Term Sheet for Residential Solid Waste Collection Service Contract

Council Bill 2016-107

March 7, 2016

This term sheet spells out clarifications and or modifications to Exhibit A or Exhibit B, with the mutual understanding that all other requirements of Exhibit A are to be met. If there is a conflict between Exhibit A or Exhibit B or the Agreement, the terms contained in the Agreement shall control.

1. A separate billing and collection agreement shall be required and shall be developed after this agreement has been executed.
2. All references, and related scope of work, to providing solid waste and recycling services to City facilities are hereby removed from the RFP, Proposal and this Agreement. The City has rejected that portion of the bid and it is not a part of this Agreement.
3. Item 10.J of the RFP is amended to reflect that the phone number of the company is NOT required to be displayed on equipment or containers.
4. In reference to para 1.3 sub-para 2 b) & c) and with para 2.8.f. of the RFP: If Contractor no longer desires to or is able to use Triple-R Recycling or New American Recycling Company to handle or process Recyclable Materials, Contractor shall notify the City of the need to change subcontractors. Any replacement subcontractor shall be a processing and/or Material Recovery Facility that is approved by the City, with the City not to unreasonably withhold such approval. Regardless of who the subcontractor is, all Recyclable Materials shall be collected, separated and otherwise treated in a lawful manner so as to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to Contractor resulting from the sale of the Recyclable Materials. No collected Recyclable Materials shall be deposited in a landfill or waste incinerator; provided, however, that contaminated materials or materials that are not eligible for the recycling services may be disposed of in a landfill or waste incinerator. The City may terminate this Agreement if Contractor fails to comply with the requirement to properly process all collected Recyclable Materials.
5. The list of recyclables identified in Section 6 of the Proposal (Exhibit B) are acknowledged as the minimum list of items to be collected by Republic. In the event any of the items identified in Exhibit B are unable to reasonably be deposited at an approved end-user or with a recyclable material broker, Republic shall communicate this to the City in writing and provide appropriate documentation to substantiate that it is impractical to comply with the requirements of the RFP. The City shall not unreasonably withhold its approval to suspend the collection and recycling of said items, and Contractor shall work diligently to re-establish an end user or material broker for same.
6. Republic agrees that it is in the best interests of the City and its residents to maximize the participation in recycling services. Republic and the City will need to work together to promote the availability and introduction of recycling services through mutually agreed upon sources, such as local media outlets, the City's website and City's newsletter, Republic's Joplin website, initial sign up mailers/ informational packets, community events and social media. All information released to the public will be approved by both parties.

7. Based upon the above commitment to work in conjunction with the City to promote the recycling program to increase participation; at a minimum:
   - Republic will provide weekly information to the City regarding recycling participation for billing purposes.
   - Republic will supply information/guidelines with the delivery of recycling carts.
   - Republic will work in conjunction with the City to promote the recycling program through educational efforts with the local schools, if available. The City understands the school district has final authority to permit any such program being presented at any school; however, Republic shall make a good faith effort to contact local schools to request permission to do so, with a goal of making a minimum of two (2) such recycling program presentations each year of the term of the agreement. These programs may be done in connection with Earth Day, National Recycling Day or another opportunity, at Republic's discretion. The effort to educate and promote may include such things as coloring books, contests, or other school age appropriate promotional materials.
   - Republic will start the program by June 1st if Republic has a signed contract and notice to proceed no later than March 15th or by July 1st if Republic has a signed contract and notice to proceed no later than March 31st.
   - Republic shall participate in a minimum of four (4) events each year of the contract term with any of the following groups/organizations/events but not limited to: Young Professionals Network, the Wildcat Glades Conservation and Audubon Center, City of Joplin, Region M Solid Waste District, Third Thursday, MSSU and colleges in the community, Earth Day and America Recycles Day. The extent of participation and involvement shall be to provide educational information and benefits of recycling and provide opportunities for individuals to sign-up for recycling services.
   - Republic shall develop or utilize existing recycling Public Service Announcements (PSA's) that would target different demographic sectors of the community and/or the benefits of recycling and educational information, and shall work with the City's Public Information Office to help distribute the PSAs. Republic shall develop two (2) PSAs annually. PSAs to be approved by the City prior to distribution. Republic shall work with the City's Public Information Office to distribute the PSAs.
   - Republic will work with the City staff in an effort to appear on television morning shows and KCRG Talk Radio morning drive time show if available. The extent of participation and involvement shall be to provide educational information and benefits of recycling and provide information for individuals to sign-up for recycling services.
   - Republic will develop a site specific website for Joplin which will provide information about the recycling and trash program for the residents of Joplin. Republic shall provide quick responses to comments and inquiries.
   - Republic shall provide information and/or presentations to service and community organizations if requested during the contract term in conjunction with a City designee. The extent of participation and involvement shall be to provide educational information and benefits of recycling and provide information for individuals to sign-up for recycling services.
   - Republic will develop a site specific website for Joplin which will provide information about the recycling and trash program for the residents of Joplin

- Republic shall provide a new recycling cart that the City can use at events it participates in that will become the property of the City.
- Republic shall provide information regarding the marketing efforts such as website hits, weekly sign up list and results from community events.
- Republic shall compile data to track how customers sign up for curbside recycling and communicate this to the City on a monthly basis.
- Republic agrees to spend a minimum of Ten Thousand ($10,000.00) Dollars during the initial sign-up period to promote the curbside recycling program in an effort to increase participation.