



City of Corcoran

Request for Proposals (RFP) For Residential Recycling Services

June 24, 2025

1. INTRODUCTION

This request for proposals (RFP) defines the service standards, specifications and proposal requirements of the residential recycling collection program for the City of Corcoran, Minnesota. City of Corcoran shall be hereinafter referred to as the “City”.

The City seeks to enter into a recycling contract with a company that has the resources and ability to provide residential recyclable materials collection services for the City.

It is the intent of the City to accept and evaluate proposals for residential recycling services including collection, processing, and marketing. The goals of the City are to maximize the fullest recovery possible of recyclable materials from all residents and to achieve the most cost-effective solution.

The City encourages Proposers to submit their best proposal possible. Proposers may alter the requirements within this RFP if proposals explicitly describe the change, rationale and price implications. For example, Proposers may propose multiple design scenarios. Each scenario proposed must have a distinct, associated price.

Proposers may elect to propose to include “revenue sharing” in their price formula. This proposal option is present in each of the scenarios. Proposers may also elect to not include revenue sharing such that their proposed service charges reflect a “flat fee” approach whereby the Proposer intends to keep all revenue from sale of recyclable materials.

This RFP does not imply, and should not be interpreted to imply, a proposed set of final contract terms. A final contract will be negotiated with the successful contractor. This RFP and the successful proposal will be a basis for these negotiations. The final contract shall supersede and replace this RFP and successful proposal, unless agreed to otherwise.

2. BACKGROUND

The City’s current recycling contract requires single-family households to be serviced on the frequencies and schedules described in Table 1.

Table 1
Collection Frequency and Days

City	Collection Frequency	Collection Day of Week
Corcoran	Bi-Weekly	Tuesday

The current collection days for the City shall be maintained under the new Contract.

The current demographics of the City are listed in Table 2.

Table 2
Demographics

City	Population	Curbside Recycling Household Counts	Single Family Homes	Multi-Family Dwelling Units
Corcoran	8688	3003	3003	0

The City currently has a single-stream recycling program for fiber and rigid containers. Paper products accepted in the City’s recycling programs include old newspaper (ONP), old magazines (OMG) including catalogs, old corrugated containers (OCC), household office paper and mail (HOPM), old boxboard (OBB), phone books, paperback books, and notebooks. Rigid containers accepted in the program include glass bottles and jars, plastic bottles with a neck, steel food cans, and aluminum cans.

3. GENERAL REQUIREMENTS FOR RESIDENTIAL COLLECTIONS

3.1 Proposer Service Requirements

The Proposer agrees to provide residential recycling services to all single-family households and agrees to provide recycling services to any future established multi-housing developments in the City. Additionally, the Proposer agrees to provide residential recycling services to Maple Hill Estates on substantially similar terms and at the same or more favorable rate as that provided to the City, through a direct contract negotiated between the Proposer and Maple Hill Estates.

3.2 Collection Vehicle Equipment Requirements

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. Each collection vehicle shall be equipped with the following:

- a. Two-way communications device.
- b. First aid kit.
- c. An approved 2A10BC Dry Chemical Fire Extinguisher.
- d. Warning flashers.
- e. Warning alarms to indicate movement in reverse.
- f. Signs on the rear of the vehicle which states **“This Vehicle Makes Frequent Stops”**.
- g. A broom and shovel for cleaning up spills.

All of the required equipment must be in proper working order. All vehicles must be maintained in proper working order and be as clean and free from odors as possible. All vehicles must be clearly identified on both sides with Proposer’s name and telephone number.

3.3 Personnel Requirements

Proposer shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this RFP. The Proposer will provide a Route Supervisor to oversee the recycling route drivers servicing the City. The Route Supervisor will be available to address customer concerns each day. The Proposer shall have a dispatch customer service representative on duty Monday through Friday from 7:00 a.m. to 5:00 p.m to receive customer calls and route issues. The Proposer shall provide a 24-hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

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

- a) Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b) Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
- c) Be clean and presentable in appearance, as so far as possible.
- d) Wear a uniform and employee identification badge or name tag.
- e) Drive in a safe and considerate manner.
- f) Manage 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 in its curbside 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.
- i) Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.
- j) Be in possession of a valid MN CDL if an individual's duties include driving a commercial vehicle

3.4 Point of Collection

Except for municipal facilities, all recyclable material collection service will occur at the curbside.

3.5 Recycling Containers

Proposer shall provide containers for use in single-stream collection programs.

The Proposer will maintain an inventory of new and replacement containers and will be required to service and repair damaged containers. Proposer shall maintain sufficient cart inventory of various sizes to meet supply and demand needs for the entire term of the contract.

The standard cart size shall be approximately 60-gallons. The carts shall be uniform and consistent in color and design and have a recycling symbol and approved instruction label

attached, so as to be easily identified by the resident/customer and the Proposer Driver as the container for recyclable materials collection.

Carts approximately thirty and ninety-gallons in size shall be of similar design and shall be provided to residents who request a different level of service. Additional carts will be provided at no extra charge to residents who request them.

Each cart will be delivered with a package of recycling information provided by the Proposer and approved by the City explaining what and how to recycle using the single-stream method.

The Driver is required to record and report to Proposer dispatch the location of any cart that is damaged and that cart shall be repaired or replaced by the Proposer or designated subcontractor within one (1) week of the report of damage.

3.6 Collection

Recycling carts shall be placed by the residents at curbside on collection day, with the handle toward the house and the lid opening toward street. The Proposer shall collect from each participating household, all acceptable materials that have been prepared according to publicized procedures. The driver is required to place the emptied cart back down in the same curbside location as set by the resident. In no case is the cart to be left in the street.

The City assumes that all residents receiving single-stream curbside collection service will be collected once every two weeks.

3.7 City Retains Right to Specify Resident Preparation Instructions

The Proposer shall agree that it is the City's sole right to clearly specify the resident sorting and setout requirements. Such information shall be included in the City's newsletters and web pages as well as any public education pieces distributed by the Proposer with approval from the City.

3.8 Procedure for Unacceptable Recyclable Materials

If Proposer determines that a resident has set out unacceptable or non-targeted recyclable materials, the driver shall use the following procedures:

Driver Education Tag

Proposer shall leave the non-targeted materials in the resident's curbside recycling bin and leave a City approved "education tag" indicating acceptable materials and the proper method of preparation.

Recording Addresses with Unacceptable Materials

The driver shall record the address on forms acceptable to the City. Proposer shall report the address to the City contact at the end of each collection week.

If this procedure for handling non-targeted materials is not feasible, the Proposer must so specify and propose and explain an alternative public education system to maintain and improve quality of recyclable materials set out by residents.

3.9 Collection Hours

Proposer shall maintain sufficient equipment and personnel to assure that all collection operations commence no earlier than 7:00 a.m. and are completed by 6:00 p.m. on the scheduled collection day.

3.10 Cleanup Responsibilities

Proposer shall adequately clean up any materials spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with a broom and shovel for use in cleaning up any spills. Any unacceptable materials left behind should be secured within resident's recycling container, if provided. Driver shall take all precautions possible to prevent littering of unacceptable recyclable materials. Proposer shall have no responsibility to remove any items that are not recyclable materials.

3.11 Missed Collection Policy & Procedures

In the City's public education information, residents will be directed to call the Proposer for missed collections and other service issues.

The Proposer shall designate a staff person as an account representative for the City. A direct phone number (e.g., cellular phone, etc.) shall be provided for City staff to use for purposes of communicating immediate service needs. The Proposer shall also designate a back-up contact person, including a corresponding second, direct phone number. These Proposer phone numbers will not be published in public education literature, but rather used by City administrative staff.

The Proposer shall have a duty to pick up missed collections. Proposer agrees to pick up all missed collections on the same day that the Proposer receives notice of a missed collection, provided notice is received by Proposer before 11:00 a.m. on a business day. With respect to all notices of a missed collection received after 11:00 a.m. on a business day, Proposer agrees to pick up that missed collection before 6:00 p.m. on the business day immediately following.

Proposer shall provide staffing of a telephone-equipped office to receive missed collection complaints between the hours of 7:00 a.m. and 5:00 p.m. on weekdays, except holidays. The Proposer shall have an answering machine or voice mail system activated to receive phone calls after hours. Proposer shall keep a log of all calls, including the subject matter, the date and time received, the Proposer's response, and the date and time of response. This information shall be provided to the City upon request.

3.12 Non-Completion of Collection and Extension of Collection Hours

If the Proposer determines that the collection of recyclable materials will not be completed by 6:00 p.m. on the scheduled collection day, Proposer shall notify the City's contact person by 3:30 p.m., and request an extension of the collection hours. Proposer shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion.

3.13 Severe Weather

Recycling collections may be postponed due to severe weather at the sole discretion of the Proposer. Upon postponement, collection will be made on a day agreed upon between the Proposer and the City.

3.14 Annual Recycling Calendar, Holidays

The City shall publish the yearly calendars including alternate collection days, with assistance from the Proposer. Holidays refers to any of the following: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the City and Proposer. In no instance will there be more than one holiday during a collection week. When the scheduled collection day falls on a holiday, collection for that day will be collected one day later.

3.15 Weighing of Loads

Proposer will keep accurate records consisting of an approved weight slip or electronic equivalent with the date, time, collection route, driver's identification, vehicle number, tare weight, gross weight, net weight, and number of recycling stops for each loaded vehicle. Collection vehicles will be weighed quarterly or semi-annually to obtain a tare weight. Paper or electronic versions of each weight ticket shall be maintained on file by the Proposer for at least three years in the event of an audit by the City.

3.16 Unauthorized Collection

Only a licensed recycling hauler under contract with the City or with the property owner shall collect, remove, or dispose of recyclables after they have been set out for collection. The City's recycling Proposer's employees may not collect or scavenge through recycling in any manner that interferes with the contracted recycling services.

The Proposer shall report to the City any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection containers.

3.17 Utilities

The Proposer shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Proposer's operations, under the executed contract, Proposer shall repair or replace same, or failing to do so promptly, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from payment to be made to the Proposer.

3.18 Damage to Property

The Proposer shall take all necessary precautions to protect public and private property. Except for reasonable wear and tear, the Proposer shall repair or replace any private or public property, including, but not limited to sod, mailboxes, or recycling bins, which are damaged by the Proposer. 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 Proposer 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 Proposer shall fully reimburse the City for any of its reasonably incurred expenses. The Proposer shall reimburse the City for any such expenses within ten (10) days of receipt of the City's invoice. Alternatively, the City may offset such expenses from any amounts owed to the Proposer.

3.19 Municipal Facilities

The Proposer will provide free recycling service, at least every other week at the City's municipal building, 8200 County Road 116; primary Public Works facility, 9100 County Road 19, secondary Public Works facility, 9525 Cain Road; Wildflower Park, 6604 Wildflower Trail, and City Park, 20200 County Road 50 (seasonal use including Country Daze festival) and newly constructed parks which are built during the contract period. In general, the Proposer will provide carts (wheeled carts with lids, with approximately 60-gallons capacity) or other mutually agreed upon containers to facilitate that service. The carts shall be labeled by the Proposer with appropriate stickers to identify the acceptable recyclable commodities.

3.20 Reports

Materials Reports

The Proposer will report, on a quarterly and yearly basis, the following information regarding the City's recyclable materials quantities (in tons):

- Number of curbside recycling "stops" (i.e., number of households with recyclables set out at the curb) per collection (i.e., weekly or bi-weekly stop count);
- Gross amounts of materials collected, by recyclable material;
- Net amounts of materials marketed, by recyclable material;
- Amounts stored, by recyclable material, with any notes as to unusual conditions;
- Amounts of process residuals disposed
- Composition of process residuals disposed; and
- Revenue share credits back to the City (if any).

Quarterly reports shall be due to the City on April 10 (Jan-Mar), July 10 (Apr-Jun), October 10 (Jul-Sept) and January 10 (Oct-Dec) for material collected by the Proposer during the preceding calendar month. Annual reports to the City shall be due by the last day of January for materials received by the Proposer during the preceding calendar year. The Proposer will be encouraged to include in its annual report recommendations for continuous improvement in the City's recycling programs (e.g., public education, reduction of non-targeted materials, etc.).

Customer Relations Report

The Proposer shall provide the City with the following reports upon request:

- A list of all customer complaints, including a description of how each complaint was resolved.

- A list of all addresses where education tags were left for residents and why the tags were left.
- A list of all missed pick-ups reported to the Proposer.

3.21 Publicity, Promotion, and Education

City - Provided Public Education

The City shall prepare and distribute recycling information to residents each year. For example, the City may produce brochures with the annual calendar of recycling collection dates, include articles in their municipal newsletters, and/or include recycling instructions on their web sites.

Proposer – Provided Public Education

The Proposer shall conduct its own promotions and public education to increase participation and improve compliance with City-specified resident preparation instructions. At a minimum, this shall include distribution of resident education tags to be left by curbside collection crews if any non-targeted material is rejected and left at the curb. The Proposer shall submit a draft of any public education literature for approval by the City, at least one (1) month before printing and distribution of any such literature.

4. MATERIALS PROCESSING AND MARKETING

4.1 Processing Facilities Must Be Specified

It is intended that all recyclable materials collected by the Proposer will go to recycling markets to be manufactured into recycled content products.

The Proposer shall assure the City that adequate recyclable material processing capacity will be provided for material collected. The proposals must clearly specify the location(s) of its recyclable materials processing facility (or subcontractor's facility) where material collected from the City will be delivered and/or processed. The Proposer shall provide written notice to the City at least 60 days in advance of any substantial change in these or subsequent plans for receiving and processing recyclable materials collected from the City.

Upon collection, the City's Proposer shall deliver the designated recyclable materials to a recyclable material processing center, an end market for sale or reuse, or to an intermediate collection center for later delivery to a processing center or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclable materials in a mixed municipal solid waste disposal facility.

Proposer shall assure that all recyclable materials collected in the City are not landfilled, composted or incinerated except for process residuals. The Proposer shall dispose of no more than 7% of material (by weight) as process residuals as part of recyclable materials processing operations. No recyclable materials will be landfilled, composted or incinerated by the Proposer without written authorization from the City and the Minnesota Pollution Control Agency / Office of Environmental Assistance.

4.2 Lack of Adequate Market Demand

In the event that the market for a particular recyclable material ceases to exist, or becomes economically depressed that it becomes economically unfeasible to continue collection, processing and marketing of that particular material, the Proposer shall give written notice to the City. The notice shall include information demonstrating the effort the Proposer has made to find market sources, and the financial information justifying the conclusion that the market is economically unfeasible. At such conclusion, the City and the Proposer will both agree in writing that it is no longer appropriate to collect such item before collection ceases.

Proposer shall pay the costs of all disposal of any item collected that is deemed not recyclable by Proposer and the City due to lack of adequate market demand. The City and Proposer shall specify a date in the said written agreement to cease collection of the recyclable material in question. Proposer shall at all times be under a duty to minimize recyclable materials ending up in landfill or incineration. If such disposal becomes necessary, Proposer shall dispose of the materials at a facility specified in writing by the City or an alternative agreed upon by the City and the Proposer.

4.3 Estimating Materials Composition as Collected

The Proposer shall conduct at least one materials composition analysis of the City's recyclable materials each year to estimate the relative amount by weight of each recyclable commodity by grade or offer a suitable alternative to a composition analysis.

4.4 Estimating Process Residuals

The Proposer shall provide the City a written description of the means to estimate process residuals derived from the City's recyclable materials. This written description shall be updated by the Proposer immediately after any significant changes to the processing facilities used by the Proposer.

4.5 Performance Monitoring

The City will monitor the performance of the Proposer against goals and performance standards required within this RFP and in the contract. Substandard performance as determined by the City will constitute non-compliance. If action to correct such substandard performance is not taken and diligently pursued reasonably promptly by the Proposer or if such substandard performance is not cured within 60 days after being notified by the City, the City may initiate the contract termination procedures.

5. PAYMENT AND DAMAGES

5.1 Compensation for Services

The proposer shall include two (2) billing options in the proposal to include billing residents annually (January) or quarterly (January, April, July, October) for recycling collection services provided to the City as described in the Proposer's proposal based on the number of household units certified by the City. One option will be selected by the City and made part of an executed contract. Provider shall deliver to the City reasonable documentation to demonstrate billing to and non-payment by delinquent accountholders. Unpaid bills supported by sufficient

documentation will be paid by the City and assessed to property owners. By November 1st of each year the City will review the number of certified units and notify Proposer of any changes.

Proposer shall submit itemized bills for recycling collection services provided to the City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

5.2 Revenue Sharing

All qualified proposals shall state explicitly if the Proposer elects to participate in revenue sharing with the City. If the City awards its contract to a Proposer that has elected to propose revenue sharing, and if the final contract negotiated includes revenue sharing, the Proposer shall, on a monthly basis, rebate an amount to that City based on a mutually agreed upon formula.

If a revenue sharing component is offered for any commodity, each month the Proposer shall provide adequate documentation of the revenue sharing rebate calculation, including monthly estimates of: tons for all commodities, monthly index prices, margin prices, and total net revenue share amounts. The City understands that at times of poor market conditions, net revenues may equal zero, but shall not go negative. The City shall not be charged for net revenue sharing, only credited or neutral (e.g., \$0 per ton). i.e., the Margin Price shall serve as the effective “floor price” for net revenue by commodity.

The Proposer shall provide copies of the referenced published Index Prices with each monthly invoice statement.

The Proposers shall clearly describe their means for allocating recyclable tonnage to the City in their proposals. The Proposers shall also provide a detailed explanation of how the tonnage “split” estimates will be calculated for each commodity. The City reserves the right to conduct reasonable audits of any revenue sharing data maintained by the Proposer during the term of the contemplated contract with Provider.

5.3 Administrative Penalties

The Proposer shall agree, in addition to any other remedies available to the City, that the City may withhold and retain payment from the Proposer in the amounts specified below as Administrative Penalties for failure of the Proposer to fulfill its obligations.

The following acts or omissions shall be considered a breach of the contract subject to Administrative Penalties:

- a) Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner - \$50 per incident.
- b) Failure to collect properly notified missed collections (as per Section 3.11 of this RFP) - \$250 per incident.
- c) Failure to provide monthly and annual reports (as per Section 3.20 of this RFP) - \$100 per incident.
- d) Failure to complete the collections within the specified timeframes (as per Sections 3.9 and 3.12 of this RFP) - \$100 per incident
- e) Failure to clean up from spills during collection operations (as per Section 3.10 of this RFP) - \$250 per incident

- f) Failure to report on changes in location of recyclable materials processing operations - \$250 per incident.

The Proposer shall be liable for Administrative Penalty amount(s) upon determination of the City that performance has occurred that is not consistent with the provisions of the contract. The City shall notify Proposer in writing or electronically of each act or omission discovered by the City. It shall be the duty of the Proposer to take whatever steps or action may be necessary to remedy the cause of the complaint. Nothing in this section shall limit the City's right to terminate the contract with the Proposer or exercise any other rights contained herein or within the contract.

The City may deduct the full amount of any Administrative Penalties from any payment due to the Proposer. The remedy available to the City under this paragraph shall be in addition to all other remedies which the City may have in law or at equity.

Exceptions: For the purposes of this RFP and subsequent contract, the Proposer shall not be deemed to be liable for Administrative Penalties where its inability to perform recycling collection service is the result of conditions beyond the control of the Proposer, including but not limited to civil disorder, acts of God, inclement weather severe enough that trucks cannot safely take collections, provided however, that the Proposer shall obtain the approval for the delay from the City's contact person or their designee prior to 3:30 p.m. of the scheduled collection day.

6. INSURANCE AND OTHER LEGAL REQUIREMENTS

6.1 Insurance

The Proposer shall carry and file insurance certificates with the City showing proof of workers' compensation insurance (including employer's liability insurance), commercial general liability insurance, and automobile liability insurance in accordance with the minimum requirements set forth below. The City, including its elected and appointed officials, employees, and agents, shall be named as an additional insured in all such policies with the exception for workers' compensation insurance.

1. General Liability. The Proposer agrees to maintain Commercial General Liability insurance in a minimum amount of \$2,000,000 per occurrence; \$4,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, limited pollution liability, personal injury, advertising injury, and contractually assumed liability.

2. Automobile Liability. The Proposer shall maintain Business Automobile Liability Insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$2,000,000 per occurrence.

3. Workers' Compensation. The Proposer agrees to provide Workers' Compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Proposer shall also carry Employers' Liability Coverage with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

The Proposer's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Proposer's performance under its contract with the City.

The Proposer's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.

6.2 Worker's Compensation

The Proposer shall provide evidence of Workers Compensation insurance covering all employees of the Proposer and subcontractors engaged in the performance of the contract, in accordance with the Minnesota Workers Compensation Law.

6.3 Employee Working Conditions and Respondent's Safety Procedures

The Proposer will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

6.4 Equal Opportunity

During the performance of the executed contract, the Proposer, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor Regulations 41CFR, Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Proposer shall take affirmative action to insure that applicants for employment are qualified, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability, national origin, or genetic information.

Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

In the event of noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, in addition to other remedies as provided by law.

6.5 Compliance with Laws & Regulations

In providing services hereunder and in the executed contract, the Proposer shall abide by all statutes, ordinances, rules, and regulations pertaining to the provision of services to be provided hereunder. Any violation shall constitute a material breach of the executed contract.

6.6 Governing Law

The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Proposer.

6.7 Waiver

Any waiver by either party of a breach of any provisions of the executed contract shall not affect, in any respect, the validity of the remainder of the executed contract, nor shall such a waiver affect the non-breaching party's rights to assert a breach for a subsequent same or similar violation.

6.8 Termination

The City may cancel the contract if the Proposer fails to fulfill its obligations under the contract in a proper and timely manner, or otherwise violates the terms of the contract if the default has not been cured after 60 days written notice has been provided. The City shall pay Proposer all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Proposer as specified in this RFP shall, at the option of the City, become the property of the City, and the Proposer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

6.9 Severability

The provisions of the executed contract are severable. If any portion hereof and in the executed contract is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the same contract.

6.10 Accounting Standards

The Proposer agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

6.11 Retention of Records

The Proposer shall retain all records pertinent to expenditures incurred under this contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property.

6.12 Data Practices

The Proposer agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality, and to cooperate with the City in meetings its obligations under the same. The Proposer must immediately report to the

City any requests from third parties for information relating to the contract. The City agrees to promptly respond to inquiries from the Proposer concerning data requests. The Proposer agrees to hold the City, its officers, and employees harmless from any claims resulting from the Proposer's unlawful disclosure or use of data protected under state and federal laws. During the evaluation process, only the company names of Proposers submitting proposals will be made public. All proposal documents shall be held as confidential until the City Council awards a new contract and authorizes staff to execute the new contract, at which time such documents shall become public data.

6.13 Inspection of Records and Disclosure

All Proposer records with respect to any matters as specified in this RFP and subsequent contract agreements shall be made available to the City or its duly authorized agents at any time during normal business hours, as often as the City deems necessary to audit, examine and make excerpts or transcripts of all relevant data.

Any reports, information, data, etc. given to, prepared, or assembled by the Proposer under a future contract shall not be made available by the Proposer to any other person or party without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, photographs, and reports prepared by the Proposer shall become the property of the City upon termination of the City's contract with the Proposer.

6.14 Independent Contractor

Nothing contained in this RFP is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Proposer shall at all times remain an independent Contractor with respect to the services to be performed under this contract. Any and all employees of Proposer or other persons engaged in the performance of any work or services required by Proposer under this contract shall be considered employees or sub-contractors of the Proposer only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Proposer.

6.15 Transfer of Interest

The Proposer shall not assign any interest in the contract, and shall not transfer any interest in the contract either by assignment or novation, without the prior written approval of the City. The Proposer shall not subcontract any services under this contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or subcontract shall be grounds for immediate contract termination.

6.16 Non-Assignability

The parties hereby agree that Proposer shall have no right to assign or transfer its rights and obligations without written approval from the City.

6.17 Bankruptcy

In the event the Proposer, its successors or assigns files for Bankruptcy as provided by federal law, the recycling service contract shall be immediately deemed null and void relieving all parties of their contract rights and obligations.

6.18 Indemnification

The Proposer agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Proposer, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota. The Proposer's indemnification obligation shall apply to the Proposer's subcontractor(s), or anyone directly or indirectly employed or hired by the Proposer, or anyone for whose acts the Proposer may be liable. The Proposer agrees that this indemnification obligation shall survive the completion, expiration, or termination of the contract between the City and Proposer.

6.19 Performance & Payment Bond

Proposer shall execute and deliver to the City a Performance and Payment Bond with the corporate surety in the sum of \$25,000 or equal ("*equal*" may include a Letter of Credit from a banking institute approved by the City). The contract shall not become effective until such a bond, in a form acceptable to the City, has been delivered to the City and approved by the City Attorney.

The executed contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance bond shall be for the life of the executed contract. Extensions or renewals shall require the execution and delivery of a performance bond in the above amount to cover the period of extension or renewal.

6.20 Conflict of Interest

Proposer agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed contract or the proceeds thereof. Violation of this provision shall cause the executed contract to be null and void and the Proposer will forfeit any payments to be made under the executed contract.

6.21 Entire Contract

The future, executed contract supersedes all verbal agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of the executed contract shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

6.22 Contract Conditions

The City reserves the right to waive minor irregularities or immaterial deviations in the proposal documents and to reject any or all proposals. The City reserves the right to enter into a contract with a Proposer who does not submit the lowest cost proposal.

The Proposer shall be required to execute the City's contract and to fulfill the requirements contained within it. The Bond and Certificate of Insurance shall be provided when the contract is executed.

The Proposer shall review and return signed copies of the contract within 30 days of receipt of the contract.

7. TERM OF CONTRACT

The Proposer shall include in the proposal two (2) term options to be considered by the City to be entered into a contract.

1. Contract Term of thirty-six (36) months from January 1, 2026 through December 31, 2029
2. Contract Term of sixty (60) months from January 1, 2026 – December 31, 2031.

8. SUBMITTING PROPOSALS

8.1 Requests for Clarification

Questions and requests for clarification or information about this RFP or process must be submitted in writing to the City by **5:00 p.m. Central Time, on Thursday, July 10, 2025**. All questions and requests for more information and the City's responses will be summarized in writing and forwarded to all other qualified Proposers prior to **5:00 p.m., on Tuesday, July 15, 2025**. Any other unauthorized contact with other City staff or City Council members will subject the company to disqualification from further consideration. This restriction will be in effect from the date this RFP is finalized and released through the date of final contract award (including authorization for execution) by the City Council.

8.2 Proposers May Team with Other Companies

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

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

8.3 How to Submit Proposals

Proposals shall be submitted to the City no later than **12:00 p.m. Central Time, on Friday, July 25, 2025**, to be considered eligible and will be opened at that time. Proposals shall be submitted in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: City of Corcoran
Attn: Recycling Service Proposals
8200 Co Rd 116
Corcoran, MN 55340

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

Proposers must include two (2) printed copies. Only the company names of Proposers submitting proposals will be made public during the review period. All proposal documents shall be held as confidential until the City Council awards a new contract and authorizes staff to execute the new contract.

8.4 Proposal Content

Qualified proposals must include at least the following elements:

- Statement of Proposer qualifications, including at least three references (contact names and phone numbers) of other municipal clients in the Twin Cities metropolitan region receiving similar services.
- List of Principal Officers' names, addresses and contact numbers (telephone, e-mail, and fax).
- List of materials proposed to be collected and a discussion and rationale for any proposed changes to the City's standard list of recyclable materials.
- Description of operations at materials processing facility where recyclable materials will be taken including location, hours of operation and capacity.
- Description of how stop counts (i.e., number of set-outs per collection) will be tallied.
- Description of how recyclable tonnages will be allocated to each City (e.g., a standard, assumed amount per stop, etc.).
- Description of how recyclable material "splits" by commodity will be calculated
- Description of how process residuals amounts and composition will be estimated

8.5 Alternative Proposals

Proposers may submit alternative proposals that are different from the above RFP - specified, single stream design. These alternative proposals must include explicit descriptions in a similar level of detail as specified within this RFP. For example, the alternative proposals must include: resident materials sorting/preparation requirements, collection frequency, cart size, cart ownership, etc.

8.6 Price Worksheet

Prospective Proposers must complete a price worksheet as part of the proposal they submit (see Attachment B for worksheet). In addition, Proposers may complete additional price worksheets if their proposed system does not fit into the single-stream scenario. Proposers may fill in the price worksheets in Attachment B or use their own format. However, the Proposer-designed price worksheets must include an equal level of detail and content.

8.7 Proposals May Be Rejected in Whole or Part

The City reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, to accept part or all of the proposals on the basis of consideration(s) other than proceeds or cost, and to negotiate specific work elements with a respondent into a project of lesser or greater expense and reimbursement than described in this RFP or the respondent's reply.

8.8 RFP and Proposal to Become Part of Final Contract

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

9. CONTRACTOR SELECTION PROCESS

9.1 Contractor Selection Process

To the best of its ability, the City will use the following process for its decision-making:

- City staff will review and analyze the details of the qualified submitted proposals. The City reserves the right to ask Proposers for additional information/clarification to better understand the proposals. City staff will recommend the top two (2) Proposers, in rank order of priority, to the City Council.
- City staff will negotiate with the top ranked Proposer. If negotiations with top-ranked Proposer are not successful, the City may then initiate negotiations with the second ranked Proposer, and so on.
- Once a draft contract has been successfully negotiated, City staff will present its recommendations to City Council. The City Council may then award the contract and authorize staff to execute it.
- The new recycling contract will commence on January 1, 2026.

9.2 Evaluation Criteria

The City will objectively evaluate the proposals submitted to determine the best value for the City and its residents. A comprehensive set of criteria will be used to quantify the merits of each proposal package, including (but not limited to):

- Strength of qualifications of the Proposer (together with any proposed subcontractor, if any), especially related to the particular needs of the City. Qualifications will include (but

not be limited to) experience and the proven capacities of the Proposer (and any subcontractor) to meet the operational requirements of the City.

- Comments from the Proposer's reference clients.
- Innovations proposed to increase participation and recyclable material quantities collected.
- Innovations proposed to improve public education about recycling to all residents.
- The price of the recycling services.
- Supervision, staffing, and equipment.
- Long term access to processing facilities.
- Provider's customer service philosophy and procedures.
- Overall, net annual cost to the City.
- Responsiveness of the Proposer to all other provisions of this RFP.
- City staff's experiences in working with the Provider.

These evaluation criteria are not presented in any special order. No ranking of these criteria within this RFP is intended or implied. The City reserves the right to consider other criteria in their review of proposal.

9.3 Disclaimer

All expenses incurred in the preparation of submittals, presentations, and other incidental activities related to this solicitation are solely the responsibility of the Proposer. All data provided in proposals shall be governed by the Minnesota Data Practices Act, Minn. Stat. Chapter 13.

Attachment A

Recycling Tonnage by

Material Type for 2025

Residential Recycling Tonnage – 2025
Curbside Single-Family Totals (in Tons)

Recycling Tonnages

Collected for Period: 1/1/2025 to 3/31/2025

	One-sort	Organics
January	44.57	0.00
February	38.35	0.00
March	40.42	0.00
1st Quarter	123.34	0.00

Attachment B

Price Worksheets

Instructions for City of Corcoran RFP Price Worksheets

A price worksheet must be completed for each design scenario proposed **Multiple design scenarios may be submitted.** Please feel free to make multiple copies of the price worksheets as needed.

Proposers may fill in the attached price worksheets or use their own similar format. However, the Proposer – designed price worksheets must include an equal level of detail and content.

If the Proposer proposes under any alternate proposal design scenarios, the proposal must explicitly describe the collection service design (e.g., resident materials sorting/preparation requirements, collection frequency, cart size, cart ownership, etc.).

Proposers may propose to participate in revenue sharing with the City at the Proposers discretion. Proposers shall indicate (i.e., “Yes” or “No”) if they propose to include revenue sharing. Economic evaluation of proposals will compare total, net annual costs to the City over the contract period.

The basic revenue share formula specified within this RFP can be summarized as a portion of the Proposer’s materials sales revenue from sale of all paper grades, aluminum, steel/tin cans and plastic bottles. Proposers may elect to share revenue on one, two, three or all four commodities.

If revenue sharing is implemented, the six, published “Price Indexes” specified below shall be used as a means to simplify the accounting of the proposed revenue share. For all paper grades:

- All paper grades – **Waste News.com** adjunct commodity pricing service: www.SecondaryFiberPricing.com, Midwest / Central Region, Grade: PS 8 – Special De-ink Quality News, high side, price per short ton, baled, last published price of the month.
- For the specified rigid container commodities - Waste News.com adjunct commodity pricing service www.SecondaryMaterialsPricing.com, Chicago (Midwest / Central):
- Metals: Steel cans (sorted, densified, \$ per ton, delivered)
- Metals: Aluminum cans (sorted, baled, cents per pound, delivered)
- PET Plastics Bottles: (baled, cents per pound, picked up) ^(a)
- Natural HDPE Plastics Bottles: (baled, cents per pound, picked up) ^(a)
- Colored HDPE Plastics Bottles: (baled, cents per pound, picked up) ^(a)

Note:

- (a) Plastics bottles composition of sub-grades shall be assumed to be: 50% PET, 25% Natural HDPE, 25% Colored HDPE.
-

If Proposers elect to share revenue with the City, the Proposers shall quote their revenue share pricing in terms of their proposed “Margin Price” for each of their proposed revenue share commodities.

The City will use the assumed tonnage and material splits in Attachment A for calculating the net revenue share back to the City from all Proposers. It is important to note that the City does not guarantee any minimum tonnage or any specific material splits. These are estimates only for purposes of this RFP and comparing the value of any revenue sharing proposals.

A. Single Stream Collection Scenario ⁽¹⁾

Proposer's company name: _____

Collection Price Proposed:

Fill in your proposed price for each City proposed recycling services under this scenario.
Fill in "NA" (not applicable) as the price for the City where the scenario does not apply under this design scenario.

\$_____ per household per month

Revenue sharing proposed:

Does your proposal include any form of revenue sharing? ____Yes ____No

If "Yes", fill in your proposed Margin Price for one or more of the following commodities:

Proposed paper Margin Price: \$_____ per ton

Proposed aluminum Margin Price: Cents_____ per pound

Proposed steel cans Margin Price: \$_____ per ton

Proposed PET plastic bottles Margin Price: Cents _____ per pound

Proposed natural HDPE plastic bottles Margin Price: Cents _____ per pound

Proposed colored HDPE plastic bottles Margin Price: Cents _____ per pound

Note:

(1) For any single stream collection scenario, the proposal text accompanying this price worksheet must explicitly describe the collection service design (e.g., resident materials sorting/preparation requirements, collection frequency, cart size, cart ownership, etc.).

B. Alternative Collection Scenario ⁽²⁾

Proposer's company name: _____

Collection Price Proposed:

Fill in your proposed price for each City proposed recycling services under this scenario.
Fill in "NA" (not applicable) as the price for the City where the scenario does not apply under this design scenario.

\$_____ per household per month

Revenue sharing proposed:

Does your proposal include any form of revenue sharing? ____Yes ____No

If "Yes", fill in your proposed Margin Price for one or more of the following commodities:

Proposed paper Margin Price: \$_____ per ton

Proposed aluminum Margin Price: Cents_____ per pound

Proposed steel cans Margin Price: \$_____ per ton

Proposed PET plastic bottles Margin Price: Cents _____ per pound

Proposed natural HDPE plastic bottles Margin Price: Cents _____ per pound

Proposed colored HDPE plastic bottles Margin Price: Cents _____ per pound

Note:

(2) For any alternative collection scenario, the proposal text accompanying this price worksheet must explicitly describe the collection service design (e.g., resident materials sorting/preparation requirements, collection frequency, cart size, cart ownership, etc.).
