

CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

**Professional Services for Purchase/Marketing of Recyclables
from Residential Curbside Single-Stream Collection and
Recycling Drop-off Programs**

**Proposals to be Received by 11:00:00 a.m., Eastern Time
February 28, 2019**

Submit Proposals to:
City of Knoxville
Purchasing Division
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

CITY OF KNOXVILLE
Professional Services for Purchase/Marketing of Recyclables
from Residential Curbside Single-Stream Collection and
Recycling Drop-off Programs

Table of Contents

Item	Page Number
Statement of Intent	3
RFP Timeline	3
Background	3
General Conditions	3
Scope of Service	5
Contract Requirements.....	14
Instructions to Submitting Entities	21
Evaluation Criteria	24
Submission Forms.....	25

City of Knoxville
Professional Services for Purchase/Marketing of Recyclables
from Residential Curbside Single-Stream Collection and
Recycling Drop-off Programs

I. Statement of Intent

The City of Knoxville desires to enter into a contract with a vendor for the efficient processing and purchase/marketing of residential recycling materials collected by the City’s hauling contractor from its single stream curbside recycling program and existing drop-off recycling program, to ensure the efficient, healthful, and aesthetic operation of the programs. The materials will be delivered by the City’s hauling contractor to the Contractor’s designated location.

II. RFP Time Line

Availability of RFPFebruary 7, 2019

Deadline for questions to be submitted in writing to the
Procurement SpecialistFebruary 21, 2019

Proposals Due DateFebruary 28, 2019

This timetable is for the information of submitting entities. These dates are subject to change. **However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

III. Background

The City of Knoxville’s recycling program started in the 1980s with the introduction of several recycling drop-off centers. While successful, the drop-off recycling program’s capacity was limited by the number of residents willing to sort and drive to the centers. Thanks to grants from the Model City Program and the Department of Energy, the City of Knoxville assessed, planned, and finally offered curbside, single-stream recycling for the first time in 2011. Initially, the curbside recycling program started with just 3,000 households but added an impressive 10,000 households during its first year. In subsequent years, participation grew to 20,000 households. In 2016, new funding allowed thousands of waitlisted households to join. Currently, 28,000 households have a city-issued recycling cart and access to the program. Residents’ interest in curbside recycling shows no signs of slowing; 1,800 new households sign up each year.

Recycling creates jobs, reduces tipping fees paid to the landfill, extends the life of the landfill, and reduces greenhouse gases. The processing and marketing of residents’ recyclable materials is a critical component in the effort to meet these goals and to respond to public demand.

IV. General Conditions

4.1 The following data is intended to form the basis for submission of proposals to provide Professional Services for Purchase/Marketing of Recyclables from Residential Curbside Single-

Stream Collection and Recycling Drop-off Programs for the City of Knoxville.

4.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.

4.4 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of the Procurement Specialist, Julie Smith Maxwell, by the close of the business day on February 21, 2019.** Questions can be submitted by letter, fax (865-215-2277), or email to jmaxwell@knoxvilletn.gov. The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/proposals. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person with respect to this proposal. The qualifier is required to submit this affidavit with the submission. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer/qualifier intends to use subcontractors and/or suppliers from one of the defined groups.

Proposers/Qualifiers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4.8 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.

4.9 All expenses for making a submission of proposal shall be borne by the submitting entity.

4.10 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.**

4.11 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**

4.12 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

4.13 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:

- If City offices are closed due to inclement weather on the date that proposals/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
- The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

4.14 **The successful proposer's pricing must be clear and complete.** Any erasures, strike-overs, and/or changes to prices written in numerals should be initialed by the proposer. Failure to initial may be cause to reject the proposal as irregular and disqualified from consideration. **All items required in the specifications must be included in the total proposal price.** Any option prices must be clearly labeled as such so as not to be confused with the grand total.

V. Scope of Service

The City seeks to enter into a contract with a firm that has the resources and ability to provide for purchase and marketing for recycling of both single-stream recyclables from the City residential and small commercial curbside collection program and source-

separated recyclables from the City’s Recycling Drop-off Centers. Currently, approximately 28,000 out of 60,000 households have a recycling cart and are routed to participate in the curbside recycling program. Additionally, approximately 1,800 households join the program each year. The City also has five Recycling Drop-Off Centers. Although the City does not currently anticipate either adding or closing any of these centers, this number may fluctuate.

It is the intent of the City of Knoxville to accept and evaluate proposals for the processing and marketing/purchase of materials to help meet the City’s goals to maximize recovery of recyclables from all City residents and to achieve the most cost-effective and environmentally sound recycling system. Some assistance in public education toward this end will be expected.

5.1 TERM OF CONTRACT: The contract shall be for a five-year term with one (1) optional 5-year renewal upon the same terms and conditions then in effect or based on mutual agreement of the City and the Contractor. If either the City or the Contractor does not wish to exercise its option to renew, the City or Contractor shall provide written notice of its intention not to renew at least one hundred eighty (180) days prior to the expiration of such initial term or extension term. The renewal terms and provisions of the contract shall remain substantially the same.

5.2 DELIVERY OF RECYCLABLE MATERIAL: Recyclable material shall be delivered to the Contractor’s designated processing (or transfer) facility located within the City limits.

5.3 SOURCE, VOLUME, AND TYPE OF INCOMING MATERIALS: This contract is for the processing, purchase, and marketing of City-Designated Recyclables from two sources—City Recycling Drop-off Centers, and residential and small commercial single-stream curbside collection.

Drop-off Collection: Approximately 2,228 tons of recyclable materials were collected in FY 2018 (July 1, 2017 –June 30, 2018) at the City’s five Recycling Drop-off Centers. Materials are collected separately and in the following approximate quantities:

MATERIAL	WEIGHT IN TONS FY 2018
Aluminum	37.5
Tin/Steel	30.4
Plastics #1-#7	302.2
Glass (separated by color)	573.1
Newspaper	284.2
Mixed Paper	573.9
Cardboard	426.3

Single-Stream Collection: Approximately 28,000 out of 60,000 households have a 95-gallon recycling cart and are routed to participate in the curbside recycling program. Additionally, approximately 1,800 households join the program each year. Approximately 6,698.8 tons of recyclable materials were collected in the residential and small commercial curbside single-stream recycling program in FY 2018.

The materials listed above as accepted at the Recycling Drop-Off Centers are also accepted in the curbside recycling—with the exception of glass, which is not accepted commingled.

The current and projected numbers above are not a guarantee of quantities. Proposer shall have the capacity to accept all recyclable materials from this growing program. Any limitations on that capacity must be specified in the proposal.

5.4 DEFINITION OF ACCEPTED RECYCLABLE MATERIALS: Proposer must indicate if they will accept the following materials for recycling. Proposer shall also list any additional materials accepted for recycling that do not appear below.

Materials Currently Accepted for Recycling in the City:

- Newsprint: Also referred to as old newspaper (ONP), shall include newspaper and advertising supplements and other paper grades as delivered to local subscribers of newspaper distributed in the area.
- Mixed Paper: Includes magazines, junk mail, wrapping paper, and other paperboard products such as cereal boxes, phone books, paper bags, paper from offices such as computer paper, white ledger, copier paper, envelopes, office stationary, and shredded paper if placed inside paper bags.
- Old Corrugated Cardboard (OCC): Includes boxes with unbleached and un-waxed paper with corrugated (ruffled) liners.
- Tin, Steel, and Bi-Metal Containers: Includes cans for food and beverages; empty nonfood and aerosol cans made of mixed metal, such as tin and steel; tin-coated steel containers; and lids from bottles and jars.
- Aluminum Beverage Cans: Household food and beverage cans made of aluminum.
- Plastics: Plastic bottles and containers made from the resin codes #1 -- #7 including PETE, HDPE, PVC, LDPE, PP AND PS but excluding all film plastics, Styrofoam, and construction and automobile products.
- Glass: Includes household glass containers, bottles and jars of all colors, including brown or amber, blue, green, mixed and/or broken glass. (Glass is not accepted in the City's single-stream curbside recycling bins, but is accepted when separated by color at the Recycling Drop-off Centers.)

The City reserves the right to add additional material types to this contract upon Contractor's approval and after negotiating a mutually-agreeable price.

5.5 CONTAMINATION AND WASTE EDUCATION: There is no way to eliminate all waste from the recycling collection system. Wastes will include materials mistakenly assumed by residents to be recyclable, as well as household waste deliberately placed in the recycling bin.

The City seeks a firm willing to work collaboratively with the City to improve the success of the City's recycling program both at the recycling drop-off centers and from the curbside cart program. Proposers are encouraged to provide in proposal submission any educational or promotional assistance available to the City should the Proposer be awarded the contract.

Contractor shall, at minimum, provide facility tours to the public as requested, attend or otherwise support educational outreach at public events, and create and distribute an annual summary of total materials recycled and the associated environmental benefits.

The City intends to employ some or all of the following outreach strategies to minimize contamination:

1. Send instructional packets to all new recyclers
2. Adhere a list of accepted and not accepted materials to curbside bins via stickers or hot press
3. Send annual educational mailing to households utilizing a recycling bin
4. Email annual educational mailing to households utilizing a recycling bin and with whom the City has an email address on file
5. Improve and maintain signage at the City's five Recycling Drop-off Centers
6. Maintain current recycling information on City website
7. Produce blog posts and/or social media posts reminding residents of recycling guidelines

5.6 PROCEDURE FOR HANDLING NON-RECYCABLE MATERIALS: The Contractor must be capable of managing up to fifteen percent (15%) contamination/waste in the delivered materials.

If the Contractor determines that a load delivered from the City contains over 15% non-recyclable materials, the Contractor shall use the following procedure for a rejected load:

The Contractor shall have the option not to accept the load and the non-recyclable materials. In this case, the materials may be taken to the City of Knoxville Solid Waste Management Facility located at 1033 Elm Street for disposal at no charge.

Reports of non-recyclable materials shall be responded to by the Contractor by making a call to the Director of Public Service or his/her designee immediately for inspection prior to the materials taken to the City of Knoxville Solid Waste Management Facility.

If the City is unable to send a representative to inspect the load, photos shall be provided to the City via email showing overall load, contaminants, and truck number of the load within two (2) hours of the occurrence.

5.7 ADDITIONAL SERVICES: From time to time during the period of work outlined in the contract and afterward, the City may elect to have the Contractor perform services that are not specifically described in the scope of work but are related to the contracted services (the “Additional Services”). The scope of the Additional Services and the compensation for the Additional Services shall be negotiated between the parties on a case-by-case basis and accomplished through an amendment to the contract.

5.8 COMMODITY MARKETING: It is the sole responsibility of the Contractor to sell all recyclable materials listed above to recycling vendors or manufacturers that recycle materials into other products, unless otherwise specified in the response to this RFP. Contractor shall make all efforts to maximize material recycling. If Contractor is not able to recycle, sell for recycling, or store for eventual recycling any non-contaminated recyclables as defined above, Contractor shall notify Public Service Director within five business days.

If the Proposer currently accepts “Accepted Recyclable Materials” as listed above, Proposer shall supply documentation that all types of materials currently collected by Proposer (as defined above) are marketed and sold as a recyclable material and document their beneficial end use. Proposer shall also supply a list of commodity buyers or clients that regularly purchase proposer’s recyclable materials.

The City reserves the right to add or delete “Accepted Recyclable Materials” at any time during the term of this contract, and any extensions, with mutual agreement by the Contractor. Additions or deletions of materials may be made by the City to its recycling programs for the purpose of optimizing operational efficiencies, increasing the quantities of recyclable material collected, and for any other beneficial or economic reason(s) as determined by the City.

5.9 PRICING: Proposer shall submit **one** pricing proposal for processing and marketing source-separated materials and **two** pricing proposals for processing and marketing the single-stream materials. **Proposer shall use “Proposal Pricing Sheet” provided within this document.**

1). Floating fee structure based on Blended Indexed Sales Values, to be adjusted quarterly to reflect fluctuations in the commodities market for both source-separated and commingled materials. A clearly defined method for adjustment must be included and indices must be specified. **Note: Appendix A provided within this RFP provides a sample table for calculating the blended rate of single-stream recyclables with a floating fee structure.**

2.) Set flat fee per ton for processing all single-stream materials for the life of the contract and any renewals.

5.10 AUDIT OF SINGLE-STREAM MATERIALS: Within the first sixty (60) days of fully executed contract and annually thereafter, Contractor shall audit the composition of the stream from the City's curbside recycling program. Annual audits will serve as a tool to assess education and outreach priorities and to provide tracking of the composition of the single-stream materials. Audit shall be performed either by an impartial third party at the expense of the Contractor or jointly by the Contractor and City staff. Proposers intending to perform internal annual audits shall provide with proposal submission details outlining the methodology for conducting audits with the collaboration of the City.

5.11 REPORTING, INVOICING, PAYMENTS TO CITY, AND RECORDS: At a minimum, Contractor shall submit the following information in monthly reports in an agreed upon electronic format:

1. Date, truck number, scale ticket number, material, and net weight for all incoming City loads per day, including loads delivered by City trucks or by the City's hauling contractor;
2. Monthly total tonnage of commingled recycling received for processing; and
3. Monthly total tonnage of sorted recycling received from each Recycling Drop-off Center, totaled by both location and by material type.

At a minimum, Contractor shall submit the following information in an annual report in an agreed upon electronic format. This information shall also be readily available upon random request by the City.

1. List of all Buyers that purchased materials from Contractor, tonnages sold, and current contact information.

Prior to the start of the contract, a format for reporting shall be proposed by the Contractor and agreed upon by the City. The City reserves the right to request changes to the reporting formats.

Monthly reports of the previous month's activities shall be due to the City no later than the last day of the following month. Reports may be provided sooner, if preferred, by the Contractor. Annual reports will be due by January 31st following the City's completed recycling year (January 1st—December 31st).

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

As part of data sharing requirements, records shall be kept on a daily and cumulative basis regarding the City's recycling program in Contractor's local office and shall be made available to the City upon request for inspection and copying for any reasonable purpose as deemed by the City. Information reporting shall be disseminated by an agreed upon electronic format.

5.12 SCALE AND TIPPING FLOOR ACCESS REQUIREMENTS: The scale and recyclables tipping floor operation must:

1. Have electronic reporting capabilities for the scale as needed to meet the electronic format reporting requirements as identified within this RFP;
2. Truck scales shall be calibrated annually and the Contractor shall provide calibration certification documents to the City upon request.
3. Provide paper weight tickets for each delivered load (if Contractor scales are not working properly or in need of maintenance, the Contractor shall be responsible for material weighing including payment at an alternative location and shall provide a weight ticket);
4. Provide all reports, invoices, and recyclable material revenues from scaled weight when tipped at tipping floor in City area (not from scaled weight at a remote processing facility);
5. Shelter the materials after tipping to prevent littering of the site or adjacent properties due to wind;
6. Accommodate tipping of material at a rate such that trucks delivering City recyclables are able to approach the site, enter, weigh in, tip all materials, and depart the site with a turnaround time of less than 30 minutes (inclusive of actual time ejecting load); and,
7. Accommodate at least three (3) days storage of City material delivered by the Contractor, such that Contractor processing equipment breakdowns will not result in service disruptions.

Proposers shall provide with proposal a site plan showing the scale and recyclables tipping floor layout, as well as, supporting features (access roads, gatehouse, security, etc.). In lieu of a site plan, photos of the site including access roads, gatehouse, scale, and tipping area is acceptable.

The scale and recyclables tipping floor location does not have to be the site where the recyclable materials are processed and marketed. Transfer of recyclable materials to another recycling facility location is acceptable so long as information regarding both the transfer site and the destination recycling facilities are provided with proposal submission.

5.13 SINGLE STREAM PROCESSING SYSTEM: The Proposer must provide an up-front separation and processing system for single stream recyclables that separates the fiber and container streams through mechanical and manual techniques fed by conveyor belts and feed pits. The processing system shall then be capable of processing

commingled materials with an equipment configuration and layout that provides for the manual and/or mechanical separation of the different material types and their removal, sorting, and baling for marketing.

At a minimum, the commingled processing system must:

1. Accept materials as defined in 5.4 DEFINITION OF ACCEPTED RECYCLABLE MATERIALS
2. Detect and remove contaminants
3. Sort and then bale products to acceptable market standards; and
4. Load bales of saleable material into transportation vehicles.

5.14 EQUIPMENT: All equipment to be used in the performance of the work contemplated under the provisions of these specifications must be in good condition to effectively service the contract for the City of Knoxville. All equipment to be used in performance of this contract must be made available for inspection by the Public Service Director or his/her agent thirty (30) days prior to the effective start date. Any equipment the City determines is not in good condition shall be replaced with new or like new equipment approved by the City prior to work beginning. The decision of the City shall be final and binding.

All equipment shall be kept in good repair and appearance and in a sanitary, clean condition at all times. Contractor shall keep available reserve equipment for the service and operation of this contract in the event of equipment breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment used by the Contractor in the performance of its duties hereunder. In the event of a substantial equipment breakdown, Contractor shall inform the City in a timely manner.

5.15 CLEANUP AND SPILLAGE OR BLOWING LITTER: The Contractor shall be responsible for the prevention of materials littering any public street or sidewalk during the course of offloading and/or processing materials. In the event materials spill or are blown from site/trucks, it is the Contractor's responsibility to clean and dispose of such litter. The Director of Public Service or his/her designee may inspect the facility at any time. If the amount of material on the tipping floor is excessive or if the distribution of the material on the property is found to be a potential source of litter, the Director of Public Service or his/her designee may require remediation.

5.16 HOURS AND DAYS OF OPERATION: The Contractor must provide a scale and recyclables tipping floor with the following minimum hours of operation:

Weekdays 7:00 a.m. to 5:00 p.m.

Saturday and Sunday collections are not required unless a Holiday occurs and/or expressly authorized by the Director of Public Service in the event of an emergency.

Monday through Friday, fifty-two (52) weeks a year, the Contractor is required to process City recyclables. The City will work with the Contractor to accommodate changes due to

inclement weather and holidays. It is not uncommon for collection operations to continue past 5:00 p.m. during the December/January holiday season or after other holidays. During off-hours, drivers must be able to record weights on hand-written tickets and a drop box must be provided for such tickets.

5.17 CHANGE OF SCHEDULE: The Contractor shall furnish to the Director of Public Service or his/her designee a change of operating schedules and notify the Director of Public Service or his/her designee of any changes in hours of structure, equipment, or other services performed or made.

5.18 HOLIDAY SCHEDULE: Should a holiday fall on a weekday, then the Saturday following the holiday may be authorized as a catch-up collection and processing day.

5.19 HOLIDAY: The Contractor shall not be required to, but may, perform on the six following holidays: New Year's Day, Martin Luther King, Jr. Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. If a normally scheduled processing day falls on one of the designated holidays processing shall be resumed on the next working day. Processing may be made on Saturday and Sunday as needed by the Contractor or requested by the City. The Contractor shall make every effort to coordinate operating days with City's collection contractor.

5.20 COMPLIANCE WITH LAWS: The Contractor hereby agrees to abide by all applicable federal, state, county, and city laws, ordinances, and regulations.

5.21 DEFAULT: If the Contractor fails to perform the services in accordance with the terms of the contract or neglects or refuses to comply with any of the other provisions of the contract, or if the Contractor willfully, knowingly or repeatedly violates any ordinance of the City or any of the laws of the State or any rules or regulations of the Knox County Health Department now or hereinafter enacted pertaining to the purchase and processing of recyclables, the City may give Notice to Cure to the Contractor at its local office address. The failure of Contractor to remedy such unsatisfactory condition within seven (7) days of the receipt of such notice shall constitute a default herein. Default as defined herein is in addition to, and does not constitute a substitution of, termination remedies as set forth in the "Contract Requirements" section of this document.

5.22 USE OF SUBCONTRACTORS: Proposers shall indicate in the proposal submission whether or not it intends to use subcontractors for any part of the service being provided and shall include a list of all said subcontractors and contact information.

5.23 EXPERIENCE: Each Proposer must furnish satisfactory evidence to the City that it has been continuously engaged in the business of purchasing or marketing, processing and properly disposing of recyclables for at least the preceding five (5) years and that it will be able to maintain operations and comply with the general specifications referred to

herein under all conditions, and that the proposer has all licenses and permits required to transport and dispose of recyclable materials.

All proposers shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, equipment, and expertise to perform the services required by the general specifications attached hereto. No contract will be awarded to any Contractor who, as determined by the City, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, personnel, or equipment to conduct and complete the collection, hauling, and disposal services in strict accordance with the specifications. The decision of the City shall be final.

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

6.1 Contract Documents. The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.

6.2 Administration. The contract will be administered by the City of Knoxville Public Service Department.

6.3 Invoices. Invoices for services will be submitted to the City in accordance with the contract terms.

6.4 Independent Contractor. The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 Assignment. The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 Indemnification and Hold Harmless. The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such

injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.7 Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

- D. **Other Insurance Requirements.** Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that

such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.

- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Large Deductibles; Self-Insured Retentions. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- Waiver of Subrogation Required. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled “Debts owed by persons receiving payments other than Salary;” Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the City to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee’s knowledge there is a financial interest possessed by:

- (1) the employee or the employee’s immediate family;
- (2) A business other than a public agency in which the employee or member of the employee’s immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a City employee, or for any person, while a City employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such

person while a City employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the City, shall represent that no other person has been retained to solicit or secure the contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any City employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under City or City-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a City contract.

6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the City in this proposal of their efforts to do so.

6.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the City in this submittal of qualifications of their efforts to do so.

6.13 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.14 Licenses. Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the City or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.

6.15 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.16 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.

6.17 Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.18 Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.19 Captions. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.20 Severability. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.21 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against

the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

6.22 Non-Reliance of Parties. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.23 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.24 EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

6.25 By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1 General

Submission forms and RFP documentation may be obtained on or after February 7, 2019, at no charge from:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-

2070. Forms and RFP information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2 Submission Information

Proposals shall include four (4) hard copies (one original and three duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

IMPORTANT NOTE: A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on **February 28, 2019**. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
City/County Building
400 Main Street, Room 667
Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside “Professional Services for Purchase/Marketing of Recyclables from Residential Curbside Single-Stream Collection and Recycling Drop-off Programs.” Proposers are reminded that the Purchasing Division receives many proposals and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x

11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

1. Title Page
2. Table of Contents
3. Submission Forms:
 - A. Form S-1
 - B. Non-Collusion Affidavit
 - C. No Contact/No Advocacy Affidavit
 - D. Iran Divestment Act Certification of Noninclusion
 - E. Diversity Business Enterprise Program
4. Body of Proposal: Information which addresses the scope of service provided and the evaluation criteria listed below. **List of all Buyers that purchase materials from Contractor, tonnages sold, and current contact information. List of no less than three (3) references.**

NOTE: All required submission forms may be found in this solicitation document.

7.4 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any. In addition to materials provided in the

written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the “most responsive firm,” the City may elect to negotiate with the next best and most responsive firm or team.

VIII. Evaluation Criteria

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

- 1. Qualifications and Experience of Firm – 40 points:** (See Section 5.23) Proposers will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar services. Proposal shall include information regarding same or substantially similar services for organizations similar in size and need as the City of Knoxville. Proposer must include contact information (contact name, job title, business name, location, phone number, and email address) for, no less than, three (3) references similar in size and need as the City of Knoxville. These references must be like organizations that are currently or have done business with proposer within the last five years. The City will take into consideration the quality, relevance, and number of references; the level of service and responsiveness that the vendor commits to its clients; and any additional information provided to the City by references and users of Vendor’s services. Proposer must have been in business for no less than five years.
- 2. Approach – 20 points:** Proposer shall provide details outlining the firm’s approach regarding specifications outlined with this Request for Proposals. **Proposer shall also provide with Proposal submission a list of all Buyers that purchase materials from Contractor, tonnages sold, and current contact information.**
- 3. Cost Effectiveness and Value – 40 points:** Proposer shall submit one pricing proposal for processing and marketing source-separated materials and two pricing proposals for processing and marketing the single-stream materials. (See Section 5.9) Proposer shall use “Proposal Pricing Sheet” provided within this document. Proposals will be evaluated in terms of the most reasonable and or most effective pricing cost options as deemed by the City.

Submission Forms

CITY OF KNOXVILLE
REQUEST FOR PROPOSALS
Professional Services for Purchase/Marketing of Recyclables
from Residential Curbside Single-Stream Collection and
Recycling Drop-off Programs

Submission Form S-1

**Proposals to be Received by 11:00:00 a.m., Eastern Time; February 28, 2019; in Room 667-674,
City/County Building; Knoxville, Tennessee.**

IMPORTANT: Proposals shall include four (4) hard copies (one original and three duplicates—**mark the original as such**) and one electronic copy of the proposal (.pdf format on CD only—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, as the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.** Proposals shall clearly indicate the legal name, address and telephone number of the submitting entity (company, firm, partnership, individual). A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Please complete the following:

Legal Name of Proposer: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

Signature: _____

Name and Title of Signer: _____

Note: Failure to use these response sheets may disqualify your submission.

**PROPOSAL PRICING SHEET
Professional Services for Purchase/Marketing of Recyclables
from Residential Curbside Single-Stream Collection and
Recycling Drop-off Programs**

RECYCLING DROP-OFF PROGRAMS (Source-Separated Materials)

Fill in the table below to show how quarterly pricing will be calculated.

Recyclable Commodity	Floor Price not to fall below (\$ per ton)	Reference Index	Price on February 1, 2019 in Reference Index	Processing Fee (\$ per ton)	Price Formula (may attach explanation, if necessary)	Calculated Price for City of Knoxville (\$ per ton) on Feb 1, 2019	Material Composition %	Calculated Price for City of Knoxville on Feb 1, 2019 x material composition % =
Newspaper (ONP)							13%	
Mixed Paper							26%	
Cardboard (OCC)							19%	

Tin/Steel/Bi -Metal							1%	
Aluminum (UCB)							2%	
Plastics #1- -#7							13%	
Glass, Brown							9%	
Glass, Clear							9%	
Glass, Green							8%	
TOTAL \$ Per Ton:								

Aluminum (UCB)							2%	
Plastics #1 (PET)							3%	
Plastics #2 (HDPE- Natural)							1%	
Plastics #2 (HDPE- Color)							1%	
Plastics #3-- #7							2%	
Contaminants (including glass)							14%	
TOTAL \$ Per Ton:								

SINGLE-STREAM RECYCLING PROGRAMS (Commingled Materials—Flat Fee Structure)

Fill in the table below for set flat fee pricing for life of the contract.

Recyclable Commodity	Processing Fee (\$ per ton)
Commingled Material (single-stream)	

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is the _____ of _____, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission expires _____

No Contact/No Advocacy Affidavit

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

(1) He/She is the owner, partner, officer, representative, or agent of _____
_____, the Proposer that has submitted the attached Proposal;

(2) The Proposer _____ swears or affirms that he/she will
aproposale by the following “No Contact” and “No Advocacy” clauses:

a) **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Assistant Purchasing Agent (Penny Owens) or Procurement Specialist (Julie Smith Maxwell). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.

b) **NO ADVOCATING POLICY:** To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Department of Public Service, or any other City staff.

Any company and/or individual who does not comply with the above stated “No Contact” and “No Advocating” policies may be subject to having their proposal rejected from consideration.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

NOTARY PUBLIC:

Subscribed and sworn to before me this _____ day of _____, 2_____.

My commission expires: _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2018 goal is to conduct 3.06% of its business with minority-owned businesses, 10.03% of its business with woman-owned businesses, and 38.71% with small businesses.

While the City cannot engage (pursuant to state law) in preferential proposalding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-proposals and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are proposalding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your proposal/proposal) the following sub-contractor/ consultant statement.

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE PROPOSAL/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Proposer/Proposer Company Name)

(Project Name)
\$ _____
(Amount of Proposal)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

APPENDIX A

Appendix A:

SAMPLE TABLE FOR CALCULATING BLENDED RATE OF SINGLE-STREAM RECYCLABLES FOR FLOATING FEE STRUCTURE

Value of one ton of recyclable material collected from Single Stream Curbside Residential Recycling Program. The Blended Rate is the total value of all commodities based on market prices and the composition of the audited mix of materials.

Commodity	Audited Material Composition %	Referenced Index	Unit Rate based off Referenced Index \$/ton	Unit Rate X Composition %
	A		B	A*B
Newsprint (ONP)	x%	<i>Insert which index or value tool will be used to determine value for each commodity. Certain materials, such as residue and glass, may have a negative unit rate. Rates should fluctuate according to the agreed upon index or value tool.</i>	\$y	\$z
Mixed Paper	x%		\$y	\$z
Cardboard (OCC)	x%		\$y	\$z
Tin/Steel/Bi-Metal	x%		\$y	\$z
Aluminum (UCB)	x%		\$y	\$z
Plastics #1 (PET)	x%		\$y	\$z
Plastics #2 (HDPE-Natural)	x%		\$y	\$z
Plastics #2 (HDPE-Color)	x%		\$y	\$z
Plastics #3--#7	x%		\$y	\$z
Glass	x%		\$y	\$z
Residue	x%		\$y	\$z
100%				Blended Rate =