

Appendix 25

Contracting Toolkit

- ***Contracts, Leases, and RFPs: The Real Roots to Sustainability Compliance* by Liza Milagro (Hartsfield–Jackson Atlanta International Airport) in Airport Magazine**
- **Metropolitan Airports Commission Minneapolis – Saint Paul International Airport (MSP) Request for Proposals Solid Waste and Recycling Services**
- **Tulsa Airports Improvement Trust Invitation for Sealed Bids Janitorial Services at Tulsa International Airport (TUL)**
- **American Waste Trash Removal and Waste Recycling Proposal for Tulsa International Airport (TUL)**

SUSTAINABILITY

CONTRACTS,
LEASES AND RFPs:

The Real Roots to Sustainability Compliance

BY LIZA MILAGRO

Sustainability is more than being “green” and touting decade-old accomplishments. It is about ensuring an organization’s resilience on every level, including enhancing safety, providing superior service, achieving operational excellence, ensuring risk reduction, holistically planning for growth, collecting data and communicating expectations.

It begins with having the support of leadership committing to the charge. The real change, of course, comes from the message trickling down to those responsible for implementation. Planners, engineers, project managers, architects, sustainability teams and directors hold the keys to success.



It is on this level where an organization’s needs are addressed, projects are conceived and budgets are developed. It is on this level where the decision to innovate happens. Equally important, it is on this level where documents that guide projects related to infrastructure, operations and management are created. With various stakeholders involved in airport operations, the key to achieving sustainability compliance requires that organizational goals be included in all contracts, lease agreements and requests for proposal (RFPs). Ambitious targets are great, but what good are they with no plan to achieve them, a

team to implement them, or a way to measure and communicate success?

Accomplishing objectives associated with sustainability are no different, especially within a city, non-governmental organization or airport environment. Policies, procedures and methodologies are a great first step; however, these processes need to be carried out. The true measure of sustainability compliance is the commitment to continuously improve upon the last project, adopting the Kaizen philosophy to capital improvement planning. Kaizen tackles Total Quality Management and allows each employee to be a part of the process to identify gaps (problems) and introduce changes (solutions) on every level.

Kaizen (“Kai” meaning change and “zen” meaning for the good) aims to continuously improve and accomplish the Law of Increasing Returns, often revealing dramatic results. In an airport environment, this can be defined as producing assets that increase operational efficiency in a larger proportion as compared to the increase in passenger traffic and productivity of employees.

A well-defined scope of services that considers the organization’s big-picture expectations is the obvious



THE IMPACT OF KAIZEN MANAGEMENT

- **Less waste:** Inventory is used more efficiently as are employee skills.
- **People are more satisfied:** They have a direct impact on the way things are done.
- **Improved commitment:** Team members have more of a stake in their job and are more inclined to do a good job.
- **Improved retention:** Satisfied and engaged people are more likely to stay.
- **Improved competitiveness:** Increases in efficiency tend to contribute to lower costs and higher quality products.
- **Improved consumer satisfaction:** Higher quality products with fewer defects please the end user.
- **Improved problem solving:** Looking at processes from a solutions perspective allows employees to examine, and correct, problems continuously.
- **Improved teams:** Working together to solve problems helps build and strengthen existing teams.

next step toward bringing about tangible change. This would include a cohesive description of sustainable deliverables, which would allow RFP proponents to assemble a team qualified to meet objectives. The same goes for lease agreements. For example, building maintenance is a continuous expense. A chapter dedicated to sustainability that specifies the conservation targets and dictates reporting requirements will hold tenants accountable for reduction and, therefore, becomes the tool for creating a system of checks and balances.

Airports with well-defined sustainability projects included within RFPs send a message of increased expectations. These expectations often are based upon usage modeling, if done comprehensively. Nahom Gebre stated in a June 2011 article, *Successfully Incorporating Sustainability Goals*, “For any sustainability project to meet its predefined goals and objectives, proper construction oversight is essential. The constructor has to be cognizant of the special requirements that are in place

due to the sustainability goals of the project. Ideally, it would be prudent to [have meaningful dialogue with the organization’s sustainability team] about the availability of new products and systems that are specified, as well as a meaningful constructability review during the design phase. Through the RFP, the constructor [would be] made aware of the fact that proposed substitutions would



be reviewed carefully as [changes would affect the projects ability to actualize] proposed sustainability-related goals.”

Clearly defined goals that embrace and support organizational policies and procedures guide this process and stimulate innovation to achieve the end result. Airport sustainability teams are a resource for every business unit from concessions to security. They can be used not only to protect this process, but also to oversee it. Ultimately, every team member has a responsibility to embrace the evolution of design, construction, operations and management. Changing behaviors subsequently will enhance employees’ job efficiency.

An international airport hub serves a global audience loyal to best-in-class accommodations. There is always an upfront cost that must be considered, but this cost should not be intimidating, and decisions should not be based on cost alone. The “wow factor” versus performance is not binary. Evaluated over the long term, it draws more passengers who spend more money during layovers, entices them to enjoy their surroundings, offers a lifestyle experience and reduces operational impact. It is a way to “future-proof” the organization holistically. Every airport is different, but these things are consistent, generate interest and create a draw. The goal is not to be better than the competition, but to be better than what was previously accomplished.

From the moment passengers deplane, they should feel that the facility was designed with them in mind. This can be done in a number of ways. Among them: incorporating green walls and signage that tell the conservation story, launching apps that enhance wayfinding,

SUSTAINABILITY




FIGURE 1. [www. ResilientCities.org](http://www.ResilientCities.org)

requiring green taxi fleets, achieving Leadership in Energy and Environmental Design certification, adding green roofs to enhance the aerial view, and providing activities for children.

“These measures are in line with our environmental stewardship strategic priority,” said Hartsfield-Jackson Atlanta International General Manager Miguel Southwell. “We understand that to get our partners — airlines, concessionaires and others — excited about sustainability, it will take a commitment to preserving the triple bottom line: people, the planet and yes, our profits.”

Embracing change results in revenue generation not only for the airport, but also the surrounding community. Passengers want more and the airports that are providing desired amenities are securing the future of their operation

while growing at astonishing rates. When the wellness of the building, tenants and passengers are considered and integrated into the design and services, the operation is insulated from sudden shock and stresses, ultimately ensuring its resilience. The bottom line is that early and often is the rule of thumb for successfully achieving sustainability in an airport operation. 

Liza Milagro is senior sustainability planner at Hartsfield-Jackson Atlanta International Airport. She may be reached at liza.milagro@atlanta-airport.com.



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METROPOLITAN AIRPORTS COMMISSION

Minneapolis – Saint Paul International Airport

6040 – 28th Avenue South • Minneapolis, MN 55450-2799

Phone (612) 726-8100

REQUEST FOR PROPOSALS

TITLE: Solid Waste and Recycling Services

Date Issued:	Monday, 1 April 1 2013 – 2:00pm
Mandatory Pre-proposal Meeting:	Wednesday, 10 April 2013 – 9:00am
Questions/Request for Addendum Must be Received By:	Monday, 15 April 2013 – 2:00pm
Addendum Issued:	Monday, 22 April 2013
PROPOSALS MUST BE RECEIVED BY:	Wednesday, 1 May 2013 – 12:00pm
Contract Start Date:	Thursday, 1 August 2013

Contact: Sallie Karels
MAC Purchasing Department
612.794.40159 Direct / 612.726.1406 Fax
sallie.karels@mspmac.org

The Metropolitan Airports Commission is an affirmative action employer.

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INTRODUCTION

The Metropolitan Airports Commission (MAC) is requesting proposals from firms to provide solid waste and recycling services at the Minneapolis-St. Paul International Airport (MSP). The services are to be performed in accordance with the provisions set forth in this Request for Proposals (RFP). The MAC operates a centralized waste management program at MSP wherein the majority of municipal solid waste (MSW) and recyclable materials generated at passenger facilities and MAC-occupied facilities is managed with a single contract employing a single vendor. Included in this contract is waste generated in terminal public areas, leased office and other administrative spaces, airport concessions, ground operations and aircraft cabins.

The MAC was created by the Minnesota Legislature in 1943 to provide for the efficient development of air transportation facilities in the metropolitan area. (See Minn. Stat. §473.601, et. seq.) As an entity identified by statute, the MAC is committed to following the waste management hierarchy established in 1980 by the Minnesota Legislature with the passage of the Waste Management Act (WMA) (Minn. Stat. §115A). This statute's purpose is to improve integrated solid waste management (ISWM) to protect the state's natural resources and public health. It establishes the following hierarchy of preferred solid waste management practices:

1. waste reduction and reuse
2. waste recycling
3. composting of yard waste and food waste
4. resource recovery through mixed municipal solid waste composting or incineration
5. land disposal which produces no measurable methane gas or which involves the retrieval of methane gas as a fuel for the production of energy to be used on-site or for sale
6. land disposal which produces measurable methane and which does not involve the retrieval of methane gas as a fuel for the production of energy to be used on-site or for sale

The MAC is committed to following the established waste management hierarchy and managing waste in the most environmentally preferable manner possible. To that end, and in accordance with the waste management hierarchy, all mixed municipal solid waste (MSW) managed under this agreement is required to be transported to a facility within the Hennepin County Solid Waste system for waste-to-energy processing.

In 2012, the volume of solid waste managed under the existing contract exceeded 5,700 tons. MSP operates seven days a week, 365 days a year and generates MSW continuously. Currently the MAC owns eight compactors operating at or near the terminals. It is necessary to service some locations daily, including Sundays and all holidays. The selected Vendor will be required to haul some containers/compactors during specific time windows. Current collection schedules and average net weights are provided within this document. The selected Vendor will be required to provide certain containers (front/rear load, 60/90-gallon carts) for solid waste and for recyclable materials.

As part of this contract, the selected Vendor will be required to repair and maintain all of the MAC's compactors and related equipment (cart dumpers, etc.) in addition to providing occasional compactor installation services. Equipment repair needs to be available 24 hours per day, seven

days per week, including all holidays. To minimize impacts to airport operations due to equipment being out of service, the selected Vendor must respond to repair calls within a set time limit.

The intent of this RFP and the resulting contract is to secure the services of a vendor with relevant experience in collection, transportation and management of MSW and recyclable materials that will meet the needs and requirements of the MAC set forth in this document. The contract shall be based upon and include by reference the RFP, the general and special terms and conditions, exhibits, attachments, and addenda provided.

DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation the following definitions shall apply:

Shall, Will, Must	Indicates a mandatory requirement. Failure to meet these mandatory requirements will result in the rejection of solicitation as non-responsive.
Should	Indicates something that is recommended, but not mandatory. If the Vendor fails to provide recommended information, the MAC may, at its sole discretion, ask the vendor to provide the information or evaluate the solicitation without the information.
May	Indicates something that is not mandatory, but permissible
MAC	Metropolitan Airports Commission 28 th Avenue South Minneapolis, MN 55450-2799
MSP	Minneapolis-Saint Paul International Airport
Vendor or Bidder	The individual, partnership, or corporation who is capable of responding to this solicitation
Purchase Order or Contract	The MAC's written document formalizing all the terms and conditions of a transaction
Solicitation	Document(s) that make up the Request for Proposals to provide equipment, supplies, services or construction items
RFP	Request for Proposal
Bid or Response	A vendor's response to a solicitation including all exhibits
Addendum	Change made to the solicitation
Change Order	Change made to the contract

GENERAL TERMS AND CONDITIONS

1. SOLICITATION INQUIRES

Vendors shall notify the MAC's Buyer, Sallie Karels, **promptly in writing via e-mail or fax, sallie.karels@mspmac.org or 612-726-1406**, of any ambiguity, inconsistency or error which is discovered upon examination of the Solicitation documents no less than seven (7) days prior to the bid due date. Telephone inquiries or unsolicited visitation by vendors or their representatives will not be responded to.

2. COMPETITION IN RESPONDING

The MAC desires and encourages free and open competition among responsible vendors. Whenever possible, MAC specifications, solicitation terms and conditions are designed to accomplish such competition. Any evidence of collusion among vendors in any form designed to defeat competitive bidding will be reported to appropriate authorities for investigation and appropriate action. Suggestions from vendors about requirements of solicitation procedures are welcomed and will be given careful consideration.

3. COST OF RESPONSE PREPARATION

The MAC will not reimburse the cost of preparing, presenting, or providing any Response. Responses submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.

4. SCOPE OF WORK (SOW)

Any deviation from this SOW must be clearly indicated by Vendor, otherwise the Response will be considered to be in strict compliance, and Vendor will be held responsible therefore. When brand name or manufacturers' numbers are stated in the specifications, they are intended to establish a standard only and are not restrictive unless the Solicitation states: "No substitute". Responses will be considered on other makes, models, or brands having comparable quality, style, workmanship and performance characteristics. Alternate Responses must meet or exceed the original specifications.

5. ADDENDUM

If it is necessary to revise any part of the Solicitation, or if additional data are necessary to enable the exact interpretation of provisions of this Solicitation, an Addendum will be provided to all vendors. Only changes made in writing, via Addendum, will be valid.

6. ALTERATIONS OR ERASURES

A Response containing an alteration or erasure of any price contained in the Response will be rejected, unless the alteration or erasure is crossed out and the correction thereof printed or typewritten adjacent to the correction and initialed by the person signing the response. **Responses made in pencil will be rejected.**

7. IDENTIFICATION OF OFFER

Vendors shall indicate brand name, trademark, catalog number, model, etc., as applicable, on the Response Form covering the product they are offering and proposing to furnish. If not indicated, it will be considered that the make and model given as a reference will be supplied.

8. AUTHORIZED SIGNATURE

The Response must be completed, and must be fully and properly executed and signed by an officer or other authorized representative, who shall state his or her title and the name of the firm or business. All lines must be completed.

Proof of authority of the person signing the Response, as described in this paragraph, must be **furnished upon request**. If Vendor is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has

designated an attorney-in-fact, the power of attorney shall be furnished. If Vendor is a partnership, a letter of authorization shall be furnished, signed by one of the general partners. If Vendor is a proprietor, and the person signing the Response is an individual other than the owner, a letter of authorization signed by the owner shall be furnished.

9. FACSIMILE, ORAL, OR E-MAIL

Facsimile, oral, e-mail Responses will not be considered unless specifically authorized by the MAC in the solicitation.

10. MODIFICATION OR WITHDRAWAL OF RESPONSES

Responses resulting from this Solicitation may be modified or withdrawn prior to the time set for the opening. After the time is set for the opening, no Response may be modified or withdrawn.

11. CANCELLATION

Unless otherwise stated in Project Specific Terms and Conditions, any Contract entered into as a result of this Solicitation may be canceled by the MAC without cause upon 30 days written notice prior to the effective date of cancellation. Cancellation may be in whole or in part. The MAC's right to cancel hereunder shall be in addition to all other rights and remedies available to the MAC under this order or otherwise.

12. CHANGE ORDERS

The MAC may at any time by a written contract supplement, make changes within the general scope of the contract. If any such change causes an increase or decrease in the time required for the performance of any part of the work under the contract, an adjustment shall be made in the contract delivery schedule and cost, and Vendor shall be notified in writing accordingly. Any claim by the vendor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt of the notification of change. Either party may propose adjustments. If Vendor seeks an adjustment, the vendor must request such adjustment in writing.

13. PRICES

Prices shall be submitted in United States currency. Responses shall be irrevocable for 120 days following submission deadline date unless otherwise stated in the Solicitation. This will allow time for the MAC to review the Responses and initiate a purchase order or contract accepting the terms and conditions in the Response of the selected Vendor. For each product or service, a unit price and a total price for the quantity must be stated. In case of error in the extension, the unit price prevails. No more than one unit price may be indicated on any one item. Price reductions/rebates shall be granted whenever they become available. Responses containing an "escalation clause" will not be considered unless specifically authorized by the MAC in the Solicitation. An escalation clause is a provision which permits the adjustment of contract prices by a given amount or percentage if certain specified contingencies occur, such as changes in Vendor's raw material or labor costs.

14. CONTRACT PROCESS

A Response to any Solicitation is an offer to Contract with the MAC based upon the terms, conditions, and specifications contained in the MAC's Solicitation. Solicitations or Responses do not become Contracts unless and until the MAC's Purchasing Department executes a purchase order. The purchase order and any contract or agreement will contain the terms and conditions of the Solicitation unless modified by written agreement between the MAC's Purchasing Manager and Vendor.

15. PAYMENT TERMS

A prompt pay discount offered by Vendor for less than 30 days will not be considered in making the award. The MAC's standard payment terms are net 30 days from completion of the job or service, the date merchandise is received or date of invoice, whichever is later. However, Vendor may offer a discount for early payment on the Response form. Also, the MAC prefers to make payments via Automated Clearing House (ACH) – electronic payments.

16. SALES/USE TAX

The MAC is subject to a 6.875% Minnesota Sales/Use Tax. Taxes are to be quoted as a separate line item on the Response Form. All tax forms can be found on the Minnesota Department of Revenue web-site at www.taxes.state.mn.us. Repair labor is not taxable. Installation is taxable. Delivery and handling charges are part of the sale price and are taxable. Reference the appropriate Tax Fact Sheet. The Minnesota Sales and Use Tax Instruction Booklet and Sales Tax Fact Sheets 142 (Sales to Governments), 152 (Labor) and 155 (Delivery Charges) are located on the above web-site.

17. DELIVERY COST AND TIME

The cost of delivery (freight, shipping, etc.) shall be listed separately from the cost of the merchandise or product. Delivery time offered is to be stated by Vendor in the space provided on the response form.

When delivery time is an important factor, the Solicitation will so specify, and in such cases delivery may be a factor in the award. The MAC reserves the right to reject a lower bid price offering delayed or protracted delivery in favor of a higher bid price offering more timely delivery.

18. F.O.B

Prices shall be F.O.B. destination to the delivery location designated herein. Vendor shall retain title and control of all items until they are delivered. All related charges shall be filed by Vendor.

19. PACKAGING AND PACKING

If not specifically stated in the Solicitation or specifications, packaging and packing shall conform to the best commercial practices and shall be adequate to insure delivery in good condition at the lowest applicable transportation rate. Item(s) shall be marked and packing slips included permitting checking of shipments against purchase orders and invoices.

20. TITLE AND RISK OF LOSS

The title and risk of loss shall not pass to the MAC until the MAC actually receives the item(s) at the point of delivery, unless otherwise provided within this Solicitation.

21. INSPECTION

The item(s) shall be subject to final inspection and acceptance by the MAC. Any item(s) failing to conform to the specifications shall be held at Vendor's risk and may be returned to Vendor. If so returned, all costs are the responsibility of Vendor.

22. GUARANTEE

Vendor shall guarantee their product and material as to quality, capacity, and performance, and to be free of defects in design, material and workmanship. The standard manufacturer's warranty shall apply unless specified differently in the Solicitation.

23. LIENS

The item(s) and other deliverables supplied to the MAC under the Contract shall be free of all liens other than the security interest held by Vendor until payment in full is made by the MAC. Upon the MAC's request, Vendor shall provide a formal release of all liens.

24. PROFESSIONAL LICENSES

The Vendor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by Vendor as applicable to the Contract.

25. ASSIGNMENT-DELEGATION

No right or interest in the Contract shall be assigned by Vendor, and no delegation of any duty of the Vendor shall be made without prior written permission of the MAC's Purchasing Manager or designee. The MAC shall not unreasonably withhold approval and shall notify Vendor of the MAC's position within 15 days of receipt of written request by Vendor.

26. SUBCONTRACTS

No subcontract shall be entered into by the successful Vendor after a Contract has been executed without advance written notice given to either the MAC Project Manager or the Purchasing Manager for review and approval. As part of Vendor Responses to the Solicitation, vendors are asked to list any subcontractors to the project. All subcontracts shall comply with Federal, State and local laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were Vendor referred to herein. Vendor is responsible for Contract performance whether or not subcontractors are used. The MAC shall not unreasonably withhold approval and shall notify Vendor of the MAC's position within 15 days of receipt of written request by Vendor.

27. NON-COLLUSION

In responding to the Solicitation, Vendor affirms, under penalty of perjury, that their Response has been arrived at independently and has been submitted without collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services as described in Solicitation, designed to limit independent quoting or competition. The contents of the Solicitation have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder or its surety or any bond furnished with their Response and will not be communicated to any such person prior to the official opening of the Request for Response. Vendor shall submit an AFFIDAVIT OF NON-COLLUSION for Responses totaling more than \$50,000.00.

28. INDEMNIFICATION

To the fullest extent permitted by law, Vendor does hereby covenant and agree to indemnify, defend and hold harmless the MAC and its Commissioners, officers, agents and employees (collectively "Indemnitees") from and against any and all liabilities, losses, damages, suits, actions, claims, charges, judgments, settlements, fines or demands of any person arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including, but not limited to, investigative fees, attorney's fees, court costs and expert fees) of any nature whatsoever arising out of or as a result of Vendor's operation at or about the Premises and the Airport, or the acts or omissions of Vendor's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur.

The MAC shall give Vendor reasonable notice of any such claim or action. In indemnifying or defending an Indemnitee, Vendor shall use legal counsel reasonably acceptable to the MAC. The MAC, at its discretion, shall have the right to select its own counsel or to approve joint counsel as appropriate (considering potential conflicts of interest) and any experts for the defense of claims. Vendor, at their expense, shall provide to the MAC all information records, statements, photographs, video, or other documents reasonably necessary to defend the parties on any claims.

This provision shall survive expiration or earlier termination of the Agreement. The furnishing of the required insurance hereunder shall not be deemed to limit Vendor's obligations under this Agreement.

As a distinct and separate indemnification obligation, Vendor shall defend, indemnify and hold the MAC harmless from any claims or liabilities as a result of Vendor's failure to procure and to keep in force the insurance required as part of this Agreement.

Vendor shall not use or permit the Premises to be used in any manner that would void Vendor or the MAC's insurance or increase the insurance risk. Vendor shall comply with all requirements imposed by the insurers for the MAC and Vendor.

This indemnification is intended for the indemnified parties and their legal representatives. The provided indemnification is not intended to relieve a primary insurer of its coverage obligations.

29. PATENTS, COPYRIGHTS, ETC

The successful Vendor shall hold and save the MAC, its officers, agents, servants and employees, harmless from liability of any kind of nature, for or on account of, the use of any copyrighted composition, secret process, patented or non-patented invention, article or appliance furnished or used in the performance of this Contract. The successful Vendor shall agree with the MAC in the event of suit or suits against the MAC asserting patent infringement or infringements with respect to said item/material or any part thereof, to defray all costs, disbursements and expenses, including reasonable attorney fees, incurred by the MAC in connection with such suit or suits, and to indemnify and save the MAC harmless in all such suits. In all above matters, Vendor shall be required to use counsel acceptable to the MAC.

30. ACCEPTANCE/REJECTION

Notwithstanding any other provision of the Solicitation, the MAC reserves the right to:

- a. waive any immaterial defects or informality; or
- b. reject any or all Responses or portions thereof; or
- c. reissue the Solicitation.

31. ENVIRONMENTAL PREFERABLE PRODUCTS

The MAC is committed to purchasing goods and services that have a lesser or reduced effect on human health and the environment when compared with other goods and services that serve the same purpose.

32. CURE

It is understood and agreed by the parties that the MAC has the right to inspect the goods and services ordered within a reasonable time after they are delivered or services provided and Vendor will be notified by the MAC after completion of inspection if the goods or services are found to be in defect. Vendor will then have not more than 10 days to cure such defect.

33. RELATIONSHIP OF PARTIES

It is understood and agreed that nothing in this specification or the contract is intended or should be construed as in any way creating or establishing the relationship of co-partners between the parties hereto or as constituting Vendor as the agent, representative or employee of the MAC for any purpose or in any manner whatsoever. Vendor is to be and shall remain an independent contractor with respect to all services performed under this specification and contract.

34. SEVERABILITY

The provisions of the Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

35. DEFAULT

A MAC purchase order constitutes a binding Contract. The terms and conditions of the Solicitation shall become a part of the Contract. Any failure, delay or non-occurrence of a term by Vendor will be considered a default. The MAC, at its sole discretion, may elect to resolve the default by enacting any or all the following options:

- a. Cancel the Contract or any portion thereof; or
- b. Purchase item(s) elsewhere and collect the difference from the defaulting Vendor.

For consistent failure to comply with the terms and conditions, the MAC may suspend Vendor from future MAC business or awards. For failure to reimburse the MAC for any costs incurred while resolving a default, the MAC may suspend Vendor from future MAC business or awards.

36. AUDIT

Vendor shall keep at their principal office, in a system acceptable to the MAC, accurate books, accounts, records and documents relevant to the work conducted under the contract, and shall keep such information for a period of six calendar years. The MAC and the legislative auditor shall have the right at all reasonable times during the business hours of Vendor to inspect the books, accounts, records, documents and accounting procedures and practices relative to work conducted under the contract.

37. FORCE MAJEURE

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract if and to the extent that such party's performance of the Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of Force Majeure occurrence in accordance with the Force Majeure term and condition.
- b. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

38. ORDINANCE REQUIREMENTS

Vendor shall comply with all applicable federal, state and local laws, including MAC ordinances. Ordinances can be found at: <http://metroairports.org/mac/organization/Bylaws.aspx>

39. GOVERNING LAW

This Solicitation and any ensuing Contract or purchase order shall be governed by the Laws of the State of Minnesota.

40. JURISDICTION AND VENUE

This Solicitation and any ensuing Contract, and the Laws of the State of Minnesota, USA, thereto, shall govern amendments and supplements. Venue for all legal proceedings arising out of this Contract or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Ramsey or Hennepin County, Minnesota.

41. NON-EXCLUSIVE

This contract is non-exclusive unless otherwise stated in the following specifications. If the MAC's need is better met outside of this contract, the MAC may proceed in an appropriate manner.

42. EMERGENCY PURCHASES

The MAC reserves the right to purchase from other sources those services which are required on an emergency basis and cannot be supplied immediately by Vendor.

43. RFP PROCESS

The MAC has developed a review and evaluation process as described herein. Each proposal will be evaluated to determine how well it meets the Evaluation Criteria outline in this document.

- a. Minimum Requirements: The first step in evaluating the proposal will be to determine if it meets the minimum requirements outlined in this document. Those proposals failing to

meet the minimum requirements, including completeness, format and content may be rejected without further evaluation.

- b. Verification/Clarification: Verification and substantiation of all information presented in each proposal will be completed during the course of the evaluation process. Proposers may be asked to revise, clarify and/or provide additional information during the proposal review process. These requests will require prompt action by the proposer. The MAC is not required to ask for clarification or verification on any part of the proposal response.
- c. Evaluation: The proposals not rejected will be evaluated by the Evaluation Team according to the Evaluation Criteria. The Evaluation Team consists of MAC staff and other evaluators as the Commission determines appropriate.
- d. Evaluation Matrix and Procedures: The MAC intends to award the contract to the proposer the MAC believes to be the best for the MAC when considering the entire Proposal submitted. Price will not be the sole determining factor. Rather, the MAC will utilize the evaluation matrix criteria described in this document. Points will be assigned based up on the Vendors strengths in those areas as interpreted by the Evaluation Team.
- e. Interviews and Demonstrations: If the Evaluation Team deems it necessary, it may select some or all proposals as finalists and conduct product demonstrations and/or oral interviews.
- f. Staff Recommendation: The Evaluation Team will make its recommendation for award to the Management & Operations (M&O) Committee. The recommendation memo is mailed to the M&O Committee members approximately one week before the meeting at which the recommendation will be considered. The Commission is not bound by the Evaluation Team or Staff recommendation.
- g. Commission Decision: The Commission's M&O Committee will consider the Evaluation Team's and MAC Staff's recommendation and will make its recommendation to the Full Commission. The Full Commission makes the final selection decision. Commission approval allows staff to negotiate a contract with the selected vendor. Any proposer may request to speak at either the M&O Committee meeting or at the Full Commission meeting.
- h. Award of Contract: The MAC will notify the successful proposer the results of the Commission approval and recommendations. Contract language will be reviewed and agreed upon by both parties.
- i. Execution of Agreement: The MAC may negotiate any changes in the offer deemed in the best interest of the MAC. The Proposer must submit the Performance and Payment Bond and Insurance Certificate to the MAC before the execution of the Agreement. Once the bond and insurance certification have been received by the MAC and both parties agree to all terms in the agreement, two copies of the contract are created. Both copies of the contract are signed by Vendor and sent to the MAC. The MAC will sign both agreements and send on of the originals back to Vendor for their records.

44. DATA PRACTICES LANGUAGE

Data Practices Act

A. Treatment of Proposal Data

All data submitted to the MAC by proposers is governed by the Minnesota Government Data Practices Act. Under Minn. Stat. § 13.591, once a proposal is opened, the name of the proposer becomes public information. All other information in the proposal, including any price information, does not become public until the MAC has completed negotiating the contract with the selected proposer. Therefore, most proposal information does not become public information until after the Commission awards the contract and the contract has been negotiated.

When the Commission has negotiated a contract with the successful proposer, the evaluative data (data created or maintained by the MAC as part of the evaluation process) and information in all of the proposals becomes public, with the exception of trade secret data. In order to qualify as trade secret data, all of the provisions set forth in Minn. Stat. § 13.37 must be met. Trade secret is defined as:

government data, including a formula, pattern, compilation, program, devise, method, a technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic

value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

A statement by a proposer that his or her data is copyrighted or otherwise protected does not prevent public access to the data in the proposal at such time that the data would otherwise become public.

During the proposal evaluation process, proposers cannot look at proposals submitted by other proposers or data created by the MAC as part of the selection or evaluation process. During that process, MAC staff, outside experts who have signed confidentiality agreements and MAC Commissioners may be informed of the data in the proposals and may view the proposals. Proposers may discuss their proposals with MAC Commissioners, but MAC Commissioners are not able to reveal the contents of the other proposals. However, in the MAC's public Committee and Commission meetings, Commissioners are able to publicly discuss any information submitted in the proposals to the extent reasonably necessary to conduct the business at hand. The data, however, retains its classification as private or nonpublic.

If all responses to an RFP/RFQ are rejected by the Commission prior to "completion of the evaluation process," all proposal data, other than that which was made public at the time of proposal opening, remains private or nonpublic until a re-solicitation of the RFP/RFQ results in completion of the evaluation process or a determination is made to abandon the process. If the rejection occurs after "completion of the evaluation process," the data remains public. If a re-solicitation of proposals does not occur within one year of the proposal opening date, the remaining data then becomes public.

Proposers who wish to refer to the Data Practices Act can locate those requirements in Minn. Stat. § 13.591.

In order to facilitate the treatment of this data, please identify the items in your proposal that are not public under Minnesota law (and only these items) **by labeling those items on each page as "Not Public."**

B. Acknowledgement

By submitting a proposal, the proposer acknowledges that all information is subject to potential disclosure and agrees that the MAC will have no liability for any such disclosure.

In addition, the proposer acknowledges that an executed agreement (including a professional services authorization) with the MAC is public data in its entirety, unless otherwise noted in the agreement.

C. Data on Individuals

Persons who supply data about themselves in response to this RFP/RFQ are entitled to know the following information under the Minnesota Government Data Practices Act:

1. The information requested will be used to evaluate the proposals;
2. The proposer is not legally required to supply this information;
3. Failure to supply information may result in a determination by the MAC that the proposal is non-responsive; and
4. The public is authorized by law to receive information that is not classified by law as private, confidential, or nonpublic data.

45. NON-DISCRIMINATION

The MAC hereby notifies all Vendors that it does not discriminate in the selection of Vendors on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The successful Vendor must agree to comply with all applicable federal, state and local equal opportunity and affirmative action laws, directives and regulations

46. AFFIRMATIVE ACTION REQUIREMENTS

METROPOLITAN AIRPORTS COMMISSION CERTIFICATE OF COMPLIANCE REQUIREMENT

FOR CONTRACTS OVER \$100,000

BUSINESSES WITH MORE THAN 40 MINNESOTA EMPLOYEES

Consistent with Minnesota Statute §473.144, the Metropolitan Airports Commission (“MAC”) will not execute a contract for goods or services in excess of \$100,000 with any business having more than forty (40) full-time employees **within Minnesota** on a single working day during the previous twelve (12) months, unless the firm or business has an affirmative action plan for the employment of minority person, women, and qualified disabled individuals that has been approved by the Commissioner of the State of Minnesota, Department of Human Rights. A certificate of compliance from the Commissioner of Human Rights signifies that a business has an approved affirmative action plan.

BUSINESS WITH MORE THAN 40 EMPLOYEES OUTSIDE MINNESOTA

Further, the MAC will not execute a contract for goods or services in excess of \$100,000 with any business that has more than forty (40) full-time employees on a single working day during the previous twelve (12) months **in the state where the business has its primary place of business**, unless the business certifies to the MAC that it is in compliance with federal affirmative action requirements.

ALL BUSINESSES

Each business that wishes to remain in competition for the contract must submit documentation indicating its compliance or exemption from the above requirements within five (5) MAC business days following the opening of bids or proposals. It is recommended that each business that does not have a Certificate of Compliance refer to the Minnesota Department of Human Rights website, www.humanrights.state.mn.us/employer_compliance.html and apply for a Certificate of Compliance as soon as possible.

"AFFIRMATIVE ACTION REQUIREMENTS"

"It is hereby agreed between the parties that Minnesota Statute Section 473.144, and Minnesota Rules, Parts 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modifications of it. A copy of Minnesota Statute Section 473.144 and Minnesota Rules, Parts 5000.3400 to 5000.3600, is available upon request from the Metropolitan Airports Commission. Failure by [vendor/vendor/proposer/bidder] to implement an affirmative action plan or make a good faith effort may result in suspension or revocation of its certificate of compliance."

"AFFIRMATIVE ACTION FOR DISABLED WORKERS"

- a. The Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates or pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- c. In the event of the Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with applicable Minnesota Statutes and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

- d. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- e. The Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the vendor is bound by the terms of Minnesota Statutes, Section 473.144 and applicable Minnesota Rules, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons."

PROJECT-SPECIFIC TERMS AND CONDITIONS

1. MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory Pre-Proposal Conference will be conducted by the MAC on:
Wednesday April 10th, 2013, at 09:00

Metropolitan Airports Commission – Coleman Conference Room
6040 – 28th Avenue South
Minneapolis, MN 55450

The purpose of this meeting is for MAC staff to provide Vendors an overview of the project and receive and review comments related to this solicitation from all prospective Vendors. **Attendance is mandatory for any Vendor who wishes to submit a proposal.** Immediately following the meeting an optional site tour will be available for Vendors to see the specific service locations.

2. QUESTIONS/REQUEST FOR ADDENDA FROM VENDORS

All questions must be submitted in writing to:

MAC Purchasing Department
Attn: Sallie Karels
6040 28th Ave. South, Minneapolis, MN 55450

Questions may also be submitted via FAX at 612-726-1406 Attn: Sallie Karels or via email the following address; sallie.karels@mspmacc.org. All questions must be received in the Purchasing Department on or before 2:00 pm. MN Time April 15th, 2013.

3. TERM OF AGREEMENT

The time period to be covered by the Contract will be three (3) years with a possible (3) three-year renewal. The Contract start date and time will be Thursday, August 1, 2013, 12:01 am. Vendor's pricing shall be firm for the three-year time period.

4. RENEWAL

Vendor agrees that the MAC shall have the right, upon written agreement of both parties, to renew the Contract for an additional three (3)-year time period. In the event that the MAC exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of the price. Prior to the renewal period, the cost of service may be negotiated between the MAC and Vendor, providing Vendor submits documented evidence of cost increases or decreases.

5. GUARANTEE/WARRANTY

Vendor shall warrant to the MAC that all equipment, materials, and parts, offered, and to be delivered after the award of this solicitation, are newly manufactured and free from defects in material, workmanship, and title, and conform to manufacturer's current published specifications as well as those in this document. Vendor shall warrant to the MAC that all services offered comply with any applicable national, state and local codes, laws, regulations, etc. The warranty shall also guarantee accepted trade standards of quality and fitness for the intended uses. No other express or implied warranty shall eliminate Vendor's liability as stated herein.

During the warranty period and during the period of time between delivery and the MAC acceptance any defects of design, workmanship, or materials that would result in non-compliance with this specification or with any item's published specifications shall be fully and promptly corrected by the vendor, including all parts and labor, without cost to the MAC.

It is expressly agreed that final payment does not constitute final acceptance. It is also agreed that the MAC will not accept the equipment for use until after all startup services have been completed successfully.

6. MATERIAL SAFETY DATA SHEETS

To the extent that the products to be supplied to the MAC by the successful Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in Minnesota Rules pt. 5206.0400, 5206.0500 and 5206.0600, the successful Vendor shall provide the MAC with sufficient material safety data sheets relative to those substances or agents necessary for the MAC to comply with the provisions of the Employee Right to Know Act of 1983, Minn. Stat. 182.65 et.seq. and Minnesota Rules pt. 5206.1000, 5206.1100. A single proof copy of the Material Safety Data Sheet shall be submitted to the MAC Safety Department, before shipment of the item. A copy shall be included with each delivery made during the term of the contract. (Provision of a properly completed federal OSHA form 20, "Material Safety Data Sheet", shall be prima facie proof of compliance with the information requirements under Minn. Stat. 182.653, subds 4b, 4c and 4f).

7. VENDOR'S FACILITIES

The item(s) specified in this Solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential Vendor is required to have existing facilities with sufficient inventory and trained personnel experienced in providing the quality of service specified in the Solicitation. Facilities are subject to inspection by the MAC to determine adequacy. This may be considered in determining the award.

8. PROTECTION OF MAC BUILDINGS, EQUIPMENT AND VEGETATION

Vendor shall use reasonable care to avoid damaging existing facilities, equipment and vegetation (such as trees, shrubs, and grass) on MAC property. If Vendor fails to do so and damages such facilities, equipment and vegetation, Vendor shall replace or repair the damage at no expense to the MAC, as directed by the MAC's Purchasing Manager. Vendor is responsible for any damage caused by spillage or improper use of a product or equipment by their employees or agents. If Vendor fails or refuses to make such repair or replacement, then Vendor shall be liable for the cost thereof, which may be deducted from any outstanding or future invoices to the MAC.

9. LIQUIDATED DAMAGES

Vendor shall guarantee to have a technician on the job site within three (3) hours of the time of first call for service/repairs. Failure to meet this response time requirement for service/repair calls shall result in damages of \$250 for each hour or fraction thereof for which the response is delayed.

10. AIRPORT SECURITY

Upon contract award, Vendor shall review airport security rules and needs, along with the use and assignment of required access keys with the MAC's designated representative. A key deposit is required for any keys issued by the MAC. It is not anticipated that any keys or locks controlled by the MAC and subject to specific security requirements will be necessary for the execution of vendor's duties under this contract.

11. BADGING REQUIREMENTS

The execution of the duties of this contract requires Vendor's employees to obtain airport security badges for gaining access to work areas. The process of obtaining badges can be lengthy and Vendor is strongly encouraged to begin the application process immediately upon contract award. Badging information can be found at <http://www.mymspconnect.com/employee-toolbox/badging>.

12. VENDOR'S VEHICLES

Vendor shall keep vehicles and equipment in a clean, operable and sanitary condition and vehicles shall meet all applicable federal, state, county and municipal regulations. Vendor must have an adequate number of collection trucks to reliably service the MSP account. Vendors are encouraged to provide detailed fleet information in proposals to demonstrate the ability to provide reliable hauling service. All vehicles operating on the Air Operations Area (AOA) at MSP must comply with the requirements set forth in MAC Ordinance 105. All of the MAC Ordinances can be found at <http://metroairports.org/mac/organization/Bylaws.aspx>.

13. DRIVERS

All companies whose employees drive on the Air Operations Area (AOA) at MSP are required to provide training to their drivers in compliance with MAC Ordinance 105. Upon award of the contract, the selected Vendor must submit the Letter of Compliance (found in Ordinance 105) prior to the contract start date.

14. REPORTS

Vendor shall provide monthly reports to the MAC showing the weight or volume of MSW and recyclable materials. Reports must contain weights/volumes by date and service location. Upon request, Vendor shall provide copies of scale tickets, daily route sheets or other documentation for the purpose of verifying disposal sites, weights etc.

15. BILLING

Vendor shall bill the MAC on a monthly basis for all services and related costs, including tipping fees, under this contract. Vendor's invoice shall include Hennepin County Solid Waste Management Fees and Minnesota Solid Waste Management Taxes where applicable and shall submit those fees and taxes to the appropriate entities as required.

16. FUEL SURCHARGES

Fuel surcharges, fees or any other pricing variable will not be accepted in this contract. A proposed cost structure may link pricing to disposal fees charged by a disposal site.

17. SITE INVESTIGATION

Vendor acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work. Vendor further acknowledges that they have satisfied themselves as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure by Vendor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. The MAC assumes no responsibility for any conclusions or interpretations made by Vendor on the basis of the information made available by the MAC. An opportunity for touring the service locations will be offered immediately following the mandatory pre-proposal meeting on 10 April 10 2013.

18. ADDITIONAL SITES

The MAC reserves the right to add, delete or otherwise modify service locations. The additional cost of any additional sites will be negotiated with Vendor before service is started. The cost must be consistent with the cost charged for the current site(s) being serviced.

19. FAMILIARIZATION

Vendor shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the Contract. Vendor shall not be relieved from assuming all responsibility of properly estimating the difficulties and the cost of performing the services required in this Specification because Vendor failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

20. INSPECTION OF PREMISES

The MAC'S authorized representatives reserve the right to inspect MAC premises at any and all hours for the purpose of examining and inspecting said premises and Vendor's performance, or for other purposes necessary in the exercise of its Governmental functions.

21. INSURANCE REQUIREMENTS

Upon contract award the selected Vendor must demonstrate compliance with the insurance requirements outlined on the following page.

CERTIFICATE OF INSURANCE GENERAL REQUIREMENTS: The successful Vendor is **required to** provide a Certificate of Insurance using the most current standard ACCORD form or policies upon request by the MAC evidencing that the following items are in force and effect during the entire term of this contract. **NO OTHER CERTIFICATE FORMS WILL BE ACCEPTED.**

Vendor shall not commence work under the contract until they have obtained all the insurance described below and the MAC has approved such insurance. All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the Contract.

POLICY ENDORSEMENT REQUIREMENTS

Vendor's policies shall be endorsed or by terms and conditions as follows:

Name the MAC, its officers and employees as additional insured on the commercial general liability policy with respect to services being provided, however, the MAC is not liable to the insurance company for any premiums, costs or assessments in connection with the contractor's policy, as a result of being an additional insured.

Vendor shall provide the MAC with thirty (30) day's advance written notice of cancellations, non-renewals or reduction in limits or coverage or other material change, including the name of the contract, mailed to the following address.

Brad Johnson, Purchasing Manager
 MAC Purchasing Department
 6040 28th Avenue South
 Minneapolis, MN 55450

Vendor's policy shall be the primary and non-contributory insurance to any other valid and collectible insurance available to the MAC with respect to any claim arising out of this contract. Vendor is responsible for payment of insurance deductibles. If Vendor is self-insured, a Certification of Self-Insurance form must be attached. Vendor understands and agrees that the minimum limits of the insurance herein required may become inadequate, and the vendor agrees that it will increase such minimum limits upon receipt of notice in writing from the MAC.

The Workers' Compensation policy of Vendor or any subcontractors shall contain a waiver of subrogation against the MAC. If Vendor or subcontractors are self-insured the same shall apply by the terms of this agreement.

It shall be the responsibility of Vendor to insure that all subcontractors and sub-subcontractors also secure and maintain equal insurance.

Failure to maintain proper insurance will result in immediate termination of this agreement.

The insurance company waives the right to assert the immunity of the MAC as a defense to any claims made under said insurance.

The workers' compensation policy shall contain a waiver of subrogation against the MAC.

Insurance companies must have an "AM Best" rating of A or better and licensed or admitted in Minnesota.

Workers Compensation	Comprehensive Automobile Liability	Comprehensive General Liability
<ul style="list-style-type: none"> • Statutory Compensation Coverage • Coverage B. Employers Liability with limits of not less than: <ul style="list-style-type: none"> • \$100,000 Bodily Injury per disease per employee. • \$500,000 Bodily Injury per disease aggregate • \$100,000 Bodily Injury by accident 	<ul style="list-style-type: none"> • Minimum Limits of Liability: • \$5,000,000 Per Occurrence Combined Single Limit Bodily Injury and Property Damage for: <ul style="list-style-type: none"> • Owned Automobile • Non-owned Automobile • Hired Automobiles 	<ul style="list-style-type: none"> • Minimum Limits of Liability: • \$5,000,000 Combined Single Limits, Bodily Injury and Property Damage per occurrence.

THE FOLLOWING OPTIONAL COVERAGE MUST ALSO BE PROVIDED

<input checked="" type="checkbox"/>	Personal Injury	<input checked="" type="checkbox"/>	Products/Completed Operations
<input checked="" type="checkbox"/>	Blanket Contractual	<input checked="" type="checkbox"/>	Other
<input checked="" type="checkbox"/>	Broad Form Property Damage		

Vendor understands and agrees that the minimum limits of the insurance herein required may become inadequate, and the vendor agrees that it will increase such minimum limits upon receipt of notice in writing from the MAC. Failure to maintain proper insurance will result in immediate termination of this agreement.

SCOPE OF WORK AND PROPOSAL REQUIREMENTS

1. MSW SERVICE

The selected Vendor will be responsible for providing hauling/disposal services for MSW as indicated in these specifications.

The MAC owns a total of seven (7) MSW compactors; five (5) are self-contained units and two (2) are stationary. All compactors are configured for roll-off trucks using a cable hoist loading system. Vendor must provide two (2) 40-cubic yard receiver boxes for use with stationary compactors. The compactor hauling schedule varies by location from seven (7) days a week to once weekly. Vendor must be able to provide roll-off service seven (7) days a week, including all holidays. There are eleven (11) additional MSW service locations that do not utilize compactors and will require 2- to 8-cubic yard front/rear load containers or 90-gallon carts. Vendor will supply all front/rear load containers, and carts, in sizes and quantities determined by the MAC. Capacity and frequency may be increased or decreased as deemed necessary by the MAC.

A list of current service locations, container types, sizes, quantities and the hauling/collection schedule can be found in the following sections of this document. Proposals should describe in detail the vendor's ability to provide the needed supply of containers.

2. DISPOSAL

The MAC is committed to minimizing the environmental impact of its operations and managing waste in the most environmentally preferable manner possible. To that end, and in accordance with the waste management hierarchy, all MSW managed under this contract must be transported to a facility within the Hennepin County Solid Waste system for waste-to-energy processing. It is preferred that all MSW be delivered directly to the HERC facility. If for operational or other reasons it is not possible or practical to deliver MSW to the HERC facility, another of the Hennepin County facilities may be used as an alternate. The MAC must be notified of any loads of MSW to be delivered to an alternate facility, in advance if possible, or as soon as reasonably possible thereafter. MSW may be delivered to a land disposal facility or transfer facility feeding a landfill only when extreme circumstances exist, making it unfeasible to use an alternate Hennepin County facility. Vendor shall notify the MAC immediately upon becoming aware of such extreme circumstances.

3. CONTAINERS

All containers provided by Vendor shall be in good condition, free of damage, rust, or holes, etc. and have lids originally supplied by the manufacturer that prevent the leak, spill or scattering of contents and prevent the entry of storm water into the container. Containers may have decals displaying Vendor company name/logo and any standard safety markings. Vendor agrees to allow the MAC to place additional signs or decals on Vendor-owned containers. Such signs or decals typically detail acceptable materials or contain other information to aid individuals in the proper disposition of waste materials. At its sole discretion the MAC reserves the right to reject and/or require replacement of containers deemed unsuitable or unacceptable for use. Proposals must state whether and if any container delivery charges are intended either at the beginning of or at any time during the contract. Proposals must state whether and if any container rental or use charges are intended.

4. REPORTS

Vendor shall provide monthly reports for all MSW collected. An Excel spreadsheet format is preferred. The reports must show the net weight of each load/container, by location, and include the date and disposal site. The monthly reports shall reflect the same period of time as the monthly invoices. Vendor may be required, upon request, to provide copies of scale tickets, daily route sheets or other documentation for the purpose of verifying disposal sites. All proposals must include an example report for evaluation by the review team.

5. BILLING

Vendor shall bill the MAC monthly for service, disposal fees, Solid Waste Management Taxes, and Hennepin County Surcharge Fees. Invoices shall show total charges by service location and be itemized to include each transportation and disposal charge separately. Locations having a standard monthly charge shall show the monthly charge separately from applicable taxes and fees.

Vendor shall bill the MAC on a monthly basis for all service costs, including transportation, disposal (tipping) fees, Solid Waste Management Taxes, Hennepin County Surcharge, repair services, repair parts, etc. Invoices must show charges by service location and be itemized to show each individual roll-off load with the transportation charge separated from the disposal charge. Locations having a standard monthly charge shall show the monthly charge separately from applicable taxes and fees. County fees and state taxes shall be collected by the vendor and remitted to the proper government entities.

6. SCHEDULE

Collections shall be done in accordance with a schedule predetermined by the MAC. Vendor must have the ability to provide unscheduled roll-off truck service seven (7) days a week, 365 days a year, including all holidays, in response to emergencies, equipment breakdown or other unplanned events. The MAC reserves the right, at its sole discretion, to make changes to the hauling schedule. Schedule changes are typically made in response to seasonal fluctuations in the number of flights/passengers, construction activities, or other factors affecting the generation of MSW. If unscheduled pickups are required, Vendor must respond within 24 hours.

Terminal operations are synchronized with a consistent and reliable compactor hauling schedule. Concessions tenants, cleaning contractors, airline ground ops, and others rely on the availability of the compactors at the terminal buildings. There are certain times of the day when the removal of a compactor is impractical for the users. Proposals should address the vendor's ability to consistently adhere to an established schedule. The current roll-off hauling schedule and the front/rear load schedule is included in the following sections of this document.

7. COMPACTOR/EQUIPMENT REPAIRS

The selected Vendor will be responsible for providing repairs/maintenance of compactors and related equipment as indicated in these specifications.

MSP operates seven (7) days a week, 365 days a year, including all holidays. Failure of critical equipment can disrupt waste handling processes and upset terminal operations, particularly at loading docks. Critical equipment includes seven (7) MSW compactors, two (2) cart dumpers at stationary compactors and one (1) organics compactor. To minimize the duration of disruptions due to failure of compactors, cart dumpers, etc. Vendor must have personnel, parts and the necessary tools/equipment to perform repairs twenty-four (24) hour per day, seven (7) days a week, including holidays. A repair technician must arrive on-site within three (3) hours of the initial call for service by the MAC. Vendor must also have substitute containers available in the event that a compactor is out-of-service for an extended period of time. Vendor must provide the MAC with a phone number that will be answered 24/7/365 by a company employee who has the authority and ability to dispatch repair personnel and trucks/backup containers in accordance with the requirements set forth in this document. The contact person shall have the ability to stay operationally informed during such situations and provide status reports to MAC staff upon request.

To expedite certain compactor repairs, the MAC has a storage box at the Terminal 2-Humphrey Loading Dock to store spare compactor parts securely. Vendor will have exclusive access and will be required to maintain the inventory. The MAC will purchase all spare parts and parts may be used only for repairs on MAC-owned equipment. Vendor should consult with MAC staff to determine what spare parts should be kept on hand.

MSW generated by airline ground crews is transported in 2-cubic yard pull-carts to a stationary compactor where a hydraulic cart dumper is used to empty the carts. There are approximately forty (40) such carts in use at Terminal 1-Lindbergh that need occasional repairs/maintenance. Common repairs involve tires and/or wheels as well as broken tongues or axles. Inoperable carts are not critical repairs and response is not required after hours or within the three (3)-hour requirement for critical equipment. Vendor must be able to repair these carts in a timely manner.

It may be necessary during the course of this agreement to install new compactors or relocate existing compactors. Vendor shall have the necessary materials, tools/equipment, and expertise to professionally install compactors.

Proposals should describe in detail the Vendor's qualifications and ability to provide comprehensive repair service in a timely manner.

8. RECYCLING SERVICE

The selected Vendor will be responsible for collection, transportation and delivery of recyclable materials to an approved processing facility as indicated in these specifications.

Recycling efforts at MSP target the standard curbside materials in terminal public areas, office and administrative spaces, retail and food/beverage concessions as well as locations supporting aircraft ground servicing. Corrugated cardboard is particularly plentiful in passenger terminal facilities and is baled separately in two different locations at Terminal 1–Lindbergh and at one location at Terminal 2–Humphrey. At all other pick up locations the recyclable material is a mixed, single-stream of cans, bottles, cardboard and paper products. There are a total of fifteen (15) sites where recyclable materials are staged for pick up, typically co-located with MSW compactors or containers. The MAC utilizes 60/90-gallon carts for the management of recyclable materials in public areas of the terminal buildings. Carts are staged in various locations within the facility and are moved to specified pick-up areas (typically loading docks) when they are filled. Other locations utilize 2- to 8-cubic yard front/rear load containers. Vendor will supply all recycling containers in sizes and quantities determined by the MAC. Capacity and frequency may be increased or decreased as deemed necessary by the MAC.

A list of current service locations, container types, sizes, quantities and the hauling/collection schedule can be found in the following sections of this document.

9. PROCESSING FACILITY

Vendor shall disclose any and all facilities that will receive, sort, process, or otherwise manage recyclable materials collected under this contract, the recovery rates of all facilities, and the final destination of the material.

10. CONTAINERS

All containers provided by Vendor shall be in good condition, free of damage, rust, or holes, etc. and have lids originally supplied by the manufacturer that prevent the leak, spill or scattering of contents and prevent the entry of storm water into the container. Containers may have decals displaying Vendor company name/logo and any standard safety markings. Vendor agrees to allow the MAC to place additional signs or decals on Vendor-owned containers. Such signs or decals typically detail acceptable materials or contain other information to aid individuals in the proper disposition of waste materials. At its sole discretion, the MAC reserves the right to reject and/or require replacement of containers deemed unsuitable or unacceptable for use. Proposals must state whether and if any container delivery charges are intended either at the beginning of or at any time during the contract. Proposals must state whether and if any container rental or use charges are intended.

It has been the MAC's experience that it is difficult to maintain the cleanliness of 90-gallon carts used for cans/bottles, particularly at the terminal buildings. Resulting problems include odors and pests (fruit flies), mainly during warm weather months. Previous solutions have included power washing of containers on-site and removal/replacement of carts. Proposals shall detail Vendor's approach to addressing this issue and specify any costs to the MAC.

11. REPORTS

Vendor shall provide monthly reports for all recyclable material collected. An Excel spreadsheet format is preferred. The reports must show the net weight of each material type, by location, by date. Proposals should include details as to how the net weight of recyclable materials will be calculated including any and all estimations and assumptions. The monthly reports shall reflect the same period of time as the monthly invoices. Vendor may be required, upon request, to provide copies of scale tickets, daily route sheets or other documentation for the purpose of verifying disposal sites. All proposals must include an example report for evaluation by the review team.

12. BILLING

Vendor shall bill the MAC monthly for all recycling related service costs. Invoices shall show charges by material type, by service location, and must separate hauling/collection costs from processing costs as appropriate (and if proposed as separate costs). Vendor may propose a flat monthly charge for hauling/collection and processing of recyclable materials.

13. REVENUE SHARING

Vendor may propose to share revenue with the MAC from the sale of recyclable materials. Any revenue sharing must be in the form of a credit applied directly to the next month's invoice. Revenue sharing proposals should be specific with regard to the material type(s), any restrictions, limitations or conditions and what factors are used to determine or calculate value.

14. CONTAMINATION

Every effort is made to minimize contamination in the recycling stream. Recyclable materials are generated in a variety of locations by a variety of activities including food and beverage concessions, retail stores, office and administrative spaces, aircraft cabins, airline ground operations, and public areas in the terminal buildings. Diversion of recyclable materials is performed by and impacted by many different people working at the airport or members of the public who are traveling. A certain degree of trash is commonly found in public area receptacles. Plastic bags that line receptacles are generally not separated from their contents. The program employs numerous educational efforts and receptacles in public areas are clearly labeled. Container openings are oriented toward accepting recyclable material while discouraging trash. Experience has shown that collection of recyclable materials at MSP invariably results in a level of contamination that may exceed the industry average. This is and has been the reality at MSP and Vendor must be able to tolerate this level of contamination and still ensure that the recyclable material is recovered, processed and delivered to secondary markets. Vendors wishing to investigate and examine the composition of the diverted material may do so during the site tour immediately following the mandatory pre-proposal meeting.

15. SCHEDULE

Collections shall be done in accordance with a schedule predetermined by the MAC. The MSP Airport facility operates seven (7) days a week, 365 days a year, including all holidays. Any service changes due to holidays can negatively impact terminal operations, particularly loading dock areas. The MAC wishes to minimize any disruptions to the pre-determined recycling schedule. Vendor shall provide specific information within their proposal that identifies holidays or any other day known in advance that will shift the collection schedule.

The MAC reserves the right, at its sole discretion, to make changes to the hauling schedule. Schedule changes are typically made in response to seasonal fluctuations in the number of flights/passengers, construction activities, or other factors affecting the generation of recyclable materials. If unscheduled pickups are required, Vendor must respond within 24 hours. The current collection schedule for recyclable materials is included in the following sections of this document.

16. OTHER WASTES

Beyond the services outlined above, this contract will include roll-off hauling service for scrap metal, yard waste, organics/food waste and various industrial wastes including street sweepings, absorbents, blast media, rubber removal solids and pavement paint removal solids.

MAC-owned compactors are used for yard waste and organics but Vendor must provide 20- or 30-cubic yard roll-off boxes for the other waste streams. Temporary containers may also be needed for special projects such as construction, demolition or large cleanout jobs. Some of this service will be seasonal in nature and hauling generally is performed on an as-needed basis. Specific information including average weights, number of annual hauls, etc. can be found in the following sections of this document. Proposals must clearly state whether any charges will apply beyond the proposed transportation cost, such as container delivery fees or any container rental or use charges.

17. SCRAP METAL

Loads are transported to A&D Recycling and Recovery in Lakeville, MN. It is the MAC's preference that Vendor be paid for the value of the scrap metal and issue a credit to the MAC, in the same amount, on the next invoice. Proposals shall address Vendor's ability to manage scrap metal payments in this manner.

18. YARD WASTE

Service is as-needed and upon request to The Mulch Store yard waste site in Rosemount, MN. The MAC is billed directly by The Mulch Store for the disposal charge.

19. ORGANICS/FOOD WASTE

Loads are delivered to the Hennepin County Transfer Station in Brooklyn Park, MN. The MAC prefers that tip fees are paid by Vendor and passed through to the MAC. Proposals shall address Vendor's ability to manage tip fees in this manner.

20. SWEEPINGS

This is a non-hazardous industrial waste pre-approved at SKB Environmental – Rosemount Industrial Waste Facility in Rosemount, MN. Waste profile number is MI07-0148. The waste profiling and approval process is the responsibility of the MAC. Manifests for waste shipments will be supplied by the MAC. The MAC is billed by SKB for disposal costs. Due to the weight of this material, the use of a tractor-trailer is preferred as it allows containers to hold more waste thereby reducing the overall number of loads. Proposals shall address Vendor's ability to transport these loads with a tractor-trailer. The MAC prefers that disposal fees are paid by Vendor and passed through to the MAC. Proposals shall address Vendor's ability to manage tip fees in this manner.

21. ABSORBENTS

This is a non-hazardous industrial waste that is managed under SWDI/Stericycle profile # E-378 and is delivered by appointment to the HERC facility in Minneapolis. The waste profiling and approval process is the responsibility of the MAC. Manifests for waste shipments will be supplied by the MAC. SWDI/Stericycle bills the MAC for disposal costs.

22. BLAST MEDIA

Service is as-needed and as-requested for waste generated by MAC Paint Shop media blasting activities. Typical duration on-site is one (1) to two (2) weeks. Each batch of this waste generally has required full evaluation and approval due to it being considered a new waste. Media blasting wastes classified as non-hazardous are delivered to SKB Environmental – Rosemount Industrial Waste Facility in Rosemount, MN. The waste profiling and approval process is the responsibility of the MAC. Manifests for waste shipments will be supplied by the MAC. The MAC is billed by SKB for disposal costs. This waste is project-specific and not a regular ongoing process.

23. RUBBER REMOVAL SOLIDS

Service is as-requested and seasonal for waste generated by a truck-based water blasting process used by MAC Field Maintenance for removal of rubber from runway pavement. Liquids are separated and managed with wastewater discharge approval. The solids are a non-hazardous industrial waste pre-approved at SKB Environmental – Rosemount Industrial Waste Facility in Rosemount, MN. Waste profile number is MI11-0134. The waste profiling and approval process is the responsibility of the MAC. Manifests for waste shipments will be supplied by the MAC. The MAC is billed by SKB for disposal costs. New water blast equipment and processes for runway rubber removal were implemented in 2012. Modifications are anticipated for 2013 to improve dewatering which could affect hauling frequency and container needs. Rubber removal is performed only during warm weather months. In 2012 a container was provided for a period of four (4) to six (6) months and hauled one (1) time.

24. PAINT (PAVEMENT) REMOVAL SOLIDS

Service is as-requested and seasonal for waste generated by a truck-based water blasting process used by the MAC Paint Shop move pavement paint. Liquids are separated and managed with wastewater discharge approval. The solids are a non-hazardous industrial waste pre-approved at SKB Environmental – Rosemount Industrial Waste Facility in Rosemount, MN. Waste profile number is MI11-0104. The waste profiling and approval process is the responsibility of the MAC. Manifests for waste shipments will be supplied by the MAC. The MAC is billed by SKB for disposal costs. This waste is project specific and not a regular ongoing process. Volumes and frequency will vary. The waste generated in 2012 was consolidated with rubber removal solids and transported as a single load.

SUMMARY OF EXISTING SERVICE (page 1 of 3)

SCHEDULED SERVICE: MAC-OWNED COMPACTORS

Name	Location	Description	2012 # of Hauls	Avg Net Weight
MAC I	Terminal 1-Lindbergh Main Loading Dock	Marathon self-contained compactor, 30/34 cu.yd.	371	6.22 tons
MAC III	Terminal 1-Lindbergh, C Concourse Loading Dock	Marathon self-contained compactor, 20/24 cu.yd.	159	2.94 tons
HUMPHREY	Terminal 2-Humphrey Loading Dock	Galbreath self-contained compactor, 30/34 cu.yd.	159	4.04 tons
MAC IV	Terminal 1-Lindbergh, Airside, C Concourse	Galbreath self-contained compactor, 30/34 cu.yd.	107	2.90 tons
MAC V	Terminal 1-Lindbergh, near Gate D-1; connected to trash shute	Marathon self-contained compactor, 34 cu.yd.	55	8.86 tons
ORGANICS COMPACTOR	Terminal 1-Lindbergh, near Gate D-1	Marathon self-contained compactor, 20 cu.yd.	26	5.78 tons

SCHEDULED SERVICE: VENDOR-PROVIDED RECEIVER BOXES

Name	Location	Description	2012 # of Hauls	Avg Net Weight
MAC II	Terminal 1-Lindbergh, on the ramp near Gate D-1	Marathon stationary compactor with RAYFO cart dumper (MAC-owned); 40 cu.yd. receiver box provided by Vendor	184	5.78 tons
MAC VI	Terminal 1-Lindbergh, on the ramp near Gate G-14	Marathon stationary compactor with RAYFO cart dumper (MAC-owned); 40 cu.yd. receiver box provided by Vendor	53	4.05 tons

COMPACTORS – CURRENT SCHEDULE w/TIMES

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
MAC I	04:05-05:15	04:05-05:15	04:05-05:15	04:05-05:15	04:05-05:15	05:30-06:55	07:00-08:25	04:05-05:15	04:05-05:15	04:05-05:15	04:05-05:15	04:05-05:15	07:00-08:25	07:30-08:55
MAC III	05:20-06:30		02:50-04:00		05:20-06:30			05:20-06:30		02:50-04:00		05:20-06:30		
Humphrey	02:50-04:00			02:50-04:00		07:00-08:25		02:50-04:00			02:50-04:00		05:30-06:55	
MAC IV		02:50-04:00			02:50-04:00				02:50-04:00			02:50-04:00		
MAC V		05:20-06:30							05:20-06:30					
Organics	Every other Thursday													
MAC II	06:35-07:45		05:20-06:30		06:35-07:45		05:30-06:55		06:35-07:45		05:20-06:30		08:30-09:25	
MAC VI							08:30-09:25							09:00-10:25

SUMMARY OF EXISTING SERVICE (page 2 of 3)

ON-CALL SERVICE: MAC-OWNED COMPACTORS

Material	Location	Description	# of Hauls	Avg Net Weight
YARD WASTE	Near MAC Field Maintenance Building, 6025 28 th Ave S	Self-contained compactor, approx. 30 cu.yd.	1-2 (annual)	6-7 tons

ON-CALL SERVICE: VENDOR-PROVIDED ROLL-OFF BOXES

Material	Location	Description	# of Hauls	Avg Net Weight
SCRAP METAL	Near MAC Field Maintenance Building, 6025 28 th Ave S	Vendor to provide two (2) roll-off boxes, 30 cu.yd. each; containers needed year-round	8-10 (annual)	4-5 tons
SWEEPINGS	Near MAC Field Maintenance Building, 6025 28 th Ave S	Vendor to provide two (2) roll-off boxes, 20 cu.yd. each; containers needed year-round	26 (annual)	14 tons
ABSORBENTS	Near MAC Field Maintenance Building, 6025 28 th Ave S	Vendor to provide one (1) roll-off box, 20 cu.yd.; container needed year-round	up to 1 (annual)	2-3 tons
BLAST MEDIA	Near MAC Field Maintenance Building, 6025 28 th Ave S	Vendor to provide one (1) roll-off box, 10 or 20 cu.yd.; temporary container, upon request	0-3 (annual)	Varies
RUBBER REMOVAL SOLIDS	Near MAC Field Maintenance Building, 6025 28 th Ave S	Vendor to provide one (1) roll-off box, 20 cu.yd.; temporary container, upon request	TBD	Varies
PAINT REMOVAL SOLIDS	Near MAC Trades Center, 6045 28 th Ave S	Vendor to provide one (1) roll-off box, 10 or 20 cu.yd.; temporary container, upon request	TBD	Varies

FRONT/REAR LOAD SCHEDULED SERVICE –MSW AND RECYCLING

Location	Material	Container Type	Container Quantity	Schedule
Terminal-1 Lindbergh Main Loading Dock	Co-mingled (mixed) Recycling	90-gallon carts	50 / 36*	3 /week
	Baled Cardboard	na	60 bales per month	3 /week
Terminal-1 Lindbergh Gate D-1	Co-mingled (mixed) Recycling	6-yd	one	3 /week
Terminal 1-Lindbergh C-Concourse Loading Dock	Co-mingled (mixed) Recycling	90-gallon carts	18 / 10*	3 /week
	Baled Cardboard	na	18 bales per month	3 /week

SUMMARY OF EXISTING SERVICE (page 3 of 3)

FRONT/REAR LOAD SCHEDULED SERVICE –MSW AND RECYCLING (continued)

Location	Material	Container Type	Container Quantity	Schedule
Terminal-1 Lindbergh Airside, C Concourse	Co-mingled (mixed) Recycling	90-gallon carts	17 / 12*	2 /week
	Co-mingled (mixed) Recycling	8-yd	two	3 /week
Terminal-1 Lindbergh Gate G-14	Co-mingled (mixed) Recycling	6-yd	one	3 /week
Terminal-1 Lindbergh G Concourse / A Street	Co-mingled (mixed) Recycling	60-gallon carts	14 / 10*	2 /week
Terminal-2 Humphrey	Co-mingled (mixed) Recycling	90-gallon carts	16 / 8*	2 /week
	Baled Cardboard	na	10 bales per month	2 /week
Delta Bldg G 7350 34 th Ave S	Co-mingled (mixed) Recycling	8-yd	one	3 /week
MAC Fire Station #1 6920 34 th Ave S	Co-mingled (mixed) Recycling	4-yd	one	1 /week
	MSW	6-yd	one	1 /week
APD - SW Cargo Bldg 7451 26 th Ave South	MSW	6-yd	one	1 /week
Air Cargo Building 7550 22 nd Ave S	MSW	6-yd	one	3 /week
Glycol Lab 2520 Cargo Road	MSW	90-gallon cart	one	1 /week
MAC Fire Station #2 6307 34 th Ave S	Co-mingled (mixed) Recycling	3-yd	one	1 /week
	MSW	4-yd	one	1 /week
Air Traffic Control Tower 6311 34 th Ave S	Co-mingled (mixed) Recycling	3-yd	one	1 /week
	MSW	4-yd	one	2 /week
Navy Building 3201 East 62 nd Street	MSW	2-yd	one	1 /week
MAC Trades Center 6045 28 th Ave S	Co-mingled (mixed) Recycling	8-yd	one	2 /week
	MSW	8-yd	one	2 /week
MAC Field Maintenance 6025 28 th Ave S	Co-mingled (mixed) Recycling	8-yd	one (summer) two (winter)	2 /week
	MSW	8-yd	three	2 /week
MAC General Office 6040 28 th Ave S	Co-mingled (mixed) Recycling	3-yd	one	2 /week
	MSW	4-yd	one	2 /week
FAA Admin Building 6020 28 th Ave S	Co-mingled (mixed) Recycling	4-yd	one	2 /week
	MSW	6-yd	one	2 /week

*container quantity x / x indicates total number of containers on-site / total number of containers typically dumped

EVALUATION OF PROPOSALS

1. SELECTION PROCESS

Each Proposal will be evaluated according to the following process to determine how well it meets the requirements outlined in this RFP. The evaluation criteria will be used by the review team in scoring the Proposals and in making a recommendation to the MAC Commissioners. The MAC Commissioners are not bound by the Review Team/staff recommendation in making its final selection.

2. MINIMUM REQUIREMENTS

Those Proposals failing to meet the minimum requirements may be rejected without further evaluation.

3. EVALUATION

Vendors may be asked to revise, clarify and/or provide additional information during the Proposal review process. These requests will require prompt action by the Vendor. Those Proposals not rejected will be evaluated by the Review Team according to the Evaluation Criteria. The Review Team consists of MAC staff and other evaluators as the MAC determines appropriate.

4. INTERVIEWS

If the Review Team deems it necessary, it may select some or all Proposals as finalists and conduct interviews.

5. STAFF RECOMMENDATION

The Review Team will make its recommendation for award to the MAC Management & Operations (M&O) Committee. The recommendation memo to the M&O Committee is mailed to the Committee and to all vendors approximately one week before the meeting at which the recommendation will be considered.

6. MAC DECISION

The MAC's Management & Operations Committee considers the Review Team's recommendation and makes its recommendation to the full Commission. The MAC full Commission makes the final selection decision.

7. AWARD OF CONTRACT

The MAC will notify the successful Vendor in writing. Upon receipt of the prepared agreement (contract) the Vendor shall return a signed copy to the MAC within 30 days.

8. FORMAT OF PROPOSALS

Proposals should follow the format of the evaluation criteria below. Vendors shall submit seven (7) total copies of their proposal; one must be an original and marked as such. The review team will score proposals based on the following criteria:

EVALUATION CRITERIA AND VALUE

<i>DESCRIPTION</i>	Point Value
<p>QUALIFICATIONS</p> <ul style="list-style-type: none"> a. Identify the firm and its legal status (e.g., corporation, partnership) b. Provide a brief statement on the firm’s background, organization, and size with specific attention to the firm’s solid waste and recycling services <ul style="list-style-type: none"> 1. Describe the number, titles, and tenure of personnel in the firm that would have direct contact with the MAC account and their qualifications 2. Describe the firm’s most significant qualifications for providing the services described in this RFP c. Relevant Experience/References <ul style="list-style-type: none"> 1. Describe the scope of work, including waste volumes, for other customers with similar service needs, particularly any government or municipal contracts or accounts of significant size or complexity d. Overall qualification will include the Vendor’s financial stability based on the information submitted on the Balance Sheet form 	300
<p>VENDORS FINANCIAL INFORMATION</p> <p>Balance Sheet Form to be filled out and submitted (may be sealed and marked “Confidential”)</p>	100
<p>HAULING SERVICES</p> <ul style="list-style-type: none"> a. Address in detail the approach and commitment the company will take to accomplish the required hauling services b. Describe the proposed service plan – ability to accommodate schedule, etc. c. Describe any subcontracting of services tye company might require d. Address Vendor’s capabilities to provide hauling services including: <ul style="list-style-type: none"> 1. Ability to handle MSP volumes 2. Collection Equipment (Vehicles) <ul style="list-style-type: none"> i. Fleet size and quality ii. Provide specific Hauling Capability Qualifications 3. Collection Equipment (Containers) e. Ability to coordinate with current recycling practices <ul style="list-style-type: none"> 1. Fill out and submit Recycling Facility Disclosure Form 2. Management of contamination within recycling streams 3. Managing dirty recycling containers f. Include any innovative methods, concepts or opportunities that might be recommended as being beneficial to the MAC. Proposals may be scored more favorably if the Vendor offers concrete opportunities to reduce costs, reduce waste, improve diversion of recyclable materials, reduce the environmental impact of managing waste, etc. g. Describe the problem resolution procedure Vendor has in place or would put in place to handle problems or disputes with the MAC 	500
<p>REPAIRS AND MAINTENANCE</p> <ul style="list-style-type: none"> a. Address Vendor’s abilities to provide repair / maintenance service including: <ul style="list-style-type: none"> 1. Qualifications of repair personnel 2. Mobile repair capabilities 3. Repair of compactors and carts as described 4. Amount and nature of parts inventory on hand to make repairs 5. Company employee answering repair calls 24 / 7 / 365 6. Three (3)-hour response time for service calls b. Fill out and submit Repair/Maintenance Qualification Form for evaluation c. Include any innovative methods or concepts that might be recommended as being particularly beneficial to the MAC. Proposals may be scored more favorably if Vendor offers specific opportunities to improve equipment reliability, minimize down time, reduce costs, etc. 	500

<p>BILLING AND REPORTS Address Vendor's commitment to the MAC's requirements for:</p> <ul style="list-style-type: none"> a. Monthly Reports including accuracy/reliability of recycling reports b. Billing c. Proposals may include examples of reports/spreadsheets and invoice 	100
<p>SERVICE COST Proposed costs to include:</p> <ul style="list-style-type: none"> a. Overall cost of hauling service, repair/maintenance costs and revenue sharing as calculated from Vendor's Response Form/Price Sheet b. Ability to process monthly payments by credit card 	400
<p>CONFORMITY Complete and comprehensive proposal that addresses all required elements of service</p>	100

CHECKLIST OF DOCUMENTS THAT MUST BE SUBMITTED

(minimum requirements for a proposal to be considered complete)

- Vendor's Detailed Proposal Addressing Specific Service Elements Identified throughout RFP
- Response Form/Price Sheet**
- Certificate of Compliance**
- Affidavit of Non-collusion**
- Balance Sheet**

Upon contract award, the selected Vendor shall provide

- Certificate of Insurance

All Responses are to be sealed and must be received by the MAC Purchasing Department by 1 May 2013 at 12:00 PM.

Vendor shall assume full responsibility for timely delivery to the designated delivery location. If the response is hand delivered it is recommended that Vendor request the document be time-stamped at the reception desk. Oral, telephone or facsimile responses are invalid and will not receive consideration. Late Responses will not be accepted.

Envelope is to be addressed as follows:

RETURN ADDRESS

MAC PURCHASING DEPARTMENT

Attn: Sallie Karels

6040 - 28TH AVE S

MINNEAPOLIS MN 55450-2799

Solid Waste and Recycling

1 May 2013 12:00 PM

RESPONSE FORM/PRICE SHEET (page 1 of 8)

Solid Waste and Recycling Service

DATE ISSUED: 1 April 2013

Complete proposals due on Wednesday, 1 May 2013, 12:00 PM

FOR THE ENTIRE RESPONSE FORM/PRICE SHEET DOCUMENT –
PLEASE PRINT LEGIBLY OR COMPLETE ELECTRONICALLY USING MICROSOFT WORD.

Company Name _____

Contact Person _____

Address _____

Phone _____

E-mail Address _____

SIGNER MUST BE AUTHORIZED TO OBLIGATE THE FIRM CONTRACTUALLY

Authorized Signature

Title

Date

TERMS

The MAC's standard payment terms are net 30 days from receipt of goods or date of invoice, whichever is later. However, Vendor hereby offers the following discount for early payment:

_____ % _____ DAYS

Is your company able to process monthly payments by credit card (VISA)?

Yes

No

RESPONSE FORM/PRICE SHEET (page 2 of 8)

HAULING SERVICE – ROLL-OFF

Please provide your proposed cost for the hauling services detailed below for each of the three (3) years of the contract term. Vendors may include any additional information as needed on an attached sheet. Vendors must disclose ANY and ALL charges. DO NOT INCLUDE State of Minnesota Solid Waste Management Taxes or Hennepin County Solid Waste Management Fees in your costs.

Fuel surcharges will not be accepted and may not be included within proposals.

YEAR 1 (1 August 2013 to 31 July 2014)

COMPACTOR/ CONTAINER	DESTINATION	HAUL CHARGE	DISPOSAL CHARGE/ TIP FEE*	CONTAINER RENTAL	OTHER FEES <small>(Delivery charge, etc. must specify)</small>
MAC I	HERC	\$	\$	MAC-owned	\$
MAC II	HERC	\$	\$	\$ (receiver box)	\$
MAC III	HERC	\$	\$	MAC-owned	\$
HUMPHREY	HERC	\$	\$	MAC-owned	\$
MAC IV	HERC	\$	\$	MAC-owned	\$
MAC V	HERC	\$	\$	MAC-owned	\$
MAC VI	HERC	\$	\$	\$	\$
ORGANICS	Brooklyn Park Transfer Station	\$	\$	MAC-owned	\$
YARD WASTE	Mulch Store/RRT Rosemount	\$	The MAC is billed directly	MAC-owned	\$
SCRAP METAL	A&D Recycling and Recovery	\$	The MAC is billed directly	\$	\$
SWEEPINGS	SKB Rosemount	\$	\$	\$	\$
ABSORBENTS	HERC	\$	The MAC is billed directly	\$	\$
INDUSTRIAL WASTE (NON-HAZ)	SKB Rosemount	\$	The MAC is billed directly	\$	\$

*If Vendor proposes to pass through the HERC tipping fee, enter "HERC". (If Vendor proposes to pass through the SKB tipping fee for sweepings, enter "SKB"). Vendors proposing alternate disposal charge/tip fee pricing mechanisms shall provide a clear and complete description thereof. Attach additional information if necessary.

RESPONSE FORM/PRICE SHEET (page 3 of 8)

YEAR 2 (1 August 2014 to 31 July 2015)

COMPACTOR/ CONTAINER	DESTINATION	HAUL CHARGE	DISPOSAL CHARGE/ TIP FEE*	CONTAINER RENTAL	OTHER FEES <small>(Delivery charge, etc. must specify)</small>
MAC I	HERC	\$	\$	MAC-owned	\$
MAC II	HERC	\$	\$	\$(receiver box)	\$
MAC III	HERC	\$	\$	MAC-owned	\$
HUMPHREY	HERC	\$	\$	MAC-owned	\$
MAC IV	HERC	\$	\$	MAC-owned	\$
MAC V	HERC	\$	\$	MAC-owned	\$
MAC VI	HERC	\$	\$	\$	\$
ORGANICS	Brooklyn Park Transfer Station	\$	\$	MAC-owned	\$
YARD WASTE	Mulch Store/RRT Rosemount	\$	The MAC is billed directly	MAC-owned	\$
SCRAP METAL	A&D Recycling and Recovery	\$	The MAC is billed directly	\$	\$
SWEEPINGS	SKB Rosemount	\$	\$	\$	\$
ABSORBENTS	HERC	\$	The MAC is billed directly	\$	\$
INDUSTRIAL WASTE (NON-HAZ)	SKB Rosemount	\$	The MAC is billed directly	\$	\$

*If Vendor proposes to pass through the HERC tipping fee, enter "HERC". (If Vendor proposes to pass through the SKB tipping fee for sweepings, enter "SKB"). Vendors proposing alternate disposal charge/tip fee pricing mechanisms shall provide a clear and complete description thereof. Attach additional information if necessary.

RESPONSE FORM/PRICE SHEET (page 4 of 8)

YEAR 3 (1 August 2015 to 31 July 2016)

COMPACTOR/ CONTAINER	DESTINATION	HAUL CHARGE	DISPOSAL CHARGE/ TIP FEE*	CONTAINER RENTAL	OTHER FEES <small>(Delivery charge, etc. must specify)</small>
MAC I	HERC	\$	\$	MAC-owned	\$
MAC II	HERC	\$	\$	\$(receiver box)	\$
MAC III	HERC	\$	\$	MAC-owned	\$
HUMPHREY	HERC	\$	\$	MAC-owned	\$
MAC IV	HERC	\$	\$	MAC-owned	\$
MAC V	HERC	\$	\$	MAC-owned	\$
MAC VI	HERC	\$	\$	\$	\$
ORGANICS	Brooklyn Park Transfer Station	\$	\$	MAC-owned	\$
YARD WASTE	Mulch Store/RRT Rosemount	\$	The MAC is billed directly	MAC-owned	\$
SCRAP METAL	A&D Recycling and Recovery	\$	The MAC is billed directly	\$	\$
SWEEPINGS	SKB Rosemount	\$	\$	\$	\$
ABSORBENTS	HERC	\$	The MAC is billed directly	\$	\$
INDUSTRIAL WASTE (NON-HAZ)	SKB Rosemount	\$	The MAC is billed directly	\$	\$

*If Vendor proposes to pass through the HERC tipping fee, enter "HERC". (If Vendor proposes to pass through the SKB tipping fee for sweepings, enter "SKB"). Vendors proposing alternate disposal charge/tip fee pricing mechanisms shall provide a clear and complete description thereof. Attach additional information if necessary.

RESPONSE FORM/PRICE SHEET (page 5 of 8)

HAULING SERVICE – FRONT LOAD / REAR LOAD

Please provide your proposed cost for the hauling services detailed below for each of the three (3) years of the contract term. Vendors may include additional information as needed on an attached sheet. Vendors must disclose ANY and ALL charges. Fuel surcharges will not be accepted and may not be included within proposals.

Location	Material	Container	Schedule	Year 1 Monthly Cost	Year 2 Monthly Cost	Year 3 Monthly Cost
Terminal-1 Lindbergh Main Loading Dock	co-mingled recycle	90-gal carts qty. 50 / 36	3 /week	\$	\$	\$
	cardboard bales	na	3 /week	\$	\$	\$
Terminal-1 Lindbergh Gate D-1	co-mingled recycle	6-yd qty. = one	3 /week	\$	\$	\$
Terminal 1-Lindbergh C Concourse Loading Dock	co-mingled recycle	90-gal carts qty. = 18 / 10	3 /week	\$	\$	\$
	cardboard bales	na	3 /week	\$	\$	\$
Terminal 1-Lindbergh Airside, C Concourse	co-mingled recycle	90-gal carts qty. = 17 / 12	2 /week	\$	\$	\$
	co-mingled recycle	8-yd qty. = two	3 / week	\$	\$	\$
Terminal 1-Lindbergh Gate G-14	co-mingled recycle	6-yd qty. = one	3 / week	\$	\$	\$
Terminal 1-Lindbergh G Concourse / A Street	co-mingled recycle	60-gal carts qty. = 14 / 10	2 / week	\$	\$	\$
Terminal-2 Humphrey	co-mingled recycle	90-gal carts qty. = 16 / 8	2 /week	\$	\$	\$
	cardboard bales	na	2 /week	\$	\$	\$
Delta Bldg G 7350 34 th Ave S	co-mingled recycle	8-yd qty. = one	3 /week	\$	\$	\$
MAC Fire Station #1 6920 34 th Ave S	co-mingled recycle	4-yd qty. = one	1 /week	\$	\$	\$
	MSW	6-yd qty. = one	1 /week	\$	\$	\$
APD - SW Cargo 7451 26 th Ave	MSW	6-yd qty. = one	1 /week	\$	\$	\$
Air Cargo Building 7550 22 nd Ave S	MSW	6-yd qty. = one	3 /week	\$	\$	\$
Glycol Lab 2520 Cargo Road	MSW	90-gal cart qty. = one	1 /week	\$	\$	\$

RESPONSE FORM/PRICE SHEET (page 6 of 8)

HAULING SERVICE – FRONT LOAD / REAR LOAD (cont)

Location	Material	Container	Schedule	Year 1 Monthly Cost	Year 2 Monthly Cost	Year 3 Monthly Cost
MAC Fire Station #2 6307 34 th Ave S	co-mingled recycle	3-yd qty. = one	1 /week	\$	\$	\$
	MSW	4-yd qty. = one	1 /week	\$	\$	\$
Air Traffic Control Tower 6311 34 th Ave S	co-mingled recycle	3-yd qty. = one	1 /week	\$	\$	\$
	MSW	4-yd qty. = one	2 /week	\$	\$	\$
Navy Building 3201 East 62 nd Street	MSW	2-yd qty. = one	1 /week	\$	\$	\$
MAC Trades Center 6045 28 th Ave S	co-mingled recycle	8-yd qty. = one	2 /week	\$	\$	\$
	MSW	8-yd qty. = one	2 /week	\$	\$	\$
MAC Field Maintenance 6025 28 th Ave S	co-mingled recycle	8-yd one (summer) two (winter)	2 /week	\$	\$	\$
	MSW	8-yd qty. = three	2 /week	\$	\$	\$
MAC General Office 6040 28 th Ave S	co-mingled recycle	3-yd qty. = one	2 /week	\$	\$	\$
	MSW	4-yd qty. = one	2 /week	\$	\$	\$
FAA Admin Building 6020 28 th Ave S	co-mingled recycle	4-yd qty. = one	2 /week	\$	\$	\$
	MSW	6-yd qty. = one	2 /week	\$	\$	\$

VENDOR'S HAULING CAPABILITIES/QUALIFICATIONS

The following number of trucks is currently in use in the Minneapolis/St. Paul area:

Number of Roll-off Trucks Currently in Use Daily (Cable Hoist) _____

Number of Front Load Trucks Currently in Use Daily _____

OR

Number of Rear Load Trucks Currently in Use Daily _____

EQUIPMENT REPAIRS/MAINTENANCE

Vendor must provide the MAC with a phone number that will be answered 24/7/365 by a company employee who has the authority and ability to dispatch repair personnel and trucks/backup containers in accordance with the requirements set forth in this document. The contact person shall have the ability to stay operationally informed during such situations and provide status reports to MAC staff upon request.

Employee Name

Phone Number

Title

Proposals should include a description of mobile repair capabilities including number and type of trucks, tools and parts carried, qualifications of technicians, etc.

COST OF REPAIRS/MAINTENANCE

Please provide your proposed rate structure for equipment repair/maintenance services for each of the three (3) years of the contract term. Vendor must disclose any and all costs. Attach additional information if needed. If the proposed rate will differ based on the day of the week or the time of day, the vendor must define those parameters in the spaces below.

EXAMPLE

	<i>BASIC Mon – Fri 6am to 4pm</i>	<i>Weekdays After Hours</i>	<i>Saturdays, Sundays and Holidays</i>
<i>Technician + Service Truck Hourly Rate</i>	<i>\$1 per hour upon arrival at the airport</i>	<i>\$1.50 per hour upon arrival at the airport</i>	<i>\$2 per hour upon arrival at the airport</i>
<i>Other Charges (Trip charge, etc.)</i>	<i>\$1 trip charge</i>	<i>\$1 trip charge</i>	<i>\$1 trip charge</i>

YEAR 1 (1 August 2013 to 31 July 2014)

	BASIC		
Technician + Service Truck Hourly Rate			
Other Charges (Trip charge, etc.)			

YEAR 2 (1 August 2014 to 31 July 2015)

	BASIC		
Technician + Service Truck Hourly Rate			
Other Charges (Trip charge, etc.)			

YEAR 3 (1 August 2015 to 31 July 2016)

	BASIC		
Technician + Service Truck Hourly Rate			
Other Charges (Trip charge, etc.)			

RESPONSE FORM/PRICE SHEET (page 8 of 8)

COST OF REPAIRS/MAINTENANCE (cont)

Parts Cost – In the space below describe how the MAC's cost for parts will be determined, in relation to the price paid by the Vendor.

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PROPOSED DESTINATION FOR RECYCLABLE MATERIALS

MATERIAL	PROCESSING FACILITY (MRF)
Co-mingled (mixed) recyclables	
Cardboard bales	

PROPOSED REVENUE SHARING FOR RECYCLABLE MATERIALS

MATERIAL	REVENUE SHARING DETAILS/FORMULA
Co-mingled (mixed) recyclables	
Cardboard bales	

SUB-CONTRACTOR INFORMATION

COMPANY NAME	SPECIFIC ROLE

CERTIFICATE OF COMPLIANCE FORM (1 of 2)

For bids or proposals that may exceed \$100,000

SECTION I: Employees in Minnesota

1. Have you employed more than 40 full-time employees on a single working day within Minnesota during the previous 12 months?

Yes No

If you answered "yes", complete question 2; if you answered "no", move to Section II.

2. If your answer above is yes, please check one of the following statements.

- Yes**, we have a current Certificate of Compliance that has been issued by the State of Minnesota Commissioner of Human Rights. (Attach a copy of your certificate.)
- No**, we do not have a Certificate of Compliance; however, we submitted an affirmative action plan to the State Commissioner of Human Rights for approval on 20 . We understand that the plan must be approved by the Commissioner of Human Rights by such deadline established by the MAC before any contract or agreement can be executed with the MAC.
- No**, we do not have a Certificate of Compliance and we have not submitted an affirmative action plan. We understand that if a plan is not submitted by such deadline established by the MAC our response will be rejected.

PLEASE NOTE: *Affirmative action plans approved by the federal government, a county, or a city are NOT sufficient for Section I; such plans must still be received, reviewed, and approved by the MN Department of Human Rights.*

SECTION II: Employees outside Minnesota

1. Have you employed more than 40 full-time employees on a single working day during the previous 12 months in the state in which you have your primary place of business and the primary place of business is outside the State of Minnesota?

Yes No

If you answered "yes", complete question 2; if you answered "no", skip to the signature section and complete.

2. If your answer above is yes, please check one of the following statements:

- Yes**, we are in compliance with federal affirmative action requirements that may apply to us.
- (These requirements are triggered, generally, only by participating as a prime or sub vendor on federal projects or contracts. Vendors are alerted to these requirements by the federal government. Contact the Office of Federal Contract Compliance if you have questions.)*
- No**, we are not in compliance. We understand that our response will be rejected and the MAC cannot execute a contract or agreement because of this non-compliance.

For information on how to obtain a Certificate of Compliance or for further information about Certificates of Compliance, see: www.humanrights.state.mn.us/employer_compliance.html.

CERTIFICATE OF COMPLIANCE FORM (2 of 2)

For bids or proposals that may exceed \$100,000

By signing this form you certify that you are authorized to sign on behalf of the firm and that the information filled in is accurate.

Name of Firm

Authorized Signature

Title

Date

Project Name or Item(s) Bid



METROPOLITAN AIRPORTS COMMISSION
6040 – 28th Ave S
Minneapolis MN 55450

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the responder is a corporation).
2. That the attached bid covering the contract for: **Solid Waste and Recycling Service** has been arrived at by the responder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Bid, designed to limit independent quoting or competition:
3. That the contents of the Request for Proposal have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder or its surety on any bond furnished with the Request for Proposal and will not be communicated to any such person prior to the official opening of the Request for Proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signature

Name of Firm

Subscribed and sworn to me this _____ day of _____ 20 ____.

Notary Public

My commission expires _____, 20 ____.

BALANCE SHEET

PLEASE PRINT LEGIBLY OR COMPLETE ELECTRONICALLY USING MICROSOFT WORD.

Date: As of _____ 20 _____

1. State approximately the largest annual gross receipts your organization has realized or is now realizing from the operations of services in any calendar year:

Dollars (\$) _____ Location _____

2. Bank Referenced:

Bank Name	Bank Address

3. Vendor shall furnish its most recent audited financial statements complete with management letter and accompanying notes to the financial statements and the current year unaudited financial statements including a balance sheet, income statement and cash flow statement.

ASSETS

Cash	\$
Accounts Receivable	\$
Notes Receivable	\$
Current Assets, Other than Cash and Receivables, such as Stocks, Bonds, Other Securities.	\$
Real Estate, owned and registered in the name of the applicant.	\$
	\$
	\$
	\$
TOTAL ASSETS	\$

LIABILITIES

Notes Payable	\$
Accounts Payable	\$
Real Estate Encumbrances	\$
Judgments	\$
Other Liabilities	\$
	\$
	\$
Surplus Reserves	\$
Capital Stock Paid Up	\$
Surplus (Net Worth)	\$
TOTAL LIABILITIES	\$

Certified By _____ Date _____
Signature of Officer of the Company, or C.P.A.

Tulsa Airports Improvement Trust (TAIT)

Invitation for Sealed Bids

Airline Terminal Building
Suite A-217

7777 East Apache Street
Tulsa, Oklahoma, 74115

Bid No:

FY17-046-02

Bid Title:

Janitorial Services

Date Advertised:

March 23, 2017 - May 10, 2017

Bid also posted at www.tulsaairports.com



Irrevocable Offer Period. Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the Tulsa Airports Improvement Trust's close of business on the Bid Submission Date until **365** days after the Bid Opening Date.

- One (1) six (6) yard trash cart.
Emptied two (2) times weekly. (Present location - Field Maintenance).
- One (1) four (4) yard trash cart. (Present location - Cargo Road).
Remains on the Compactor dock dumper at all times.
- One (1) four (4) yard trash cart.
Emptied as needed (Present location – Cargo Road - Floater).
- Note: One forty-two (42) yard compactor equals four (4) - thirty (30) yard open top containers.

1.16 **SOLID WASTE RECYCLING SERVICE**

1. The Contractor shall include with their bid, a written, detailed, Solid Waste Recycling Service Proposal. The Contractor, at Contractors expense, shall be totally responsible for establishing a full service, all-inclusive Solid Waste Recycling Service for the Tulsa International Airport and Outlying Buildings.
2. The Contractor shall designate a Solid Waste Recycling contact that will maintain responsibility for the coordinated efforts of the entire program and is required to work with TAIT's Airport Representative, the City and County of Tulsa, local waste removal firms, airlines and all other tenants located throughout Tulsa International Airport and Outlying Buildings.
3. The Contractor shall be responsible for all services required, including, but not limited to, scheduling, personnel, equipment, supplies, recycle disposal containers, outside collection hauling containers, haul fees, recycling cost, disposal fees and all other associated cost and fees. This program shall include, but is not limited to, all trash, cardboard, aluminum, plastic products, office paper, telephone books, paper towels, Styrofoam products, magazines and newspapers. The Contractor shall provide desk side recycling containers for all TAIT office employees and designated voluntary participating Airport tenants. All recycling containers utilized in public areas will be provided by TAIT. The Contractor is responsible for monitoring all containers on a daily basis, removing collected items from all areas cleaned by the Contractor. Recycled paper, plastic and aluminum shall be removed replacing trash bag in container, relocating recycled material to the Contractors provided designated container location for scheduled pick up by a local waste company. Recycle materials collection and disposal containers shall be pre-approved and are at the sole discretion of the Airport Representative
4. Contractor shall be responsible for emptying all recycling materials collection and disposal containers. Materials shall be collected, kept separate and removed from the TAIT facilities daily, if receptacle is full or upon request. Contractor shall deliver collected material to appropriate centrally located larger collection bins, disposal containers, outside collection hauling containers, collection compactors or whatever collection containers Contractor provides for collection processes. All collection bins, disposal containers, outside collection hauling containers, collection compactors or whatever collection containers Contractor provides for collection processes shall be pre-approved and are at the sole discretion of the Airport Representative.

5. Contractor shall maintain, clean and keep any and all recycling collection and disposal and/or collection containers and surrounding areas free of dirt, soil, debris and trash. Papers may not need to be picked up as frequently as wet recyclables, such as bottles and/or cans. Contractor shall breakdown, flatten and place all cardboard in cardboard recycling collection bins and outside collection hauling containers.
6. Contractor shall modify trash and recycling collection procedures as directed by Airport Representative upon request. Those requested changes shall be made in coordination with the janitorial service, the trash and recycling collection service. Any necessary revised trash or recycling schedule, including, but not limited to, disposals, containers, location for loading and unloading, sorting and/or other trash or recycling collection procedures shall be pre-approved and are at the sole discretion of, and determined by, the Airport Representative.
7. Contractor shall be responsible for placing segregated waste materials into the proper receptacles. This includes all current and future waste streams and recycling waste streams. Contractor will handle segregated materials in a manner to ensure that recycling receptacles are not used for inappropriate materials.
8. Contractor's employees shall be responsible for picking up and transporting recycle material to the appropriate receptacle, ANY recyclable material they encounter at any time during their work. Contractor shall be responsible for supporting any future recycling efforts or program enhancements that TAIT implements during the Contract term. Contractor will be constructive in their efforts to comply with TAIT's requested and/or approved recycling and waste management programs. The Contractor shall coordinate all recycling efforts with TAIT'S Airport Representative and TAIT'S Environmental Coordinator.
9. The Contractor shall agree the entire full service, all-inclusive Solid Waste/Recycling Service including, but not limited to, product to be recycled, collection and disposal containers, changes in the recycling materials, segregation approach, locations, types of receptacles, volume of materials generated and future waste streams shall be pre-approved and are at the sole discretion of the Airport Representative.
10. The Contractor shall agree that all services shall be completed as specified within the Contract. Contractor shall agree the scope of this work shall be pre-approved and is at the sole discretion of the Airport Representative.

NOTE: PRESENT RECYCLING PROGRAM

- The present Contractor's Recycling Program is an All-Inclusive Solid Waste Recycling Service. The present Contractor recycles trash by utilizing Covanta Energy Corporation, Energy-from-Waste. Energy-from-Waste is a process that converts municipal solid waste into renewable electricity. The Contractor utilizes a local waste company to haul the compactor to Covanta Energy Corporation, Energy-from-Waste for the recycling process. The compactor is scheduled to be hauled two (2) times a week, or as necessary. The thirty (30) yard open top has not been included into the process. The Contractor is responsible for all scheduling, haul fees, recycling cost and disposal fees.

- The Contractor is presently separately recycling paper, plastic, aluminum and cardboard from all service areas. Utilizing recycling bins, desk side recycling containers and paper shredders, these items are separated and recycled. Plastic, aluminum and cardboard is collected, taken to outside bin locations, for scheduled pick up by Waste Management. Paper is collected, taken to another location, emptied into larger containers, for scheduled pick up by National Recycling, at no charge to the Contractor.

1.17 SOLID WASTE DISPOSAL FEE

1. Contractor shall be responsible for any and all cost and/or fees.

1.18 OFFICE SPACE/STORAGE SPACE

1. Contractor shall maintain an office on Airport premises at all times. TAIT will provide an office for the use of the Contractor. Size and location will be at the sole discretion of the Airport Representative. Contractor shall agree to maintain and keep this area clean and neat at all times. Contractor agrees and shall abide by and remain in accordance with all applicable safety and fire regulations, subject to inspection. The location of the provided office space will be on a space available basis and at the sole discretion and approval of the Airport Representative.
2. Contractor shall be provided storage space to store materials, equipment, chemicals, supplies and tools covered under this contract. All materials, equipment, chemicals, supplies and tools stored are at the sole discretion and approval of the Airport Representative. Contractor shall agree and shall abide by and remain in accordance with all applicable safety and fire regulations, subject to inspection. The location of the storage facility shall be on a space available basis, pre-approved and designed by and at the sole discretion and approval of the Airport Representative. No surplus equipment shall litter any storage area at any time.
3. Work carts and supplies shall remain with Contractor or Contractor's employees at all times. Work carts and supplies shall be labeled and stored safely while janitorial work is being performed. Work carts and supplies shall be returned to storage areas at the completion of each shift.
4. The Contractor shall agree that the provided assigned areas shall be utilized exclusively for Airport Business. The Contractor shall understand and agree that, at any given time, upon the request and at the sole discretion of the Airport Representative, the Contractor shall move from the assigned areas. Available areas shall be assigned and are at the sole discretion of the Airport Representative.
5. All storage areas made available to the Contractor shall be maintained and kept in a clean and orderly condition at all times. Contractor shall agree that all storage areas shall remain in a condition that is in accordance with all applicable Fire and Safety Rules and Regulations, understanding the storage areas are subject to random inspection at all times. Lights are to be turned out when room is not in use.
6. Contractor's equipment and tools shall be safe, clean and in satisfactory working condition at all times, capable of performing the contract specifications. Contractor shall be required to remove all equipment or tools from the immediate work area, if deemed by the Airport Representative to be

2.52 FLOOR GRAPHIC

1. At the time of installation, Contractor shall wax over, all installed Floor Graphics and at the request of the Airport Representative, remove the floor graphics, restoring the floor to the original surrounding floor, i.e. dust mop, scrub, buff and re-coat. All Floor Graphic procedures shall be pre-approved and are at the sole discretion of the Airport Representative.

2.53 AIRPORT SECURITY THREAT

1. Upon the request from Airport Security, due to an Airport Security Threat, Contractor and Contractors employees shall be responsible for and respond immediately, assisting Airport Security in the removal of trash from all Airport trash containers. This response shall only be requested after the K-9 Officers have swept and inspected the entire area.

2.54 WASTE REMOVAL

1. All waste/trash collected by the Contractor and/or Contractor's employees shall be removed by and during the time frame set forth in the specifications of the Contract. Contractor shall remove any and all waste/trash and replace container with liner. This shall include but is not limited to; waste, trash, recycled paper, plastic, aluminum and cardboard from all service areas. Contractor shall collect waste from trash cans, recycle bins, cardboard bins, desk side recycle containers and paper shredders from all service areas cleaned by the Contractor.
2. Recycled paper shall be removed, bagged, replacing trash bag and taken to provided large recycling containers, for scheduled pick up by National Recycling.
3. The Contractor is required to schedule and provide training for Bio-hazardous and Bloodborne Pathogens for all Contractor's employees involved in handling waste. All waste removal procedures shall be pre-approved and are at the sole discretion of the Airport Representative

2.55 RECYCLING SUPPORT

1. The Contractor shall be required to fully support any recycling program set in place by ensuring that segregated materials are placed in the correct containers for recycling. All recycling containers utilized in public areas will be provided by TAIT. All janitorial support staff that is responsible for waste disposal activities shall be made aware of TAIT'S recycling program as the success of the program depends greatly on the support of the successful Contractor.

2.56 EXTERIOR SIGNAGE AND DIRECTORIES

1. Remove soil, dirt, debris and foreign objects from exterior signage and directories utilizing a rag, brush, broom or vacuum. Use a pressure washer and detergent solution to completely clean the sign. Exercise extreme caution to prevent damage to the sign. Clean glass with glass cleaner solution, thoroughly rinsing and drying. Use metal cleaner to clean and polish signage.

Trash Removal and Waste Recycle Proposal

1 containers (10)b– Four (4) cu. yd. containers with empty twice daily, 7 days a week

1 containers – Six (6) cu. yd. containers with empty twice a week

1 open top containers – Four (30) cu. yd. containers with empty twice week

All waste collected in any other container will be disposed of at Tulsa Recycle and Transfer, Oklahoma's only licensed Hybrid Material Recovery Facility or "MRF". At Tulsa Recycle and Transfer they can recover cardboard, paper of any type, plastics #1, 2, and 4, and metals of any type. Typically, 40 to 45 percent of a commercial waste stream will be recyclable. Once the waste is delivered to Tulsa Recycle and Transfer, using a combination of manual and automated processes the waste and recyclables will be sorted, the recyclables will be recovered and the remaining waste will be reloaded into transfer trucks and shipped to the American Waste to Energy Landfill (rev. Oct. 11, 2017). According to the EPA hierarchy of waste disposal of Reduce, Reuse, Recycle, Recover, Dispose, recycling is a step above recovery of energy from waste and is a more environmentally friendly way to handle waste. By utilizing this recycling program, we will be able to utilize the two friendliest methods (recycle and recovery) of waste disposal available.

Additionally, we will continue to use the office paper recycling program currently provided by National Waste.