

Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Saint Paul – Ramsey County Public Health, 555 Cedar Street, Saint Paul, Minnesota, 55101 ("County") and Waste Management of Minnesota, Inc., 10050 Naples Street NE, Blaine, Minnesota, 55449, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from January 01, 2021 through December 31, 2021 and may be renewed for up to four (4) additional one year period(s).

The full term of this agreement (including renewals) is 5 year(s), 0 month(s) and 0 day(s).

1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives for each party.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

The Contractor shall provide the following Recycling and Municipal Solid Waste (MSW) Management services consistent with the Special Terms and Conditions described in Attachment A. The required services include, but are not limited to:

1. Collecting, transporting, and processing of Recyclables in a single-sort recycling system.
2. Collecting, transporting and processing of SSO materials.
3. Collecting and transporting of MSW for recovery at the Recycling & Energy (R&E) Center (Newport, MN). The Contract Form E refers to the Ramsey County Solid Waste Ordinance, Waste Designation Plan, and R&E Center hauler guidelines that provide for a clear contingency process if the R&E Center is not available.
4. Providing and managing Carts, Dumpsters, Roll-Off Boxes, Compactor Boxes, and other equipment as required for collection and storage of all contracted material and waste streams.
5. "Right-sizing" service levels to match need (changing the containers and/or service frequency) at any Location when requested by the County.
6. Monitoring collection services and reporting required data to support tracking of diversion progress, "right sizing" opportunities, and other means of reducing County costs.
7. Training of and with County staff related to Contract implementation procedures including County-Contractor communications, regular quality.

2.2.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.3.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

3. Schedule

The Contractor shall provide services as follows: The locations to receive regularly scheduled recycling and MSW management services are outlined in Attachment B, Locations Descriptions and Specific Services Needs, with anticipated initial equipment needs and service frequency described therein, subject to change by Ramsey County at any time. Roll-off containers shall be provided at all requested sites within 48 hours of notification. Further details on schedules for service delivery, including but not limited to auditing, reporting, facility-specific service times, equipment repair or replacement, on-call pick-up requests, missed pick-ups, service frequency or equipment changes, seasonal changes, service termination, and invoicing, are provided in Attachment A, Special Contract Terms and Conditions.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:
Fee schedules and rates as presented in Addendum 1 Forms H.1. – H.-7. Fee Schedules, attached hereto and incorporated by reference. Fee schedules and rates are subject to changes pursuant to Attachment A, Special Contract Terms and Conditions.

5. General Contract/Agreement Terms and Conditions

5.1. Payment

5.1.1.

No payment will be made until the invoice has been approved by the County.

5.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

5.2. Application for Payments

5.2.1.

The Contractor shall submit an invoice monthly.

Invoices must include contract number PH001089. The invoice can be emailed to PH.Invoice@ramseycounty.us or mailed to the following address:

Saint Paul – Ramsey County Public Health
Accounts Payable
555 Cedar Street
Saint Paul, Minnesota 55101

5.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

5.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

5.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges.

5.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

5.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

5.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

5.4. Successors, Subcontracting and Assignment

5.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

5.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

5.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

5.5. Compliance With Legal Requirements

5.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

5.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

5.6. Data Practices

5.6.1.

All Government Data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement may be subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

5.6.2.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Upon completion, expiration, or termination of this Agreement, Contractor will return to County or destroy all protected information received or created on behalf of County for purposes associated with this Agreement. A written certification of destruction or return to County is required. Contractor will retain no copies of such protected information. If both parties agree that such return or destruction is not feasible, or if Contractor is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this Agreement, Contractor will extend the protections of this Agreement to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as Contractor maintains the information.

5.7. Security

5.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

5.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or

disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request.

5.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

5.7.4.

The County retains the right to inspect and review the Contractor's operations during normal business hours for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

5.7.5.

All County data and intellectual property created solely and exclusively by the Contractor and County and stored in the Contractor's system is the exclusive property of the County.

5.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, to the extent arising out of or by reason of any negligent, grossly negligent, or willful act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

5.9. Prison Rape Elimination Act (PREA)

Contractor and Contractor's employees will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. § 15601 *et seq.*), which establishes a zero-tolerance standard against sexual assault, and with all applicable PREA Standards including background checks, county policies related to PREA and county standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse with Facilities/Client Services owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" the county will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and county PREA policies may result in termination of the Agreement.

5.10. Contractor's Insurance

5.10.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

5.10.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

5.10.3.

Commercial general liability of no less than \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

5.10.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

5.10.3.2.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's negligent acts or omissions, or the negligent acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

5.10.4.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

5.10.5.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

5.10.6.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

5.10.7.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Certificates of Insurance shall be submitted to the County upon written request.

5.10.8.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

5.10.9.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

5.10.10.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

5.10.11.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

5.11. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

5.12. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

John Springman, Environmental Health Supervisor, Saint Paul – Ramsey County Public Health Environmental Health, 2785 White Bear Ave. N., Ste. 350, Maplewood, MN 55109

Alex Fredberg, Environmental Health Specialist, 2, Saint Paul – Ramsey County Public Health, Environmental Health, 2785 White Bear Avenue North, Suite 350, Maplewood, MN 55109

Contractor:

Tom Beaulieu, President, Waste Management of Minnesota, Inc., 10050 Naples Street NE, Blaine, Minnesota 55449

Rachel Koupal, Major Account Manager, Waste Management of Minnesota, Inc, 10050 Naples Street NE, Blaine, Minnesota 55449

5.13. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

5.14. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5.15. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

5.16. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

5.17. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

5.18. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

5.19. Termination

5.19.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

5.19.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

5.19.3.

Either party may terminate this Agreement without cause upon giving at least sixty (60) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

5.20. Interpretation of Agreement; Venue

5.20.1.

The 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 appropriate State or Federal District Court in Ramsey County, Minnesota.

5.20.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

5.21. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

5.22. Infringement

5.22.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

5.22.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found

acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

5.23. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

5.23.1.

Contracts and subcontracts for more than the simplified acquisition threshold currently set at \$175,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

5.23.2.

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non--Federal entity including the manner by which it will be effected and the basis for settlement.

5.23.3.

Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.23.4.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.23.5.

Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

5.24. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

5.25. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

5.26. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

5.27. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

6. Special Contract Terms and Conditions

6.1.

Attachment A, Special Contract Terms and Conditions

ATTACHMENT A
SPECIAL CONTRACT TERMS AND CONDITIONS

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ATTACHMENT A
SPECIAL CONTRACT TERMS AND CONDITIONS

1 Definitions

The following terms shall have the meanings defined below.

- 1.1. Account Manager** means the person designated by the Contractor to be a liaison to the County and shall be the authorized representative of the Contractor and any subcontractors providing services under this Contract.
- 1.2. Cart** means an, industry-standard, wheeled lidded, container, typically made primarily of plastic.
 - a. 90-Gallon Cart means a Cart having a minimum volume of 90 gallons and a maximum volume of 110 gallons. All Carts within this range shall be treated as equally sized for purposes of this Contract.
 - b. 60-Gallon Cart means a Cart having a minimum volume of 60 gallons and a maximum volume of 68 gallons. All Carts within this range shall be treated as equally sized for purposes of this Contract.
- 1.3. Compactor Box** has the meaning typical of the industry and means a metal, non-leaking enclosed container with a capacity of 10, 20, 30, or 40 cubic yards, and it is attached to a compaction unit to increase the density of the waste for the storage and transport of MSW or other materials.
- 1.4. Dumpster** means a metal or plastic waste or recyclables storage container with lids that fully cover any openings, serviceable with a front-load or rear-load waste collection vehicle, ranging in capacity from one cubic yard to eight cubic yards. This includes this type of container with or without wheels.
- 1.5. Compactor Box Collection Rate** means the Contract price for a Compactor Box service event. The Compactor Box Collection Rate shall include all costs to provide a Compactor Box to a Location, remove the Compactor Box from the Location, deliver the Compactor Box to the appropriate disposal or processing facility, and return and re-attach the empty Compactor Box. The Compactor Box Collection Rate does not include costs of disposal or processing the Tipping Fee; Recyclables revenue sharing (if any); taxes; fees; or other allowable pass-through costs. These allowed passes through costs must be billed as separate line items without markup.
- 1.6. Contractor** means the successful proposer awarded a Contract resulting from a Request for Proposals, and Contractor's assignees and subcontractors. A proposal team comprised of more than one legal entity and awarded a Contract is considered a Contractor consisting of a prime Contractor and any subcontractors.
- 1.7. Contract Manager** means a person designated by the County to be the main point of contact with the Contractor for the overall management of this Contract.
- 1.8. County** means Ramsey County, a political subdivision of the State of Minnesota.
- 1.9. County Location** (Location) means a building, campus of buildings, park, or other County facilities which the County has designated to receive collection services in the Contract. A County Location may or may not be owned or occupied by Ramsey County, and includes sites requiring temporary Roll-Off or other services and Locations holding special or temporary events.
- 1.10. Disposal Rate** means of the amount to be billed for each time the Contractor services an MSW Cart or Dumpster, that portion based solely on the Tipping Fee cost for the waste in that Cart or Container, assuming full capacity use of the Cart or Dumpster at the Density Factor or known weight per cubic yard.
- 1.11. Facility Contact** means a person or persons designated by the County to be the main point of contact for the Contractor at each service Location or group of Locations, primarily for addressing day-to-day, front-line service issues, needs, and concerns. (Also known as the "Building Manager".)

- 1.12. **Food Waste Recycling** (also known as “food to hogs”) is a separate form and contract for collecting food scraps from selected County Locations to be processed as a supplemental feed for farm animals such as pigs. The Food Waste Recycling contract is separate from this Recycling and MSW Management Contract and is procured through the State of Minnesota Cooperative Purchasing program.
- 1.13. **Holiday** means one of the following six major holidays, on the day it is officially observed: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 1.14. **Large-Quantity, Single-Material Recyclables** means materials that would otherwise be managed as MSW, but are separated by the generator and placed into Roll-Off Boxes or Compactor Boxes for management through Recycling. For purposes of this Contract, the contents of a container of Large-Quantity, Single-Material Recyclables is to be identified as a distinct category of materials (e.g., cardboard, dimensional lumber, pallets, scrap plastic) without further separation or processing by the Contractor. Contractor is not responsible for the marketing or processing of these Large-Quantity, Single Material Recyclables.
- 1.15. **Mixed Municipal Solid Waste (MSW)** shall have the meaning outlined in Minnesota Statutes Section 115A.03, Subd. 21. MSW shall not include Hazardous Waste, Infectious Waste, Universal Waste, or Special Waste as defined under Minnesota Statutes, Minnesota Solid Waste Rules, or Ramsey County Solid and Hazardous Waste Management Ordinances, or any other waste that is required by law or ordinance to be separately managed, including computers and other electronic waste, fluorescent lamps, appliances, etc.
- 1.16. **MSW Collection Rate** means the collection fee to be billed for each time the Contractor services an MSW container exclusive of the MSW Disposal Rate, taxes, fees, or other allowed pass-through costs or charges the Contractor may be required to collect on behalf of governmental entities, such as Ramsey County and the State of Minnesota.
- 1.17. **MSW Density Factor** means the average pounds per cubic yard of MSW generated across all County Locations receiving regularly scheduled MSW Cart and Dumpster services unless a Location is otherwise exempted. The Density Factor for purposes of the initial year of the Contract is established at 92 pounds per cubic yard for loose MSW materials in Carts and Dumpsters.
- 1.18. **MSW Disposal Rate** means the disposal fee to be billed each time the Contractor services an MSW container exclusive of the MSW Collection Rate, taxes, fees, or other allowed pass-through costs or charges the Contractor may be required to collect on behalf of governmental entities, such as Ramsey County and the State of Minnesota. The first year disposal fee shall be based on the Tipping Fee scheduled to be charged by the R&E Center in 2021.
- 1.19. **Pass-Through Tipping Fee** means the Tipping Fee based on the verifiable weight of a specific load of MSW delivered in Roll-Off Boxes or Compactor Boxes to the R&E Center, or to any other facility to which the County directs the MSW collected under the Contract be delivered. The Pass-through Tipping Fee also includes the exact amount of any surcharges, such as for mattresses or other bulky items that the Contractor is charged by the R&E Center or other facility.
- 1.20. **Primary (Primary Recyclables Rate, Primary SSO Rate or Primary MSW Collection Rate)** means the first Cart or Dumpster and the higher initial price charged to include the trip fee cost. To be distinguished from the “Secondary” Cart or Dumpster rate when there are multiple containers of that material type set out for collection at an individual Location.
- 1.21. **Recycling** means applications consistent with the definition in Minn. Statutes Section 115A.03, Subd. 25b., and as approved by the Minnesota Pollution Control Agency and Ramsey County. In this Contract, Recycling means collection and management of both traditional Recyclables and SSO.
- 1.22. **Recyclables Rates** means the Contractor’s per container price per pick-up for all Recyclables management costs including collection, processing, marketing, and public education. [Under the

base proposal scenario, there is no risk/revenue sharing component for a Recyclables processing fee. Alternate proposals with a Recyclables risk/revenue sharing component may be accepted if submitted in addition to the base proposal.]

- 1.23. **Recyclables Facility** means a facility consistent with the definition in Minn. Statutes Section 115A.03, Subd. 25c that accepts Source Separated Recyclable Materials for processing and marketing for recycling. A Recycling Facility may be a materials recovery facility (MRF) or a similar facility.
- 1.24. **R&E Center** means the Recycling & Energy Center, located at 2901 Maxwell Avenue, Newport, MN 55055, that accepts MSW for processing into Refused Derived Fuel (RDF) for use as an energy-producing feedstock.
- 1.25. **Roll-Off Box** means a metal, non-leaking open-top box with a capacity of 10, 20, 30, or 40 cubic yards.
- 1.26. **Roll-Off Box Collection Rate** means the Contract price for a Roll-Off Box service event. The Roll-Off Collection Rate shall include all costs to provide a Roll-Off Box to a Location, remove the Roll-Off Box from the Location, and deliver the Roll-Off Box to the appropriate disposal or processing facility. The Roll-Off Box Collection Rate does not include costs of disposal/processing Tipping Fee; Recyclables revenue sharing (if any); taxes; fees; or other allowable pass-through costs. These allowed pass through costs must be billed as separate line items without markup. **Secondary (Secondary Recyclables Rate, Secondary SSO Rate or Secondary MSW Collection Rate)** means the second (or more) Cart(s) or Dumpster(s) and the lower collection price charged to exclude the trip fee cost. To be distinguished from the “Primary” Cart or Dumpster rate when there are multiple containers of that material type set out for collection at an individual Location.
- 1.27. **Secondary (Secondary Recyclables Rate, Primary SSO Rate or Primary MSW Collection Rate)** means the second or more Cart or Dumpster and the lower price charged to exclude the trip fee cost. To be distinguished from the “Primary” Cart or Dumpster rate when there are multiple containers of that material type set out for collection at an individual Location.
- 1.28. **Single-sort** means the commingling and placement of most or all Source Separated Recyclable Materials in the same container or set of containers at any County Location.
- 1.29. **Source Separated Organics (SSO)** means source-separated compostable material that is separated from MSW by the generator at County Locations and delivered to a Contractor-proposed, County-approved SSO Facility and processed for composting or anaerobic digestion (AD). SSO includes source-separated compostable material consistent with the definition under Minnesota Statutes, Section 115A.03. SSO Materials include food scraps; uncoated, non-recyclable paper (e.g., paper towels); and certified compostable plastic bags. Eligible compostable bags must be certified by the Biodegradable Products Institute – BPI). SSO collection and management under this Contract does not include Food Waste Recycling (i.e., “food to hogs”) services.
- 1.30. **Source Separated Organics Facility (SSO Facility)** means a site proposed by the Contractor and approved by the County to accept SSO collected under the Contract that:
 - a. Is used to process and compost or anaerobically digest SSO, consistent with Minn. Solid Waste Rules part 7035.0630, Subp. 105b, or
 - b. Is a SSO transfer station, MSW processing facility, or Recycling Facility at which:
 1. SSO is composted or anaerobically digested separately from MSW or Recyclables, consistent with Minn. Statutes Section 115A.03, Subd. 32a;
 2. SSO is maintained as a separate stream from MSW and Recyclable Materials and subsequently transferred to a composting or AD facility, or
 3. SSO contained in County-approved durable compostable bags (DCBs) that is co-collected with MSW is separated and subsequently transferred to a composting or AD facility.

- 1.31. SSO Rates** means the Contractor's per container price per pick-up for all SSO management costs including collection, processing, marketing, and public education. [Under the base proposal scenario, there is no risk/revenue sharing component for an SSO processing fee. Alternate proposals with an SSO risk/revenue sharing component may be accepted if submitted in addition to the base proposal.]
- 1.32. Source Separated Recyclable Materials** (Source Separated Recyclables or Recyclables) means traditional Recyclable materials (excluding SSO) that are separated from MSW by the generator at County Locations and placed into containers for Recyclables. Recyclables include:
- a. Paper Items: Office paper, corrugated cardboard, magazines, glossy paper stock, newspapers, paper envelopes with or without windows or labels, paper file folders including hanging file folders, paperboard, boxboard, hard and softcover paper books, phone books, Kraft bags, adhesive note pad paper, spiral notebooks, card stock, and any Recyclable paper items not mentioned here;
 - b. Metal Items: Aluminum and steel food and beverage cans;
 - c. Glass: Glass food and beverage bottles and jars;
 - d. Plastic Items: Plastic food and beverage containers and other plastic packaging, to include at a minimum: plastic bottles with a neck and other rigid containers with a Society of the Plastics Industry (SPI) resin identification code of #1 (PET/PETE), #2 (HDPE), or #5 (PP);
 - e. Cartons: Aseptic paperboard packaging, milk cartons, juice boxes, and other food or beverage cartons of similar composition; and
 - f. Other: Any other recyclable materials as agreed to by the Contractor and the County if determined to have multiple, stable, and long-term end-markets.
- 1.33. Tipping Fee** means the weight-based per-ton fee charged to the Contractor by the R&E Center for delivery of MSW.
- 1.34. Yard Waste** shall have the meaning in State law and regulations and as commonly used by Ramsey County. In general, Yard Waste means grass, leaves and brush less than four inches in diameter and less than six feet in length. It does not include tree debris from storms or large waste wood such as stumps, logs, etc. In Ramsey County, residential Yard Waste is managed primarily through Yard Waste drop-off sites owned, operated or coordinated by the County.

2 Recyclables Collection and Management Services

The Contractor shall provide comprehensive Recyclables services to support the County's Single-sort Recyclables program for traditional Source-Separated Recyclables.

The Contractor will provide regularly scheduled services as well as on-call and extra-pick-ups as needed.

2.1 Recyclable Items To Be Collected

The Contractor will collect and manage Recyclable Materials as defined in this Contract. The Contractor shall remove and Recycle all Recyclable Materials that are placed in the Recyclables containers.

2.2 Information on Preparation of Recyclables

The Contractor shall provide the Contract Manager with detailed instructions for County staff to use on how to prepare Recyclables for collection. These instructions shall include detailed lists of Recyclable items that are acceptable and not acceptable.

2.3 Delivery of Recyclable Materials

The Contractor shall transport all Recyclables collected to a County-approved Recyclables Facility.

2.4 Recyclables Shall Not be Disposed with MSW

At no time may the Contractor physically blend or commingle Recyclables with MSW or any other waste material during collection, transportation, and unloading, or when placing Recyclables at a Recyclables Facility. Source Separated Recyclables shall not be disposed in a landfill or MSW resource recovery facility unless pre-approved by the State of Minnesota and Ramsey County in writing. Such action shall be grounds for termination of the Contract.

2.5 Recyclables MRF Performance

Upon request of the County, the Contractor shall provide information on the process residuals as a percent by weight of materials received at the designated Recyclables MRF. The information shall contain the MRF's process residual estimates together with a detailed description of the calculation methodology used, including measurement periods (e.g., months, quarters, or calendar year), sources of materials, and periods for end market shipments.

2.6 Changes to the List of Recyclables

The Contractor shall notify the Contract Manager as market conditions allow additional Recyclable Materials to be collected for Recycling. If any specific Recyclable Material item becomes no longer marketable for Recycling, the Account Manager shall consult with the Contract Manager and together negotiate in good faith a proposed amendment to the list of Recyclables. No materials included in the list of Recyclables may be deleted from the list of acceptable materials without the prior agreement of the County and a formal written amendment to this Contract.

2.7 Recyclables Equipment

The Contractor shall provide Carts, Dumpsters, or Roll-Off Boxes as requested by the County to store Recyclables. The Contractor may also provide and service compaction and associated equipment for preparation and storage of Recyclables as requested by the County.

2.8 Clean Up of Any Spilled Materials.

The Contractor shall pick up any spillage around Recyclables containers. Any materials that fall outside a container during servicing by the Contractor must be picked up and placed into the Contractor's collection vehicle or back into the container for reloading back into the Contractor's truck.

2.9 Excessively Contaminated Recyclables

The Contractor shall immediately notify the Contract Manager if a Recyclables container has unacceptable amounts of non-recyclable materials that prevent collection by the Contractor. The Contractor shall describe to the Contract Manager what these materials are, with a digital photograph depicting the non-recyclable materials and sufficient detail of the surroundings to verify the Location. The Contractor shall consult with the Contract Manager on the preferred action. If the Contract Manager is unable to be reached within twenty-four (24) hours, the Contractor shall contact the Facility Contact to consult on the preferred action, in addition to providing the Contract Manager with notification of the action taken and digital photographs of non-recyclable materials.

The County may opt to remove the unacceptable materials and request the Contractor return to the Location on an on-call/extra pick-up basis to service the container for recycling. If the County opts not to remove the unacceptable materials, the County may require the Contractor to collect the container as MSW.

Failure of the Contractor to alert the Contract Manager within four business hours of contamination that prevents service, or failure to return to the Location to complete service as directed by the County, may result in loss of authorization for the Contractor to charge for all or part of the service event.

2.10 Documentation Requests

Upon request of the County, the Contractor shall provide evidence (such as receipts or other documentation) of delivery of Recyclables to a Recyclables Facility.

2.11 Annual Composition Sort of Recyclables

Annual sorts of samples of Recyclables are required to measure the percent of contaminants as collected from Recyclables as collected. The County has set a goal for these sorts to measure the percent of contaminants as collected at the 95 percent confidence level. One month prior to sort operations, the Contractor shall submit a plan, to be approved by the County, for these sorts with all methods including means of selecting random samples, number of samples and list of sort categories.

3 Source Separated Organics Services

The County requires services to collect, transport, and deliver SSO to an SSO Facility approved by the County. The Contractor will provide scheduled SSO services, as well as on-call and extra pick-ups as needed.

The County may consider changing the collection of SSO to be contained in distinctly colored durable compostable bags (DCBs), co-collected with MSW and subsequently separated from MSW for composting or anaerobic digestion (AD). If such a plan for changing to a DCB-based collection operation is implemented, the Contractor shall haul the SSO in DCBs co-collected with the MSW to the R&E Center or an alternate SSO/MSW sorting/transfer facility approved by the County.

The current SSO service Locations list is provided in Form K – Annual Cost Estimates. Currently, five Locations have SSO services. The County plans to expand SSO collections to another five Locations such that by 2025 there could be 10 or more Locations with SSO services under this Contract. The list of SSO Locations and service levels is subject to change by the County.

3.1 SSO Items to be Collected

The Contractor will collect Source Separated Organics (SSO) as defined in this Contract. The Contractor shall remove and manage all SSO material that is placed in the SSO containers.

3.2 Information on Preparation of SSO

The County shall provide the Contractor with detailed instructions County staff will use on how to prepare SSO for collection. These instructions shall include detailed lists of SSO items that are acceptable for the County's SSO program and not acceptable.

3.3 Delivery of SSO

The Contractor shall transport all SSO collected under the Contract to an SSO Facility approved by the County.

3.4 SSO Shall Not be Disposed with MSW

At no time may the Contractor physically blend or commingle SSO with MSW or any other waste material during collection, transportation, and unloading or placing SSO at an SSO Facility or any other facility. SSO shall not be disposed in a landfill or MSW resource recovery facility unless pre-approved by the State of Minnesota and Ramsey County in writing. Such action shall be grounds for termination of the Contract.

3.5 SSO Processing Facility Performance

Upon request of the County, the Contractor shall provide information on the process residuals as a percent by weight of materials received at the designated SSO processing Facility. The information shall contain

the Facility's process residual estimates together with a detailed description of the calculation methodology used, including measurement periods (e.g., months, quarters, or calendar year), sources of materials, and periods for end market shipments.

3.6 Changes to the List of SSO Items

The Contractor shall notify the Contract Manager as market conditions allow additional SSO Materials to be collected for processing and recovery. If any specific SSO item becomes no longer marketable, the Account Manager shall consult with the Contract Manager and together negotiate in good faith a proposed amendment to the list of SSO materials. No materials included in the list of SSO may be deleted from the list of acceptable materials without the prior agreement of the County and a formal written amendment to this Contract.

3.7 SSO Equipment

The Contractor shall provide SSO Carts, Dumpsters, Roll-Off Boxes or other containers as requested by the County for collection and storage of SSO. The Contractor shall recommend, based on consultation with the County, the particular type and size of Cart, Dumpster, Roll-Off Box or other containers to install at each participating County Location, appropriate to the nature and volume of the SSO material stream at the Location.

3.8 Clean Up of Any Spilled Materials

The Contractor shall pick up any spillage around Carts, Dumpsters, Roll-Off Boxes, and other SSO containers. Any materials that fall outside a SSO container during servicing by the Contractor must be picked up and placed into the Contractor's collection vehicle or container for reloading back into the Contractor's truck.

3.9 Excessively Contaminated SSO

If a SSO container has excessive contamination such as to prevent collection, the Contractor shall immediately notify the Contract Manager and Facility Contact (Building Manager) by phone and email with attached photographs. After one business day, the Contractor shall then collect the contaminated Recyclables as MSW.

Failure to alert the Contract Manager within four business hours about contamination that prevents service, or failure to return to the Location to complete service as directed by the County, may result in loss of the ability of the Contractor to charge for all or part of the service event.

3.10 Documentation Requests

Upon request by the County, the Contractor shall provide evidence (such as receipts or other documentation) of delivery of SSO to a SSO Facility.

3.11 Annual Composition Sort of SSO

Annual sorts of samples of SSO are required to measure the percent of contaminants as collected from Recyclables as collected. The County has set a goal for these sorts to measure the percent of contaminants as collected at the 95 percent confidence level. One month prior to the sort operations, the Contractor shall submit a plan, to be approved by the County, for these sorts with all methods including means of selecting random samples, number of samples and list of sort categories.

4 MSW Services

The County requires services to collect, transport, and deliver to the R&E Center all MSW acceptable at the Facility. The Contractor will be required to provide scheduled services, as well as on-call and extra pick-ups as needed.

4.1 MSW to be Delivered to a Designated MSW Facility

The Contractor is required to remove all MSW that is placed in MSW containers. The Contractor must deposit all MSW collected under the Contract to the R&E Center or another resource recovery facility or transfer station as designated by the County.

4.1.1 Written MSW Disclosure

The Contractor shall provide a written disclosure of the final destination of MSW collected under the Contract as required in Minn. Statutes Section 115A.9302. The Contractor shall address the disclosure specifically to the Contract Manager and shall identify the specific destination to which any MSW collected under this Contract will be delivered for final disposition.

4.1.2 Other Documentation

Upon request of the County, the Contractor shall provide truck scale receipts, routing schedules, and any other relevant documentation related to the transportation and disposal of MSW collected from County Locations under the Contract.

4.2 Prohibited Waste Materials

The County agrees not to deposit or permit the deposit for collection of and -the Contractor shall not knowingly pick up or remove from County Locations any infectious waste, Hazardous Waste, Universal Waste, special waste, mattresses, computers and other electronic wastes, fluorescent lamps, or appliances as defined in Minnesota Statutes, Minnesota Solid Waste Rules, or the Ramsey County Solid and Hazardous Waste Management Ordinances. The Contractor is expected to alert the County to the presence of any such observed prohibited materials inside or outside an MSW container and the Contractor should not service such containers until further directed by the County.

4.3 MSW Equipment

The Contractor shall provide Carts, Dumpsters, or Roll-Off Boxes as requested by the County to store MSW. The Contractor may also provide and service compaction and associated equipment for preparation and storage of MSW as requested by the County.

The Contractor shall service any and all Compactor Boxes used for MSW storage at County Locations. Compactor Boxes may be owned by the County, provided by the Contractor or provided by a third party under a separate arrangement with the County.

The County currently owns and uses compactors at the Courthouse, Government Center East Building, and the Law Enforcement Center (LEC). The current contractor owns the compactor boxes at the Ramsey County Care Center (RCCC) and the Union Depot and leases these back to the County. The Contractor shall provide service of Compactor Boxes at those Locations. Compactors may also be installed at other County Locations during the term of the Contract.

4.4 Clean Up of Any Spilled Materials

Any materials that fall outside a MSW container during servicing by the Contractor must be picked up and placed into the Contractor's truck or back into the container for reloading into the truck.

4.5 Compactor Box Washing Service

The Contractor shall provide occasional off-site washing services for Compactor Boxes as requested, at the price provided for the Compactor Box Washing Fee in the Compactor Box Fee Schedule (Form H.5). This price shall not be adjusted during the term of the Contract. It is anticipated that services will be requested one to two times per year for each compactor box.

5 Contractor – Provided Equipment

The Contractor shall furnish all Carts, Dumpsters, and Roll-Off Boxes as requested by the County. The Contractor may also provide compactors and Compactor Boxes for storage of waste materials as requested by the County.

5.1 Type and Size of Carts, Dumpsters, and Roll-Off Boxes

The Contractor shall provide the number and size of Carts, Dumpsters, and Roll-Off Boxes as specified in Form I. These service levels and types of containers are subject to change at any time; The Contractor shall have seven calendar days to make the required changes. Upon approval by the County, the Contractor may provide an equivalent volume of service using Carts instead of Dumpsters, or vice-versa.

The Contractor may not make any changes in the Carts or Dumpsters used without the consent of the Contract Manager. At some Locations, a specific type or design of Dumpster will be required due to site design, safety requirements, or other needs (e.g., poly or metal Dumpster, slant-top Dumpster, Dumpster with low opening, counter-balanced lid, etc.)

5.2 Labeling

All Carts, Containers, and Roll-Off Containers provided by the Contractor must at all times be labeled to clearly communicate what materials may be placed in the specific type of container: Recyclables, SSO, or MSW. All labeling must comply with County program requirements and be pre-approved by the County.

Additional labeling communicating prohibited materials must also adhere to the Carts, Dumpsters, and Roll-Off Boxes as mutually agreed upon by the Contractor and the County. All Dumpsters and Roll-Off Boxes must be labeled to display volume size and Dumpster identification (ID) number. All labeling must be maintained in good condition and updated as needed. The costs for any replacement or updated container size and Dumpster ID number labels shall be borne by the Contractor.

The County shall place additional, County-produced, material – specific labels on containers to establish consistency in labeling with the County’s Recyclables and SSO labeling system used for containers inside of the buildings for County staff. County-provided labels will provide consistency and continuity of program messaging, branding and identity for cleaning staff and others collecting materials in County facilities. The costs for any replacement or updated County-produced Recyclables or SSO labels shall be borne by the County. (See Attachment C, County-Produced Recyclables and SSO Labels for examples of County – produced labels.)

5.3 Custom Carts and Dumpsters for Parks & Recreation Locations

The Ramsey County Department of Parks & Recreation requires Dumpsters placed in County park Locations to be esthetically harmonious with of the natural environment of the park system. All Dumpsters shall be of a neutral or Earth tones from a palette of green, grey, black or brown. Brightly colored containers shall not be allowed (e.g., red, yellow, etc.). The Contractor shall work with the Department to identify a color acceptable to the Department, and shall provide Dumpsters of the approved color for all park Locations. If multiple Dumpsters are located at a park Location, all Dumpsters of the same waste type shall be the same color.

All Dumpsters in parks Locations must be lidded, top-load Dumpsters. No Dumpsters with sliding access doors may be provided. All Dumpsters must be lockable. The Contractor shall provide the Department with a 2121 model lock and two (2) keys for each Dumpster, plus up to twelve (12) locks and pairs of keys as needed for replacement.

5.4 Delivery and Retrieval

Except in cases of supplying Carts or Dumpsters for special, temporary events, the Contractor shall not assess an additional charge for delivery or removal of containers including seasonal suspensions of service. The Contractor may, if agreeable to both parties and at no additional cost to the County, allow a Cart or Dumpster to remain on-site during a period in which service has been suspended.

5.5 Container Maintenance, Replacement

The Contractor shall, at no additional cost to the County, maintain all Contractor owned containers in good working order and provide all maintenance and cleaning as necessary, including graffiti and odor abatement. The Contractor shall also maintain any other equipment provided by the Contractor, such as compaction equipment. The County will be responsible for maintaining containers owned by the County.

5.6 Cart and Dumpster Requirements

As a general rule, Dumpsters of one (1) cubic yard to four (4) cubic yards in size should have two (2) fixed wheels and two (2) swivel wheels unless no wheels are requested by the County. Final dumpster specifications on such details (wheels, etc.) shall be negotiated in good faith between the Account Manager and the Contract Manager.

All lids and wheels on all Carts and Dumpsters must be fully functional. All Dumpsters and Roll-Off Boxes must have drain plugs in place at all times to prevent leakage. The Contractor shall provide lockable Dumpsters at Locations as requested by the County.

A temporary tarp or other covering to prevent unauthorized access and to contain material during transport must be provided with each Roll-Off Boxes unless otherwise consented to by the County.

The County will make efforts to prevent against theft of Carts or Dumpsters. The County is responsible for the cost of any Carts or Dumpsters lost to theft.

5.7 Roll-Off Boxes

The Contractor is required to provide Roll-Off Boxes at all requested sites within two business days of notification. The Contractor will be required to offer 10, 20, and 30 cubic yard Roll-Off Boxes. 40 cubic yard Roll-Off boxes may be requested by the County but are not anticipated. The Contractor will be required to provide the specific container size selected by the County for each service request. At the time the service request is made, County staff will inform the Contractor of the materials to be placed in the container (e.g., MSW or Large-Quantity, Single-Material Recyclables). The Contractor shall verify the appropriate type of waste material is in the Roll-Off Box per County orders, and, if not, notify the Contract Manager immediately.

The Contractor will be required to remove and manage all non-hazardous material that is placed in the Roll-Off Box, including those items not accepted at the R&E Center, at a recycling facility, or the SSO facility, and shall manage the materials as directed by the Contract Manager. The Contractor shall alert the Contract Manager immediately should Hazardous Waste or prohibited waste materials as described in section 4.2 ("Prohibited Materials"), are present in the container and consult with the County on how to respond, however, the County shall remain responsible for all Hazardous Waste or Prohibited Material and the costs for Contractor's handling of such Hazardous Waste and/or Prohibited Materials, if requested by the County.

5.8 Additional Contractor-Provided Equipment

The Contractor may be requested to provide additional types of waste handling and storage equipment to improve operations at County Locations. The specific types of equipment to be provided, how the equipment is to be provided, and the financial terms of providing it (such as rental terms) will be established by a written amendment to the Contract. Examples of such equipment include, but are not

limited to, compaction units, Compactor Boxes, balers, electronic container/compactor box monitoring systems, Cart lifters/dumpers, and odor control equipment. The equipment may be provided directly by the Contractor or, with approval by the County, by a third party via a subcontract relationship with the Contractor.

5.9 Equipment Repairs or Replacement

Defective, damaged, or missing Carts, Dumpsters, Roll-Off Boxes, Compactor Boxes, Compactor units or other equipment must be repaired or replaced within seven calendar days of a request from the County.

6 County-provided Equipment

The County reserves the right to install County – purchased, leased, or rented compaction equipment, including Compactor Boxes, instead of or in addition to Carts, Dumpsters, or Roll-Off Boxes, at any Location.

7 Service Schedules

Service frequency and container size are detailed in Form I. These service levels are subject to change by the County at any time. The Contractor shall have seven calendar days to implement such change orders unless an extension is agreed to by the County. The Contractor will provide service on specific days of the week at certain Locations as required by the County and otherwise on days of the week as proposed by the Contractor and approved by the County.

8 Extra and Overflow Materials

8.1 Bulky Items

The management of any bulky items that are not appropriate to place in a Cart, Dumpster, Compactor Box, or Roll-Off Box shall be addressed on a case-by-case basis. The Contract Manager or Facility Contact is responsible for contacting the Account Manager to arrange for special collection of such items. The Contractor shall notify the Contract Manager within four business hours if such items are encountered by the Contractor's drivers.

8.2 Materials Left Outside of the Container

If any bags of materials or loose materials are sitting outside a Cart, Dumpster or Roll-Off Box, the Contractor shall take a digital photograph of the container and the overflow materials, with sufficient background to identify the Location. The Contractor shall empty the full container, pick up any materials left outside the container, place them into the emptied Cart or Dumpster, and dump the Cart or Dumpster again.

If the amount and/or type of materials outside a container is considered too bulky to be handled by the Contractor's regular truck and driver, the Contractor shall service the container, leave the bulky material, and immediately contact the Contract Manager and relevant Facility Contact.

8.3 Persistent Overflow Materials

If a Location consistently generates volumes above the capacity of the Carts or Dumpsters provided, or has consistent overflow amounts, the Contractor shall notify the Contract Manager to discuss appropriate service level changes. The Contractor shall provide such notification after the third instance of overflow volumes within a month.

9 As-Filled; On-Call; Extra Pick-up; and Special, Temporary Event Services

9.1 As-Filled Service

The Contractor shall conduct “as-filled” Cart and Dumpster service at Locations designated by the County with significant fluctuations in the generation of materials. This is also known as “ticketed” service. The Contractor shall provide a reasonable number of Carts and/or Dumpsters as required by the County at the Locations to accommodate estimated peak volume needs. “As-filled” servicing requires emptying only those Carts or Dumpsters that are set out by the County for service on a scheduled service day. Charges will be imposed only for those Carts or Dumpsters that are serviced.

9.2 On-call or Extra Pick-up Services

From time to time, the County will require servicing of containers on days other than regularly scheduled service days. The Contractor shall provide on-call service or extra pick-ups as requested by the County. The Contractor shall provide service on the same day of the request for requests made before 8:00 a.m. on Monday through Friday. For requests made after 8:00 a.m. on a business day, the Contractor shall make best efforts to provide service on the same day but no later than 12:00 p.m. the next business day.

Exceptions to the “business day” limitation are for on-call services planned for special, temporary events, such as the Ramsey County Fair, for which Sunday or holiday on-call pick-ups may be arranged as part of the event planning. The Contractor shall provide an after-hours phone number to call for service requests made outside the Contractor’s normal hours of operation.

9.3 Special, Temporary Events

From time to time, the County may require temporary services at County locations for special events that typically last between one and seven calendar days. The Contractor may be required to work with event planners and other partners who are not County staff to assure all services are planned and delivered in a manner the best meets the needs of the event.

The Contractor shall provide Carts, Dumpsters, or Roll-Off Boxes as requested for as requested for such events. The Ramsey County Fair, typically held the second week of July, is an example of a special, temporary event. The Union Depot and Parks & Recreation Locations are also likely to require unique services for special, temporary events. Special, temporary events requiring services may also occur at other locations as identified by the County.

10 Summer Holidays

The Contractor shall respond to requests for on-call or extra pick-ups at Parks & Recreation Location sites on the day observed for summer holidays including Memorial Day, Independence Day, and Labor Day holidays, and on the day following, as determined by the Facility Contact for these Locations.

11 Service Changes

11.1 Additional Locations

The County may require regularly scheduled or on-call services at additional Locations that cannot be anticipated at this time. The County may elect to add these Locations to the list of Locations serviced under the Contract. The County expects to request residential Cart-style MSW service at a limited number of residential properties managed by the Department of Property Records & Revenue, Tax Forfeited Lands program. The County is responsible for providing services at these properties that remain occupied while the tax-forfeited status of the properties is being resolved. The number and addresses of the tax-forfeited properties is unknown at this time. The Contractor shall be prepared to provide Roll-Off Box Services where requested on an as-needed or temporary basis.

11.2 Changes in Service

The Contractor shall be required to adjust service levels as requested by the County based on changes in operations, changes in volumes, or other conditions determined by the County. As requested in writing

(including via email) by the County, the Contractor shall change the frequency of pick-ups; the scheduled service days; the service design (regularly scheduled service, as-filled service, on-call service); and/or the size, types, and/or number of containers. The Contractor shall not make any changes to service frequency, date of service, service design, or equipment without the written permission (including email) of the Contract Manager. The Contractor shall be required to make requested service or equipment changes within seven calendar days of issuance of a request from the County to do so unless a later date is permitted in writing by the County.

11.3 Suspension of Service

The County may require temporary suspension of services. Said suspensions do not include planned seasonal suspensions of services, such as at certain Parks & Recreation facilities or the Yard Waste sites. Upon notice from the County, the Contractor shall remove all containers from such Locations within seven calendar days. Alternatively, the Contractor and County may mutually agree to allow any or all containers to remain at the Location during any or all of the suspension period. In which case the containers shall be locked or otherwise secured to prevent accumulation of waste during the suspension period.

As requested by the County, the Contractor shall place in service the necessary containers within seven calendar days of a request to restart service.

11.4 Cessation of Service

The County may require permanent cessation of services at Locations. The Contractor shall remove specified containers from such Locations within seven calendar days of the last date of service specified by the County.

12 Service Issues

12.1 Blocked Access

The Contractor shall retain the name and phone number of each Facility Contact, and any designees. The Contractor's drivers shall have any keys, key cards, or other devices or equipment necessary to access restricted areas or locked Dumpsters. The County will make best efforts to provide the Contractor with adequate and timely access to service containers in the execution of the Contractor's responsibilities. The County will take all reasonable measures to assure containers are not blocked by vehicles or material that prevent the Contractor from servicing them.

If the Contractor discovers access is blocked or otherwise hindered, the Contractor shall immediately contact the Facility Contact or its designee to resolve the issue. The Contractor shall return within one business day to complete service.

12.2 Missed Pick-Ups

The Contractor shall notify the appropriate Facility Contact and the Contract Manager as soon as possible on the day a stop is missed or will be missed. The Contractor and the Facility Contact, its designee, or the Contract Manager shall agree to a date and approximate time by which the Contractor will return to complete service. The Contractor shall be required to return to a Location where service was not provided as scheduled, regardless of cause, at no additional cost to the County. The Contractor must return to the Location and perform the service required on the same day when the County notifies the Contractor of a missed pick-up before 12:00 p.m. When notified after 12:00 p.m. of a missed pick-up, the Contractor shall return to the Location within one working day.

“Working Day” is Monday through Saturday except for nationally observed holidays on which the Contractor does not conduct commercial account pick-ups. Exceptions to the “working day” limitation are for on-call services planned for special, temporary events, such as the Ramsey County Fair, for which Sunday or holiday on-call pick-ups may be arranged as part of the event planning.

13 Damage to Person or Property

The Contractor shall exercise caution at all times to protect persons and property. The Contractor shall immediately notify the Contract Manager of any accident, collisions, or mishap of any kind involving persons or public or private property during the performance of the Contract.

14 Increasing Diversion, Monitoring and Improving Services, Right-Sizing Services

The Contractor shall monitor service levels and recommend changes to "right-size" service levels to match the need in pursuit of increasing diversion, reducing MSW volumes, and providing the most cost-effective level of service for each Location. The Contractor will observe the utilization of the capacity of the Carts, Dumpsters, Roll-Off Boxes, and Compactor Boxes and provide feedback to the Contract Manager on under-utilization or overflowing situations.

The Contractor shall, upon notice by the County, increase or decrease service frequency, provide larger or smaller Carts or Dumpsters, or both, at any Location and at any time during the term of the Contract. The Contractor shall have seven calendar days from the date of County notice to implement the change order.

The Account Manager and, as appropriate, other Contractor representatives, shall meet with the Contract Manager and/or a consultant representing the County on an as-needed basis. The Contractor shall discuss the evaluation of collection operations and cost-effectiveness of the current Recyclables, SSO and MSW management systems, identifying opportunities to "right-size" service levels, and identifying opportunities to improve service delivery. The Contractor shall also discuss the challenges and opportunities in servicing specific Locations, communication concerns, and other information that affects decisions about service levels and service delivery.

15 Monthly and Annual Reports

Upon commencement of services, the Contractor shall immediately begin tracking and maintaining information for monthly and annual summary reports to the County. The Contractor shall provide the Contract Manager with monthly reports that include the information detailed in this section. Annual reports by waste material type (not by Location) shall summarize the total service levels, volumes, and estimated weights.

Monthly reports must be submitted electronically no later than 15 days after the end of each month. Annual reports must be submitted electronically no later than 30 days after the end of each calendar year. Late or incomplete reports will be grounds for withholding payment of invoices issued by the Contractor and may result in Liquidated Damages. Payment will be released after submission of complete reports to the satisfaction of the County.

All reports and related data submitted to the County become the property of the County.

An Excel file shall be submitted as the monthly report to accompany each monthly invoice. The Monthly report shall include:

- a. **Recyclables Quantities, By Location and Totals** including quantity of Recyclables removed from each Location and the total for all Locations by cubic yard volume. The grand total weight shall be estimated using the Contract assumption of 75 pounds per cubic yard of Recyclables service capacity provided. For each Location, the monthly reports must detail the actual Recyclables service level provided and any changes made to the service level during the month. The annual report must summarize the grand total of actual Recyclables service capacity provided to all Locations and estimated grand total weight of Recyclables.
- b. **SSO Quantities, by Location and Totals** including quantity of SSO removed from each Location and the total for all Locations by cubic yard volume. The grand total weight shall be estimated

using the Contract assumption of 221 pounds per cubic yard of SSO service capacity provided. For each Location, the monthly reports must detail the actual SSO service level provided and any changes made to the service level during the month. The annual report must summarize the grand total of actual SSO service capacity provided to all Locations and estimated grand total weight of SSO.

- c. **MSW Quantities, By Location and Totals for Carts and Dumpsters** including quantity of MSW removed from each Location and the total for all Locations by cubic yard volume. The grand total weight using the Contract assumption of 92 pounds per cubic yard for MSW service capacity provided. For each Location, the monthly reports must detail the actual MSW service level provided and any changes made to the service level during the month. The annual report must summarize the grand total of actual MSW service capacity provided to all Locations and the estimated grand weight of MSW collected.
- d. **Quantities, By Location and Totals for Roll-Off Boxes** including quantity removed from each Location and the total for all Roll-Off Box Locations by material type, number of Roll-Off Boxes (by size) and by tons. For each Location, the monthly reports must detail the actual service level provided by material type and any changes made to the service level during the month. The annual report must summarize the grand total of actual service capacity provided to all Locations and the estimated grand weight collected by material.
- e. **Quantities, By Location and Totals for Compactor Boxes** including quantity removed from each Location and the total for all Compactor Box Locations by material type, number of Compactor Boxes (by size) and by tons. For each Location, the monthly reports must detail the actual service level provided by material type and any changes made to the service level during the month. The annual report must summarize the grand total of actual service capacity provided to all Locations and the estimated grand weight collected by material.
- f. **Facility Specific and Total Billing Information** – The monthly reports must state by Location the monthly total of charges for each waste material type as invoiced to the County, and a monthly grand total for each service all for all Locations. The annual reports must summarize the total charges for each Location by waste material type.
- g. **Notice of Use of Any Alternate Recycling or Disposal Facility** – In the monthly and annual reports the Contractor shall include a summary of any alternate facility used for Recyclables, SSO or MSW. Any such use of an alternate facility must be prior-approved in writing by the County and, therefore, the monthly and annual reports shall reference such approval as part of the summary.

16 Contacts

16.1 Account Manager

The Contractor shall designate one person as Account Manager to serve as the authorized representative of the Contractor, including its subcontractors if any. The Account Manager shall be readily accessible during normal business hours. The Account Manager shall serve as the liaison to the Contract Manager and the Facility Contacts.

The Account Manager will provide overall contract management duties, including but not limited to assisting the County in achieving Recycling and MSW management goals, meeting reporting requirements, responding to service needs and any adjustments required by the County, assuring timely and accurate invoicing, resolving service and billing issues, and all other issues and needs that may arise.

The Account Manager may designate additional representatives of the Contractor to work with the Contract Manager and Facility Contacts to achieve Recycling and MSW management goals and deliver services. The Account Manager, as the authorized representative of the Contractor, retains all responsibility to assure the Contract performance meets with the County's satisfaction at all times. The Contractor shall inform the Contract Manager, in writing and in a timely fashion, of any change in the designated Account Manager or designees.

16.2 Contract Manager

The County shall designate a Contract Manager to provide overall contract management. The Contract Manager will be the primary liaison to the Account Manager on initial service arrangements, requests for adjustments to service levels, invoicing, resolution of complaints and service concerns, reporting requirements, and other aspects of the contractual relationship. The County may designate a consultant or other contractor to carry out certain management responsibilities.

16.3 Facility Contacts

The County shall designate a Facility Contact (also referred to as Building Managers) for each Location or a group of Locations. The County shall provide the Contractor with a contact list containing Facility Contact names, emails and phone numbers. The Contractor's drivers shall be provided the list by the Account Manager. The Contractor shall regard the Facility Contact as the primary point of contact for requests for on-call or extra-pick-ups, for addressing service issues such as missed pick-ups and blocked access, and other day-to-day service needs and decisions to be made at the Location.

17 Compliance with All Laws and Regulations

17.1 Licenses

The Contractor shall submit copies of all current licenses for the collection of MSW, SSO, and recyclables where required by a municipality in which the collection service is to be provided under the Contract. The Contractor shall maintain current licenses as required during the full term of any contract, shall submit copies before the commencement of the Contract and as requested by the County thereafter. Failure to maintain required current licenses may be grounds for termination.

17.2 Disclosure

The Contractor shall submit the MSW disposition disclosure and other documentation describing the delivery locations of Recyclable Materials, SSO and MSW.

18 Subcontracts

The County shall approve any subcontracts prior to execution. The County reserves the right to request and inspect any subcontracting agreement.

19 Non-Exclusivity

19.1 County Right to Secure Additional Services

The Contract shall not restrict the County's right to secure recycling and/or waste services outside the Contract.

19.2 County Right to Service its Own Containers

The County reserves the right to use County equipment at its discretion to supplement on-call and extra pick-up services provided by the Contractor.

20 Duties Upon Termination

Upon delivery of the Notice of Termination, and except as otherwise provided, the Contractor shall:

- a Discontinue provision of services on the date and to the extent specified in the Notice of Termination.
- b Cancel all orders and subcontracts to the extent that they relate to the performance of services canceled by the Notice of Termination.
- c The complete performance of such services shall not be canceled by the Notice of Termination.
- d Return all County property in the Contractor's possession within seven calendar days to the extent that such property relates to the performance of services canceled by the Notice of Termination.
- e Retrieve all property of the Contractor, including the property of any and all subcontractors, from County Locations within seven calendar days of the effective date of termination. Any Recyclables, SSO or MSW present in any containers provided by the Contractor or any subcontractors will be collected and managed according to the terms of the Contract regardless of the date the containers are retrieved by the Contractor or the effective date of termination.
- f Submit, within 30 calendar days of the effective date of termination, final invoices for the performance of services through the effective date of termination, including any credits according to the terms of the Contract.
- g Submit, within 30 calendar days of the effective date of termination, final monthly and annual reports.
- h Payment of the final invoices, plus any other outstanding invoices, is contingent on completion of all termination requirements stated herein to the satisfaction of the County.
- i Maintain all records relating to the performance of the Contract as may be required by the County or State law.

21 Compensation

21.1 Recyclables

The Recyclables Unit Price Fee Schedule (Form H.1) specifies Recyclables Rates at all Locations for which Carts or Dumpsters are provided by the Contractor for the collection and management of Recyclable Materials. These Recyclables Rates include all costs, including any Recyclables MRF processing fees (or net revenues from sale of materials). No other extra charges, fees or other costs may be included in the Recyclables Fees.

The Primary Recyclables Rate will apply to a single Recyclables Cart or Dumpster placed at a Location. The Secondary Recyclables Rate will be the additional unit cost to collect and manage the second or more Recyclables Carts or Dumpsters if multiple Recyclables containers are placed at that same Location. If a mix of sizes of Recyclables Carts or Dumpsters (of the same type of container) is placed at a Location to collect Recyclable materials, the largest of that container type will be considered the primary Recyclables Cart or Dumpster. The Secondary Recyclables Rate shall be priced to exclude trip costs when the same vehicle services multiple Recyclables Carts or Dumpsters at the same Location.

There is no risk/revenue sharing component for a Recyclables processing fee; these processing costs are embedded into Recyclables Rates.

At certain Locations, Recyclables Carts or Dumpsters may be serviced on an "as-filled" basis. The County will establish regularly scheduled Recyclables collection frequency for these Locations. The current Recyclables collection schedule is outlined in Form I. The County will establish a designated number of Recyclables Carts or Dumpsters to be serviced on each service day as the "Primary" or baseline service for that location; the remaining Carts or Dumpsters shall be serviced and invoiced as "Secondary" unit prices

and recorded as filled (i.e., set out for service). The Contractor will record the number of Recyclables Carts or Dumpsters set out for service to assure accurate billing of actual service provided.

21.2 SSO

The SSO Unit Price Fee Schedule (Form H.2) specifies SSO Rates at all Locations for which Carts or Dumpsters are provided by the Contractor for collection and management of SSO. These SSO Fees shall include all costs, including any SSO Facility processing fees (e.g., composting facility tipping fees). No other extra charges, fees or other costs may be included in the SSO Fees.

The Primary SSO Rate will apply to a single SSO Cart or Dumpster placed at a Location. The Secondary SSO Rate will be the additional unit cost to collect and manage the second or more SSO Carts or Dumpsters if multiple SSO containers are placed at that same Location. If a mix of sizes of SSO Carts or Dumpsters (of the same type of container) is placed at a Location to collect SSO materials, the largest of that container type will be considered the primary Recyclables Cart or Dumpster. The Secondary SSO Rate shall exclude trip costs when the same vehicle services multiple SSO Carts or Dumpsters at the same Location.

There is no risk/revenue sharing component for a SSO processing fee; these processing costs are embedded into SSO Rates.

21.3 MSW Cart and Dumpster Services

The MSW Carts and Dumpster Services Fee Schedule (Form H.3) specifies MSW Rates at all Locations for which Carts or Dumpsters are provided by the Contractor for the collection of MSW. MSW Collection Rates are the unit fees in dollars per Cart or Dumpster per pick-up. These MSW Collection Rates exclude MSW Disposal and government taxes / charges.

The Primary MSW Collection Rate applies to a sole MSW Cart or Dumpster placed at a Location. The Secondary MSW Collection Rate will be the additional cost to collect the second or more MSW Carts or Dumpsters (of the same type of container) if multiple containers of that type are placed at that same Location. If a mix of sizes of MSW Carts or Dumpsters is placed at a Location to collect MSW, the largest of the MSW container of that type shall be considered the MSW Primary Cart or Dumpster. The Secondary MSW Collection Rate shall exclude trip costs when the same vehicle services multiple MSW Carts or Dumpsters at the same Location.

The MSW Disposal Rates specify the MSW tipping fee costs in the same units of dollars per Cart or Dumpster per pick-up exclusive of the MSW Collection Rate, taxes, fees, or other allowed pass-through costs.

The monthly invoices shall itemize the added taxes and allowed pass through charges as separate line item costs.

At certain Locations, MSW Carts or Dumpsters may be serviced on an “as-filled” basis. The County will establish regularly scheduled MSW collection frequency for these Locations. The current MSW collection schedule is outlined in Form I. The County will establish a designated number of MSW Carts or Dumpsters to be serviced on each service day as the “Primary” or baseline service for that location; the remaining Carts or Dumpsters shall be serviced and invoiced as “Secondary” unit prices and recorded as filled (i.e., set out for service). The Contractor will record the number of MSW Carts or Dumpsters set out for service to assure accurate billing of actual service provided.

21.4 Roll-Off Boxes

The Roll-Off Box Fee Schedule (Form H.4) specifies the Roll-Off Box Collection Rates in dollars per Roll-Off per pick-up. A material-specific Roll-Off Collection Rate shall be specified for Recyclables, SSO and MSW. These Roll-Off Box Collection Rates are exclusive of any disposal Tipping Fees, processing fees, revenue share, taxes, fees, or other allowed pass-through costs.

Each Roll-Off load shall contain straight loads of Contract material only; Non-Contract material is prohibited from being commingled into the load. The Contractor shall scale the full Roll-Off Box at the appropriate disposal or processing facility and obtain a scale ticket (or suitable alternative electronic record) that displays the truck gross and tare weights, the calculated net weight of the material, and Tipping Fee charge.

Disposal Tipping Fees, processing fees, government taxes and other allowable charges are pass-through costs and must be billed in the monthly invoice as separate line items without markup. Municipal permit fees for temporary placement of a Roll-Off Box on the public right-of-way are allowable pass-through government charges.

21.5 Compactor Box Services

The Box Fee Schedule (Form H.5) specifies the Compactor Box Collection Rates in dollars per Compactor per pick-up. The Compactor Box Rate includes costs for the Contractor to remove a Compactor Box from a compaction unit, deliver to and unload at the appropriate facility, and reattach the empty Box to the compaction unit.

At the time of execution of this Contract, only MSW is collected in Compactor Boxes. However, in the future, other materials may be collected in Compactor Boxes.

These Compactor Box Collection Rates are exclusive of any disposal Tipping Fees, processing fees, revenue share, taxes, fees, or other allowed pass-through costs.

The Contractor shall scale the full Compactor Box at the appropriate disposal or processing facility and obtain a scale ticket (or suitable alternative electronic record) that displays the truck gross and tare weights, the calculated net weight of the material, and Tipping Fee charge. Disposal Tipping Fees, processing fees, government taxes and other allowable charges are pass-through costs and must be billed in the monthly invoice as separate line items without markup.

When the County requests a Compactor Box to be washed, the Compactor Box washing fee specified in Form H.5 shall be shown as a separate line item on the appropriate monthly invoice.

21.6 Bulky Items

The Bulky Item Fee Schedule (Form H.6) specifies the per-item charges that the Contractor shall use to invoice for the collection and management of bulky items.

A more specific list of items may be used to supplement the Bulky Item Fee Schedule in Form H.6. Any such supplement shall be reduced to writing and executed as an amendment to this Contract.

If a special bulky item is not listed in Form H.6, the Contractor must receive prior County approval for the removal of the special bulky item, including a specific agreed-upon unit price. The County reserves the right to refuse to pay for the pickup of a bulky item if prior County approval was not provided.

21.7 Special Temporary Events

The fee schedule in Form H.7 shall be used for rates to deliver or retrieve a cart or dumpster for special temporary events. Examples include the Ramsey County Fair, community festivals, and other such special events.

The delivery and retrieval fee shall only apply to special temporary events that are pre-authorized by the County and may not be applied for any other purpose. Examples of services excluded from this special temporary event delivery/retrieval fee include (but are not limited to):

- ◆ Delivery of equipment to or retrieval of equipment from a Location receiving service on a seasonal basis (e.g. parks or yard waste collection sites).
- ◆ Delivery or retrieval of equipment provided for regularly scheduled service at a Location.
- ◆ Delivery or retrieval of Roll-off Boxes or Compactor Boxes.
- ◆ Retrieval due to suspension or cessation of regular service at a Location.

This delivery/retrieval fee is a one-way trip fee and is not applied on a per cart or container basis.

21.8 Credit for Cancelled Collections

From time to time, collection service may be canceled by the County in advance. For example, Carts inside a building that is not accessible for pick-up on a County holiday. When a scheduled pick-up is canceled with at least two business days of advance notice by the County, the Contractor shall issue a credit on the invoice of the appropriate fees.

21.9 On-call or Extra Pick-up Services

On-call containers are only serviced when the Contractor is notified by the County that they need to be emptied. Charges are only applied when the pick-up occurs on the container. The Contractor shall bill on-call or extra pick-ups based on the on-call per pick-up rate established in the respective Fee Schedule.

21.10 As-Filled Service

As-filed (also known as “ticketed”) service means the number of Carts or Dumpsters at a certain location that will be charged in the monthly invoice depending on how many filled containers are set out by the County to be serviced. For example, if no Carts or Dumpsters are set out, the County will only be charged the Primary monthly charge for servicing the location and not on any additional Secondary Carts or Dumpsters that were not set out.

21.11 Return Visits Due to Blocked Access

In the event that a container is inaccessible or non-deliverable at the time the Contractor arrives to service, deliver, or remove it, the Contractor may impose a charge at the appropriate rate (Form H) for a return visit only if the Contractor needs to make a special trip.

21.12 Contaminated Loads

If the Contractor is unable to service a container due to unacceptable contamination, and the Contractor is directed by the Contract Manager to return to the Location to service the container, the Contractor may bill for both the initial service visit and the return service using the appropriate on-call collection rate.

21.13 Cart/Dumpster Delivery and Retrieval Fee

The Contractor may charge for delivery and/or removal of Carts or Dumpsters only when provided for special temporary events. The delivery or retrieval fee is applied on a one-way, per-trip basis, not a per-Cart or per-Dumpster basis. The charge for each one-way trip shall be the price in the Cart/Dumpster Delivery/Retrieval Fee Schedule for Special Temporary Events (Form H.7).

The delivery and retrieval fee shall only apply to special temporary events and may not be applied for any other purpose. Examples of services excluded from this special temporary event delivery/retrieval fee include (but are not limited to):

- ◆ Delivery of equipment to or retrieval of equipment from a Location receiving service on a seasonal basis (e.g. parks or yard waste collection sites).
- ◆ Delivery or retrieval of equipment provided for regularly scheduled service at a Location.

- ◆ Delivery or retrieval of Roll-off Boxes or Compactor Boxes.
- ◆ Retrieval due to suspension or cessation of regular service at a Location.

21.14 Suspension or Cessation of Service

The Contractor shall bill only for the actual number of collections up to the last date of service requested by the County. In the case of temporary suspension of service, the Contractor shall bill only for the actual number of collections after the restart date and/or before the stop date. The Contractor shall not bill on a daily, prorated basis relative to regular monthly charges.

21.15 Government-imposed Taxes, Fees, or Charges

The Contractor shall bill separately for government-imposed fees, charges, or taxes such as the Solid Waste Management Tax (SWMT) imposed by the State of Minnesota, the County Environmental Charge (CEC) imposed by Ramsey County, and/or municipally-imposed right-of-way use permit fees.

County House Calls properties and tax forfeit properties (managed by the Department of Property Records & Revenue) shall be charged the residential CEC rate. All other Locations shall be charged the commercial CEC rate.

The Contract Manager must approve in writing prior to imposition of any other government taxes, fees, or charges

21.16 Pricing Adjustments

Only the following pricing components may be adjusted during the term of the Contract:

- a The Disposal Rate portion of the per-pickup prices in the MSW Services Fee Schedule (Form H.3) based on the change in the MSW tipping fee at the R&E Center per the “MSW Tipping Fee Changes” Section below
- b The Annual Fuel Price Adjustment.
- c The Annual CPI Adjustment.
- d Changes in Government-imposed taxes, fees, or charges directly impacting the rates charged for this Contract. Indirect changes in Recycling or SSO market conditions or other government policies may not be approved by the County.
- e Pricing for alternative or supplemental services that may be incorporated into the Contract by amendment, if the amendment specifically allows for pricing changes.

The Contractor must notify the Contract Manager of any changes in taxes, fees, or charges required by a government entity. The Contractor shall describe the new rate or amount to be applied, or the nature and amount of the additional tax, fee, or charge, and the date on which the change is effective. No changes in taxes, fees, or charges may be invoiced to the County without the County’s prior written approval.

The County may require adjustments downward in rates if directly impacted by changes in prices, fees, charges, or taxes. For example, if MSW tipping fees at the R&E Center are reduced, the corresponding MSW Disposal Rates shall be reduced proportionally.

The Contractor may not adjust upward any prices, fees, charges, or taxes without submitting a request to the Contract Manager and receiving prior written approval from the Contract Manager of any increases. The County will not pay any increases that have not been agreed to in writing. The County has sole discretion to approve or disapprove any request based on the supporting documentation submitted by the Contractor and as allowed by the Contract.

All requests for changes must be provided at least 30 calendar days before the change is requested to take effect. All requests shall be sent to the Contract Manager and shall include the:

- a Type of change that is requested;
- b The basis for the request;
- c The impact on any and all rates; and
- d Estimated total annual cost impact.

21.16.1 MSW Tipping Fee Changes

The MSW Disposal Rates in the Form H.3 will be adjusted, up or down, annually to reflect changes in actual MSW tipping fees. The actual 2021 tipping fee at the R&E Center will be defined as the benchmark year MSW disposal price. The Contractor's MSW Disposal Rates will be adjusted proportionally each year based on the change in actual tipping fees compared to the 2021 benchmark year tipping fees. The Contractor shall submit a MSW tipping fee change request, including calculations, as soon as the new MSW tipping fees for the next year are known, but no later than November each year.

21.16.2 Annual Fuel Price Adjustment

Each year the Recycling Rates (Form H.1 – Recycling Fee Schedule), SSO Rates (Form H.2 – SSO Fee Schedule), and MSW Collection Rates (Form H.3 – MSW Fee Schedule for the collection portion only) may be adjusted for changes in fuel costs if there is a significant change in diesel fuel prices. The above referenced unit prices in the Contract should be based on an assumed benchmark diesel fuel cost of \$2.33 per gallon for the first Contract year (January through December 2021).

The above referenced Contract prices may be adjusted once each year. The first Contract year prices shall be adjusted downward or upward, as follows, to account for the actual diesel fuel cost that existed the prior year.

- ◆ If the average of the prior year of diesel fuel prices was below the \$2.33 per gallon benchmark, the next year's prices shall be adjusted downward by 0.2 percent (0.2%) for every five cents (\$0.05) per gallon that the average annual diesel fuel price was below \$2.33 per gallon.
- ◆ If the average of the prior year of diesel fuel prices was above the \$2.33 per gallon benchmark, next year's prices shall be adjusted upward by 0.2 percent (0.2%) for every five cents (\$0.05) per gallon that the average annual diesel fuel price was above \$2.33 per gallon.

Any annual fuel cost adjustments as described above will yield the "adjusted amount" that Contractor will invoice County beginning January of each subsequent Contract year. The Contractor shall send an email to the County's Contract Manager showing the calculations made to obtain the proposed adjusted amounts by November 1 each year.

The diesel fuel price adjustment shall be obtained from the website of the U.S. Energy Information Agency (EIA) (<https://www.eia.gov/petroleum/gasdiesel>) for U.S. On-Highway Diesel Fuel Prices, Midwest (PADD2): "Diesel – On highway, all types: Ultra Low Sulfur (15 ppm and Under)".

21.16.3 Annual CPI Adjustment

For the first Contract year (January through December, 2021) the Contractor shall be compensated based on the Fee Schedules in Contract Forms H.1 through H.7.

Thereafter, the annual prices (excluding the MSW Disposal Rate shown in Form H.3) shall be adjusted three percent (3.0%), or proportionally based on the Midwest Consumer Price Index for all Urban Customers for the Midwest Region – All items less energy (<https://www.bls.gov/regions/midwest/cpi-summary/ro5xg01a.htm>) for the annual average percent change over the past year, whichever is less.

The Contractor shall send an email to the County's Contract Manager showing the calculations made to obtain the proposed adjusted amounts by November 1 each year.

21.17 No Other Surcharges or Fees Allowed

No other surcharges, fees, or charges of any kind may be billed to the County. For example, no "Contaminant dig-out fees" or "Excess time charges" shall be allowed.

21.18 Service Level Changes

The Contractor shall adjust the monthly cost to be invoiced based on actual service provided. The County may change service frequency, Cart or Dumpster size, or the number of Carts or Dumpsters with seven calendar notice to the Contractor. The Fee Schedules (Forms H.1 through H.7) shall be used to determine the change in unit fee price. The Contractor shall not charge a daily pro-rated amount without the express approval of the County.

22 Invoicing

22.1 Monthly Invoicing

The Contractor shall submit monthly invoices to the Contract Manager along with a monthly report in Excel format summarizing the services provided during the month and compensation due for those services. The invoice shall document and deduct from the amount due to any credits due to the County.

22.2 Invoice Construction

Unless otherwise requested by the County, the Contractor shall present a single invoice in the electronic form to the Contract Manager every month for services provided to all Locations and compensation due for those services. The monthly report in Excel will be organized such that charges for each Location or group of Locations, as directed by the County, can be broken out and saved electronically in separate documents. The invoice shall:

- ◆ Detail and describe all services
- ◆ State the service period in which each service was provided
- ◆ Indicate any service level changes implemented within the service month
- ◆ Separately itemize all Contract unit price rates and other charges, credits, fees, and taxes

At a minimum, the invoice must state:

- ◆ Name of each service Location
- ◆ Unique identification number or account code for each service Location.
- ◆ Service month or other service period being billed
- ◆ Description for each billed or credited amount, including but not limited to:
 - Description of the type of service provided (e.g., Recyclables, SSO, MSW, Compactor Box, Roll-Off Box, etc.)
 - Date(s) of service
 - Size of each container serviced
 - Service frequency, separately noting on-call, extra pick-up, or "as-filled" service as may pertain
 - Any service level changes within the service period and split amounts being charged
 - Any extra volumes collected and associated charges
 - Any additional charges for managing unacceptable materials placed in Roll-Off Boxes

- Any credits applied, canceled pick-ups, etc.
- Type, unit price or rate, and amount of each government-imposed fee, charge, or tax
- ◆ Total billed amount for each type of waste at each Location
- ◆ Total amount due for each service Location, or group of Locations as directed by the County
- ◆ Total amount due for all Locations by type of waste, with the total SWMT and total CEC, stated separately from total MSW charges.
- ◆ Grand total amount due for all Locations

Disposal costs shall be backed up by a summary of the truck scale net weights by load. The Contractor shall retain all truck scale tickets and shall make them available upon request of the County.

Any invoice that includes charges for excess materials, overflowing Carts or Dumpsters, or bulky items must be accompanied by documentation acceptable to the County of the excess materials, overflowing Carts or Dumpsters, or bulky items, such as digital photographs.

The Contractor shall detail the name(s) and all charges of the final destination of all materials collected.

22.3 Electronic Format of Monthly Reports

The Contractor shall present monthly reports to the County in an electronic format compatible with the software used by the Contract Manager. Monthly reports shall be presented in a Microsoft Excel file or in a format that can readily be imported into Microsoft Excel. Such files are to be locked to disallow editing after receipt but must allow exporting and/or copying and pasting of data by the County for use for its own purposes, such as tracking billings by Location, analyzing costs, and compiling reports. PDF or similar non-editable formatting is not acceptable

If monthly reports cannot be provided in an Excel-compatible format, the Contractor may recommend an alternative electronic format. The Contractor and the County shall agree on the layout and format of the data presented in the monthly report. At a minimum, the Excel-compatible file must include all items detailed in Section VIII.B. Additional information may be included by mutual agreement between the County and the Contractor.

22.4 No Pre-Payment

The County will not pre-pay for service.

22.5 Payment

Payment for services will be made within thirty-five (35) days of receipt of a complete, detailed and accurate invoice, monthly report and other required documentation. No late fees or interest may be charged to the County on invoices that are in the process of being disputed. No interest penalty or late fee shall accrue against the County for any payments withheld due to non-performance of the Contractor. Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

23 Performance Monitoring and Liquidated Damages

23.1 Incident Communications & Escalation Procedures

County and Contractor shall communicate on a regular and as-needed basis related to complaints, accidents, billing errors, and other service incidents. The following general incident escalation procedure provides a general guide for managing such communications as efficiently as possible.

- a. In the event the County determined a complaint can be easily resolved, the County will handle the incident with verbal communications (e.g., phone calls).

- b. In the event the County determines, in its sole discretion, that a complaint or incident is significant, the County will provide notice to the Contractor via an email or other written communication. In that communication, the County will propose a solution and response timeline shall be discussed.
- c. If a problem is not resolved within the proposed timeline, a second email will be used to communicate a new timeline.
- d. If a problem is still not cured within the new timeline of a second email, the County may send a letter indicating a new resolution timeline.
- e. If a problem remains chronic and unresolved, the County may initiate Contract breach procedures to notify the Contractor consistent with the Termination section of the Professional Services Agreement.
- f. Nothing in this section prevents the County from taking all legal or equitable actions available to address failures in performance. The County reserves the right to pursue all remedies available.

Attachment B:

Locations Descriptions and Specific Service Needs

These Locations are anticipated to be served under the Contract. The County reserves the right to change this list of Locations and services levels as needed. (The numbering is an internal County Location identification code; gaps exist due to internal coding changes.)

[1] 402 University Ave. Bldg., 402 University Ave. E., St. Paul

Description:

Also known as the East Metro Behavioral Health Crisis Center, houses a detoxification center and crisis hotline that both operate 24/7, as well as other social service offices and court offices.

Specific service needs:

None

[2] Courthouse/City Hall, 15 W. Kellogg Blvd, St. Paul

Description:

An office tower with 18 stories housing Ramsey County and City of Saint Paul administrative offices, and Second Judicial Court offices and courtrooms.

Specific service needs:

Due to the high-level security, the Contractor's driver must "buzz" the loading dock staff or contact the security officer at a phone number to be provided by the County to gain access. This Location has a County-owned small compacting unit for MSW with a six (6) yard front-load Compactor Box attached that must be removed from the compaction unit, emptied on-site into the Contractor's vehicle, and reattached to the compaction unit.

[3] Extension Service, 2020 White Bear Ave. N., Maplewood

Description:

Offices in a historic barn.

Specific service needs:

None

[4] Family Service Center, 2001 Van Dyke St., Maplewood

Description:

Temporary shelter for families in crisis, housing up to 55 residents. Small commercial kitchen and satellite medical services office on site. Participates in food-to-hogs food waste recycling program. Operated by a non-profit organization under contract with the County.

Specific service needs:

None

[5] Government Center East Building, 160 E. Kellogg Blvd, St. Paul

Description:

A service center for social and job service programs. Dominant use is public service offices and administrative offices for over 1,100 employees. Employee cafeteria with catered-in food service.

Specific service needs:

Recycling Carts and Dumpsters must be serviced only between the hours of 4:00 a.m. and 6:00 a.m., Monday through Friday. This Location has a 42-yard MSW Compactor Box owned by the

County and is serviced on an on-call basis. The Contractor shall remove the Box from the compaction unit, transport it to the R&E Center to be emptied there, and reattach the empty Box to the compaction unit. Approximately twelve (12) service events are anticipated annually. It is estimated that the Compactor Box will require washing four (4) times annually.

[6] Juvenile and Family Justice Center, 25 W. 7th St., St. Paul

Description:

24/7 juvenile detention facility with a commercial kitchen. Administrative offices for juvenile corrections staff and the Second Judicial Courts juvenile and family court functions. Participates in food-to-hogs food waste recycling program.

Specific service needs:

None

[7] Lake Owasso Residence, 210 Owasso Blvd N., Shoreview

Description:

24/7 residential program facility for approximately 64 adults with developmental disabilities. The campus consists of a small administration building and eight houses in which the residents live under the care of attendants. Meals are prepared in each house, rather than in a commercial kitchen. Much of the MSW and Recyclables generated are more typical of a residential home. There are multiple service points on the campus, which is considered one Location for purposes of establishing the cost of service.

Specific service needs:

Service must be provided on a weekday after 6:00 a.m. Recyclables and MSW from each house will be placed in 90-gallon Carts provided by the Contractor and wheeled to the curb along the campus's service road, similar to a residential neighborhood. Only those Carts that require emptying will be placed out for service. The Contractor shall bill on an as-filled basis for these Carts. The administration building's Carts and Dumpsters will be stationed at the back of the building in an enclosure facing the parking lot. There are two (2) MSW Dumpsters on site. One is located at the back of the shop with the other, along with the Recycling Dumpster, is located in the enclosure.

[8] Landmark Center, 75 W. 5th St., St. Paul

Description:

Historic facility with offices, a café, galleries, and spaces rented to the public for meetings and events, including catered events. Participates in food-to-hogs food waste recycling program. Operated by a non-profit organization under contract with Ramsey County.

Specific service needs:

This Location requires a lock and two keys for each of the two Dumpsters (MSW and Source Separated Recyclables). MSW service is required on Monday, Wednesday, and Saturday. Recycling service is required on Tuesday for the Container and Friday for the Container and Carts. All services must be provided prior to 5:00 a.m.

[9] Law Enforcement Center, 425 Grove St., St. Paul

Description:

24/7 adult detention facility, Second Judicial Court courtrooms, and administrative offices, administrative offices for the Ramsey County Sheriff, Emergency Communications Center. Commercial kitchen on-site. Participates in food-to-hogs food waste recycling program.

Specific service needs:

This Location has a 34-yard MSW Compactor Box (cable hook-up) owned by the County and serviced on an on-call basis. The Contractor shall remove the box from the compaction unit, transport it to the R&E Center to be emptied there, and reattach the empty Box to the compaction unit. Approximately twelve (12) service events are anticipated annually. It is estimated that the Compactor Box will require washing twice annually.

Libraries:

[10] Maplewood, 3025 Southlawn Drive, Maplewood

- Dumpsters are located on the south side of the building with easy access.

[11] Mounds View, 2576 County Road 10, Mounds View

- Staff will place carts at the parking lot curb for servicing.

[12] Roseville, 2180 N. Hamline Ave., Roseville

- Dumpsters are stored inside the building. Arrangements for access will need to be coordinated with the facility contact designated for this location.

[13] Shoreview, 4570 N. Victoria St., Shoreview

- Dumpsters will require a lock and (2) keys
- Staff will place carts at the parking lot curb for servicing.

[14] White Bear Lake, 2150 2nd St., White Bear Lake

- Carts will be placed on curb to be serviced.

[15] Medical Examiner's Office, 300 E. University Ave., St. Paul

Description:

Coroner facilities and administrative offices.

Specific service needs:

None

[16] Metro Square, 121 E. 7th Place, St. Paul

Description:

Office building with five (5) floors housing several County and State of Minnesota departments.

Specific service needs:

All Dumpsters are kept inside the building. There is no loading dock. Dumpsters will be placed on the sidewalk on the north side of the building along 7th St. E. on pick-up days. There is no curb cut at the location where Dumpsters are placed. Contractor will need to move Dumpsters from sidewalk to street level for servicing. Contractor will avoid blocking traffic on 7th St. E. and reduce the time traffic is blocked. Contractor will service this location before 8:00 a.m. to reduce impact on traffic. Because of fluctuating volumes of materials and to minimize conflict with sidewalk and street traffic, only those Dumpsters that need to be serviced will be placed on the sidewalk each service day. Contractor will track the number of Dumpsters set out each

service day to assure accurate billing. Contractor will align emptied Dumpsters against the building to minimize blockage of sidewalk.

[17] Parks & Recreation Administration/Shop Building, 2015 N. Van Dyke St., Maplewood

Description:

Administrative offices, equipment garage, and maintenance facility.

Specific service needs:

None

Arenas

Description:

Six arenas operate year-round. Five (5) operate primarily during the winter hockey season, indicated with an asterisk (*).

[18] Aldrich Arena, 1850 White Bear Ave. N., Maplewood

[19] Biff Adams Arena, 743 N. Western, St. Paul

[20] *Gustafson—Phalen Arena, 1320 Walsh St., St. Paul

[21] *Harding Arena, 1496 E. 6th St., St. Paul

[22] Highland—Charles M. Schulz Arena, 800 S. Snelling Ave., St. Paul

[23] *Ken Yackel—West Side Arena, 44 E. Isabel St., St. Paul

[24] *Oscar Johnson Arena, 1039 Decourcy Circle, St. Paul

[25] Pleasant Ave. Arena, 848 Pleasant Ave., St. Paul

[26] Shoreview Arena, 877 W. Highway 96, Shoreview

[27] Vadnais Sports Center, 1490 E. County Rd. E, Vadnais Heights

[28] *White Bear Arena, 2160 Orchard Lane, White Bear Lake

Golf Courses

Description:

Golf courses with clubhouses. Island Lake and Manitou Ridge are operated by for-profit companies under contract with the County. The Keller Golf Course Clubhouse operates a restaurant and banquet facility year-round and has two service points on the property.

Specific service needs:

Seasonal reduction or suspension of services is expected for these locations.

[29] Island Lake Golf Center, 1000 Red Fox Rd., Shoreview

[30] Keller Golf Course, 2166 Maplewood Dr., Maplewood

[31] Manitou Ridge Golf Course, 3200 N. McKnight Rd., White Bear Lake

[32] The Ponds at Battle Creek, 601 S. Century Ave., Maplewood

Parks

Description:

Activities vary among the parks. Most include picnicking activities, some heavily used. A few include beaches, some with concession operations. Some parks are more passive recreation areas.

Specific service needs:

The Contractor is expected to be responsive to department needs for adjusting Dumpsters and Carts used and frequency of service as needs arise. Seasonal adjustments in service frequency are anticipated at most Locations (i.e. most facilities will be on-call during colder months with some exceptions for dog parks, parks administration shop, etc.). The department historically has required on-call services or extra pick-ups once or twice per month during the peak season, on average.

[33] Bald Eagle Regional Park, 5800 Hugo Rd., White Bear Township

[34] Battle Creek Regional Park and Off-Leash Area, Maplewood

- 2357 Lower Afton Rd. parking lot service point, Carts, and containers
- McKnight Rd./Hillsdale Ave. gate service point, Carts only

[35] Battle Creek Regional Park/Waterworks Water Park and Off-Leash Area, Maplewood

- 2350 Upper Afton Rd., parking lot service point, Carts only
- 2401 Upper Afton Rd. Waterworks/Pavilion service point, containers only

[37] Island Lake Park, 3655 N. Victoria St., Shoreview

[40] Keller Regional Park—Rest Stop Park, Hwy 61 & County Rd. B, Maplewood

[41] Round Lake Park, 940 Parkway Dr., Maplewood

[42] Spoon Lake Park, 2395 Keller Parkway, Maplewood

[43] Lake Gervais, 2420 Edgerton St., Little Canada

[44] Lake Josephine Park, 3027 Lexington Ave., Arden Hills

[45] Lake McCarrons Park, 1795 N. Rice St., Roseville

[47] Long Lake Regional Park, 1500 Old Highway 88, New Brighton

[48] Otter Lake Park and Off-Leash Area, 5750 Otter Lake Rd, White Bear Township

[49] Rice Creek Trail and Off-Leash Area, Lexington Ave. N. & County Road J, Shoreview

[50] Snail Lake Park, 4191 Snail Lake Boulevard, Shoreview

[51] Tony Schmidt Regional Park, 3500 Lake Johanna Blvd., Arden Hills

[52] Turtle Lake Park, 4979 Hodgson Rd., Shoreview

[53] Vadnais/Sucker Lakes Regional Park, Vadnais Heights

- 4500 N. Rice St. parking lot service point
- Co. Rd. F parking lot service point, east of Rice St.

[54] White Bear Lake Park, 5050 Lake Ave., White Bear Lake

[55] Woodview Open Space and Off-Leash Area, 481 W. Larpenteur Ave., Roseville

[56] Tamarack Nature Center, 5287 Otter Lake Rd., White Bear Township

Description:

Nature Center building conducts interpretive programs and classes, and hosts day camps, events, and meetings.

Specific service needs:

None

[57] Partners Facility, 1411-1425 Paul Kirkwold Blvd., Arden Hills**Description:**

Multi-tenant campus housing the Ramsey County Public Works administrative offices, garage, and maintenance facility; Ramsey Conservation District administrative offices; Sheriff Patrol Station administrative offices and call center; Mounds View Schools garage and maintenance facility; Arden Hills Public Works garage and maintenance facility; and a Used Oil Drop-off Site open to the public. Five service points are designated on this campus: three outside the Ramsey County Public Works maintenance facility, one outside the Sheriff Patrol Station, and one at the oil drop-off site. No oil or other vehicle fluids are to be collected from the drop-off site, only empty oil containers the public may discard after depositing the oil in a collection tank, and miscellaneous trash. This campus is considered one Location for purposes of establishing the cost of service.

Specific service needs:

This Location must be serviced between 7:00 a.m. and 4:30 p.m., with a preference for mid-morning service to avoid Public Works vehicle traffic. Dumpsters will be placed at five different sites on the Facility campus: at the Sheriff Patrol Station, at three sites around the Public Works Facility, and the Public Works Oil Drop-Off facility. One recycling Dumpster at the Public Works facility will be serviced on an as-filled basis. One MSW Roll-Off Box shall be sited near the Public Works facility on an on-going basis, and will be serviced on-call; Approximately twelve (12) Roll-Off Box service events are anticipated annually.

[58] Plato Building, 90 W. Plato Blvd., St. Paul**Description:**

Administrative offices and public service offices.

Specific service needs:

None

[59] Property Records & Revenue, Tax Forfeited Lands, 572 Maryland Ave., St. Paul**Description:**

Warehouse for operations to manage tax-forfeited lands. Consolidation point for materials removed from various properties.

Specific service needs:

This program manages residential properties that are in the tax forfeit process. Some of these properties remain occupied during the process. The County is responsible for providing MSW services to these properties. These properties are typically single-family and duplex homes but maybe multiple-unit properties. The typical count of properties requiring MSW services in any given service month is no more than six to eight. The length of service at each property may vary from one to several months. The program also requires one MSW Roll-Off Container to be sited at Property Records & Revenue operations center on Maryland Avenue on an on-going basis, serviced on-call.

[60] Public Health Center, 555 Cedar St., St. Paul**Description:**

Administrative offices, public service offices, and medical clinic operations.

Specific service needs:

Very tight parking lot. Must be serviced before 6:00am.

[61] Ramsey County Care Center, 2000 White Bear Ave. N., Maplewood

Description:

24-hour nursing care facility serving seniors and other adult clients with long term and short-term care needs.

Specific service needs:

This Location has a 30-yard Compactor Box owned by the County and serviced on an on-call basis; roughly eighteen (18) service events anticipated annually. The Contractor shall remove the Box from the compaction unit, transport and emptied at the R&E Center, and reattach the empty Box to the compaction unit. It is estimated that the Compactor Box will require washing once annually.

[62] Ramsey County Correctional Facility, 297 Century Ave. S., Maplewood

Description:

24/7 residential correctional facility with capacity for over 500 adult offenders. Commercial kitchen operation and other support functions. Participates in food-to-hogs food waste recycling program. Small commercial-type landscape nursery operation on the property. There are multiple service points on the campus, which is considered one Location for purposes of establishing the cost of service.

Specific service needs:

Service is to be provided only between 8:00 a.m. and 2:00 p.m., Monday through Friday. MSW services will be initially scheduled on Monday, Wednesday, and Friday.

[63] Ramsey County Fair, Frost Ave. & N. White Bear Ave., Maplewood

Description:

This location will be served as a temporary event for Recycling, SSO, and MSW collection. Typically scheduled in mid-July, open to the public Wednesday through Sunday, with set-up and clean-up dates on either side of the public dates. Operated by a non-profit organization under an arrangement with the County.

Specific service needs:

This temporary event is typically scheduled for several days in July. MSW service will require the use of Carts and Dumpsters; Carts will be consolidated at a central servicing point at the Location. Recycling service will require Dumpsters. All Dumpsters will require a lock and two keys.

[64] Sheriff Water Patrol/Impound Lot, 5 South Owasso Blvd. W., Little Canada

Description:

Offices, storage, and meeting/training space.

Specific service needs:

None

[65] Suburban Court Facility, 2050 White Bear Ave. N., Maplewood

Description:

Second Judicial Court courtrooms and administrative offices.

Specific service needs:

The Contractor will be required to have a County-provided key card to enter the restricted area where Dumpsters and Carts are to be serviced at this Location. The Contractor will be responsible for the cost of any replacement for lost cards.

[66] Union Depot, 214 E. 4th St., St. Paul

Description:

Multi-modal, regional transportation hub, currently including one restaurant, with plans for additional food service and other tenants. The Union Depot Lofts, a 33-unit residential condominium facility, occupies a portion of the Union Depot. Residential waste and recyclables are generated in addition to commercial waste and recyclables. Union Depot hosts hundreds of private and community events annually, which will require the Contractor to respond to fluctuations in materials managed. Two scheduled service points (Union Depot loading dock, Amtrak service lot) plus an MSW roll-off container service point.

Specific service needs:

The Union Depot will require Dumpsters at a collection area separate from the Union Depot loading dock to specifically service the Amtrak tenant. This collection area is located on the eastern end of the Union Depot property, accessible via a separate service road. Unless otherwise directed by the County, the MSW Dumpsters at this location shall be of a slant-top design to allow safer loading of materials. Charges for the Amtrak Dumpsters will be presented separately from the remaining Union Depot charges on the County's invoice.

At a minimum, both MSW and recycling collection services at the Union Depot loading dock will be scheduled for service every Monday and Friday. The Contractor shall provide all regularly-scheduled services before 5 a.m. to avoid conflict with the heavier bus traffic and pedestrians near the loading dock area during the day. The loading dock where materials are typically staged is bordered by a bus traffic loop and passenger loading zone.

Yard Waste Collection Sites

Description:

The County operates seven (7) sites for the public to drop off yard waste and brush, and to pick up compost and wood chips when available. SSO material such as food scraps and non-recyclable paper is also collected from the public at all of these locations. Management of yard waste material collected from the public occurs under separate contracts and is not part of this Contract. Only management of MSW, Recycling, and SSO generated from the operation of the sites is anticipated to be managed under this Contract. All sites are open five (5) days a week April through November, and all sites are open weekends from December through March. Services will be required on a seasonal basis and will vary depending upon the weather and the site schedule. The Contractor will service the sites within or outside of operating hours, as directed by the Facility Contact.

Specific service needs:

Seasonality in services should be expected at these locations. Drivers must have keys to gain access when sites are not open to the public. There is a lockbox on-site at each location that the driver may use as well.

[67] Arden Hills – 3530 Hudson Ave., Arden Hills

[68] District #1 (Battle Creek) – 389 S. Winthrop St., St Paul

- [69] **District #5 (Frank & Sims)** – 1150 Sims Ave., St Paul
- [70] **District #11 (Midway)** – 1943 Pierce Butler Rte., St Paul
- [71] **District #16 (Summit Hill)** – 870 Pleasant Ave., St Paul
- [72] **Mounds View** – 8307 Long Lake Rd., Mounds View
- [73] **White Bear Township** – 5900 Sherwood Rd., White Bear Township

24/7 Organic (Food Scrap) Drop-Off Sites

Description:

Residential drop-off sites for organics (food scraps) open year-round, 24 hours per day.

Specific service needs:

Dumpsters must be serviced every week. Dumpsters must be wheeled out into the alley at the Mac-Groveland location.

- [74] **Como Park** – 1149 Beulah Lane, Saint Paul
- [75] **Falcon Heights** – 2077 Larpenteur Ave W., Falcon Heights
- [76] **Mac-Groveland** – 1600 Grand Ave, Saint Paul
- [77] **Maplewood** – 2100 White Bear Ave, Maplewood
- [78] **New Brighton** – 700 5th St NW, New Brighton
- [79] **Roseville** – 2580 Dale St, Roseville
- [80] **Saint Anthony** – 3301 Silver Lake Rd. NE, Saint Anthony
- [81] **Vadnais Heights** – 3595 Arcade St N, Vadnais Heights
- [82] **White Bear Lake** – 3950 Hoffman Rd, White Bear Lake

[83] Workforce Solutions, 2266 2nd St N, North St. Paul

Description:

Provides employment and training services to job seekers and businesses in Ramsey County.

Specific service needs:

None.

Attachment E:
County-Produced Recyclables and SSO Labels

Examples labels produced by the County to be placed on containers (e.g., Dumpsters).

Recyclables Label: “No Plastic Bags”



SSO Label: "Food Scraps Collection Only"



Ramsey County - RFP #: PH5550000019220 - Recycling and Municipal Solid Waste Management
Services for Ramsey County Facilities

6-03-2020

Form H:
Proposed Unit Price Fee Schedules

Form H.1—Recycling Services Fee Schedule

Form H.2—SSO Services Fee Schedule

Form H.3—MSW Services Fee Schedule

Form H.4—Roll-Off Box Fee Schedule

Form H.5—Compactor Box Fee Schedule

Form H.6—Bulky Item Fee Schedule

Form H.7—Cart/Dumpster Delivery and Retrieval Fees for Special or Temporary Events

Forms H.1 – H.7: Proposed Unit Price Fee Schedules

6-03-2020

**Form H.1:
Recycling Services Fee Schedule**

On this Fee Schedule 1.1 form, Respondents must specify the proposed Recycling Rates stated in dollars per Recycling Cart or Dumpster per pick-up. The primary Recycling Rate will apply to a single Recycling Cart or Dumpster placed at a Location. The secondary Recycling Rate will be the additional cost to collect and manage the second or more Recycling Carts or Dumpsters if multiple are placed at that same Location. If a mix of sizes of Recycling Carts or Dumpsters is placed at a Location to collect recyclable materials, the largest Recycling Cart or Dumpster will be considered the primary Recycling Cart or Dumpster. The secondary Recycling Rate is intended to be priced to exclude trip costs when the same vehicle services multiple Recycling Carts or Dumpsters at the same Location. Under the base proposal scenario, there is no risk/revenue sharing component for a Recyclables processing fee; these processing costs must be embedded into your Recycling Rates. Alternate proposals with a Recycling processing risk/revenue sharing component may be accepted if submitted in addition to the base proposal.

CONTAINER SIZE	RATE TYPE	MONTHLY OR ON-CALL	EVERY OTHER WEEK	COLLECTION FREQUENCY PER WEEK			
				1X	2X	3X	4X
60 Gallon Cart	Primary Recycling Rate	6.62	5.44	4.10	4.10	4.10	4.10
Each Additional 60 Gallon Cart	Secondary Recycling Rate	5.78	3.36	2.77	2.31	2.31	2.31
90 Gallon Cart	Primary Recycling Rate	6.97	5.23	4.60	4.31	4.31	4.31
Each Additional 90 Gallon Cart	Secondary Recycling Rate	5.12	3.51	2.90	2.58	2.58	2.58
1 CY Dumpster	Primary Recycling Rate	35.67	23.91	19.40	17.12	16.37	15.99
Each Additional 1 CY Dumpster	Secondary Recycling Rate	28.20	17.00	12.48	10.22	9.45	9.09
2 CY Dumpster	Primary Recycling Rate	35.67	23.91	19.40	17.12	16.37	15.99
Each Additional 2 CY Dumpster	Secondary Recycling Rate	28.20	17.00	12.48	10.22	9.45	9.09
3 CY Dumpster	Primary Recycling Rate	39.83	26.10	20.75	18.02	17.18	16.73
Each Additional 3 CY Dumpster	Secondary Recycling Rate	32.37	19.19	13.83	11.15	10.28	9.81
4 CY Dumpster	Primary Recycling Rate	42.39	27.53	21.72	18.81	17.85	17.36
Each Additional 4 CY Dumpster	Secondary Recycling Rate	34.91	20.61	14.18	11.91	10.95	10.46
6 CY Dumpster	Primary Recycling Rate	44.06	28.83	22.89	19.92	18.93	18.45
Each Additional 6 CY Dumpster	Secondary Recycling Rate	36.57	21.93	15.99	13.01	12.03	11.54

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CONTAINER SIZE	RATE TYPE	MONTHLY OR ON-CALL	EVERY OTHER WEEK	COLLECTION FREQUENCY PER WEEK			
				1x	2x	3x	4x
8 CY Dumpster	Primary Recycling Rate [1]	49.58	31.89	24.95	21.48	20.33	19.74
Each Additional 8 CY Dumpster	Secondary Recycling Rate	42.11	24.99	18.05	14.57	13.43	12.84

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Form H.2:
SSO Services Fee Schedule

For this Fee Schedule 1.2 form, Respondents must specify the proposed SSO Rates in dollars per SSO Cart or Dumpster per pick-up. The primary SSO Rate applies to a single SSO Cart or Dumpster placed at a Location. The secondary SSO Rate will be the additional cost to collect and manage the second or more SSO Carts or Dumpsters if multiple SSO Carts or Dumpsters are placed at that same Location. If a mix of sizes of SSO Carts or Dumpsters is placed at a Location to collect SSO, the largest SSO Cart or Dumpster shall be considered the primary SSO Cart or Dumpster. The secondary SSO Rate is intended to be priced to exclude trip costs when the same vehicle services multiple SSO Carts or Dumpsters at the same Location. Under the base proposal scenario, there is no risk/revenue sharing component for an SSO processing fee; these processing costs must be embedded into your SSO Rates. Alternate proposals with an SSO risk/revenue sharing component may be accepted if submitted in addition to the base proposal.

CONTAINER SIZE	RATE TYPE	ON- CALL	COLLECTION FREQUENCY PER WEEK			
			1x	2x	3x	4x
60 Gallon Cart	Primary SSO Rate	25.31	24.48	24.35	24.32	24.29
Each Additional 60 Gallon Cart	Secondary SSO Rate	16.91	15.33	15.20	15.17	15.14
90 Gallon Cart	Primary SSO Rate	25.31	24.48	24.35	24.32	24.29
Each Additional 90 Gallon Cart	Secondary SSO Rate	16.19	15.33	15.20	15.17	15.14
1 CY Dumpster	Primary SSO Rate	35.55	28.70	27.68	27.36	27.17
Each Additional 1 CY Dumpster	Secondary SSO Rate	26.43	19.58	18.53	18.21	18.02
2 CY Dumpster	Primary SSO Rate	40.80	33.95	32.93	32.61	32.42
Each Additional 2 CY Dumpster	Secondary SSO Rate	31.68	24.83	23.78	23.46	23.26
3 CY Dumpster	Primary SSO Rate	46.82	38.82	37.63	37.22	37.02
Each Additional 3 CY Dumpster	Secondary SSO Rate	37.66	29.66	28.48	28.10	27.87
4 CY Dumpster	Primary SSO Rate	52.29	43.55	42.27	41.82	41.60
Each Additional 4 CY Dumpster	Secondary SSO Rate	43.17	34.43	33.12	32.67	32.45
6 CY Dumpster	Primary SSO Rate	65.54	53.57	51.78	51.20	50.88
Each Additional 6 CY Dumpster	Secondary SSO Rate	56.42	44.45	42.62	42.05	41.73

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CONTAINER SIZE	RATE TYPE	ON- CALL	COLLECTION FREQUENCY PER WEEK			
			1X	2X	3X	4X
8 CY Dumpster	Primary SSO Rate	76.90	63.14	61.09	60.42	60.06
Each Additional 8 CY Dumpster	Secondary SSO Rate	67.74	54.02	51.94	51.26	50.61

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Form H.3:
MSW Services Fee Schedule

For this Fee Schedule 1.3 form, Respondents must specify the proposed MSW Collection Rates in dollars per Cart or Dumpster per pick-up exclusive of the MSW Disposal Rate, taxes, fees, or other allowed pass-through costs. The primary MSW Collection Rate applies to a sole MSW Cart or Dumpster placed at a Location. The secondary MSW Collection Rate will be the additional cost to collect the second or more MSW Carts or Dumpsters if multiple MSW Carts or Dumpsters are placed at that same Location. If a mix of sizes of MSW Carts or Dumpsters is placed at a Location to collect MSW, the largest MSW Cart or Dumpster shall be considered the MSW primary Cart or Dumpster. The secondary MSW Collection Rate is intended to be priced to exclude trip costs when the same vehicle services multiple MSW Carts or Dumpsters at the same Location.

For this Fee Schedule 1.3 form, Respondents must also specify proposed MSW Disposal Rate in dollars per Cart or Dumpster per pick-up exclusive of the MSW Collection Rate, taxes, fees, or other allowed pass-through costs. This Fee Schedule 1.3 form should be based on the MSW Tipping Fee scheduled to be charged at the R&E Center in 2021.

CONTAINER SIZE	RATES	MONTHLY OR ON-CALL	EVERY OTHER WEEK	COLLECTION FREQUENCY PER WEEK				
				1X	2X	3X	4X	5X
60 Gallon Cart	Primary MSW Collection Rate	9.14	9.14	9.14	9.14	9.14	9.14	9.14
	MSW Disposal Rate	1.89	1.89	1.89	1.89	1.89	1.89	1.89
	TOTAL	11.02	11.02	11.02	11.02	11.02	11.02	11.02
Each Additional 60 Gallon Cart	Secondary MSW Collection Rate	6.12	6.12	6.12	6.12	6.12	6.12	6.12
	MSW Disposal Rate	1.89	1.89	1.89	1.89	1.89	1.89	1.89
	TOTAL	8.01	8.01	8.01	8.01	8.01	8.01	8.01
90 Gallon Cart	Primary MSW Collection Rate	9.14	9.14	9.14	9.14	9.14	9.14	9.14
	MSW Disposal Rate	1.89	1.89	1.89	1.89	1.89	1.89	1.89
	TOTAL	11.02	11.02	11.02	11.02	11.02	11.02	11.02
Each Additional 90 Gallon Cart	Secondary MSW Collection Rate	6.12	6.12	6.12	6.12	6.12	6.12	6.12
	MSW Disposal Rate	1.89	1.89	1.89	1.89	1.89	1.89	1.89
	TOTAL	8.01	8.01	8.01	8.01	8.01	8.01	8.01
1 CY Dumpster	Primary MSW Collection Rate	29.55	19.53	15.65	13.73	11.04	12.75	12.55
	MSW Disposal Rate	3.77	3.77	3.77	3.77	3.77	3.77	3.77
	TOTAL	33.32	23.30	19.42	17.50	14.81	16.52	16.33
Each Additional 1 CY Dumpster	Secondary MSW Collection Rate	23.68	13.90	10.24	8.28	7.65	7.33	7.12
	MSW Disposal Rate	3.77	3.77	3.77	3.77	3.77	3.77	3.77
	TOTAL	27.45	17.67	14.01	12.06	11.42	11.10	10.90
2 CY Dumpster	Primary MSW Collection Rate	29.55	19.53	15.65	13.73	11.04	12.75	12.55

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CONTAINER SIZE	RATES	MONTHLY OR ON-CALL	EVERY OTHER WEEK	COLLECTION FREQUENCY PER WEEK				
				1X	2X	3X	4X	5X
	MSW Disposal Rate	7.54	7.54	7.54	7.54	7.54	7.54	7.54
	TOTAL	37.09	27.08	23.20	21.27	18.59	20.29	20.10
Each Additional 2 CY Dumpster	Secondary MSW Collection Rate	23.68	13.90	10.24	8.28	7.65	7.33	7.12
	MSW Disposal Rate	7.54	7.54	7.54	7.54	7.54	7.54	7.54
	TOTAL	31.22	21.44	17.78	15.83	15.19	14.88	14.67
3 CY Dumpster	Primary MSW Collection Rate	33.14	21.44	16.84	14.54	13.77	13.38	13.15
	MSW Disposal Rate	11.32	11.32	11.32	11.32	11.32	11.32	11.32
	TOTAL	44.45	32.75	28.15	25.86	25.09	24.70	24.47
Each Additional 3 CY Dumpster	Secondary MSW Collection Rate	27.27	15.99	11.42	9.13	8.36	7.97	7.73
	MSW Disposal Rate	11.32	11.32	11.32	11.32	11.32	11.32	11.32
	TOTAL	38.58	27.31	22.74	20.44	19.67	19.28	19.05
4 CY Dumpster	Primary MSW Collection Rate	35.34	22.68	17.69	15.19	14.37	13.94	13.71
	MSW Disposal Rate	15.09	15.09	15.09	15.09	15.09	15.09	15.09
	TOTAL	50.34	37.77	32.78	30.28	29.46	29.03	28.80
Each Additional 4 CY Dumpster	Secondary MSW Collection Rate	29.46	17.25	12.27	9.77	8.94	8.53	8.27
	MSW Disposal Rate	15.09	15.09	15.09	15.09	15.09	15.09	15.09
	TOTAL	44.55	32.34	27.36	24.86	24.03	23.62	23.36
6 CY Dumpster	Primary MSW Collection Rate	36.81	23.83	18.73	16.18	15.34	14.91	14.65
	MSW Disposal Rate	22.63	22.63	22.63	22.63	22.63	22.63	22.63
	TOTAL	59.44	46.46	41.36	38.81	37.97	37.54	37.28
Each Additional 6 CY Dumpster	Secondary MSW Collection Rate	30.94	18.40	13.31	10.76	9.92	9.49	9.24
	MSW Disposal Rate	22.63	22.63	22.63	22.63	22.63	22.63	22.63
	TOTAL	53.57	41.03	35.94	33.39	32.55	32.12	31.87
8 CY Dumpster	Primary MSW Collection Rate	41.58	26.49	20.53	17.56	16.56	16.06	15.76
	MSW Disposal Rate	30.18	30.18	30.18	30.18	30.18	30.18	30.18
	TOTAL	71.75	56.66	50.71	47.73	46.73	46.23	45.94
Each Additional 8 CY Dumpster	Secondary MSW Collection Rate	35.70	21.06	15.10	12.13	11.13	10.64	10.33
	MSW Disposal Rate	30.18	30.18	30.18	30.18	30.18	30.18	30.18
	TOTAL	65.87	51.23	45.28	42.30	41.30	40.81	40.51

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Form H.4:
Roll-Off Box Services Fee Schedule

For this Fee Schedule 1.4 form, Respondents must specify proposed Roll-Off Box Collection Rates in dollars per Roll-Off pick-up exclusive of Tipping Fees, revenue share (if any), taxes, fees, or other allowed pass-through costs. The allowable pass-through costs must be billed as separate line items without markup.

	Collection Rate Per Pick-Up
Recycling: Roll-Off Collection Rate	\$225.00
SSO: Roll-Off Collection Rate	\$200.00
MSW: Roll-Off Collection Rate	\$200.00

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Form H.5:
Compactor Box Fee Schedule

For this Fee Schedule 1.5 form, Respondents must specify proposed Compactor Box Collection Rates in dollars per Compactor pick-up exclusive of Tipping Fees, revenue share (if any), taxes, fees, or other allowed pass-through costs. The allowable pass-through costs must be billed as separate line items without markup.

	Collection Rate Per Pick-Up
Government Center East Building (42 yard MSW Compactor Box) Compactor Box MSW Collection Rate	\$170.00
Law Enforcement Center (34 yard MSW Compactor Box) Compactor Box MSW Collection Rate	\$170.00
Ramsey County Care Center (30 yard MSW Compactor Box) Compactor Box MSW Collection Rate	\$220.00
Additional Sites* in Ramsey County, unknown at this time Compactor Box MSW Collection Rate	\$200.00

(* Additional Sites are Locations that do not have Compactor Box service at the commencement of the Contract, but have volumes large enough to potentially justify the use of compaction equipment at a future date.)

Compactor Box Washing Fee means amount to be charged for each time a Compactor Box is washed off-site after delivery of materials to the appropriate facility and before return to County location, on an as-requested basis.

	Fee Per Wash Event
Compactor Box washing fee	\$150.00

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Form H.6:
Bulky Items Fee Schedule

For this Fee Schedule 1.6 form, Respondents must specify proposed rates to remove each type of Bulky Item from a County Location when placed outside a container. The proposed price must include delivery of the item to the R&E Center as MSW, or a legitimate re-use or Recycling operation.

Item	Fee for 1 st Item	Fee for Each Additional Item
Mattress	35.00	35.00
Boxspring	35.00	35.00
Large household or office furniture, per item*	35.00	35.00
Small household or office furniture, per item*	35.00	35.00
Wooden office desk	35.00	35.00
Metal office desk	35.00	35.00
Office chair	35.00	35.00

*Examples include:

Large household or office furniture item: sofa, love seat, stuffed living room chair, dining or kitchen table, large bookcases, large filing cabinets, bed frames, large dresser, chest of drawers, or bureau.

Small household or office furniture item: dining or kitchen chairs, small bookcases, coffee or end table, small filing cabinets, small dresser or chest of drawers, nightstand.

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Form H.7:
Cart/Dumpster Delivery and Retrieval Fee Schedule
for Special Temporary Events

For this Fee Schedule 1.7 form, Respondents must specify proposed rates to deliver or retrieve a container for special temporary events. Examples include the Ramsey County Fair, community festivals, and events.

The delivery and retrieval fee shall only apply to special temporary events and may not be applied for any other purpose. Examples of services **excluded** from this special temporary event delivery/retrieval fee include (but are not limited to):

- ◆ Delivery of equipment to or retrieval of equipment from a Location receiving service on a seasonal basis (e.g. parks or yard waste collection sites).
- ◆ Delivery or retrieval of equipment provided for regularly-scheduled service at a Location.
- ◆ Delivery or retrieval of Roll-off Boxes or Compactor Boxes.
- ◆ Retrieval due to suspension or cessation of regular service at a Location.

This delivery/retrieval fee shall be priced based on a one-way trip and is not applied on a per cart or container basis.

	Fee Per One-Way Trip
Special event cart/dumpster delivery fee (regardless of the number of Carts or Dumpsters delivered or retrieved per trip)	\$50.00