

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 110026
PROPOSAL DUE DATE: OCTOBER 12, 2010, AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: PROCESSING AND MARKETING OF CURBSIDE
AND COMMERCIALY COLLECTED RECYCLABLES

PRE-PROPOSAL CONFERENCE DATE: SEPTEMBER 8, 2010
TIME: 2:00 P.M., LOCAL AZ TIME
LOCATION: CITY HALL, 255 W. ALAMEDA, 6TH FLOOR
PROCUREMENT CONFERENCE ROOM, TUCSON AZ

SENIOR CONTRACT OFFICER: Keith E. Rogers
TELEPHONE NUMBER: (520) 837-4134
Keith.Rogers@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may also be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

****NOTICE****

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit www.tucsonprocurement.com, click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

KR/ts

PUBLISH DATE: Friday, August 13, 2010

DEFINITIONS

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

"Acceptable Recyclable Material" means any Recyclable Material that is accepted by the Recycling Facility. The Recycling Facility shall at a minimum accept, process, and market the following Recyclable Material:

- (i) Newspaper and all newspaper inserts;
- (ii) Brown paper bags;
- (iii) Old corrugated cardboard;
- (iv) Paperboard;
- (v) Milk cartons and drink boxes;
- (vi) Molded fiberboard;
- (vii) Magazines and catalogs;
- (viii) Phonebooks;
- (ix) Printing and writing paper;
- (x) Junk mail;
- (xi) Other paper;
- (xii) #1 through #7 plastic containers
- (xiii) Aluminum and steel/tin containers; and
- (xiv) Glass containers.

"Cart" means a wheeled, lidded (water tight) receptacle of approximately ninety six gallons or less, approved by the City for collection of Program Recyclable Material as part of the City Single Stream Recycling Program.

"City Single Stream Recycling Program" means the program prepared and adopted by the City for collection of Single Stream Program Recyclable Material via Carts to be processed by the Contractor.

"Collection" means the act of picking up Recyclable Material from homes, businesses, governmental agencies, institutions and/or industrial sites.

"Contamination" means the existence of any material or substance on or contained in Acceptable Recyclable Material that is not considered Acceptable Recyclable Material.

"County" means Pima County, Arizona or an agency of Pima County, Arizona.

"Law" mean any and all Federal, State and local laws, statutes, regulations, rulings, ordinances and policies.

"Market" or **"Marketing"** means the storage, promotion, and selling of Recyclable Material for resale or final consumption by Recyclable Material end markets.

"Offeror" means a person who submits a proposal in response to a solicitation.

"Person" means an individual, corporation, company, association, partnership, unit of local government, state agency, federal agency, or other legal entity.

"Post-consumer Material" means a discard generated by a business or residence that has fulfilled its useful life. Post-consumer Material does include discards from industrial or manufacturing processes.

"Program Recyclable Material" means Acceptable Recyclable Material identified by the City as Recyclable Material that may be collected as part of the City Single Stream Recycling Program.

"Process" or **"Processing"** means the process of separating, cleansing, treating and reconstituting Post-consumer Material(s) that would otherwise become Solid Waste and preparing them to be used as raw materials for products which meet the quality standards necessary to be returned to the economic stream in the form of raw material for reconstituted products which meet the quality standards necessary to be used in the marketplace, but does not include incineration or other similar processes.

"Processing Fee" shall mean the per ton fee for each ton of Recyclable Material accepted and processed by the Contractor. The Processing Fee shall only be charged at the original location for which Recyclable Material are accepted by the Contractor.

"Recyclable Material" means those materials which may be collected, separated, cleansed, treated or reconstituted and returned to the economic stream in the form of raw material or products.

"Recycled" means a process by which Post-consumer Material(s) are collected, separated, cleansed, treated or reconstituted and returned to the economic stream in the form of raw materials or products.

"Recycled Material" means those material(s) which have been separated from the Solid Waste stream, processed and ready to be returned to the economic stream in the form of raw material(s) or products.

"Recycling" means the process of collecting, separating, cleansing, treating and reconstituting Post-consumer Material(s) that would otherwise become Solid Waste and returning them to the economic stream in the form of raw material for reconstituted products which meet the quality standards necessary to be used in the marketplace, but does not include incineration or other similar processes.

"Recycling Equipment" means any machinery or apparatus used exclusively to recycle post-consumer waste material or manufacturing machinery used exclusively to produce finished products composed substantially of Post-consumer Material.

"Recycling Facility" shall mean an existing or to be constructed Recycling Facility, as set forth in Section 49-701(26) of the Arizona Revised Statutes, owned and operated by the Contractor.

"Recycling Transfer Station" shall mean an existing or to be constructed solid waste facility, as set forth in Section 49-701(29) of the Arizona Revised Statutes, owned and operated by the Contractor designed to transfer Recyclable Material to a Recycling Facility.

"Residue" or **"Residuals"** means that portion of Acceptable Recyclable Material accepted by the Contractor which is not converted to Recycled Material. Residue or Residuals does not include Contamination.

"Reuse" means the return of a commodity into the economic stream for use in the same kind of application as before without change in its identity.

"Single Stream" means a Recycling process in which Recyclable Material is collected commingled (mixed together) with no sorting required by the Person generating the Recyclable Material.

"Solid Waste" means any garbage, trash, rubbish, waste tire, refuse, sludge from a waste treatment plant, water supply treatment plant or pollution control facility and other discarded material, including solid, liquid, semisolid or contained gaseous material (as set forth in Section 49-701.01(A) of the Arizona Revised Statutes) unless otherwise excluded by the provisions of Sections 49-701.01(B) or 49-701.02 of the Arizona Revised Statutes.

"State" means the State of Arizona or an agency of the State of Arizona.

"Storage" means the containment or holding of material, either on a temporary or long-term basis, in such a manner as not to constitute disposal of such material.

"Scavenging" means the unauthorized removal of Recyclable Material after the generators thereof divest control physically or as a matter of law.

"Ton" means a unit of weight equal to 2,000 pounds.

Additional definitions are located on Page 15, Instructions To Offerors.

INTRODUCTION

The City of Tucson (City) is seeking proposals from qualified persons to provide processing and marketing of Recyclable Material collected via the City Single Stream Recycling Program and potentially the Neighborhood Recycling Centers and the City provided commercial frontend load Recycling program. The City provides Single Stream collection of Program Recyclable Material to approximately 142,000 carts within the City via the City Single Stream Recycling Program. Currently, the City Single Stream Recycling Program includes collection of the following Program Recyclable Material:

- A. Newspaper and all newspaper inserts;
- B. Brown paper bags;
- C. Old corrugated cardboard;
- D. Paperboard;
- E. Milk cartons and drink boxes;
- F. Molded fiberboard;
- G. Magazines and catalogs;
- H. Phonebooks;
- I. Printing and writing paper;
- J. Junk mail;
- K. Other Paper;
- L. #1 plastic bottles;
- M. #2 plastic bottles and jugs;
- N. Aluminum and steel/tin cans; and
- O. Glass containers.

In 2009, the City Single Stream Recycling Program recycled approximately _____ tons of Program Recyclable Material. Table 1 below presents a summary of the most recent historical tonnage of Program Recyclable Material recycled via the City Single Stream Recycling Program.

Table 1
City Single Stream Recycling Program Tonnage (_Jan 09- December 09)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
3-Mix Glass	458.94	415.93	462.20	444.14	407.74	399.25	440.62	424.33	391.83	393.14	419.15	508.62
Aluminum	31.83	26.70	31.98	31.34	31.96	30.86	32.23	30.61	30.07	29.27	29.28	34.33
Brown Glass												
Cardboard	875.40	786.68	814.49	798.30	871.35	765.51	783.62	820.96	523.07	511.74	501.99	548.78
Clear Glass												
Foil			19.22	33.89	48.90	62.71						
Green Glass												
HDPE Color	44.21	36.57	38.53	36.16	36.46	33.29	33.98	34.07	34.40	35.28	35.73	42.01
HDPE Natural	31.21	27.94	31.33	32.05	34.07	31.02	31.39	32.00	31.54	32.18	32.11	36.94
Baled # 7 ONP	1,269.03	1,039.73	1,102.88	1,102.11	1,136.07	1,030.79	1,083.55	1,111.03	1,030.07	1,038.88	1,042.63	1,291.78
Mixed Paper	321.34	257.57	287.82	296.99	317.88	289.35	250.12	237.03	209.58	190.92	171.91	183.57
PET	102.54	88.27	96.83	96.79	100.54	92.11	83.79	87.05	84.45	85.25	84.74	97.52
Shredded							0.00	0.00	0.00	0.00	0.00	0.00
Polystyrene	0.58	0.55	0.55	0.51	0.61	0.49	0.45	0.57	0.00	0.00	0.00	0.00
Tin	84.74	75.92	83.71	86.12	91.14	83.28	83.66	81.04	79.94	83.49	81.94	81.07
Rigid Plastics												
Trash	741.64	633.73	694.29	692.68	708.23	598.34	644.40	632.88	571.21	599.61	566.27	640.11
TOTAL TONS	3,961.46	3,389.59	3,663.83	3,651.08	3,784.95	3,417.00	3,467.81	3,491.57	2,986.16	2,999.76	2,965.75	3,464.73

The City began to receive tonnage data for Mixed Rigid Plastics in April and May of 2010. During those two months there were approximately 10.1 and 14.8 tons respectively.

In addition to the City Single Stream Recycling Program, the City of Tucson provides Recycling via the Neighborhood Recycling Centers and commercial frontend load Recycling program. As part of the Neighborhood Recycling Center program, the City operates fourteen (14) Neighborhood Recycling Centers. From July 1, 2008 thru June 30, 2009, the City collected approximately 2,900 tons of Recyclable Material from the Neighborhood Recycling Centers. Through its commercial front-end loader Recycling program, the City collected approximately 4,000 tons during the same time period. The City would consider including processing and marketing of the Recyclable Materials from the Neighborhood Recycling Centers and the commercial frontend load Recycling program to the Contract under the understanding that the Contractor would be responsible for the hauling of the Neighborhood Recycling Centers roll-off containers to and from the Recycling Facility or Recycling Transfer Station. Table 2 presents the current collection schedule for the Neighborhood Recycling Centers roll-off containers.

Table 2
Current Neighborhood Recycling Center Collection Schedule

Neighborhood Recycling Center	Number of containers	Service Days(s)		
		1	2	3
Booth –Fickett School	2	Tue	Fri	
Golf Links Sports Park.	2	Tue	Thur	
Himmel Park	2	Thur		
Jacobs Park	4	Mon	Thur	Sat
Joaquin Murrieta Park	3	Mon	Wed	Fri
Kennedy Park	3	Mon	Wed	Sat
Los Reales Landfill	3	Tue	Fri	
Mansfield Park	2	Tue	Fri	
Miller-Golf Links Library	2	Mon	Wed	Sat
Morris Udall Park	4	Mon	Wed	Fri
Patrick Hardesty Center	2	Tue	Sat	
Rise (Stone Ave)	2	Thur		
Tucson. Convention. Center	2	Thur		
Ward 5 Council Office	1	Thur		

The Scope of Work below details the services to be provided if the City awards a Contract as a result of this solicitation. Question(s) regarding this solicitation, including the Scope of Work, shall be submitted to the City in accordance with this solicitation.

SCOPE OF WORK

I. CONTRACT TERM:

The City is seeking processing and marketing services for Program Recyclable Material collected by the City as part of the City Single Stream Recycling Program and potentially Recyclable Materials collected by the City as part of the City Neighborhood Recycling program and the City provided commercial Recycling program. The City recognizes the capital investment required to provide the requested services. Therefore, to allow the Contractor to fully amortize their capital investment the initial Contract term shall commence upon execution and, including fifteen (15) years for acceptance, processing and marketing of materials beginning July 1, 2012, shall conclude June 30, 2027, with one optional renewal period of five years, or portion(s) thereof.

To ensure the successful Contractor is capable of providing processing and marketing services for Recyclable Material as of July 1, 2012, the City is requesting as part of the Recycling Facility/ Recycling Transfer Station Construction/Renovation and Recycling Equipment Plan described in Scope of Work (XII)(A) that Offerors demonstrate the capability to process and market Acceptable Recyclable Materials no later than thirty (30) calendar days prior to July 1, 2012.

II. EXCLUSIVE AND NON-EXCLUSIVE PROCESSING AND MARKETING OF RECYCLABLE MATERIAL:

A. Exclusive Processing and Marketing

The Contractor shall be the exclusive provider of processing and marketing of Program Recyclable Material collected by the City as part of the City Single Stream Recycling Program for the term of a Contract as defined in Scope of Work (I). In addition, at the City's sole option, the City may elect to award the Contractor the exclusive processing and marketing of Recyclable Materials collected by the City as part of the City Neighborhood Recycling program and the City provided commercial Recycling program.

B. Non-exclusive Processing and Marketing

Various Recycling programs are offered throughout the City of Tucson. The Contractor awarded a Contract for exclusive processing and marketing of Recyclable Material collected as described in Scope of Work II(A) above may provide Recycling services to other persons in the City as long as such services do not impact the Contractor's ability to provide the Scope of Work to the City as set forth in the Contract.

C. Cooperative Purchasing

The Contractor may provide services to other public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement as provided in the Special Terms and Conditions of this Request for Proposals as long as such services do not impact the Contractor's ability to provide the Scope of Work to the City as set forth in the Contract.

III. ACCEPTABLE RECYCLABLE MATERIAL:

A. Minimum Acceptable Recyclable Material

The City of Tucson is interested in expanding the Recycling programs in the City. As part of this solicitation, the City is requesting the successful Contractor provide for processing and marketing of as many Recyclable Materials as possible. At a minimum, the successful Contractor shall be required to provide for processing and marketing of all #1 through #7 plastics in addition to the Program Recyclable Material currently included in the City Single Stream Recycling Program. Vendors are encouraged to identify Recyclable Materials, such as such as film plastic, scrap metal, textiles, and other Recyclable Materials, beyond those defined as Acceptable Recyclable Materials to be processed and marketed by the successful Contractor. The definition of Acceptable Recyclable Material located in the Definitions of this Request for Proposal lists the Recyclable Materials required to be defined as Acceptable Recyclable Material. In addition to those Recyclable Materials as defined as Acceptable Recyclable Material in Definitions of this Request for Proposal, the City is interested in considering other Recyclable Material to be included as Acceptable Recyclable Material as opportunities to further expand Recycling within the City including the City Single Stream Recycling Program. The City reserves the right to define Program Recyclable Material to include any or all Recyclable Material identified by the Contractor in their proposal as Acceptable Recyclable Material.

Currently, Program Recyclables are not collected in plastic bags. However, the City requests the facility be designed in such a manner as to be able to accept Program Recyclable in plastic bags upon the request of the City in the future. If

the City elects to collect Program Recyclable Material contained in plastic bags, the City and the Contractor will negotiate in good faith to adjust the price proposal to reflect documented increases in cost of service.

B. Addition/Removal of Acceptable Recyclable Material

Beginning July 1, 2012, the Contractor shall accept Acceptable Recyclable Material identified in Contractor's proposal. As part of this procedure, Offeror shall include procedures to expand the Recyclable Materials accepted in accordance with Recycling Facilities in the area, including Recycling Facilities in Tucson or Phoenix area. The procedures should address adding and removing of Acceptable Recyclable Material to Program Recyclable Material. The proposed procedure shall provide, at a minimum, for the following:

(i) Addition/Removal of Accepted Recyclable Material by the Contractor

During the term of the Contract as defined in Scope of Work (I), the Contractor may submit a written request to the City to add or remove Recyclable Material identified as Acceptable Recyclable Material. Contractor shall not add or remove Recyclable Material as Acceptable Recyclable Material without the prior written authorization by the City. If the City authorizes the addition of a Recyclable Material as an Acceptable Recyclable Material, the City may, at its sole discretion, add such Acceptable Recyclable Material to the Program Recyclable Material with thirty (30) calendar days prior written notice to the Contractor. If the City authorizes the removal of a Recyclable Material, the Contractor shall accept such and process such Recyclable Material through the effective date of removal as specified in the written authorization signed by the City and the Contractor.

(ii) Addition/Removal of Accepted Recyclable Material by the City

During the term of the Contract as defined in Scope of Work (I), City may submit a written request to the Contractor to add or remove Recyclable Material identified as an Acceptable Recyclable Material. The City and the Contractor shall negotiate in good faith in regards to the City's request. As to the addition of a Recyclable Material as an Acceptable Recyclable Material by the City, any cost adjustments as a result of such addition of Accepted Recyclable Material by the City shall be limited to the actual documented costs less revenues proportional to the tonnage of such Acceptable Recyclable Material to be delivered by the City. As to the removal of a Recyclable Material as an Acceptable Recyclable Material by the City, any cost adjustments as a result of such removal shall be limited to actual documented costs less cost savings proportional to the tonnage of such Acceptable Recyclable Material to be delivered by the City.

C. Disposal of Program Recyclable Material as Solid Waste Prohibited

The Contractor shall not dispose as Solid Waste any Accepted Recyclable Material accepted and/or processed as a result of this Contract. The Contractor shall not market any Accepted Recyclable Material marketed as a result of this Contract to markets that the Contractor knows or reasonably should have anticipated will dispose of the Accepted Recyclable Material as Solid Waste except when authorized in writing by the Contract Representative.

IV. LOCATION OF RECYCLING FACILITY AND RECYCLING TRANSFER STATION:

The City is seeking a cost effective location for delivery of Recyclable Material. Therefore, the City will consider proposals that include processing of Recycling Materials via (i) direct haul to a Recycling Facility(ies) or (ii) direct haul to a Recycling Transfer Station(s) and transfer by the Contractor to a Recycling Facility(ies). To assist Offerors, the City has included a City Single Stream Recycling Program route map in the Attachments.

As part of the proposal, Offerors are required to identify the location(s) for (i) delivery of Recyclable Material by the City to the Contractor and (ii) processing and marketing of Recyclable Material by the Contractor. The City may evaluate the following factors as to the proposed location(s) for the delivery, processing, and marketing of Program Recyclable Material:

- A. Access to City roadways;
- B. Potential reduction or increase in City Single Stream Recycling Program routes;
- C. Potential reduction or increase in City Single Stream Recycling Program route miles;
- D. Potential reduction or increase in City Single Stream Recycling Program costs; and
- E. Other information regarding the proposed location of the Recycling Facility(ies) and/or Recycling Transfer Station(s).

Unless authorized in writing by the City, the Contractor shall be required to operate all Recycling Facility(ies) and Recycling Transfer Station(s) as proposed in their Proposal in accordance with the Contract for the term of the Contract as defined in Scope of Work (I).

V. ENCLOSED RECYCLING FACILITY AND RECYCLING TRANSFER STATION:

The City is requesting that the proposed Recycling Facility(ies) and Recycling Transfer Stations(s) be enclosed to address the following:

- A. Prevention of the release of material or litter on the Contractor's property;
- B. Prevention of the release of material or litter onto the public or other Person's private property;
- C. Protection of Recyclable Material from depreciation in value due to exposure to weather; and
- D. Prevention of other nuisances including, but not limited to noise and odor.

The City, to address the above items, prefers for any and all Recycling Facility(ies) and Recycling Transfer Station(s) proposed to provide services to the City to be enclosed at all access points. As part of the proposals, Offerors shall provide a detailed description of the means for enclosing Recyclable Material accepted by the Recycling Facility and Recycling Transfer Station.

VI. RECYCLING FACILITY AND RECYCLING TRANSFER STATION RECEIVING REQUIREMENTS:

A. Hours of Operation and Holidays

In their proposal, Offeror shall describe the hours of operation and holidays for the Recycling Facility(ies) and Recycling Transfer Station(s). This section provides minimum requirements for the Recycling Facility(ies) and Recycling Transfer Station(s). In the event that the Contractor's Recycling Facility is unable to process the material for three (3) consecutive calendar days, excluding holidays, the Contractor shall be required to procure another Recycling Facility for processing and marketing and compensate the City for any and all costs incurred due to the alternate Recycling Facility.

(i) Hours of Operation

Initial Hours of Operation

Upon commencement of Contract term on July 1, 2012, the Contractor shall, at a minimum, accept Recyclable Material from the City from 6:00 AM local time to 6:00 PM local time on Monday, Tuesday, Wednesday, Thursday, and Friday excluding holidays as set forth in Scope of Work (VI)(A)(ii).

(ii) Holidays

Upon commencement of the Contract term on July 1, 2012, the Contractor may close the Recycling Facility(ies) and/or Recycling Transfer Station(s) on holiday(s), the dates to be based in accordance with national observance, as defined by the City. Each contract year, the City shall notify the Contractor as to holiday(s) for the subsequent contract year. Currently, the holidays include:

- a. New Year's Day
- b. Martin Luther King Day
- c. Presidents Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veterans Day
- h. Thanksgiving
- i. Christmas Day

If the Contractor elects to close the Recycling Facility(ies) and Recycling Transfer Station(s) on any or all nationally observed holidays as defined by the City, Contractor shall provide written notice to the City one (1) calendar year prior to such holiday. Regardless of whether the Recycling Facility(ies) and/or Recycling Transfer Station(s) are closed on the City defined holidays, Contractor shall provide processing of Recyclable Material from the City from 6:00 AM local time to 6:00 PM local time on the other weekdays and Saturday for weeks in which a holiday identified above occurs on Monday, Tuesday, Wednesday, Thursday, or Friday. Excluding the above holidays, Contractor shall provide processing services in accordance with the hours of operation as set forth in Scope of Work (VI)(A)(i) unless authorized in writing by the Contract Representative.

B. Designated City Tipping Area

As part of the operation of the Recycling Facility(ies) and Recycling Transfer Station(s) for disposition of Recyclable Material by the City, Contractor shall provide a designated tipping area for up to three (3) City vehicles at the tipping area during all hours of operation. The designated City tipping area shall mean that the Contractor shall reserve an area within the tipping area solely for use by City vehicles. Offeror shall include in their proposal a detailed description of the designated tipping area for City.

C. Truck Turn-around Time Requirements

Contractor shall assure a truck turn-around time not to exceed twelve (12) minutes for City vehicles. The truck turn-around time shall be calculated as follows:

- (i) Commencement time shall be upon arrival of the City vehicle at scale to the Recycling Facility or Recycling Transfer Station in its entirety; and
- (ii) End time shall be upon the City vehicle passing the gates to the Recycling Facility or Recycling Transfer Station in its entirety.

Offeror shall include in their proposal the guaranteed truck turn-around time and the measures to be taken by the Offeror to ensure the truck turn-around time is achieved.

D. Truck Clearance Requirements

Contractor shall assure a truck clearance of a minimum of thirty (30) feet as required for entry, disposition, and exit of the location where the City is to deliver the Recyclable Material from the City. Offeror shall include a guarantee regarding truck clearance as part of their proposal.

E. Scale house Requirements

Contractor shall assure the scale house transaction time for each City vehicle not exceed thirty (30) seconds at all Recycling Facility(ies) and Recycling Transfer Station(s) receiving Recyclable Materials from City vehicles. The scale house transaction time shall be calculated as follows:

- (i) Commencement time shall be upon the City vehicle stopping on scale in its entirety; and
- (ii) End time shall be upon the City vehicle leaving the scale in its entirety.

The City requires that the selected Contractor must have available at all Recycling Facility(ies) and Recycling Transfer Station(s) processing and/or marketing Program Recyclable Material from the City Single Stream Recycling Program an operational scale house with the following operational equipment:

- (i) A certified scale (or scales), licensed in accordance with Arizona Revised Statutes Title 41 Chapter 15 Section 41-2091 as amended, with a ticket provided on both the right and left side of the vehicle with the following information:
 - a. Vehicle gross weight;
 - b. Vehicle tare weight;
 - c. Vehicle net weight;
 - d. Route number; and
 - e. Time.
- (ii) A scanner on both the right and left side of the vehicle to record the following information:
 - a. Vehicle number; and
 - b. Other information requested by the City.

The Contractor must have normal maintenance and calibration of the scale(s) to be performed in accordance with the manufacturer's recommendation and submit annual certificate of accuracy to the City and a copy is to be posted near the scale(s). The City shall have the right during normal working hours to enter the scale location to inspect and test the accuracy of the scale(s). In the event the scales are not operable at any time, a vehicle or container will be charged, based upon the average tonnage pre-established load capacity of past weight loads. All vehicles should have tare weights so that vehicles do not need to be weighed twice. Offeror shall include in their proposal a detailed description of the scale house procedures and data recording capabilities.

F. Rejection of loads from City

For the Scope of Work specified herein, the Contractor may reject a load for the following reasons only:

- (i) The load contains contamination in excess of fifty percent (50%) by weight of the load; or
- (ii) The load presents a health and safety hazard.

To reject a load, the Contractor shall notify the City driver prior to the City vehicle leaving the tipping area that the load has been rejected and the reason the load has been rejected. Upon notification, the Contract Representative shall be allowed twenty-four (24) hours to inspect the load. If upon inspection by the Contract Representative, the Contract Representative shall determine whether the load met either of the two (2) reasons for rejections identified above. If the Contract Representative inspects the load and determines the load does not meet either of the two (2) reasons for rejection identified above, the Contractor shall accept the load. If the Contract Representative inspects the load and determines the load does meet either of the two (2) reasons for rejection identified above or if the Contract Representative fails to inspect the load within twenty-four (24) hours, the City shall remove the material from such rejected load within forty-eight (48) hours of notification of rejected load to the City vehicle driver. If the rejected load is not removed from the Contractor's possession by the City within forty-eight (48) hours after initial notification to the City vehicle driver, the Contractor may then take necessary steps to properly dispose of said items. The City shall reimburse the Contractor for reasonable expenses and charges for handling, loading, preparing, transporting, storing, and caring for unacceptable waste disposed by the Contractor. For rejected loads disposed by the Contractor, or a third party retained by the Contractor, the Contractor shall ensure that such material is disposed at the City Los Reales Landfill or a facility approved by the Contract Representative. Contractor shall be responsible for providing a procedure for rejection of loads consistent with this section.

VII. RECYCLING FACILITY PROCESSING REQUIREMENTS:

A. Minimum Processing capacity for Recycling Facility

The Recycling Facility(ies) and Recycling Transfer Station(s) shall be of sufficient capacity as to provide processing capacity for Recyclable Material from City Single Stream Recycling Program, Neighborhood Recycling Centers, and City provided commercial frontend load Recycling program through July 1, 2032.

B. Processing Equipment Requirements

Recycling Equipment shall process Program Recyclable Material as to capture a minimum of 95% of such Program Recyclable Material. The Contractor shall be required to process Program Recyclable Material, excluding Contamination, as to ensure Residuals do not exceed 5% per working days. Offerors shall provide a description of the Recycling Equipment to be used for processing of Acceptable Recyclable Material. In addition, Offerors shall provide a description of the purchase/lease agreement(s) and maintenance protocol for the proposed equipment. As part of the proposal, Offerors shall specify the costs of the proposed equipment and estimated timeline for purchase of such equipment.

C. Disposal of Residuals and Contamination

Contractor shall be responsible for all costs associated with disposal, collection, delivery, and other costs for Residuals and Contamination. Contractor shall ensure that Residuals and Contamination are disposed at a facility approved by the Contract Representative.

VIII. RECYCLABLE MATERIAL MARKETING REQUIREMENTS:

The Contractor shall be responsible for marketing Recyclable Material in accordance with this Contract. The City intends to encourage the Contractor to sell Recyclable Material to the end market with the highest price available in the open market. If City is authorized to use glass as alternative daily cover at Los Reales Landfill, the City may accept glass from the Contractor at no cost to the City that has been processed to meet the specifications of the City including but not limited to crushed to less than 3/8 inch. Offeror shall include a detailed description of the marketing plan and protocol to identify the highest price available in the open market.

IX. RECYCLABLE MATERIAL AND RECYCLED MATERIAL STORAGE REQUIREMENTS:

For incoming Recyclable Material, Contractor shall provide sufficient storage of Recyclable Material within the enclosed area.

For Recycled Material (meaning its been processed), Contractor shall store Recycled Material, to (i) prevent degradation of such materials, (ii) prevent negative impact due to maneuvering of vehicles, and (iii) promote the safety of the City personnel, Contractor personnel, and other persons. Contractor shall not store Recycled Material for longer than the shorter of ninety (90) calendar days or as permitted by law without the written approval of Contract Representative. Offeror shall provide a description of the storage of Recyclable Material.

X. PERSONNEL REQUIREMENTS:

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions. Key personnel shall include at a minimum the Recycling Facility Manager.

The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the City. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace such personnel with personnel of substantially equal ability and qualifications.

At a minimum, Offeror shall provide:

- A. Resumes for key personnel proposed to provide services if awarded the Contract;
- B. Policies and procedures that are in place to ensure that personnel performing services are qualified and proficient;

XI. PUBLIC EDUCATION AND OUTREACH REQUIREMENTS:

The City will continue to encourage participation in the City Single Stream Recycling Program through education and outreach programs. Contractor will be required have a public education and outreach educator at the Recycling Facility or Recycling Transfer Station. In addition, the Contractor shall be required to provide, at a minimum, the following support for public education and outreach of the City Single Stream Recycling Program:

A. Onsite Public Education and Outreach Center

The Public Education and Outreach Center shall be located at the Recycling Facility or Recycling Transfer Station where the City delivers the Program Recyclable Material. The Public Education and Outreach Center shall be adequately sized to seat a minimum of thirty (30) adults. In addition, the Public Education and Outreach Center shall be equipped with live feed of key steps of the processing of Program Recyclable Material at the Recycling Facility or Recycling Transfer Station. In development of the public education and outreach programs to be presented at the Public Education and Outreach Center, the Contractor shall ensure the City is featured prominently in the presentation and the materials. The Contractor, per the direction of the Contract Representative, and the Contract Representative shall ensure public education and outreach programs and materials at the Public Education and Outreach Center are authorized by the Contract Representative. The Contractor's public education and outreach educator shall be responsible for presenting all City education and outreach programs and materials at the Public Education and Outreach Center.

B. Data for Public Education and Outreach Material

To promote Recycling, the City intends to continue to develop and distribute public education and outreach material regarding the City Single Stream Recycling Program. In development of public education and outreach materials, the City may request of the Contractor's input as to the City Single Stream Recycling Program or other recycling programs within the City.

Offeror shall include in their proposal the public education and outreach to be provided by the Offeror if selected for award of the Contract. In addition, Offeror shall describe the method for reporting public education and outreach conducted by the Offeror to the City, if selected for award of the Contract.

XII. REPORTING AND PLANNING REQUIREMENTS:

A. Recycling Facility/ Recycling Transfer Station Construction/Renovation and Recycling Equipment Plan

Offeror shall provide a proposed construction and Recycling Equipment plan as part of the proposal. The plan shall, at a minimum, provide the following information:

- (i) Proposed schedule for construction/renovation of Recycling Facility(ies) and/or Recycling Transfer Station(s) including, at a minimum, the following dates:
 - a. Date of purchase of property for Recycling Facility(ies) and/or Recycling Transfer Station(s);
 - b. Date for commencement of permit application;
 - c. Date for commencement of construction/renovation;
 - d. Date for completion of construction/renovation;
 - e. Date for purchase of Recycling Equipment;
 - f. Date for receipt of Recycling Equipment;
 - g. Date for commencement of processing and marketing of Acceptable Recyclable Materials that shall not be later than July 1, 2012); and
 - h. Other key dates associated with the construction/renovation of and Recycling Equipment at the Recycling Facility(ies) and/or Recycling Transfer Station(s).
- (ii) Description of location of each Recycling Facility/ Recycling Transfer Station;
- (iii) Description of enclosed facility at each Recycling Facility/ Recycling Transfer Station;
- (iv) Description of Recycling Equipment at each Recycling Facility/ Recycling Transfer Station;
- (v) Description of layout of Recycling Equipment at each Recycling Facility/ Recycling Transfer Station;
- (vi) Description of permitting schedule;
- (vii) Description of land purchase schedule;
- (viii) Description of Recycling Equipment purchase schedule;
- (ix) Description of personnel hiring schedule;
- (x) Description of storage of Recyclable Material;
- (xi) Description of traffic flow including priority access for City vehicles; and
- (xii) Other construction and Recycling Equipment information to assist the City in evaluation of the plan.

The Construction/Renovation and Recycling Equipment Plan shall be developed as to demonstrate the capability to process and market Accepted Recyclable Material no later than July 1, 2012. If awarded the Contract, the Contractor shall provide a detailed Construction/Renovation and Recycling Equipment Plan for authorization by the Contract Representative. The Contractor shall deliver the plan in hard copy and in electronic copy. The Contract Representative shall determine the organization and the format for the electronic copy (i.e., Microsoft Word, Excel, etc.). The City, at the expense of the City, may retain a third party to review the Recycling Facility/ Recycling Transfer Station Construction/Renovation and Recycling Equipment Plan to evaluate whether the facility shall be compliant with the Contract. Prior to acceptance of Acceptable Recyclable Materials at the Recycling Facility(ies) and Recycling Transfer Station(s), the City, at the expense of the Contractor, may retain a third party to review the Recycling Facility/ Recycling Transfer Station Construction/Renovation and Recycling Equipment Plan to evaluate whether the facility is in

compliance with the authorized Recycling Facility/ Recycling Transfer Station Construction/Renovation and Recycling Equipment Plan.

B. Monthly Recycling Facility Operations Report

The Contractor will be required to provide the following monthly report within fifteen (15) calendar days of the end of each calendar month commencing on July 1, 2012 for the entire Contract term. The Contractor will be required at a minimum to provide information regarding:

- (i) Tonnage, date, ticket number, gross weight, tare weight, and net weight of Recyclable Material received from the City by route for the month;
- (ii) Tonnage, date, ticket number, gross weight, tare weight, and net weight of Recyclable Material received from the City by vehicle number for the month;
- (iii) Turn-around time for City vehicles delivering Recyclable Material by vehicle and date;
- (iv) Tonnage of Single Stream Recyclable Materials received from within the City for the month;
- (v) Tonnage of non-Single Stream Recyclable Materials by material type received from within the City for the month;
- (vi) Tonnage of Single Stream Recyclable Materials received from outside the City for the month;
- (vii) Tonnage of non-Single Stream Recyclable Materials by material type received from outside the City for the month;
- (viii) Total tonnage of Single Stream Recyclable Materials for the month;
- (ix) Total tonnage of non-Single Stream Recyclable Materials by material type for the month;
- (x) Marketed and stored tonnage of other Single Stream Recyclable Materials received from within the City for the month;
- (xi) Marketed and stored tonnage of other non-Single Stream Recyclable Materials received from within the City for the month;
- (xii) Marketed and stored tonnage of other Single Stream Recyclable Materials received from outside the City for the month;
- (xiii) Marketed and stored tonnage of other non-Single Stream Recyclable Materials received from outside the City for the month;
- (xiv) Revenues received by the Contractor from the sale of Recyclable Material for the month, by Recyclable Material type;
- (xv) Local index, as defined in Special Terms and Conditions of this Request for Proposal, for the Recyclable Material for the month;
- (xvi) Public education and outreach information (i.e number of tours, people attended and ages) for the month; and
- (xvii) Other information requested by the City to assist with verification of fees, revenue share, and public education and outreach.

The Contract Representative shall determine the format of the reports. The Contractor shall deliver the monthly reports in hard copy and in electronic copy. The Contract Representative shall determine the format for the electronic copy (i.e., Microsoft Word, Excel, etc.).

C. Annual Recycling Facility Operations Plan

The Contractor will be required to provide the following plan for authorization by the Contract Representative within ninety (90) calendar days of execution of this Contract to the Contract Representative for authorization. In addition, the Contractor shall be required to submit the following plan on an annual basis to the Contract Representative between sixty (60) and ninety (90) calendar days of July 1st or an amendment to the plan is required as determined by the Contract Representative. The Annual Recycling Facility Operations Plan shall include the following plans:

- (i) Recycling Facility Receiving Plan;
- (ii) Recycling Facility Processing Plan;
- (iii) Recycling Facility Marketing Plan; and
- (iv) Recycling Facility Public Education Plan.

As part of the proposal, Offeror shall describe the information to be included in the plans and the commitment to developing and updating the plan for the term of the Contract. The Contract Representative shall determine the format of the plans. The Contractor shall deliver the plans in hard copy and in electronic copy. The Contract Representative shall determine the format for the electronic copy (i.e., Microsoft Word, Excel, etc.).

D. Annual Emergency Plan

The Contractor will be required to provide an Annual Emergency Plan for authorization by the Contract Representative within ninety (90) calendar days of execution of this Contract to the Contract Representative for authorization. In addition, the Contractor shall be required to submit an Annual Emergency Plan on an annual basis to the Contract

Representative between sixty (60) and ninety (90) calendar days of July 1st or an amendment to the plan is required as determined by the Contract Representative. The Annual Emergency Plan shall provide for alternate processing and marketing services in the event the Contractor's proposed Recycling Facility(ies) and/or Recycling Transfer Station(s) are unable to accept Recyclable Material.

As part of their proposal, Offeror shall describe the information to be included in the plans and the commitment to developing and updating the plan for the term of the Contract. The Contract Representative shall determine the format of the plan. The Contractor shall deliver the plans in hard copy and in electronic copy. The Contract Representative shall determine the format for the electronic copy (i.e., Microsoft Word, Excel, etc.).

XIII. RECORDKEEPING REQUIREMENTS:

The Contractor shall create, maintain, and make available records as defined in, and required by, all applicable federal, State, and local Laws, and any reports as are reasonably necessary to:

- A. Document Recyclable Material by time delivered, tonnage of material delivered, unaccepted loads by date collected, and other information as requested by Contract Representative.
- B. Document Recyclable Material tons marketed by commodity, entity marketed to, price paid by the end market, and other information as requested by Contract Representative.
- C. Document Recyclable Material and Solid Waste disposed, and other information as requested by Contract Representative.
- D. Such other documents and reports as the City may reasonably require to verify compliance with the Contract or to meet the City's reporting requirements with the State of Arizona.

All of Contractor's records shall be available to City and its representatives at reasonable times and places throughout the term of this Agreement and for a period of five (5) years after last or final payment. Offeror shall describe the procedure for creating, maintaining, and making available the records identified in this section.

XIV. AUDITING AND INSPECTION RIGHTS:

A. Mechanized Auditing of City Single Stream Recycling Program

The City Single Stream Recycling Program audits will provide Program Recyclable Material composition information to be used for determination of revenue share as described in the Special Terms and Conditions. Offeror shall provide a detailed description of the mechanized auditing procedures for City Single Stream Recycling Program. The mechanized auditing procedures shall meet the following requirements:

- (i) Audits shall be conducted four (4) times each twelve (12) calendar months to be performed in July, October, January and April of each year commencing;
- (ii) Audits shall include a minimum of two (2) loads and a maximum of four (4) loads per audit;
- (iii) Dates and times of audits shall be mutually agreed upon by the Contract Representative and the Contractor;
- (iv) Audits may be attended by Contract Representative;
- (v) Loads to be included in the audits shall be selected at the sole discretion of the Contract Representative; and
- (vi) Costs of the audits will be performed at no additional charge to the City as a part of the Contract.

The results of the audit shall be utilized for calculation of payment in accordance with the Special Terms and Conditions.

B. Auditing of Contractor's Reports and Records

To confirm compliance with the Contract, the Contract Representative shall have access to all records of the Contractor for inspection and audit, at City's own expense. Proposals shall include a general description of the ability of the City to audit the Offeror's records if awarded a Contract.

C. Inspection of Recycling Facility(ies), Recycling Transfer Station(s) and Recycling Equipment

The City or any of its duly authorized representatives shall have access, to inspect Contractor's facilities, including the Recycling Facility(ies), Recycling Transfer Station(s), and Recycling Equipment and perform such inspections, as the City deems reasonably necessary, to determine whether or not the services provided by Contractor conform to the Scope of Work and Terms and Conditions of the Contract. The City shall conduct the inspection of facilities and Recycling Equipment during hours of operation. The Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by City representatives.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.

B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.

C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 5 copies (total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED

PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. **LATE PROPOSALS:** Late proposals will be rejected.
16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for one hundred and sixty (160) days after the proposal due date and time.
17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
19. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
21. **CITY OF TUCSON BUSINESS LICENSE:** Prior to the award of a Contract, the successful offeror must obtain a City of Tucson Business License or a written determination that a business license is not required issued by the City's Business License Section. The business license must remain valid throughout the life of this contract. Contractor must provide a valid copy of the business license or a written determination that a business license is not required prior to award and at contract renewal. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
22. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
22. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
 - (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

23. **PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.
24. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
 - A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and

E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Price Proposal and Recyclable Material Revenue Share
- B. Delivery Location for Recyclable Material
- C. Qualifications & Experience and Financial History
- D. Method of Approach

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Price Proposal

1. Provide price proposal as requested on the Price Page attached herein.

B. Delivery Location for Recyclable Material

1. Provide a detailed description of the location(s) for Delivery of Recyclable Materials. At a minimum, include a description of the following:
 - a. Access to City roadways;
 - b. Potential reduction or increase in City Single Stream Recycling Program routes;
 - c. Potential reduction or increase in City Single Stream Recycling Program costs; and
 - d. Other information regarding the proposed location of the Recycling Facility(ies) and/or Recycling Transfer Station(s)
2. Provide a map depicting each location, Recycling Facility and/or Recycling Transfer Station, for delivery of Recyclable Material.

C. Qualifications & Experience and Financial History

1. Demonstrate how your proposal meets the requirements contained in the Scope of Work.
2. Provide a Statement of Organization as requested on the Statement of Organization Page (Attachment A).
3. Provide a detailed description of personnel as to meet or exceed the requirements as set forth in the Scope of Work.
4. Provide a listing of Qualifications & Experience as requested on Qualifications & Experience Page (Attachment B).
5. Please identify whether the Offeror has had a contract for Recyclable Material processing and marketing services terminated early in the last five (5) years?
_____ Yes, please explain: _____
_____ No
6. Please identify whether or not the Offeror has filed for bankruptcy in the last five (5) years:
_____ Yes, the Offeror has filed for bankruptcy in the last five (5) years.
_____ No, the Offeror has not filed for bankruptcy in the last five (5) years.
7. Provide a copy of Offeror's most recent audited financial statement. If the Offeror does not have an audited financial statement the Offeror shall provide non-audited financial statement and complete federal tax returns for the last two (2) years).

D. Method of Approach

1. Demonstrate how your proposal meets the requirements contained in the Scope of Work
2. Provide the Bid Surety in accordance with Special Terms and Conditions.
3. Provide a letter demonstrating capability to obtain a Performance Surety in accordance with Special Terms and Conditions.
4. List the Recyclable Materials to be defined as Acceptable Recyclable Materials.
5. Provide a detailed description of the enclosure of each Recycling Facility(ies) and Recycling Transfer Stations(s) to address the following:
 - a. Prevention of the release of material or litter on the Contractor's property;
 - b. Prevention of the release of material or litter onto the public or other Person's private property;
 - c. Protection of Recycled Material from depreciation in value due to exposure to weather; and
 - d. Prevention of other nuisances including, but not limited to noise and odor.

6. Provide a detailed description of the each Recycling Facility(ies) and Recycling Transfer Stations(s) to address the following requirements set forth in the scope of services:
 - a. Hours of operation;
 - b. Truck turn-around time;
 - c. Truck clearance;
 - d. Scale house procedures;
 - e. Priority access for City; and
 - f. Rejection of loads.
7. Provide a detailed description of the Recycling Facility processing procedures as to meet or exceed the requirements set forth in the Scope of Work.
8. Provide a detailed description of the Recycling Facility marketing procedures as to meet or exceed the requirements set forth in the Scope of Work.
9. Provide a detailed description of the Recycling Facility storage procedures as to meet or exceed the requirements set forth in the Scope of Work.
10. Provide a detailed description of the Public Education procedures as to meet or exceed the requirements set forth in the Scope of Work.
11. Provide a detailed description of any recycling incentive programs offered by you or your affiliates.
12. Provide a proposed Recycling Facility/Recycling Transfer Station Construction/Renovation and Recycling Equipment Plan. The plan shall, at a minimum, provide the following information:
 - a. Proposed schedule for construction/renovation of Recycling Facility(ies) and/or Recycling Transfer Station(s) including, at a minimum, the following dates:
 - i. Date of purchase of property for Recycling Facility(ies) and/or Recycling Transfer Station(s);
 - ii. Date for commencement of permit application;
 - iii. Date for commencement of construction/renovation;
 - iv. Date for completion of construction/renovation;
 - v. Date for purchase of Recycling Equipment;
 - vi. Date for receipt of Recycling Equipment;
 - vii. Date for commencement of processing and marketing of Acceptable Recyclable Materials that shall not be later than July 1, 2012); and
 - viii. Other key dates associated with the construction/renovation of and Recycling Equipment at the Recycling Facility(ies) and/or Recycling Transfer Station(s).
 - b. Description of location of each Recycling Facility/ Recycling Transfer Station;
 - c. Description of enclosed facility at each Recycling Facility/ Recycling Transfer Station;
 - d. Description of Recycling Equipment at each Recycling Facility/ Recycling Transfer Station;
 - e. Description of layout of Recycling Equipment at each Recycling Facility/ Recycling Transfer Station;
 - f. Description of permitting schedule;
 - g. Description of land purchase schedule;
 - h. Description of Recycling Equipment purchase schedule;
 - i. Description of personnel hiring schedule;
 - j. Description of storage of Recyclable Material;
 - k. Description of traffic flow including priority access for City vehicles; and
 - l. Other construction and Recycling Equipment information
13. Provide a detailed description of the Monthly Recycling Facility Operation Report and Annual Recycling Facility Operation Report as to meet or exceed the requirements set forth in the Scope of Work.
14. Provide a detailed description of the Annual Emergency Plan as to meet or exceed the requirements set forth in the Scope of Work.
15. Provide a detailed description of the Recordkeeping procedures as to meet or exceed the following requirements
 - a. Audits shall be conducted four (4) times each twelve (12) calendar months to be performed in July, October, January and April of each year commencing;
 - b. Audits shall include a minimum of two (2) loads and a maximum of four (4) loads per audit;
 - c. Dates and times of audits shall be mutually agreed upon by the Contract Representative and the Contractor;
 - d. Audits may be attended by Contract Representative;
 - e. Loads to be included in the audits shall be selected at the sole discretion of the Contract Representative; and
 - f. Costs of the audits will be performed at no additional charge to the City as a part of the Contract.
16. Provide a detailed description of the Auditing Procedures as to meet or exceed the requirements set forth in the Scope of Work.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on all of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **PERFORMANCE SURETY:** The successful Offeror must furnish a performance surety in the amount of \$1,500,000.00 U.S. Dollars of the awarded Contract amount within ten (10) days after notice of award. The performance surety amount for each succeeding year shall be inflated by the Consumer Price Index, and the performance surety shall be renewed by the Contractor and maintained throughout the term of Contract. The surety will be in the form of a bond, cashier's check, certified check, money order, irrevocable direct pay letter of credit, or certificate of deposit. Personal or company checks are not acceptable unless certified. The performance surety shall be a surety company duly authorized to do business in the State of Arizona; having an "A" or better rating by A. M. Best or Standard and Poor's; included on the list of surety companies approved by the Treasurer of the United States of America; and acceptable to City of Tucson.

2. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See www.tucsonaz.gov/procure and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). Additionally, the Contractor may negotiate pricing adjustments (upwards or downwards) based upon the participating agency's usage/volume. The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

3. **INSPECTION:** The City reserves the right to inspect the Contractor's facility at any time during working hours.

4. **INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statute
Employer's Liability	\$100,000
Comprehensive General Liability Insurance	\$1,000,000 Bodily Injury Combined Single Limit
Including:	\$100,000 Property Damage
(1) Products & Completed Operations	
(2) Blanket Contractual	

Comprehensive Automobile

\$1,000,000 Bodily Injury Liability Insurance
Combined Single Limit

Including:

- (1) Non-Owned
- (2) Leased
- (3) Hired Vehicles

\$100,000 Property Damage

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

- 5. LIVING Wage Requirement:** In accordance with the Tucson Procurement Code, Chapter 28, Article XV, providing for a living wage requirement for all employees supplying specific service to the City of Tucson, this solicitation, and the resulting Contract, is subject to the referenced Article. By signing the Offer and Acceptance page, Bidder/Offeror agrees to comply with the requirements of the Article. Such requirements include, but are not limited to:

A wage of no less than \$9.74 per hour (with health benefits being provided to employees); or
A wage of no less than \$10.96 per hour (without health benefits being provided to employees); and If health benefits are offered, an eligible contractor shall pay no less than 50% of the eligible employee's health benefits premium.

In accordance with Sec. 28-157 (f) of the Tucson Procurement Code, if health benefits are offered to an eligible employee under an eligible Contract, proof of the above compliance shall be provided by the successful Bidder/Offeror upon notification by the City of its intent to award a Contract.

Notwithstanding the Severability clause, under Standard Terms and Conditions, if the provisions of this clause become unenforceable for any reason, the City reserves the right to terminate this Contract without penalty or liability. In the event the City negotiates an adjustment to the terms, conditions, or price acceptable to the parties, then this Contract shall continue until expiration.

Compliance with Wage Requirement:

The City's Director of Procurement shall monitor compliance, including the investigation of claimed violations, and may promulgate administrative rules and regulations to implement and enforce this Article. In the event of any violation of the provisions set forth in this Article, the responsible Contractor and any applicable subcontractors shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The City's Director of Procurement is additionally authorized to take any one or more of the following remedies in the event of a written determination of noncompliance:

Liquidated damages paid to the City in the amount of \$50.00 for each incidence of non-compliance for each day of non-compliance and/or each day it continues;
Suspension of further payments under the Contract until the violation has ceased;
Suspend and/or terminate the Contract for cause; and/or
Debar or suspend the Contractor or subcontractor from future City contracts pursuant to Tucson Procurement Code, Chapter 28, Article IX.

Protests or appeals of the Director's remedies for non-compliance shall be in accordance with Article IX.

Records for Wage Requirement:

The Contractor and any applicable subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the City's Director of Procurement, and shall permit such representatives to interview employees during working hours on the job. If the Contractor and any applicable subcontractor fails to submit the required records or make them available, the Director may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Article IX.

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

All inquiries regarding the Living Wage program may be directed to the Contract Officer responsible for this solicitation.

- 6. PAYMENT:** On or before the fifteenth (15th) of the calendar month, Contractor shall submit a statement in a format approved by the Contract Representative. Payment shall be based on the Processing Fee, Floor Prices, index prices, and actual sales prices as set forth on the Price Page. The composition for Single Stream Payment shall be based on the most recently conducted audit performed in accordance with this Contract. Payment for July shall be based in the audit to be performed in July 2012. For each commodity, the payment shall be based on the following formulae expressed below:

*If Floor Price is greater or equal to (Greater of Index Price or Actual Sales Price for Program Recyclable Material) then payment shall be calculated using the following formula:
 (Processing Fee X City tons accepted) – (Floor Price X City tons accepted) – Liquidated Damages
 Otherwise*

*If Floor Price is less than the (Greater of Index Price or Actual Sales Price for Program Recyclable Material) then payment shall be calculated using the following formula:
 (Processing Fee X City tons accepted) – (Revenue Share x ((Greater of Index Price or Actual Sales Price for Program Recyclable Material X City tons accepted)) – Liquidated Damages*

The Index Price shall be calculated by the Contractor each month based on the commodity values reflected in the following published indices during that month:

**Table 3
 Index for Calculation of Index Price**

Commodity	Index
Newspaper	Official Board Markets (OBM), ONP #6, high-side, Southwest region, (1st issue of the month)
Brown Paper Bags	Official Board Markets (OBM), OCC #11, high-side, Southwest region, (1st issue of the month)
Corrugated Cardboard	Official Board Markets (OBM), OCC #11, high-side, Southwest region, (1st issue of the month)
Magazines and Catalogs	Pulp & Paper Week, high-side, Dallas-Houston, (1st issue of the month)
Phonebooks	Pulp & Paper Week, high-side, Dallas-Houston, (1st issue of the month)
Other Mixed Paper	Official Board Markets (OBM), Mixed Paper #2, high-side, Southwest region, (1st issue of the month)
Plastics #1	Waste & Recycling News, Secondary Materials Pricing.com, Plastics PET Baled, Houston Southcentral region, (1st issue of the month)
Plastics #2 (Natural)	Waste & Recycling News, Secondary Materials Pricing.com, Plastics Natural HDPE Baled, Southcentral region, (1st issue of the month)
Plastics #2 (Colored)	Waste & Recycling News, Secondary Materials Pricing.com, Plastics Colored HDPE Baled, Southcentral region, (1st issue of the month)
Plastics #3-#7	Actual Sales Price/Verified Market Price
Aluminum Cans	American Metal Market (AMM), Aluminum, (1st issue of the month)
Steel/Tin Cans	American Metal Market (AMM), Tin, (1st issue of the month)
Glass	The greater of the actual sales price, verified market price, or zero

Contractor shall submit payment to the City for the prior month on or before the fifteenth (15th) of the subsequent month. The City shall make every effort to process payment for the purchase of services within twenty-one (21) calendar days after receipt of a correct invoice.

- 7. PRICE ADJUSTMENT:** All costs proposed in on the Price Page shall remain fixed from the execution of this Agreement through June 30, 2013. On July 1, 2013 and every July 1st thereafter for the life of this Contract, all prices on the Price Page, shall be adjusted, increased or decreased, according to this section. The annual adjustment shall be a based on the Consumer Price Index– All Urban Consumers ("CPI") by the Bureau of Labor Statistics for June of the calendar year compared to June of the prior calendar year. The price adjustment shall not increase or decrease in excess of four percent (4%) per twelve (12) months.
- 9. CONTRACT TERM AND RENEWAL:** The term of the Contract shall commence upon execution and shall remain in effect through June 30, 2027. Acceptance, processing and marketing of materials under this contract shall commence at 12:00 a.m., local Tucson time, July 1, 2012 for a period of fifteen (15) years (through June 30, 2027), unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for one additional five-year period or portion(s) thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 10. TITLE AND RISK OF LOSS:** The title and risk of loss of Recyclable Material shall pass to Contractor upon delivery of the Recyclable Material to the Contractor at the point of delivery, unless otherwise provided within this Contract. For

Recyclable Material which are lost, whether by theft, fire, or other means, Contractor shall submit payment to the City for such Recyclable Material in accordance with Special Terms and Conditions Item #7.

11. **LIQUIDATED DAMAGES:** The Contractor agrees that the City will incur damages if the Contractor fails to complete the work within the specified time or any approved extensions thereof and that the liquidated damages specified herein represent a fair and equitable approximation of the City's damages.

The amounts listed are per occurrence or per calendar day. If the Contract is not terminated, the Contractor shall continue performance and be liable to the City for the liquidated damages until the services performed.

In the event the City exercises its right of termination, the Contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain performance of similar services.

- A. Failure to accept and commence the processing and marketing of Acceptable Recyclable Materials by July 1, 2012.
\$5,500 per day. This figure assumes tip fee, and transportation costs for 150 tons of material per day
- B. Failure to accept Acceptable Recyclable Material during Hours of Operation.
\$5,500 per day. This figure assumes tip fee, and transportation costs for 150 tons of material per day
- C. Disposal of Program Recyclable Material as Solid Waste.
Contractor shall be responsible for all costs related to the public relations campaign for explanation of the occurrence(s) to City Management and to the General Public

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall

prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 14. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. INTERPRETATION-PAROLE EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. LICENSES: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

25. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

26. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

29. PAYMENT: The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

30. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

31. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not

inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 41. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 42. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE (continued)

For Part A and Part B, Offeror must specify below whether a guaranteed floor price for any commodity will be provided in the event the index for such commodity falls below the stated floor price. The floor price for any commodity will be fixed for the initial Contract term. A blank will indicate no guaranteed floor price was offered.

	Floor Price
Newspaper and all newspaper inserts	_____
Brown paper bags	_____
Old corrugated cardboard	_____
Paperboard	_____
Milk cartons and drink boxes	_____
Molded fiberboard	_____
Magazines and catalogs	_____
Phonebooks	_____
Printing and writing paper	_____
Junk mail	_____
Other paper	_____
#1 plastic containers	_____
#2 natural plastic containers	_____
#2 natural colored containers	_____
#3-7 plastic containers	_____
Aluminum containers	_____
Steel/tin containers	_____
Clear glass containers	_____
Brown glass containers	_____
Green glass containers	_____
Other glass containers	_____

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this ____ day of _____, 2010.

Awarded this ____ day of _____, 2010.

As Tucson City Attorney and not personally

Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

ATTACHMENT A

STATEMENT OF ORGANIZATION

1. OFFEROR:

Full Name of Business: _____

Principal Business Address: _____

Principal Phone Number: _____

Local Business Address: _____

Local Business Contact Person: _____

Local Business Phone: _____

Local Business Fax: _____

Local Business E-Mail: _____

Type of Organization: _____

Tax ID #: _____

License #: _____

Provide names of authorized representative(s) of the Proposer who has legal authority to bind the Proposer in contractual obligations:

(a) _____

(b) _____

(c) _____

2. SUBCONTRACTOR

List of all firms participating in this proposal:

	Name	Address	Area of Responsibility
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____

ATTACHMENT B

QUALIFICATIONS & EXPERIENCE

Offerors must submit with this form a list of all local governments in Arizona for which the Offeror has provided Recyclable Material processing and marketing services in the past 10 years. The City will reserve the right to contact listed local governments to inquire about performance. In addition, Offeror shall provide a minimum of five (5) references of public agencies, cities, or towns presently being served by the Offeror with similar services to those being proposed in this proposal.

1. Name of Public Agency: _____
Address: _____

Phone Number: _____
Contact Person: _____
Year Contract Initiated: _____
Annual Tonnage of Recyclable Material Processed: _____
Description of Recyclable Materials Accepted: _____

Description of Services: _____

2. Name of Public Agency: _____
Address: _____

Phone Number: _____
Contact Person: _____
Year Contract Initiated: _____
Annual Tonnage of Recyclable Material Processed: _____
Description of Recyclable Materials Accepted: _____

Description of Services: _____

3. Name of Public Agency: _____
Address: _____

Phone Number: _____
Contact Person: _____
Year Contract Initiated: _____
Annual Tonnage of Recyclable Material Processed: _____
Description of Recyclable Materials Accepted: _____

Description of Services: _____

4. Name of Public Agency: _____
Address: _____

Phone Number: _____
Contact Person: _____
Year Contract Initiated: _____
Annual Tonnage of Recyclable Material Processed: _____
Description of Recyclable Materials Accepted: _____

Description of Services: _____

5. Name of Public Agency: _____
Address: _____

Phone Number: _____
Contact Person: _____
Year Contract Initiated: _____
Annual Tonnage of Recyclable Material Processed: _____
Description of Recyclable Materials Accepted: _____

Description of Services: _____
