



CITY OF SAINT PAUL AGREEMENT WITH EUREKA RECYCLING FOR COLLECTION OF RECYCLABLE MATERIALS FROM RESIDENTIAL AND CITY PROPERTIES

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 Corp. d/b/a Eureka Recycling
2828 Kennedy Street, NE
Minneapolis, MN 55413

Contract No: TBD
Effective Date: May 1, 2023
Expiration Date: October 31, 2024
Contract Description: PW - RECYCLING COLLECTION

Contacts

Buyer Contact Information:
Queenie Tran - Queenie.Tran@ci.stpaul.mn.us

City Project Manager Contact Information:

Susan Young
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Contractor Project Manager Contact Information:

Katie Drews
katied@eurekarecycling.org

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 Eureka Recycling, a Minnesota corporation, 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 timelines described in this Agreement. City agrees to perform its obligations hereunder in the manner and timeframe required by this Agreement.

I. Time For Completion.

A. The services to be rendered by Contractor under this Agreement shall commence on the Effective Date and will be completed by October 31, 2024. Collection services shall begin on May 1, 2023.

B. Transition Timeline.

To provide adequate time for Eureka Recycling to fully develop internal protocols/policies, train, and execute on new contract requirements, the below contract terms will not be eligible for liquidated damages until July 31st, 2023. Eureka Recycling will begin implementation of these specific requirements on execution of the Agreement, will implement the new procedures as quickly as possible, will have substantial implementations by July 3, 2023, and Liquidated Damages may be imposed for non-compliance on or after July 31, 2023. Imposition of Liquidated Damages for all other non-compliance situations shall not be delayed.

1. Eureka will begin new hours of operations of 7 a.m. – 6 p.m. on Monday, July 3rd, 2023.
2. Collection of extras whenever set out and the new corresponding tagging protocol as outlined in Section C.
3. Collection of Recyclable Materials, subsection 4. Failure to notify the City when Cart not out or more than four feet from the curb or alley line.
4. Data linking tonnage with specific Routes
 - a. Eureka will work to develop the ability to provide real time data that is as accurate as possible, with the City’s understanding that the data might not always be 100% accurate and Eureka will work diligently with the City to improve data accuracy and precision.
 - b. Eureka will provide weight tickets identified by Route-day as specified in Attachment A.E.5.
5. New Collection and tagging protocol as outlined in Section L. Education Tagging.
 - a. Specifically, tagging an improperly placed cart then collecting it rather than leaving it uncollected.
 - b. Notify the City when Cart not out or more than four feet from the curb or alley line
6. Expanded placement
 - a. Collecting when 4’ from the curb or alley line rather than 2’
 - b. Collecting when the cart is facing the wrong direction

7. Recording of all Carts not set out for service and reporting those addresses to the City by next day 8:00 am

II. 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 of the 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.

III. Billings and Payment.

Contractor shall submit an itemized, correct invoice no sooner than the first (1st) day of the month and no later than the tenth (10th) day of the month for services performed in the preceding month. The City shall make payment to Contractor, less any Liquidated Damages due or disputed amounts, within thirty (35) days of receipt of the invoice.

A. The household count will be adjusted semi-annually based on information provided by the City of Saint Paul. This information will be provided by January 1 and June 1 of each year and the adjusted counts will be included on the February and July invoices.

B. Notification of disputed invoice amounts shall be in writing, shall specifically identify the disputed amounts, and shall provide a reasonable description of the substance of such dispute.

C. In the event of a dispute over invoiced amounts, the City and Contractor shall promptly cooperate to resolve such dispute as soon as practicable. Following such resolution agreed upon amounts shall be paid to the Contractor as in paragraph A. of this section.

D. If disputes cannot be resolved within five (5) days of a Contractor-submitted invoice, the City will process payment of the undisputed amount of the invoice based on 35 days of submittal of the invoice by the Contractor. The City and the Contractor will continue to cooperate to resolve the disputed amounts. Following resolution agreed upon amounts shall be paid to the Contractor as in paragraph A. of this Section.

E. The Invoice for the period May 1, 2023 through May 31, 2023, submitted between June 1 and June 10, 2023, shall reflect the price for services as described in Section XXVIII of this Agreement.

IV. City Responsibilities.

The City agrees to provide Contractor with necessary 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.

V. Amendment or Changes to Agreement.

City or Contractor may request, upon 90 days advance notice to the City or Contractor, changes that would increase, decrease, or otherwise modify the Scope of Services. If agreement on changes cannot be reached within 60 days, City and Contractor agree to Mediation. Any changes to the Scope of Services and/or method or amount of compensation shall be authorized in writing in advance by the City and the Contractor.

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.

Unless otherwise expressly agreed by City and Contractor, 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.

VI. Notices.

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be sent by email with duplicate notification sent by United States Certified Mail, Return Receipt Requested.

Any notices or other communications shall be addressed to the attention of the individuals and addresses (including email addresses) listed above for the City and Contractor, respectively.

VII. Survival of Obligations.

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.

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.

VIII. Entire Agreement.

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

IX. Records, Dissemination of Information.

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

“Work product” shall mean any report, recommendation, paper, presentation, drawing, demonstration, Route maps, or other materials, whether in written, electronic, or other format that results in full or in part 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 evidence 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 evidence, whether written, electronic, or in other format, belonging to Contractor and pertaining to work performed under this Agreement. 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.

- A. Use of data, experience gained in the course of this or previous Agreements between City and Contractor, or other Work Products developed under this Agreement shall not be used in policy and/or advocacy work without the prior notification and acknowledgment of the City. Use of such must be accompanied with the notation, “Use of the data or experience in this policy or advocacy work does not imply support or agreement of the City of Saint Paul in said policy or advocacy work.”
- B. 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 which shall 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.
- C. 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 Agreement for audit or inspection by the City, the Auditor of the State of Minnesota, or other duly Authorized Representative.
- D. 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.

X. 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.

XI. Affirmative Action Agreement 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).

XII. 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.

XIII. 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.

XIV. Hold Harmless.

A. The Contractor shall defend and indemnify the City of Saint Paul, its officers, agents, and employees, from and against 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.

B. Contractor shall ensure that any sub-contractor is familiar with, observe, and comply with all ordinances, laws, and regulations which in any manner affect those engaged or employed in

the work, or the materials, facilities, or equipment used in the work, or which in any way affect the conduct of the work, and shall protect and indemnify the City and its officers and against any claim or liability arising from or based on any violation of same.

c. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought against the City or its officers or employees, shall be subject to the maximum liability limits provided in Minnesota Statutes 466.04 if the claim is within the scope of sections 466.01 to 466.15.

XV. 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.

XVI. Termination.

A. This Agreement will continue in full force and effect until the Expiration Date unless either party terminates early for Cause pursuant to Section XVI(A) below. 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.

B. With Cause

The City and the Contractor each reserve the right to terminate this Agreement for “Cause” if the other party hereto violates the terms of this Agreement in any material respects or does not fulfill, in a timely and proper manner and in all material respects, its obligations under this Agreement as reasonably determined by the non-breaching party, which violation or nonfulfillment continues unremedied after ninety (90) 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. Within fifteen days following the delivery of written notice by the non-breaching party, the City and the Contractor shall meet and discuss the event(s) giving rise to Cause and shall reasonably cooperate with each other to remedy the alleged breach or failure. For clarity, nothing in this Section XVI shall relieve the City from its obligation to pay the Contractor amounts due and owing under the Agreement.

XVII. Renewal.

This Agreement may be renewed if agreed upon by both parties, in writing.

XVIII. 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 Agreement shall be valid only when reduced to writing.

XIX. 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.

XX. 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.

XXI. 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 Agreement are cumulative and not mutually exclusive.

XXII. 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 Agreement by the Contractor.

XXIII. Subcontracting.

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

Contractor is fully responsible for satisfactory completion of all its sub-contracted work. Eureka shall require its sub-contractors to comply with all applicable terms and conditions of this Agreement in providing such services and Eureka shall remain primarily liable to the City of St. Paul for the performance of such sub-contractor.

XXIV. Force Majeure.

Neither Party shall be in default by reason of any failure in performance of the Agreement if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said party ("Force Majeure") including unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions; or the passage of law or governmental order, rule, regulation, or direction or any specific action taken by a governmental authority ("Government Mandate"). The Covid-19 Pandemic shall not be a Force Majeure event. A Force Majeure event does not relieve a party from liability for an obligation that arose before the occurrence of that Force Majeure event, and in no case shall a Force Majeure event excuse timely payment for services as provided under this Agreement.

If either Party is delayed at any time in the progress of the work governed by the Agreement 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 the notice. The notice shall be emailed and mailed Certified Return Receipt and shall make a specific reference to this provision. 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.

XXV. 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.

XXVI. Insurance.

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.

A. 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.

B. 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

C. 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

D. 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.

- a) Worker's Compensation and Employer's Liability 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.

E. 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

F. 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 Agreement 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 Agreement 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.

XXVII. The Scope of Work

The Scope of Work (Exhibit A.) shall constitute the services, deliverables, and timelines to be provided and adhered to by Contractor.

XXVIII. Renumeration

Renumeration shall be in accordance with Table 1, below.

Item	Item Description	Unit of Measure	May 1, 2023 – April 30, 2024	May 1, 2024 – October 31, 2024
SUD COLLECTION	SUD WEEKLY	PER DWELLING UNIT PER MONTH	\$9.56	\$10.14
CDL	CDL WEEKLY	PER LOCATION*	NO ADDITIONAL CHARGE	NO ADDITIONAL CHARGE
MUDA	MUDA WEEKLY	PER DWELLING UNIT PER MONTH	\$7.17	\$7.60

MUDB	MUDB WEEKLY	PER DWELLING UNIT PER MONTH	\$4.07	\$4.31
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Exhibit A
Recycling Contract Scope of Work for Collection Services
at Single Unit Dwellings (SUDs)

A. Definitions

The following capitalized terms and phrases shall have the meanings indicated in this Agreement and its Exhibits:

Acceptable Materials	Recyclables listed in Table 1.
Agreement	The Agreement(s) between the City and the Contractor(s) for the Collection, processing, and marketing of Recyclable Materials. (See also “Contract”.)
Alternate Proposal	A Proposal that deviates from the required Base Proposal.
Authorized Representative	The Officer of the Respondent officially authorized by the organization to sign and bind the organization to the Proposal as submitted.
Base Proposal	A Proposal that is directly responsive to the Base Requirements of this RFP.
Base Requirements of this RFP	The level of Collection Services as specified in this RFP.
Cart, Recycling Cart	The City-owned container in which Residents place their Recyclables for Collection.
Chronic Problem	Repeated, documented, violations of instructions by Residents, such as excessive contamination in the Cart or Dumpster, Cart not at Collection Point, etc., three (3) times over the course of at least five (5) Collection opportunities.
Chronic Problem Status	Documented Chronic Problem(s) shall be placed in Chronic Problem Status if full documentation has been provided to City and City has confirmed with the Contractor, in writing, that the Chronic Problems are be valid.
City	The City of St. Paul, a Minnesota municipal corporation.
City Designated Location (CDL)	Municipal facilities and/or buildings. 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. Currently 89 locations.

Code	The Saint Paul Code of Ordinances.
Collect, Collection	The actions by the Collection Contractor to pick up Recyclable Materials from the Collection Points and transport same to the Material Processing Facility (MRF).
Collection Contractor(s), Contractor(s)	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”.
Collection Opportunity	The scheduled weekly occasion for Recyclables to be removed from the Cart by the Contractor.
Collection Point (SUD and MUDA Residential)	The location specified by the City at which Residents place their Carts for Collection of Recyclables by the Contractor
Collection Point (MUDB)	The location(s) specified by the City and/or Property Owner/Manager at which Residents place their Recyclables for Collection by the Collection Contractor
Completed Route	Completed” portion of the Route is defined as all blocks that the Contractor collected properly placed carts.
Contract	The Agreements(s) between the City and the Contractor(s) for Recyclables Collection services. The City may award more than one Contract. (See also “Agreement.”)
Contractor	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.
Crew, Crews	The employee(s) of the Contractor who provide Collection services.
Dwelling Units, Units	As defined in the City’s Zoning Code, Dwelling Units are defined as one or more rooms designed and intended for occupancy as living quarters with a complete kitchen facility (to include stove and/or oven, refrigerator, and sink), sleeping area, and bathroom provided within the unit for the exclusive use of a single household.
Dumpster	The Contractor-owned or property-owned container in which Residents place their Recyclables for Collection

Education Tags, Tagging	The City-provided paper information/education materials which describe issues or problems such as Excluded Materials or Inaccessible Carts, with the Recyclables Set-out. The completed Tag will be placed on the Cart or Dumpster and the City will be informed by electronic means as described in Attachment D.
Excluded Materials	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, as detailed in Attachment B.
Inaccessible Cart, Inaccessible Dumpster	A Cart or Dumpster that is frozen, stuck in place; not located within four (4) feet of the alley line or the boulevard (unless a ‘walk up service account’); not shoveled out after a significant snowfall or snow emergency has been declared; is located behind a locked gate, does not have two (2) feet of clearance around the cart or dumpster and/or is blocked by an immovable object
Inaccessible Street, Inaccessible Alley	Streets or alleys which are obstructed due to downed trees, service vehicles, and other temporary obstructions or is deemed Inaccessible due to snow or ice accumulations.
Incomplete Route	Route for which the Contractor did not Collect all properly set out Containers or if in reference to an Inaccessible Street or alley, Contractor did not complete a second attempt before being instructed to stop for the day or on the second attempt the alley or street was still Inaccessible.
Holidays	New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.
Materials Recovery Facility (MRF)	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.
Multi-unit Dwelling (MUDA)	Residential building with five (5) to eleven (11) dwelling units per building.
Multi-unit Dwelling (MUDB)	Residential building with twelve (12) or more dwelling units per building
Non-Residential Recyclables	Recyclable Materials collected from non-Residential sources such as municipal buildings and Public Spaces.
Old Corrugated Cardboard (OCC)	Corrugated Cardboard boxes

Optional Recyclable Material	Recyclable Materials not currently included in the list of Single Stream Recyclables as itemized in Table 1.
Processing Contractor	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.
Proposal(s)	The Proposal(s) submitted by the Contractor(s) in response to this RFP.
Public Spaces	Away from home Recycling opportunities such as those within parks, municipal buildings, athletic complexes, or street right of ways.
Receiving Facility	The MRF where the City's Collection Contractor(s) deliver and unload Recyclables.
Request for Proposals (RFP)	The City's Request for Proposals (RFP) for Recyclables Collection, Services dated November 2, 2022. (Also referred to as the "Recyclables Collection RFP.")
Recyclable Materials, Recyclables	Includes Recyclable items detailed in the <i>All In</i> TM Recycling Program (see Table 1 for the list of preferred Recyclable Materials). For purposes of this RFP, Recyclable Materials do not include Organics or Yard Waste.
Resident(s)	The occupants of Residential properties
Route, Collection Route	The Setouts in a daily service area typically serviced by one truck/Crew on one Collection day. The Collections typically covered by one Crew on a day comprises one Route-Day.
Setout	The Cart/Dumpster and any adjacent Recyclables put at the curb or alley for Collection. Adjacent recyclables may include a stack or box of OCC that is small enough to fit in the Cart and/or up to 6 paper bags or 3 "blue" bins.
Set Out Rate	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's staff will count the number of households on each Route that set out Recycling on that day.

Severe Weather	Weather conditions in the City of Saint Paul that may include among other things, tornados, National Weather Service-declared blizzards, Mn. State Patrol-declared “No Driving” requirements in Saint Paul, temperatures above 110 degrees Fahrenheit or less than negative (-) 25 degrees Fahrenheit.
Single Stream Recyclables	Recyclable materials 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. Non-Residential Single Stream Recyclables are collected from City Designated Locations and Public Spaces.
Single Unit Dwelling (SUD)	Single-Unit Dwelling (SUD) is a Residential structure with four (4) or fewer dwelling units per building.
Walk-up Service	Recycling Collection service, approved by the City, in which the Contractor walks the Recycling Cart to and from the front, side or rear of the house or garage and the Collection vehicle. Residents who 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.

B. Recyclable Materials to be Collected in Saint Paul Under the City's Recycling Program

The Contractor will collect Recyclable Materials listed in Table 1. The City retains the right to make additions or deletions to the list of recyclable materials in the Contract.

Table 1

SINGLE STREAM RECYCLABLES
Paper products: ▪ Newspaper (inserts are acceptable) ▪ Magazines, mail, phonebooks, and home office paper ▪ Envelopes (envelopes with windows or metal clasps are acceptable) - Corrugated cardboard ▪ Boxboard (crackers, cereal, pasta, toothpaste, and soda and beer boxes) - Cardboard Pizza boxes ▪ Cardboard food cans ▪ Milk Cartons and juice boxes (including soy/oat milk, and soup and broth cartons) ▪ Aseptic Containers

▪ Hard and soft cover books ▪ Paper towel and toilet paper rolls ▪ Refrigerated (not frozen) food boxes
Rigid plastic bottles or containers: ▪ Plastic bottles or containers with a capacity of 3 gallons or less, coded with a number 1, 2, or 5. ▪ Yogurt and margarine tubs and similar non-bottle rigid plastic containers with less than 3 gallons capacity ▪ Transparent "to-go" containers coded with a number 1, 2, or 5 with less than 3 gallons capacity ▪ Transparent deli containers coded with a number 1, 2, or 5 with less than 3 gallons capacity ▪ Produce containers coded with a number 1, 2, or 5 with less than 3 gallons capacity
Steel and aluminum ▪ Cans, foils, trays, and decorative tins of 3 gallons or less.
Glass bottles and jars (clear, amber and green)

C. Collection of Recyclable Materials

1. Contractor will collect Recyclables from City owned Carts at all SUDs, CDLs, and MUDAs (5-11 units). SUD and MUDA Collections will occur weekly in the alley or curbside adjacent to the garbage Collection location.

Table 2

Location	Collection Frequency	Collection Location
SUD (1-4 units)	Weekly	Alley or curb
MUD A (5-11 units)	Weekly	Alley or Curb
MUD B (12+ units)	Weekly or as mutually agreed upon	Designated Collection Point
CDL	Weekly or as seasonally appropriate/agreed upon	Designated Collection Point

2. Recycling Carts and/or Dumpsters shall be placed for Collection at SUD properties by Residents at the location specified by the City, or for MUDA/MUDB properties at the location agreed on by the Contractor and the Property Manager. Approximately 65% of the SUD and MUDA Setouts will be in the alley. SUD and MUDA properties without alleys shall have the Recycling Cart(s) Collection location at the curbside.

3. Residents will be advised to place the Cart with the handle toward the house or property, with two (2) feet of clearance between the cart and other objects (this includes but is not limited to structures such as garages, fences, houses, poles and posts, other collection carts, etc.). and with the lid opening toward the alley or street. Walk-up Collections will be made at the location specified by the City with consultation from the Contractor and/or Resident as needed. The Contractor shall collect carts from SUDs which are within four (4) feet of the curb line and have two (2) feet of clearance on all sides. The Contractor shall collect carts from SUD and MUDA properties that are within four (4) feet of the alley line or boulevard line, and/or up to the sidewalk. Improperly placed carts shall be collected and tagged for education of the resident and for education follow-up by the City according to the Education Tagging protocol outlined in section L., Education Tagging. Carts placed by residents more than four (4) feet from the designated location unless Walkup Service is designated, will be assumed not set out by the resident and shall not be collected or tagged.

4. Contractor will collect all extra Recyclables set out (e.g., stack or box of OCC that is small enough to fit in the Cart and/or up to 6 paper bags or 3 “blue bins”) for any reason (missed Collection due to Resident error, occasionally generating lots of material, etc.). Contractor will tag the Cart as having extra material in accordance with Section V.4. In the event a Setout has been missed due to an Inaccessible alley or street, households may set out extra materials if needed on the next scheduled Collection day, which shall not be counted as “extra” material.

a) Contractor will collect from the account again on the next scheduled Collection day. If Recyclables are again outside the Cart, the driver will tag the Cart and notify the City.

b) If there is a second instance within three (3) weeks of Recyclables outside the Cart, the City will send a letter to the Resident to inform the Resident that extra Recyclables were outside the Cart, and an additional Cart may be needed.

c) If there is a third instance within six (6) weeks of Recyclables outside the Cart, a second letter will be sent to the Resident informing them a second Cart will be placed for Recyclables, and unless the Resident responds verifying no need, within two (2) Collection Days an additional Cart will be placed by the City.

d) If a Cart has not been delivered in the approved timeframe, or if the resident denies the additional cart, the Contractor will not continue to collect material outside of the Cart.

5. The Crew is required to place the emptied Cart back in the same location as set out by the Resident or property manager.

a) 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, even if the Resident or property manager

placed the Cart in that location. Exception: if the only location to place the cart is in the snowbank, the cart may be placed in the street as close to the curb as possible.

b) If the cart was improperly placed, the Crew will adhere to the tagging protocol outlined in Section L., Education Tagging.

6. Every reasonable effort shall be made to provide Collection service on the designated Collection day. Liquidated damages will not be initiated as a result of Inaccessible Carts and or Inaccessible Streets or Alleys as defined in Section A. The City requires daily notification, in writing or by agreed-upon electronic methods, of any Carts that are deemed to be Inaccessible and/or Inaccessible Streets or Alleys, with a description of why that determination was made and of carts that were not set-out by Residents. Every reasonable effort will be made to provide accurate data. The Contractor will not be assessed liquidated damages or penalized when limitations with technology create inaccuracies, or gaps in data are solely responsible for the infraction, provided timely efforts to repair technology and systems are made. Once Inaccessibility issues have been corrected, the Contractor will service the Cart on the next scheduled Collection Opportunity.

7. 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 and return for a third pass the following day to access the Cart(s). If the Carts are not accessible on a third attempt, Contractor shall notify the City of the obstruction, and will Collect the Recyclables in the Cart and additional Recyclables next to the Cart at the next Collection Opportunity.

8. Inaccessible Collection and Impassable Alley or Street Procedure

a. While on Route, if the Contractor deems that a street, alley, block, Collection Point, etc. is inaccessible, they will use their best effort to document with pictures and video any factors leading to that inaccessibility. The Contractor will attempt a second pass at the end of the day to see if the inaccessibility issues have been resolved and the street, alley, block and/or Collection Point is accessible. If the issue(s) have not been resolved and the street, alley, block and/or Collection Point remains inaccessible, the Contractor will deploy a Working Supervisor to conduct a third pass on the following business day to service the Cart(s) or Dumpster(s). If the third pass is attempted, the Contractor will not incur Liquidated Damages due to service delays provided all protocols are followed.

b. City staff may be deployed at any time to assess and provide confirmation of an inaccessible alley, street, block, etc. Should there be a disagreement about the ability to Collect, the Contractor's Fleet Director will conduct a site visit to the inaccessible area with the City Route Foreman or Supervisor to survey the situation and make a joint determination. If no agreement can be made, the matter will move to mediation.

9. Walk-up service, as defined in "Section A, Definitions," shall be provided for all Residents who apply to the City for the service and who are approved by the City and the Contractor.

In the winter, the resident is responsible for ensuring a clear path from the street or alley for

the “walk-up” service to be made. When approving walk-up locations for eligible residents, the City will designate an approved Collection location for each cart that will be visible from the street or alley, and where the driver can walk to the cart without going up or down more than five stairs or opening a closed gate. When approving walk-up locations for eligible residents, the City will designate an approved Collection location for each cart, although “one-off” exceptions may occur for unique situations.

D. Collection Routes

1. SUD and MUDA Collection days shall be as currently established by the City. A map of Collection days is provided in Attachment A. SUD and MUDA properties on the same street shall be collected on the same Day/Route. When street size and safety permit, it is preferred that a single pass on a street be made for Collection on both sides of the street. Alley Collections shall be single pass Collection whenever possible. Contractor shall obey all traffic laws during Collection.
2. Contractor shall provide to the City no later than June 1, 2023, digital maps of each proposed Collection Route, by day of Collection. The maps shall be accompanied by the number of SUD units each day for each Collection Route. Information shall be provided to the City within 5 business days of any significant change (more than three block faces or alley blocks changed on a given Collection Route for more than two (2) months). Any temporary changes because of operational needs such as availability of equipment or drivers will not be considered permanent but will be viewable in Contractor’s Fleetmind system by the City.
3. FOR MUDB PROPERTIES Contractor shall provide to the City no later than June 15, 2023, digital maps of each specific MUDB Collection Route, by day of Collection with number of Units per Setout. The maps shall be accompanied by the number of MUDB Units Collected each day for each Collection Route. Information shall be provided to the City within 5 business days of any significant change (more than ten (10) properties changed on a given Collection Route). Any temporary changes because of operational needs such as availability of equipment or drivers will not be considered permanent but will be viewable in Contractor’s Fleetmind system by the City.

E. Collection Equipment

1. No later than June 15, 2023, the Contractor must provide documentation via Certified Mail and email, of the vehicles and equipment that will be used to collect Recyclables for each property type it has a Contract for, and the maintenance, repair, and planned replacement program for that equipment. Information shall include the number, capacities and age of Cart-compatible vehicles, or Dumpster-compatible vehicles as appropriate, and type of other equipment pieces to be used including percent "spares" on hand. Collection vehicles must have the capability to be loaded on one or both sides and/or the rear of the Collection vehicle, to be used in both curbside and alley Collections. The design of the vehicles will provide for the Cart Collection to eliminate the risk of damaging overhead wires or trees during the tipping of the Carts. The Collection Crews will be responsible for the safe and efficient Collection of Carts from all Residential customers.
2. At the time of the Agreement commencement in 2023, the Contractor's primary fleet of vehicles must average no more than six (6) 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.

3. The City-owned Collection Carts are equipped with a unique serial number and RFID tag. The Contractor will use a Geolocation technology to track service and address related issues. Contractor agrees to cooperate with the City in using new technologies as they become available to improve service, Cart inventory control, and Resident participation. If new technologies in addition to or instead of the Zendesk/Zuper application are required, there will be a discussion to determine the relative amounts of shared costs which may be incurred by the parties and amendment for any additional cost incurred by Contractor or City to comply.

4. If fully automated tipping functions are used, each vehicle shall be equipped with hopper cameras that allow the Crew to monitor contamination when tipping materials. If contamination is observed, the Cart shall have an education tag placed. When using the semi-automated Collection, a Crew member must be out of the cab and watching the materials as they go into the hopper to identify contamination and place an education tag if contaminating exists.

5. 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, any Carts not served and the reasons therefore, and information regarding contamination or service problems. For ninety days from May 1, 2023, this information shall be reported to the City at the end of each Collection day with all Tags generated that day and/or recorded in the Contractor's Fleetmind system, to which the City has access.

Contractor has identified challenges with the accuracy of associating Cart and Cart service data with a specific address due to the density of some of the residential areas of St. Paul. The City and Contractor are aware of these challenges, understand them in the use of such data and will work together to maximize data accuracy. The City may need to contact Contractor staff to understand data sent by Contractor in relation to Customer Service issues. In the case that the onboard technology and/or app needs troubleshooting or maintenance, contractor will not incur liquidated damages as a result provided the City has been notified within one business day of the start of the issue and timely repairs are made. After ninety (90) calendar days/three (3) calendar months and again after 180 days/six (6) of using the App, the City and the Contractor will meet to assess the App and the data and communications flows and processes and identify needs for new procedures and/or policies that may be added to the contract as addenda. If significant new procedures and policies are needed the Contractor will be allowed a 90-day grace period to ensure that the data flows are working properly and to create, program in new commands and data points into FleetMind, and train their teams to the new procedures.

The City's customer service applications and the City's system/plan for connecting the app into the Contractor's existing technologies will be fully functional and integrated at the start

of the contract but no later than June 1, 2023, in order for the Contractor to educate Contractor personnel to use the app.

Information will be provided to the City by Contractor to allow the City to link tonnage with Routes and Route days. Contractor will provide copies of the tonnage report marked with the Route Day to the City at the end of each following business day.

F. Container Inventory and Maintenance

1. The City owns the Recyclables Collection Carts. The City owns a number of Recycling Dumpsters. The City is responsible for Cart maintenance and for placement and maintenance of Carts and City-Owned Dumpsters at SUD and MUDA properties.

2. FOR MUDB PROPERTIES

a) The property Owner/Manager, the Contractor and the City shall agree, in writing, on the number of Carts and/or the number/size of Dumpsters and the frequency of service to provide sufficient volume to contain Recyclables generated by Residents at each property.

b) If Carts are to be used, City will place Carts. If Dumpsters are to be used, Contractor will own and place Dumpsters.

G. Delivery of Recyclable Materials

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

H. Weighing of Loads

1. Contractor will keep accurate records consisting of the date, time, Collection Route, driver's identification number, vehicle identification number, net weight, and number of Recycling Carts Tipped for each vehicle unloaded at the MRF each time the Vehicle is unloaded after Collection of Recyclables in accordance with this Contract. This information will be provided to the City for each Route-Day on a monthly basis.

2. Contractor will establish and accurately record tare weights for each Collection vehicle in 2023 in April, at Contractor's convenience. In 2024, Contractor will establish and accurately record tare weights beginning the first business day of the month of June with completion within two weeks. In each case, Contractor will ensure trucks are clean when the tare weight is obtained.

3. These records shall be maintained on file by the Contractor for the duration of the Contract term, and for at least three years following the expiration of the term in the event of an audit by the City or County. In addition, the records must be provided to the City at

any time upon request.

I. Hours of Operation

1. Recyclables shall be collected between the hours of 7:00 a.m. and 6:00 p.m. unless prior notice is given to the City Contract Manager or their designee. Contractor will have until July 3, 2023 to transition Route Collection from 6 a.m. to 7 a.m.
2. If the Contractor anticipates Collection will occur after 6:00 p.m. on the scheduled day of Collection, advance notice must be given to the City as soon as the delay is anticipated.
3. No change in City-designated day for Recyclables Collection may be made without prior written permission of the City.

J. Personnel for Collections

1. Contractor shall provide a list of all management and supervisory staff at the time of execution of the Contract. The Contractor shall notify the City via email or letter of any change to management or supervisory staff. Contractor 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.
2. Contractor shall ensure all employees shall be competent, skilled, and properly licensed for the performance of the work to which they may be assigned. To the discoverable knowledge of Contractor, no employees shall pose a threat to the safety of the residents of the City. Contractor shall have the following information on file for review by the City, to the extent permissible by law:
 - Application for employment
 - Certificate of Road Test
 - Driver's Annual MVR
 - Copy of current Motor Vehicle License
 - Investigation results of prior employment, criminal history
 - Copy of current DOT medical card and current Commercial Driver License Medical Self-Certification Form
3. Employees of the Contractor shall not use loud or profane language, vulgar or derogatory hand signals, shall be courteous to all persons while performing services contemplated by this Agreement, shall be knowledgeable of the contract requirements for Recyclables Collection, and shall perform their work as quietly and efficiently as possible.

4. No scavenging of Recyclables or any other wastes or materials shall be permitted by employees of the Contractor.

5. The Contractor shall have adequate personnel at all times to fulfill the Collection requirements each day to fully perform its obligations under this Agreement.

K. Excluded Materials

1. Drivers will empty Recycling Carts even if there are some Non-Recyclable items in the Cart. If the driver notices excessive amounts (30% or more of the Cart volume) of non-Recyclable items in a Cart or any Excluded Material which is hazardous or dangerous, the driver shall not tip the Cart and shall leave an Educational Tag asking the Resident to resolve the issue. The Cart will be serviced on the next scheduled Collection Day provided all Excluded Materials are removed.

2. The Contractor will make good faith efforts to minimize Collection of Non-Recyclable Materials by not emptying Carts containing excessive amounts of Non-Recyclable Items and Excluded Items and tagging all such carts.

L. Education Tagging

1. The Contractor will inform the Resident of an Inaccessible Setout by leaving an Education Tag on the Cart to instruct the Resident as to how to correct the problem. Contractor will not leave a Tag on the Cart if it cannot be accomplished safely; (e.g. bee swarm, sheer ice, etc.). The Contractor will assume the cart has not been set out for Collection and thus will not tag if the cart is not within four (4) feet of the alley or curb line. The Contractor will document the action and notify the City. If a Tag is not left due to a safety issue, the Contractor will make note in the Fleetmind system, and the City will have immediate access to such information. If systems or integrations are not functioning as intended, Eureka will pull all Education Tag information at the end of the Collection day and send via email at the end of the Collection day.

a) The City will send a letter, within three (3) business days of the first instance, to the Resident to address the issue and encourage compliance.

b) Contractor will collect from the account again on the next scheduled Collection day only if the issue has been resolved. If the Cart is still Inaccessible the driver will document the action and notify the City. The City will send a letter, within three (3) business days requiring the Resident to address the issue and informing them Recycling Collection may be ended if correction is not made.

c) If an account has not corrected the issue for a period of three (3) times over the course of at least five (5) Collection Opportunities it will be placed in Chronic Problem (CP) status. A third letter will be sent to the Resident informing them Recycling will not be collected until the issue is resolved. When the account is placed in CP status the City will notify the Contractor of the property's status.

2. When Excluded Materials are seen in a Cart, the Contractor will inform the Resident by leaving an Education Tag on the Cart to instruct the resident how to rectify the problem.

The driver will leave the Excluded Materials in the Cart. The driver will document the action and leave a Tag and record further instances if the problem is not resolved.

- a) If an account has not corrected the contamination issues in two (2) Collection Opportunities the City will send a letter, within three (3) business days of the first instance, to the resident/property owner to address the issue and encourage compliance.
- b. If excluded material and/or non-Recyclable items have remained in the Cart for two (2) consecutive weeks after receipt of the letter, a second letter will be sent to the Resident informing them Recycling will not be collected until the issue is resolved.
- c. If an account has not corrected the issue for a period of three (3) times over the course of at least five (5) Collection Opportunities it will be placed in Chronic Problem (CP) status. When the account is placed in CP status the City will notify the Contractor of the property's status.
- d) City of Saint Paul Code of Ordinances related to Public Health and Safety may take precedence relating to managing CP situations and may be referred to the City's Department of Safety and Inspections.

3. By July 1, 2023, Contractor shall have a process to record all Carts not set out for service and report those addresses to the City at the end of the Collection Day but no later than 7:30 a.m. the next day. Contractor has identified challenges with the accuracy of associating Cart and Cart service data with a specific address due to the density of some of the residential areas of St. Paul. The City and Contractor are aware of these challenges, understand them in the use of such data and will work together to maximize data accuracy. The City may contact Eureka Recycling staff to understand data sent in relation to Customer Service issues. In the case that the onboard technology and/or app needs troubleshooting or maintenance, Contractor will not incur liquidated damages related to the specific technology issue provided the City has been notified within one (1) business day of the start of the issue and timely repairs are made.

4. The City and the Contractor will adhere to the agreed-upon Customer Service and data exchange processes as both rely on the exchange of accurate and timely data to effectively provide Recycling Collection service. The Contractor will not be assessed Liquidated Damages or penalized in the specific instances when limitations with or errors in technology and/or systems create inaccuracies or gaps in data, provided that timely efforts are made to repair technology and systems, should the issue be on the Contractor's side. The Contractor and/or the City will notify the other party, via email, as soon as the technical problem is identified, but no later than 4:00 p.m. the day the problem is identified. If prolonged challenges arise that cannot be resolved quickly, the City and the Contractor will work to develop a mutually agreed upon interim process to allow for the continuation of Contractor's obligations under the Agreement.

M. 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).

1. 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.
2. Contractor will immediately report all witnessed scavenging to City of Saint Paul (Ramsey County dispatch) at 651-291-1111.
3. 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.

N. Severe Weather and Route Delay/Cancelation Procedure

Recycling Collections may be postponed by the City or the Contractor after consultation between the two parties. After consultation, Collections may be postponed by either party.

1. A declared Snow Emergency shall not constitute Severe Weather unless Severe Weather is additionally determined by the City. The City will be responsible for notifying the Residents by social media, email notification and any other means identified by the City.
2. If a major weather event is predicted, the City and Contractor will begin communicating with one another about potential impacts up to 48 hours before the predicted event or as soon as possible. Each party will designate a point person to streamline this process.
 - a. For Eureka Recycling, it shall be the Senior Vice President Katie Drews, and as a backup, the Director of Customer Relations, Joanna Stone.
 - b. For the City it shall be Susan Young, and as a backup Kris Hageman.
3. If the City or the Contractor cancels before the start of Routes, the Contractor will delay scheduled Collection of all subsequent Collection Opportunities of the week by one day. For example, if a cancellation occurs on a Tuesday, then Tuesday Collection will occur on Wednesday, Wednesday Collection will occur on Thursday, Thursday Collection will occur on Friday, and Friday Collection will occur on Saturday.
4. Contractor may develop a Collection strategy for MUDB accounts to be Collected in the same week but not on the next scheduled Collection Opportunity. Contractor will include details of this plan to the City as soon as possible, but no later than one day after scheduled Collection. Contractor shall be responsible for notifying all MUDB property owners/ managers of the delay and shall collect all extras generated during the delay. In no case shall Collection be delayed such that MUDB properties must place Recyclables in the Garbage to avoid health and safety consequences
5. If major weather events continue or are expected to continue and will adversely affect Collections over a sustained period of time (e.g., multiple consecutive days), City and Contractor will discuss alternatives for delayed Collection.
6. Upon postponement the deciding party will immediately inform the other of any postponement or delay. The Contractor and the City will use the tools available to them

(social media, ReCollect app, websites, etc.) to inform residents of the change and plan to address Collection.

7. No additional costs will be charged to the City by the Contractor. If the requirements of this Section are adhered to by Contractor, the Contractor will not incur Liquidated Damages.
8. If the Contractor completes more than 80% but less than 100% of the Routes on a particular Collection day, the Contractor will collect the remaining incomplete portion of the Routes on the following business day, along with the regularly-scheduled Collections on that following business day, subject to continuing severe weather that would prevent the Contractor from doing so.

If the Contractor completes less than 80% of their Routes on a particular Collection day, the Contractor will delay scheduled Collection of all subsequent days of the week by one day. For example, if a major weather event occurs on a Tuesday and the Contractor is not able to complete more than 80% of the Route, then Tuesday Collection (or the balance remaining) will occur on Wednesday, Wednesday Collection will occur on Thursday, Thursday Collection will occur on Friday, and Friday Collection will occur on Saturday. Contractor may develop a Collection strategy for MUDB accounts to be Collected in the same week but not on the next scheduled Collection Day. Contractor will include details of this plan to the City as soon as possible.

If major weather events continue or are expected to continue and will impact Collections over a sustained period of time (e.g., multiple consecutive days), both parties will discuss alternatives for delayed Collection.

Upon postponement, the Contractor and the City will use the tools available to them (social media, ReCollect app, websites, T.V., radio, etc.) to inform residents of the change and plan to address Collection.

No additional cost will be charged to the City by the Contractor and the Contractor will not incur liquidated damages. The deciding party will immediately inform the other of any postponement or delay.

O. Holidays

The Collection and delivery of Recyclables to the MRF shall be Monday through Friday and on Saturdays following major holidays. 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.

1. The City shall be responsible for determining the alternate Collection day and for publicizing any changes in Collection schedules due to observance of 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 which at a minimum shall be posted on their web pages and other customer communications avenues.

2. The Collection and delivery of the City's Recyclables to the MRF on Sundays shall not be allowed unless otherwise approved in advance by the City.

P. 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.

1. The Contractor shall provide written notice to the City at least 90 days in advance of any desired change in operations which would increase, decrease, or otherwise modify this Scope of Work for Collection of Recyclables collected within the City. The City shall make the final determination on the requested change.

2. If the Contractor suspends or terminates operations for any reason the City must be notified immediately via email.

3. The City shall have the right to recover from the Contractor any additional expenses incurred for the Collection of Recyclable Material until normal operations resume. These recoverable City expenses may include, but are not limited to, communication with Residents, 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.

Q. Safety

Recyclables Collection shall 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.

R. Utilities

The Contractor must 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 actions or omissions, 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 any payment due and owing to the Contractor.

To the extent that Contractor alleges that damage is caused by utilities in any rights-of-way which private companies have not maintained in compliance with required clearance distances, Contractor must provide documentation of non-compliance to the City and seek resolution from the private utility. If Contractor is unable to promptly resolve the issue with the private utility, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from any payment due and owing to the Contractor.

S. 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, fences, 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. Repairs to damaged sod, fences, mailboxes, or other such objects must return the property to the pre-existing condition.

1. Contractor shall make repairs or replacements, at no charge to the property owner, within five (5) business days, or if repairs or replacements cannot be made in such time, as soon as is commercially possible. Contractor must notify the City of the outcome or status of the damage claim within ten (10) business days.

2. Replacement of portable property shall be made within forty-eight (48) hours of notification of Contractor, and with an equivalent object or the cost thereof if a replacement is not available.

If the Contractor fails to repair or replace any damaged property within the appropriate timeframe, the City may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from payment to be made to the Contractor.

T. 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.

1. 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, charge, or request for compensation against a City for such interference.

2. Contractor shall adjust Collection service protocols to provide Recyclables Collection as scheduled. If streets and/or alleys are deemed to be impassable or un-drivable due to street improvements, the Contractor will return on the following day and will provide service if the obstruction is removed. The Contractor will not incur liquidated damages due to service delays in this case.

U. Street and Alley Access

If streets and/or alleys are deemed to be impassable or un-drivable due to downed trees,

service vehicles, winter road conditions, and other temporary obstructions the Contractor will attempt to service Carts or Dumpsters near the end of the Route on that same day. If the specific streets and/or alleys are deemed to be impassable or un-drivable, Contractor shall make a third pass on the following day to service the Cart(s) or Dumpsters. The Contractor will not incur liquidated damages due to service delays in this case.

- a. In the event of significant and/or persistent weather, road work, or other inaccessibility issues where third pass is no longer an effective practice and/or when inaccessible alleys and streets exceed 50, resources will be pulled from third pass and diverted to accessible Collections to ensure no other Collections fall behind. In these occasions, the Contractor will communicate to the City and provide clean-up plans.

V. Education Program

The City recognizes that a consistent and comprehensive education program is critical to the success of the *All In™* program. The City will work with the Contractor and Residents to increase participation, increase the amount of Acceptable Materials that are placed in and collected from Recycling containers, and decrease contamination of Recyclables.

1. Education at the time of Collection is a critical component of the City's and Contractor's information efforts. Tagging must be done each time a driver does not tip a Cart because it is inaccessible, incorrectly placed, has contamination/excluded materials inside, or the lid is open so the Cart cannot be emptied without removing the excess material.

- Carts that are not placed within) four (4) ft. of the alley or curb line will be assumed to be "not out" and will not be tagged for Cart placement.
- Carts that are placed next to a garage or house but within the four feet of alley or curb line will be assumed to be "not out" and will not be tagged for Cart placement
- A Tag shall be correctly filled out identifying the reason the recyclables were not collected and placed securely on the Cart.
- An electronic record will be correctly filled out and returned to the City at the end of the Route day.
- Contractor shall record all Tags generated on all Routes and return them to the City at the end of the Route day but not later than 9:00 a.m. on the following Business Day or provide to the City through the Contractor's FleetMind System.

2. The City will be responsible for generating education and outreach materials used for the *All In™* Program. The City will provide the Contractor an opportunity to provide input on program specific education developed by the City prior to printing and/or posting. The City will, at a minimum, be responsible for:

- Annual Residential Recycling Guide
- Annual Utility Bill stuffer
- Education Tags
- Educational Videos
- Social Media, press releases and media announcements
- Notification to Residents of City approved service changes

3. The Contractor shall not provide media alerts, press releases, social media posts, etc. regarding the Contract or any reference to City Recycling services without notifying the City in advance and obtaining prior approval of same in writing.

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

- Enforcement of Recycling rules during Cart and/or Dumpster Collection to maximize acceptance of Recyclables while minimizing contamination or unacceptable materials.
- Use of City provided Education Tags at the point of Collection.
- Including a link to City of Saint Paul Recycling Program on Contractor's web site.
- Use of ReCollect App platform for electronic communications to Saint Paul residents who sign up for alerts/messages

W. Participation Study

Once each year, the Contractor shall perform a citywide participation study to determine both a set-out and participation rate in the City's Recyclables Collection programs. The study period will span six Collection weeks. The results of the study must be provided to the City within five (5) weeks of completion.

The Contractor will track set-out and participation of Residential units weekly during the Study Period.

The Set-Out Rate, by Route, will be provided to the City.

X. Reporting Requirements

The Contractor will provide required reports on a monthly and quarterly basis by the 15th of each month beginning June 15, 2023, for the month of May, 2023. Reports, shall include, at a minimum, the following information:

- Total City tons collected and deposited at the MRF.
- Tons collected within each Route by Collection day.
- An updated Walk-Up Service customer list.
- An updated inventory of Carts/Dumpsters placed at each MUDB property.
- Number, issue, and resolution of all customer complaints directly received by the Contractor.
- Any significant or unusual contamination issues and chronic problem properties.

Additional reports will be mutually agreed upon, in writing, by the Contractor and the City.

Year-end reports to the City shall be due by the last day of January of each year.

Year-end reports will include information related to the preceding twelve calendar months. The annual report shall include, at minimum the following information:

- A summary of the monthly tonnage reports.
- A summary of tonnage collected by Route/Collection day.
(SUD/MUDA tonnage shall be reported separately from MUDB)
- Detailed maps showing Route start and stop points by truck.
- A listing of Walk-up Service customers.
- Suggestions for improvements to the Recycling Collection and education program.
- Sustainability Plan milestones completed, and activities planned for the next calendar year.
- An audited financial report and a Department of Treasury, Internal Revenue Service form 990 no later than June 30th for the preceding calendar year's information.

A meeting will be organized by the City and the Contractor no later than February 28th 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.

Y. Environmental and Community Benefits

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

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.

Z. Customer Service Process

When Saint Paul residents call the City's Customer Service Team (CST) with service- or contract-related issues, the City's CST will immediately enter cases into their system of record, Zuper. Zuper will then create a case in the Contractor's system of record, Fleetmind, which the Contractor's team can then view and address. Most communication and data sharing should be conducted through each of the parties' systems of record.

In the event that an occurrence or timeliness issue arises that requires a direct form of communication, the Contractor will provide the City with a phone number and email designated only for City staff to connect with a Eureka Recycling representative for any clarification, investigation, or escalated issues.

If the City receives calls about any damage to property, the City CST will also enter these cases into their system and include information for the Contractor to reach out directly to the caller to conduct the investigation and, if necessary, the repair plan.

The Contractor will either pull and share data or provide a means for the City to pull any data to accommodate any needs as outlined throughout the contract.

Both the City and the Contractor will immediately communicate any issues that arise in their systems that would impact the ability to effectively communicate data or service issues to the other and prepare an interim plan while working to correct the issues.

Any process points that have not been designed in advance of the commencement of the contract but are later identified as a need or requested by either the City or the Contractor will be mutually agreed upon and crafted by both parties.

After May 1, 2023 when Residents call Eureka Recycling for service related issues, Eureka CST will inform the caller that the City of Saint Paul is now the designated customer service provider. Eureka CST will offer to connect the call directly to the City phone line in an effort to reduce the need for multiple calls by the Resident or provide the City designated phone number and/or website, per the caller preference, and also.

AA. Liquidated Damages

This Contract establishes liquidated damages for failure to meet performance standards identified below. These liquidated damages are independent of default and breach provisions addressed elsewhere in this Contract. This list of example liquidated damages within this section is not intended to be exhaustive; lack of Contractor performance on other service standards may also result in liquidated damages. This list may be amended by mutual written agreement between the City and Contractor as needed.

The City and Contractor expressly agree that the potential harm or injury to the City or residents caused by the incidents of substandard performance set forth in this Contract are difficult or impossible to accurately estimate. The City and Contractor stipulate that each damage dollar amount in this Contract is a reasonable estimate of the loss to the City and the public.

The existence or recovery of such liquidated damages shall not preclude the City from recovering other damages in addition to the payments made hereunder which the City can document as being attributable to Contractor performance failures. In addition to other costs that may be recouped, the City may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

The Contractor shall agree, in addition to any other remedies available to the City, that the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor fulfilling its obligations:

The following acts or omissions shall be considered a breach of the Contract and used for the purpose of computing liquidated damages under these provisions. The acts or omissions shall not be mutually exclusive.

1. Failure to Collect a Setout that has Recyclables properly set out and access not blocked. Only those occurrences which should have been Collected based on the

definitions in this Agreement will be charged to the Contractor. Contractor will not incur liquidated damage for reported misses picked up within 24 hours of report of miss (One RDU = One Occurrence): \$100 each occurrence.

2. Failure to leave an educational tag when Non-Targeted Materials are included and observed in the cart - \$100 per incident.
3. Failure to leave an educational tag per the tagging procedure. - \$100 per incident.
4. After July 31, 2023, failure to notify City when Cart not out or more than four (4) feet from the curb or alley line - \$50 per incident.
5. Failure to respond to complaint or customer service issue reported by the City to the Contractor within one (1) business day: \$250 each occurrence.
6. Failure to collect properly notified Partial Dumps - \$250 per incident
7. Failure to substantially complete a Route (defined as five (5) % of a Route or more) on designated Collection day without notifying City of failure and of the Collection plan for the following day: \$300 each instance.
8. Failure to notify the City within 24 hours of interruption in Collection Service of any significant portions or entire SUD, MUD A Route: \$1,000 each Business Day of delay.
9. Failure to complete missed Routes by 6:00 p.m. on the day following incomplete Routes, unless Route completion is not possible due to documented and verified safety concerns: \$1,000 each instance, each Route.
10. Failure to notify the City of a significant permanent and/or seasonal Route change or operations change affecting City Routes within three (3) business days: \$500 per occurrence.
11. Failure to immediately and completely clean up spills, including litter and/or hydraulic or other fluid leaks: \$100 per occurrence.
12. Damage to Carts, including deposition of Cart into hopper, crushing Cart, running over Cart, etc.: \$200 per Cart
13. Collection of non-Contract Recyclables on City Route: \$300 per occurrence
Eureka will immediately provide to the City the addresses of small, designated accounts that it collects in Saint Paul as holdovers from previous contracts. City will not pay Eureka for these non-Agreement accounts nor will it impose Liquidated Damages for Collection of Recyclables for these non-Agreement accounts.
14. Failure to deliver Recyclables to City-designated MRF without receiving prior written permission from the City: \$1,000 per occurrence.
15. Failure to submit annual reports by the deadline specified: \$500 for each five (5) Business Days of delay.
16. Failure to maintain and submit to the City required records: \$250 for each five (5) Business Days of delay.
17. Failure to respond to claims of reported damage to public or private properties

- within five (5) business days: \$100 per each Business Day of delay
18. Failure to fully resolve and/or provide status regarding property damage claims within ten (10) Business Days: \$1,000 per each Business Day of delay.
 19. Failure to submit monthly reports by the deadline specified: \$250 for each five (5) Business Days of delay.
 20. Failure to allow the City to review and approve Contractor's City-related educational, media or other publicly released or distributed materials: \$500 each instance.
 21. Failure to retain specified weight tickets: \$500 each day's tickets which are not retained.
 19. Failure to provide required maps and dwelling unit counts of Collection Routes, and/or updates to maps within five (5) business days of request: \$500 per occurrence

The Contractor shall be liable for liquidated damages in the amount(s) upon determination of the City that performance has not occurred consistent with the provisions of the Contract. The City shall notify Contractor in writing or electronically of each act or omission in this Contract reported to or discovered by the City. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

The City may deduct the full amount of any damages from any payment due to the Contractor. The remedies available to the City under this paragraph shall be in addition to all other remedies that the City may have under law or at equity.

Attachment A.
City Route Days

Attachment B.
Excluded Materials

Attachment C.
City Designated Locations (CDL) list

