



# CITY OF SAINT PAUL AGREEMENT

## **PURCHASER (Referred to as "The City")**

City of Saint Paul  
15 W Kellogg Blvd  
Room 280 City Hall Courthouse  
Saint Paul, MN 55102  
Phone: 651-266-8900

## **CONTRACTOR**

Neighborhood Recycling Corporation  
d/b/a Eureka Recycling  
2828 Kennedy Street, NE  
Minneapolis, MN 55413  
612.455.9124  
kated@eurekarecycling.org

Contract No: 958  
Effective Date: January 1, 2017  
Expiration Date: April 30, 2022  
Contract Description: PW - RECYCLING COLLECTION

## **Contacts**

Buyer Contact Information:  
Tiffany Audette, CPPB - tiffany.audette@ci.stpaul.mn.us

City Project Manager Contact Information:  
Kris Hageman - kris.hageman@ci.stpaul.mn.us

Contractor Project Manager Contact Information:  
Kate Davenport - kated@eurekarecycling.org

## **CONTRACT TERMS & CONDITIONS**

THIS AGREEMENT, made and entered into as of the Effective Date set forth above, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City," and The Neighborhood Recycling Corporation, a Minnesota nonprofit corporation, d/b/a Eureka Recycling, hereinafter referred to as "Contractor."

The City and Contractor, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

Contractor agrees to provide the services comprised of tasks, deliverables, and time lines described in this Agreement. City agrees to perform its obligations hereunder in the manner and timeframe required by this Agreement.

### **Time For Completion.**

The services to be rendered by Contractor under this Agreement shall commence on the Effective Date and will be completed in accordance with the schedule mutually agreed upon between Contractor and the City which follows, but no later than the Expiration Date.

### **Project Management.**

The City requires the Contractor to assign specific individuals as principal project members and to assure that the major work and coordination will remain the responsibility of these individuals during the term of the Agreement. Contractor shall provide at least thirty (30) days' prior written notice to City of any substitution or replacement of the initial Project Manager for Contractor identified on the first page of this Agreement, which notice shall include the name and contact information for such replacement or substitute Project Manager. Any substitute or replacement principal Project Manager for Contractor shall be familiar with the services to be performed by Contractor under this Agreement and with the requirements and conditions applicable to Contractor hereunder.

The City has designated the individual on Page 1, as the Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The City's Project Manager shall have the authority to transmit instructions, receive information, and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement.

#### Billings and Payment.

Contractor shall submit an itemized invoice monthly. The City shall make payment to Contractor within thirty (35) days of receipt of the invoice.

#### City Responsibilities.

The City agrees to provide Contractor with access to any information from City documents, staff, and other sources needed by Contractor to complete the work described herein, including but not limited to city education actions and customer service communications.

#### Amendment or Changes to Agreement.

A. City or Contractor may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized in writing in advance by the City.

B. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

C. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment, modification, or supplement. The term "this Agreement" as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

#### Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed to the attention of the individuals and addresses listed above for the City and Contractor, respectively.

#### Survival of Obligations.

A. The respective obligations of the City and Contractor under these terms and conditions, which are expressly stated herein to continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.

B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

#### Entire Agreement.

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

#### Records, Dissemination of Information.

A. For purposes of this Agreement, the following words and phrases shall have the meanings set forth in this section, except where the context clearly indicates that a different meaning is intended.

"Work product" shall mean any report, recommendation, paper, presentation, drawing, demonstration, or other materials, whether in written, electronic, or other format that results from Contractor's services under this Agreement.

"Supporting documentation" shall mean any surveys, questionnaires, notes, research, papers, analyses, whether in written, electronic, or in other format and other evidences used to generate any and all work performed and work products generated under this Agreement.

"Business records" shall mean any books, documents, papers, account records and other evidences, whether written, electronic, or in other forma, belonging to Contractor and pertaining to work performed under this Agreement.

B. All deliverable work products and supporting documentation that directly result from the Contractor's

services under this Agreement shall be delivered to the City and shall become the property of the City after final payment is made to the Contractor with no right, title, or interest in said work products or supporting documentation vesting in Contractor, except as provided in this section. Contractor shall retain the right to all its software, intellectual property and templates that are not a project specific deliverable as well as to individual features of the design which Contractor would reasonably expect to be able to recreate in whole or in part in other projects.

B. Intentionally Omitted.

C. The Contractor agrees not to release, transmit, or otherwise disseminate information directly associated with the work performed under this Agreement without prior written consent of the City not to be unreasonably withheld, conditioned or delayed, and except as necessary or appropriate for the performance of its work and services hereunder, or in the ordinary course of Contractor's business and operations. Nothing set forth in this Section shall be construed to limit or impair the production or distribution by Eureka Recycling of any materials which do not expressly relate to the City's programs or initiatives described above, or contain only incidental reference to the City, and shall not be deemed to cover materials produced or distributed by Eureka regarding general waste or recycling policies, education or advocacy.

D. Intentionally Omitted.

E. The Contractor agrees to maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly authorized representative.

F. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Contractor must comply with those requirements as required by applicable law. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

Human Rights/Affirmative Action/Economic Opportunity.

Contractors must comply with the City of Saint Paul's Human Rights Department's Affirmative Action Requirements in Employment pursuant to Section 183.04 of the Saint Paul Legislative Code, the Rules Governing Affirmative Requirements in Employment, and Chapter A-17 of the Saint Paul Administrative Code governing racial harassment. The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

Affirmative Action Contract Specifications.

Every contractor or subcontractor whose total accumulated contract awards from the City of Saint Paul over the preceding twelve months have met or exceeded \$50,000 must complete and submit to the City's Human Rights Department an Affirmative Action Program Registration form along with a \$75 registration fee (City of Saint Paul Administrative Code Ordinance 86.06 and City of Saint Paul Legislative Code Ordinance 183.04).

Compliance With Applicable Law.

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by any agency of such governmental units, insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required to be maintained by Contractor for the performance of its obligations under this Agreement.

Conflict of Interest.

Contractor's acceptance of this Agreement indicates compliance with Chapter 24.03, City of Saint Paul Administrative Code: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City. The contractor also affirms that to the best of the Contractor's knowledge, their involvement in this contract does not result in a conflict of interest with any part or entity which may be affected by the terms of this contract." The Contractor

agrees that it will promptly notify the City's Project Manager in the event it is notified or has actual knowledge of any conflict of interest or potential conflict of interest relating to this Agreement.

**Hold Harmless.**

The Contractor shall defend and indemnify the City of Saint Paul, its officers, agents, and employees, from all claims, actions, or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property, resulting from any negligent act or omission by the contractor or any person employed by Contractor in carrying out the terms of this Contract.

**Assignment.**

The City and Contractor each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the City nor the Contractor will assign or transfer their interest in this Agreement without the written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed..

**Termination.**

This Agreement will continue in full force and effect until the Expiration Date unless either party terminates early for cause.

**A. With Cause.**

The City and the Contractor each reserves the right to terminate this Agreement if the other party hereto violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement as determined by the City or the Contractor, as applicable, which violation or nonfulfillment continues unremedied after thirty (30) days following written notice thereof from City or the Contractor, as applicable, to the other party. In the event that the City or the Contractor exercises its right to terminate under this Section, it shall submit written notice to the other party, specifying the basis for the termination, and the date upon which such termination becomes effective, if breaches have not been remedied.

B. In the event of termination, the City will pay Contractor for all services and/or products actually and properly rendered up to the termination date specified in the termination notice, in accordance with the customary invoice and payment terms set forth above.

**Renewal.**

This Agreement may be renewed for periods as detailed in the specification, if agreeable to both parties on such terms and conditions set forth therein.

**Alterations.**

Any alteration, variation, modification or waiver of the provisions of the specifications that may have occurred during the bidding process or amendments to this Contract shall be valid only when reduced to writing.

**Interpretation of Agreement, Venue.**

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

**Independent Contractor.**

It is agreed by the parties, that at all times and for all purposes, within the scope of the Agreement resulting from this solicitation, the relationship of the Contractor to the City is that of independent contractor and not that of employee. No statement contained in the specification or resulting Agreement shall be construed so as to find the Contractor an employee of the City, and Contractor shall be entitled to none of the rights, privileges, or benefits of Saint Paul employees.

**Waiver.**

The waiver by the City of any breach under the terms of this Agreement or the foregoing by the City of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the City's right to any rights and/or remedies with respect to any subsequent breach or default of the terms of the contract. The rights and remedies of the City provided or referred to under the terms of the contract are cumulative and not mutually exclusive.

**Setoff.**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor.

**Subcontracting.**

The Contractor agrees not to enter into any subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

**Force Majeure.**

Neither the City nor the Contractor shall be held responsible for performance if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive.

**Entire Agreement.**

This Agreement, including all exhibits attached hereto, shall constitute the entire Agreement between the parties and shall supersede all prior oral or written negotiations. All exhibits, schedules and addenda attached to this Agreement are incorporated into and made part of this Agreement by this reference. In the event of any conflict between Exhibit A to this Agreement and any other term or provisions set forth herein, the terms set forth in Exhibit A shall govern and control.

**Insurance.**

A. Contractor shall be required to carry insurance of the kind and in the amounts shown below for the life of the Agreement. Certificates for General Liability Insurance should state that the City of Saint Paul, its officials, employees, agents and representatives are Additional Insureds.

**1. General or Business Liability Insurance**

- \$1,500,000 per occurrence
- \$2,000,000 aggregate per project
- \$2,000,000 products/completed operations total limit
- \$1,500,000 personal injury and advertising

Policy must include an "all services, products, or completed operations" endorsement when appropriate.

**2. Automobile Insurance-(When Commercial vehicles are used in connection with a contract)**

- a. Bodily Injury \$750,000 per person \$1,000,000 per accident
- b. Property Damage not less than \$50,000 per accident Coverage shall include: hired, non-owned and owned auto

3. Automobile Insurance – When Personal vehicles are used in connection with a contract, the City is not required to be named as Additional Insured, but proof of insurance is required prior to commencement of activities. Contractor must provide City with Endorsements from insurance company.

- a. Bodily Injury \$30,000 per person \$60,000 per accident
- b. Property Damage \$20,000 per accident

4. Automobile Insurance – When Rental vehicles are used in connection with a contract, the Contractor shall either purchase insurance from the rental agency, or provide City with proof of insurance as stated above.

**5. Worker's Compensation and Employer's Liability**

- a. Worker's Compensation per Minnesota Statutes
- b. Employer's Liability shall have minimum limits of \$500,000 per accident; \$500,000 per employee; \$500,000 per disease policy limit.
- c. Contractors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

6. Professional Liability Insurance is required when a contract is for service for which professional liability insurance is available for purchase.

- a. \$1,000,000 per occurrence
- b. \$2,000,000 aggregate

**7. General Insurance Requirements**

- a. All policies shall be written on an occurrence basis or as acceptable to the City. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if company carries errors and omissions coverage.
- b. The Contractor may not commence any work until Certificates of Insurance covering all of the

insurance required for this project is approved and the Project manager has issued a notice to proceed. Insurance must remain in place for the duration of the original contract and any extension periods.

c. The City reserves the right to review Contractor's insurance policies at any time to verify that City requirements have been met.

d. Nothing shall preclude the City from requiring Contractor to purchase and provide evidence of additional insurance if the scope of services change, if the amount of the contract is significantly increased, or if the exposure to the City or its citizens is deemed to have increased.

e. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy shall be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies shall be provided with any certificate of insurance.

**Exhibit A - SOW**

WORK SCOPE PURSUANT TO EVENT# 284 PLANS, SPECS, ADDENDA, AND ALL RELATED DOCUMENTS TO INCLUDE VENDOR'S PROPOSAL RESPONSE, AND NEGOTIATED ITEMS AS DETAILED IN EXHIBIT A & B, ATTACHED HERETO.

| <b>Item</b>                 | <b>Item Description</b>       | <b>Base Cost</b> |
|-----------------------------|-------------------------------|------------------|
| SUD COLLECTION              | SUD WEEKLY COLLECTION MONTHLY | \$3.67           |
| PER MUD BUILDING 5-11 UNITS | MUD WEEKLY COLLECTION MONTHLY | \$10.00          |
| CART MANGEMENT PLAN         | CART MGMT PLAN PER MONTH      | \$4,500          |

Exhibit A

Recycling contract Scope of work for collection services at Single Unit Dwellings (SUDs), Multi Unit Dwellings (MUDs A)

A. Recyclable Materials to be Collected in Saint Paul Under the City's *All In™* Program

The Contractor will collect recyclable materials as listed in Table 1. The City retains the right of final approval of any additions or deletions to the list of recyclable materials in the Contract.

Table 1

| <b>SINGLE STREAM RECYCLABLES</b>   |
|--|
| <p><b>Paper products:</b></p> <ol style="list-style-type: none"> <li>1. Newspaper (inserts are acceptable)</li> <li>2. Magazines, mail, phonebooks and home office paper</li> <li>3. Envelopes (envelopes with windows or metal clasps are okay)</li> <li>4. Corrugated cardboard</li> <li>5. Boxboard (crackers, cereal, pasta, toothpaste, soda and beer boxes)</li> <li>6. Pizza boxes</li> <li>7. Milk cartons and juice boxes (including soy milk, soup and broth cartons)</li> <li>8. Hard and soft cover books</li> <li>9. Paper towel and toilet paper rolls</li> <li>10. Cardboard Food cans</li> <li>11. Refrigerated (not frozen) food boxes</li> </ol> |
| <p><b>Rigid plastic bottles or containers:</b></p> <ol style="list-style-type: none"> <li>12. Plastic bottles coded with a number 1, 2, 4, 5 or 7 label</li> <li>13. Yogurt and margarine tubs and similar non-bottle rigid plastic containers</li> <li>14. Transparent “to-go” containers</li> <li>15. Transparent deli containers (except #6)</li> <li>16. Produce containers</li> </ol>   |
| <p><b>Steel and aluminum</b><br/>Cans, foils and trays</p>   |
| <p><b>Glass bottles and jars</b></p>   |
| <p><b>Clothes and linens</b><br/>Usable clothes and linens collected separately in a plastic bag clearly marked “clothes and linens”. Clothes and linens are also collected at the drop-off center. Clothes and linens are not collected at CDLs. Clothes and linens must be cleaned and dry and include:</p> <ol style="list-style-type: none"> <li>1. Linens (towels, sheets, blankets, curtains, tablecloths)</li> <li>1. Clothes and miscellaneous accessories (e.g.: belts, coats, hats, gloves, shoes, and boots)</li> <li>2. Clean fabric scraps and rags</li> </ol>  |

• B. Collection of Recyclable Materials

Contractor will collect recyclables from City owned carts at all SUDs, MUDs A (5-11 units)

The standard size cart for SUD collections will be sixty-four (64) gallons nominal capacity, although larger or smaller carts may be used when circumstances warrant an alternative size. The standard size cart for MUD A will be ninety-five (95) gallons nominal capacity. SUD and MUD A Collections will occur weekly in the alley or curbside similar to where trash is collected.

Table 2

| <b>Location</b>    | <b>Standard Container size</b> | <b>Collection Frequency</b> | <b>Collection Location</b> |
|--------------------|--------------------------------|-----------------------------|----------------------------|
| SUD (1-4 units)    | 64 gallon cart                 | Weekly                      | Alley or curb              |
| MUD A (5-11 units) | 95 gallon cart                 | Weekly                      | Alley or Curb              |

Recycling carts shall be placed for collection at the same location as specified by the City for cart distribution and placement. Some recycling set outs (approximately 65%) will be in the alley. For SUD and MUD A properties without alleys the recycling carts will be collected curbside. Property owners will be advised to place the cart with the handle toward the house or property and the lid opening toward street. If proper protocol is not followed by the resident or property manager the Contractor will leave an education tag addressing the issue. The Contractor shall collect from each participating household and building all acceptable materials that have been prepared according to publicized procedures. The driver is required to place the emptied cart back down in the same location as set by the resident or property manager. In no case is the cart to be left in the street, alley or in a location where it is obstructing vehicle or pedestrian traffic.

Every reasonable effort must be made to provide collection service on the designated collection day. Liquidated damages will not be initiated as a result of inaccessible carts as defined in Appendix A. The city requests daily notification of any carts that are deemed to be inaccessible with a description of why that determination was made. Once inaccessibility issues have been corrected by the resident, The Contractor will service the cart on the next scheduled collection day.

In the event there are occasions when carts are temporarily obstructed for a period of time on the regularly scheduled collection day (e.g. utility truck or other vehicle blocking property or entrance to the alley) Contractor shall make an additional attempt on the same collection day to access the cart(s). If the carts are not accessible on a second attempt, Eureka shall notify the city of the obstruction.

Walk-up service as defined in Appendix A shall be provided for all customers who request it. Contractor will keep records of walk-up service customers and submit an updated list on a quarterly basis to the City.

- C. Collection Routes

SUD and MUD A Collection days may be organized so that all of one day's collections will be adjoining to balance and optimize the sequencing of collections, decrease the number of miles



driven and address service issues efficiently. Final collection day boundaries will be mutually developed and agreed upon by the Contractor and the City. Final collection days will be established no later than August 31, 2016.

- D. Collection Equipment

The Contractor must provide documentation of the vehicles and equipment that will be used to collect Recyclables, and the maintenance, repair and replacement program for that equipment. Information shall include the number, capacities and age of cart-compatible vehicles and type of other equipment pieces to be used including percent "spares". Collection vehicles must have the capability to be loaded with semi-automated tipper attachments on both sides and/or the rear of the collection vehicle, as well as by fully-automated collection on the right side (curbside) of the vehicle in order to be used in both curbside and alley collections, allowing for the most efficient routing for services. The design of the vehicles will provide for a low-entry tipping point for the cart collection to eliminate the risk of damaging overhead wires or garage eaves during the tipping of the carts in alley collections. The collection drivers will be responsible for the safe and efficient collection of carts from all residential customers. Certain alley collection customers may require alternative rear-loading collection vehicles to provide service due to alley size of turning radius requirements.

At the time of the contract commencement, the Contractor's primary fleet of vehicles must be no more than five (5) years old and the Contractor must verify that the Contractor has in place or has purchase options on equipment required for the number of routes proposed.

The city owned collection carts will be equipped with a unique serial number and RFID tag. For the purpose of tracking service and address related issues the Contractor will use a GeoLocation technology. At the time of contract execution the Contractors collection vehicles are not required to have RFID readers on board. Contractor agrees to cooperate with the City in exploring the use of new technologies as they become available to improve service, cart inventory control and participation.

Each vehicle will be equipped with hopper cameras that allow the collection staff to monitor contamination when tipping materials using the fully automated tipping functions. When using the semi-automated features, the collector will be out of the cab and watching the materials as they go into the hopper. Each vehicle will have the technical capability – and the driver will have the responsibility – to record the number of carts and number of times carts are served and information of contamination or service problems for reporting purposes.

- E. Container Roll-out, Inventory and Maintenance

The City will own the recyclables collection carts. Initial cart assembly and distribution will be conducted by either the designated cart manufacturer or a third party. Except on a limited basis the City will not allow cart switch outs for different sizes until April 3, 2017.

Urgent switch outs will be addressed on a case by case basis in the following circumstances: addressing the immediate needs for less able bodied residents, residents with significant space constraints or full refusal to accept the cart.

- Urgent switch outs prior to January 1, 2017 will be handled by the city's cart

distribution contractor.

- The cart distribution contractor will receive calls directly from residents. The City and Contractor will direct residents to call the cart distribution contractor directly and will forward any random requests as received.
- Urgent switch outs after January 1, 2017 will be handled by The Contactor.
  - The Contactor will take calls for urgent switch outs through its hotline beginning January 1, 2017 and service up to 750 requests prior April 3, 2017.
  - If there are more than 750 switch out and cart removal requests before April 1, 2017, the City of Saint Paul and the Contactor will assess the number and mutually agree upon a service plan which may include additional fees.
- The Contactor will take calls for regular switch outs through its hotline beginning January 1, 2017 and service up to 750 of those requests starting April 3, 2017 (90 days after roll out) and before May 12, 2017.
  - The Contactor will update the City March 1, 2016 on the number and details of requests in their tracking system.
  - If there are more than 750 switch out and cart removal requests between April 3, 2017 and May 12, 2017, the City of Saint Paul and the Contactor will assess the number and mutually agree upon a service plan which may include additional fees.

All switch outs after May 12, 2017 will be handled per the Cart Management Plan.

Contractor will manage the cart maintenance, inventory control, warranty compliance, repair and switching sizes of the carts at individual properties. The Contractor is responsible for providing the city with monthly and annual reports documenting inventory changes, switch outs of container size, repairs made on broken carts and the number of carts taken out of inventory.

- F. Delivery of Recyclable Materials

The Contractor shall deliver Recyclable materials to the City approved Materials Recovery Facility ( Eureka Recycling, 2828 Kennedy St. NE, Minneapolis, MN)

- G. Weighing of Loads

Contractor will keep accurate records consisting of the date, time, collection route, driver's identification, vehicle number, tare weight, gross weight, net weight, and number of recycling stops for each loaded vehicle. Collection vehicles will be weighed empty to obtain a tare weight and weighed after completion of a route or at the end of the day, whichever occurs first.

Contractor will annually establish tare weights for each collection vehicle. These records shall be maintained on file by the contractor for at least three years in the event of an audit by the City or County.

- H. Hours of Operation

Recyclables shall be collected between the hours of 7:00 a.m. and 6:00 p.m. No change in Recyclables collection day may be made without prior written permission of the City.

- I. Personnel for Collections

Contractor shall provide a list of all management and supervisor staff at the time of execution of the contract. The Contractor shall notify the City via email or letter any change to management or supervisory staff. Management and supervisory personnel shall have:

At least five (5) years' experience in Collection of recyclable materials or commensurate experience

Supervisory experience in collection program operations or commensurate experience.

The Contractor shall have:

Adequate personnel to staff daily operations needed to fulfill the delivery requirements and perform its obligations under this Agreement.

- J. Excluded Materials

Drivers will tip recycling carts even if there are some non-recyclable items in the cart documenting the types of non-recyclable items found to inform the general education efforts. If the driver notices excluded materials or excessive non-recyclable items in a cart, the driver shall not tip the cart and will leave an educational tag asking the property owner or manager to call the Contractor to resolve the issue. Bulky or other non-recyclable items in the cart may also require the Contractor to tag the cart if it cannot be safely emptied without taking the large item. If the property owner or manager calls the Contractor and agrees to remove the excluded materials and/or non-recyclable item(s), the Contractor will service the following scheduled service day for that address. . The Contractor will make good faith efforts to minimize collection of Excluded Materials and Non-Recyclable materials. See Appendix A for definitions.

- K. Chronic Late Set Out, Inaccessible Account, Contamination or Trash Issues\*

In relation to Late Set Out or Inaccessible issues the following protocol is applicable:

The Contractor will inform the property owner by leaving an education tag on the cart if possible about the issue to instruct the property owner as to how to rectify the problem. The driver will document the action and record further instances if the problem is not resolved. If an account has not corrected the issue for a period of 14 days (2 collection opportunities) it will be placed in Chronic Problem (CP) status. Once the account is placed in CP status the Contractor will notify the City of the property's status. The City will write a letter, within 5 business days, to the property owner to address the issue and encourage compliance. Contractor will collect from the account again on the next scheduled collection day only after the issue has been resolved.

In relation to Contamination or Trash issues the following protocol is applicable:

The Contractor will inform the property owner by leaving an education tag on the cart about the issue to instruct the property owner as to how to rectify the problem. The driver will leave the excessive contamination in the cart. The driver will document the action and record further instances if the problem is not resolved. If an account has not corrected the contamination issues for a period of 14 days (2 collection opportunities) it will be placed in Chronic Problem (CP)

status. Once the account is placed in CP status the Contractor will notify the City of the property's status. The City will write a letter, within 5 business days, to the property owner to address the issue and encourage compliance. If excluded material and/or non-recyclable items have remained in the cart for two (2) consecutive weeks after receipt of the letter, Eureka will notify the City via email, dispatch a garbage collection truck to empty the cart and charge the City \$25 per cart per incident.

\*City of Saint Paul Code of Ordinances related to Public Health and Safety may take precedence relating to managing a Chronic Trash Problem residences

- L. Title to Recyclable Materials and Liability for Rejected Loads

There shall be no scavenging of Recyclable materials by the Contractor's route personnel. It is unlawful for any person other than the City's recycling Contractor to collect, remove, or dispose of designated recyclables after the materials have been placed or deposited for collection in the recycling containers (City Code Sec. 357.10). The owner, owner's employees, owner's independent hauler's employees, or City's recycling Contractor's employees may not collect or scavenge through recycling in any manner that interferes with the contracted recycling services.

Contractor will immediately report all witnessed scavenging to City of Saint Paul (Ramsey County dispatch) at 651-291-1111.

All Recyclables collected shall be transported to the Material Recovery Facility (MRF). Title to Recyclable materials will transfer to the Processing Contractor upon delivery and unloading at the MRF and acceptance by the Processing Contractor unless the Processing Contractor rejects the load, in which case the title to and liability for the material reverts to the Collection Contractor. The Collection Contractor shall notify the City of the rejected load.

- M. Severe Weather

Recycling collections may be postponed due to severe weather at the sole discretion of the Contractor. "*Severe Weather*" shall include, but shall not be limited to, those cases where the temperature at 6:00 a.m. is  $-20^{\circ}$  degrees F or colder or the City of Saint Paul has declared a weather-related emergency. Upon postponement, Contractor shall immediately notify the City and put notice on the Contractor's website and use other means to contact residents. The City will be responsible for notifying the residents by social media, email notification and any other means identified by the City. The Contractor shall make every effort to collect materials the following day if weather permits.

- N. Major Holidays

The collection and delivery of recyclables to the MRF shall be Monday through Friday and on Saturdays following major holidays or City declared snow emergencies. For example, if Independence Day falls on a Wednesday, then the collection and delivery of recyclables shall be

on Thursday, Friday and Saturday of the same week. See list of Major Holidays as defined in Appendix A.

The City shall be responsible for determining the alternate collection day and for publicizing any changes in collection schedules due to observance of the above holidays and for informing the Collection Contractor and Processing Contractor of the change in schedule. The Collection Contractor will also be responsible for publicizing any changes in collection schedules on their web pages and making sure customer service staff has up to date information.

The collection and delivery of the City's recyclables to the MRF on Sundays shall not be allowed unless otherwise approved by the City.

- O. Change, Suspension or Termination of Collection Operations

The Contractor shall ensure that adequate collection capacity will be provided for City's Recyclable materials for the duration of the term of the Contract. The Contractor shall provide written notice to the City at least 90 days in advance of any planned change in operations for collecting Recyclables collected within the City.

If the Contractor suspends or terminates operations for any reason other than temporary suspensions for severe weather or other safety issues, the City must be notified immediately via email. The City shall have the right to recover from the Contractor any additional expenses incurred for the handling of Recyclable Material until normal operations resume. These recoverable City expenses may include, but are not limited to, the use of alternate collection equipment and/or personnel during the period of such suspension or termination of operations, including any additional tipping fees or collection costs associated with such use.

- P. Safety

In order for Recyclables Collection be conducted in a manner that is safe for residents, pedestrians, other vehicles and personnel, the Contractor shall be held accountable to the highest possible safety standards both on the routes and at the MRF.

- Q. Utilities

The Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations under this Agreement Contractor shall repair or replace same, or failing to do so promptly, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from payment to be made to the Contractor. Contractor is not responsible for damage to utilities in any right-of-ways which are not maintained in compliance with required clearance distances.

- R. Damage To Property

The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement. The Contractor shall repair or replace any private or public

property, including, but not limited to sod, mailboxes, or recycling bins/carts, which are damaged by the Contractor. Contractor is not responsible for tree, tree limb, or damage to other plantings that intrude upon the regular passage of collection vehicles through alleys through the City. Contractor shall make repairs or replacements, at no charge to the property owner, within 48 hours, or if repairs or replacements cannot be made in such time, as soon as is commercially possible. Repairs to damaged sod, fences, mailboxes, or other non-portable objects must return the property to the pre-existing condition. Replacement of portable property such as recycling bins/carts, trash bins, etc, shall be with an equivalent object or the cost thereof if a replacement is not available. If the Contractor fails to repair or replace the damaged property within the appropriate timeframe, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall reimburse the City for any reasonably incurred expenses within 30 days of receipt of the City's invoice.

- S. Street Improvements

This Contract is subject to the rights of the State of Minnesota, Ramsey County or the City of Saint Paul to improve their highways and streets. The City of Saint Paul shall make its best efforts to maintain access and whenever possible, communicate information and instructions about how the Contractor may best provide services in the improvement area. The Contractor accepts the risk that such improvements may prevent the Contractor from traveling its accustomed route or routes for the purpose of collecting recyclables. The Contractor agrees not to make any claim for compensations against a City for such interference. Contractor shall adjust collection service protocol in order to provide recyclables collection as scheduled. If streets and/or alleys are deemed to be impassable or un-driveable due to street improvements, the Contractor will work to service as soon as obstructions are removed. The Contractor will not incur liquidated damages due to service delays in this case.

#### T. Street and Alley Access

If streets and/or alleys are deemed to be impassable or un-driveable due to weather related instances such as snow or downed trees, the Contractor will service as soon as possible. The Contractor will not incur liquidated damages due to service delays in this case.

- U. Education Program

The City recognizes that a consistent and comprehensive education program is critical to the success of the *All In<sup>TM</sup>* program. The City will work with the Contractor, property managers, and residents to increase participation, and increase the amount of acceptable materials that are placed in and collected from recycling containers.

The City will be responsible for generating the majority of education and outreach materials used for the *All In<sup>TM</sup>* Program. Any educational materials generated by the Contractor, related specifically to the recycling contract for SUDs and MUD As, must be reviewed and approved by the City prior to dissemination. The City will provide the Contractor an opportunity to provide

input, prior to printing and/or posting, on program specific education developed by the City for the SUD and MUD As. The City will, at a minimum, be responsible for:

- Annual Residential Recycling Guide
- Annual utilities bill stuffer
- Education Tags
- Educational videos
- Creation of social media materials
- Responsible for *All In<sup>TM</sup>* program press releases and media announcements
- Notification of City approved day changes or service changes.

The Contractor will have an active role in education activities that include, but are not limited to:

- Use of City provided education tags at the point of collection;
    - Tags can include information regarding acceptable materials, preparation requirements, thank you for recycling correctly, placement or accessibility of the cart, contact information, or other necessary educational information;
    - Enforcement of recycling rules during cart collection to maximize acceptance of recyclables while minimizing contamination or unacceptable materials;
    - Communicating directly with property managers;
    - Addressing other site-specific problems (including but not limited to: high contamination levels, inaccessibility to carts, and overflowing/capacity needs);
  - Including a link to City of Saint Paul *All In<sup>TM</sup>* on Contractor's web site; and
  - Maintaining and publicizing a customer service phone line.
- 
- V. Participation Study

Once each year, the Contractor shall perform a participation study to determine both a set-out and participation rate in the City's SUDs and collection programs. The study spans six collection weeks.

The contractor will track participation of MUDs A through its on board geo location and actuator technology on a weekly basis. This data will be used to report MUD As participation in the annual participation study and report.

The **set-out rate** is the average number of households that set materials out for recycling collection on a given day. For example, every Monday for four straight collection days, The Contactor staff counts the number of households that set out recycling on that day. Then the four numbers are averaged to determine the average number of households who set out recycling on any given Monday.

The **participation rate** is the number of households that set materials out for recycling collection at least once over a period of four collection days.

In order to quantify the number of SUD residents actually participating in the recycling program Contractor will conduct field audits of actual cart set outs that contain recyclable materials by lifting the lid of set out carts before the truck empties the cart.

The study spans six collection weeks, six weeks for every-week collection. The Contractor, in cooperation with the City, will select random sections to study for each daily recycling route, with each section being comprised of about 200 households per day, for a total study of over 1,000 households. These same sections will be studied every year for consistency. Over a six-collection-day period, The Contractor staff checks each cart set out in the study area, opens the lid, and tallies the exact number of households that set out recycling for collection the morning of their collection day, before the driver services the section. The six-collection-week study tracks recycling set-outs over the five days of collections during the weeks, totaling 30 days of set-out tracking.

The City may wish to explore the opportunities, logistics and resources needed in order to implement a citywide participation study in the years 2017 and 2021. The City and Contractor will mutually agree to protocol and additional expenses prior to a citywide participation study being conducted.

- W. Reporting Requirements

The Contractor will report on a monthly and quarterly basis by the 15<sup>th</sup> of each month beginning February 15, 2017. Reports, shall include, at a minimum, the following information:

- Total city tons collected and deposited at the MRF;
- Tons collected within each SUD and MUD A route/collection day;
- Education activities including number of calls received on the customer service phone line, the breakdown of topics/questions asked, materials disseminated by mail and email, listing of community events attended;
- Customer service activities including a summary of missed collections, complaints received and how the Contractor resolved them.
- Cart update that will include number in current supply, number of switch outs, and number of repairs;
- Cart Check Log;
- An updated Walk Up Service customer list;
- Any significant or unusual contamination issues and chronic problem properties.

Any additional reports will be mutually agreed upon by the Contractor and the City.

Year-end reports to the City shall be due by the last day of January which will include information related to the preceding twelve calendar months. The annual report shall include, at a minimum the following information:

- A summary of Walk up Service customers;



- A summary the monthly tonnage reports;
- A summary of tonnage collected by route/collection day;
- A summary of education activities conducted;
- A summary of the cart inventory, repairs and switch out;
- Detailed maps showing route start and stop points by truck;
- A comparison of the annual tonnage of recyclables collected to the previous year;
- Outlooks for the coming year related to markets or other industry indicators;
- Suggestions for improvements to the Recycling collection and education program.
- An audited financial report and an Department of Treasury, Internal Revenue Service form 990 no later than June 30<sup>th</sup> for the preceding year information.
- Progress on the intent to achieve a reserve fund of \$250,000.00 through the term of the Agreement.
- A meeting will be organized no later than February 28<sup>th</sup> each year to discuss the Annual Report and mutually determine the need for any adjustments related to operations, education and outreach or other program activities.

- X. Environmental and Community Benefits

Contractor must make reasonable efforts to attend community events or meetings when requested to do so by the City.

Contractor must be open to supporting Zero Waste activities as part of the annual Work Plan. Contractor shall provide free zero-waste services to the Public Works Open House and City Employee Picnic annual events. The Contractor will work with the City to target two other events annually to provide planning, support, service and reporting for free or discounted rate, depending on the size of the event. These events may differ each year. The Contractor will continue to collaborate with the City and the community to provide a range of free and/or discounted recycling and zero-waste event services and consultation for small events.

Contractor shall have a Sustainability Plan on record and share a copy with the City upon execution of the current contract. Updates and changes to the plan shall be submitted to the City during the term of this Agreement.

### Y. Payment Terms

The collection fee to be paid beginning January 1, 2017 is \$ 3.67 per SUD unit per month for weekly collection service and is \$10 per MUD building per month for weekly collection.

The Contractor will invoice on the 16<sup>th</sup> day of each month for the services previously provided for that month. The City will make efforts to promptly process payment within 15 days after receipt of the invoice in order to take advantage of the one percent (1%) early payment discount.

(ie. Invoice Date - January 16 for January 1-15 services with Payment Date of February 1<sup>st</sup>; February 16<sup>th</sup> invoice date for Jan 16<sup>th</sup> - Feb 15<sup>th</sup> services with March 3<sup>rd</sup> payment date, etc).

The SUD and MUD A household and building count will be adjusted annually based on information provided by the City of Saint Paul. This information will be provided by March 1<sup>st</sup> of each year and the adjusted counts will be included on the April invoice.

The Cart Management Plan fee to be paid beginning January 1, 2017 is \$4,500 per month.

Only two specific increases, on January 1, 2019 and on January 1, 2021, will be allowed through the term of the Contract. 2017 shall be the base year for an increase in 2019, and 2019 shall be the base year for an increase in 2021. The increase shall be the lower of either:

Two percent (2.0%) of the base year price; or,

A percent increase based on the Consumer Price Index – For All Urban Consumers (CPI-U), Midwest Region, ([http://www.bls.gov/regions/mountain-plains/news-release/ConsumerPriceIndex\\_Midwest.htm](http://www.bls.gov/regions/mountain-plains/news-release/ConsumerPriceIndex_Midwest.htm))

between January 1, 2017 and January 1, 2019 for the first increase; and between January 1, 2019 and January 1, 2021 for the second increase.

The Cart Management Plan fee to be paid beginning January 1, 2017 is \$4,500 per month.

No other escalators, fuel surcharges, or other adjustments will be allowed by the City.

#### • Z. Liquidated Damages

The following acts or omissions shall be considered a breach of the Contract and for the purpose of computing liquidated damages under these provisions.

- Failure to submit annual reports by the deadline specified: \$500 each instance.
- Failure to notify the City within 24 hours of any (significant portions or entire SUD, MUD A route,) interruption in Collection Service: \$500 each instance.
- Failure to maintain and submit to the City required records: \$250 each instance.
- Failure to submit monthly reports by the deadline specified: \$250 each instance.
- Failure to allow the City to review and approve educational materials: \$250 each instance.
- In addition to above, failure or neglect to correct chronic problems: \$100 each instance.
- Failure to retain specified weight tickets: \$100 each instance.
- Failure to submit a monthly cart management report: \$50 each instance.
- Failure to collect a stop that has Recyclables properly set out and access not blocked: \$50 each instance.

**Memorandum of Understanding**  
**Effective June 24 - December 31, 2016**

Memorandum of Understanding (MOU) between the City of Saint Paul and The Contactor to address specific issues related to the transition from bins to carts, from collection at the curb to some alley collection, collection day changes to balance routes and switching out lids on MUD/CDL carts.

**Addressing Impacts If Contracts Are Not Signed By June 24, 2016** If contracts are not signed by June 24, 2016, the initial cost to the City will be \$15,000. Additionally, an ongoing payment of \$7,500 per week will be required after July 1st, 2016. If the contract execution date is delayed later than August 1st, additional costs and/or project delays will be necessary.  
The Contactor

**Addressing Excess Material and Trash in Carts During Cart Rollout and 1st 90 Days of Contract**

Mutual agreement that Liquidated Damages be waived for the first 90 days of this contract to allow for the initial issues to be addressed.

The Contactor will offer, at no additional cost, holiday cardboard collection sites at mutually agreed upon designated locations for the holiday season to allow residents to drop off excess corrugated cardboard

Any recyclable materials placed outside carts during the first 90 days will not be collected. The City will educate residents that material may not be placed outside carts and to hold additional materials until the following week. If materials are left outside the cart, The Contactor will leave material that is outside cart an education tag on the cart.

Protocol for carts at SUDs consistently filled with garbage:

During first 90 days of contract, The Contactor will follow the protocol spelled out in the Contract language: **Chronic Set Out, Contamination or Trash Issues\***

The Contractor will inform the property owner by leaving an education tag on the cart about the issue to instruct the property owner as to how to rectify the problem. The driver will leave the excessive contamination in the cart. The driver will document the action and record further instances if the problem is not resolved. If an account has not corrected the contamination issues for a period of 14 days (2 collection opportunities) it will be placed in Chronic Trash Problem (CTP) status. Once the account is placed in CTP status the Contractor will notify the City of the property's status. The City will write a letter, within 5 business days, to the property owner to address the issue and encourage compliance. If garbage has remained in the cart for two (2) consecutive weeks after receipt of the letter, Eureka will notify the City via email, dispatch a garbage collection truck to empty the cart and charge the City \$25 per cart per incident.

\*City of Saint Paul Code of Ordinances related to Public Health and Safety may take precedent relating to managing a Chronic Trash Problem residences.

**Coordination of Cart Roll Out**

City of Saint Paul and GIS (maps) staff, cart distributor, cart manufacturer and The

Contactors will work in close collaboration in preparation for the roll out and there will be mutual agreement on initial cart placement, household counts, data transfer and other details of the cart roll out.

The cart distribution company will deliver accurate cart location, cart count, cart serial numbers and cart sizes to The Contactor in a form that can be easily transferred to Eureka's routing databases. The Contactor will inform the cart distribution company of the appropriate format.

The City of Saint Paul will make available to The Contactor and the cart distributor all tax code and other relevant data available to facilitate a smooth roll out.

### **Cart Collection and Switch Out Protocol**

Urgent swap outs will be addressed on a case by case basis in the following circumstances: addressing the immediate needs for less able bodied residents, residents with significant space constraints or full refusal to accept the cart.

Urgent switch outs prior to January 1, 2017 will be handled by the city's cart distribution contractor.

The cart distribution contractor will receive calls directly from residents. The City and The Contactor will direct residents to call the cart distribution contractor directly and will forward any random requests as received.

Urgent switch outs after January 1, 2017 will be handled by The Contactor.

The Contactor will take calls for urgent swap outs through its hotline beginning January 1, 2017 and service up to 750 requests prior April 3, 2017.

The Contactor will take calls for regular switch outs through its hotline beginning January 1, 2017 and service up to 750 of those requests starting April 3, 2017 (90 days after roll out) and before May 12, 2017.

If there are more than 750 switch out and cart removal requests before April 1, 2017, the City of Saint Paul will hire crews to complete initial swap outs.

All swap outs after May 12, 2017 will be handled per the Cart Management Plan.

Early cart collection prior to January 2, 2017

The City of Saint Paul will notify residents via direct mail and other methods that they should continue to use blue bins until January 2, 2017. The Contactor is willing to distribute information directly to blue bins via collection drivers ("bin drops") that the City designs and prints.

If The Contactor or the City of Saint Paul receives calls from residents that carts are full and not being collected the City and The Contactor will make every effort to try to get residents to transfer material to blue bins or hold material until their first scheduled collection with a cart.

Only in the case of exceptional circumstances, and with agreement of the City, will Eureka provide urgent collection of the container for a fee of \$15 per tip. Contact with the City can be via phone call or confirmed email. This will not exceed 50 collections per week.

### **Change in Route Days**

The Contactor will provide any data requests about centerline and GIS data that will be helpful in final routing by June 10th and the City of Saint Paul will respond to that request within seven business days.

The Contactor will meet with the City by August 31<sup>st</sup> to present proposed route day changes

in order for both parties to come to final agreement on proposed route day changes. The City of Saint Paul will pay for the development, printing and mailing of education related to the change in collection days, including at least one direct mailing. The Contactor will distribute City designed and printed education in the form of "bin drops" as needed.

### **Coordination for MUD 12+ Transition**

Switching lids on 95 gallon carts and new cart delivery at MUD/CDL locations

Approximately 4,550 carts are used in the system today.

1,000 Zarn containers. These are scheduled to be replaced with the new containers prior to January 1, 2017.

3,000 Rehrig containers and 1,550 Cascade containers are currently used in the MUD/CDL system and are not scheduled for replacement at this time.

It is the City's desire to replace the lids only on these containers to reflect new program changes.

The City will purchase new lids from the two appropriate manufacturers.

Lid replacement will take place prior to January 1, 2017

Lid replacement may be provided by The Contactor or another contractor.

The Contactor will provide to the City a service schedule and cost estimates for providing the service by June 30, 2017.

If Eureka is not the designated service provider for lid replacement, support for the contractor providing the service must be given. Support activities include but are not limited to:

Provide complete list of MUD and/or CDL locations with specific cart brands and number of carts on site.

Providing account-specific service level and container inventory to the City.

Providing account specific information regarding container placement, accounts that currently require the driver to roll-out containers, and accounts that currently require roll-out service that require keys for unlocking enclosures.

The Contactor will provide the following information to the A & D service provider to support the delivery of new carts at all appropriate locations including those currently using Zarn containers.

Per deliveries of additional carts The Contactor will provide a complete list of addresses and numbers of carts to be delivered. This pertains to MUD and CDL locations that may need additional carts based on site visits and service level adjustments.

Provide complete list of MUD and/or CDL locations with number of carts on site.

Provide account specific information regarding container placement, accounts that currently require the driver to roll-out containers, and accounts that currently require roll-out service that require keys for unlocking enclosures.

The Contactor will work with the City and the A & D service provider on a plan for recycling of the old Zarn carts.

### **Additional**

The City of Saint Paul and The Contactor will come to mutual agreement on the specific addresses that will be designated as MUD 12+ units and City Designated Locations.

The City of Saint Paul and The Contactor will come to mutual agreement on the specific criteria used to identify Non-Profits/Churches/Schools/Small Businesses eligible for inclusion in the collection program.

Appendix B  
Definitions and Abbreviations

The following capitalized terms and phrases shall have the meanings indicated:

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|---|--|
| <b>Agreement</b>                        | The Agreement(s) between the City and the Contractor(s) for the collection, processing and marketing of Recyclable Materials. (See also “Contract”.)   |
| <b>Alternate Proposal</b>               | A Proposal that deviates significantly from the required Base Proposal.  |
| <b>Authorized Representative</b>        | The officer of the Respondent officially authorized by the organization to sign and bind the organization to the Proposal as submitted.  |
| <b>Average Gate-to-Gate Unload Time</b> | Monthly average of the Collection Contractor(s) vehicles’ unload times as measured from the point of entry into the Receiving Facility’s gate to the point of exit. (Also referred to as “Average Unload Time”.)   |
| <b>Base Proposal</b>                    | A Proposal that is directly responsive to the Base Requirements of this RFP.   |
| <b>Base Requirements of this RFP</b>    | The minimum level of Processing Services and/or Collection Services as specified in this RFP.  |
| <b>Central Collection Points</b>        | Designated locations for public space recyclables to accumulate prior to pick up (e.g., into multiple carts, a large dumpster or roll-off container). There will be a minimum of 3 locations within the City. (Central Collection Points are included as a subset of “City Designated Locations”.) |
| <b>Chronic Problem</b>                  | Excessive contamination in the cart or dumpster over the course of random multiple or consecutive multiple collection opportunities.   |
| <b>Chronic Problem Status</b>           | If an account has not corrected a documented contamination issue(s) for a period of 14 days (2 collection opportunities) it will be placed in Chronic Trash Problem (CTP) status.  |
| <b>City</b>                             | The City of St. Paul, a Minnesota municipal corporation.   |
| <b>City Center</b>                      | The geographic center of Saint Paul based on housing distribution and density. Approximately near the intersection of West 7 <sup>th</sup> Street at Kellogg Blvd. (Also technically referred to as the City “Centroid”.)  |

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|---------------------------------|--|
| <b>City Designated Location</b> | Municipal facilities, buildings and Central Collection Points. These can include but are not limited to: office buildings, maintenance facilities, recreation/community centers, public safety buildings, libraries, golf courses, aquatic centers, parking garages, park pavilions.   |
| <b>Code</b>                     | The Saint Paul Code of Ordinances.   |
| <b>Collection Contract</b>      | The Agreement for Recyclables collection services between the City and the Collection Contractor(s). The City may combine the Collection Contract with the Processing Contract into one Contract.  |
| <b>Collection Contractor(s)</b> | The private Recyclables hauler(s) the City contracts with for the collection of Recyclables in the City who will deliver those collected Recyclables to the Processing Contractor or a transfer facility controlled by the Processing Contractor. The City may contract with one or multiple Collection Contractors. The City may contract with the same Contractor for both Collection and Processing. This term “Contractor” shall be used to imply “Contractor” or “Contractors”. |
| <b>Contract</b>                 | The Agreement(s) between the City and the Contractor(s). The City may award more than one Contract. (See also “Agreement.”)  |
| <b>Contractor</b>               | The Contractor(s) named on Page 1 of the Agreement(s). As used in this RFP, the term “Contractor” shall be defined to mean one or more than one Contractor.  |
| <b>Excluded Materials</b>       | Hazardous or other dangerous materials that may pose a health and safety risk to recycling personnel or that may significantly contaminate Recyclables to the point that the commodities are no longer marketable.   |
| <b>Inaccessible Account</b>     | A cart that is frozen, stuck in place; not located at the alley line (unless a ‘walk up service account’); not shoveled out after a significant snowfall or snow emergency has been declared; is obstructed by non recyclable materials on top of cart or the cart is located behind a gate or another vehicle is blocking access to the address or alley.   |
| <b>Intermediate Processors</b>  | Private companies that further process Recyclables into marketable commodities. For example, glass beneficiation facilities that further sort and refine color-mixed glass into salable commodities are considered intermediate processors.  |
| <b>Labor Peace Agreement</b>    | A policy of the City of Saint Paul requiring selected contractors to allow labor union officials to contact and meet with employees, including providing time and contact information, to determine their interest in establishing a union organization in the workplace. If   |

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|---|--|
|   | there is interest by the employees, the employer may not interfere with or influence the organization process or the election process.   |
| <b>Major Holidays</b>                               | New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.  |
| <b>Materials Recovery Facility (MRF)</b>            | A facility in which Recyclable Materials are delivered and processed. Processing involves sorting Recyclable Materials by type of material and aggregating like Recyclable Materials into commodities for marketing, sale and shipment per industry standards.   |
| <b>MUDs revised as Multi-unit Dwelling A (MUDs)</b> | Multi-Unit Dwellings A are residential building with five (5) to eleven (11) units per building.   |
| <b>Multi-unit Dwelling B (MUDs)</b>                 | Multi-Unit Dwellings B are residential structures with twelve (12) or more units per building.   |
| <b>Multi Unit Building</b>                          | A property with five (5) or more residential units.  |
| <b>Non-Residential Recyclables</b>                  | Recyclable Materials collected from non-residential sources such as municipal buildings and public spaces.   |
| <b>Optional Recyclable Material</b>                 | Recyclable Materials not currently included in the list of Single Stream Recyclables as itemized in Table 1.   |
| <b>Processing Contractor</b>                        | The private Recyclables processor the City contracts with for the processing and marketing of Recyclables collected from Saint Paul. The City may contract with the same Contractor for both Collection and Processing.  |
| <b>Processing Fee</b>                               | A fixed price set by the Contract that includes all costs associated with operating and maintaining the MRF, including related education, marketing and material transportation costs.   |
| <b>Processing/Marketing Services</b>                | The processing and marketing services as specified in the RFP and Appendix C. (Also referred to as "Processing Services.")   |
| <b>Processing Residuals</b>                         | The materials remaining after Recyclables processing that are not recyclable and must be disposed as waste. Processing Residuals may include fines, floor sweepings, and other non-recyclable materials sorted out as part of the processing system. Processing Residuals shall not include Recyclable glass or Recyclable plastics. |
| <b>Proposal</b>                                     | The Proposal(s) submitted by the Contractor(s) in response to this RFP.  |
| <b>Public Spaces</b>                                | Away from home recycling opportunities within parks, municipal   |

|                                     |  |
|-------------------------------------|--|
|                                     | athletic complexes, on the street right of ways.   |
| <b>Receiving Facility</b>           | MRF (if Recyclables delivered directly) or Recyclables Transfer Station where the City’s Collection Contractor(s) deliver and unload Recyclables.  |
| <b>RFP</b>                          | The City’s Request for Proposals (RFP) for Recyclables Collection, Processing and Marketing Services dated November 5, 2015. (Also referred to as the “Recyclables Collection and Processing RFP.”)  |
| <b>Recyclable Materials</b>         | Includes Recyclable items collected by the City’s current recycling contractor in the <i>All In</i> <sup>TM</sup> recycling Program (see Table 1 for the list of preferred Recyclable Materials). For purposes of this RFP, Recyclable Materials does not include Organics or Yard Waste. (Also referred to as “Recyclables”.)   |
| <b>Recyclables Transfer Station</b> | A building or processing site for the temporary disposition of Recyclables. Respondents may propose for the City’s Collection Contractor(s) to unload the City’s Recyclable Materials at a Transfer Station for aggregation and transfer to the designated MRF.  |
| <b>Respondent</b>                   | An organization that responds to this RFP.   |
| <b>Revenue Share</b>                | The portion of net revenue (after Processing Fees) that the Respondent proposes to share back to the City.   |
| <b>Single Stream Recyclables</b>    | Recyclable material in commingled form which are collected in one compartment on a Recyclables collection route truck and itemized in Table 1. Residential Single Stream Recyclables originate from households, including SUDs and MUDs. Non-Residential Single Stream Recyclables are collected from City Designated Locations and public spaces.   |
| <b>SUDs</b>                         | Single-Unit Dwellings (SUDs) are residential structures with four (4) or fewer units per building.   |
| <b>Walk-up Service</b>              | Special recycling collection service that is provided for which the contractor walks the recycling cart to and from the front, side or rear of the house or garage and the collection vehicle.<br><br>Residents that have physical challenges or other special needs may request “walk-up” service. Walk-up service will allow the customer to keep the recyclables at designated location for collection by the city contracted recyclables hauler. In the winter, a clear path from the street or alley must be shoveled for the “walk-up” service to be made. |

City of Saint Paul  
15 W Kellogg Blvd  
Saint Paul, MN 55102

Neighborhood Recycling Corporation  
d/b/a Eureka Recycling  
2828 Kennedy Street, NE  
Minneapolis, MN 55413

Phone: 612.455.9124  
Email: [kated@eurekarecycling.org](mailto:kated@eurekarecycling.org)

City:  
This Agreement has been duly executed by the  
City of Saint Paul via electronic approval

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date