

CITY OF MONROE REQUEST FOR PROPOSALS RECYCLING SERVICES

1.0 Introduction

The City of Monroe is seeking a qualified (Service Provider) to provide top quality Recycling Services for the City of Monroe from July 1, 2014 to June 30, 2015. The City invites service providers to submit proposals responsive to the specific requirements set forth in this request for proposals (RFP).

A mandatory pre-bid conference is scheduled for **9:00 a.m. on Thursday, April 10, 2014** at City Hall, address below. Parties responding to this Request for Proposals must attend this briefing session in order for their submittal to be considered.

Interested service providers must submit their responses to this RFP in the form of one or more sealed proposals no later than **9:00 a.m. EST, Thursday, April 24, 2014**, at City Hall, City of Monroe, 215 North Broad, Monroe, Georgia 30655, Attn: City Manager. Firms are to submit any questions regarding the RFP by e-mail, to Matthew Chancey (mchancey@monroega.gov) no later than 3:00 p.m. on April 21, 2014.

Proposals must be valid for 45 (forty-five) days following the opening date.

2.0 Background

The City has provided Recycling Services for many years with curbside collection. Current curbside Recycling Services include newspaper, telephone books, aluminum cans, steel cans, clear plastic containers (PET), white milk containers (HDPE), glass bottles, magazines, mixed paper, catalogs, green PET containers, corrugated cardboard, plastic, and Plastics #1-2. City employees provided curbside residential Recycling Services.

Table 1. Solid Waste and Recycling Trends, FY 2004 to FY 2013.

2004	– Total MSW 12,771 tons / Total Curbside Recycling 415 tons
2005	– Total MSW 12,597 tons / Total Curbside Recycling 496 tons
2006	– Total MSW 11,729 tons / Total Curbside Recycling 358 tons
2007	– Total MSW 11,461 tons / Total Curbside Recycling 497 tons
2008	– Total MSW 11,200 tons / Total Curbside Recycling 361 tons
2009	– Total MSW 11,738 tons / Total Curbside Recycling 241 tons
2010	– Total MSW 11,173 tons / Total Curbside Recycling 188 tons
2011	– Total MSW 10,394 tons / Total Curbside Recycling 265 tons
2012	– Total MSW 10,574 tons / Total Curbside Recycling 199 tons
2013	– Total MSW 10,858 tons / Total Curbside Recycling 167 tons

3.0 Program Goals

The goals of Recycling Services are to:

- (1) Provide quality Recycling Services to all dwelling units in buildings containing from one (1) to four (4) dwelling units.
- (2) Comply with the 1990 Georgia Comprehensive Solid Waste Management Act

(3) Maximize the amount of materials diverted from landfills.

To achieve these goals:

- The City expects the Service Provider to collect recyclables for all single-family and multi-family dwellings. In addition, the Service Provider is expected to provide recycling services at no cost for City operations and all City owned facilities.

The official List of Recyclables for FY 2014-2015 include:

- Newspaper
- Magazines
- Phone Books
- Catalogues
- Cardboard boxes
- Shoe boxes, gift boxes, and all boxes of this type
- Office paper
- Aluminum Beverage Cans
- Steel or Tin Food Cans
- Glass food and beverage bottles, jars (clear, brown, green, blue)
- #1 and #2 Plastic bottles (PET, HDPC), #3-PVC, #4-LDPE, #5-PP, #6-PS, #7-Other
- **Excluded is any item that is contaminated with food waste.**

The above list is mandatory, however, the Service Provider may choose to add additional recyclables after submitting in writing and receiving approval from the City and the additional cost (if any) for each additional recyclable added.

4.0 Proposal Format

4.0.1 Section 1 – Cover letter signed by an authorized individual of the Service Provider who can commit to the terms and conditions of the proposal. State in the proposal that you agree to these terms and conditions.

4.0.2 Section 2 – Describe your firm, its background and its experience providing Recycling Services to single dwelling units, commercial establishments, and multi-dwelling buildings. List officers of the corporation.

4.0.3 Section 3 – Provide a statement of qualifications to demonstrate that you are capable of performing the proposed specifications. List the number of personnel and pieces of equipment to be used to provide Recycling Services to the City,

4.0.4 Section 4 – List at least three references where you have performed work substantially similar to the work you are bidding for within the last two years. Include company (government) name, address, contact person, phone number, and E-Verify Number. Local references are preferred. Describe any work experience with local governments.

4.0.5 Section 5 – Technical Proposal. Clearly state the technical aspects of your bid and describe how they conform to the requirements of the RFP. Be sure to include all information required in this RFP document. Please refer to the RFP section numbers in

each of your responses if the responses are not clearly written in the comments section of the proposal.

4.0.6 Section 6 – Variances. All variances to this RFP’s requirements and specifications must be listed in this section, if they are to be considered as part of the final contract, regardless if they appear anywhere else in your response.

4.0.7 Section 7 – Provide the names, addresses, contact persons and telephone numbers of recycling processors you plan to use.

4.0.8 Section 8 – Financial Statements. Include audited financial statements from your most recently completed fiscal year. These statements must demonstrate your firm’s financial stability, solvency, and condition.

4.0.9 Section 9 - Project Schedule. Provide a target date for providing documentation for the required performance bond and insurance. Provide a target date and plan for approaching commercial establishments and institutions about providing possible Recycling Services. Identify the project manager and his/her major project responsibilities.

5.0 Proposal Requirements

5.0.1 The selected Service Provider shall provide all supervision, materials (**including approved recyclables container** – one per dwelling unit), equipment, labor, and items necessary to provide Recycling Services under this Agreement. Approved recycling container shall be the green color and heat stamped with the City of Monroe (white letters) logo. If the contract is terminated by the City or the Service Provider the recycling container shall become the property of the City of Monroe.

5.0.2 The Service Provider shall collect all recyclables included in the List of Recyclables for FY 2014-2015 from all dwelling units in buildings containing one (1) to four (4) dwelling units in the City that are set out in compliance with the City's Solid Waste and Recycling Ordinance. The Service Provider shall collect specific recyclables on the List of Recyclables from commercial establishments and institutional buildings in consultation with owners or managers and the City. Service Provider shall develop and maintain a list of commercial establishments, institutions and multi-dwelling buildings for which scheduled Recycling Services are provided. The list shall specify which Recyclables are collected from each site.

5.0.3 Service Provider must disclose any exceptions to the terms and conditions of the RFP in its response. Failure to raise exceptions to the provisions of the RFP shall be deemed as acceptance of the RFP provisions in the event of selection of the Service Provider to provide Recycling Services.

5.0.4 Service Provider must comply with the City Solid Waste Ordinance and shall provide Recycling Services in accordance with City’s established Collection Areas, Routes, Collection Days and Holidays.

5.0.5 At the beginning and end of each collection day, the selected Service Provider shall weigh recyclables at the City of Monroe Transfer Station and receive weight tickets for recyclables collected in the City of Monroe. Recyclables collected in the City shall not be

combined with recyclables collected from any other jurisdiction. Failure to meet this requirement is a breach of this Agreement.

5.0.6 For the purpose of this Agreement, Definitions in Section 9.0 shall apply.

6.0 Technical Proposal

Complete the following section indicating whether the Recycling Services offered meet the stated requirement. Circle **Yes or No**. For each item that does not meet the Recycling Services requirement, provide a written explanation including how the requirement will be met. Please attach any necessary documentation.

6.1 Scope of Recycling Services

6.1.1 Single Dwelling Units. Once a week during the Term on the scheduled Collection Day between 6:30 a.m. and 5:00 p.m., the Service Provider shall collect Recyclables from each of the 5,279 buildings in the City that contain one- to four- dwelling units, provided that Recyclables are placed in, on or beside an Approved Recyclables Container at Curbside before 6:30 a.m. on Collection Day or prior to the arrival of a collection vehicle. **YES or NO**

6.1.2 Backdoor Pickup List. Once a week during the Term on the scheduled Collection Day between 6:30 a.m. and 5:00 p.m., the service provider shall collect Recyclables from each dwelling unit in one- to four- dwelling unit buildings in the City that is on the Backdoor Pickup List from the location indicated on the Backdoor Pickup List, provided that Recyclables have been placed in the designated location before 6:30 a.m. on Collection Day or prior to the arrival of a collection vehicle. **YES or NO**

6.1.3 Commercial Establishments, Institutions and Multi-Dwelling Units. At least once a week during the Term on the scheduled Collection Day between 6:30 a.m. and 5:00 p.m., the Service Provider shall collect specific Recyclables from designated locations at each commercial establishment, and institutional building whose owner or manager has made arrangements with the Service Provider to receive Recycling Services, provided the Recyclables are accessible and prepared in accordance with the conditions agreed to by the owner or manager, the Service Provider and the City. **YES or NO**

6.1.4 Recycling Services Brochure. At the beginning of the Term the Service Provider shall create a Recycling Services brochure and distribute it to all dwelling units eligible for Recycling Services. The purpose of the brochure will be to encourage increased recycling and explain Recycling Services. The Solid Waste Director will approve brochures prior to printing. The Service Provider will provide the City with a sufficient number of brochures to distribute to all new residents who are prospective recipients of Recycling Services. **YES or NO**

6.1.5 Public Information and Education. Informing and educating the public about Recycling Services will be primarily the responsibility of the Service Provider to include but not limited to participation in public events such as: electronics recycling events, earth day events, Keep America Beautiful, etc. **YES or NO**

6.2 Performance Standards

6.2.1 Completion of Collection Routes. All collection routes in a Collection Area must be completed on the scheduled Collection Day. Variances in scheduled collections shall be permitted only upon the mutual agreement of the City and the Service Provider, and when it is reasonably determined that a variance is necessary due to unusual circumstances. Unless agreed upon in advance, failure to complete a collection

route within the scheduled period will result in a monetary penalty of 3% of the total invoiced amount for each occurrence to be deducted from the submitted invoice. **YES or NO**

6.2.2 Complaints about Missed Collections. All complaints shall be given prompt and courteous attention. Complaints about Recycling Services may be made directly to the Service Provider by the recipient of the service or may be made indirectly by the City. In the case of alleged missed collections, the Service Provider and City shall investigate, and if allegations are verified, the Service Provider shall arrange for the collection of missed Recyclables within 24 hours after the complaint is received. Verified complaints about missed collections are expected to average less than one (1) per Collection Day during the Term. Should verified complaints exceed an average of more than two per day over five business days, a monetary penalty of 3% of the total invoiced amount will be deducted from the submitted invoice. **YES or NO**

6.2.3 Complaints about the Quality of Service. All complaints shall be given prompt and courteous attention. Complaints about Recycling Services may be made directly to the Service Provider by the recipient of the service or may be made indirectly by the City. In the case of a complaint about the quality of service, the Service Provider and the City shall investigate within 24 hours, and if allegations are verified, shall take immediate appropriate action to prevent a recurrence of the substandard quality of service. Of particular concern are complaints about employee attitudes and conduct and inconsistency in service time and quality that generate complaints from service recipients. The Service Provider will provide, with the invoice, a list of all complaints received that month by street address with a summary of the issue involved and the resolution. Unresolved complaints shall be brought to the attention of the Solid Waste Director or Solid Waste Foreman or his/her designee within one week of the original complaint. **YES or No**

6.2.4 Non-complying Dwelling Units. The Service Provider shall notify the City, and residents of dwelling units that fail to comply with requirements for the collection of recyclables. Notices may be made in person, in writing, or by telephone. The goal of each notice is to encourage voluntary compliance with the City Solid Waste Ordinance and this Agreement. **YES or NO**

6.2.5 Performance Bond. The Service Provider is required to furnish a corporate surety bond as security for the performance of this contract. Said surety bond must be in the amount of 100% of contract amount and may provide for a pro rata reduction or increase therein during the Term. The Service Provider shall pay the premium for the bond. A certificate from the surety showing that the bond premium is paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Georgia. Attorneys-in-fact who sign performance bonds or contract bond must file with each bond a certified and effectively dated copy of their power of attorney. **YES or NO**

6.3 Legal Standards

6.3.1 Compliance with Laws - The Service Provider shall conduct operations pursuant to this Agreement in compliance with all applicable federal, state, and local statutes, laws, ordinances and regulations. In the event that the collection of any Recyclable shall become restricted or prohibited by any applicable law, rule or regulation, such Recyclable shall be eliminated from this Agreement. **YES or NO**

6.3.2 Licenses and Taxes - The Service Provider shall obtain and maintain all licenses and permits (other than the license and permit granted by this Agreement) required for it to perform its duties pursuant to this Agreement. **YES or NO**

6.3.3 Nondiscrimination - The Service Provider shall provide equal employment opportunity to all persons, according to applicable law, regardless of sex, race, creed, religion, national origin, political affiliation, age, disabled status, or sexual orientation. **YES or NO**

6.3.4 Indemnity - The Service Provider will indemnify and save hold harmless City; its elected officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, but only to the extent resulting solely from a willful, grossly negligent or negligent act or omission of the Service Provider, its officers, agents, servants and employees in the performance of this Agreement; provided, however, that the Service Provider shall not be liable for any suits, expenses and attorney's fees arising out of the award of this Agreement.

YES or NO

6.3.5 Hauling - All recyclables transported by the Service Provider along City roadways shall be secured in such a manner as to prevent them from falling, leaking or being blown from transporting vehicles. For verified reported instances of violations of this Code section a monetary penalty of \$100.00 for each occurrence to be deducted from the total amount of the next submitted invoice. **YES or NO**

6.3.6 Disposal of Recyclables - Depositing Recyclables in a landfill is considered to be a violation of this Agreement and is strictly prohibited. Each verified occurrence will result in a monetary penalty of \$2,000 deducted from the total amount of the next submitted invoice. Multiple fines will result in the termination of this Agreement. **YES or NO**

6.3.7 Default - The Service Provider shall not be deemed to be in breach of contract unless it has received written notice of a default pursuant to this Agreement, and has failed to cure or commence to cure such default within fifteen (15) days after receipt of such notice. **YES or NO**

6.3.8 Force Majeure – Except for the payment obligation of the City hereunder, if the City or the Service Provider is unable to perform, or is delayed in its performance of, any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance herewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or the Service Provider to correct the adverse effect of such event of force majeure. An event of "Force Majeure" shall mean any events or circumstances beyond the reasonable control of the affected party to the extent that they delay the City or the Service Provider from performing any of its obligations (other than payment obligations) under this Agreement; including the following:

Strikes, work stoppages, and other labor unrest;
Acts of God, tornadoes, hurricanes, floods, sinkholes, fires,
and explosions (except those caused by negligence of
The Service Provider, its agents, and assigns, landslides, earthquakes,
epidemics, quarantine, pestilence, and extremely abnormal
and excessively inclement weather; and
acts of a public enemy, acts of war, terrorism, effects of
nuclear radiation, blockages, insurrections, riots, civil disturbance, or national or
international calamities.

In order to be entitled to the benefit of this section, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to use its best efforts to cure the event of force majeure. The parties agree that, as to this section, time is of the essence.

The City will grant such variances in routes and schedules as are reasonably required in the event of force majeure, and will negotiate with the Service Provider fees for any additional work which the Service Provider may agree to perform in such event. **YES or NO**

6.4 Accessibility and Responsiveness

6.4.1 Office - The Service Provider shall maintain an office or such other facilities within 25 miles of City Hall through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m., Monday through Friday. During the Term, the

Service Provider shall also maintain a hot-line telephone number and an email address through which it can be contacted and messages left when the office is closed. Unless there is a valid explanation (such as equipment failure) a monetary penalty of \$25.00 to be deducted from the total amount of the next submitted invoice for each verified failure to meet this requirement. **YES or NO**

6.4.2 Point of Contact - All official dealings, contacts, etc. between the Service Provider and the City shall be directed to a person or persons designated by the Service Provider and the Solid Waste Director or Solid Waste Foreman. **YES or NO**

6.4.3 Responses to Recycling Services Recipients. The Service Provider shall make every effort to respond promptly to all complaints about Recycling Services via telephone, email or in person. If the service recipient is at fault for missed recyclables, an agent or representative of the Service Provider shall explain the problem and suggest ways to prevent a recurrence. **YES or NO**

6.5 Insurance

6.5.1 Insurance - The Service Provider shall at all times during the Term maintain in full force and effect employer's liability, worker's compensation, public liability and property damage insurance, including contractual liability coverage. The Service Provider agrees to furnish City with certificates of insurance at the time this Agreement is executed. The policies shall name the City as an additional insured and the certificates shall contain the following express obligations: "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder." For the purpose of this Agreement, the Service Provider shall carry the following types of insurance in at least the limits specified below: **YES or NO**

6.5.2 Worker's Compensation - Statutory Limits **YES or NO**

6.5.3 Bodily Injury and Property Damage, Liability (except auto) - \$1,000,000 each occurrence, \$1,000,000 aggregate **YES or NO**

6.5.4 Automobile Bodily Injury - \$1,000,000 each person **YES or NO**

6.5.5 Liability - \$1,000,000 each occurrence **YES or NO**

6.5.6 Automobile Property Damage - \$1,000,000 each Liability occurrence **YES or NO**

6.5.6 Excess Umbrella, Liability - \$1,000,000 each occurrence **YES or NO**

6.6 Payment for Recycling Services

6.6.1 Billing by the Service Provider – The Service Provider shall bill the City within five (5) business days after the first day of the current Billing Month for its Recycling Services rendered during the previous Billing Month. The Service Provider's original invoice shall be based on a price per total dwelling units, per month. The total number of dwelling units will be provided by the City of Monroe and agreed upon by the Service Provider. **YES or NO**

6.6.2 Payment by the City. The City shall prepare a payment request within five (5) business days after receiving the original invoice and issue a check for the full amount due within thirty (30) days after receiving the bill. **YES or NO**

6.6.3 Billing by the City - The City will charge a 10% Franchise Fee to the Service Provider, per the total dollar amount paid each month from the Recycling Processor to the Service Provider, on the total tonnage of recyclables collected in the City. **YES or NO**

6.6.4 Selection of Recycling Processor(s). The Service Provider may take Recyclables to one or more recycling processors, at its sole discretion, provided the recycling processor(s) issue deposit slips suitable for photocopying for each load of Recyclables deposited at its facility or facilities. Each slip must show the name of the recycling processor, name of the Service Provider, date and time of delivery, vehicle number, and net pounds or tons, and price per ton of recyclables deposited. **YES or NO**

7.0 Selection Criteria

The winning Service Provider will be selected based on a number of factors. Price is but one of a number of important criteria. The following is a list that the City will use in evaluating responses to this RFP:

- Fulfillment of requirements for submitting a proposal
- Price (dollar amount per total dwelling units)
- Likelihood of successful implementation
- Experience in providing Recycling Services
- Equipment available for Recycling Services
- Documentation
- References

8.0 Procedural Issues

8.1.1 It is anticipated that an Agreement between the City and selected Service Provider will result from negotiations; therefore, respondents should be prepared to use their proposals as the basis of the Agreement including provisions for insurance, liability, performance bond and other standard Agreement terms and conditions. Service Providers shall include a copy of their proposed, standard Agreement as an appendix to their responses.

8.1.2 The City reserves the right to award an Agreement to the Service Provider whose proposal, and any resulting negotiations, are deemed to be in the best interest of the City.

8.1.3 The City may terminate the Agreement, with thirty (30) days written notification, if the Service Provider fails to perform in accordance with the terms and conditions of the Agreement.

8.1.4 No modification or amendment to the Agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Agreement must be forwarded to the City for prior review and approval.

8.1.5 The Service Provider agrees that at all times its employees will observe and comply with City codes.

8.1.6 Submittal of a proposal indicates acceptance by respondent of the conditions contained in this request. The City of Monroe reserves the right to reject without prejudice any or all proposals. The City of Monroe reserves the right to waive formalities and negotiate with any respondents.

8.1.7 All documents submitted in response to this RFP are subject to disclosure as required by

the Georgia Open Records Act.

8.2 Governing Law

The resulting agreement between the City and selected Service Provider shall be construed under, and interpreted and enforced in accordance with, the laws of the State of Georgia (except for choice of law principles thereof). In the event of any dispute between the parties arising out of or in connection with this Agreement, the parties agree that the proper forum for any cause of action shall be the Superior Court of Walton County, Georgia, and the parties agree to subject themselves to the personal jurisdiction of the Superior Court of Walton County, Georgia.

9.0 Definitions

9.0.1 **Agreement** - means this Recycling Services Agreement between City and Service Provider, including the Performance Bond and any addenda or changes to the foregoing documents agreed to by City and the Service Provider.

9.0.2 **Approved Recyclables Container** - means a durable plastic container of a capacity not to exceed 65 gallons with the City's logo and a recycling symbol clearly visible on one side, must be approved by the City.

9.0.3 **City** - means the City of Monroe, Georgia.

9.0.4 **Billing Month** - means each calendar month in the Term beginning July 1, 2014.

9.0.5 **Collection Area** - means a defined area of City in which collection of refuse and recyclables is to occur on a designated Collection Day.

9.0.6 **Collection Day** - means the day of the week designated by City for collection of refuse and recyclables in a Collection Area.

9.0.7 **Cost per Dwelling** - means the dollar amount per total number of dwellings the City will pay the Service Provider for providing Recycling Services during the Term.

9.0.8 **Curbside** - means that location, with respect to a Dwelling Unit, which is most immediately adjacent to a City street or State or Federal highway.

9.0.9 **Dwelling Unit** - means a residence for one (1) family.

9.0.10 **Backdoor Pickup List** – means a written list of Dwelling Units whose residents have been determined by the Solid Waste Director or Solid Waste Foreman to warrant one or more exceptions to City's usual Solid Waste and Recycling collection policies. The list will not exceed 4% of the total Dwelling Units in buildings with one (1) to four (4) Dwelling Units and will include the property address and the specific exception or exceptions to normal collection policies.

9.0.11 **Hazardous Waste** - means materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infectious or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.

9.0.12 **HDPE** - means high-density polyethylene, a type of plastic resin. AKA plastic no. 2.

9.0.13 **Holidays** - means **holidays observed** shall be the same as is listed in City Personnel Rules and Regulations which are:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day
- Or other days as designated by the City of Monroe Mayor or Council

9.0.14 **Landfill** - means a disposal site for disposing of municipal solid waste.

9.0.15 **LDPE** – means low density polyethylene, a type of plastic resin. AKA plastic no. 4.

9.0.16 **Other** – means any other plastic that does not fall into any of the other 6 categories. An example is melamine, which is often used in plastic plates and cups. AKA plastic no. 7.

9.0.17 **PET** - means polyethylene terephthalate, a type of plastic resin. AKA plastic no. 1.

9.0.18 **PP** – polypropylene, a type of plastic resin. AKA plastic no. 5.

9.0.19 **PS** – means polystyrene, a type of plastic resin. AKA plastic no. 6.

9.0.20 **PVC** – means polyvinyl chloride, a type of plastic resin. AKA plastic no. 3.

9.0.21 **Recyclables** – means materials designated by City to be collected separately from refuse and yard trimmings for diversion from a landfill and conveyed to one or more recyclables processing facilities. For the purpose of this Agreement, Recyclables include newsprint; aluminum cans; steel cans; clear, brown and green glass bottles and telephone books; magazines, catalogs; mixed paper; corrugated cardboard (without plastic coating); #1-2 Plastic bottles (PET, HDPC, PVC, LDPE, PP, PS, Other). Recyclables do not include Hazardous Waste or items contaminated with food waste.

9.0.22 **Recycling** - means any process by which materials which would otherwise become refuse are collected, separated, or processed and reused or returned to use in the form of raw materials or products. This specifically excludes depositing recyclables into a landfill or incinerator

9.0.23 **Recycling Cart** - means an Approved Recyclables Container.

9.0.24 **Recycling Services** - means the collection of recyclables from residential curbsides and from selected commercial establishments, and institutional buildings and transporting same to recycling processors. It includes related activities such as public information and education about recycling, handling complaints about collecting recyclables and reporting pertinent information about the collection of recyclables

9.0.25 **Refuse** - means garbage or trash. It is interchangeable with the term solid waste.

9.0.26 **RFP** - means request for proposals.

9.0.27 **Service Provider** - means the company or organization awarded the Recycling Services Contract by the City of Monroe Council

9.0.28 **Term** - The term of the Service Providers performance of Recycling Services pursuant to this

Agreement ("Term") shall commence on July 1, 2014 and shall continue through June 30, 2015 ("Initial Term"). Thereafter, unless either party terminates the term by advance notice not more than sixty and not less than thirty days prior to the commencement of the next Renewal Term, the Term shall be extended for an additional consecutive twelve-month period ("Renewal Term") commencing on July 1, 2015. In any event, the Term shall terminate no later than June 30, 2016.

9.0.29 **Verified** - means confirmation by the City Manager, Solid Waste Director or his/her designee of the accuracy of a statement or complaint from a service recipient following an investigation to determine the facts of each case.

By affixing my signature hereto, I attest I have read and fully understand the terms, conditions and liabilities set forth by Section 1.0, Section 2.0, Section 3.0, Section 4.0, Section 5.0, Section 6.0, Section 7.0, Section 8.0, and Section 9.0 of the same.

Signature: _____ Date: _____

This affidavit must be signed and dated by an official of the Prospective Service Provider who has authority to legally bind the Provider and must be returned in the Provider's solicitation response. Providers who do not return a signed affidavit may be eliminated from award consideration.