



**City of Osseo**

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**Request for Proposals**

**REFUSE, RECYCLING, YARD WASTE & ORGANIC  
WASTE COLLECTION SERVICES**

**City of Osseo  
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**Effective  
May 1, 2017, to April 30, 2022**

# TABLE OF CONTENTS

<b>Introduction .....</b>	<b>4</b>
<b>General Description of Service.....</b>	<b>4</b>
<b>Term of Contract.....</b>	<b>5</b>
<b>Definition of Terms .....</b>	<b>5</b>
<b>Refuse Collection Service .....</b>	<b>8</b>
<b>Recyclable Collection Service.....</b>	<b>9</b>
<b>Yard Waste Collection Service .....</b>	<b>9</b>
<b>Organic Waste Collection Service .....</b>	<b>10</b>
<b>Spring Clean-Up Day .....</b>	<b>11</b>
<b>Service Schedule .....</b>	<b>11</b>
<b>Contractor Collection Equipment &amp; Personnel .....</b>	<b>12</b>
<b>Contractor Collection Personnel .....</b>	<b>13</b>
<b>Contractor Customer Service.....</b>	<b>14</b>
<b>Emergency or Disaster Services .....</b>	<b>15</b>
<b>Reporting Requirements .....</b>	<b>15</b>
<b>Payments, Penalties &amp; Billing for Services.....</b>	<b>16</b>
<b>Liability Insurance.....</b>	<b>16</b>
<b>Worker’s Compensation Insurance .....</b>	<b>17</b>
<b>Performance of Contract.....</b>	<b>17</b>
<b>Indemnification .....</b>	<b>17</b>
<b>Termination.....</b>	<b>18</b>
<b>Financial Guarantee .....</b>	<b>18</b>
<b>Non-Discriminatory Practices .....</b>	<b>18</b>

**Successors & Assigns.....18**

**Whole Contract.....18**

**Dispute Resolution.....18**

**Public Information & Education.....18**

**Attachment A – Charges for Additional Items .....19**

**Attachment B – Statement of Contractor Qualifications .....20**

**Attachment C – Proposal Form .....23**

**Proposal Content Checklist.....25**

**Signature Page.....26**

**Notice of RFP .....27**

**REQUEST FOR PROPOSAL****REFUSE, RECYCLING, YARD WASTE & ORGANIC WASTE COLLECTION SERVICES**

The City of Osseo is requesting proposals for the City's refuse, recyclable materials, yard waste, and organic waste collection services. Any questions regarding the proposal should be directed to Public Services Director Rick Hass at (763) 238-8640 or rhass@ci.osseo.mn.us.

Request for Proposals must be submitted to Osseo City Hall, 415 Central Avenue, Osseo, MN 55369, no later than 11:00 a.m., February 10, 2017.

**INTRODUCTION**

This Request for Proposal (RFP) defines the service standards, specifications, and proposal requirements of an organized collection system of refuse, recycling, yard waste, and organic waste for the City of Osseo, County of Hennepin, Minnesota. The City seeks to enter into a contract with a company that has the resources and ability to provide collection services for the City. All solid waste management activities in Osseo must be consistent with Hennepin County's solid waste management plans and specifications.

The City encourages Proposers to submit their best proposal possible. The requirements within this RFP may be altered by Proposers if proposals explicitly describe the change, rationale, and price implications. The services shall begin on or as close to May 1, 2017, as possible, and terminate at the will of the City on or by April 30, 2022.

The RFP does not obligate the City to accept a proposal. The City reserves the right to cancel this solicitation if it is considered to be in the City's best interest. The City reserves the right to reject any or all proposals or parts of proposals, or to accept part or all of the proposals on the basis of consideration other than the lowest cost.

All collection services is from dwelling units as described elsewhere in this document at both curbside and alley locations.

The total number of residential dwelling units as of January 1, 2017, is approximately 650.

**A. GENERAL DESCRIPTION OF SERVICE**

1. The Contractor shall supply all equipment, labor, containers, and materials necessary to complete collection, hauling, and disposal of all refuse/garbage/rubbish, recyclable materials, yard waste, and organics from all residential properties consisting of three or fewer dwelling units.
2. Refuse: All refuse shall be collected from City dwelling units and all City-owned sites including but not limited to City Hall, Fire Station, Community Center, Police Department, Public Works Department, City parks, and City receptacles along the Central Business District. The City requests new, or like new, containers for refuse purposes.
3. Recyclable Materials: Separate collection of all recyclable materials shall be collected as part of the weekly or biweekly pick-up. The City requires that recyclable materials be in containers provided by the Contractor for such recycling collection. The City requests new, or like new, containers for recycling purposes. Single sort recycling is the preferred method.

4. **Yard Waste:** Separate collection of leaves and grass clipping materials and other yard waste shall be collected as part of the weekly pick-up. The City requires that yard waste be bagged separately from other household refuse material in compostable bags, or in a privately-owned and labeled container or Contractor provided container for such purpose.
5. **Organic Waste:** Includes collection of organic materials, including all food, food-soiled paper, certified compostable products, and other compostable household items as identified by the Hennepin County Organics Recycling Guide.

**B. TERMS OF CONTRACT**

1. The City is seeking a proposal for contract that is five (5) years in duration, commencing May 1, 2017.
2. The City and Contractor may agree to extend the term of Contract for an unspecified period of time beyond the original termination date, upon such terms and conditions as the parties shall mutually agree.
3. The City may terminate the Contract on 30 days written notice to Contractor for any reason as deemed by the City. The City reserves the unqualified right to make such determination.
4. The Contract shall terminate, and neither party nor the officers of the City shall be liable for further performance after the termination, if the Contract becomes invalid due to any present or future law other than an ordinance of the City.

**C. DEFINITION OF TERMS**

1. **City.** Means the City of Osseo, Minnesota.
2. **Collection Service.** Collection Service is the process in collection and transportation of refuse, recyclables, yard waste, and organics in the City at residential dwelling units and Community Wastes within the corporate limits of the City and the transportation to a sanitary landfill, transfer station, or other Hennepin County designated facility.
3. **Community Wastes.** The refuse, recycling, yard waste, and organics of the City of Osseo. This means City-owned sites including, but not limited to City Hall, City Parks, City receptacles in the Central Business District, Community Center, Fire Station, Police Department, Public Services Department and any other City owned property.
4. **Contract.** The legal agreement executed between the City and the Contractor. The Contract shall include, but not be limited to, this RFP document, RFP addenda, the successful proposal, and any written clarifications or modifications that would become part of the final Contract.
5. **Contractor.** The party or parties contracting to perform the work to be done under these specifications or to the legal representative of such party or parties. Contractor is the same thing as the Proposer.

6. Day-Certain Collection. Day-Certain Collection is a City approved plan for regular collection service by an established day-certain schedule. This schedule requires that a route shall be collected on the same day of each week and is based on a five (5) day, Monday through Friday, work week. The only exceptions to the "day-certain" plan shall be during those weeks in which legal holidays, recognized in this Contract, occur or are observed. The preferred day in Osseo is Tuesday.
7. Dwelling Unit. A residential dwelling unit is a detached dwelling with a kitchen in buildings up to three units per structure. For the purposes of this document, duplexes and triplexes shall be included as dwelling units.
8. Disposal. Any Municipal Solid Waste (MSW) managed under this Contract must be in accordance with State Statutes 473.848 and 115A.471.
9. Electronic Waste. Defined in Minnesota Statutes and covers such items as television and computer monitors, computers, computer peripheral devices/printers/modems, fax machines, DVD players, video cassette records, other video playing devices, other small appliances with an electric cord, etc.
10. Garbage. Waste materials that cannot be recycled or composted, and include materials such as animal waste, diapers, ashes, and other loose materials.
11. Hazardous/Toxic Waste. Hazardous and/or toxic waste includes materials as defined by the U.S. Environmental Protection Agency (U.S. EPA) and the Minnesota Pollution Control Agency (MPCA), such as liquid paint, motor oils, batteries, poisons, pesticides, herbicides, acids, caustics, pathological wastes, radioactive materials, flammable or explosive materials, and similar harmful chemicals and wastes. Hazardous/toxic wastes require special handling and shall be disposed of in a manner as specified by Minnesota Statutes and Hennepin County ordinances and policies to protect the environment and ensure health and safety of the public and collection crew.
12. Major Appliances. Household appliances including items such as refrigerators, freezers, ranges and stoves, dishwashers, clothes washers and dryers, water heaters, trash compactors, conventional and microwave ovens, garbage disposals, residential furnaces, air conditioners and dehumidifiers.
13. Organics. Waste resulting from the handling, processing, storage, preparation, serving, and consumption of food or other food related materials. Includes collection of organic materials, including all food, food-soiled paper, certified compostable products, and other compostable household items as identified by the Hennepin County Organics Recycling Guide.
14. Prohibited Waste. Waste materials that are prohibited from disposal in with mixed trash or that may be hazardous, toxic, or otherwise harmful to the environment, collection crew safety, or resource recovery system as defined by State Statutes and/or County policies. Such prohibited waste items shall be itemized and explicitly excluded from the definition of regular trash collection service in the proposed Contract.

15. Recyclables. Recyclables are reusable or reprocessible materials approved and agreed to by the parties hereto. Recyclables may include such items as newsprint, corrugated and ledger paper, magazines, catalogues, junk mail, phone books, plastic containers with a neck, glass, tin cans, aluminum, and other metal goods. Recyclables specifically exclude refuse and organics.
16. Refuse. Refuse is putrescible and non-putrescible solid waste from residences including garbage and rubbish and specifically excluding compost, recyclables, organics, and toxic and hazardous waste. Refuse further excludes industrial, commercial, agricultural, and construction garbage or rubbish and wastes.
17. Rubbish. Rubbish is inorganic solid waste, including ashes, consisting of combustible and noncombustible waste, such as wood, bedding, crockery, and other non-reusable waste. Rubbish also includes non-recyclable types of glass, cardboard, and metal cans.
18. Special Collection. Special on-call collection services as requested by residents to the Contractor for extra collection of bulky items. Bulky items include large, bulky household items that do not require special processing. May include items such as carpeting and padding, mattresses, chairs, couches, tables, wheels/rims/tires, windows/doors, and plumbing fixtures such as sinks, toilets, etc.
19. Surcharge to City. The Contractor is also responsible for collecting and remitting a surcharge to the City within 20 days of the date of collection in each billing cycle per resident. This surcharge is for administration and the costs associated with annual City Clean-Up efforts. This surcharge shall be based on ten percent (10%) of the total cost of both refuse and recycling charges (excluding taxes). The City reserves the right to adjust this surcharge amount for administration/clean-up upon written notice to the Contractor at any time.
20. Unacceptable Waste. Unacceptable waste is non-hazardous waste that the landfill or disposal facility, under its policies, will not permit to be deposited in its facility.
21. Value-Added Service. A value-added service is a proposed service that is directly responsive to the base requirements in this RFP, but goes beyond the minimum specified services such that there is an added value to residents or the City in implementation/management/administration of the proposed Contract.
22. Walk-up Service. Service option offered by the Contractor to any customer for an extra fee payable directly to the Contractor. In subscribing to this service, the household chooses not to move collection service to the curb/alley for collection, but rather places it in such a way that the Contractor collects it from another area of the property (outside a building, unless a waiver is signed).
23. Yard Waste. All organic plant material that can be composted including leaves, grass clippings, soft garden waste, and brush and branches up to three (3) inches in diameter and four (4) feet in length provided they are bundled with twine or other compostable material. Yard waste also includes Christmas trees but does not include wreaths or other materials containing metal, ornaments, etc.

24. Yard Waste Collection. This collection means the taking and receipt of all yard waste accumulated in compostable bags or containers at all dwelling units in the City. Yard waste shall be kept unmixed from other types of refuse or recycling. Collection shall also include documenting each load of material and transportation to an approved yard waste site.

D. REFUSE COLLECTION SERVICE

1. Description.

a. Refuse Collection Service shall include the collection of all household refuse contained within the cart from dwelling units in the City. This also includes all Community Waste.

b. Refuse collection service shall not include the collection of: bulky items; electronic waste; hazardous/toxic wastes; major appliances; prohibited waste; recyclables; unacceptable waste; yard waste; problem materials such as batteries, tires, construction material, motor oils, and paint in liquid form; white goods and CRT's; yard waste, limbs, brush, and other such items; animal waste and solid waste materials resulting from industrial, commercial, and agricultural operations, and from community activities; 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 water effluent; dissolved materials in irrigation return flows, or other common water pollutants.

2. Containers. Refuse collection shall be from one (1) approved refuse container per dwelling unit. Each dwelling unit shall be supplied a standardized wheeled cart at the expense of the Contractor. Residents shall have the option of a 90-95 gallon container, 60-65 gallon container, or 30-35 gallon container. Carts shall be received, assembled, distributed, warehoused, and maintained by Contractor.

The Contractor shall take reasonable care to prevent damage to residential carts during collection. The Contractor shall repair or provide sanitized replacements for carts. Requests for either replacement or repair of existing carts shall be handled within five business days after the request is received. Residents have the option of requesting an additional cart(s) for an additional fee(s).

Upon stopping service, there shall be no charge to the residents to remove a container (without replacement) from a property at any time during the Contract. There shall be no cost to change refuse container sizes.

3. Location. Dwelling units shall have, as required by City ordinance, their cart located at the boulevard (but not in the street) adjoining the curb for street collection on or before 7:00 a.m. on the designated day of collection. For alley collection, the cart shall be placed on one side of the alley only.
4. Frequency. Each dwelling unit shall have its refuse collected a minimum of once per week. The preferred collection day is Tuesday, but another day could be considered. Collection shall be on the same day of the week throughout the term of any Contract.



E. RECYCLABLE COLLECTION SERVICE

1. Description. Recyclable Collection Service shall include the collection of all recyclables using a Single Sort system from all Residential Dwelling Units in the City of Osseo. This includes all Community Waste/recycling.
2. Containers. Residents shall be provided one 60-65 gallon container. They shall have the option of switching to a smaller or larger container or adding an additional container at no additional cost throughout the term of the Contract. Residents shall be at the highest capacity container for recycling prior to adding an additional recycling container. Upon stopping service, there shall be no charge to remove a container (without replacement) from a property at any time during the Contract.
3. Location. Dwelling units shall have, as required by City ordinance, their cart located at the boulevard (but not in the street) adjoining the curb for street collection on or before 7:00 a.m. on the designated day of collection. For alley collection, the cart shall be placed on one side of the alley only.
4. Frequency. Recyclable Collection Service shall be provided for each Residential Dwelling Unit on a day-certain basis at a minimum of biweekly. The preferred collection day is Tuesday, but another day could be considered. Collection shall be on the same day of the week throughout the term of any contract.

The Contractor shall assure that all recyclable materials collected in the City are not landfilled or incinerated.

5. Education. The Contractor shall provide at its cost a container lid for the recycling container that describes what items can be recycled. The Contractor is responsible to advise the customers as to the proper preparation of materials through educational tags and other means. The Contractor shall provide at its cost during the month prior to the start of the program a mailing to all residents describing the program. The Contractor shall provide at its cost a packet of information to all residents receiving a recycling cart, describing the program, and including a collection schedule calendar.

The City and the Contractor shall work together to provide educational material on City website, in City newsletters, or other means of providing data.

F. YARD WASTE COLLECTION SERVICE

1. Description. Yard Waste Collection Service shall include the collection of all yard waste from all Residential Dwelling Units in the City of Osseo. All households that participate in yard waste collection shall use containers or compostable bags or other City authorized containers. The Contractor shall not mix other types of waste or refuse or inorganic materials with the yard waste or take any action so as to make the yard waste unacceptable at a licensed yard waste facility satisfactory to the City and Contractor.

This includes all Community Waste/yard waste. The Contractor shall provide all necessary 30-yard roll-off containers at no charge to the City between April 1 and November 30 (weather permitting) at the Public Works building at 800 Broadway Street East for use by

City employees to dispose of yard waste from City property (Community Waste), or at any other City designated area as directed by the Public Services Director.

2. Containers. Residents shall have the option to use either compostable bags or provide a container (not to exceed 95 gallons) for which the Contractor provided Yard Waste stickers can be applied. Small cuttings and branches shall be in manageable bundles per Contractor direction. There shall be no additional cost to add additional containers throughout the term of the Contract.
3. Location. Dwelling units shall have, as required by City ordinance, their cart or containers or bags located at the boulevard (but not in the street) adjoining the curb for street collection on or before 7:00 a.m. on the designated day of collection. For alley collection, the cart shall be placed on one side of the alley only.
4. Frequency. Yard Waste Collection Service shall be provided for each Residential Dwelling Unit on a day-certain basis a minimum of weekly between April 1 and November 30 (weather permitting). The preferred collection day is Tuesday, but another day could be considered. Collection shall be on the same day of the week throughout the term of any Contract.
5. Separate Christmas Tree Collection. The Contractor shall separately collect Christmas trees during the final January collection date and the first February collection date of each year. The cost of this separate collection shall be included in the Contractor's proposed base yard waste collection fee. The Contractor shall instruct residents to set out "clean" Christmas trees only. Residents may not wrap Christmas trees in plastic bags and shall remove all ornaments, tinsel, and other foreign debris. Clean Christmas trees may then be set out next to the trash cart, but only during the designated period. If a Christmas tree is set out and is not sufficiently clean, Contractor may leave the tree behind provided an education tag is attached to the tree with specific instructions about why it was left behind and how the resident can still recycle the tree (i.e., remove the contaminants, where to go, etc.).

The Contractor shall be responsible for the safe, legal, and environmentally sound conveyance of all Christmas tree collected under this Contract. The Contractor shall convey the Christmas trees to a lawfully approved compost or Christmas tree processing site and shall assume all liability and responsibility for materials deposited. The Contractor shall not mix other types of trash or inorganic materials with the Christmas tree or take any action so as to make the Christmas tree material unacceptable to the operators of the compost/processing site.

6. Education. The Contractor shall provide at its cost a packet of information to all residents outlining yard waste procedures and acceptable or unacceptable items for yard waste collection.

The City and the Contractor shall work together to provide educational material on City website, in City newsletters, or other means of providing data.

#### G. ORGANIC WASTE COLLECTION SERVICE

1. Description.

- a. Organic Waste Collection Service shall include the collection of all organic waste from all Residential Dwelling Units in the City of Osseo, as well as all City owned properties. Organics includes all food, food-spoiled paper, certified compostable products, and other compostable household items, all as identified by the Hennepin County Organics Recycling Guide.
    - b. Contractor must identify their proposed organic materials composting facility or transfer station to be utilized. If organic waste is being collected on the same truck as another material, the Contractor needs to provide detailed information on how the tonnages will be determined and how weight reporting and documentation will occur. If organics are co-collected with another material, the Contractor's expenses must be tracked separately.
  2. Containers. The Contractor should recommend the type and size of carts or containers or bags that residents would use inside and/or outside the house for organic waste. The Contractor will propose how organics will be collected. The Contractor should recommend how cart or container ownership should occur.
  3. Location. The Contractor should recommend where any carts or containers or bags be placed on the designated day of collection. Alley organics collection must coordinate with refuse, recycling, and yard waste collection to avoid any confusion. Carts or containers shall not be placed in the street.
  4. Frequency. The Contractor should recommend the frequency for organics collection. Organics collection shall be provided on a day-certain basis. The preferred collection day is Tuesday, but another day could be considered. Collection shall be on the same day of the week throughout the term of any contract.
  5. Education. The Contractor shall provide at its cost any materials describing the program or advertising proper preparation of materials through educational tags or other means. The Contractor shall also provide at its cost a collection schedule calendar annually to residents. All educational materials must follow Hennepin County's list of acceptable materials and use County terminology and images.
- H. SPRING CLEAN-UP DAY
1. Description. The Contractor shall facilitate one special collection Clean-Up Day on a Saturday in the spring of each year for residents. Residents shall abide by the list of acceptable and unacceptable materials. Residents may be required to pay nominal charges for disposal of certain items as listed on Attachment A. The City shall pay for the disposal costs associated with Clean-Up Day. The Contractor shall guarantee several rear-load trucks and/or roll off containers parked at Public Works to take materials that are acceptable. The City reserves the right to involve other vendors to collect selected items.
  2. Location. Residential Dwelling units, unless additional service has been requested by the resident, shall bring acceptable materials to Clean-Up Day.
- I. SERVICE SCHEDULE

1. Hours. The Contractor shall perform all Refuse, Recyclable, Yard Waste, and Organics Waste Collection Services between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, except when an emergency exists, at which time the Contractor shall notify the City of such emergency. The Contractor may perform collection services on Saturday when a holiday falls on a weekday.
2. Collection Days. The Contractor shall provide Day-Certain Collection. Unless otherwise agreed to by the parties, Collection Services shall be Monday through Friday.
  - a. The Contractor may request a change in the day of pickup by requesting such change in writing to the City at least thirty (30) days from the proposed date the requested change is to take affect. A change shall be effective only upon authorization from the City and 30 day notice to the resident.
  - b. The Contractor shall bear all costs involved in notifying residents of approved schedule changes.
3. Holidays. The Contractor shall observe the following legal holidays on which their offices and operations shall be closed. The legal holidays are:
  - a. New Year's Day (January 1)
  - b. Memorial Day
  - c. Independence Day (July 4)
  - d. Labor Day
  - e. Thanksgiving Day
  - f. Christmas Day (December 25)

When holidays fall on a weekday or Sunday, the collection for each day of that week after the holiday shall be made one (1) day later.

4. Street Improvements. The City, County, and State reserve the right to improve any street, alley, or sidewalk which may prevent the Contractor from traveling its accustomed route or routes for collection within reason. No additional compensation shall be made for interference. The Contractor shall be responsible for contacting City Public Services Director prior to each construction season to determine areas of conflict and possible alternate routes or solutions. The Contractor shall work with the City to maintain regular or modified service during any street reconstruction project.

J. CONTRACTOR COLLECTION EQUIPMENT & PERSONNEL

1. Cart Rollout Plan. Contractor shall prepare a comprehensive cart/container rollout plan and schedule for initial distribution.
2. Licenses and Permits. All collection vehicles used in performance of the Contract shall be duly licensed and inspected by the State of Minnesota and shall operate within the weight allowed by Minnesota statutes. The Contractor shall obtain all pertinent licenses from the City, County and State.
3. Vehicle and Equipment Requirements. The Contractor is invited to present as part of its proposal the use of alternative fuel and other environmental (green) vehicle and

equipment options. All vehicles shall be maintained in proper working order, prevent leaky seals and hydraulics, and be as clean and free from odors as possible. All vehicles shall be clearly identified on both sides with Contractor's name on both sides of the vehicle.

Each collection vehicle shall be equipped with the following:

- a. Two-way communications device.
- b. First aid kit.
- c. An approved Dry Chemical 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" or similar language.
- g. A broom and shovel for cleaning up spills.

The location of all vehicles used by the Contractor in the performance of any Contract that are kept within the confines of the City overnight shall be approved in advance by the City.

4. Clean and Sanitary Condition. The Contractor shall make all collections with vehicles so constructed that their contents shall not leak, blow away, or spill therefrom. Such vehicles shall be kept clean and as free from all offensive odors as possible and shall not be allowed to stand in any street, alley, or other place longer than is reasonably necessary for collections. All vehicles and equipment used in the performance of this Agreement shall be maintained in good operating condition and in a clean, sanitary condition. Generally, this shall mean washed and painted regularly.

K. CONTRACTOR COLLECTION PERSONNEL

1. Required Personnel. The Contractor shall provide necessary personnel and equipment to fulfill the requirements and specifications of the services described in this RFP. Contractor shall include the cost for providing a supervisor and customer service representatives to address all problems as they arise, interface directly with customers, and have direct communication with City staff, the Contractor customer service staff, and route drivers. The supervisor shall meet or communicate with City staff as necessary. This supervisor shall have a separate vehicle with contact information clearly printed on the vehicle. The supervisor shall also be involved in scheduled meetings with the City as City needs dictate.
2. Spills. The Contractor shall report all hydraulic fluid spills and leaks to the City immediately. If the Public Works office is closed, spills shall be reported to the Fire Department (911). Contractor is responsible to clean up spills. Reporting to the City all spills and leaks does not replace the state requirement to report spills to the Minnesota Duty Officer. The Contractor is responsible to clean up all incidental spillage caused by the Contractor during pick up. Care shall be taken by the Contractor before, during and after waste and recycling service pick up.

3. Customer Service. Contractor personnel shall be trained both in program operations and in customer service and ensure 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 containers in a careful manner, by picking them up, emptying their contents into the collection vehicle, and placing – not throwing or sliding – the container back to its designated location so as to avoid spillage and littering or damage to the container.
  - g. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
  - h. Avoid damage to property.
4. Unauthorized Activity. The Contractor employees shall not collect or scavenge through recycling or other materials in any manner that interferes with the contracted services. The Contractor shall immediately report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.
5. Protecting Utilities. The Contractor shall be obligated to protect all public and private utilities whether occupying streets, alleys, or public or private property. If such utilities are damaged by reason of the Contractor operations, under the executed Contract, Contractor shall repair or replace same promptly.
6. Damage to Property. The Contractor shall take all necessary precautions to protect public and private property. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or recycling bins, which are damaged by the Contractor.

Such property damage shall be addressed for repair or replacement, at no charge to the property owner, within forty-eight (48) hours with property of the same or equivalent value at the time of the damage. If the Contractor fails to address the repair or replacement damaged property within forty-eight (48) hours, 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 of its reasonably incurred expenses. The Contractor shall reimburse the City for any such expenses within ten (10) days of receipt of the City's invoice.

The Contractor shall notify the City of any trees or limbs that are low hanging and may hinder their operations. The Contractor shall be responsible for damage to any trees and limbs not reported to the City.

#### L. CONTRACTOR CUSTOMER SERVICE

1. Basic Service Requirements. The Contractor shall provide management procedures for handling inquires and complaints and procedures. The Contractor shall provide system capability and/or procedures to ensure timely accessibility of information by City. The

Contractor shall indicate if the system is used company-wide or for select jurisdictions (listing which jurisdictions).

2. Staffing. The Contractor shall provide full time oversight of the City's collection, and shall administer its obligations to provide quality service to customers of City. The Contractor shall maintain an office equipped with telephones, computers with email, and be staffed with sufficient personnel to effectively handle complaints, inquiries, and/or receive instructions. The office shall be staffed from 8:00 a.m. to 4:00 p.m. at a minimum, Monday through Friday, except for the legal holidays as specified previously. All phone calls shall be answered by a live person during office hours with overflow calls going into a voicemail answering system. A voicemail system or answering service shall be operative during all non-office hours. Customer service staff shall be accessible via email during office hours and the system shall receive email during non-office hours for review and response during office hours.
3. Responding to Customer Calls. The Contractor shall receive customer service inquiries, complaints, special needs, special pickups, and other issues by phone or email, and record them in an electronic database for means of tracking, recording, mapping, and reporting for quality control/quality assurance purposes.

The customer service program shall be set up to maximize the number of calls being handled by a live person and minimize the calls into voicemail. The Contractor shall address all voicemail and email correspondence with a return call or email to the City customer promptly.

- M. EMERGENCY OR DISASTER SERVICES. The Contractor shall provide upon request of the City any additional collections (materials or times) requested and reasonably necessary during a declared emergency in the City. The cost of this service shall be mutually negotiated between the Contractor and City. The Contractor shall have a Contractor Business Continuity Plan or similar plan to ensure delivery of collection service to City customers.

N. REPORTING REQUIREMENTS

1. The Contractor shall create, collect, and maintain all records required by the federal, state, and local governments regarding waste management services, and other records as specified below:
  - a. Monthly and yearly net amounts (in tons) for solid waste, recycling, yard waste, organics, appliances, bulk items, and electronics collected. Reports should be broken down by commodity and weight (in tons).
  - b. Annual reports to the City shall be due by January 20<sup>th</sup> of each calendar year for solid waste and other materials and items collected by the Contractor during the preceding calendar year.
  - c. The Contractor shall provide the City with an annual report of activities, feedback, suggested improvements, and other opportunities for the remaining years of the current Contract.

O. PAYMENTS, PENALTIES & BILLING FOR SERVICES

1. Contractor Billing to Resident. During the period of any Contract, the Contractor shall bill directly to customers for collection services performed by the Contractor during an agreed upon specified amount of time at agreed upon rates.
2. Delinquent Accounts. The Contractor shall be responsible for collection of customer accounts. The Contractor shall make reasonable efforts to collect payments past due. Phone calls and other communications about such collection efforts shall be carefully logged and documented by the Contractor. Delinquent accounts shall be defined as those residents who have not paid and are over three months past due. The Contractor may impose their own reasonable administrative service fee of delinquent accounts over three months past due provided that adequate written notice has first been provided to the resident with copies retained in the Contractor's files. All such written notice of delinquent accounts shall be sent both to the owner of the property and, if rental property, to the tenant and/or refuse account holder.

The Contractor may request delinquent collection support from the City for delinquent accounts over three months past due. The City shall establish its own procedures for processing and administration of such request from the Contractor to collect delinquencies via the City's powers available for collection of special service fees.

3. Monthly Refuse Rate shall mean the monthly per home rate charged by the Contractor for costs attributable to refuse collection services plus City surcharge.
  4. Monthly Recycling Rate shall mean the monthly per home rate charged by the Contractor for recyclable collection service plus City surcharge.
  5. Monthly Yard Waste Rate shall mean the monthly per home rate charged by the Contractor for costs attributable to transporting yard waste to a compost site. This includes yard waste rate spread out as year round rate.
  6. Monthly Organics Waste Rate shall mean the monthly per home rate charged by the Contractor for costs attributable to organics collection service, plus City surcharge.
  7. Contractor Responsibility. The Contractor shall be responsible for collecting and remitting all state and county taxes. The Contractor shall be responsible for payment of all disposal facility tipping fees.
  8. Surcharge to City. The Contractor shall be responsible for collecting and remitting a surcharge to the City within 20 days of the date of collection in each billing cycle per resident. This surcharge is for administration and the costs associated with annual City Clean-Up efforts. This surcharge shall be based on ten percent (10%) of the total cost of refuse, recycling, and organics charges (excluding taxes). The City reserves the right to adjust this surcharge amount for administration/clean-up upon written notice to the Contractor at any time.
- P. LIABILITY INSURANCE. The Contractor shall, at all times during the term of this Contract, procure and maintain commercial general liability insurance and shall also procure and maintain fleet/auto/truck liability insurance on every vehicle used to perform services under this



agreement. This insurance shall cover claims for bodily injuries, wrongful death, and property damage occurring as a result of the insured's Contractors performance of their duties under this contract. Such insurance shall afford coverage to a limit of not less than One Million and 00/100ths (\$1,000,000.00) with respect to injuries or death to a single person, and a limit of not less than Two Million and 00/100ths (\$2,000,000.00) with respect to any one accident or occurrence. Such insurance shall further afford coverage to a limit of not less than One Million and 00/100ths (\$1,000,000.00) with respect to property damage resulting from any one occurrence. Such insurance as required by this section shall not limit the amount of coverage afforded within any policy period. The City shall be named as an additional insured on all such policies of insurance. Certificates of Insurance for all such coverage, together with payment of the premiums thereon, shall be delivered to the City before the commencement date of the term of this agreement, and Certificates of Insurance for all renewal policies, together with proof of payment of the premiums thereon, shall be delivered to the City at least ten (10) days before the expiration date of the policy then in force.

- Q. WORKER'S COMPENSATION INSURANCE. The Contractor shall at all times during the term of this Contract maintain, at the Contractors' expense, as required by the laws of the State of Minnesota relating to Worker's Compensation Insurance, Worker's Compensation Insurance policies, and shall defend and indemnify the City against all liability from any cause that may arise by reasons of injury of any employee of any Contractor who may be injured while performing work under the provisions of this agreement. Certificates of Insurance from the insurance companies shall be provided to the City prior to the commencement of this agreement, and at least ten (10) days prior to all subsequent renewals.
- R. PERFORMANCE OF CONTRACT
1. Supply Necessary Items. The Contractor shall supply all labor, material, and equipment necessary for the carrying out of this Contract.
  2. No Claims. The Contractor agrees to pay all persons doing work or furnishing skill, tools, machinery, or materials or insurance premiums or equipment or supplies and all just claims for such work, material, equipment, insurance, and supplies in and about the performance of this Contract.
  3. Indemnification. The Contractor further agrees to take all precautions to protect the public against injury and to defend and indemnify the City against all damages and claims of damages that may arise by reason of any negligence of Contractor, agents, or employees while engaged in the performance of this Contract, and shall defend and indemnify the City against all claims, liens, expenses, and claims for liens, for work, tools, machinery, materials, or insurance premiums or equipment or supplies, and against all loss by reason of the failure of the Contractor in any respect to fully perform all obligations of this Contract.
- S. INDEMNIFICATION. The Contractor shall defend and indemnify the City, its officers, agents, representatives and/or employees against all claims, damages, losses, costs or expenses, including reasonable attorney fees, which may be asserted against the City or for which it may be held liable, to the extent resulting from the negligence or willful misconduct of the Contractor, its employees, agents, representatives, or subcontractors, in the performance of the Contract.

- T. TERMINATION. The City shall have the right to terminate any Contract in the event of breach thereof by the Contractor, and continuing breach shall not be deemed to be waived because it was not followed by prompt termination.
- U. FINANCIAL GUARANTEE. Any Contract shall not be in effect until the Contractor has provided a cashier's check, certified check, performance bond, or other financial guarantee acceptable to the City Attorney in an amount equal to \$10,000. Said financial guarantee shall secure the faithful performance of any Contract by said Contractor. The Contract shall be subject to termination by the City at any time said financial guarantee does not remain in full force.
- V. NON-DISCRIMINATORY PRACTICES. The provisions of Minn. Stat. Section 181.59 which relates to civil rights and discrimination shall be a part of this Contract as if fully set forth herein.
- W. SUCCESSORS & ASSIGNS. The Contractor binds itself jointly and severally, his successors, executors, administrators, and assigns to the City in respect to all covenants of a Contract, except that the Contractor shall not assign or transfer any part of its interest in a Contract, or sublet as a whole, nor shall the Contractor assign any monies due, or to become due, without the City's written consent.
- X. WHOLE CONTRACT
1. Any Contract embodies the entire RFP and all attachments and addendum as part of the Contract between the parties including all prior understandings may not be modified except in writing signed by all parties.
  2. No assignment or subletting of this Contract shall be permitted without the express written consent of the City. The Contractor shall be held responsible for full and faithful performance of this Contract.
- Y. DISPUTE RESOLUTION. The parties agree to first attempt to resolve any disputes between them informally before resorting to legal action. If the parties are unable to informally resolve a dispute, they may avail themselves of any available legal remedy.
- Z. PUBLIC INFORMATION & EDUCATION. The City publishes a newsletter quarterly that is mailed to all residents and businesses. Periodically the newsletter contains recycling, yard waste, and organics waste information. The City website also provides recycling, yard waste, and organics waste details such as a list of acceptable and unacceptable materials as well as proper procedures and instructions. Contractor shall provide examples of public education tools that can be utilized by the City. All public information distributed to the residents shall be first approved by the City. Contractor is responsible to inform the customers as to materials that are prohibited or unacceptable for collection by distributing educational tags or other means.

## ATTACHMENT A

### CHARGES FOR ADDITIONAL ITEMS

<u>Item</u>	<u>Charge per item</u>
Air compressor	_____
Air conditioners	_____
Appliances (washers, dryers, stoves, dishwashers, hot water heaters, softeners, etc.)	_____
Auto car seat (single)	_____
Auto car seat (bench)	_____
Bathtub	_____
Carpet and/or pad	_____
Cement Laundry Tub	_____
Chair (recliner style)	_____
Couch	_____
Freezer	_____
Hide-a-bed	_____
Lawnmower (drained)	_____
Mattress or box spring	_____
Refrigerator	_____
Snow blower (drained)	_____
Tires - car (off rim)	_____
Tires - truck (off rim)	_____
Toilet	_____
Other	_____

Additional items and service rates to be negotiated between Contractor and resident.

# ATTACHMENT B

## STATEMENT OF CONTRACTOR QUALIFICATIONS

Instructions: Please attach additional pages as may be necessary to properly respond to each of the following questions.

### 1. General Contact Information

Name of Company Proposing: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name of contact person: \_\_\_\_\_

Type of organization (e.g., corporation, joint venture, partnership, individual):

\_\_\_\_\_

References: Please provide on separate pages collection references (provide municipality, capacity [number of households per day], contract structure between the organization and the municipality(ies) or public agency being serviced, type and frequency of service provided, number of years with contracts for each, etc.).

### 2. Business Information

Within the past five (5) years, has the Company submitting this proposal failed to complete a contract?  
Yes \_\_\_ No \_\_\_

If so, state name of parties to the contract, the date of the contract and the reason for noncompletion. If a bond was posted, state the contact information for the bond company.

\_\_\_\_\_

Within the past five (5) years has the Company submitting this proposal or any facility or property owned or operated by this Company failed to perform any of its contract obligations with any municipality, county, or other public entity? Yes \_\_\_ No \_\_\_

If so, state the nature of the failure.

\_\_\_\_\_

With what other lines of business are you or your company directly or indirectly affiliated?

\_\_\_\_\_

Describe the nature of your current business:

\_\_\_\_\_

State the length of time you have been in business under your present name:

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Within the last five (5) years, has the Company submitting this Proposal, or any facility or property owned or operated by your Company, ever been the subject of administrative or judicial action for alleged violation of the conditions of a permit issued by a governmental entity; or alleged violations of environmental, zoning, or public health laws or regulations? If so, state the details and disposition.

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Has the Company submitting this proposal or any of its subsidiaries been a party to any lawsuits within the last five (5) years that may affect its ability to perform the obligations described in the Proposal? If so, list these lawsuits:

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List names and business address of all individuals financially associated with the Company that is submitting this Proposal:

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**3. Automated Collection Equipment**

If awarded this Contract, will your Company be able to provide refuse collection service by the Contract start date? Yes\_\_\_\_ No\_\_\_\_

If not, will you be able to provide automated collection at some time in the future? Yes\_\_\_\_ No\_\_\_\_

If yes, please explain your proposed schedule for implementing automated collection:

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What percent of your collection truck fleet is equipped with automatic collection devices? \_\_\_\_percent

**4. Impacts on Roads**

Please describe your plans for reducing impacts on roads and streets and means to comply with road weight restrictions:

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**5. Pollution Reduction and Environmentally Sustainable Initiatives**

Please describe your plans for pollution reduction and environmentally sustainable initiatives:

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**6. Public Education and Service to Residents**

Does your Company use “education tags” that are left by your collection crews at the time material is left behind? Yes\_\_\_\_ No\_\_\_\_

If yes, please attach an example of one such education tag from another community. Please describe other directly relevant public education efforts you have used successfully in the past:

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If awarded the Contract, please describe your plans for additional public education efforts:

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**7. Public Service at Community Events**

Please describe your past experience with providing refuse and/or recycling services at other community events (e.g., fairs, parades, etc.):

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If awarded the Contract, please describe your plans for servicing these community events:

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**8. Bi-Weekly Yard Waste Pick-up Option**

Please describe how much (if any) a bi-weekly yard waste pick-up option would save the average resident versus the standard weekly pick-up as described in this RFP:

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The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Osseo in verification of the recitals comprising this Statement of Contractor Qualifications.

Signature of person duly authorized to sign submittal on behalf of the proposer:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## ATTACHMENT C

### PROPOSAL FORM

**Five (5) Year Contract Proposal**

Please submit monthly refuse, recycling, and yard waste collection rates below and indicate the monthly rates for the 30-35 gallon container, 60-65 gallon container, and the 90-95 gallon container.

Please outline each monthly rate proposal for the years as follows:

- Year 1 (May 1, 2017, to April 30, 2018)
- Year 2 (May 1, 2018, to April 30, 2019)
- Year 3 (May 1, 2019, to April 30, 2020)
- Year 4 (May 1, 2020, to April 30, 2021)
- Year 5 (May 1, 2021, to April 30, 2022)

Monthly **Refuse** Rate per Household (includes 10% City surcharge)

	Year 1	Year 2	Year 3	Year 4	Year 5
30 gallon _____					
60 gallon _____					
90 gallon _____					

Monthly **Recycling** Rate per Household (includes 10% City surcharge)

	Year 1	Year 2	Year 3	Year 4	Year 5
30 gallon _____					
60 gallon _____					
90 gallon _____					

Monthly **Yard Waste** Rate per Household (includes yard waste rate spread out as year round rate)

	Year 1	Year 2	Year 3	Year 4	Year 5
30 gallon _____					
60 gallon _____					
90 gallon _____					

Monthly **Organics Waste** Rate per Household (includes 10% City surcharge)

	Year 1	Year 2	Year 3	Year 4	Year 5
30 gallon _____	_____	_____	_____	_____	_____
60 gallon _____	_____	_____	_____	_____	_____
90 gallon _____	_____	_____	_____	_____	_____



## PROPOSAL CONTENT CHECKLIST

Please submit these completed documents by the due date:

1. **Attachment A Charges for Additional Items.**
2. **Attachment B Statement of Contractor Qualifications.**
3. **Attachment C Proposal Form.**
4. **Signature Page.**

Any Proposal must be submitted in a 9" x 12" or larger envelope with the OFFICIAL PROPOSAL form attached. Proposers must include fifteen (15) bound printed copies, one (1) unbound printed copy, and one electronic copy of the Proposal on a compact disk (CD) inside the sealed envelope.

Only the company names of Contractors submitting proposals will be made public. All proposal documents shall be held as confidential until the Osseo City Council awards a new contract and authorizes Staff to execute the new contract.

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Please submit proposal using this OFFICIAL PROPOSAL form as cover for the proposal.

### OFFICIAL PROPOSAL

#### CITY OF OSSEO REFUSE, RECYCLING, AND YARD WASTE REQUEST FOR PROPOSAL

**DUE DATE:** Friday, February 10, 2017, no later than 11:00 a.m.

PROPOSALS WILL **ONLY** BE ACCEPTED AT:

**OSSEO CITY HALL  
415 CENTRAL AVENUE  
OSSEO MN 55369**

**PROPOSAL SUBMITTED BY:**

Firm name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Official contact and phone number: \_\_\_\_\_

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#### RECEIPT OF PROPOSAL

Received: \_\_\_\_\_  
Date Time By Whom

