

**CONTRACT BETWEEN THE CITY OF AUSTIN  
And  
Recollect Systems Inc.  
For  
Digital Solutions for Waste Management**

1 This Contract is between Recollect Systems Inc. having offices at 3381 Cambia St Suite 528, Vancouver, V5Z 4R3 and the City, a home-rule municipality incorporated by the State of Texas using Contractor's Sourcwell NJPA Contract No. 041214-RCS.

1.1 **This Contract is composed of the following documents:**

- 1.1.1 Sourcwell NJPA Number 041214-RCS
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Recollect System Inc. Offer
- 1.1.5 Exhibit C, Non-Discrimination Certification
- 1.1.6 Exhibit D, Non-Suspension or Debarment Certification

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 Sourcwell NJPA Number 041214-RCS
- 1.2.2 This Contract
- 1.2.3 Exhibit A
- 1.2.4 Exhibit B
- 1.2.5 Exhibit C

1.3 **Quantity.** Quantity of goods or services as described in Exhibit B.

1.4 **Term of Contract.** The Contract will be in effect on the date executed by the City (Effective Date) and shall remain in effect for sixty (60) months or the City terminates the Contract.

1.5 **Compensation.** The Contractor shall be paid a total not-to-exceed amount of ~~\$39,367.75~~ <sup>\$46,010.62</sup> for the initial 12 month contract term and \$39,367.75 for option 1 and \$39,367.75 for option 2 and \$39,367.75 for option 3 and \$39,367.75 for option 4 for a total not-to-exceed amount of \$196,838.75 for all fees and expenses upon completion of the Scope of Work as described herein.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

RECOLLECT SYSTEMS INC.

CITY OF AUSTIN

Luke Closs

Printed Name of Authorized Person

*Closs*

Signature

Director of Operations

Title:

12/4/2019

Date:

Jane Neal

Printed Name of Authorized Person

*Jane Neal*

Signature

Procurement Specialist II

Title:

12/4/2019

Date:

Exhibit Listing

Exhibit A	Supplemental Terms
Exhibit B	Recollect Systems Inc. Offer
Exhibit C	Non Discrimination Certification
Exhibit D	Non Suspension or Debarment Certification

**Exhibit A  
Supplemental Terms**

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Tim Adkins by Phone: 1-360-219-9789 , Email: [Tim@recollect.net](mailto:Tim@recollect.net) . The City's Contract Manager for the engagement shall be Kimberly Hall Phone: 512-974-1950 Email: [Kimberly.hall@austintexas.gov](mailto:Kimberly.hall@austintexas.gov)

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management (CTM)
Attention	Accounts Payable
Email Address	<a href="mailto:CTMAPInvoices@austintexas.gov">CTMAPInvoices@austintexas.gov</a>

3. **Travel Expenses.** Travel expenses are not authorized under this Contract.

4. **Equal Opportunity**

4.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

4.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

5.1.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

5.1.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

Exhibit B

**ReCollect**  
DIGITAL SOLUTIONS  
for WASTE MANAGEMENT

Date: September 18th, 2019	Expiration date: October 31st, 2019
Sourcewell (NJPA) Awarded Contract #041217-RCS	Sourcewell Member ID: 18212
Quote #: 19ATX-2.2	Organization: City of Austin
Name: Krista Roberts	Address: 124 W 8th St Rm 310, Austin, TX 78701-2302

Annual Subscriptions

Product Name	SKU	List Price	Offered Price
Collection Calendar	SW-Cal	\$15,950.00	\$15,153.00
Waste Wizard	SW-Wiz	\$6,950.00	\$6,603.00
Sorting Game	SW-Game	\$4,950.00	\$4,703.00
Special Collection	SW-SC	\$9,950.00	\$9,453.00
Web App	SW-Opt-Web	Included	Included
Mobile App	SW-Opt-Mobile	\$6,950.00	\$6,603.00
Text Messaging	SW-Opt-SMS	\$4,000.00	\$3,600.00
Standard Maintenance and Support	Pkg-Sup-Std	\$0.00	Waived
Discounted Subtotal			\$46,315.00
Bundle Discount			\$6,947.25
Total Annual Price			\$39,367.75
Pro-rated fee for Special Collection (November 1, 2019 - March 31, 2020)			\$3,910.65
Pro-rated fee for Mobile App (November 1, 2019 - March 31, 2020)			\$2,731.62

One-Time Products

Product Name	SKU	List Price	Offered Price
Special Collection Implementation	SW-Impl-SC-Std	\$0,363.00	\$0.00
Standard Mobile App Implementation	SW-Impl-Mob-Std	\$1,737.50	\$0.00
Subtotal			\$0.00
Total Price			\$0.00

Totals

Annual amounts due	Year 1	\$39,367.75
	Year 2	\$39,367.75
	Year 3	\$39,367.75
	Year 4	\$39,367.75
	Year 5	\$39,367.75

\$ 46,010.02

Standard Conditions:

1. All references to dollars or "\$" above refer to United States dollars.
2. Based on a 60-month Service Agreement.
3. Payment terms are Net 30 with annual invoicing.
4. Prices valid through expiration date.
5. Service not to exceed a population of 1,000,000.
6. Service Schedule attached.
7. This quote is subject to the Terms and Conditions outlined at <https://recollect.net/terms-101>.

To move forward with this quotation, please request a "Service Agreement" or issue a Purchase Order to [tim.adkins@recollect.net](mailto:tim.adkins@recollect.net).

## SERVICE SCHEDULE

### Collection Calendar (can)

- **Schedule look-up tool:**
  - People can search for their collection schedule by entering their address.
  - Predictive search allows for various address formats.
  - Schedules can shift to account for holidays and can handle any level of complexity.
  - Schedules can show multiple and configurable collection types, such as recycling, yard waste, organics, or christmas tree collection.
  - Schedules can display other events, such as household hazardous waste days.
  - Schedules can be address-specific, allowing cities to show different collection schedules or options for residential, multi-family and/or commercial addresses.
  - Addresses searched that are in neighbouring municipalities can generate a custom message with hyperlink directing these users back to the responsible authority.
- **Reminders and print calendars:**
  - People can sign up for collection day reminders via email, Twitter, Text Message (with Text Messaging add-on), or automated phone call.
  - Schedules can be embedded into Outlook, Apple Calendar, or Google Calendar.
  - Reminders can shift to account for holidays.
  - Free printer-friendly collection calendars unique for every address.
  - Include custom branding on notifications: use your logo, background image, color palette to shape the look and feel and reinforce your brand.
- **Campaigns**
  - Add educational content to reminders, the web app and mobile app.
  - Let people know about upcoming events, common mistakes or other informative content that can help increase recycling, lower support calls and reduce contamination.
  - Educational campaigns can target people in certain collection routes.
- **Service Alerts**
  - Send out notifications about collection delays, or other important announcements.
  - Send service alerts to everyone enrolled in reminders, or filter by collection route or a geographic location drawn on a map.
- **Proactive Calendar updates**
  - Optionally, we can provide calendars for each upcoming year for you to approve.
  - Unapproved calendars are not visible to residents until you decide they are correct.
- **Admin Console**
  - Activity & Reporting dashboard - get detailed stats about how people are using ReCollect.
  - Easily update the collection schedule anytime with drag & drop interface.
  - Add new streams or events.
  - Add educational content to reminders at any time - let people know about upcoming events, common mistakes, or other important information.
  - Monthly activity report emailed to staff, or check the live dashboards anytime.

## Waste Wizard - Overview

- Waste Wizard material search
  - People easily search for how to dispose of different materials
  - “Fuzzy” search technology, meaning that results are returned regardless of any typos or misspellings
  - Pre-existing database of thousands of items to help you get started
    - You can add, modify, and delete items and their instructions at any time
    - You can create “aliases” for materials that have more than one name (e.g. soda and pop)
- Depot Guide
  - Include locations and items that may be dropped off at depots or other locations
  - Depots can be sorted by actual driving distance from your home (if an address was provided)
  - Depots are shown on a map with estimated driving times
  - Optionally add a tab to the Web App which lists all depots on a single map
- Admin Console - administrators can, at any time:
  - Access Activity & Reporting dashboard - get detailed stats about:
    - usage
    - most searched for items
    - items searched for that are not in the wizard (so they can be added)
  - Update the wizard, including:
    - Adding or editing items, setting their stream (trash, recycling, depot, bulk collection, etc.)
    - Set special instructions for each item.
    - Include depots, landfills and drop off locations, customize content to include map and location results, hours of opening.
    - Add “synonyms” to items so that local variations in terminology, along with common spelling mistakes and typos will give the correct result.
  - Download a Monthly activity report, or have it automatically emailed to staff.

## Waste Sorting Game Overview

- Player is presented with a series of materials, each of which must be dragged into the correct stream before proceeding to the next. An incorrect choice requires the player to choose again.
  - After the completion of the level (six correct choices), the player is rewarded with a choice of items from which to construct their personal, virtual park.
  - After completing all five levels, the player is presented with the opportunity to create and print a certificate of completion.
- Customization - the following aspects of Game will be customized to reflect the municipality and its configuration of solid waste services:
  - Cityscape — to reflect the municipality’s skyline/landmarks
  - Collection streams — associate materials with curbside and drop-off services. Customize depot names, cart (or bin) shapes and colours.
  - Name of the game.
  - Additional two illustrations for materials or rewards not yet available.
- Metrics - Game aggregates usage data to provide the following metrics to administrators:
  - A virtual waste audit - the number of wrong guesses associated with the most frequently wrongly placed materials, and the number of times for each material in each wrongly chosen waste stream.
  - Monthly reporting of number of game plays and top misunderstood items.

## Text Messaging

- People can receive reminders and alerts via Text Message
- Text Messages come from a 5-digit "short code", which are fast and guaranteed to be delivered, unlike 10-digit numbers
- ReCollect's Text Message service complies with telecommunication industry anti-spam regulations:
  - Signing up for Text Message reminders requires the confirmation of a phone number, preventing someone from accidentally or maliciously enrolling someone else's phone number in the service.
  - People are regularly informed about how to use the service (e.g. that they can reply HELP for more information, or STOP to end the service)
- ReCollect does not charge individual end-users for the use of this feature. However, mobile carriers may charge standard messaging rates.

## Special Collection

- Enable people to schedule special collections, ideal for:
  - White goods (appliances),
  - Brush, or
  - Household hazardous waste.
- Allow people to select a preferred collection date, or automatically select one based on a person's collection schedule or geographic location.
- Optionally, allow people to choose the item(s) from a list of allowed items in your collection program.
- Restrict the booking of special collections by:
  - Number of collections available per day, month, or year;
  - Certain routes or geographies;
  - Number of items per booking.
- Collect additional contact information along with the special collection request, such as:
  - Name,
  - Phone number,
  - Account number, and
  - Apartment number.
- Set a deadline for cancelling special collections
  - This can be specified as cutoff time either one or two days before the collection occurs.
- People will receive reminders in advance of the day their special collection is scheduled.
  - Prompt customers with an appropriate window of time to cancel so that trucks do not make wasted trips.
- Receive a daily dispatch report with all special collections requested for the current or next day, including:
  - Contact information,
  - The address where the collection should occur, and
  - The item(s) needing collection.
- Integrate Special Collection with your ticketing system (with the addition of a ticketing implementation product), so that requests are created as tickets in your existing ticketing system.

## Mobile App

- Free mobile apps available in the Apple App Store and the Google Play Store.
- Native iPhone and native Android apps, meaning they look sharp and are intuitive to users.
- White-Labeled custom branding on mobile apps allows you to use your logo, background image, color palette, and messaging to shape the look and feel, and reinforce your brand.
- Need Help:
  - People can select from a list of common help topics.
  - People can learn how to solve problems by themselves, or report them as tickets.



Tickets can be automatically forwarded by email or into a 3-1-1 system (with purchase of a ticketing integration).

- **Accessibility:**
  - Exceeds WCAG 2.0 Level AA, Section 508 compliance, and any other regulatory or legal accessibility compliance requirements for users with disabilities.
  - ReCollect's Mobile Apps are regularly audited by a certified accessibility auditor.

### Standard Special Collection Implementation Overview

- **You will receive:**
  - Our Special Collection Setup Guide, which walks you through defining the requirements for the Special Collection implementation
- **You provide us with the following:**
  - Your address data, if we don't already have it.
  - The filled out Special Collection Setup Guide.
- **We provide:**
  - An initial configuration of the Special Collection tool, including rules around when and how requests can be made
  - A kickoff call, and meetings throughout the implementation.
  - Administrator training.
  - Total implementation hours not to exceed 12 hours in aggregate among ReCollect Staff.

### Standard Mobile App Implementation Overview

- **You will receive:**
  - A Mobile App Design Guide, which steps your team through the process of choosing the name and design for your app.
  - A Mobile App Account Setup Guide, which walks you through the steps of creating app store accounts.
  - A Promotion Guide to help you promote your new mobile app.
- **We provide:**
  - Support while you set up your mobile app store accounts
  - Mobile app artwork (Splash Screen, App Icon, etc.) created by our designer to meet your requirements (alternatively, you can provide us with your own artwork)
  - Up to two alterations to mobile app artwork based on your feedback.
  - We will prepare your app for release within one week (after your artwork has been finalized and we have access to your mobile app store accounts).
  - Total implementation hours not to exceed 15 hours in aggregate among ReCollect Staff.

### Maintenance and Support Overview

- Dedicated Customer Success representative.
- 24/7 uptime and performance monitoring
- 12/5 email support (Monday - Friday, 5am to 5pm Pacific)
- Data maintenance
- Enrollment in the ReCollect Academy
- **Service Times:**
  - Answers to general questions within two business days
  - Data changes within 2 weeks
  - Technical investigation within 2 weeks
  - Unlimited end-user requests within two business days
  - Up to 15 hours of configuration work per year (e.g. data imports and exports, route changes, help with campaigns and alerts, etc.)

**Exhibit C**  
**Non Discrimination Certification**

**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 4th day of December, 2019

CONTRACTOR  
Authorized  
Signature

ReCollect Systems



Title


Director of Operations

**Exhibit D**  
**City of Austin, Texas**  
**Section 0805**  
**NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: ReCollect Systems

Signature of Officer or  
Authorized  
Representative:  Date: 12/4/2019

Printed Name: Luke Closs

Title: Director of Operations

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

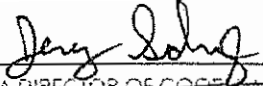
NJPA Contract #: 041217-RCS

Proposer's full legal name: ReCollect Systems Inc.

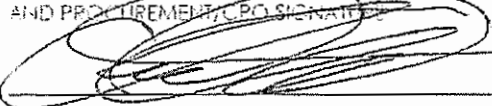
Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be July 7, 2017 and will expire on July 7, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
\_\_\_\_\_  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
\_\_\_\_\_  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on July 6, 2017

NJPA Contract # 041217-RCS

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name ReCollect Systems Inc

Authorized Signatory's Title DIRECTOR OF OPERATIONS

  
\_\_\_\_\_  
VENDOR AUTHORIZED SIGNATURE

Luke Cross  
\_\_\_\_\_  
(NAME PRINTED OR TYPED)

Executed on July 6, 2017

NJPA Contract # 041217-RCS