

REQUEST FOR PROPOSALS RECYCLABLE WASTE PROCESSING

Tooele City Corporation (“City”) is accepting proposals from companies or agencies to serve as a service vendor to provide recyclables processing. The selected vendors will accept the City’s recyclable materials collected from City residents direct from the City’s waste hauler to the recycle facility, which is currently Ace Disposal. The Contractor must also be willing to accept direct haul recycle material from any other recycle hauler used by the City.

The number of trucks and tonnages of recycling may vary as described herein. The qualified vendor shall furnish all labor, materials, equipment, tools, transportation, supplies, and expertise required to complete the work in accordance with the specification, requirements, and terms of this Request for Proposal (“RFP”).

Please include the following items in the proposal:

- Qualifications
- Proposed Approach to Project
- Proposed Fees
- Other Required Information

PROPOSALS ARE DUE: by **2:00 PM** on **Thursday, February 2, 2023.**

And Shall be Mailed or E-mailed to:

Michelle Pitt,
Tooele City Recorder
Tooele City Corporation
Recorder’s Office, Room 227
90 North Main
Tooele, Utah 84074

Michellep@tooelecity.org
(435) 843-2111

- The package should be clearly marked “***RFP Response – Recyclable Processing Services.***”
- Electronically delivered Proposals may be emailed to: Michellep@tooelecity.org

NO LATE PROPOSALS WILL BE ACCEPTED.

The OWNER reserves the right to reject any or all proposals; or to accept or reject the whole or any part of any proposals; or to waive any informality or technicality in any proposal in the best interest of the City. Only proposals giving a firm quotation properly signed will be accepted.

OVERVIEW

The City has a customer base of approximately 3,400 homes within the City, from which recycle materials are picked up and direct hauled to the recycling facility by Ace Disposal.

The City collects between 450 and 525 tons of recyclables annually. The City desires to contract with recycle receiving centers based upon price per ton for recyclable processing, vendors' location in proximity to the City's collection routes and recycle center qualifications.

The current contract for recyclable processing expires on February 28, 2023. Due to these circumstances, the City is seeking proposals from qualified recycle receiving centers to submit proposals to accept the City's recyclables; and sort, process, and transport to market.

A summary of the City's tonnage history for the past twelve months is as shown below:

2022	
January	54
February	39
March	47
April	43
May	41
June	39
July	40
August	49
September	46
October	42
November	37
December	40
Total	517

PROPOSAL CONTENT & EVALUATION CRITERIA

RECYCLABLES PROCESSING

Instructions: When preparing proposals, reply to each of the following proposal content and evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences, and provide any requested materials.

1. QUALIFICATIONS

- A. Detail your firm's experience in providing the services requested herein for similar customers of similar size, with dates of performance, customer name, contact person, and telephone number(s). By providing such references, you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.
- B. Is your company currently involved in arbitration or litigation for any reason? If so, please elaborate.
- C. Has your company, or any of your proposed sub-contractors, ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.
- D. Identify any of the work that you intend to subcontract to others and identify the proposed subcontractors including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.
- E. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein.
- F. Upon execution of a contract, the selected firm shall make, execute and deliver to the City a good and sufficient Performance Bond or Letter of Credit in a form approved by the City, to secure the full, complete and faithful performance of the terms and conditions herein in the amount of \$50,000. The Bond must be renewed annually and may be adjusted for current estimated value of the contract.

2. PROPOSED APPROACH TO PROJECT

- A. Provide a statement of your understanding of the project and a general description of your proposed approach to the project's scope of services.
- B. Include a description of your facility and how the materials will be sorted and marketed including but not limited to the following:
 - 1. Include the staffing required and the equipment that will be used.
 - 2. State the capacity of your facility listing the maximum tons per day/per week of recyclables that can be processed.

3. State the percentage of maximum capacity your facility is operating, not including any of the current amounts delivered by the City.
- C. State the commodity types, including grade or quality of all materials that will be accepted, separated, and marketed by your company.
 - D. Describe your company's existing relationships with the buyers of the materials that will be recovered in this program and provide references, including contact name and phone number, for each material type to be marketed. Include the material specifications that were provided by each buyer of the materials listed. This specification is expected to contain information on allowable and unacceptable contaminants and residual rates.
 - E. Provide the following:
 1. A history of the **blended value**, including processing fees, based upon current market conditions for municipal entities of similar size and nature to Tooele City for the past 12 months.
 2. A statement listing the market residue rate for material you process, or the average amount discarded by facilities you have sold material to during the last year.
 3. Your company's current residual rate for the facility listed herein, excluding contamination. Describe the types of material included in residue. State how residuals will be handled, and the method used to dispose of such material.
 - F. **ALTERNATE RESPONSES:** It is our intent to solicit proposals that afford the City the most efficient, technically responsive, and cost effective proposal for the processing of recyclables. However, we recognize that there may be arrangements different from that requested hereunder that would offer additional benefits to the City while satisfying the applicable requirements of this proposal. Accordingly, you may submit alternative proposals for consideration, which offer such additional benefits in addition to the requested baseline proposal. These alternatives will be evaluated in conjunction with the primary (baseline) approach for each proposal.
 - G. **BONDS:** Upon execution of a contract, the selected firm shall make, execute, and deliver to the City, a good sufficient Performance Bond or Letter of Credit in a form approved by the City, to secure the full, complete and faithful performance of the terms and conditions herein in the amount of \$50,000.00. The Performance Bond or Letter of Credit must remain in effect for the entire term of the Agreement, including any term extensions.

3. PROPOSED FEES

Proposed prices must include all costs associated with the performance of the services specified, including, but not limited to materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges and related costs for **blended value** recyclables.

4. OTHER REQUIRED INFORMATION

- A. Exceptions. If you have any exceptions to any of the terms, conditions, or requirements of this Request for Proposal, they must be identified and included.
- B. City Ethics Requirement. Include the following two paragraphs in your proposal and then add your own written acknowledgment that you have read the paragraphs and agree to comply with their terms.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. The offeror represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business,

It is the City's policy that City employees are prohibited from personally accepting gifts, incentives, or marketing or promotional items from suppliers and that suppliers shall not offer such items to City employees. Such offers from suppliers are inappropriate and may result in suspension or debarment of the supplier from the City's procurement processes.

Suppliers are hereby informed of the City's requirement to comply with Utah Code Title 63G Chapter 12, which requires a contractor to register and participate in the federal Status Verification System to enter into a contract for services with a Utah public agency. Please state whether your firm is registered and participating in the federal Status Verification System to verify the work eligibility status of new employees that are, or will be, employed and performing work in Utah. If your firm is not currently registered and participating in the federal Status Verification System, describe how you will meet this requirement if your firm is selected for a conditional award from this solicitation.

THE DECISION OF THE CITY'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

PROPOSAL EVALUATION SHEET

2023 Recyclables Processing

Evaluation Criteria:	Points Possible:
QUALIFICATIONS	
Firm qualifications	5
Firm experience/references	5
Arbitration/litigation	5
Bankruptcy	5
Subcontractors	5
Special knowledge or skills	5
Performance bond	5
APPROACH	
Understanding/approach	5
Facility (staffing/equipment/capacity/distance)	5
Commodity types	5
Relationships with buyers/references - material specs	5
Residue rates	5
Contamination rates/handling	5
Rejected material	5
Additional/innovative services	5
Alternate responses received	Y/N
FEES	
Fee Structure	25
TOTAL SCORE	100

EXHIBIT "A"

SCOPE OF WORK RECYCLABLES PROCESSING

I. GENERAL

- A. Contractor, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.
- B. Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.
- C. Contractor shall possess and keep in force all licenses and permits required to perform services under this Agreement.
- D. No guarantee of the actual service requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need.

II. DEFINITION OF TERMS

The following words or terms shall be defined as stated hereunder:

- A. Contamination: Any item placed into a container designated for recycling that is not accepted in that program or service.
- B. Fines: Very small items that fall out of sortation screening machinery, may or may not be recyclable material.
- C. Out throw: A recyclable material that is unsuitable for recycling as the grade specified.
- D. Recyclable item: An item that otherwise would be abandoned or discarded, but that can be utilized in the secondary material market. Such items include newspaper and inserts; corrugated cardboard; telephone books; paperboard (cereal boxes, paper towel and paper tubes, shoe boxes); magazines; home office paper, bulk rate mail; aluminum, steel and tin cans; plastic-coated milk and juice cartons; and plastic containers with the numeric designation of 1 through 7 recycling symbol on the container.
- E. Recycling: The series of activities, including separation and processing, by which products or other materials are recovered from or otherwise diverted from the solid waste stream.

- F. Residue: Material separated from commingled recyclables and then disposed of in a landfill or otherwise removed from the recycling process.
- G. Reuse: Material that can be used again for its intended purpose or another purpose that results in diverting the material from going to a landfill.

III. RESPONSIBILITIES OF CONTRACTOR

The responsibilities of Contractor include, but shall not be limited to, the following.

- A. Contractor shall receive and recycle commingled recyclable material delivered directly by the City's recycle waste hauler to the recycling center.
- B. Contractor shall furnish all skill, labor, equipment, materials, supplies, and utility services required for providing all services in accordance with this Agreement.
- C. Should any of the activities required in the performance of duties listed herein require the use of a subcontractor, Contractor shall be wholly responsible for all actions and activities of its subcontractors and shall be wholly responsible for any payments due to its subcontractors.
- D. Contractor shall provide City with all records and information required by this Agreement.
- E. Contractor shall, at Contractor's own expense, acquire all required governmental permits and licenses and regulatory approvals.

IV. DELIVERABLES

Contractor shall provide the City with the following:

- A. Monthly Reports. Contractor shall submit monthly reports for the length of the Agreement period commencing with initiation of recyclable processing. All reports shall be due within ten working days after the end of each month. At a minimum, the reports shall include:
 - 1. Summary of tonnages, and an electronic listing of individual weights, compiled monthly by date, by truck, and by route/area for all materials delivered to Contractor for recycling. Data reports shall be in Excel format.
 - 2. Summary of tonnages of all recycled material and end destinations. Data fields for this shall be: type of product, grade of material, and buyers/destinations.
 - 3. Tonnage of materials disposed of, reason(s) for disposal, and its end destination.

ATTACHMENT 1, SAMPLE CONTRACT

SAMPLE RECYCLING SERVICES AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and [NAME] of [ADDRESS], a(n) [individual/company type], (hereinafter "Contractor") enter into this Agreement on the _ day of _____, 2023 (the "Effective Date").

WHEREAS, City desires to obtain recycling services from a materials recovery facility to receive, process and market commingled recycling refuse material from the City's residential curbside collection activities that are delivered by their contracted commercial hauler;

WHEREAS, with, Contractor has submitted a proposal to provide recycling and related services and City desires to accept said proposal and to receive the services as set forth in said proposal.

Now, THEREFORE, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

AGREEMENTS:

1. **Scope of Services:**

The City has its contracted residential recycling hauler deliver (and any other hauler(s) the City may utilize now or at any other time during the Term of this Agreement) all household recyclable material to the Contractor for processing. For the purposes of this Agreement, "*Recyclable Materials*" shall mean all commingled material that is capable of being recycled, and which includes clean paper and cardboard, empty plastic bottles and jugs and empty aluminum and steel cans.

The Contractor will accept the City's recyclable materials collected from the City's waste hauler to the recycle facility, which is currently Ace Disposal. The Contractor must also be willing to accept direct haul recycle material from any other recycle hauler used by the City.

2. **Compensation:**

A. Contractor shall pay or charge the City according to the market pricing schedule in effect at the time this Agreement is executed as set forth in Schedule A to this Agreement. This pricing shall be reviewed on a monthly basis and shall be adjusted monthly to reflect current market conditions. Contractor shall report all adjustments to the City agent as often as the payment or charge is adjusted.

- B. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.

3. Term of Agreement:

This Agreement shall be effective upon execution by both parties. The term of this Agreement shall commence a 36 month term on March 1, 2023, and shall terminate on February 28, 2026 (the "Term"). This Agreement shall automatically renew for up to an additional three (3) one (1) year terms, unless either party gives the other notice of its intent to terminate this Agreement at the end of the Term and delivers such notice to the other party no later than sixty (60) calendar days prior to the end of the Term. This Recycling Agreement is also dependent upon the City continuing to have some or all of its contracted residential recycling hauler deliver the City's Recyclable Materials to Contractors facility.

During the term of this Agreement, Contractor retains the exclusive right to purchase, process and market all City recyclables delivered to Contractor pursuant to this Agreement.

4. Quality Control Procedure.

Contractor shall have the right to audit at its own expense all loads of Recyclable Materials delivered into its possession by City and shall have the right to present its findings in writing to City on a monthly basis. City shall have the right to receive notice and have its agent present during any audit. In the event that audited loads average more than ten (10) percent of contamination for three (3) consecutive months, RMR shall have the right to request renegotiation of Schedule A for any future payment periods.

5. Insurance Coverage.

Contractor represents and warrants that it maintains sufficient insurance coverage to protect Contractor and City against any and all claims or demands arising out of personal injuries, death or property damage caused by, or in connection with, the Services rendered under this Agreement as required by City. Contractor agrees to maintain such insurance coverage as long as this Agreement is in effect.

Contractor further agrees to provide City with proof of such insurance coverage within five (5) days of the full execution of this Agreement and at least once every six months thereafter for the duration of the Agreement.

6. Indemnification and Insurance:

- a. **Contractor Liability Insurance.** Contractor shall obtain and maintain liability insurance in the amount of at least \$2,000,000.

- b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
- c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

7. Termination:

In addition to the provisions regarding termination set forth in Paragraph 3, above, either party may terminate this Agreement for an "Event of Default" as defined, upon written notice to the defaulting party.

- A. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment hereunder when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.
- B. Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of sixty (60) days, Contractor or City shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.
- C. No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.
- D. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
- E. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of

immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

F. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

8. Confidentiality:

Both Contractor and City shall hold all information provided to it by the other for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party or to any representative of the news media without prior written consent of City. However, City may disclose without penalty any information that is required to be disclosed per the Government Records Access and Management Act or any other state or federal law.

9. Independent Contractor / No Agency:

The relationship between Contractor and City under this Agreement shall be that of an independent Contractor. Nothing contained in this Agreement shall be construed to create the relationship between City and Contractor of employer and employee. The Parties agree that Contractor obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.

10. General Provisions.

A. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered personally, sent via electronic mail with valid delivery receipt, sent by federal express or other recognized overnight delivery service, or mailed by registered or certified mail, return receipt requested, to the parties as follows or to such other addressee as a party may in writing designate.

Contractor	Owner
_____	_____
_____	_____
_____	_____

Each notice, demand, request or communication that shall be given or made in the manner described in this Section shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, or the affidavit of messenger being

Notary's signature

Residing at

My commission expires:
Notary's seal

OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

SCHEDULE A
TO RECYCLING AGREEMENT

Proposed prices must include all costs associated with the performance of the services specified, including all materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges and all other related costs. All prices and fees must be in U.S. dollars.

The City realizes the value of the materials involved and desires to evaluate the proposal based upon best value to the City and shall submit a history of the **blended value**, including processing fees, based upon current market conditions for municipal entities of similar size and nature to Tooele City for the past 12 months.

Additional commodity indices may be provided as part of the proposed fee structure which may include, but not necessarily be limited to Contractor's Pricing Index with listed commodities, market, grade, monthly price, percentage of stream and value.