

CONTRACT TITLE:

STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

Date: May 26, 2022

Cole County Recycling Services

CURRENT CONTRACT PERIOD:	May 15, 2023 through May 14, 2024	
	Original Contract Period:	May 15, 2022 through May 14, 2023
RENEWAL INFORMATION:	Renewal Options Available:	0
	Potential Final Expiration:	May 14, 2024
BUYER INFORMATION:	Name: Melissa Sackett Phone: 573-526-2716 Fax: 573-526-9816 Email: melissa.sackett@oa.mo.gov	
RECYCLING MANAGER	Name: Stephanie Woodruff Phone: 573-751-3384 Email: <u>stephanie.woodruff@oa.mo.gov</u>	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY.** PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES. Local Purchase Authority should <u>not</u> be used to purchase supplies/services included in this contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.

The entire contract document may be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search located on the Internet at

http://oa.mo.gov/purchasing.

CONTRACT NUMBER	MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE -MENT
		Federal International Recycling and Waste	No	Yes
CS211850001	MB00120387	Solutions LLC		
		7935 Clayton Rd.		
		St. Louis, MO 63117		
		Phone: (314) 706-6856		
		Fax: (314) 797-7027		
		Email: johnking@federalinternational.com		

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes	
5/15/2023 through 5/14/2024	5/26/23	 Renewed contract Updated Buyer Information on Page One. 	
5/15/2022 through 5/14/2023	5/16/22	Updated Buyer Information on Page One.	
5/15/2022 through 5/14/2023	1/28/22	Renewed Contract	
5/15/2021 through 5/14/2022	1/27/22	Updated Buyer Information on Page One.Amended Paragraph 2.6.1 of the contract.	
5/15/2021 through 5/14/2022	6/1/2021	Initial Issuance of statewide contract.	

INSTRUCTIONS FOR STATE AGENCIES

Any agency desiring recyclable material collection and recycling services, should contact the Recycling Manager, as stated on page one to implement service. In addition, if an agency encounters any problems regarding quality of service or collection time, send your complaint, in writing, to the Recycling Manager as stated on page one.

Recycling Rebates:

Line Item	Type of Recycled Material and Publication Used for Market Comparison	Original Contract Period Firm, Fixed Percentage Rebate	First Renewal Period Minimum Percentage Rebate	Second Renewal Period Minimum Percentage Rebate
1	Mixed Office Paper As published in the "PPI Pulp & Paper Week", Sorted Residential Papers & News (56), Midwest Market	<u>10</u> % Per ton collected	$\frac{10}{\text{Per ton collected}}\%$	$\frac{10}{\text{Per ton collected}}\%$
2	Bales of SOP As published in the "PPI Pulp & Paper Week", SOP (37), Midwest Market	<u>25</u> % Per ton collected	25_% Per ton collected	$\frac{25}{\text{Per ton collected}}\%$
3	Baled Cardboard As published in the "PPI Pulp & Paper Week", Brown Grades, OCC11, Midwest Market		$\frac{25}{\text{Per ton collected}}\%$	$\frac{25}{\text{Per ton collected}}\%$
4	Loose Cardboard As published in the "PPI Pulp & Paper Week", Brown Grades, OCC11, Midwest Market	$\frac{20}{\text{Per ton collected}}\%$	$\frac{20}{\text{Per ton collected}}\%$	$\frac{20}{\text{Per ton collected}}\%$

Collection Services for Commingled Materials:

Line Item	Receptacle Size and Collection Frequency	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
5	Two-Cubic Yard Receptacle With Collection Once Per Week	\$ <u>61.17</u> Per Month	\$ <u>63.01</u> Per Month	\$ <u>64.99</u> Per Month
6	Two-Cubic Yard Receptacle With Collection Once Every Two Weeks	\$ <u>58.86</u> Per Month	\$ <u>60.63</u> Per Month	\$ <u>62.45</u> Per Month

Line Item	Receptacle Size and Collection Frequency	Original Contract Period Firm, Fixed Price	First Renewal Period Maximum Price	Second Renewal Period Maximum Price
7	Two-CubicYardReceptacleWithCollectionOncePerMonth	\$ <u>56.67</u> Per Month	\$ <u>58.37</u> Per Month	\$ <u>60.12</u> Per Month
8	Four-Cubic Yard Receptacle With Collection Once Per Week	\$ <u>90.73</u> Per Month	\$ <u>93.45</u> Per Month	\$ <u>96.25</u> Per Month
9	Four-Cubic Yard Receptacle With Collection Once Every Two Weeks	\$ <u>86.94</u> Per Month	\$ <u>89.54</u> Per Month	\$ <u>92.22</u> Per Month
10	Four-Cubic Yard Receptacle With Collection Once Per Month	\$ <u>83.34</u> Per Month	\$ <u>85.84</u> Per Month	\$ <u>88.42</u> Per Month
11	Six-Cubic Yard Receptacle With Collection Once Per Week	\$ <u>118.71</u> Per Month	\$ <u>122.27</u> Per Month	\$ <u>125.93</u> Per Month
12	Six-Cubic Yard Receptacle With Collection Once Every Two Weeks	\$ <u>113.52</u> Per Month	\$ <u>116.92</u> Per Month	\$ <u>120.42</u> Per Month
13	Six-Cubic Yard Receptacle With Collection Once Per Month	\$ <u>108.59</u> Per Month	\$ <u>112.10</u> Per Month	\$ <u>115.46</u> Per Month
14	Eight-Cubic Yard Receptacle With Collection Once Per Week	\$ <u>142.69</u> Per Month	\$ <u>146.97</u> Per Month	\$ <u>151.37</u> Per Month
15	Eight-Cubic Yard Receptacle With Collection Once Every Two Weeks	\$ <u>142.69</u> Per Month	\$ <u>146.97</u> Per Month	\$ <u>151.37</u> Per Month
16	Eight-Cubic Yard Receptacle With Collection Once Per Month	\$ <u>130.24</u> Per Month	\$ <u>134.14</u> Per Month	\$ <u>138.17</u> Per Month
17	95-Gallon Container With Collection Once Per Week	\$ <u>61.17</u> Per Month	\$ <u>63.01</u> Per Month	\$ <u>64.99</u> Per Month
18	95-Gallon Container With Collection Once Every Two Weeks	\$ <u>58.16</u> Per Month	\$ <u>59.90</u> Per Month	\$ <u>61.70</u> Per Month
19	95-Gallon Container With Collection Once Per Month	\$ <u>56.67</u> Per Month	\$ <u>58.37</u> Per Month	\$ <u>60.12</u> Per Month

The Division of Purchasing has awarded CS211850001 in accordance with the following requirements.

2.1 General Requirements:

- 2.1.1 The contractor shall collect and recycle recyclable materials (hereinafter referred to as provide recycling services), on behalf of the Office of Administration, Division of General Services, State Recycling Program (hereinafter referred to as the state agency or SRP), in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency.
 - a. The contractor shall understand and agree, for purposes of the contract, a "state agency" shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the University of Missouri system and the Judicial and Legislative branches of the State of Missouri.
- 2.1.2 The contractor shall provide recycling services for recyclable materials on an as needed, if needed basis, for state agency offices and buildings located in Cole County and Jefferson City, Missouri.
 - a. The contractor shall refer to Attachment 2, Cole County Office Paper Locations, which contains information on most of the State of Missouri state agency offices and buildings located in Cole County.
- 2.1.3 The contractor shall understand and agree the state agency's Recycling Manager and/or any state agency's Recycling Monitor may, at any time throughout the effective term of the contract, accompany the contractor during any recycling services being provided by the contractor. The contractor shall not restrict, or in any way, limit the state agency's right or ability to oversee any and all services provided by the contractor.
 - a. The contractor shall understand and agree the state agency's Recycling Manager, whose email and phone number will be provided to the contractor within five business days after authorization from the state agency to proceed with services, will be the single contact person for all state agency offices and buildings. The contractor shall further understand and agree, each state agency Recycling Monitor will share oversight responsibilities as designee(s) of the state agency.
- 2.1.4 The contractor shall perform recyclable material collections during normal state agency office or building hours, which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, Central Standard Time (CST) excluding state holidays, which can be found posted on the internet at http://oa.mo.gov/commissioner/state-holidays.
 - a. In the event the contractor is not able to make a collection at a particular time or day, as required herein, due to cause beyond the control of, and without the fault or negligence of the contractor, the contractor shall contact the Recycling Manager to re-schedule such collection(s).
- 2.1.5 The contractor shall understand and agree state agency offices and buildings will retain ownership of all State of Missouri owned recycling receptacles.
- 2.1.6 The contractor shall understand and agree the state of Missouri does not guarantee any usage of the contract whatsoever, however, any state agency of the State of Missouri may participate in the contract, but the contract does not require mandatory participation by any state agency. The

contractor shall further understand and agree that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri, a state agency may, at its own discretion, obtain alternate services elsewhere.

- 2.1.7 Cooperative Procurement Program - The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide recycling services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360. RSMo. which available is the internet on at: https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl=). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 2.1.8 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Contractor and Contractor's Personnel Requirements and Qualifications:

- 2.2.1 The contractor must have three years of experience providing recycling services, with the recyclable materials referenced herein.
- 2.2.2 The contractor must make every effort not to dispose of any collected recyclable material in a landfill. However, in the event the contractor collects items that are not recyclable, where disposal of the material in a landfill is the only option, the contractor must utilize a landfill or Transfer Station licensed by the State of Missouri's Department of Natural Resources.
 - a. If the landfill is outside of the State of Missouri, the contractor must use a government regulated and approved facility for the disposal or recycling of solid waste.
- 2.2.3 The contractor must provide a primary driver to provide recycling services for the state agency's collection locations, who must have a Commercial Driver's License.
 - a. In the event the contractor's primary driver is unavailable, the contractor must provide a backup driver to perform the collection services for all of the state agency's collection locations. The contractor's backup driver must have equal or greater experience than the state contractor's primary driver.
- 2.2.4 Within seven calendar days after receiving a request for personnel criminal records check(s) by the state agency's Recycling Manager, the contractor shall provide verification to the state agency of an annual name-based criminal record check(s), completed by the Missouri State Highway Patrol for each of the contractor's personnel providing recycling services. The contractor shall be responsible for all costs for the name-based criminal record check(s).
- **2.3 Performance Requirements Mixed Office Paper:** The contractor shall: 1) supply recycling receptacles for the collection of paper, 2) collect and empty all recycling receptacles (hereinafter referred to as receptacles) and any other packaging of paper (bales and pallets), and 3) recycle the collections.
- 2.3.1 <u>Collection Receptacles for Mixed Office Paper</u>: By no later than 30-calendar days after authorization from the state agency's Recycling Manager to proceed with recycling services, the contractor shall place the required number of receptacles within the various State of Missouri

offices and buildings.

- a. The contractor's receptacles shall be 95-gallon containers, on wheels, with lids.
- b. For planning purposes, the contractor shall understand and agree approximately one receptacle is required per 25 state agency employees and the number of receptacles currently in use for paper are identified in Attachment 2, Cole County Office Paper Locations.
- c. The contractor shall work with the state agency's Recycling Monitor from each state agency office or building to determine where receptacles are stored for collection.
- d. The contractor shall understand and agree that as necessities change for various state agency offices or buildings, the state agency's Recycling Manager shall notify the contractor of additions, deletions, and/or changes to the initial requirements for receptacles and the contractor shall make the requested additions, deletions, and/or changes.
- e. The contractor shall retain ownership of the contractor-provided receptacles.
- 2.3.2 <u>Collection of Pallets of Mixed Office Paper</u>: The contractor shall collect pallets of paper as required by the state agency.
- 2.3.3 <u>Content of Collections:</u> The contractor shall understand and agree that the content of the Mixed Office Paper shall include all materials listed on Attachment 1, Office Paper Definitions.
 - a. The contractor shall understand and agree that each state agency office or building will only include Mixed Office Paper in the collections and the state agency's Recycling Monitor from each state agency office or building will instruct State of Missouri employees on the methods that will ensure the proper separation of materials.
- 2.3.4 <u>Collection for Mixed Office Paper</u>: The contractor shall understand and agree the state agency's SRP will issue a weekly survey to state agencies inquiring about how many 95-gallon containers need to be collected by the contractor, immediately following placement of the receptacles by the contractor in each state agency office and building.
 - a. Immediately upon being provided the weekly survey results by the state agency each week, the contractor shall begin collecting and emptying the contractor's receptacles at each state agency office and building. The contractor shall refer to information submitted through the weekly survey as a collection guide for collecting and emptying the contractor's receptacles.
 - 1) The contractor shall not collect recyclable materials from state agencies that contact the contractor directly. The contractor shall refer such agencies to the state's Recycling Manager for instructions.
 - 2) The contractor shall understand and agree the state agency's SRP estimates, but cannot guarantee the contractor will spend an average of 40 hours each month collecting and emptying the receptacles. The state agency believes the weekly survey will be a useful tool, for the contractor, in estimating an average of 40 hours of necessary services required under the contract per month.
 - 3) The contractor shall understand and agree, based on the nature of some of the Mixed Office Paper, it is essential that the confidentiality of the material be maintained until recycled. In the event the contractor observes any confidential records during the

course of the recycling service, the contractor shall not disclose any information obtained from the confidential records.

- 4) In addition to emptying and collecting the contents of the receptacles, the contractor shall also collect boxes of Mixed Office Paper and pallets of paper (e.g., over-runs on printing jobs) on an unscheduled basis, as requested by the state agency's Recycling Manager.
- b. The contractor must collect and empty the contractor's receptacles of mixed paper even if the content of the receptacles includes contaminated material. In the event a receptacle contains an excessive amount of contaminated material, the contractor must immediately contact the state agency's Recycling Manager.
 - 1) To minimize the amount of time the contractor spends at each collection location, the state agency's SRP will assist the contractor to ensure that receptacles are available in a centralized location, such as a dock or equivalent area for each building's collection location.
- c. If unscheduled collections are necessary, the state agency's Recycling Manager and the contractor shall coordinate the collections.
- d. The contractor must collect any bags of shredded paper generated by state agency offices and buildings. The state agency's Recycling Monitor, or various state agencies, will assist the contractor to determine the best method for collecting and storing the bags of shredded paper.
 - 1) The contractor shall understand and agree the state agency estimates that one to three tons of shredded paper are collected each month.
- 2.3.5 <u>Processing of Mixed Office Paper</u>: The contractor shall perform any sorting necessary to the paper and shall otherwise prepare the paper for its final destination (i.e. end user, processor, or permitted sanitary landfill).
- 2.3.6 <u>Collection of Bales of Sorted Office Paper (SOP)</u>: The contractor shall collect bales of SOP as required by the state agency.

2.4 **Performance Requirements – Baled Corrugated Cardboard:**

2.4.1 The contractor shall provide recycling services for Baled Corrugated Cardboard (hereinafter referred to as Baled Cardboard) as needed, from the five State of Missouri locations currently generating Baled Cardboard, as indicated on Attachment 3, Cole County Cardboard and Commingled Locations.

2.5 **Performance Requirements – Commingled Materials:**

- 2.5.1 The contractor shall 1) provide collection recycling receptacles (hereinafter referred to as receptacles) for Commingled Materials, as specified on Attachment 3, Cole County Cardboard and Commingled Locations, 2) collect all Commingled Materials and empty all receptacles, and 3) recycle the Commingled Materials.
 - a. The contractor shall understand and agree "Commingled Materials" shall be defined to mean both Loose Corrugated Cardboard (hereinafter referred to as Loose Cardboard) and Mixed Aluminum Cans, Tin Cans, and Plastic Bottles.

- 2.5.2 <u>Collection Receptacles for Commingled Materials</u>: By no later than 30-calendar days after the notice to proceed with contract services from the Recycling Manager, the contractor shall place the number and size of collection receptacles at various state agency offices and buildings as specified on Attachment 3, Cole County Cardboard and Commingled Locations.
 - a. The contractor shall assist the state agency's Recycling Manager to adjust receptacle sizes, in order to meet the volume of Commingled Materials generated, as well as provide the following sizes of receptacles:
 - 1) Two-cubic yard receptacles;
 - 2) Four-cubic yard receptacles;
 - 3) Six-cubic yard receptacles; and
 - 4) Eight-cubic yard receptacles.
 - b. The contractor should provide dimensions for each receptacle, such as length, width, and height to the state agency's Recycling Manager.
 - c. The contractor shall label all receptacles for Loose Cardboard recycling.
 - d. The contractor and state agency's Recycling Manager shall mutually agree to any changes in receptacle size.
 - e. The contractor shall understand and agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the receptacles provided by the contractor.
 - f. The contractor shall assist the state agency in its effort to minimize the visual obtrusiveness of the receptacles and surrounding area, at all times.
 - g. The contractor shall maintain a 15-foot perimeter around receptacles, keeping the area clean and free of recyclable materials.
 - h. The contractor shall work with the state agency's Recycling Manager to develop a method to perform an annual audit of the collection locations to determine if the receptacle sizes and/or collection frequencies are optimal.
 - i. The contractor shall retain ownership of all receptacles provided by the contractor for collection of Commingled Materials.
 - j. If requested by the state agency's Recycling Manager, the contractor shall provide collection services and receptacles for additional state agencies.
 - k. The contractor shall understand and agree the receptacle locations for the National Guard's Ike Skelton Training Site are listed in Attachment 3, Cole County Cardboard and Commingled Locations, as well as referenced in Attachment 4, Ike Skelton Training Site Map (National Guard).
- 2.5.3 <u>Collection for Commingled Materials</u>: The contractor shall collect Commingled Materials from the receptacles as specified below:

- a. The contractor shall coordinate the collection schedule for the Commingled Materials with the state agency's Recycling Manager.
- b. The contractor shall collect the Commingled Materials in collection receptacles from a centralized location, such as a dock or other equivalent area and in accordance with the schedule mutually agreed upon by the contractor and the state agency.
 - 1) The contractor must make unscheduled collections by no later than one calendar week after contact by the state agency Recycling Monitor.
- c. The contractor must collect the Commingled Materials even if the content of the receptacles includes contaminated material. In the event that a receptacle contains an excessive amount of contaminated material, the contractor must immediately contact the state agency's Recycling Manager or state agency.
- 2.5.4 <u>Processing of Commingled Materials</u>: The contractor shall perform any sorting necessary to the collected material to prepare the Commingled Materials for recycling.

2.6 **Reporting Requirements:**

- 2.6.1 Contract Monitoring The state agency reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency will have the right to impose special conditions or restrictions. The contractor shall understand and agree written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed.
 - a. The special conditions or restrictions that may be imposed on the contractor include, at a minimum, the following conditions specified below:
 - 1) Requiring additional, more detailed financial reports or other documentation;
 - 2) Additional contract monitoring;
 - 3) Requiring the contractor to obtain technical or management assistance; and/or
 - 4) Establishing additional prior approvals from the state agency.
- 2.6.2 Monthly Report: By no later than the 10th day of each month, the contractor shall e-mail a monthly Cole County Recycling Services Report to the state agency's Recycling Manager that shall be comparable to the sample monthly report included in Attachment 5, Sample Report. The contractor's Cole County Recycling Services Report must include the following information of the recycling services from the prior month:
 - a. Location of state agency office/building, including the street address;
 - b. Collection dates;
 - c. Total weight for each recyclable material listed herein for all state agency offices and buildings; and
 - d. Weight of recyclable materials collected at each state agency office or building, determined as follows:
 - 1) Mixed Office Paper collected from 95-gallon containers, bags of shredded paper, and pallets total actual weight;
 - 2) Bales of SOP total actual weight;
 - 3) Baled Cardboard total actual weight; and
 - 4) Commingled Materials:

- Mixed Aluminum Cans, Tin Cans, and Plastic Bottles total estimated weight; and
- Loose Cardboard total actual weight.
- e. Hours of labor

2.7 Invoicing and Payment Requirements:

- 2.7.1 The State of Missouri shall submit contract payments to the contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with current remittance address and ACH-EFT payment information their at https://MissouriBUYS.mo.gov.
 - a. The contractor must submit invoices on the contractor's original descriptive business invoice form unless the contractor is submitting an integrated electronic invoice (eInvoice) in MissouriBUYS. Each invoice submitted must contain a unique invoice number and the remittance address included in the contractor's MissouriBUYS vendor. The invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx
- 2.7.2 Invoicing By no later than the 10th day of each month, the contractor shall submit a separate, itemized invoice to each state agency office or building that utilized the contractor's recycling services the previous month.
 - a. The contractor's invoices shall specify the following:
 - 1) The state agency offices or buildings where recyclable materials were collected by the contractor;
 - 2) The receptacle sizes at each state agency office or building;
 - 3) The collection frequency of each receptacle; and
 - 4) The firm, fixed price for the collection of the recyclable materials for each receptacle, as indicated on Exhibit A, Pricing Page of the contractor's awarded proposal.
 - b. The contractor shall submit separate invoices to the following state agency locations, whose addresses will be provided by the state agency's Recycling Manager to the contractor within five business days of authorization from the state agency to proceed with contract services:
 - 1) The state agency's SRP;
 - 2) Missouri Department of Transportation;
 - 3) Missouri Department of Conservation; and
 - 4) Missouri National Guard locations that requested services.
 - c. Within five business days after receiving a request by a state agency Recycling Manager, the contractor shall provide separate invoices for each state agency location.
- 2.7.3 Recycling Rebates By no later than the 10th of each month following the month the recyclable material was collected, in the event the value of the recycling rebates is greater than the collection costs for Commingled Materials, the contractor shall issue payments to the state

agency's SRP at the following address:

Office of Administration, General Services State Recycling Program Attn: Recycling Manager Truman State Office Building Room 760 301 W High St Jefferson City, MO 65101

- 2.7.4 Recycling Rebate Payments to the State Agency The contractor's monthly rebate payments to the state agency shall include the total amount due, based on the weight of the collections made by the contractor, to be determined as follows:
 - a. <u>Mixed Office Paper</u> The contractor shall make a rebate payment to the state agency's SRP, based on the total amount of Mixed Office Paper collected at the firm, fixed percentage per ton stated on Exhibit A, Pricing Pages of the contractor's awarded proposal, for SOP as published in the "PPI Pulp & Paper Week", Sorted Residential Papers & News (56), Midwest Market.
 - With each rebate payment to the state agency, the contractor must indicate the market price as published in the "PPI Pulp & Paper Week", Sorted Residential Papers & News (56), Midwest Market. The contractor's pricing must be obtained from a PPI Pulp & Paper Week that was published in the same month and year that the recyclable material was collected.
 - b. <u>Bales of SOP</u> The contractor shall make a rebate payment to the state agency's SRP, based upon the total amount of bales of SOP collected at the firm, fixed percentage per ton stated on Exhibit A, Pricing Pages for SOP as published in the "PPI Pulp & Paper Week", SOP (37), Midwest Market.
 - 1) With each rebate payment to the state agency, the contractor must indicate the market price as published in the "PPI Pulp & Paper Week", SOP (37), Midwest Market. The contractor's pricing must be obtained from a PPI Pulp & Paper Week that was published in the same month and year that the recyclable material was collected.
 - c. <u>Baled Cardboard</u> The contractor shall make a rebate payment to the state agency's SRP, based upon the per ton market price for Cardboard as published in the "PPI Pulp & Paper Week", Brown Grades, Cardboard (OCC11), Midwest Market and the total weight of Baled Cardboard collected for the month, multiplied by the firm, fixed percentage per ton collected, as stated on Exhibit A, Pricing Pages of the contractor's awarded proposal.
 - 1) With each rebate payment to the state agency, the contractor must indicate the market price for the cardboard as published in the "PPI Pulp & Paper Week", Brown Grades, OCC11, Midwest Market. The contractor's market price must be obtained from the "PPI Pulp & Paper Week" that was published in the same month and year that the cardboard was collected.
 - d. Loose Cardboard The contractor shall make a rebate payment to the state agency's SRP, based upon the per ton market price for Cardboard as published in the "PPI Pulp & Paper Week", Brown Grades, OCC11, Midwest Market and the total weight of Loose Cardboard collected for the month, multiplied by the firm, fixed percentage per ton collected, as stated

on Exhibit A, Pricing Pages of the contractor's awarded proposal.

- 1) With each rebate payment to the state agency, the contractor must indicate the market price for the cardboard as published in the "PPI Pulp & Paper Week", Brown Grades, OCC11, Midwest Market. The contractor's market price must be obtained from the "PPI Pulp & Paper Week" that was published in the same month and year that the cardboard was collected.
- 2.7.5 <u>Payments to Contractor for Collection Services for Commingled Materials</u> If the cost of Collection Services for Commingled Materials exceeds the Recycling Rebates, the contractor shall be paid for collection services for Commingled Materials as specified on Exhibit A, Pricing Pages of the contractor's awarded proposal.
- 2.7.6 The contractor shall understand and agree that the contractor will only be entitled to payment for collections from the contractor's receptacles.
- 2.7.7 Other than the payments specified above, no other payments shall be made to the contractor for any reason whatsoever including, but not limited to taxes, travel expenses, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

ATTACHMENT 1

OFFICE PAPER DEFINITION

The following materials shall be considered acceptable for Mixed Office Paper pursuant to the requirements of this document.

White and colored Paper and cardstock (all grades and colors), including, but not limited to:	• opier paper • omputer Paper
	• ax paper
	• edger paper
	• ard Stock
	CR forms (carbonless)
	oad maps
	• egular #10
All envelopes with or without adhesive labels and stamps, and with or without plastic windows, including, but not limited to:	indow
	raft (brown)
	hite
	Adding machine tape
	Post-it notes
Other paper	• File folders (manila)
	Printer paper ream wrappers
	• Shredded paper (in bags)
	• ewspapers
Books or bound materials, regardless of quality of paper or type of binding. Newsprint paper and publications, including, but not limited to:	• elephone books
	O. State Statute Books and Revisions
	• agazines
Glossy and coated paper, including, but not limited to:	atalogs
	unk mail
	1

	ales literature & brochures
	• alendars
	• ublications
	• aper clips
	taples
Non-paper items, including, but not limited to:	• piral and GBC (plastic comb) bindings
	• aper clips
	• ubber bands