, removed, repaired and destroyed and warranty status of repairs/replacements.
- ◆ Participation Trend Study. (Section 4.3)
- ◆ Results of container check audit including a list of households not participating. (Section 4.3)

Quarterly reports shall be due to the County by the 15th day of January, April, July and October. Annual reports shall be due by January 31. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the County's recycling program (e.g., public education, etc.).

3.13 Annual Performance Review Meeting

Upon receipt of the Contractors annual report (see Section 3.12 of this RFP), the County shall schedule an annual meeting with the Contractor. The objectives of this annual meeting will include, but not be limited to, the following:

- ◆ Review Contractor's annual report, including trends in recovery rate and participation.
- ◆ Review efforts the Contractor has made to expand Markets for Recyclable Materials.
- ◆ Review Contractor's performance based on feedback from residents to staff and Commissioners.
- ◆ Review Contractor's recommendations for improvements to the recycling program, including enhanced public education and other opportunities.

- ◆ Review staff recommendations for Contractor's service improvements.
- ◆ Discuss other opportunities for program improvement during the remainder of the Contract.

3.14 Ownership of Recyclable Materials

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

3.15 Scavenging Prohibited

No person or hauler not authorized by the County may take or collect Recyclable Material set out for authorized Collection within the County.

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

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

3.17 MRF's Must be Specified

The Contractor shall assure the County that adequate Recyclable Material Processing capacity will be provided for material collected. The proposer must provide a letter of intent from the processor indicating the location(s) of its Recyclables Processing facility (or sub- Contractor's facility) where material collected will be delivered and/or processed and the intention of the processor to accept the County's materials (see Attachment C, Form C-1).

The Contractor shall provide written notice to the County at least 60 days in advance of any change in these or subsequent plans for receiving and Processing Recyclable Materials.

3.18 Process Residuals

As part of their response to this RFP, proposers shall provide:

- ◆ Average residual rates from their processing operations.

3.19 Lack of Adequate Market Demand

In the event that the Market for a particular Recyclable Material ceases to exist, or becomes economically depressed that it becomes economically unfeasible to continue Collection, Processing and Marketing of that particular Recyclable Material, the County and the Contractor will

both agree in writing that it is no longer appropriate to collect such item before Collection ceases. The Contractor shall give the County as much notice as possible, in writing, about such Market condition changes. The County and Contractor shall agree on a date in a written Contract amendment to cease Collection of the Recyclable item in question. The Contractor shall at all times be under a duty to minimize the quantity of Recyclable Materials disposed in a landfill, incinerator or other facility receiving mixed municipal solid waste. If disposal of any Recyclable commodity becomes necessary, upon receiving written permission from the County, the Contractor shall dispose of the Recyclable Materials at a facility specified in writing by the County or an alternative agreed upon by the County and the Contractor. There shall be no additional cost to the County for disposal of these Recyclable Materials.

3.20 Performance Monitoring

The County will monitor the performance of the Contractor against goals and performance standards required within this RFP and in the Contract. Substandard performance as determined by the County will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within 60 days after being notified by the County, in writing, the County will initiate the Contract termination procedures.

4. Recycling Collection Requirement

4.1 Points of Collection

The Collection of Recyclable Materials in the Cities of Edgerton, Hatfield, Holland, Ihlen, Jasper, Pipestone, Ruthton, Trosky, and Woodstock will occur at the curbside or the intersection of the household's driveway with the public thoroughfare, depending on geography.

The Collection of Recyclable Materials in the rural drop-off sheds located within the Cities of Edgerton, Hatfield, Holland, Ihlen, Jasper, Pipestone, Ruthton, Trosky, and Woodstock will occur on an as needed basis, or as directed by the County Designated Contact Person.

The County is also requesting the bid and considering Collection of Recyclable Material from interested municipal businesses in Pipestone County. Material collected would be limited to the container or containers based on solid waste units. Business collections would occur the same day as city curbside residential collections.

4.2 Recycling Containers

Containers may be owned by the County. Containers will be provided for all City households, rural sheds and county approved businesses if included as part of contract.

The Contractor shall service and repair containers to meet supply and demand needs for the entire term of the Contract. The Contractor shall receive, assemble, deliver, inventory, maintain and distribute the recycle containers.

The Contractor shall be responsible for preparing a comprehensive container management plan and schedule for the initial distribution. The Contractor is responsible for cooperating with the County to create the educational material for distribution to customers and an order quantity (including mutually agreed-upon overage to have in stock as excess inventory).

The Contractor is responsible for the initial distribution and is required to deliver the educational material at the time of initial distribution and when containers are delivered to residents during the term of the Contract. An inventory, by serial number, must be maintained by the Contractor, with quarterly and annual reporting of the details of container inventory.

4.3 Procedure for Annual Check and Participation Study

To ensure that residents are recycling in the correct manner the Contractor will complete a Check and inspect contents of 100 households annually, leave a tag and note the addresses. A log shall be kept of all residential addresses where tags were left and addresses shall be included in the annual report to the County. An annual participation trend study report shall be submitted to the County three weeks after the field data collection operations have been completed. The annual study reports shall summarize participation trends and other data as a result of the data analysis. All participating and non-participating addresses shall be reported to the County each year as a result of the study, including a copy of the route map of the study showing raw data participation tally marks by address. The Contractor may make recommendations for improving this participation trend study methods and procedures. County staff will be invited to participate in the study.

5. Payment Terms

5.1 Compensation for Services Based on a Fee per Household

The County agrees to pay the Contractor for recycling Collection services provided as described in the Contractor's proposal, and made part of an executed Contract, based on the number of household units certified by the County. By February 1st of each year the County will review the number of households and notify Contractor of any changes.

Contractor shall submit itemized bills for recycling Collection services provided to the County on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the County (typically 30 days).

The Contractor shall submit the quarterly documentation and reports as detailed in Section 3.12 with the monthly bill. Payment to the Contractor will not be released unless the Contractor is current on the required reports.

5.2 Price

The price per household per month for the term of the contract will be set in accordance with the per household price proposed on the pricing worksheet (Attachment A).

6. Term of Contract

The Contract shall commence January 1, 2019 and shall be for five (5) years ending December 31, 2023. By mutual written agreement of the Parties the Contract may be extended.

7. Submitting Proposals

To the best of its ability, the County will use the following process and schedule outlined in Section 8 for its decision-making regarding this RFP.

7.1 Proposed Schedule

December 11, 2017	RFP Issued
January 30, 2018	Proposals Due
February 2018	Committee Authorization to Negotiate Contract
March 2018	Contract awarded
January 1, 2019	Contract Starts

7.2 Contact Restriction

Any unauthorized contact with County staff or Board Members will subject the Proposer to disqualification from further consideration. This restriction will be in effect from the date this RFP is finalized and authorized for release by the County through the date of final Contract award (including authorization for execution) by the Board.

7.3 Proposals Held as Non-Public Data

Only the company names of proposers submitting proposals will be made public. All proposal documents shall be held as non-public data until the County executes a new Contract.

7.4 Negotiations

County staff will negotiate with the top ranked vendor. If negotiations with the top- ranked vendor are not successful, the County may then initiate negotiations with the second ranked vendor, and so on.

The County reserves the right to negotiate specific work elements and/or addition's or deletions of work elements with a respondent into a Contract of lesser or greater expense than described in this RFP or the respondent's reply.

7.5 Award of Contract

Once a draft Contract has been successfully negotiated, County staff will present its recommendations to the County Board (approximately March, 2018). The County may then award the Contract and authorize staff to execute it.

7.6 New Contract

The new recycling Contract will commence on January 1, 2019.

8. Proposals May be Rejected in Whole or Part

The County of Pipestone reserves the right to:

- ◆ Reject any or all proposals;
- ◆ Reject parts of proposals;
- ◆ Negotiate modifications of proposals submitted; and
- ◆ Accept part or all of the proposals on the basis of consideration(s) other than proceeds or cost.

9. How to Submit Proposals

Enclose proposals in sealed envelope, addressed to **Pipestone County Auditor Pipestone County Courthouse, 416 S. Hiawatha Avenue, Pipestone, MN 56164**. Proposals shall be submitted no later than 3:00 p.m. (CDT) **Tuesday January 30, 2018**. Clearly mark envelope with name of proposing company on the outside and addressed as follows:

RECYCLING PROPOSAL ENCLOSED
Pipestone County
416 S. Hiawatha Street
Pipestone, MN 56164

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

One electronic copy of the proposal must also be submitted on a CD disk (or suitable alternative disk format) inside of the sealed envelope. The proposal file must be formatted in Microsoft WORD or a suitably compatible alternative.

10. Proposal Content

10.1 Proposal Content Checklist

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

10.2 References

Proposers must include a list of references.

10.3 Litigation

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

10.4 Price Worksheet

Vendors must complete a price worksheet (Attachment A) as part of each proposal they submit.

10.5 Exceptions to the RFP

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

11. Vendors May Team with Other Companies

It is recognized that some prospective haulers may wish to sub-contract with other companies for processing services. This is allowed as needed, but all such Contractor– sub-contractor relationships must be explicitly described in each proposal scenario. The County will contract with only one primary Contractor for the recycling services.

Multiple vendors may team up with other complementary hauling or recycling companies provided there is no collusion. A company may be listed as a part of more than one team as long as this company submits a written certification that no collusion occurred between competing proposals.

12. RFP and Proposal to Become Part of Final Contract

The contents of this RFP, the successful proposal, and any written clarifications or modifications to the contents thereof submitted by the successful proposer shall become part of the contractual obligations and be incorporated by reference into the ensuing Contract. If any provision of the Contract is in conflict with the referenced RFP or proposal, the Contract shall take precedent.

13. Evaluation Criteria

All proposers must complete the Proposal Forms in Attachment B:

- ◆ Form B-1 Proposer's Statement of Organization
- ◆ Form B-2 References

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

The County will then objectively evaluate the proposals to determine the best value for the County and its residents. A comprehensive set of criteria will be used to quantify the merits of each proposal. The evaluation categories are shown below. The criteria will include, but are not limited to, the following:

13.1 Economic Criteria

The proposed price of the recycling Collection service (e.g., fee per household per month).

13.2 Environmental Criteria

Proposer's plan to minimize the amount of residuals from the Processing of the County's Recyclable Materials (Section 3.18).

Innovations proposed to increase recycling participation, tonnages and materials collected, including adding additional materials to the County's list of standard materials to be recycled.

13.3 Education Criteria

Proposed public education tools and services offered beyond RFP requirements (e.g., magnets, web based versions of materials, recycling information printed in other languages, recycling education materials targeted for a specific neighborhood or targeting a specific material type, etc.).

14. Liquidated Damages

The Contractor shall agree, in addition to any other remedies available to the County, the County may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations:

1. Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner - \$50 per incident.
2. Failure to collect properly notified missed Collections on a repeated basis - \$250 per incident.

3. Beginning collections too early or failure to complete the Collections within the specified timeframes - \$100 per incident.
4. Failure to clean up from spills during Collection operations - \$250 per incident.
5. Failure to report on changes in location of Recyclable Materials Processing operations - \$250 per incident.
6. Failure to provide written description of the means to estimate relative amount of Process Residuals derived from the County's recyclables - \$100 per incident.
7. Failure to receive County written approval of changes to the Collection and Processing systems prior to implementing any such change - \$5,000.

These designated amounts for non-performance do not represent penalties.

15. Insurance and Other Legal Requirements

15.1 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the County 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. Copies of all insurance shall be filed with the County at least thirty (30) days before the beginning of recycling services. The Contractor shall indemnify and hold the County harmless in any claim relating to the recycling services agreement. The Contractor and its sub-contractors shall secure and maintain the following insurance:

15.1.1 Workers Compensation Insurance

Workers Compensation insurance shall meet the statutory obligations with Coverage B - Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

15.1.2 Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$2,000,000 general aggregate, \$2,000,000 personal and advertising injury, \$2,000,000 each occurrence, \$50,000 fire damage and \$1,000,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the County shall be named an additional insured.

This insurance shall include up to \$10,000 expenses to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the pollutants is caused by or results from a covered cause of loss.

15.1.3 Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

15.1.4 Environmental Liability Insurance

The Contractor agrees that they shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to the recycling services agreement. Contractor shall add the County as an additional insured under said insurance policy(s) and shall indemnify and hold the County harmless for any environmental liability claim related to the recycling services agreement. The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the County with a copy of said environmental liability insurance no less than thirty (30) days before the start of recycling service. The Contractor further indemnifies the County, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the Contractor, its employees or agents.

15.1.5 Performance Bond and Payment Bond

The County may, at its discretion, or if conditions of the contract are not being met require the contractor to furnish the County a performance bond, pursuant to Minnesota Statutes §574.26.

15.2 Transfer of Interest

The County, at its discretion, may withhold its consent to any transfer or assignment of the Contract. The Contractor shall not sub-contract any services under this Contract without prior written approval of the County. Failure to obtain such written approval by the County prior to any such assignment or sub-contract shall be grounds for immediate Contract termination.

15.3 Non-Assignability and Bankruptcy

The parties hereby agree that the County, at its discretion, may withhold its consent to assign or transfer its rights and obligations under said agreement. In the event, the Contractor, its successors or assigns files for Bankruptcy as provided by federal law, this agreement shall be immediately deemed null and void relieving all parties of their Contract rights and obligations.

15.4 Dispute Resolution and Arbitration Procedures

Any dispute resolution or arbitration shall be held in Pipestone County and said proceeding(s) shall occur within ninety (90) days of written notification of the issue to either party. The parties agree that any controversy or claim arising out of or relating to the agreement or the breach thereof, shall be settled, at the option of the County by arbitration in accordance with the Rules of the American Association of Arbitration and judgment upon the award by the Arbitrator(s) may be entered in any court with jurisdiction thereof.

15.5 General Compliance

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

15.6 Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the County; 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.

15.7 Hold Harmless

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

15.8 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.

15.9 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.

15.10 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 County any requests from third parties for information relating to this Agreement. The County agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the County, 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.

15.11 Inspection of Records

All Contractor records with respect to any matters covered by this agreement shall be made available to the County or its designees at any time during normal business hours, as often as the County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

15.12 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 Pipestone, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

15.13 Contract Termination

The County may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured after 60 days written notice has been provided. The County shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the County 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 County, become the property of the County, 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.

Attachment A
Proposal Worksheet

Instructions for Pipestone County Request for Proposals Worksheet: Vendors may use the attached forms or use their own in similar formats.

Proposer (Company Name): _____

Recycling Process proposed (sort or single):

Curbside Container Type and size:

Costs: One price shall be proposed for each option

\$ _____ per Household/month, weekly service

\$ _____ per Household/month, bi weekly service

\$ _____ Monthly Rural Sheds services, collected on as needed basis

\$ _____ per Business/month, weekly service

\$ _____ per Business/month, bi weekly service

Please note any requested alternatives to the proposed costs below:

10. List of all subcontractors participating in this proposal:

Name	Address	Area of Responsibility
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

13. Where will the proposer deliver the County's Recyclable Materials for processing? Please provide the name and address of the MRF and indicate if proposer owns this MRF.

14. List of Recyclable material that will be accepted.

15. If the MRF is not owned by the proposer, please provide a letter of intent from the MRF to provide processing services for the County's Recyclable Materials for the life of this contract.

Form B-2
References

The proposer shall provide a minimum of three (3) references of public agencies or cities in Minnesota, Iowa, or South Dakota presently being served by the proposer with similar services to those being requested by the County of Pipestone.

Reference 1.

Name of Public Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Average Annual Tonnage of Recyclable Material Collected: _____

Description of Recyclable Materials Accepted, if different than Pipestone County:

Reference 2.

Name of Public Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Average Annual Tonnage of Recyclable Material Collected: _____

Description of Recyclable Materials Accepted, if different than Pipestone County:

Reference 3.

Name of Public Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Average Annual Tonnage of Recyclable Material Collected: _____

Description of Recyclable Materials Accepted, if different than Pipestone County:

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

Attachment C Proposal Content Checklist

County of Pipestone Proposal Content Checklist

Proposers shall **complete and submit** this checklist. Items to be included in vendor's proposals are listed as either Mandatory or Optional.

Mandatory

- Five (5) written, hard copies of the proposal and all attachments.
- One (1) electronic copy of the proposal (formatted in Microsoft Word or a suitably comparable alternative).
- Completed Forms B-1, "Proposer's Statement of Organization" and B-2, "References."
- List of materials proposed to be collected and a discussion and rationale for any proposed changes to the County's standard list of recyclable materials
- Examples of Proposer's public education materials.
- Letter of intent to process the County's recyclable materials.
- Completed proposal worksheet (Attachment A), including proposed price(s) per household per month, per business per month, and sheds per month.
- Statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation.

Provide descriptions of the following:

- Proposed collection, processing and public education services for households receiving "curbside recycling service" every other week;
- Contractor-sub-contractor relationships, if applicable.
- Average residual rates from Proposer's processing.
- Proposer's plans to minimize the amount of residuals from the processing.

Optional

- List of additional materials proposed to be collected for recycling such as textiles, scrap metal, etc. Vendor must provide explanation/documentation that these materials will be recycled and the end markets are sustainable.
- Specify additional public education that the Proposer is able to provide the County beyond the RFP requirements (e.g., more than once per year, additional languages, target specific neighborhoods, etc.).
- Describe innovative approaches to increase recycling rates, promote reuse and waste reduction, and other sustainability efforts.