



REQUEST FOR PROPOSALS

Proposals for the following service is sought
PROCESSING OF SINGLE STREAM RECYCLABLES

Date of Request: **05/24/2010**

Proposal Due Date: **06/24/2010 by 5 P.M. CST**

Submitted to
**City of Decatur
Bids and Proposals (Processing)
Purchasing Division
#1 Gary K. Anderson Plaza
Decatur, IL62523-1196**

Contract Administrator
**Vasudha Pinnamaraju, AICP
Environmental Planner
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL62523-1196**

Two original proposals printed on at least 30% post consumer waste and 50% recycled paper, printed on both sides must be submitted along with an electronic copy in a sealed envelope clearly labeled “PROCESSING OF SINGLE STREAM RECYCLABLES”.

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1 REQUEST

1.1 Background

City of Decatur has an existing multiple stream curbside recycling program. Participation is voluntary and is available for the single family households up to sixplexes. The program currently has about 27,000 households. Recyclables are placed in 18 gallon bins and are collected by one contractor at the curb. FY 08/09 approximately 1,400 tons of recyclables were collected. Following are the recyclables collected through the existing program:

- Aluminum cans
- Bi-Metal tins
- Cell phones and cell phone batteries
- Glass – Clear, Brown, Blue and Green
- Magazines and Telephone books
- News Paper
- Plastics - #1 through #7

Approximately 76% of this tonnage is newspaper.

As part of the City of Decatur’s sustainability efforts, the City is in the process of revamping the curbside recycling program. An RFP will be issued for a single stream curbside recycling program with the following major changes

1. Expand the type of recyclables (listed in Attachment-C).
2. Expand the program to Apartments, Public facilities, Special events and Opt- In services.
3. 65 gallon rollout carts will replace the existing 18 gallon bins.
4. Include RFID tags to track participation in the program and conduct targeted educational programs.

1.2 Timeline

*Processing RFP release date	May 24, 2010
**Express interest in processing RFP	May 31, 2010
RFP for totes only release date	May 24, 2010 (Estimated)
RFP for collection only release date	May 31, 2010 (Estimated)
RFP for RFID technology	June 4, 2010 (Estimated)
*Deadline for clarifying questions on all RFP’s	June 11, 2010
Proposal Submission deadlines	
• *Processing RFP	June 24, 2010
• Totes only RFP	June 24, 2010 (Estimated)
• Collection Only RFP	June 30, 2010 (Estimated)
• RFID technology RFP	July 4, 2010 (Estimated)
*Targeted Notice to Proceed	July 15, 2010
*Service Start Date	October 1, 2010

* Dates that are bolded are pertinent to this RFP

** To express interest in this RFP please send an E-Mail to vpinnamaraju@decaturil.gov with the subject line **Interested in Processing RFP** and body containing the details of your firm.

1.3 Scope of Services

The Proposer shall perform and/or arrange all tasks pertaining to a single-stream material recovery facility (SSMRF). These tasks will include, at a minimum, receiving, sorting, processing, storing, marketing, selling, and transporting (if necessary) recyclable materials collected by the City. Additionally, community education is required with this scope of services. These services shall commence concomitant with the executed contract. This RFP specifically excludes collection services.

The Proposer shall comply with all applicable local, state, and federal laws regarding Environmental Protection. Proposer shall avoid those practices that create a perception of nuisance to citizens such as odors, noise and litter.

1.3.1 Source, Volume and Type of Incoming materials

Approximately 1,400 tons of recyclable materials are collected annually through the existing curb side recycling program. City anticipates a significant increase in the quantities of recyclables collected due to the following factors

- Switching to single stream recycling.
- Increase in the types of recyclables
- Expanding the program to more participants
- Increased education

City anticipates diverting the following tonnage from the landfills

- 6,000 tons/yr in 2011
- 9,000 tons/yr by 2015
- 12,000 tons/yr by 2020

These numbers are not a guarantee of quantities. These goals are based on City's sustainability vision.

The proposer is expected to accept all the materials listed in Attachment C. The proposer is encouraged to provide for the recycling of additional materials as optional alternative for the City to consider. On a semi-annual basis, the proposer shall conduct audits to determine the contamination rate, estimated tonnages and percentages of each recycling commodity noted in Attachment C. A representative of the City will be present during the audits. These audits will be performed at no additional charge to the City as part of this contract.

In addition, the City expects the Proposer to provide feedback as needed to the City regarding contamination including the types of contamination found and the specific truck numbers in which the most contaminated recyclable materials are delivered.

The City reserves the right to add or delete recycling commodities at any time during the term of this contract and any extensions. Modifications may be made by the City to the recycling program for the purpose of optimizing operational efficiencies, increasing the quantities of recyclable material collected, and for any other beneficial or economical reason(s).

1.3.2 Source Separated Materials

City agrees to send all of its commingled single stream recyclables to the Contractor's processing facility, however, City reserves the right to collect source-separated material and market it independently of this contract.

1.3.3 Length of Term

The initial single stream recycling processing contract, should any be awarded, is anticipated to begin on October 1, 2010. The term of the contract will be a service period of five (5) years through September 30, 2015 with an option to renew up to two terms of one (1) year each for a total period of seven (7) years.

1.3.4 Scale and Tipping Floor Access Requirements

The Contractor must provide a scale and recyclables tipping floor with the following minimum hours of operation:

Weekdays 7 am to 5:00 pm

Saturdays 7 am to 5:00 pm

(If required as stated in other sections of this RFP)

The scale and recyclables tipping floor operation must:

- Have electronic reporting capabilities for the scale as needed to meet the electronic format reporting requirements as identified in other sections of this RFP;
- Provide paper weight tickets for each delivered load (if Contractor scales are improperly working or in need of maintenance, the Contractor will be responsible for material weighing including payment at an alternative location and will need to provide a weight ticket);
- Provide all reports, invoices, and recyclable material revenues from scaled weight when tipped at tipping floor in City area (not from scaled weight at a remote processing facility);
- Shelter the materials after tipping to prevent littering of the site or adjacent properties due to wind;
- Accommodate tipping of material at a rate such that trucks delivering City recyclables are able to approach the site, enter, weigh in, tip all materials and depart the site with a turn-around time of less than 30 minutes (inclusive of actual time ejecting load); and
- Accommodate at least three days storage of City material delivered by the Contractor, such that Contractor processing equipment breakdowns will not result in service disruptions.

A site plan showing the scale and recyclables tipping floor layout as well as supporting features (access roads, gatehouse, security, etc.) is required as part of this RFP response. In lieu of a site plan, photos of the site including access roads, gatehouse, scale, and tipping area will be accepted.

The scale and recyclables tipping floor location does not have to be the site where the recyclable materials are processed and marketed. Transfer of recyclable materials to another recycling facility location is acceptable as long as both the transfer site and the destination recycling facilities are fully presented as part of the Contractor's RFP response.

1.3.5 Single Stream Processing System

The Proposer must provide an up-front separation and processing system for single stream recyclables that cleans and separates the fiber and container streams through mechanical and manual techniques fed by conveyor belts and feed pits. Floor sorting of any single stream recyclable material is not an acceptable single stream separation system for the purposes of this RFP.

The processing system will then be capable of processing commingled fibers with an equipment configuration and layout that provides for the manual and/or mechanical separation of the different fiber types and their removal, sorting and baling for marketing. Floor sorting of commingled fibers is not an acceptable commingled fibers processing system for the purposes of this Contract. At a minimum, the commingled fibers processing system must:

- Accept and process newspaper, cardboard, magazines, residential and commercial office papers, phone books, gift wrapping paper, boxboard and kraft paper bags as well as other fiber types in the commingled fiber mix;
- Detect and remove contaminants, including but not limited to carbon papers, aluminum foil, and plastic material;
- Bale fiber products to acceptable market standards; and
- Load bales of saleable material into transportation vehicles.

The Proposer must provide a processing system for commingled containers with an equipment configuration and layout that provides for the manual and/or mechanical separation of the different recyclables and their removal, sorting and baling, granulation or crushing for marketing.

1.4 City Collection Schedule

1.4.1 Operation Daily Schedule:

The Proposer shall perform the services specified under the contract in a manner that accommodates the City's recycling collection and Holiday Collection schedules. The City's recycling collection program regularly operates Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. additionally, it is not uncommon for collection operations to continue past 5:00 p.m. during the Holiday Season or after other holidays. Hours, days and dates of collection are subject to change and the Proposer is responsible for adapting to any changes to the City's collection schedule.

1.4.2 Holiday Collection Schedule:

The Holiday Collection Schedule will be based on the City's approved holiday schedule. On certain collection holidays, hauler shall not deliver recyclable materials to the SSMRF/RTF. The City will provide the Proposer with an updated Holiday Collection Schedule on an annual basis.

1.4.3 Make-Up Days:

Collection operations are conducted five days each week. Occasionally, Saturday collection operations will occur to make up for an observed holiday during the week. These could occur during the weeks of Thanksgiving, Christmas and New Year's Day (if Christmas and New Year's Day fall on a weekday). Proposer personnel must be available on such makeup days.

1.4.4 Bad Weather:

If bad weather or natural disasters prevent the collection crews from working on their normally scheduled work days (Monday-Friday and Saturdays after certain holidays), the Proposer shall be required to perform the services specified in the contract on whatever days or portion of days collection crews work in order to make up for days or portions of days missed because of bad weather or natural disasters. In the event that collection crews are prevented from starting their work or forced to stop their work before completion on a normally scheduled work day due to Bad Weather or natural disaster, the City shall notify the Proposer of the work stoppage and communicate the City's initial anticipated plan to return to a normal work schedule. Any changes to this plan will also be communicated to the Proposer. Once the reason for the work stoppage has passed, the City will notify the Proposer the collection crews are returning to work.

1.5 Payments, Records and Reporting

Proposer shall remit for the recyclable commodities received from the City's recycling programs by the last day of the following month based on the tonnage delivered. Payment is due no later than last day of the next month following the delivery of material for processing.

The following information shall accompany monthly payments in an agreed upon electronic format:

1. Date, truck number, scale ticket number, and net weight for all incoming loads per day;
2. Monthly total tonnage by type of recycling commodity received for processing;
3. Monthly totals of tons of residuals (by weight) processed;
4. Revenue received from the sale of recyclables by commodity by month;
5. Purchasers of Recyclable Materials;

As part of the data sharing requirements, records shall be kept on a daily and cumulative basis regarding the City's single stream recycling program and shall be available to the City upon request. Information reporting shall be disseminated by an agreed upon electronic format.

Monthly reports of the previous month's activities will be due to the City along with the payments by the last day of the following month. Annual reports will be due by October 31st following the City's completed recycling year (October 1st - September 30th).

1.6 Transportation

If the Proposer incorporates the service of transporting recycling material to a non-local SSMRF for processing as part of a transition plan or long-term solution, the Proposer shall include a transportation plan.

As part of the City's sustainability efforts, the City requires the Proposer to prepare an alternate fuels plan during the first 12 months of the contract for the Proposers fleet being used to service this contract. The plan must investigate alternative truck technologies (e.g. hybrid) and alternate fuel technologies (e.g. CNG, Bio fuels etc) and determine the economic, environmental and social costs and benefits for converting some of the Proposers fleet during the course of this contract. Proposer shall include in the plan a series of action steps required to implement the plan recommendations.

The plan must be presented to the Contract Administrator, no later than day one (1) of year two (2). Proposer shall then report annually on the anniversary of the plan submittal date regarding the progress of implementing the plan

1.7 Community Education

City has witnessed a direct relation between community awareness on recycling to the recycling participation rates. City of Decatur would like to engage the community prior to the start of the new curbside Single Stream Recycling Program. City is seeking enthusiastic and dedicated partners in educating the community on source reduction, reuse and recycling. Proposer must include a plan to educate the community on these issues as part of this RFP.

1.8 Commodity Marketing

The Proposer shall provide copies of current marketing agreements and/or contracts for all materials, for primary and secondary markets for each commodity within 30 days of the execution of a contract. As such agreements change, expire and are renegotiated current and revised copies of all agreements shall be provided to the City.

The Proposer is responsible for selling all recyclable materials to recycling vendors or manufacturers that recycle materials into other products. The Proposer is expected to disclose all the information pertaining to those companies that buy the material.

It is the sole responsibility of the Proposer to deliver all materials to an end market or intermediate collection center for later delivery to an end market.

1.9 Loads Rejected

The Proposer shall immediately notify the City's Contract Manager if a load received from one of the City's collection vehicles appears to have a non recyclable contamination rate higher than 30 percent. The City reserves the right to have a representative inspect the load for contamination. If the City is unable to send a representative to inspect the load, photos shall be provided to the City via email showing overall load, contaminants and truck number of the load within 2 hours of the occurrence.

If recyclable material is rejected at market due to contamination or not fulfilling current market specifications, then the Proposer should contact the contract administrator for approval before legally disposing of the residual material in a permitted landfill.

2 PROPOSAL

The proposal must be signed by a person who has legal authority to contractually bind the Proposer. The Proposal shall include the following sections in the same order:

2.1 Proposal Summary:

The proposal summary is intended to serve as the document which proposal evaluators can use to quickly understand the technical, business and cost aspects of the proposal. The items listed in the following subsections are required elements of the proposal summary.

2.1.1 Performance Bond

The Contractor shall initially post a Performance Bond which shall, at all times, be in an amount of fifty thousand (\$50,000). Said bond shall be executed by and with a surety company acceptable to the City and shall be subject to approval as to form and content by the Corporation Counsel's Office.

The successful Contractor shall furnish the performance bond within ten (10) days of the acceptance of a proposal. A contract shall not be signed until the bond is received and is reviewed for acceptability by legal counsel. At the discretion of the City, failure to furnish the required bond within the time specified may be cause for rejection of the proposal and the award of a contract and/or negotiations with another Contractor. Subsequently, if the bond is canceled or the surety therein released of liability for failure to pay any premium or for any other reason, and such cancellation or release is continued for a period of ten (10) days, the contract may be canceled. Performance bonds will be forfeited to the City of Decatur should the successful Contractor fail to comply with the terms and conditions established.

2.1.2 Introduction to the proposal:

Proposer should provide an overview of their Proposal including a brief summary of the Proposer, their services, corporate ownership, resources, track record and ability to meet the needs of the City as expressed in this RFP.

2.2 Technical Proposal:

The Technical Proposal is intended to serve as the document which proposal evaluators could use to quickly assimilate all technical business aspects of the proposal. The items listed in the below subsections are the required elements of the Technical Proposal.

2.2.1 Proposer's statement of Organization:

Complete Form 1A, provided in Attachment B. Incomplete submittal of the form may lead to disqualification

2.2.2 Proposer's staffing:

Attach an organizational chart(s) for the proposer's staff showing the organizational responsibilities.

2.2.3 Single Stream Processing Proposal Technical Description

Complete Form 1B, provided in Attachment B. Incomplete submittal of the form may lead to disqualification

2.2.4 Educational Plan:

City is looking for proposers who will work collaboratively with the City to improve the efficiency of the City's recycling program. Proposer must include a plan to educate the community on recycling as part of this RFP.

2.2.5 Transportation Plan:

If the Proposer incorporates the service of transporting recycling material to a non-local SSMRF for processing as part of a transition plan or long-term solution, a transportation plan should be outlined in this section.

2.2.6 Exceptions to the agreement:

In the event the Proposer takes exception to the RFP specifications they may set forth those exceptions in this section.

In addition, each exception should be listed on a separate form followed by the language stated below and signed by an individual authorized to commit the proposers firm.

"Except as set forth above, Proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP including the attached agreement"

2.2.7 Financial Qualifications:

Proposers must provide a description of relevant Financial Qualifications as described below. The City will make best efforts, but make no representation that it will be able to maintain total confidentiality of Proposer's financial information. At all times, the City will comply with the provisions of the Freedom of Information Act as required by state law.

Financial information to be included with the Proposal includes:

- A. The proposed Proposer's summary financial statements for the past three fiscal years. These statements must include, at a minimum, statements of financial position and changes in financial position,

B. If the entity that will sign the Agreement has a parent company or is proposing a joint venture, the parent company or joint venture company (ies) must also provide financial statements for the most recent three fiscal years.

C. If the entity that will sign the Agreement has been in existence less than three years, the Proposer must provide sufficient financial data to substantiate, to the satisfaction of the City, the Proposer's financial capability and viability of the entity.

The City reserves the right to require submission by Proposer, at no cost to the City, of certified audited financial statements for the Proposer, and/or an opinion by a Certified Public Accountant with regard to the financial status of such Proposer, including ownership of, or interest in, equipment and facilities prior to award of an Agreement.

2.2.8 Litigation History

The Proposer must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving \$100,000 or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Proposer must provide the following:

- The name of the claim, arbitration, litigation or action
- The amount at issue or the criminal charges alleged, and
- The status or final disposition of the case.

The Proposer shall provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Illinois Environmental Protection Agency or a Local Enforcement Agency. The list shall include name of the regulatory agency and the date of enforcement action.

The Proposer shall inform the City if it has had a permit, franchise, license, entitlements or business licenses that have been revoked or suspended in the last five (5) years.

The Proposer must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five (5) years.

2.3 Cost Proposal:

Complete Form 1C, provided in Attachment B. Incomplete submittal of the form may lead to disqualification

3 CONTRACT TERMS AND CONDITIONS

The Proposer's response to this Request for Proposal (RFP) will be made a part of the contract with the City. Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City and the successful Proposer. In this Section, "Proposer" is referred to as "Contractor." Unless otherwise stated by the Proposer in the response to this RFP, the Proposer agrees to the following Contract Terms and Conditions, which will become part of the subsequently negotiated contract.

GENERAL TERMS	
<p><u>TERM:</u> The term of this Agreement shall commence on the effective date of the Agreement with initial delivery services beginning on October 1, 2010. The term of the contract will be a service period of Five (5) years through September 30, 2015 with two (2) options to renew for periods of one year, for a total contract period of up to seven (7) years.</p> <p><u>CONFIDENTIALITY:</u> The Contractor, its agents, and its employees, will keep and retain any and all information and records generated under this Agreement in the strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City of Decatur. The Contractor warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Contractor, its agents, and its employees.</p> <p>The Contractor acknowledges that in the course of performing services for the City of Decatur, the materials and information produced for the City of Decatur are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City of Decatur.</p> <p><u>INDEPENDENT CONTRACTOR:</u> At all times and for all purposes, the Contractor is an independent contractor and not an employee of the City. No statements shall be construed so as to find the Contractor an employee of the City. No employee of the Contractor shall be an employee of the City.</p> <p><u>CONTRACTOR DEFAULT:</u> The City will not accept a proposal or enter into an agreement or contract with anyone who is in default or who owes the City money.</p> <p><u>PROPRIETARY MATERIALS:</u> The City of Decatur acknowledges that in the course of performing services, the Contractor may use products, materials, or proprietary methodologies. The City agrees that it shall have or</p>	<p><u>REJECTION/WAIVER:</u> The City of Decatur reserves the right to reject any and all proposals, waive formalities, waive technical deficiencies and irregularities, or otherwise solicit new proposals if some other manner of negotiation better serves its interests.</p> <p><u>BID BOND:</u> Each bid must be accompanied by a bid bond of \$5,000. Bid deposits are in the form of Bank Cashiers Check, Certified Check or Bid Bond made payable to the City of Decatur. Unsuccessful bidders will have their deposits returned within ten (10) days, after either the contract is awarded or the purchase order is accepted by the successful bidder. If the successful bidder fails to deliver as indicated in the Invitation to Bid, does not enter into the contract or fails to accept the purchase order, The City of Decatur shall be entitled to retain the deposit to rectify the bidder's unacceptable performance. In other words the bid deposit will be fortified to the City.</p> <p><u>NON-ASSIGNMENT:</u> The Contractor shall not assign or subcontract this agreement and contract, or the work thereof, to any person, firm, or corporation without prior written consent of the City, but the Contractor may perform its obligations there under through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this agreement or a contract.</p> <p><u>WITHDRAWAL OF PROPOSALS:</u> A written request for the withdrawal of a proposal may be granted and the security deposit returned if the request is received by the City prior to the submittal deadline and opening date. After the opening, the Contractor cannot withdraw or cancel its bid.</p> <p><u>INSURANCE:</u> The Contractor shall carry all insurance required by law or which would normally be expected for the business of recycling. Proof of insurance shall be submitted before an agreement or contract is final. The Contractor shall carry at its own expense, at least the following insurance coverage:</p>

<p>obtain no rights in such propriety products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.</p> <p>INDEMNITY: The Contractor shall indemnify, defend, save, and hold harmless the City of Decatur, individually and collectively, its officers and employees from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action including workers' compensation claims, of any kind or nature, including reasonable attorneys' fees and costs of defense, that the City of Decatur may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate, or personal property, in any way resulting from, arising out of, in connection with, or pursuant to an agreement and contract, caused by the operations of the contractor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor.</p> <p>The Contractor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgments shall be rendered against the City of Decatur in any such action, the Contractor shall, at its own expense, satisfy and discharge same.</p> <p>The Contractor further agrees to indemnify and hold harmless the City of Decatur from all liability (including attorney fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable state law incurred as the result of the disposal under the agreement and contract after the date hereof of the City of Decatur's recyclable materials at the agreed upon disposal facility. It is understood and agreed that this indemnity shall be null and void in the event of any breach by the City of Decatur of any terms of an agreement and contract.</p> <p>The Contractor expressly understands and agrees that any performance bond or insurance protection required by this agreement and a contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the City of Decatur, and to pay expenses and damages as herein provided. The Contractor shall not be</p>	<p>worker's compensation and occupational disease insurance - statutory amount for Illinois</p> <p>general liability insurance -</p> <p>Bodily injury with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate;</p> <p>Property damage with limits of not less than \$1,000,000 each occurrence /\$2,000,000 aggregate; and</p> <p>Contractual insurance - broad form with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate;</p> <p>Automotive liability insurance: Bodily injury and property damage with limits of not less than \$1,000,000 combined single limit; and property damage must include non-owned, hired, leased or rented vehicles as well as owned vehicles</p> <p>Umbrella (Excess) Liability: Any policy shall provide excess limits over and above the other insurance limits stated herein. The Contractor may purchase insurance for the full limits required, or a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.</p> <p>The Contractor shall include the City of Decatur as an additional named insured on both General Liability and Automotive Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to the City. All insurance premiums shall be paid by the Contractor without cost to the City. The Contractor shall furnish the City a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. A contract will not be signed with the successful Contractor until proof of coverage and additional named insured has been received and reviewed for acceptability by the City's Risk Manager.</p> <p>The City shall receive written notice of cancellation of reduction in coverage of any insurance policy thirty (30) days prior to the effective date of cancellation or reduction. The Contractor will be responsible for obtaining new insurance coverage in this event.</p> <p>WARRANTY: The Contractor warrants that the services to be provided by it hereunder will be performed in a good, timely, and professional manner by qualified staff and in accordance with generally accepted professional end-users. The Contractor further warrants that the design and recommended solution are workable and capable of meeting the Project Objective.</p> <p>NON-COLLUSION: The Contractor must fill out the non-collusion affidavit and have it notarized.</p> <p>BANKRUPTCY: If the Contractor at any time during</p>
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liable for any liability or claims of liability resulting from the negligence or willful misconduct of the City of Decatur, its agents, or its employees.

STATE DISPOSAL LEGISLATION: The Contractor shall be aware of current and impending State of Illinois deadlines established by legislation for implementation of restrictions on disposal of certain recyclables.

NON-PERFORMANCE: If the Contractor fails to observe the established service requirements or schedule of service for more than two (2) consecutive working days, the City shall reserve the right to determine if there has been sufficient cause to justify such lack of observance. If, in the City's judgment, sufficient cause has not been demonstrated, then the City shall serve notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that the agreement and a contract shall be deemed default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary correction, the City shall take such steps as are necessary to furnish services in accordance to the collections requirements provided for in this agreement and subsequent contract. The Contractor shall be liable for any costs of such steps from the start of the notice of default.

In the event of non-performance that has not been cured or removed, the City shall have the right to terminate the agreement and the contract by written notice to the Contractor, such termination shall be effective on the date specified in such notice. The City may take whatever legal, equitable or administrative action it deems appropriate, and including mandatory injunction and specific performance which may appear necessary or desirable to the City to collect any payments due, to abate or prevent any such default, or to enforce performance and observance of any obligation of the Contractor under an agreement or contract. The City may also exercise any and all remedies under the bond including, without limitation, recovery under the bond of any and all moneys and damages due, recover damages suffered or incurred or that may be suffered or incurred, by the City due to a default, even if this agreement or contract has been terminated or canceled, and take whatever action is required to cure the default, including without limitation, payments to others, or performance for or on behalf of the Contractor its obligations and

the term of the agreement and contract become insolvent, or if proceedings in bankruptcy shall be instituted by the Contractor or if proceedings in bankruptcy shall be instituted against the Contractor, or if the Contractor shall be adjudged bankrupt or a receiver of any property of the Contractor shall be appointed in any suit or proceeding brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, then in each and every case, this agreement and contract and the rights and privileges granted hereby may, at the option of the City, immediately cease, determine and be forfeited and canceled. The Contractor warrants to list the City as a creditor in any bankruptcy filing.

LITIGATION: In the event that litigation should be filed against the City which contest the right of the City to award the limited exclusive recycling processing status granted herein, the Contractor shall pay all legal fees and other costs incurred by the City in defending the terms of this agreement and contract. If a trial court should hold that the granting of this limited exclusive right was improper, either party may elect to terminate this agreement and contract upon at least sixty (60) days prior written notice. Provided, however, that the termination of the agreement shall not end the obligation of the Contractor to pay legal fees and costs of the City so long as such litigation is continued by any party.

CONTRACT NEGOTIATIONS: During the selection process and following the acceptance of proposals, the City reserves the right to enter into negotiations with awardee(s) before signing the final agreement. Potential issues of discussion may include, but not limited to, a commencement date, payment and billing details, reporting requirements, severe weather policy, contract renewal options, fines for contract violations, and hiring from the local work force.

RIGHT TO REQUIRE PERFORMANCE: The failure of the City at any time to require performance by the Contractor of any specifications in this agreement and a contract shall in no way affect the right of the City hereafter to enforce the same. Nor shall waiver by the City of any breach of specifications in this agreement and a contract be taken or held to be a waiver of any succeeding breach of such specifications in this agreement, nor be taken or held to be a waiver of any specification itself.

COMPLIANCE WITH APPLICABLE LAWS.

<p>agreements.</p> <p><u>STRIKES:</u> The Contractor shall be required to file proof with the City that it has a “no strike” provision for the duration of all collective bargaining agreements with its workers before the final agreement and contract is signed. Upon execution of any new agreement or contract, the Contractor shall forward to the City within (10) days thereafter, proof that said agreement or contract contains a “no strike” clause.</p> <p>Should, nevertheless, a strike occur which lasts more than seven (7) calendar days, the City shall be permitted to institute such procedures to collect and dispose of the waste to be collected pursuant to this agreement and a contract as the City deems necessary.</p> <p><u>AMENDMENTS:</u> If the City of Decatur should wish to change the type of service provided during the term of this agreement and a contract, the City of Decatur shall have the option to initiate the change in service by serving written notice to the contractor at least sixty (60) days prior to the date of service change where change is contemplated to begin. Both parties agree to negotiate the terms of such change in service after such written notice is served. Such modifications shall be contained in a written agreement executed by the parties.</p>	<p><u>ORDINANCES, AND REGULATIONS:</u> The Contractor(s) shall comply with all Federal, State, County and local laws, ordinances, and regulations governing the collection, disposal, and processing of recyclables.</p> <p><u>EQUAL EMPLOYMENT:</u> During the term of a contract, the Contractor shall comply in all respects with the Equal Employment Opportunity Act/Illinois Human Rights Act. The Contractor shall comply with the Equal Employment Opportunity Clause included in Appendix E. Findings of noncompliance with applicable State or Federal Equal Employment Opportunity Laws are regulations may be sufficient reason for revocation or cancellation of the contract</p>
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Attachment – A: Definitions

Colored High Density Polyethylene (CHDPE) shall mean opaque plastic containers labeled with the #2 code.

Customer shall mean any person or entity that collects materials within the City of Decatur planning jurisdiction for processing by the SSMRF.

Data Sharing shall mean the collection, analysis and dissemination of information regarding the processing and marketing of recyclable material as defined in this RFP. Specific reporting requirements are defined in this RFP.

Facility shall mean all contiguous land and structures and improvements on the land used for the storage and processing of material collected by the City through the Single-Stream Recycling Program.

Glass Container: shall mean glass jars, bottles and containers.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Low Density Polyethylene (LDPE) shall mean squeezable bottles, such as honey and mustard, with the #4 code.

Mixed Paper shall mean recovered paper that is not sorted into specific categories including junk mail, magazines, folding boxes (cereal box), aseptic packaging, telephone books, wrapping paper and other paperboard products.

Natural High Density Polyethylene (NHDPE) shall mean translucent plastic containers labeled with the #2 code.

Newsprint (ONP) shall include newspaper and advertising supplements and other paper grades as delivered to local subscribers of newspaper distributed in the Decatur area.

Old Corrugated Containers (OCC) shall mean corrugated containers having liners of either test liner, jute or kraft.

Paper shall mean paper products such as old newspaper, old magazines, office paper, telephone directories, old corrugated containers, bags, and some paperboard packaging.

Plastics shall mean plastic bottles, containers and packages made from various resins including PETE, HDPE, PVC, LDPE, PP, PS and other plastics, codes #1 through #7. Plastics will exclude construction and automobile products.

Polyethylene Terephthalate (PETE) shall mean clear plastic containers labeled with the #1 code. PETE containers are used for soft drinks, water, sports drinks, mouthwash and salad dressing.

Polypropylene (PP) shall mean packaging, film and containers with the #5 code. PP containers include catsup, yogurt, magazine, and medicine containers.

Polystyrene (PS) shall mean clear, hard and brittle plastics with the #6 code and is usually used for plastic cutlery and food containers.

Polyvinyl Chlorine (PVC) shall mean vinyl products with the #3 code and its application can be for pipe fittings, floor tiles, food and non-food packaging.

Recyclable Materials shall mean material that has been recovered or diverted from the nonhazardous solid waste stream for purpose of reuse, recycling or reclamation and a substantial portion of which is consistently used in the manufacture of products, which may otherwise be produced using raw or virgin materials.

Recycling shall mean a process by which materials are collected, sorted, processed, or prepared into marketable commodities for manufacturing into new products.

Recycling Processing Facility shall mean a facility where recyclable materials are sorted and processed or prepared for bulk shipment to a manufacturer for use as a raw material.

Residuals shall mean non-recyclable waste.

RFID shall mean Radio-frequency identification that allows the City to track participation rate of each household.

RTF shall mean Recycling Transfer Facility that allows unloading of recyclables, collected through the City's curbside recycling program, when the SSMRF is not located in the immediate area.

SSMRF shall mean Single-Stream Material Recovery Facility.

Single-Stream Recycling Collection shall mean municipal curbside collection of recycling commodities, where as materials are collected, and combined together/commingled for transportation to the recycling Processor.

Sorted Office Paper shall mean high grade paper from offices such as computer paper, sorted white ledger, copier paper and office stationary.

Tin, Steel and Bi-Metal cans shall mean tin-coated steel containers, such as cans for food packaging. Containers include food cans, beverage cans, aerosol cans and lids from bottles and jars.

Used Beverage Containers (UBC) shall mean beverage, food and nonfood cans made of aluminum material.

Attachment B: Form 1-A: Proposer's Statement of Organization

1. Full Name of Business Concern (Proposer)

2. Principal Business Address:

3. Principal Contact Person(s):

4. Form of Business Concern (Corporation, Partnership, Joint Venture, Other)

5. If a corporation, in What State Incorporated and Date of Incorporation:

State: _____ Date: _____

6. If a Joint Venture or Partnership, Provide Date of Agreement:

Date: _____

7. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer:

Name	Address	Title

8. List all firms participating in this project (including prime contractors, subcontractors, operators, major equipment suppliers, etc.)

Name	Address

9. Outline specific areas of responsibility for each firm listed in Question 8.

Name	Responsibilities

10. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities:

11. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the parent firms and the relationships:

Attachment B: Form 1-B: Single Stream Recycling Processing Services Technical Submittal

Facility Name: _____

Facility Address: _____

County/State/Zip: _____

Phone: _____ Fax: _____

Facility Size: _____ (In Sft)

Facility Type (please circle): Dual Stream / Single Stream

Facility Throughput : _____ (In tons/yr)

Residue Rate: _____ (%)

Explanation (if applicable):

Can Accept Transfer Trailer Loads (please circle): Yes / No

Constraints on Unloading:

Major Customers:

_____ / _____ / tons/year

_____ / _____ / tons/year

_____ / _____ / tons/year

_____ / _____ / tons/year

Expected End Markets for Major Materials:

Contaminant Handling Procedures:

Proposer is interested in the processing of the single stream recyclable materials contingent upon winning the hauling bid (Circle One): Yes/No

A proposal for the single stream recycling processing services must include the following technical information of the RTF/ MRF as attachments.

- ✓ Location Map, Site Plan (if applicable) and Building/Equipment Descriptions for proposed Scale and Tipping Area OR photos with captions of scale and tipping area will be accepted in place of site plan;
- ✓ Location Map, Floor Plan (if applicable) and Building/Equipment Descriptions for Proposed Recycling Processing Area(s) OR photos with captions of major separation equipment, sort lines, baler and storage areas will be accepted in place of floor plan;
- ✓ Recycling Processing and Marketing Project Experience
- ✓ 3 Recycling Processing and Marketing References
- ✓ Exceptions or Additional Explanations

If the intended RTF/MRF does not yet exist this response must include the following technical information as attachments.

- ✓ Location Map, Site Plan (if applicable) and Building/Equipment Descriptions for Facilities that will be used in the interim, prior to construction and startup of the intended MRF;
- ✓ Detailed Plans for the intended MRF showing all the information required above including Proposed Location Map, Proposed Floor Plan and Proposed Building/Equipment; and
- ✓ Timeline for construction and startup of the intended MRF.

Attachment B: Form 1-B: Cost Proposal Form

The City is seeking a revenue sharing for all the City recyclables based on a fixed market value for the life of the contract with no deductions for contamination. Proposer should bear the following material composition in mind for the City’s recyclables.

Material	Estimated Percentage Ranges
Paper (ONP, OCC, Mixed paper and sorted office paper)	60% to 70%
Plastics	15% to 20%
Metals (Tin, Steel and Bi-Metal)	1% to 2%
Aluminum	1% to 2%
Glass	5% to 15%
Contamination	8% to 10%

The suggested four tier approach represents the City’s goals for diversion as mentioned in other sections of this RFP. City is requesting cost proposal of the following tonnage ranges, recognizing the lower economies of scale with fewer tons, and improved economies of scales at higher tons.

- Tier 1 – For the first 6,000 tons delivered each year
- Tier 2 – For the 6,001 to 9,000 tons delivered each year
- Tier 3 - For the 9,001 to 12,000 tons delivered each year
- Tier 4 – For 12,001 tons and more delivered each year.

The flat rate shall remain firm for the term of the contract. In recognition of the potential for fluctuation of the Proposers cost, a price adjustment (increase or decrease) may be requested by either the City or the Proposer after the first 12 months. Such request for adjustment must be made in writing and agreed upon by both the parties. No more than two adjustments are allowed within the term of this contract.

As an incentive for the contracted proposer to participate in the educational efforts to maximize the City’s waste diversion rate, the price proposed in tiers 2 through 4 will be decreased by 10 percentage points if the goal is achieved before the target date as listed in quantities section **Error! Reference source not found.** of this RFP.

The City understands the complexity of this proposal and would consider any alternatives proposed as long as the proposed approach is profitable to the City.

Pricing Table		
	Fixed price for all the recyclables listed in Attachment-C	Fixed price for all the recyclables listed in Attachment-C <i>except Glass</i>
Tier 1		
Tier 2		
Tier 3		
Tier 4		

Attachment – C: Recyclables collected through the single stream recycling program

Under the City’s Single-Stream Recycling Program, the following materials will be collected and must be processed, marketed, and sold.

Newsprint: Also referred to as old newspaper (ONP), shall include newspaper and advertising supplements and other paper grades as delivered to local subscribers of newspaper distributed in the area.

Mixed Paper: Includes magazines, junk mail, paperboard and telephone directories.

Sorted Office Paper: Shall mean high grade paper from offices such as computer paper, sorted white ledger, copier paper and office stationary.

Old Corrugated Containers (OCC): Includes boxes with unbleached and unwaxed paper with ruffled liners.

Glass: Includes household glass containers, bottles and jars, including amber, flint, green, mixed and/or crushed glass.

Tin, Steel, and Bi-Metal Containers: Includes food, beverage, nonfood and aerosol cans made of mixed metal, such as tin and steel.

Used Aluminum Beverage Cans (UBC): Consists of household beverage cans made of aluminum.

Plastics: Includes plastic bottles, containers and packages made from various resins including PETE, HDPE, PVC, LDPE, PP, PS and other plastics, codes #1 through #7.

Please note that the City will not require the customers to flatten plastic, metal and aluminum containers. In addition, plastic bags, labels, lids, nozzles and metal neck rings may also be present in the recyclable materials delivered to the processing facility.