

Exhibit 1

List of St. Paul Haulers, LLC Members

Exhibit 1

Advanced Disposal Services Solid Waste Midwest, LLC

Allied Waste Services of North America, LLC d/b/a Republic Services of the Twin Cities

East Metro Environmental

Gene's Disposal Service

Highland Sanitation, Inc.

Garbage Man 1

Garbage Man 2

Ken Berquist & Son Disposal, Inc.

Krupenny & Son's Disposal Service, Inc.

Pete's Rubbish Hauling

R&M Sanitation

Aspen Waste Systems of Minnesota, Inc.

Triangle Rubbish Service

Waste Management of Minnesota, Inc.

Walter's Recycling and Refuse, Inc.

Exhibit 2

Collection Day and Collection Zone Map

Exhibit 3

Cart Management Plan

Exhibit 3

Cart Management: Procedures & Guidelines

1. Transition Plan

1.1 Trash Carts

Current hauler-owned Trash Carts at homes in St. Paul shall be picked up in coordination with the delivery of new City Trash Carts. The delivery schedule shall be coordinated with the Consortium and Consortium Members, so that when the City Trash Carts are delivered, the hauler-owned Carts shall be removed within thirty (30) days of delivery. Exact time frames for Trash Cart delivery and removal will be determined in greater detail as part of the ongoing implementation process with the City.

1.2 Yard Waste Carts

Yard Waste Carts will be owned, managed and inventoried by the Consortium or a Consortium Member. Pick-up and delivery of Yard Waste Carts shall be coordinated by the Consortium and between Consortium Members so the RDU is not without a Yard Waste Cart during the transition. The exact time frames for Cart delivery and removal to be determined in greater detail as part of the ongoing implementation process with the City.

2. Cart Management

This Section is for one-time Cart management around the time of the launch of the new coordinated collection service.

- 2.1 The City will provide a list of addresses and the associated Cart serial numbers to the Consortium. Each Consortium Member is responsible for recording and updating this list with any changes in Carts including serial numbers.
- 2.2 RDU contacts the Consortium Member or is directed by the City to contact the Consortium Member.
- 2.3 RDU is eligible for one free Cart size switch per year (with the exception for new owners, but not new renters). No Cart switching will occur during the first 90 days of service under the new coordinated collection system.
- 2.4 If request is for the same size Cart, the Consortium Member determines whether the Cart replacement requires a fee or if damage was from normal wear & tear/usage of the Cart or cracks or damage from the Cart unloading process, in which case the RDU is not liable for replacement costs. The City will be notified of determination of cause of damage as part of the monthly Cart reporting process.
 - 2.4.1 Exact specifications of what is covered by warranty or what warrants a replacement Cart fee to be determined in greater detail as part of the ongoing implementation process with the City.

- 2.5 If the request is for a different size Cart, the Consortium Member determines whether the RDU has used their 1 free Cart size exchange for the year.
 - 2.5.1 If the RDU has used their 1 free exchange, the Consortium Member shall notify the RDU about the charge to switch sizes.
 - 2.5.2 If the RDU has not used their 1 free exchange, the Consortium Member shall notify the RDU that this is their only free exchange until the following year.
- 2.6 The Cart is to be replaced on a day of the Consortium Member's choosing, no later than 1 week from being notified of the request to exchange Carts. The RDU will be given notice as to the day the swap will be made. The RDU will be instructed to keep the Cart empty for removal.
- 2.7 In the event an RDU did not receive a Cart during the initial distribution, the City shall negotiate a fee with the Consortium to deliver a Cart within seven (7) days from the time of the request.

3. Ongoing Cart Management

This Section is for new account starts and cancellations.

- 3.1 When a property owner moves, the Cart is left at the RDU until the new property owner sets up service. The Consortium Member is not to provide service until the new property owner sets up service.
- 3.2 If the new property owner does not want to use the same size Cart, the RDU is allowed to swap the Cart out for a different size at no charge.
 - 3.2.1 The property owner will be informed that this Cart size change counts as their one free exchange for the year.
- 3.3 The Cart is to be exchanged on a day of the Consortium Member's choosing, no later than 1 week from being notified of the request to exchange Carts. The RDU will be given notice as to the day the swap will be made. The RDU will be instructed to keep the Cart empty for removal.
- 3.4 The Consortium shall remove a Cart or deliver a Cart to a Registered Vacant property as described in Section 2.11 of the Contract.
- 3.5 For new properties and those RDU's that did not receive a Cart during the initial distribution, the Consortium shall deliver a Cart within seven (7) days from the time of the request.

4. Ongoing Cart Management Repairs

- 4.1 To the best of Consortium Member ability, the Cart is to be repaired (or replaced if needed) on site on a day of the Consortium Members choosing, no later than 1 week from being notified of the request for a repair.

- 4.2 If a replaceable component on the Cart is damaged, the Consortium Member is responsible for repairing the Cart. The Cart may be repaired at the RDU or replaced and the Cart repaired elsewhere.
- 4.3 If the Cart cannot be repaired on site, the Consortium Member must notify the RDU that the removal of the Cart to be repaired or replaced will count as a Cart exchange for a fee if one Cart exchange has been recorded to date.

5. Ongoing Cart Management (Inventory Control)

- 5.1 Each Consortium Member will be responsible to store and maintain a variety of sizes of Carts that is representative of supply currently in use per their market share.
- 5.2 The Consortium Member is responsible for tracking repairs and size swaps as well as documenting and handling all warranty requirements.
 - 5.2.1 The Consortium Member is responsible to keep a supply of spare parts (i.e. lids, wheels and axels) to be used for repairs.
 - 5.2.2 The Consortium Member may not recycle or dispose of a Cart without City approval. The City reserves the right to either provide services to recycle or dispose of the Cart or require the Consortium Member to recycle or dispose of the Cart.

Exhibit 4a

Price Worksheet

Exhibit 4.a

All prices shall be in units of "\$ per household per month" (\$ / HH / month) unless specified otherwise

Prices in this schedule are for the base collection and disposal services only without the Ramsey County Environmental Charge (CEC) and the Minnesota State Solid Waste Management Tax, which will be billed to RDUs by the Consortium Members. Prices also do not include other applicable taxes pursuant to Section 3.1.4 of the Contract Agreement to be billed to RDUs as provided for in the Contract..

Disposal costs adjustments will be made for changes (up or down) based on the contracted hauler tipping fees at the Ramsey/Washington Recycling & Energy Center.

Annual increases on the non-fuel portion of the base collection price only (not the disposal price or other prices) will be allowed annually.

Fuel surcharge increases or decreases on the fuel portion of the base collection price only (not the disposal price or other prices) will be allowed annually.

Prices on this Exhibit 4.a, except for disposal, are guaranteed for the first contract period, currently estimated to start on October 1, 2018 and end on December 31, 2019. Annual adjustments thereafter shall be made pursuant to the Contract Section 2.15.2.

Service Level		Collection	+	Disposal <small>(2017 - As Proposed)</small>	=	TOTAL	(Units)
"Base" Trash - Carted Service (\$ per household per month)							
Small cart (e.g., 35-gallon)	Every other week (EOW)	\$9.07	+	\$1.99	=	\$11.06	(\$ / HH / month)
Small cart (e.g., 35-gallon)	Weekly	\$10.88	+	\$2.40	=	\$13.28	(\$ / HH / month)
Medium cart (e.g., 65-gallon)	Weekly	\$11.88	+	\$6.29	=	\$18.17	(\$ / HH / month)
Large cart (e.g., 95-gallon)	Weekly	\$11.88	+	\$7.59	=	\$19.47	(\$ / HH / month)
Trash - Overflow service						\$3.00	(\$ / bag)
Extra per bag outside cart	As needed						
Extra Cart		\$5.00	+	Appropriate disposal price by cart size			(\$ / HH / month)
Bulky Items:							
For small: EOW and weekly Trash service levels, Bulky Waste price for "up to 2" Bulky Waste items for ongoing Bulky Waste collection service, year-round.	As needed					\$1.32	(\$ / HH / month)
For medium and large Trash service levels, Bulky Waste price for "up to 3" bulky items for ongoing Bulky Waste collection service, year-round.	As needed					\$1.99	(\$ / HH / month)
(See Exhibit 4.b for the added charges for Bulky Waste items above the 2 or 3 maximum per year)							
Additional Service Charges:							
Walk up service up to 100 feet (Residents who do not meet criteria for No Charge)	As needed			\$25		per trash cart	(\$ / HH / month)
Walk up service over 100 feet (Residents who do not meet criteria for No Charge)	As needed			\$50		per trash cart	(\$ / HH / month)
Return fee or Off day service pick up	As needed			\$40			(per request)

Cart size change fee (if more than one per year)	As needed		\$25	(per request)
Yard Waste: (Yard waste prices shall be inclusive of collection and processing/composting.)				
Subscription (Ongoing 2019 and beyond):				
Full season yard waste subscription service with a 65 gallon cart (includes up to 8 extra compostable bags outside of cart)	Weekly during season	April 15 through November 30, (weather permitting).	\$120	(\$ / HH / year)
Subscription (Prorated for 2018 only):		October 1 through November 30, 2018 (weather permitting).	\$35	(\$ / HH / remainder of season)
Non-subscription service: Per compostable bag	As needed	April 15 through November 30, (weather permitting).	\$3.00	(\$ / bag)
Holiday Tree Pickup - 6 ft. limit; January 1-15th			"No charge"	
Additional Price: Cart Removal Fee from Vacant Properties			"No charge"	
Additional Price for the Haulers Do the Billing			\$1.99	(\$ / HH / month)

Exhibit 4b

Bulky Price List

Exhibit 4.b Bulky Waste Items

All Prices shall be in units of "\$ per item."

Prices in this schedule are for the base collection and disposal services only without the Ramsey County Environmental Charge (CEC.) without the Minnesota State Solid Waste Management Tax, or without other applicable taxes pursuant to Section 3.1.4 of the Contract Agreement. No additional administrative fees, environmental charges, or fuel surcharges are allowed.

This list is intended as a general guide of the types of Bulky Waste items to be collected in each of the three (3) price categories. It is not intended to be an exhaustive list of all potentially Bulky Waste items eligible for collection under this Contract. Rather, these items represent the size and general handling characteristics as examples under each price category. The Consortium or City may request amendments to this list from time to time.

\$10 Bulky Waste Items	\$20 Bulky Waste Items	\$35 Bulky Waste Items
Car seats Baby or booster seat large/regular Carpet Area rug (3 feet by 5 feet average) Chairs Dining room/desk/kitchen/stool/high chair Children's toys (doll house, big wheel) Additional Holiday tree - Up to 6 feet Holiday tree - 6 feet or taller Doors Bi-fold Dressers Child/nightstand Medicine Cabinets Mirror Small - Up to 3.5 feet in length and width Table Card/plastic Toilets Without tank Vacuum Cleaner Windows Screen Tires Car without rim Truck without rim	Bathtubs Fiberglass Beds Bed frame headboard, footboard Baby Crib Bikes Child or adult Book Case Carpet Pad (5 feet max. length; cut and rolled) Chairs Stuffed or recliner Couches Sectional - each piece (non-sleeper) Desks Child wood Doors Screen or hollow interior shower door Dressers Large Electronic Recyclables Small items like keyboard, VCRs, DVD players Garage Door Opener (Rails must be broken down) Mirrors - Up to 6 feet in length Sinks Bath (single or pedestal) kitchen Tables Coffee or end Tires Car with rim Truck with rim Toilets With tank Water softener (empty only) Windows Single	Appliances - large Non-Freon (washer, dryer, water heater, etc.) Freon (refrigerator, freezer, air conditioner, etc.) Bathtubs Cast iron (must be broken up) Beds Mattress and box spring Carpet - per room (average room size: 12 feet X 12 feet) (5 feet max. length; cut and rolled) Couches Love seats Hide-a-bed couch/frame (mattress-separate item) Futon (mattress-separate item) Desks Metal Doors Interior (solid) exterior siding glass (each piece) Exercise equipment Electronic recyclables *TVs and computer monitors Gas grill (no tank) Lawn mower or snow blower (gas & oil drained) Mirror - 6 feet or larger in length or width Sinks Bath (vanity) Laundry tub (non-concrete) Tables Kitchen or dining room Trampoline Windows Double triple or larger

* TVs larger than 26 inch screens, console TVs and rear projection - \$20.00 surcharge

Exhibit 5

Saint Paul Service Quality and Service Disruption Avoidance Program

Exhibit 5

Service Quality and Service Disruption Avoidance Program

St. Paul Haulers, LLC, leveraging over 700 years of experience in St. Paul, will provide quality, consistent, efficient and effective service with minimal disruptions in accordance with the published city goal to the citizens of St. Paul. The LLC will achieve this objective through a commitment to avoiding service interruptions and through specific minimum expectations across all haulers on wages, safety and training. The LLC commits to the specified compliance plans for each of the four sections listed below. The outlined Service Quality and Service Disruption Avoidance Program ensures that the needs of the city, its residents, the haulers and their employees are met by avoiding disruption of trash collection, by compensating drivers with wages well above both the minimum requirement and the living wage standard, and maintaining highly skilled and safety-conscious team of professional drivers.

1. Service Disruption Avoidance Plan

If any Hauler is unable to service its accounts, the LLC will provide backup service.

Haulers shall perform all obligations of the LLC in a professional and workmanlike manner in compliance with the agreement and abide by all applicable federal, state and local statutes, rules, regulations, ordinances, permits and orders for the City of St. Paul, Ramsey County, the Recycling and Energy Center and the state of Minnesota. Each hauler shall bear all costs of performing the waste collection in its respective Hauling District.

Compliance Plan: For the first six (6) months of the Contract, the City and the LLC will meet at least once per week to review the prior week's service performance. This will identify any gaps in service that have or have not been rectified by the LLC. The LLC will meet with the City a minimum of onetime per month throughout the remainder of the Contract. The City or LLC can schedule a meeting to discuss service performance or contract related issues as needed anytime throughout the term of the Contract.

2. Wage & Benefits Plan

The LLC is committed to paying drivers involved in waste collection of residential customers in St. Paul at a rate well above the Living Wage, as specified in the Saint Paul Living Wage Ordinance. The LLC agrees that individual Haulers shall pay drivers working on St. Paul routes a minimum hourly rate of \$20.00/hour, excluding benefits. This is currently more than double the prevailing minimum wage of \$9.50 and over 50% higher than the Living Wage Standard, excluding benefits. The LLC agrees that individual Haulers shall pay drivers servicing St. Paul residential routes both health insurance and other benefits valued at a minimum of 20% above the base rate of \$20.00/hour (\$4.00 per hour) or pay the drivers the equivalent of such health insurance and other benefits in wages. This will ensure that the Haulers maintain a substantial premium above the living wage standards with and without benefits and above the federal

Drug and Alcohol Policy - Each Member will be required to have a Drug and Alcohol Policy that meets the requirements of the Federal Motor Carrier Safety Administration.

Personal Protective Equipment –All drivers will be required to have the below Personal Protective Equipment and use it when the Member company’s management deems it necessary to the safe completion of their job.

1. Safety Glasses
2. 6 inch lace up boots with steel toe
3. Gloves
4. High Visibility outer layer
5. Hard Hat

New Driver Training - Additionally, drivers servicing residents of St. Paul will have completed a minimum of one week behind the wheel training conducted by a certified driver trainer.

Compliance Plan. Quarterly certification of safety and training programs to include written validation of OSHA training, including training logs. On a recurring basis, the City and St. Paul Haulers will - review the prior quarter’s safety performance with the purpose of identifying any gaps in safety or training that have or have not been rectified by that hauler and/or the hauler consortium. If desired after review of the prior quarter’s service performance, the City or the Haulers can schedule a meeting to discuss the prior quarter’s service performance.

Exhibit 6

Affirmative Action



CITY OF SAINT PAUL

Christopher B. Coleman, Mayor

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**AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY
CONTRACT SPECIFICATIONS**

Definition of Terms:

1. **What is considered City Funds?** money originating from the City of Saint Paul or other federal and state funds. This is defined as money originating from Capital Investment Bonds (CIB), U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG), Federal Low Income Housing Tax Credits (LIHTC), Housing Redevelopment Authority (HRA), Home Investment Partnership Program (HOME), Metropolitan Council funding programs, multi-family Housing Revenue Bonds, Sales Tax Revitalization (STAR), Tax Increment Financing (TIF), and any combination of loans, grants, and land write-down or other funding vehicles.
2. **What is considered a Contract?** (for AA/EEO compliance monitoring, the word "contract" is use to refer to all agreements) a formal agreement between the City of Saint Paul and a contractor or other business. A contract is defined as a development agreement, master contract, a professional service agreement, a purchase order, a service agreement, and any other contract where the City provides funding.
3. **Who is a Contractor?** Any person entering into a contract or agreement with the City of Saint Paul.
4. **Person:** includes natural persons, firms, corporations, partnerships, joint ventures, companies, organizations, for profit and nonprofit, agencies, clubs, groups, or any other association of natural persons, legal entities, or both.

1. The City of Saint Paul Human Rights Ordinance, Section 183.04 of the Saint Paul Legislative Code and Rules Governing Affirmative Requirement in Employment requires persons who have been awarded or enter into a contract with the City that meets or exceeds \$50,000 within the preceding twelve-month period to submit the company's Affirmative Action Program (AAP) to the City for certification.
 - a. There is a fee of \$75 to cover the costs of certifying the affirmative action plan for compliance.
 - b. An Affirmative Action Program (AAP) Registration document is provided by the City for contractor to use as needed in lieu of submitting an AAP. Affirmative Action Program certification shall apply at all times during the performance and term of the contract.
2. The AAP certification document indicates that equal employment opportunity is the policy of the contractor, that the contractor is committed to affirmative action, that the contractor fully supports incorporation of non-discrimination and affirmative action rules and regulations into contracts and agreements, and that the contractor intends to implement those policies.
3. The contractor shall take specific actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. Good faith effort affirmative action steps are as follows but not limited to:

- a. Designating a responsible official to monitor employment activities.
 - b. Maintaining an environment free of harassment, intimidation, coercion and discriminatory acts.
 - c. Establishing and maintaining face-to-face relationships with recruitment sources for people of colors and individual with disabilities.
 - d. Annually reviewing the affirmative action plan activities.
4. If the contractor fails to comply with the requirements of Section 183 of the Saint Paul Legislative Code, its implementing rules, or these specifications, the Director may proceed with appropriate sanctions, including: suspension, termination, cancellation of existing contracts until corrective steps are taken, and declarations of non-eligibility to bid or a combination these.
 5. The contractor shall not enter into any contract or agreement with any person or firm debarred from government contracts under Section 183 of the Saint Paul Legislative Code, Chapter 139 of the Minneapolis Ordinances, Federal Executive Order 11246, or whose state certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section 363.073.

Contact:

HREEO

AA/EEO Contract Compliance Officer

Email: affirmativeaction@ci.stpaul.mn.us

Phone: 651-266-8900

**SUPPLEMENTAL
WORKFORCE INCLUSION GOALS FOR CONSTRUCTION CONTRACTS
Effective July 17, 2017**

The following supplemental AA/EEO specifications shall apply to all contracts for construction which receive City funding. All contractors shall include these Supplemental AA/EEO Specifications for construction contracts in all lower tier contracts for construction work. Developer and Prime contractor shall communicate to all subcontractors the following:

City workforce utilization goals for City funded construction projects of \$50,000 or more are expressed as a percentage of the total hours performed by female and minority construction workers.

**32% Minority Total Project hours
20% Female Total Project hours**

After the contract has been awarded, but before construction begins, all contractors that have been selected to work on the project will be required to meet in a Pre-Construction Conference with the Compliance Officer been assigned to monitor the project. This conference will be held to discuss the utilization goals for minority and women, how the goals will be met, and any problems that may affect the project's ability to achieve the goals.

Every contractor must submit the **Identification of Prime Contractors** identifying the names, addresses, telephone numbers, start date, completion date and nature of work must be listed for the each contractor, as well as all lower tier contractors (including material suppliers).

All lower tier or sub-contractor must complete and submit to the Prime the Mandatory **Project Employment Utilization (PEU)** form indicating the total number of project work hours they anticipate it will take to complete their scope of work on the construction project, the total women work hour and total minority work hours. All contractors must indicate on the bottom of the PEU form if they will meet the goals through their internal work force or by hiring additional employees. If they are unable to meet the goals, they must indicate the reason at the bottom of the PEU form. The Prime must collect and submit all the PEU forms to the City's AA/EEO Compliance Officer at: affirmativeaction@ci.stpaul.mn.us

Workforce inclusion on construction projects is generally monitored via certified payroll in **LCP Tracker**. The LCP Tracker service is a paperless, online system of entering Certified Payroll Reports. Payroll data may be entered directly into the system or uploaded from major construction accounting and payroll programs. In LCP Tracker, contractors are required to select the job classification, gender and race of each individual worker. In the rare instances where LCP Tracker is not used, contractors shall report monthly workforce inclusion manually on the Monthly Employment Utilization (MEU) form.

Failure to make Good Faith Efforts:

Should a contractor fail to make and demonstrate a good faith effort to meet the goals for participation of women and minorities set forth in these specifications, the Director may take appropriate measures to sanction the contractor pursuant to Section 183 of the Saint Paul Legislative Code.

Questions/Concerns:

AA/EEO Contract Compliance Officer

Email: affirmativeaction@ci.stpaul.mn.us

Phone: 651-266-8900

City of Saint Paul

MANDATORY: PROJECT EMPLOYMENT UTILIZATION (PEU)

(To be completed by all contractors performing labor on the job. Please return completed form to the General Contractor or email the completed form to affirmativeaction@ci.stpaul.mn.us)

PROJECT DESCRIPTION _____

CONTRACTOR NAME _____ PRIME _____ SUB _____

ADDRESS _____ TELEPHONE _____

TYPE OF WORK TO BE PERFORMED _____

CONTRACT AMOUNT _____ EST START DATE _____ EST COMPLETION DATE _____

WORKFORCE INCLUSION GOALS (City Funded Projects):

Minority Skilled/Unskilled Hours	32% of Total Project Work Hours
Female Skilled/Laborer Hours	20% of Total Project Work Hours

Please complete the section below and include your company's anticipated construction work hours on the project:

A. TOTAL PROJECT WORK HOURS _____

B. TOTAL MINORITY WORK HOURS _____ %
[(B÷A) × 100]

C. TOTAL FEMALE WORK HOURS _____ %
[(C÷A) × 100]

D. TOTAL NO. OF EMPLOYEES TO WORK ON PROJECT _____

Indicate if company will use current employees and/or hire additional workers to meet the utilization goals for this project. If you are unable to meet the goals, indicate the reason below. Include the name, job title, race, gender and hire date for all current employees in the job categories which will be used on this project:

NAME (PLEASE PRINT)

SIGNATURE

TITLE

DATE

Exhibit 7

Vendor Outreach

VENDOR OUTREACH PROGRAM

Human Rights & Equal Economic Opportunity

The goal of the Vendor Outreach Program (“VOP”) is to encourage contracting with local small business

VOP helps local small, small minority-owned and small woman-owned businesses take part on City contracts. The Saint Paul Administrative Code (chapter 84) governs VOP. Generally, there is a \$50,000 threshold for VOP applicability. A small business set-aside program does exist for contracts under \$50,000, in certain circumstances.

VOP strives to award as many purchases goods, services, and construction to eligible local businesses. The Central (CERT) Certification Program certifies eligible businesses. Generally, there is a goal to award at least 25% of opportunities to certified businesses. The 25% business inclusion is broken down as follows

- 5% to minority-owned business enterprises (MBE)
- 10% to woman-owned business enterprises (WBE)
- 10% to other small business enterprises (SBE).

However, VOP evaluates each project and contract on its own. Goals may vary for several reasons, such as actual available business opportunity.

The federal DBE program will govern certain City contracts. If that is the case, you are subject to DBE requirements and not VOP. If DBE applies, information pertaining to such requirements will be included.

Procedure

Under VOP, you must seek vendors that are currently certified. The searchable database of certified companies is at <https://cert.smwbe.com>. There is information on this page explaining how to get a Vendor List or access. CERT staff will attempt to respond to your request within 2 business days. You will report on VOP through our online Contract Compliance Monitoring Software, B2Gnow.

How a business can be certified

Generally, businesses can be certified if they are located in the eligible area and qualify as a small business. Once a business meets those two qualifications, they can also certify as being woman-owned or minority-owned.

Eligible businesses may be located in any of the following counties: Anoka, Benton, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Stearns, Washington Wright, Pierce (WI), St. Croix (WI).

Whether a business qualifies as small depends on their revenue and their applicable NAICS codes. Certain types of businesses (such as subsidiaries and franchisees) may not be eligible for certification. For specific information please e-mail cert@ci.stpaul.mn.us or call 651-266-8900 and ask for CERT staff.



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**City of Saint Paul
Vendor Outreach Program
Good Faith Effort Standards**

Excerpted From Chapter 84 of the Saint Paul Administrative Code

The steps listed below are not a checklist, but rather a set of guidelines meant to provide various ways to exhibit good faith efforts. This is not an exhaustive list. To truly display a good faith efforts showing within the spirit of the Saint Paul Administrative Code good faith efforts will be evaluated throughout the life of the contract. If a contract fails to meet the VOP goals at the end of the contract, appropriate documentation must be submitted to the Vendor Outreach Coordinator explaining why.

- (a) *Good faith efforts required.* On any contract with the City where a contracting party has failed to meet the established level of certified vendor participation, good faith efforts to meet such levels must be shown. Levels of certified vendor participation are evaluated throughout the duration of the contract.
- (b) *Factors to be considered.* When determining whether a good faith effort has been established the City will consider all relevant efforts, including but not limited to the following factors:
- (1) List each possible subcontract opportunity in the contract, indicating where possible the NAICS Code (or NIGP Code) of such work, seeking the assistance of the department in ascertaining such subcontract opportunities.
 - (2) Obtain access to the CERT Certified Vendor Online Directory or an exported list of the CERT certified businesses from CERT staff and search for current CERT certified SBEs, MBEs and WBEs.
 - (3) Attend all pre-bid and pre-construction conferences to obtain information about the Vendor Outreach Program, the levels of participation of CERT certified SBEs, MBEs, and WBEs, and the outreach requirements herein.
 - (4) Request assistance from local small business related organization; minority and women community organizations; minority and women contractor groups; or other organizations that provide assistance in the recruitment and placement of SBEs, MBEs, and WBEs.
 - (5) Solicit bids from CERT certified SBEs, MBEs and WBEs, which have been identified as being available and capable of performing the necessary work for the business opportunity within the contract within sufficient time for such business to provide a response, but at no time less than (10) business days prior to bid opening, by phone, fax, electronic mail, internet or other social media.
 - (6) Advertising available business opportunities in local papers, minority publications, and women publications.
 - (7) Solicit bids from a minimum of three (3) such certified businesses for each business opportunity available within the contract. Bidders who continuously list the same certified SBEs, MBEs and WBEs as having been contacted and listed as unavailable, when contact has previously been unsuccessful as a result of disconnected phone numbers or returned mail, will not be deemed to have made good faith efforts.
 - (8) Provided plans and specifications; information regarding the location of plans and specifications; or other necessary information regarding the opportunity to SBEs, MBEs and WBEs in a timely manner.

- (9) Where applicable, advise and make efforts to assist interested CERT certified SBEs, MBEs and WBEs to obtain bonds, lines of credit or insurance, or other potential capacity barriers required to perform the contract.
- (10) Submit documentation if responses from CERT certified SBEs, MBEs or WBEs were rejected, giving the complete basis for the rejection and evidence that the rejection was justified.
- (11) Encourage potential SBE, MBE and WBE candidates to become CERT certified.

(c) *Failure to meet good faith efforts.*

- (1) A contracting party who fails to meet established goals and provide sufficient good faith efforts shall be subject to a penalty, the amount of which shall be calculated as follows:

The difference between the established Vendor Outreach Program goal based off of the available business opportunity on the contract that failed to establish good faith efforts and the actual goal achieved/actual amount contracted with CERT certified businesses.
- (2) Additionally, a contracting party who fails to meet established goals and provide sufficient good faith efforts on a project will be deemed a non-responsible bidder and placed on a list of ineligible bidders for a period of one year. During the period of ineligibility, the contracting party may request a review of its subsequent efforts to work with SBEs, MBEs, and WBEs on projects with other entities within the Marketplace for the purpose of being removed from the list and reinstated as an eligible bidder.
- (3) A contracting party found to have failed to provide good faith efforts shall be notified in writing of the determination. The notice must contain the amount of penalty being imposed, the date upon which placement on the ineligible list occurs, and the method for appealing the determination.



CITY OF SAINT PAUL
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VENDOR OUTREACH PROGRAM-PRIME CONTRACTOR PROCESS OVERVIEW

Directions: Once you receive the Vendor Outreach Program Packet from your project manager, please complete the steps in Phase I immediately.

PHASE I: PRIOR TO PROJECT START

- ❖ Locate and identify certified vendors to include in your bid specifications by accessing the CERT certified vendor list on <https://cert.smwbe.com/> (see “Vendor Lists” in the left hand column to request an updated list)
- ❖ Submit VOP ID of Prime & Subs Sheet (this will be an Excel spreadsheet)
- ❖ Log into B2Gnow and click on the relevant project/contract
 - If you do not see your project/contract listed on your dashboard then the contract has not been inserted into the database. Please e-mail Rory.Slater@ci.stpaul.mn.us and provide the contract amount, contract start date, contract end date, and a primary contact person. Please indicate: “Request for B2Gnow Project Setup” in the subject line.
- ❖ The prime must insert all vendors into B2Gnow
 - **NOTE:** Listing all vendors includes first tier, second tier, third tier, etc. subs and suppliers. The prime may delegate to first tier subs to report their second tier subs, and so on.
 - Please go to www.stpaul.diversitycompliance.com and login using your username and password. If you have forgotten your username and/or password, your e-mail address is your username and if you need to reset your password, there is link on the login page that reads “Forgot Password”. Place your username in the field provided and the system will send you a temporary password.
 - Once logged in, click on the contract you wish to add subs. At the top of the page you should see a tab entitled “Subs.” Click on this tab. Once on the page, you should see a button (closer to the top) that reads “Add Subcontractor.” Click this. Once on this page, start typing the company name in the “Vendor” search window. If the vendor is listed in our database a dropdown list should appear. If it is not, then you will need to click the red “Get Vendor.” If, after clicking the red “Get Vendor” you are unable to find the vendor, the vendor will need to be added to the database.
- ❖ Once all subcontractors are added to the database, they will need to be approved before the prime can insert a payment. As a result, **make sure subs are inserted prior to a Draw Request.** If all subs to date are not inserted prior to a Draw Request, **VOP will not approve the Draw Request until the most recent Sub ID sheet corresponds with the subs in B2Gnow.**

PHASE II: CONSTRUCTION:

- ❖ After subs are approved, the prime **must** insert all payments made to the subs by clicking on the “Compliance Audit List” tab at the top of the page.
- ❖ After a payment is entered for a sub, the sub will be notified by B2Gnow and will need to confirm the payment.
 - To “Confirm” a payment the sub will need to login to B2Gnow at <https://stpaul.diversitycompliance.com> . Once logged in, the sub should see the “Data dashboard” form there he/she can click on the appropriate contract and “Confirm” the payment amount made to him/her.
- ❖ **NOTE: If payments to subs are not inserted in B2Gnow and confirmed prior to a Draw Request, this will hold up approval of Draw Requests.**

Directions: When you have completed work on a project, it is very important to signify completion in B2Gnow. This is the final step of compliance.

PHASE III: PROJECT END:

- ❖ Verify that all subs and all payments to subs have been entered into B2Gnow.
- ❖ Verify that the most recent Subcontractor ID Sheet submitted to the Vendor Outreach Coordinator matches up with the entries in B2Gnow.
- ❖ Verify that all subs have confirmed all payments prior to the final draw request.
- ❖ Indicate in B2Gnow that the audit is final.
- ❖ **NOTE: A final Draw Request will not be approved unless everything is up to date and completed in B2Gnow.**

For questions, contact:
Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program
15 Kellogg Blvd. W.
Saint Paul, MN 55102
ContractCompliance@ci.stpaul.mn.us / (651) 266-8904



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

290 City Hall
15 West Kellogg Boulevard
Saint Paul, MN 55102-1681

Telephone: (651) 266-8900
Facsimile: (651) 266-8919
TDD: (651) 266-8977

VENDOR OUTREACH PROGRAM CONTRACTOR COMPLIANCE CHECK-LIST

Directions: Once you receive this Vendor Outreach Program Packet from your project manager, please complete the steps in Phase I immediately.

PHASE I: PRIOR TO PROJECT START

- Locate and identify certified vendors to include in your bid specifications by accessing the CERT certified database at <https://cert.smwbe.com/>
- Submit VOP ID of Prime & Subs Sheet in Excel format (this will be an Excel spreadsheet)
- Verify that your contract is listed in B2Gnow
- The prime must insert all subs that are on the draw request (note: all subs includes second tier subs, third tier subs, etc) into B2Gnow

PHASE II: CONSTRUCTION:

- The prime **must** insert all payments made to the subs by clicking on the "Compliance Audit List" tab at the top of the page
 - o **Prime MUST insert subs prior to a Draw Request.**
 - o **Draw Request will not be approved until current sub ID sheet and/or pay application matches sub list in B2Gnow.**
- Prime must instruct subs to confirm payments prior to submitting a draw request
- Subs will need to approve each of their payments entered by the prime per audit period in B2Gnow
- NOTE: If payments to subs are not inserted in B2Gnow, this will hold up approval of Draw Requests**

Directions: When you have completed work on a project, it is very important to signify completion in B2Gnow. This is the final step of compliance.

PHASE III: PROJECT END:

- Verify that all subs and all payments to subs have been entered into B2Gnow.
- Verify that the most recent Subcontractor ID Sheet submitted to the Vendor Outreach Coordinator matches up with the entries in B2Gnow.
- Verify that all subs have confirmed all payments prior to the final draw request.
- Indicate in B2Gnow that the audit is final.
- NOTE: A final Draw Request will not be approved unless everything is up to date and completed in B2Gnow.**

For questions, contact:
Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program
City Hall 280
Saint Paul, MN 55102
ContractCompliance@ci.stpaul.mn.us / (651) 266-8904



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

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15 West Kellogg Boulevard
Saint Paul, MN 55102-1681

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VENDOR OUTREACH PROGRAM-SUBCONTRACTOR CHECKLIST

PHASE I: PRIOR TO PROJECT START

- Provide prime contractor with a list of all of your subcontractors and suppliers.

PHASE II: CONSTRUCTION:

- Confirm all payments entered by the prime. The database will send you an e-mail instructing you to log in and confirm payments per monthly audit.
- Report your subs and suppliers in B2Gnow, as well as their payments. (See the "Contractor Compliance Checklist" on the previous page for instructions on how to do this).
- NOTE: Draw Requests will be held up until subs confirm payments and report accordingly.**

PHASE III: PROJECT END:

- Make sure you have confirmed all payments made to you by the prime once your work is complete.
- Ensure all of your subs and suppliers have been reported, as well as their payments.
- NOTE: Failure to confirm payments will result in payments being withheld until B2Gnow reflects a payment confirmation.**

For questions, contact:
Human Rights and Equal Economic Opportunity Department
Vendor Outreach Program
City Hall 280
Saint Paul, MN 55102
ContractCompliance@ci.stpaul.mn.us / (651) 266-8904

Exhibit 8

Living Wage

Summary of Saint Paul Living Wage Ordinance

January 31, 2017

The Saint Paul City Council has adopted a new Living Wage Ordinance (File 06-1071). This Ordinance replaces the Living Wage Resolution passed by the Council in 1997 for contracts executed and subsidies given after February 14, 2007.

Application

- The Ordinance applies to the “City” which includes both the City of Saint Paul and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota.
- The Ordinance applies to a (a) City Contract which means a contract and any amendments for services not covered by Administrative Code Section 82.07 valued in the aggregate at \$100,000 or more. A City Contract does not include certain contracts of the Parks Department and Office of Financial Services or contract health care benefits.
(b) City Business Subsidy which means financial assistance with a value of \$100,000 or more in any of the following forms: grant; contribution of personal or real property; reduction in interest rates on a loan which is the present value of the difference in the interest rate given by the City and that rate commercially available to the recipient; reduction or deferral of any tax, assessment or fee; guaranty of any loan, lease or other obligation; tax increment financing; revenue bonds; tax credits; or other City participation. Conduit bonds and infrastructure are not a City Business Subsidy.
(c) City Subcontract which means a contract for services valued at \$100,000 or more to perform a portion of the services described in a City Contract.
(d) Tenant which means the initial for-profit or not-for-profit entity or person that leases from a City Business Subsidy recipient space in the specific location for which the subsidy was given, and if there is more than one such initial entity or person, it means the entity or person that leases the greatest amount of space and any entity or person that leases space of 15,000 or more square feet.

Requirements-Payment of Living Wage

- Any City Contract or City Subcontract must require payment of a living wage for the duration of a contract to each employee who is working pursuant to the contract or subcontract or who is employed in the specific location for which the contract or subcontract is intended to benefit.
- Any recipient of a City Business Subsidy and Tenant must pay a living wage to each employee (and in the case of a Tenant to an independent contractor as well) who is employed in the location for which the subsidy was provided for the longer of the duration of a City Business Subsidy or 3 years.
- A living wage is 130 percent of the federal poverty level for a family of four (**\$15.38 for 2017**) or 110 percent (**\$13.01 for 2017**) if the employer provides basic health insurance as that term is defined in the Ordinance.

Exemptions:

- Entities- The following entities are exempt from paying a living wage: for-profit entity that qualifies as a small business under Minn Stat 645.445; 501(c) entity that qualifies under Minn Stat 645.445, subd. 2; a recipient of a job readiness and training services contract; a recipient bound by a collective bargaining agreement; an intermediary such as a community development corporation, community investment group or community bank, who serve as a pass-through agency for the assistance; and 501(c) entities that are sole source providers of product or service.
- Employees- A recipient of a City Contract, City Subcontract or City Business Subsidy and a Tenant may request and obtain from the City Council exemptions from paying a living wage to the following types of employees: (a) temporary internships

Summary of Saint Paul Living Wage Ordinance

January 31, 2017

intended to provide career exposure to new entrants to the workforce lasting no more than 12 consecutive months; (b) individuals placed as a result of a job readiness or job training program or those persons with serious mental and physical barriers to employment; and (c) seasonal, part-time or temporary employees whose employment does not reduce or offset the work of permanent employees provided that no more than 10 percent of such employees can be exempted and use of such employees is not intended to avoid the requirements of the Ordinance.

Waiver

- The requirements of the Ordinance may be waived by the City Council or HRA Board prior to the execution of a City Contract or City Business Subsidy after a public hearing and a finding of a compelling public purpose.
- After the execution of a City Business Subsidy a recipient who can demonstrate it will suffer an economic hardship due to the occurrence of significant unforeseen circumstances beyond its control may request a waiver.

Reporting

- The City may require submission of a yearly report on compliance by all recipients for the duration of its obligation to pay living wages.

Enforcement/Penalties

- PED will enforce the Ordinance with respect to a City Business Subsidy and will propose regulations to the City Council to administer compliance.
- Office of Financial Services and The Department of Human Rights and Equal Economic Opportunity (HREEO) will enforce the Ordinance with respect to a City Contract and will propose regulations to the City Council to administer compliance.
- Any recipient of a City Contract, City Business Subsidy, City Subcontract or Tenant must provide written notice to its employees of the Ordinance and a copy of the Ordinance.
- Any recipient that fails to meet the living wage requirements of the Ordinance is not eligible for a City Contract or City Business Subsidy in the next contract cycle or calendar year; and must repay a portion of the contract or subsidy depending on the level of noncompliance.

645.445 Small business; definitions

Subd. 2. Small business. "Small business" means a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

- (a) Is not an affiliate or subsidiary of a business dominant in its field of operation; and
- (b) Has 20 or fewer full-time employees; or
- (c) In the preceding fiscal year has not had more than the equivalent of \$ 1,000,000 in annual gross revenues; or
- (d) If the business is a technical or professional service, shall not have had more than the equivalent of \$ 2,500,000 in annual gross revenues in the preceding fiscal year.

Subd. 3. Dominant in field of operation. "Dominant in its field of operation" means having more than 20 full-time employees and more than \$ 1,000,000 in annual gross revenues or \$ 2,500,000 in annual gross revenues if a technical or professional service.

Subd. 4. Affiliate or subsidiary of business dominant in field of operation. "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

Exhibit 9

Billing Timeline

Exhibit 9: Billing Timeline

	C1	C2 (C1+14 days)	C3 (C2+90 days)	C4 (Dates set by City)	C5 (Dates set by City/RC)	C6 (C5-C4) Days from invoice receipt to paying haulers	C7 (C5-C2) Days Late	C8 (C6-C5) Days between when city pays hauler to city files with RC	C9 (Date Set by City/RC)	C10 (Date Set by City/RC)	C11 (C10-C5) Days between City Pays Hauler and Collects 1st 1/2 from RC	C12 (C11-C5) Days between City Pays Hauler and Collects 2nd 1/2 from RC
Service Period	Hauler Invoice RDU	RDJ Payment Due to Hauler (10 bus. days)	90 day Late Notice to City	City Pay Hauler for Delinquent Accounts	City Turn File over to RC for Assessments				City Collects 1st 1/2 from RC	City Collects 2nd 1/2 from RC	City Pays Hauler and Collects 1st 1/2 from RC	City Pays Hauler and Collects 2nd 1/2 from RC
4Q-2018												
October-18	9/20/2018	10/4/2018	1/2/2019	3/1/2019	11/1/2019	58	148	245	7/15/2020	12/15/2020	502	655
November-18												
December-18												
1Q-2019												
January-19	12/20/2018	1/3/2019	4/3/2019	9/1/2019	11/1/2019	151	241	61	7/15/2020	12/15/2020	318	471
February-19												
March-19												
2Q-2019												
April-19	3/20/2019	4/3/2019	7/2/2019	9/1/2019	11/1/2019	61	151	61	7/15/2020	12/15/2020	318	471
May-19												
June-19												
3Q-2019												
July-19	6/20/2019	7/4/2019	10/2/2019	3/1/2020	11/1/2020	151	241	245	7/15/2021	12/15/2021	501	654
August-19												
September-19												
4Q-2019												
October-19	9/20/2019	10/4/2019	1/2/2020	3/1/2020	11/1/2020	59	149	245	7/15/2021	12/15/2021	501	654
November-19												
December-19												
1Q-2020												
January-20	12/20/2019	1/3/2020	4/2/2020	9/1/2020	11/1/2020	152	242	61	7/15/2021	12/15/2021	317	470
February-20												
March-20												
2Q-2020												
April-20	3/20/2020	4/3/2020	7/2/2020	9/1/2020	11/1/2020	61	151	61	7/15/2021	12/15/2021	317	470
May-20												
June-20												
3Q-2020												
July-20	6/20/2020	7/4/2020	10/2/2020	3/1/2021	11/1/2021	150	240	245	7/15/2022	12/15/2022	501	654
August-20												
September-20												
4Q-2020												
October-20	9/20/2020	10/4/2020	1/2/2021	3/1/2021	11/1/2021	58	148	245	7/15/2022	12/15/2022	501	654
November-20												
December-20												
1Q-2021												
January-21	12/20/2020	1/3/2021	4/3/2021	9/1/2021	11/1/2021	151	241	61	7/15/2022	12/15/2022	317	470
February-21												
March-21												
2Q-2021												
April-21	3/20/2021	4/3/2021	7/2/2021	9/1/2021	11/1/2021	61	151	61	7/15/2022	12/15/2022	317	470
May-21												
June-21												
3Q-2021												
July-21	6/20/2021	7/4/2021	10/2/2021	3/1/2022	11/1/2022	150	240	245	7/15/2023	12/15/2023	501	654
August-21												
September-21												
4Q-2021												
October-21	9/20/2021	10/4/2021	1/2/2022	3/1/2022	11/1/2022	58	148	245	7/15/2023	12/15/2023	501	654

Exhibit 10

Access to Private Property Release

November 7, 2017

Insert Name of Property Owner
Street Address
City, State & Zip Code

Re: Consent and Release of Liability for Road and Driveway Damages

Dear _____ :

As you may know, the City of St. Paul recently entered into a contract with a group of trash collectors ("INSERT NAME OF CONSORTIUM") to provide trash collection services to St. Paul residents. In the past, these services were provided by individual haulers in a contract with individual residents.

Because you live off of a privately owned road, the NAME OF CONSORTIUM, needs permission to access your property. If you choose not to grant this permission, your trash will be picked up at the nearest public roadway. If you would like to grant NAME OF CONSORTIUM permission to use your private road to provide you and your residence with residential trash, yard waste, bulky waste and organic and any other collection services performed und the contract between the Consortium and the City ("Collection Services"), you must sign this release and mail it back to the company identified below.

Agreement:

By signing below, you agree to allow NAME OF CONSORTIUM to drive its garbage truck(s) on your road and driveway to provide Collection Services. You acknowledge that all roads and driveways are not made strong enough to carry the weight of garbage trucks and that the garbage trucks used to provide your residence with Collection Services may damage your road, driveway and/or other similar property. You further agree to provide unobstructed access over and across your road and driveway so that Hauler may provide safe and efficient Collection Services.

Accordingly, you hereby consent to the use of your private roadway and/or driveway for Collection Services and agree to release, indemnify, defend and hold the Consortium, Hauler and any member or subcontractor of the Consortium and their respective insurers harmless from any liability for damages to your road, driveway, curb, sidewalk and/or any other similar property damage arising out of Hauler, Consortium or any of Consortium's subcontractors' providing of Collection Services, including, but not limited to, the servicing or retrieval of any cart(s), unless the damages are solely caused by Hauler, Consortium or Consortium subcontractor's negligence or misconduct. By signing below, you also agree that this consent and release may be assigned by Hauler or the Consortium to any other subcontractor used by the Consortium without your written consent.

You further understand and agree that this consent and release is binding upon you and any co-owner or subsequent owner of your property.

This consent and release does not grant any right or privilege to receive Collection Service. The Hauler, the Consortium or their respective designees may terminate Collection Services over and across your roadway and/or driveway at any time upon the occurrence of: (i) your breach of this agreement, including your failure to provide safe and unobstructed access across your private roadway or driveway; (ii) the termination of the Consortium's agreement with the City; or (iii) at the direction of the City. In addition, you may terminate access to your roadway and/or driveway at any time by providing thirty (30) days

advanced written notice to the Hauler at _____ (which shall be delivered via certified mail / return receipt requested). Upon any termination Collection Services will be provided to you for the duration of the agreement between the City and the Consortium at a collection location along the nearest public roadway. Your release and indemnification obligations with respect to Collection Services provided to you during the term of this agreement however shall survive any termination.

You acknowledge that you have carefully read this consent and release, understand its contents and that you are signing as a free and voluntary act. Once you sign below, please mail this release back to [Insert Name of Hauler] at Insert Hauler Address in the enclosed pre-stamped envelope. If you have any questions regarding the content of this letter, please contact Insert Name of Hauler employee at Insert employee's phone number or by email at Insert employee's email address.

Sincerely,

Insert Name of Property Owner

Insert Name of Hauler employee
Job Title

A handwritten signature in black ink, appearing to be a stylized name or set of initials, located at the bottom center of the page.