

Request for Proposals Residential Solid Waste, Recycling and Organics Services

**City of Jordan
210 East 1st Street
Jordan, MN 55352
(952) 492-2535**

Released on: Tuesday, October 19, 2021

Proposals due on: Friday, November 12, 2021 at 5:00 p.m.



Table of Contents

1	INTRODUCTION AND BACKGROUND INFORMATION	1
1.1	Service Summary	1
1.2	History and Summary of Current Solid Waste and Recycling Services	1
1.3	City Goals and Objectives of this RFP	2
1.4	Background Census Information	2
1.5	RFP Service Level Assumptions	2
1.5.1	Estimates of Current Households Served Under This Contract	3
1.5.2	Number of Customers with Additional Refuse Carts	3
1.5.3	Number of Customers with Additional Recycling Carts	3
1.5.4	Number of “Overflow” Refuse Bags Collected	3
1.5.5	Number of Residents with “Valet” (aka “Walk-Up”) Collection Service	3
1.5.6	Number of Delinquent Accounts	3
1.5.7	Refuse and Recyclables Tonnages	4
1.5.8	Clean-Up Events and Special Events	4
2	INSTRUCTIONS TO PROPOSERS	4
2.1	Summary of Instructions	4
2.2	Complete Proposals Required	4
2.3	Preparation and Submission of Proposals	4
2.4	Proposals Held Confidential	5
2.5	Restricted Communication	5
2.6	City Responses to Questions	5
2.7	Late Proposals Will Be Rejected	5
2.8	Proposal Bond	5
2.9	Minimum Qualifications of Responsive Proposers	6
2.10	Contract Period/Renewals	6
2.11	Proposal Evaluation Criteria	6
2.12	Proposers May Inspect City Routes and Facilities	6
2.13	Amendments to the Scope of Services	6
2.14	Review Committee	7
2.15	The City is Providing Best Available Information in this RFP	7
3	SCOPE OF SERVICE	7
3.1	Refuse Collection and Processing	7
3.2	Recyclables Collection and Processing	8
3.3	Yard Waste Collection and Composting	8
3.4	Fall Curbside Leaf Collection Day	9
3.5	Source Separated Organic Materials Collection and Composting	9
3.6	Christmas Tree Collection and Composting	9
3.7	Cart Ownership and Management	9
3.8	Cart Exchange / Delivery Fee	10
3.9	Fuel Surcharge / Environmental Fee	10
3.10	Extended Leave / Suspended Collections (aka “Snow Bird” Policy)	10
3.11	Other Residents May “Opt In” to City Contracted Service	10
3.12	Walk-Up (Valet) Service	10

3.13	No-Out Fee	10
3.14	Bulky Items and Other Special Collections	10
3.15	Refuse and Recyclables Collection from City Buildings and Park Facilities	11
3.16	Collections from Special Events	11
3.17	Collections from Clean-Up Days	11
3.18	Public Education	11
3.18.1	Contractor Public Education Tools (Required Minimums)	12
3.18.2	City Public Education Activities.....	12
3.18.3	Other Contractor-Provided Public Education Tools (Optional)	13
3.18.4	The City Shall Approve All Public Education Materials	13
3.19	Customer Service and Communications	13
3.20	Annual Report	13
4	PAYMENT TERMS	14
4.1	Delinquent Accounts	14
4.2	Late Fees	15
4.3	Proposed Price Elements	15
5	INSURANCE AND OTHER LEGAL REQUIREMENTS	15
5.1	Anti-Discrimination	16
5.2	Certificate of Non-Barred Proposing	16
5.3	Data Practices Act	16
5.4	Record Keeping / Audits	17
5.5	Compliance with State and Federal Employment Laws and Regulations	17
5.6	Legal Interpretation and Venue	17
6	PROPOSAL CONTENT	17
6.1	Qualifications Section	17
6.1.1	General Management.....	17
6.1.2	Financial Stability and Strength	18
6.1.3	Refuse and Recyclables Collection Experience.....	18
6.2	Overview of Services	18
6.2.1	Collection Proposal	19
6.2.2	Proposed Refuse Processing Plan	19
6.2.3	Equipment and Route Description	19
6.2.4	Road Weight Restrictions	19
6.2.5	Cart Management and Administration.....	19
6.2.6	Public Education Plan.....	19
6.2.7	Operations Management Plan.....	19
6.2.8	Clean-up Day Plan and Special Events	20
6.3	Price Proposals	20
	PROPOSAL FORMS	20

RFP PROPOSAL FORMS A THROUGH H

APPENDIX A

Request for Proposals Residential Solid Waste and Recycling Services

SUMMARY

Request for Proposals (RFP) (a)

The City of Jordan, Minnesota is soliciting sealed proposals for:

Residential Solid Waste and Recycling Services

RFP contents are inclusive:

(a) Full contents of this RFP includes all attachments incorporated into this RFP by reference. Responders must review and familiarize themselves with the full RFP packet including all attachments and any addenda issued.

Issue and receiving office:

City of Jordan, City Administrator
City Hall
210 East 1st Street
Jordan, MN 55352

Sole City contact person for all RFP communications:

All communications about this RFP after its release and up through the due date shall be in writing through the City's designated contact person:

Tom Nikunen, City Administrator
TNikunen@jordanmn.gov
(952) 492-2535
<http://www.jordanmn.gov>

RFP Time Schedule (b):

RFP released: October 19, 2021

Proposals due: November 12, 2021; 5:00 p.m.

(b) RFP Time Schedule is subject to change. Please continue to monitor the City's web page for schedule updates or other instruction amendments.

1 INTRODUCTION AND BACKGROUND INFORMATION

1.1 Service Summary

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

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

- City-wide, weekly refuse collection service and delivery to disposal facility.
- City-wide, every other week (EOW) recyclables collection service and delivery to materials recovery facility.
- Subscription, weekly seasonal (Apr-Nov) yard waste collection service and delivery to composting facility.
- Subscription, weekly source separated organics materials (SSOM) collection service and delivery to composting facility.
- Subscription “on-call” bulky item collection service and delivery to disposal facility.
- Refuse, recyclables, and SSOM services from designated City buildings, park facilities, and special events.
- Bulky item collection and disposal service from City clean-up day, offered at no charge.
- Fall curbside leaf collection day for all residents within the service area, offered at no charge.
- Public education services from the Contractor.

Refuse, recycling, and yard waste carts shall be purchased and owned by the Contractor.

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

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

Per City code, the Contractor shall be responsible for billing Jordan residents directly.

The new Contract shall commence operations on January 1, 2022 and continue through December 31, 2026. All services and prices shall begin on January 1, 2022.

1.2 History and Summary of Current Solid Waste and Recycling Services

The City of Jordan contracts with a single Contractor to provide comprehensive residential solid waste and recyclables services for all eligible City residents. City Code requires all residential properties within the City limits and its sewer service area, consisting of 4 or less dwelling units with individual kitchen and bathroom facilities and separate entrances for each, to use City contracted refuse service. Residents are currently billed by the Contractor twelve (12) times per year as per the terms of the current contract.

1.3 City Goals and Objectives of this RFP

The City intends to maintain its basic organized collection structure for contracting solid waste and recycling services. This RFP has been released to solicit competitive proposals leading to a new Contract for a comprehensive set of solid waste and recycling services with operations beginning on January 1, 2022.

Advances in technology, government policies, and resident survey results suggest that the City can increase services to Jordan residents. Additional services include weekly curbside yard waste collection during the growing season (April-Nov) and source separated organic materials collection (e.g., food waste and non-recyclable paper). The City recognizes there are many collection methods, new technologies and composting facilities available today for separated residential organic materials and is interested in seeing what services are proposed through the RFP.

Many other improvements to the current operations are specified in this RFP. Proposers should read the entire RFP to understand all service specifications and requirements.

1.4 Background Census Information

The City of Jordan is a growing metropolitan community. As of 2021 Census, there were 6,656 people and 2,279 households residing in the city. The average household size was 2.92 persons per household. The City is approximately 3.7 square miles in area.

Table 1-1 below displays Metropolitan Council 2019 estimates on the number of housing units by structure. This data provides an approximate description of total housing characteristics in the City, including a rough estimate of the larger apartment buildings that are not served under this residential solid waste and recycling program Contract.

TABLE 1-1
2019 Housing Units per Structure

Number of Housing Units Per Structure	Number	Percent
1 unit, single family detached	1,600	70%
1 unit, single family attached	135	6%
2 to 4 units, duplex, triplex, quad	98	4%
SUBTOTAL OF 1 TO 4 UNITS	1,833	80%
5 or more units, multifamily	147	6%
manufactured home	290	14%
TOTAL	2,270	100%

(Source: U.S. Census Bureau Decennial Census and Metropolitan Council House Stock Estimates.)

1.5 RFP Service Level Assumptions

Proposers shall use the following assumptions in estimating service levels for purposes of estimating efforts in collection operations. These are best available estimates only, submitted by the current contractor, and do not represent any form of guarantee of minimum service levels.

1.5.1 Estimates of Current Households Served Under This Contract

Table 1-2 below displays the current estimate of refuse and recyclables accounts by service type.

TABLE 1-2
Current Refuse and Recyclables Service Accounts by Service Type

Service Type	Number of Refuse Accounts	Number of Recyclables Accounts
35-gallon	238	56
65-gallon	881	926
95-gallon	554	685
TOTAL	1,673	1,667

(Source: Current Contractor, March 2016)

1.5.2 Number of Customers with Additional Refuse Carts – See Table 1-3 below

Forty-eight (48) residents currently utilize an additional refuse cart.

1.5.3 Number of Customers with Additional Recycling Carts

Twenty (47) residents currently utilize an additional recycling cart for no extra monthly charge.

TABLE 1-3
Customers with more than 1 container

Service Type	Number of Refuse Accounts	Number of Recyclables Accounts
35-gallon	1	0
65-gallon	8	10
95-gallon	39	37
TOTAL	48	47

1.5.4 Number of “Overflow” Refuse Bags Collected

In 2021, 808 overflow refuse bags were collected curbside.

1.5.5 Number of Residents with “Valet” (aka “Walk-Up”) Collection Service

Two (2) residents currently receive “Walk-Up” (“Valet”) service under the current contract.

1.5.6 Number of Delinquent Accounts

In 2015, the City processed 23 past due accounts. Of that total, 12 accounts were officially defined as “delinquent accounts”, and were assessed through property taxes.

1.5.7 Refuse and Recyclables Tonnages

In 2021, the City of Jordan generated approximately 1,257.93 tons of refuse and 411.12 tons of recyclables.

1.5.8 Clean-Up Events and Special Events

The City currently offers one clean-up event each year in the spring. Materials accepted include refuse, bulk items (e.g., furniture and mattresses), and special wastes (e.g., electronics and appliances). The City is interested in making a change to the clean-up day program by offering a free, one-day “curbside” bulky item collection for all residents within the service area or a free, one-day bulky item “drop-off day”. Residents with special wastes will be directed to the Scott County HHW facility.

The City hosts several special events each year. Although typical services required of the Contractor has been for refuse collection, the City will also require recycling and organic materials service at all events.

2 INSTRUCTIONS TO PROPOSERS

2.1 Summary of Instructions

The deadline for submitting proposals is **Friday, November 12, 2021 at 5:00 p.m.**

One (1) digital copy & two (2) hard copies of each proposal must be submitted. Envelopes or boxes shall be marked and sealed per the instructions to proposers below.

Facsimile (i.e., “fax”) and emailed proposals will not be accepted.

2.2 Complete Proposals Required

Prospective Proposers are invited to submit a proposal for these services. Specifications, terms, conditions and instructions for submitting proposals are contained in this RFP.

All responsive Proposers shall submit a complete proposal by submitting all information required within this RFP. Failure to submit a complete proposal may result in the City rejecting that incomplete proposal as non-responsive.

The proposal documents shall be submitted in their entirety before the deadline for submitting proposals. Late proposals will not be considered.

2.3 Preparation and Submission of Proposals

Proposals shall be legibly prepared. Proposals shall be legally signed and the complete address of the Proposer given thereon. All copies must be submitted in sealed envelopes or boxes and plainly marked with the project name: **“Proposal for Solid Waste and Recycling Services”**.

One digital copy & two (2) hard copies of each proposal must be delivered to the City at:

City of Jordan, City Administrator
City Hall
210 East 1st Street
Jordan, MN 55352

2.4 Proposals Held Confidential

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

If a Proposer wants the City to consider a portion of its proposal as confidential (e.g., trade secret or proprietary data) pursuant to the Minnesota Government Data Practices Act, these sections of their proposal must be submitted within a separate envelope and cover letter explaining the reason for the request. The City will review any such request and make a final judgment on whether these sections shall be held by the City as confidential per the Minnesota Government Data Practices Act. Requesting that all or substantially all of the proposal be deemed confidential may result in the proposal being considered non-responsive by the City.

2.5 Restricted Communication

The City intends to provide equal and consistent communications to all prospective Proposers throughout this RFP process. Therefore, it is critical that all communications about this RFP after its release and up through final execution of the new contract be in writing through the City's designated contact person:

Tom Nikunen, City Administrator
TNikunen@jordanmn.gov

2.6 City Responses to Questions

Questions received and responses provided by City staff will be provided, in writing, to all interested proposers.

Responses to questions will also be posted on the City's web page at: www.jordanmn.gov

2.7 Late Proposals Will Be Rejected

Any proposal received at the office designed herein after the exact time specified for receipt, may be rejected and not considered responsive.

2.8 Proposal Bond

A proposal bond in the amount of \$5,000 payable to the City of Jordan shall accompany each proposal. At the option of the Proposer, the proposal bond may be in the form of: a cashier's check, a certified check, or a proposal bond secured by a guarantee of a surety company. Any proposal bond must be valid

for a period of 90 days from the proposal's submission date and must be renewable at the election of the City. No proposal shall be considered unless accompanied by the required proposal bond. In the event the successful Proposer withdraws its proposal after the proposal opening, or otherwise fails to execute the Contract, the proposal bond shall be forfeited to the City as liquidated damages.

2.9 Minimum Qualifications of Responsive Proposers

Proposals will only be considered and reviewed from companies that are engaged in the providing solid waste and recycling services comparable to those described in this RFP packet. A minimum of three (3) references of current or past customers is required. Proposers shall possess a Regional MMSW Collection and Transportation License, Scott County Hauler License, and City of Jordan Hauler License, or be able to obtain the aforementioned licenses upon being awarded the contract.

2.10 Contract Period/Renewals

The term of the Contract shall be for a period of five (5) years commencing operations on January 1, 2022 and expiring on December 31, 2026. The actual Contract may be executed earlier to allow for any required transition planning, but operations will not begin until January 1, 2022.

2.11 Proposal Evaluation Criteria

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

The following criteria will be used to evaluate proposals:

- **Price schedules**
(Estimated total costs over the five-year Contract period.)
- **Experience and capacity**
(Demonstrated capability, including the company's financial condition.)
- **References**
- **Thoroughness and responsiveness to this RFP**
(Demonstrated understanding of the City's needs, goals, objectives and service specifications and quality standards)

No one (1), single criterion will be determinative of the best proposal, and the foregoing list is not exhaustive. All responsive proposals will be reviewed and compared with competing proposals in order for the City Council to determine, in its sole discretion, which proposal is in the best interests of the residents of Jordan. The City of Jordan reserves the right to contract with a solid waste hauler who does not submit the lowest proposal.

2.12 Proposers May Inspect City Routes and Facilities

Prospective proposers are encouraged to tour the City's residential routes and the specified City buildings and City parks to become familiar with the solid waste and recycling collection work described in this RFP packet.

2.13 Amendments to the Scope of Services

The City may, at its own discretion, add services to or delete services from the scope of work described in this RFP packet. The City will notify prospective Proposers of any such amendments by issuing an addendum to this RFP. Amendments will also be posted on the City's web page at: www.jordanmn.gov

2.14 Review Committee

The City will form a proposal review committee, to review and analyze the details of the qualified submitted proposals, and to make a recommendation to the City Council. The City Council retains the sole discretion to determine which Proposer shall be awarded the Contract.

2.15 The City is Providing Best Available Information in this RFP

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

3 SCOPE OF SERVICE

3.1 Refuse Collection and Processing

Refuse collection operations under the new Contract should be very similar to the current system. Refuse collection and disposal system requirements include (but are not limited to):

- Every other week ("EOW") collection from 35-gallon wheeled refuse carts.
- Weekly collection from 35-gallon, 65-gallon, or 95-gallon wheeled refuse carts.
- The color and labeling of the refuse carts must distinguish them from the recycling carts, SSOM carts, and yard waste carts.
- Residents may obtain a second 35-gallon, 65-gallon, or 95-gallon wheeled recycling cart at a reduced cost.
- Residents may set out extra "overflow" bags of refuse at an additional cost.
- Pursuant to Minnesota State Statute 115A.93, Subd. 3, refuse disposal costs shall increase with the volume or weight of the waste collected.
- Pursuant to Minnesota State Statute 115A.9302, the Contractor shall provide a waste disclosure notice to all customers on an annual basis.
- Pursuant to Minnesota State Statutes and Scott County ordinance and policies, the Contractor must arrange for delivery of all refuse collected under this new Contract to be delivered to a mixed MSW resource recovery facility. The Contractor shall not deliver the City's residential refuse to a landfill, or transfer station that redirects the City's refuse to a landfill, without prior written permission of the City. This RFP requires Proposers to document their planned arrangements for such refuse processing, either through a transfer station or direct to a mixed MSW resource recovery facility. Proposals must include written certification that adequate processing capacity has been secured.
- This RFP requires that residential refuse collected from Jordan under this Contract will be kept separate from other materials. Jordan loads of residential refuse shall be weighed on designated truck scales and weights reported to the City. The Contractor shall retain truck scale weight tickets for City inspection upon request.

- Proposers should provide a specific list of resident instructions for preparing and setting out refuse carts and overflow refuse bags.
- Proposers must identify their proposed disposal facility or transfer station.

3.2 Recyclables Collection and Processing

Recyclables collection operations under the new Contract should be very similar to the current system. Recyclables collection and processing system requirements include (but are not limited to):

- Every other week (EOW) recyclables collection from 35-gallon, 65-gallon, or 95-gallon wheeled recycling carts.
- The color and labeling of the recycling carts must distinguish them from the refuse carts, organic materials carts and yard waste carts.
- Customers may obtain a second 35-gallon, 65-gallon, or 95-gallon wheeled recycling cart at no additional collection cost.
- Proposers must identify their proposed recyclables processing facility or transfer station.
- This RFP requires that residential recyclables collected from Jordan under this Contract will be kept separate from other materials. Jordan loads of residential recyclables shall be weighed on designated truck scales and weights reported to the City. The Contractor shall retain truck scale weight tickets for City inspection upon request.
- Proposers should provide a specific list of resident instructions for sorting recyclable materials and setting out recycling carts.

3.3 Yard Waste Collection and Composting

The City intends to change its yard waste collection program to a subscription service under the new contract. Yard waste collection and disposal system requirements include (but are not limited to):

- Subscription, weekly yard waste collection and delivery for composting on a seasonal basis from approximately April through November each year.
- Eligible residents may subscribe for regular yard waste collection service and receive a 65-gallon yard waste cart.
- Proposers must provide proposed prices for yard waste cart service and price per bag for overflow bags.
- Proposers must identify their proposed composting facility or yard waste transfer station to be utilized.
- This RFP requires that yard waste collected from Jordan under this Contract will be kept separate from other materials. Weight/yardage totals from Jordan yard waste loads shall be reported to the City. The Contractor shall retain weight/yardage tickets for City inspection upon request.
- Proposers should provide a specific list of resident instructions for preparing and setting out yard waste carts and compostable yard waste bags.
- The City also has a drop off site at the Jordan Police Department. This will be serviced/hailed on call as needed by a large roll-over dropped off and to be filled by Jordan Public Works with their loader. Typically, this is needed to be hauled away once a month during the summer months.

3.4 Fall Curbside Leaf Collection Day

The City intends to offer a leaf collection day in the fall each year. Leaf collection and disposal system requirements include (but are not limited to):

- One (1) fall curbside leaf collection day for all residents within the service area, offered at no charge.
- Proposers must identify their proposed composting facility or yard waste transfer station to be utilized.
- Proposers should provide a specific list of resident instructions for preparing and setting out compostable leaf bags.

3.5 Source Separated Organic Materials Collection and Composting

The City intends to include source separated organic materials (SSOM) collection service under the new contract. The City recognizes there are many collection methods, new technologies and composting facilities available today for separated residential organic materials. Since we have created a secure drop off site we hope this service will be streamlined for this service contract. SSOM collection and processing system requirements include (but are not limited to):

- Two (2) -2yd dumpsters for organics drop off at the City of Jordan facility at the Jordan Police Department. By weekly pickup will be required or as needed if they become full sooner.
- Eligible residents may subscribe thru the City for a fob to be able to drop off organic materials at the secure drop off site.
- Proposers must provide proposed collection method and proposed prices for organic materials recycling service.
- Proposers must identify their proposed organic materials composting facility or transfer station to be utilized.
- Proposers should provide a specific list of resident instructions for preparing organic materials.

3.6 Christmas Tree Collection and Composting

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

- Annual Christmas Tree curbside collection for all residents within the service area, at no charge.
- Proposers must identify their proposed composting facility or yard waste transfer station to be utilized.
- Proposers should provide a specific list of resident instructions for preparing and setting out Christmas Trees.

3.7 Cart Ownership and Management

This RFP requires that the Contractor shall be responsible and pay for all aspects of cart management and operations including (but not limited to): transportation from the manufacturer, ordering, receiving, assembly, distribution (aka new cart “roll out”), excess cart inventory, spare parts inventory, warranty maintenance and other repairs.

Upon a change in Contractor, this RFP requires that the successful Contractor submit a detailed cart management and transition plan within two (2) months after the new Contract has been fully executed. For example, the Contractor shall include a summary that adequately describes these transition operations (e.g., timing and content of any public notices about cart switches, etc.). The Contractor shall be primarily responsible for all aspects of the transition operations, but shall keep the City fully informed of field operations during the transition period.

3.8 Cart Exchange / Delivery Fee

Residents may elect to change container sizes or add/remove a container once per calendar year without additional charge. After the first exchange, any additional exchange shall be subject to a service charge.

3.9 Fuel Surcharge / Environmental Fee

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

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

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

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

Other residents outside of the City’s sewer service area and residents in buildings consisting of more than 4 dwelling units may elect to “opt in” to the City-contracted services on a voluntary basis. The rates, definitions and other specifications for collection services for residents that “opt in” will be treated the same as other properties within the service area. The City would encourage the proposer to allow the entire Valley Green Mobile Home Park to option in at the same rates if they can agree to a contract for the entire park included every unit.

3.12 Walk-Up (Valet) Service

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

3.13 No-Out Fee

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

3.14 Bulky Items and Other Special Collections

The Contractor shall provide bulky item collection, processing and marketing or disposal services on an “on-call” basis. This may include other “on-call” special collections of other problem materials.

Proposers should provide a specific list of resident instructions (including notifying the Contractor) for preparing bulky items and other problem materials requiring special collections.

3.15 Refuse and Recyclables Collection from City Buildings and Park Facilities

Collection operations from City buildings and City park facilities under the new Contract should be similar to the current system. Improvements in the new Contract include the addition of recyclables and organic materials collection. The detailed listing of specified City buildings and City park facilities, along with their estimated level of refuse, recyclables, and organic materials collection service, is included in Attachment A – List of City Buildings, Parks and Events to be Served by the Contractor”. The City reserves the right to add other similar future facilities after consultation with the Contractor.

This RFP retains the current “free” system (i.e., no added charges to the City) for this added service of collections from City buildings and park facilities. High quality service to these City facilities is expected, including collections and customer service communications.

3.16 Collections from Special Events

The City participates in special events throughout the year (e.g., “Car Cruise”, “Heimatfest”, etc.). The Contractor shall provide refuse, recyclables, and organic materials containers and collections at these special events. All containers shall be clearly labeled. The City will work with the Contractor to plan and schedule these special events. The detailed listing of specified City events, along with their estimated level of refuse, recyclable, and organic materials collection service, is included in Attachment A – List of City Buildings, Parks and Events to be Served by the Contractor”.

This RFP retains the current “free” system (i.e., no added charges to the City) for this added service of collections from City events. High quality service to these City events is expected.

3.17 Collections from Clean-Up Days

The City of Jordan traditionally sponsors a spring and fall clean-up day each year. Materials accepted include refuse, bulk items (e.g., furniture and mattresses), and special wastes (e.g., electronics and appliances). The City is interested in making changes to the clean-up day events. Two potential options include two free one-day “curbside” bulky item collection for all residents within the service area or two free one-day bulky item “drop-off day” for City residents. Residents with special wastes would be directed to the Scott County HHW facility.

Proposals that include two free one-day “curbside” bulky item collection shall include all services to be provided by the Contractor. Proposals that include two free one-day bulky item “drop-off day” shall include services provided by the Contractor including staffing and equipment (such as rear loaders, roll off trucks, roll off boxes, and/or dumpsters). The clean-up events shall last about four (4) hours (which is the time open to the public). In both scenarios, the Contractor will be responsible for the collection and disposal of all bulky items. The City will work with the Contractor each year to plan and schedule this clean-up day events.

3.18 Public Education

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

3.18.1 Contractor Public Education Tools (Required Minimums)

The Contractor shall provide a series of minimum public education tools to resident customers in Jordan. This Section provides for specific Contractor public education requirements below. The following are public education products required of the Contractor:

- **“Annual Calendar”** – The Contractor shall produce and direct mail an annual calendar specific to the City of Jordan refuse and recycling program. Multiple versions shall be produced customized by collection day / route. The calendar shall specify the days of collection for refuse and recyclables for that route. The calendar shall also clearly itemize all acceptable and prohibited items in a manner that is consistent with this RFP and the Contract terms. This annual calendar shall be sent to all Jordan residents / customers under this Contract by December 20 of each year.
- **“Quarterly Newsletter”** – The Contractor shall produce a quarterly newsletter that provides updates on important and current news items about the City’s solid waste and recycling program. The newsletter may be electronic form (e.g., sent via email or available on the Contractor’s website), in hard-copy written form (e.g., as a direct mail piece as an enclosure with quarterly invoices), or both. Proposers shall clearly specify how they intend to produce and distribute their quarterly newsletter in their proposals.
- **“Recycling Cart Hang Tags”** – The Contractor shall produce and attach single-stream recycling education hang tags to the new recycling carts at time of cart distribution. The content of these hang tags shall include:
 - A full list of all recyclable items with images.
 - Cart set out and care instructions (e.g., where and how to place the carts; periodic washing of carts; etc.).

3.18.2 City Public Education Activities

The City will also have a series of public education responsibilities including such activities as:

- With advice from the Contractor, adopting clear and reasonable standards for residents to comply with solid waste and recycling program requirements (e.g., How and when to set out carts for Contractor pickup; Types of materials that are acceptable vs. prohibited; Sorting and preparation instructions; etc.).
- Maintaining and updating the City’s refuse and recycling website page including the residents’ compliance standards and the Contract rates and fees.
- Customer service complaint assistance for residents who are not satisfied with the Contractor’s service. (Residents must first contact the Contractor before contacting the City.)

Other City public education tasks may be proposed. Any other City tasks must be agreed to by both parties as part of the final Contract negotiations.

3.18.3 Other Contractor-Provided Public Education Tools (Optional)

The City encourages Proposers to be creative and assertive in proposing other public education tools. Examples of other, optional Contractor-provided public education tools could include (but are not limited to):

- Contractor’s own web page specific to Jordan.
- Other electronic/social media (e.g., email blasts, blogs, etc.).
- Residential recycling awards as additional incentives to participate in the City’s recycling program.
- “Leave behind education tags” – If the resident sets out a prohibited item that cannot be collected, the Contractor’s collection crew leaves behind a reminder card / notice for the resident that is left with or attached to the prohibited item. This is a very valuable and effective education tool, but not always feasible. Proposers may propose this or a substantially equivalent tool for educating residents when they set out prohibited items.

The City will review all proposals for their public education plans as part of its “overall environmental benefits” evaluation (see RFP Section 2.17, “Proposal Evaluation Criteria”).

3.18.4 The City Shall Approve All Public Education Materials

The Contractor shall submit “camera ready” draft versions of any and all public education materials for review and approval by the City at least two (2) weeks prior to going to print or release. This requirement will be facilitated through the City Administrator.

3.19 Customer Service and Communications

Proposers shall summarize customer service and resident communications plans. The Contractor shall maintain throughout the duration of the Contract a designated single contact person who is located in the Twin Cities area and who has sufficient authority to resolve issues when officially notified by City staff.

3.20 Annual Report

The Contractor shall submit an annual progress report to the City by February 1 of each year. This annual report shall include:

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

- Number of refuse accounts by service level
- Number of refuse overflow bags
- Number of accounts with multiple refuse carts
- Refuse tonnage from residents
- Number of recycling accounts by service level
- Number of accounts with multiple recycling carts
- Recycling tonnage from residents
- Recyclables composition estimates based on actual sorts from Jordan recyclables

- Recycling set-outs and participation rates
- Number of yard waste cart subscriptions
- Number of yard waste “on-call” or overflow bags set-outs
- Number of organic materials recycling subscriptions
- Number of bulky item “on-call” collections
- Number of accounts with walk-up “valet” service
- Refuse tonnages from City buildings, parks facilities, and events
- Recyclables tonnages from City buildings, parks facilities, and events
- Organics tonnages from City buildings, parks facilities, and events
- Any recycling rewards or other recognitions

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

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

Recommended public education plan for the next year including:

- Production and City approval schedules for annual calendar and quarterly newsletter
- Other recycling public education action steps for the next year

4 PAYMENT TERMS

The Contractor shall be responsible for billing Jordan residents directly and offer residents the ability to pay and receive bills electronically. The final Service Agreement (Contract) shall govern the terms and conditions of unit pricing, billing procedures, and other customer service administration based on the successful proposal.

Any and all rate or fee increases must first be proposed by Contractor and then must be approved by City Council before they can become effective. Any attempt by the Contractor to increase any rate or fee, without City Council approval, shall be null and void, and may subject the Contractor to the default remedies of the Contract. Also, any proposed request for retroactive City approval of any rate or fee increase already imposed on residents may be denied by the City. Fee decreases can be implemented by Contractor without City approval, but must be reported to the City Administrator at least two (2) weeks prior to the decrease.

4.1 Delinquent Accounts

Delinquent accounts shall be defined as those residents who have not paid and are 45 days past due. The Contractor will be responsible for collecting all charges from each unit and may not hold the City responsible for any uncollectible charges. The Contractor shall make good-faith efforts to collect all amounts due, including but not limited to: past due notification mailings, phone calls and use of a collection agency. All such efforts shall be documented and paid for by the Contractor.

For residential properties with delinquent accounts where the ratepayer is different from the property owner, the Contractor shall also notify the property owner. This notice shall mention the City policy to allow the Contractor to submit delinquent accounts to the City for consideration, review and approval

for the past due amount to be placed as an assessment on the property taxes. At least two (2) weeks prior to mailing, the Contractor shall submit to the City a draft of this notice for City review and approval.

If the amount continues to be delinquent past the 45 days from the account being declared “past due” by the above entity, the Contractor may submit these delinquent accounts once a year by September 1 to the City for consideration and review (the City will only assess balances due of \$50.00 or more). The Contractor shall submit a written request to the City of Jordan with adequate documentation of the efforts made to collect the past due amounts. The City may then declare the amount delinquent in approximately October each year. If the City determines that a good faith effort was made and that adequate documentation was submitted, the City shall place the amount on the property taxes associated with the property for which the amount is due. The City shall follow all legal practices required by the state and city ordinance to assess the delinquent amount to the property. If the delinquent account is placed on an official City assessment notification list, the City has the right to charge fees to the delinquent account to cover its fees associated with the assessment process.

If the residential account is deemed delinquent, the Contractor may switch the refuse container to the smallest container offered by the Contractor. However, the Contractor may not suspend refuse and/or recycling services to the delinquent account.

4.2 Late Fees

The Contractor may impose late fees to accounts that are 30 days past due. A maximum late fee totaling 15% of the balance due may be applied to the account.

4.3 Proposed Price Elements

All proposers shall submit a complete Price Worksheet (Form E). If the Proposer is awarded the Contract, this Price Worksheet will be the basis for final terms of the City-approved rate schedule.

The Price Worksheet requires proposers to split refuse collection and disposal costs.

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

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

5 INSURANCE AND OTHER LEGAL REQUIREMENTS

Proposers shall provide, prior to the effective date of the contract, evidence of adequate liability insurance at 1,000,000.00 combined single limit for auto and general liability. The City of Jordan shall be named as an additional insured. The Proposer shall file a current certificate of insurance with the City during the full term of the contract. Such policies shall provide for a thirty (30) day notice by the insurance company to the City of any changes, cancellations or lapses of such policies. The Proposer, if

awarded the contract, agrees to take all precautions to protect the public against injury and to hold the City harmless from all damages and claims that may arise by reasons of any negligence of the service by Proposer's agents or employees while engaged in the performance of the contract. The Proposer, if awarded the contract, agrees to indemnify the City against all claims arising from intentional or negligent actions by the Proposer/Contractor or persons hired by the Contractor. Proposer/Contractor shall provide Workers Compensation insurance for its employees as required by Minnesota Statutes.

5.1 Anti-Discrimination

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

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

5.2 Certificate of Non-Barred Proposing

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

5.3 Data Practices Act

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

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

5.4 Record Keeping / Audits

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

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

5.5 Compliance with State and Federal Employment Laws and Regulations

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

5.6 Legal Interpretation and Venue

The Contract to be awarded, shall be interpreted according to State of Minnesota law. Any action between the City and the Contractor shall be venue in Scott County District Court.

6 PROPOSAL CONTENT

6.1 Qualifications Section

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

- General management ability;
- Financial stability and strength; and
- Solid waste collection experience; including refuse, yard waste, recycling, organic materials, and bulky waste collections. This RFP requires Proposers to document their planned arrangements for refuse processing, either through a transfer station or direct to a mixed MSW resource recovery facility. Proposals must include written certification that adequate processing capacity has been secured. The Qualifications Section of each proposal must include the following subsections:

6.1.1 General Management

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

of past performance.

A clear statement of the management structure of the Proposer's company must be supplied.

Other management evaluation criteria will include, but will not be limited to the following factors:

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

6.1.2 Financial Stability and Strength

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

A specific letter from a surety company or a guarantor indicating the intent to provide the Proposer's performance bond must be provided in the proposal. Proposers must submit at least three (3) credit references.

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

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

6.1.3 Refuse and Recyclables Collection Experience

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

The Proposer must demonstrate the following:

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

6.2 Overview of Services

The Proposer shall describe services proposed in response to this RFP. This Overview shall provide

sufficient information to demonstrate the Proposer's clear understanding of the services requested by the City through this RFP.

6.2.1 Collection Proposal

The proposal shall describe the proposed collection service. The document shall provide sufficient information to demonstrate that the proposed service will, at a minimum, satisfy all of the performance objectives provided in this RFP and handle the quantity and composition of materials to be collected. The information should include, at a minimum, equipment descriptions and identification of and schedule for obtaining necessary permits.

6.2.2 Proposed Refuse Processing Plan

All refuse collected under this Contract, must be processed according to Minnesota Statutes (M.S. 115A.471 and M.S. 473A.848) (See RFP Section 3.1 for more details.) All Proposers must have secured adequate capacity for processing refuse under this Contract and proposals must fully describe their refuse processing plan including explicitly listing all resource recovery facilities and/or transfer stations to be used. Proposals must also include a dated and signed letter of intent from a resource recovery processing facility that states this facility has adequate processing capacity to handle the City's refuse. If a transfer station is also to be used, proposals must also include a dated and signed letter of intent from this transfer station owner.

6.2.3 Equipment and Route Description

The Proposer shall submit equipment specifications of all the equipment to be used. Form G, Itemized Listing of Trucks and Other Collection Equipment, is to be used for this purpose.

6.2.4 Road Weight Restrictions

The Proposer shall state in his list of truck equipment how the vehicle design and operation will meet all city, county and state load weight limits. The fully loaded gross vehicle weight and weight per axle shall be listed for each of the proposed trucks. The Proposer must acknowledge the City's required switch from alley side to curbside collection during the spring road restriction season.

6.2.5 Cart Management and Administration

The Proposer shall describe a plan for receipt, assembly, distribution, storage, maintenance, and replacement of carts.

6.2.6 Public Education Plan

The proposal must describe the public education services as specified in this RFP.

6.2.7 Operations Management Plan

The Operations Management Plan must include a description of the proposed management structure and approach, as well as a statement of the problems that the Proposer believes are likely to arise during collection, start-up, and for ongoing operations and the methods proposed to deal with them. This should include, at a minimum, such problems as: employee absenteeism; equipment breakdowns;

and capability to provide collection of optional/additional materials.

The Management Plan must address specifically how the Proposer will work with the City to identify and resolve consistent sources of problems. A Staffing Plan indicating number of employees and how they will be staffed to ensure collections capacity and customer service must also be included in the Operations Management Plan.

6.2.8 Clean-up Day Plan and Special Events

The Proposer shall submit a description of the intended approach to provide the bulky item clean-up day collection service. Describe proposed equipment and labor and how the Contractor will coordinate the event with the City. Describe a City – Contractor planning process and schedule that will more fully detail the work plan for the bulky item clean-up day.

Also, the City participates in several special events each year (e.g., “Heimatfest”). The Contractor shall provide refuse, recyclables, and organic materials containers and collections at these special events. Proposers shall describe their proposed equipment and labor and how they will coordinate special events with the City. Proposers shall also describe a City – Contractor planning process that will result in a successful City special event.

6.3 Price Proposals

All proposed prices shall be submitted on the attached forms and executed by an authorized official.

PROPOSAL FORMS

Responsive proposers must submit all of the following forms as an integral part of their proposals:

- Proposal Cover Letter
- Form A: Proposal Content Checklist
- Form B: Proposer Information Questionnaire (including references)
- Form C: Certification of Binding Signature
- Form D: Certification of Independent Proposal Pricing
- Form E: Price Worksheet
- Form F: Listing of Proposed Prices for Special Collection of Bulky Items
- Form G: Itemized Listing of Trucks and Other Collection Equipment
- Form H: Acknowledgement of Receipt of Addenda

All forms must be completed and submitted for the proposal to be deemed responsive. The Proposer must indicate clearly on the form(s) if any information is not applicable. All forms must be executed by an official authorized to bind the Proposer, and must be submitted as part of the proposal.

City of Jordan
RFP for Residential Solid Waste and Recycling Services

PROPOSAL FORMS:
RFP FORMS A THROUGH H

Instructions:

Please use this Word document to enter your responses to the RFP questions. When you're done, please print and sign the final forms for submittal with your proposal.

You may also print out this document, fill in your numeric answers by hand, attach additional sheets for typed narrative answers, and then sign the forms. All forms completed manually must be clear and legible.

FORM A: Proposal Content Checklist

Instructions: Please check off the forms and other proposal sections to assure that your proposal is complete and all forms are signed:

- Proposal Cover Letter
- Form A: Proposal Content Checklist
- Form B: Proposer Information Questionnaire (including references)
- Form C: Certification of Binding Signature
- Form D: Certification of Independent Proposal Pricing
- Form E: Price Worksheet
- Form F: Listing of Proposed Prices for Special Collection of Bulky Items
- Form G: Itemized Listing of Trucks and Route Planning
- Form H: Acknowledgement of Receipt of Addenda

FORM B: Proposer Information Questionnaire

General Contact Information

Name of Company Proposing: _____

Name of Parent Company: _____

Address: _____

Telephone: _____

Email: _____

Website: _____

Name of contact person: _____

References: Please provide on separate page(s) 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, etc.).

Qualifications Questionnaire

Complete this Section as described in RFP Section 6

General Management (RFP Section 6.1.1)

Financial Stability and Strength (RFP Section 6.1.2)

Refuse and Recyclables Collection Experience (RFP Section 6.1.3)

Business Information

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

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 non-completion. 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?

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 employment, environmental, zoning, or public health laws or regulations? Yes No

If so, state the details and disposition.

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?

Yes No

If so, list these lawsuits.

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

Service Information

Overview of Services (RFP Section 6.2)

Collection Proposal (RFP Section 6.2.1)

Refuse Processing Plan (As per instructions in RFP Section 6.2.2)

What is your refuse processing plan, including resource recovery facility selected and/or any transfer station?

Have you secured a dated and signed letter of intent from a Resource Recovery Facility and/or transfer station (if one is to be used) to Provide Refuse Processing Services and is this letter of intent attached? Yes No

Transition and Cart Management Plan (RFP Section 6.2.5)

Clean-Up Day Plan (RFP Sections 3.17 and 6.2.8)

Do you propose a curbside bulky item collection day or a one-day bulky item drop-off? What is your collection and disposal plan for this event?

Special Events (RFP Section 6.2.8)

Identification of Proposed Disposal, Recycling, Composting Facilities (RFP Sections 3.1 through 3.6)

List of proposed facilities to be utilized for refuse, recyclables, yard waste, source separated organic materials, and Christmas trees.

Impacts on Roads (As per instructions in RFP Section 6.2.3, "Equipment and Route Description" and RFP Section 6.2.4, "Road Weight Restrictions")

The City will require that all refuse collection vehicles are in full compliance with City, County and State road weight restrictions. What are your plans for reducing impacts on roads and means to comply with road weight restrictions?

Organic Materials Collection Plan (As per instructions in RFP Section 3.5, “Source Separated Organic Materials Collection and Composting”)

Public Education (As per instructions in RFP Section 6.2.6, “Public Education Plan”)

The City and the Contractor will plan for an education campaign as specified in Section 3.18 of the RFP.

What education efforts you have used in the past that are directly relevant to this scope of service?

What are your plans for additional public education efforts?

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

Authorized Signature

Printed Name

Date

FORM C: Certification of Binding Signature

Instructions: All forms provided in this RFP are required to be completed and be executed by an official authorized to bind the Proposal offer. All completed forms shall be made a part of the Respondent’s proposal. All proposal forms must be signed by the same authorized person.

The undersigned Respondent further certifies that he/she has read the information submitted by the Proposer and has personal knowledge that the information submitted is true and correct.

I, _____
(Name of Authorized Officer)

_____ of _____
(Title) (Proposer Firm name)

(Date)

I swear that I am authorized to execute all Proposal forms included in this Proposal response to the RFP and to bind the company to these agreements; and swear that I have read the information contained in this Proposal and that I have personal knowledge that it is true and correct.

FORM D: Certification of Independent Proposal Pricing

Instructions: This form shall be executed by the authorized official to bind the company.

The Proposer makes the following representations and certifications as part of this proposal:

The undersigned respondent certifies that the Proposer has not directly or indirectly entered into any agreement, express or implied, with any other Proposer(s) for any of the following:

- A. Controlling of the price of such proposal(s);
- B. Limiting of the number of proposals or Proposers; or
- C. Parceling or farming out to any Proposer(s) or other persons of any part of the Contract or any part of the subject matter of the proposal(s) or of the profits.

The undersigned respondent certifies that they have not and will not divulge the sealed proposal to any person except those as a part of a legitimate Team as per the specifications of this RFP or having a partnership or other financial interest with them in said proposal or proposals until after the Contract is fully executed or until the City publicly releases this sealed information.

The undersigned respondent further certifies that the Proposer has not been a party to any collusion including, but not limited to, actions such as:

- A. Proposers restraining the freedom of competition by agreement to make a proposal at a fixed price or pre-arranged price limit;
- B. Refraining from submitting a proposal at a fixed or pre-arranged price limit; or
- C. Refraining from submitting a proposal.

The undersigned respondent further certifies that the Proposer has not engaged in any prohibited contact or conflict of interest with any City official or its agents such as, but not limited to:

- A. Discussion of service quantity, quality, or price in the prospective Contract or any other terms of said prospective Contract; or
- B. Any other prohibited discussions between the Proposers and City officials or agents concerning exchange of money or other things of value for special consideration in the letting of a Contract.

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

Printed Name

Authorized Signature

Date

FORM E: Price Worksheet

All fees listed on this form shall exclude state solid waste management tax. Per Section 3.9, no fuel surcharge or environmental fees shall be applied to services offered through this RFP.

Proposed Refuse Collection Fees

(See RFP Section 3.1, “Refuse Collection and Processing”, for more details)

Units: Proposed \$ per household per month.

Service Level	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023	Jan 1 - Dec 31 2024	Jan 1 - Dec 31 2025	Jan 1 - Dec 31 2026
35-gallon EOW					
35-gallon weekly					
65-gallon weekly					
95-gallon weekly					

*EOW – Every other week

Proposed Refuse Collection Fees for Additional Cart(s)

(See RFP Section 3.1, “Refuse Collection and Processing”, for more details)

Units: Proposed \$ per household per month.

Service Level	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023	Jan 1 - Dec 31 2024	Jan 1 - Dec 31 2025	Jan 1 - Dec 31 2026
35-gallon					
65-gallon					
95-gallon					

Proposed Overflow Bag of Refuse Fee

(See RFP Section 3.1, “Refuse Collection and Processing”, for more details)

Units: Proposed \$ per each overflow bag.

Service Level	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023	Jan 1 - Dec 31 2024	Jan 1 - Dec 31 2025	Jan 1 - Dec 31 2026
Overflow Bag of Refuse					

Proposed Recycling Collection Fees

(See RFP Section 3.2, “Recyclables Collection and Processing”, for more details)

Units: Proposed \$ per household per month.

Service Level	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023	Jan 1 - Dec 31 2024	Jan 1 - Dec 31 2025	Jan 1 - Dec 31 2026
35-gallon EOW					
65-gallon EOW					
95-gallon EOW					

*EOW – Every other week

Proposed Yard Waste Collection Fee

(See RFP Section 3.3, “Yard Waste Collection and Composting”, for more details)

Proposers shall base collection fees on a minimum of 100 subscription accounts or hauler choose to option out of this required service.

Units: Proposed \$ per household per season (approximately Apr-Nov).

Service Level	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023	Jan 1 - Dec 31 2024	Jan 1 - Dec 31 2025	Jan 1 - Dec 31 2026
65-gallon weekly					

Proposed Overflow Bag of Yard Waste Fee

(See RFP Section 3.3, “Yard Waste Collection and Composting”, for more details)

Units: Proposed \$ per overflow compostable bag of yard waste.

Service Level	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023	Jan 1 - Dec 31 2024	Jan 1 - Dec 31 2025	Jan 1 - Dec 31 2026
Overflow Bag of Yard Waste					

Proposed Cart Exchange/Replacement Delivery Fee

(See RFP Section 3.8, “Cart Exchange / Delivery Fee” for more details)

Units: Proposed \$ per delivery occurrence.

Service Level	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023	Jan 1 - Dec 31 2024	Jan 1 - Dec 31 2025	Jan 1 - Dec 31 2026
Per Delivery					

Proposed Walk-Up (Valet) Fee

(See RFP Section 3.12 “Walk-Up (Valet) Service” for more details)

Units: Proposed \$ per each month.

Service Level	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023	Jan 1 - Dec 31 2024	Jan 1 - Dec 31 2025	Jan 1 - Dec 31 2026
Walk-Up (Valet)					

Proposed No-Out Fee

(See RFP Section 3.13 “No-Out Fee” for more details)

Units: Proposed \$ per each occurrence.

Service Level	Jan 1 - Dec 31 2022	Jan 1 - Dec 31 2023	Jan 1 - Dec 31 2024	Jan 1 - Dec 31 2025	Jan 1 - Dec 31 2026
Per Occurrence					

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

Authorized Signature

Printed Name

Date

FORM H: Acknowledgement of Receipt of Addenda

Please acknowledge receipt of addenda to the City’s RFP for Solid Waste and Recycling Services with your signature. An opportunity to acknowledge up to five (5) addenda is included in this form but does not necessarily mean that any addenda will be provided.

- Addendum 1
- Addendum 2
- Addendum 3
- Addendum 4
- Addendum 5

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

Authorized Signature

Printed Name

Date

Attachment A

List of City Buildings, Parks, and Events To Be Served by the Contractor

Name and Location	Type	Estimated Service Level
Jordan City Hall 210 1 st St E	Refuse Recycling	1-2yd 2x/week 1-2yd 1x/week
Fire Station 501 Varner St N	Refuse Recycling	1-2yd 1x/week 1-2yd 1x/week
Police Station 705 Syndicate St	Refuse Recycling	1-2yd 1x/week 1-2yd 1x/week
Museum 115 Water St	Refuse Recycling	1-95 gal. cart 1x/week 1-95 gal. cart
101 1 st St Apartment 101 1 st St E	Refuse Recycling	2-96 gal. cart 1x/week 1-96 gal. cart
Waste Water Treatment Plant 903 Syndicate St	Refuse Recycling Grit	1-4yd 2x/week 1-2yd 2x/week 1-2yd 1x/week
Mini Met Baseball Park Rice Street	Refuse Recycling Cardboard	1-8yd 2x/week 1-2yd 1x/week 4-8yd 2x/week
Lions Park Creek Lane South	Refuse Recycling	1-95 gal. cart 1x/week (seasonal) 1-95 gal. cart 1x/week (seasonal)
Lagoon Park Park Drive	Refuse Recycling	10-95 gal. carts 1x/week (seasonal) 10-95 gal. carts 1x/week (seasonal)
Car Cruise and Street Festival 1 st St E	Refuse Recycling Organics	15-95 gal. carts&1-8yd (September) 15-95 gal. carts 5 95 gal. carts
Heimatfest Celebration Park Drive (Lagoon Park)	Refuse Recycling Organics	15-95 gal. carts&1-8yd (September) 15-95 gal. carts 5-95 gal. carts

- Any other similar future facilities, parks, or events as designated by the City Administrator.
- Seasonal collection is estimated to be April 1 – October 31; dates subject to change by the City.
- Collection and disposal of Treatment Plant Grit shall be picked up one time per week.