

ADVERTISEMENT
City of Raleigh
Solid Waste Services
Request for Proposals
Processing and Marketing of Recyclables

PROJECT INFORMATION:

The City of Raleigh is seeking proposals from qualified firms for the purpose of processing and marketing recyclable materials collected by City crews from within its established corporate limits.

Under the terms of this proposal, the Contractor will process and market recyclable materials collected by City crews from approximately 75,000 single family residents, approximately 50,000 multi-family residents and from five to ten drop off recycling centers. Combined annual estimated tonnage currently collected is 14,800 tons.

The contract will begin on July 1, 2001 and terminate on June 30, 2004. The contract may be extended for two one-year terms at the City's option. Proposals must be submitted on City approved forms. The City of Raleigh reserves the right to reject any or all proposals in whole or in part.

A Pre-Bid Conference will be held on Wednesday, October 25, 2000 at 10:00 a.m. in Room 112 at the Avery C. Upchurch Building located at 222 W. Hargett St., Raleigh, NC. All proposals are due in by 2:00 p.m. for Public Opening on Tuesday, November 7, 2000 and must be addressed to: Mr. Ellis Wheeler, Purchasing Agent, City of Raleigh, PO Box 590, Raleigh, N.C. 27602. Telephone: (919) 890-3240. Bid opening will be in Room 112 of the Avery C. Upchurch Building.

For further information, proposal forms, copies of the complete Request for Proposals document, or any questions, contact: Mr. Gerald Latta, SWS Director, City of Raleigh, PO Box 590, Raleigh, N.C. 27602. Telephone: (919) 831-6890.

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Solid Waste Services
Request for Proposals
Processing and Marketing of Recyclables

PROJECT INFORMATION:

The City of Raleigh is seeking proposals from qualified firms for the purpose of processing and marketing recyclable materials collected by City crews from within its established corporate limits.

Under the terms of this proposal, the Contractor will process and market recyclable materials collected by City crews from approximately 79,000 single family residents, approximately 50,000 multi-family residents and from five to ten drop off recycling centers. The combined annual estimated tonnage currently collected is 14,800 tons, broken down as follows:

Single Family Residents Estimated Annual Tonnage:	12,200
Multi-Family Residents Estimated Annual Tonnage:	1,150
Drop Off Centers Estimated Annual Tonnage:	1,450

Estimated Current Mix of Required Materials:

	Single Family and Multi-Family	Drop Off Centers
ONP/OMG/White Paper	72%	62%
Clear Glass	9%	11%
Brown Glass	9%	11%
Green/Blue Glass	3%	6%
Steel Cans	2%	3%
Aluminum Cans	2%	2%
#1 and #2 Plastic Drink Bottles	3%	5%

The drop off centers also accept corrugated cardboard. Estimated annual tonnage for corrugated cardboard is 500 tons.

The Contractor shall, at the City's option and with sixty (60) days written notice, also accept, process and market all #1, #2, #5 and #7 plastic bottles, aluminum foil, chipboard, corrugated cardboard (already collected at drop off centers), and/or mixed paper collected by the City. There shall be no change in the price quoted in the Contractor's proposal. If any grades of paper are added, they will be combined with newspaper, white paper and magazines and catalogs on City trucks. If any plastics are added, all plastics, including those now collected, will be mixed together on City trucks. It will be up to the Contractor to sort the various grades of paper and/or plastic resins as appropriate after the truck is unloaded.

The Contractor shall, at the City's option and with sixty (60) days written notice, also accept, process and market aseptic containers, gable-top containers and/or plastic six-pack rings. The Contractor shall add any or all of these materials to the program at the price quoted in the Contractor's proposal.

Materials delivered to the Contractor under this contract shall be used for recycling into new products.

Disposal in a landfill, incineration, and all other non-recycling uses of materials delivered to the Contractor is expressly prohibited and will constitute a substantial violation of the contract and may result in termination of the contract.

Proposals to accept, process and market either separated or commingled materials are acceptable as long as:

- no net increase in sorting on City trucks is required, and
- the Contractor can demonstrate conclusively that it will recycle at least 97% of all materials collected under the contract. Materials other than the recyclables listed in the contract will not be considered residue for the purpose of calculating the 3% limit.

Failure to meet the 97% performance standard will be considered a substantial violation of the contract.

Performance Standard for Recycling: The contractor shall demonstrate to the City's satisfaction that it is recycling at least 97% of all recyclable materials collected under the contract. Disposal in a landfill, incineration, and all other non-recycling uses of more than 3% of the recyclable material delivered under this contract is expressly prohibited and will constitute a substantial violation of the contract. Disposal of materials not identified as recyclables under this contract will not count against the 3% limit.

Should a load of materials from a drop off center contain what the Contractor regards as an unacceptable level of contaminants (more than 3%), the Contractor shall so inform the City's vehicle operator. The Contractor shall furnish the vehicle operator with a weight ticket indicating the weight of the contaminated load and a specific description of the type and extent of contamination. The Contractor shall accept and market the materials unless excused from doing so by the Solid Waste Services Director. Reduced payment for contaminated loads shall be subject to the approval of the Solid Waste Services Director. The Contractor shall inform the Solid Waste Services Director the same day an unacceptably contaminated load is received.

The processing facility must:

- be capable of efficiently serving City recycling vehicles,
- be located at a site acceptable to the City,
- meet all applicable zoning and regulatory requirements, and
- be operated on a schedule approved by the City.

The processing facility must be available for City vehicles to unload for at least the hours of 7:30 a.m. – 5:00 p.m., Monday through Friday, and for such other hours as may be necessary to service City vehicles. Additional hours will sometimes be necessary on two hours notice to the Contractor. There will also be several days each month where additional hours can be expected because of the heavy loads that occur when there are three weeks between curbside collections.

Efficient service for City vehicles shall include providing a total turnaround time not to exceed twenty-five (25) minutes from the time of arrival at the Contractor's facility to the time of departure from the facility. Service time in excess of thirty minutes shall be subject to a demurrage (demurrage, the detention of a cargo conveyance during loading or unloading beyond the scheduled time of departure) charge at the rate of \$20 per half-hour or part thereof. Demurrage charges will not be applied when the delays are clearly beyond the control of the Contractor. Examples: A vehicle not operated by a Contractor

employee causes an accident in the unloading area or at the entrance to the facility; a violent crime results in the incapacity of Contractor employees at the processing center; a natural disaster (flood, tornado) damages the equipment at the site. Examples of cases where demurrage charges will apply: City trucks are delayed in entering or leaving the facility because of Contractor equipment problems, or because employees fail to show for work as scheduled, or because of a large number of trucks arriving at about the same time.

The City will not under any circumstances pay any fees for the acceptance, processing, and marketing of recyclables. Proposals including a tipping fee or any similar arrangement will be rejected. All costs of establishing and providing a processing and marketing services shall be the sole responsibility of the Contractor regardless of market conditions.

Criteria for the award of the contract will include:

- Highest payment for recyclables,
- Number of types and weight of materials to be recycled,
- Bidder's experience and service record providing similar services,
- Ability to provide service July 1, 2001,
- Location of processing facility and proposed operations plan,
- Clarity and responsiveness of bid proposal,
- Demonstrated financial and management capacity of the Contractor to fulfill contractual obligations.

The City will award a contract which, in the judgment of the City, provides the best combination of low residue (3% or less), excellent customer service, and greatest sales revenues.

Payments to the City for materials processed and marketed under the contract may be based on a fixed price per ton or a combination of fixed price and shared revenues. Payments must be the same per ton for the combined weight of all materials, without regard to the mix of the materials. Proposals to share revenues must state the dollar value of the prices offered as of October 1, 2000. The Contractor shall guarantee payment of the stated value through the term of the contract. Prices and payments to the City shall be based on 100% of tonnage delivered to the Contractor by City forces and by Contractor forces under this contract.

The Contractor's financial records for services performed under this contract shall be subject to review by the City or its agent during business hours as necessary to confirm the revenues received by the Contractor for materials accepted under this contract. The methods used to document materials processed and revenues payable under this contract shall be subject to City approval, and shall be agreed upon prior to the award of the contract.

The Contractor will pay the City for materials collected under the contract on a monthly basis. The Contractor will also provide the following minimum information on a monthly basis:

- The weight of the materials collected in each of the City's recycling programs (curbside, multi-family and drop off),
- A detailed listing of the weight and weigh ticket number for each load of recyclables received under the contract,

- The basis for calculation of the payment to the City of Raleigh the most recent price received by the Contractor for each of the types of materials collected by the City,
- The weighted average price received for all materials collected by the City.

The payment to the City and the required information shall be submitted by the fifteenth of each month for the previous month.

The Contractor shall maintain such insurance as is necessary to protect the Contractor from claims under Worker's Compensation acts, and such other insurance as is needed to protect the Contractor from any claims for property damage and personal injury, including death, which may arise directly or indirectly from the negligence or willful misconduct of the Contractor, its agents, and employees in the services and activities performed under this contract. A certificate of insurance naming the City as an additional insured and a comprehensive general liability policy providing coverage of at least one million dollars (\$1,000,000) for bodily injury, per occurrence and aggregate, are provided to the City by the Contractor with this contract. The Contractor's insurance shall be with a company admitted with the State of North Carolina.

The Contractor shall indemnify, save and hold harmless the City and all its officers, agents, or employees from all suits, claims, and liabilities of any nature whatsoever arising out of or due to breach of the contract by the Contractor or its agents or employees, while engaged in any work related directly or indirectly to the performance of this contract. The Contractor will not be liable for damages to property or injuries to persons directly caused by or resulting from the negligence of the City or any of its officers, agents, or employees. The parties agree that one percent (1%) of the total compensation for this agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity of the City, and that this 1% is reflected in the proposal(s) made by the Contractor to the City for performance of recycling services.

The Contractor shall not discriminate on account of age, handicap, sex, race, color, creed, sexual orientation or national origin with reference to the subject matter of this contract, no matter how remote.

The City, in the event of a substantial violation of the contract, or if the Contractor disregards law or ordinances, or instructions of the Solid Waste Services Director consistent with the terms and intent of this contract, may terminate the contract with the Contractor. If the City determines that grounds exist for termination of the contract, the City may, without prejudice to any other right or remedy, terminate the employment of the Contractor upon thirty (30) days written notice. The City reserves the right to obtain the contracted services with another Contractor upon termination of this contract. The Contractor shall pay to the City the amount of the expense incurred and/or the revenue lost by the City due to failure of the Contractor to perform. The City will not submit to binding arbitration for any contractual dispute.

In the event the agreement is cancelled by the City due to substantial violations by the Contractor, or if the Contractor is unable to perform due to bankruptcy or insolvency, the Contractor agrees to sell, at the request of the City, the equipment used in fulfilling this contract. Equipment shall be sold to the City for the original purchase price less 1.5% per month in depreciation from the date of the original purchase.

Assignment and/or subcontracting of Contractor's rights and duties under this contract is prohibited without the prior written approval of the City.

The Contractor shall provide a performance bond or letter of credit for \$250,000 prior to award of the contract.

The contract will begin on July 1, 2001 and terminate on June 30, 2004. The contract may be extended for two one-year terms at the City's option. Proposals must be submitted on City approved forms. The City of Raleigh reserves the right to reject any or all proposals in whole or in part.

The City of Raleigh reserves the right to require conclusive evidence of the financial and management capacity of a bidder to fulfill contractual obligations prior to award of the contract. This includes, but is not limited to, independently audited financial statements; the experience, work history, and other relevant information for key personnel; listing of the contracts and contact person/references for solid waste services provided for other customers; listing of buyers and contacts for the recyclables covered by the proposal; and disclosure of any outstanding legal claims. The City will protect as confidential any proprietary information supplied pursuant to this requirement.

A Pre-Bid Conference will be held on Wednesday, October 25, 2000 at 10:00 a.m. in Room 112 at the Avery C. Upchurch Building located at 222 W. Hargett St., Raleigh, NC. All proposals are due in by 2:00 p.m. for Public Opening on Tuesday, November 7, 2000 and must be addressed to: Mr. Ellis Wheeler, Purchasing Agent, City of Raleigh, PO Box 590, Raleigh, N.C. 27602. Telephone: (919) 890-3240. Bid opening will be Room 112 of the Avery C. Upchurch Building.

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City of Raleigh
Solid Waste Services
Bidder's Proposal
For Processing and Marketing Recyclable Materials
Part I

DATE _____

COMPANY NAME:

A – Describe the payment schedule(s) you are offering for the required recyclable materials as listed in the Request for Proposal document.

1. Fixed price per ton for combined weight of all materials of \$ _____ per ton.

Or

2. Combination fixed and variable (shared revenue) price for combined weight of all materials: please describe and indicate the price per ton that would have been applicable under this proposal as of September 1, 2000.

B – Additional materials: Remember if any grades of paper are added, they will be combined with newspaper, white paper and magazines and catalogs on City trucks. If any plastics are added, all plastics, including those now collected, will be mixed together on City trucks. It will be up to the Contractor to sort the various grades of paper and/or plastic resins as appropriate after the truck is unloaded.

Indicate the effect on pricing per ton (for all materials combined) if the following materials are added to the program.

	INCREASE of:	DECREASE of:	No Effect (X)
All #1 & #2 plastic bottles	\$ _____ /ton	\$ _____ /ton	_____
All #1 & #2 plastics	\$ _____ /ton	\$ _____ /ton	_____
#5 plastic bottles	\$ _____ /ton	\$ _____ /ton	_____
#7 plastic bottles	\$ _____ /ton	\$ _____ /ton	_____
Mixed paper	\$ _____ /ton	\$ _____ /ton	_____
Chipboard/boxboard	\$ _____ /ton	\$ _____ /ton	_____
Aluminum/tin foil:	\$ _____ /ton	\$ _____ /ton	_____
Aseptic containers:	\$ _____ /ton	\$ _____ /ton	_____
Gable-top containers:	\$ _____ /ton	\$ _____ /ton	_____
Six-pack plastic rings:	\$ _____ /ton	\$ _____ /ton	_____

City of Raleigh
Solid Waste Services
Bidder's Proposal
For Processing and Marketing Recyclable Materials
Part I

DATE _____

COMPANY NAME:

A – Describe the payment schedule(s) you are offering for the required recyclable materials as listed in the Request for Proposal document.

3. Fixed price per ton for combined weight of all materials of \$_____ per ton.

Or

4. Combination fixed and variable (shared revenue) price for combined weight of all materials: please describe and indicate the price per ton that would have been applicable under this proposal as of September 1, 2000.

B – Additional materials: Remember if any grades of paper are added, they will be combined with newspaper, white paper and magazines and catalogs on City trucks. If any plastics are added, all plastics, including those now collected, will be mixed together on City trucks. It will be up to the Contractor to sort the various grades of paper and/or plastic resins as appropriate after the truck is unloaded.

Indicate the effect on pricing per ton (for all materials combined) if the following materials are added to the program.

	INCREASE of:	DECREASE of:	No Effect (X)
Aseptic drink boxes:	\$ _____ /ton	\$ _____ /ton	_____
Gable-top containers:	\$ _____ /ton	\$ _____ /ton	_____
Six-pack plastic rings:	\$ _____ /ton	\$ _____ /ton	_____

City of Raleigh
Solid Waste Services
Bidder's Proposal
For Processing and Marketing Recyclable Materials
Part II

DATE _____

COMPANY NAME:

Describe your plan for processing materials, beginning with the unloading of collection vehicles and ending with the shipping of materials from your facility. Identify the equipment that will be used at the processing center, the flow of materials at the facility, and the number and general job duties of personnel to be employed at the center. Attach additional sheets as necessary.

INSTRUCTIONS TO CONTRACTORS AND REQUIREMENTS AS TO FORM FOR CITY OF RALEIGH CONTRACTS

DO NOT REMOVE FROM CONTRACT

Please observe the following in executing the attached document:

(1) The City of Raleigh may contract with three types of legal entities.

(a) If the agreement is with an Individual, that individual should sign the agreement exactly as his/her name is set out. If the Contractor is with an individually-owned business, the Contract should be with the individual owner, and not the named business.

(b) Execution on behalf of a Corporation should be by the president or a vice president, attested by the corporate secretary, with the corporate seal affixed. An official other than the president or vice president should attach documentation of his/her authority to execute and bind the company.

(c) If the agreement is with a Partnership, all members of the Partnership should execute unless an authorized partner is designated to execute. Documentation of such should be attached.

(2) The Contractor signs the Contract and his/her signature should be notarized.

(3) After signing the Contract, the appropriate notary's acknowledgment, either in the corporate form or individual/partnership form should be completed.

(4) The Bonds/Insurance Policies should be attached to the Contract package as ATTACHMENT B. They should be signed by the Contractor, and his signature should be acknowledged with the appropriate acknowledgment form. Next, the bonds/policies, in approved form, must be signed by the authorized agent of the Surety Company issuing them, and an executed Power of Attorney document authorizing the agent to sign must accompany the bond documents.

(5) The instrument should not be dated, except by the last person executing the Contract, normally the City Clerk.

(6) Non-discrimination provisions (ATTACHMENT B) must be included with the Contract.

(7) Three (3) copies of the contract are sent to the Contractor. The original and duplicates should be signed and returned to the City of Raleigh for signature, after which one duplicate will be returned to the Contractor.

City of Raleigh
SOLID WASTE MANAGEMENT CONTRACT
FOR PROCESSING and MARKETING of RECYCLABLES

1.0 Description of Agreement

- 1.1 The City of Raleigh, hereafter referred to as the City, and _____, hereafter referred to as the Contractor, hereby enter into a contract for processing and marketing recyclables collected by of for the City of Raleigh. This contract will run from July 1, 2001 through June 30, 2004, and shall be renewable at the City's option for up to two years, or for such longer period as may be mutually agreed upon by the City and the Contractor.
- 1.2 The City will bring all household recyclables collected in its curbside, multi-family, and drop-off recycling programs to the Contractor, and grants the Contractor the exclusive right to market said recyclables.
- 1.3 The Contractor agrees to accept, process, and market all recyclables delivered to the Contractor under this contract.

2.0 Materials and Sorting Specifications

2.1 **Basic Materials:** The Contractor shall accept, process, and market, at a minimum, the following basic materials:

- newspapers, including all inserts and newsprint grade periodicals
- magazines and catalogs
- white paper junk mail
- phone books
- glass food and beverage containers
- steel and aluminum food and beverage cans
- #1 and #2 drink plastic bottles
- corrugated cardboard

2.2 **Sorting:** The City will sort the basic materials and any additional materials into six categories as follows:

- paper
- clear glass food and beverage containers
- brown glass food and beverage containers
- green and blue glass food and beverage containers
- plastic bottles
- steel and aluminum food and beverage containers

2.3 **Additional materials:** The Contractor shall, at the City's option and with sixty (60) days written notice, also accept, process and market all #1, #2, #5 and #7 plastic

bottles, aluminum foil, chipboard, corrugated cardboard (already collected at drop off centers), and/or mixed paper collected by the City. There shall be no change in the price quoted in the Contractor's proposal. If any grades of paper are added, they will be combined with newspaper, white paper and magazines and catalogs on City trucks. If any plastics are added, all plastics, including those now collected, will be mixed together on City trucks. It will be up to the Contractor to sort the various grades of paper and/or plastic resins as appropriate after the truck is unloaded.

The Contractor shall, at the City's option and with sixty (60) days written notice, also accept, process and market aseptic containers, gable-top containers and plastic six-pack rings. The Contractor shall add any or all of these materials to the program at the price quoted in the Contractor's proposal.

3.0 Contractor Facility Operations and Performance Standards:

- 3.1 Facility Schedule: The facility shall be available for City vehicles to unload for at least the hours of 7:30 a.m. through 5:00 p.m. Monday through Friday on collection days, and for such other hours as may be necessary to service City vehicles. The Contractor understands that additional hours will sometimes be necessary with as little as 2 hours notice, and agrees to provide the additional service as part of this contract.
- 3.2 Weight Tickets: The Contractor shall provide the vehicle operator with a ticket showing vehicle weight before and after unloading, and the total weight of material delivered to the facility for each vehicle for each unloading.
- 3.3 Requirement for Efficient Operation and Provision for Demurrage Charges: The processing facility shall efficiently serve City recycling vehicles and shall meet all applicable zoning and regulatory requirements. Efficient service for City vehicles shall include providing a total turnaround time not to exceed twenty-five (25) minutes from time of arrival at the Contractor's facility to the time of departure from the facility. Service time in excess of thirty minutes shall be subject to a demurrage charge at the rate of \$20 per half-hour or part thereof.

Demurrage charges will not be applied for delays clearly beyond the control of the Contractor. Examples: A natural disaster (flood, tornado) damages the equipment at the site, or a violent crime results in the incapacity of Contractor employees at the processing center.

Examples of cases where demurrage charges will apply: City trucks are delayed in entering or leaving the facility because of Contractor equipment problems, or because Contractor employees fail to show for work as scheduled, or because a large number of trucks arrive at about the same time.

- 3.4 Performance Standard for Recycling: Contractor shall demonstrate to the City's satisfaction that it is recycling at least 97% of all recyclable materials collected

- the price received by the Contractor for each type of material collected by the City,
- the weighted average price received for all materials collected by the City,
- a listing of the weight and weigh ticket number for each load of recyclables received under this contract,
- the total tonnage received from the City during the month.

The listing of tickets shall be separated and sub-totaled by program (curbside, multi-family and drop off).

Price information shall be based on the price payable to the Contractor as of the first business day of the month of collection.

4.5 Performance Bond: The Contractor shall provide a performance bond or letter of credit for \$250,000 on or before July 1, 2001.

4.6 Timely Opening of Facility: Should Contractor fail to accept City recyclables at a City- approved site by July 1, 2001, the Contractor shall be liable for any and all additional costs and reduced revenues suffered by the City during the period from July 1, 2001 to the date of Contractor acceptance of City recyclables.

5.0 Insurance and Legal Provisions

5.1 Insurance: The Contractor shall maintain such insurance as is necessary to protect the Contractor from claims under Worker's Compensation acts, and such other insurance as is needed to protect the Contractor from any claims for property damage and personal injury, including death, which may arise directly or indirectly from the negligence or willful misconduct of the Contractor, its agents, and employees in the services and activities performed under this contract. A certificate of insurance naming the City as an additional insured and a comprehensive general liability policy providing coverage of at least one million dollars (\$1,000,000) for bodily injury, per occurrence and aggregate, are provided to the City by the Contractor with this contract. The Contractor's insurance shall be with a company admitted with the State of North Carolina.

5.2 Indemnification: The Contractor shall indemnify, save and hold harmless the City and all its officers, agents, or employees from all suits, claims, and liabilities of any nature whatsoever arising out of or due to breach of the contract by the Contractor of its agents or employees, while engaged in any work related directly or indirectly to the performance of this contract. The Contractor will not be liable for damages to property or injuries to persons directly caused by or resulting from the negligence of the City or any of its officers, agents, or employees. The parties agree that one percent (1%) of the total compensation for this agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity of the City, and that this 1% is reflected in the proposal(s) made by the Contractor to the City for performance of recycling services.

5.3 Non-discrimination: The Contractor shall not discriminate on account of age, handicap, sex, race, color, creed, sexual orientation or national origin with reference to the subject matter of this contract, no matter how remote.

5.4 Contract Termination: The City, in the event of a substantial violation of the contract, may terminate the contract with the Contractor. If the City determines that grounds exist for termination of the contract, the City may, without prejudice to any other right or remedy, terminate the employment of the Contractor upon thirty (30) days written notice. The City reserves the right to obtain the contracted services with another Contractor upon termination of this contract. The Contractor shall pay to the City the amount of the expense incurred and/or the revenue lost by the City due to failure of the Contractor to perform. The City will not submit to binding arbitration for any contractual dispute.

5.5 Assignment and Sub-contracting: Assignment and/or subcontracting of Contractor's rights and duties under this contract is prohibited without the prior written approval of the City.

City Of Raleigh

By: _____

Attest:

By: _____

Contractor:

By: _____

Witness to Attest Corporate Signature

By: _____
Corporate Acknowledgement

State: _____

County of: _____

I, _____, a notary Public in and for the aforesaid State and County, certify that _____ personally appeared before me on this date and acknowledged that he/she is (Assistant) Secretary of _____, a Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself/herself as its (Assistant) Secretary.

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REQUIREMENTS AS TO FORM FOR CITY OF RALEIGH CONTRACTS**

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- (4) The Bonds/Insurance Policies should be attached to the Contract package as ATTACHMENT B. They should be signed by the Contractor, and his signature should be acknowledged with the appropriate acknowledgment form. Next, the bonds/policies, in approved form, must be signed by the authorized agent of the Surety Company issuing them, and an executed Power of Attorney document authorizing the agent to sign must accompany the bond documents.
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2.0 Materials and Sorting Specifications

- 2.1 **Basic Materials**: The Contractor shall accept, process, and market, at a minimum, the following basic materials:

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- phone books
- glass food and beverage containers
- steel and aluminum food and beverage cans
- #1 and #2 drink plastic bottles
- corrugated cardboard

- 2.2 **Sorting**: The City will sort the basic materials and any additional materials into six categories as follows:

- paper
- clear glass food and beverage containers
- brown glass food and beverage containers
- green and blue glass food and beverage containers
- plastic bottles
- steel and aluminum food and beverage containers

- 2.3 **Additional materials**: The Contractor shall, at the City's option and with sixty (60) days written notice, also accept, process and market all #1, #2, #5 and #7 plastic

bottles, aluminum foil, chipboard, corrugated cardboard (already collected at drop off centers), and/or mixed paper collected by the City. There shall be no change in the price quoted in the Contractor's proposal. If any grades of paper are added, they will be combined with newspaper, white paper and magazines and catalogs on City trucks. If any plastics are added, all plastics, including those now collected, will be mixed together on City trucks. It will be up to the Contractor to sort the various grades of paper and/or plastic resins as appropriate after the truck is unloaded.

The Contractor shall, at the City's option and with sixty (60) days written notice, also accept, process and market aseptic containers, gable-top containers and plastic six-pack rings. The Contractor shall add any or all of these materials to the program at the price quoted in the Contractor's proposal.

3.0 Contractor Facility Operations and Performance Standards:

3.1 Facility Schedule: The facility shall be available for City vehicles to unload for at least the hours of 7:30 a.m. through 5:00 p.m. Monday through Friday on collection days, and for such other hours as may be necessary to service City vehicles. The Contractor understands that additional hours will sometimes be necessary with as little as 2 hours notice, and agrees to provide the additional service as part of this contract.

3.2 Weight Tickets: The Contractor shall provide the vehicle operator with a ticket showing vehicle weight before and after unloading, and the total weight of material delivered to the facility for each vehicle for each unloading.

3.3 Requirement for Efficient Operation and Provision for Demurrage Charges: The processing facility shall efficiently serve City recycling vehicles and shall meet all applicable zoning and regulatory requirements. Efficient service for City vehicles shall include providing a total turnaround time not to exceed twenty-five (25) minutes from time of arrival at the Contractor's facility to the time of departure from the facility. Service time in excess of thirty minutes shall be subject to a demurrage charge at the rate of \$20 per half-hour or part thereof.

Demurrage charges will not be applied for delays clearly beyond the control of the Contractor. Examples: A natural disaster (flood, tornado) damages the equipment at the site, or a violent crime results in the incapacity of Contractor employees at the processing center.

Examples of cases where demurrage charges will apply: City trucks are delayed in entering or leaving the facility because of Contractor equipment problems, or because Contractor employees fail to show for work as scheduled, or because a large number of trucks arrive at about the same time.

3.4 Performance Standard for Recycling: Contractor shall demonstrate to the City's satisfaction that it is recycling at least 97% of all recyclable materials collected

- the price received by the Contractor for each type of material collected by the City,
- the weighted average price received for all materials collected by the City,
- a listing of the weight and weigh ticket number for each load of recyclables received under this contract,
- the total tonnage received from the City during the month.

The listing of tickets shall be separated and sub-totaled by program (curbside, multi-family and drop off).

Price information shall be based on the price payable to the Contractor as of the first business day of the month of collection.

4.5 Performance Bond: The Contractor shall provide a performance bond or letter of credit for \$250,000 on or before July 1, 2001.

4.6 Timely Opening of Facility: Should Contractor fail to accept City recyclables at a City- approved site by July 1, 2001, the Contractor shall be liable for any and all additional costs and reduced revenues suffered by the City during the period from July 1, 2001 to the date of Contractor acceptance of City recyclables.

5.0 Insurance and Legal Provisions

5.1 Insurance: The Contractor shall maintain such insurance as is necessary to protect the Contractor from claims under Worker's Compensation acts, and such other insurance as is needed to protect the Contractor from any claims for property damage and personal injury, including death, which may arise directly or indirectly from the negligence or willful misconduct of the Contractor, its agents, and employees in the services and activities performed under this contract. A certificate of insurance naming the City as an additional insured and a comprehensive general liability policy providing coverage of at least one million dollars (\$1,000,000) for bodily injury, per occurrence and aggregate, are provided to the City by the Contractor with this contract. The Contractor's insurance shall be with a company admitted with the State of North Carolina.

5.2 Indemnification: The Contractor shall indemnify, save and hold harmless the City and all its officers, agents, or employees from all suits, claims, and liabilities of any nature whatsoever arising out of or due to breach of the contract by the Contractor of its agents or employees, while engaged in any work related directly or indirectly to the performance of this contract. The Contractor will not be liable for damages to property or injuries to persons directly caused by or resulting from the negligence of the City or any of its officers, agents, or employees. The parties agree that one percent (1%) of the total compensation for this agreement is the specific consideration from the City to the Contractor for the Contractor's indemnity of the City, and that this 1% is reflected in the proposal(s) made by the Contractor to the City for performance of recycling services.

5.3 Non-discrimination: The Contractor shall not discriminate on account of age, handicap, sex, race, color, creed, sexual orientation or national origin with reference to the subject matter of this contract, no matter how remote.

5.4 Contract Termination: The City, in the event of a substantial violation of the contract, may terminate the contract with the Contractor. If the City determines that grounds exist for termination of the contract, the City may, without prejudice to any other right or remedy, terminate the employment of the Contractor upon thirty (30) days written notice. The City reserves the right to obtain the contracted services with another Contractor upon termination of this contract. The Contractor shall pay to the City the amount of the expense incurred and/or the revenue lost by the City due to failure of the Contractor to perform. The City will not submit to binding arbitration for any contractual dispute.

5.5 Assignment and Sub-contracting: Assignment and/or subcontracting of Contractor's rights and duties under this contract is prohibited without the prior written approval of the City.

City Of Raleigh

By: _____

Attest:

By: _____

Contractor:

By: _____

Witness to Attest Corporate Signature

By: _____
Corporate Acknowledgement

State: _____

County of: _____

I, _____, a notary Public in and for the aforesaid State and County, certify that _____ personally appeared before me on this date and acknowledged that he/she is (Assistant) Secretary of _____, a Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself/herself as its (Assistant) Secretary.