



CITY OF
Tulsa
A New Kind of Energy.

**Invitation For Bid IFB/TAC # 1251
Recyclables Processing
Tulsa Authority for the Recovery of Energy
Issued: May 13, 2022**

**Tulsa Authority for
the Recovery of
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NOTICE is hereby given that the City of Tulsa, Oklahoma, on behalf of and as agent for the **Tulsa Authority for the Recovery of Energy (TARE)**, a public trust for which the City of Tulsa provides staff services under contract with TARE, will receive sealed Bids for the following:

BID # TAC 1251

DESCRIPTION: Recyclables Processing (Commodity Code(s): 926-77)

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at www.cityoftulsapurchasing.org or a hardcopy may be obtained at:

**City of Tulsa-Purchasing Division
175 East 2nd Street, 15th Floor
Tulsa Oklahoma 74103**

Bids must be received no later than 5:00 PM (CST) on Wednesday, June 8, 2022 and delivered to:

**City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of the Notice of Invitation to Bid, the Summary Sheet, Instructions, Terms and Conditions, Form #1, Form #2 (this "Agreement for Processing and Marketing of Program Recyclable Materials" and the appendices hereto), Form #3, Form #4, Special Requirements (offer Period, Insurance and Bonding; References), Utilization Instructions and Attachments 1, 2 and 3 thereof, Technical Specifications (Bid Content, Basis of Award), Exhibit A – Bid Form, and all other Appendices hereto.

Use this checklist to ensure you have properly read and completed all Forms.

- Notice of Invitation for Bid
- Summary Sheet
- Form #1: Bidder Information Sheet. Must be completed.
- Form #2: Agreement for Processing and Marketing of Program Recyclable Materials.
Complete legal name and fill in all other blanks including legal name, business structure, notification address, telephone number, email address, recycling processing facility and MRF locations, attestation, date, Recycling Processing & Marketing Fees and Recyclable Revenue Shares (which must be consistent with the Bid Form). Original signatures required.
- Form #3: Affidavit. Original signature and notarization required.
- Form #4: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- Instructions, Terms and Conditions for Bidders
- Special Requirements (Offer Period; Insurance and Bonding; References)
- Technical Specifications
- Exhibit A (Page 61): Bid Form. This is your Bid. It must be completed or your Bid will be rejected. **Exhibit A on Page 61 must be identical to Appendix A on Page 40.**

IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.



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SUMMARY SHEET

Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:

Donny Tiemann
dtiemann@cityoftulsa.org
City of Tulsa
175 E. 2nd Street, 15TH Floor
Tulsa, OK 74103
Include **IFB/TAC 1251** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include IFB/TAC 1251 on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB. Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet.

Questions and concerns must be received no later than **ten days prior** to the Bid Packet due date.

Issuing of Addenda

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website (www.CityofTulsaPurchasing.org) to receive notice of any addenda, or to receive notice of any future IFBs.

Pre-Bid Conference

If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:

No Pre-Bid Conference Will Be Held.

Bid Packet Submission

TARE requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.

Electronic Copy also required.

Responses to this Invitation for Bid must be made on the forms listed on page 1. The entire completed Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

Bid Opening

All Bid openings are public and take place at **8:30 a.m. Thursday**, the day after Bids are due. The Bid openings are held in the City of Tulsa City Council Meeting Room, City Hall - 2nd Floor, One Technology Center, 175 East 2nd Street, Tulsa, Oklahoma.



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**FORM #1
BIDDER INFORMATION SHEET**

Bidder's Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____ |

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____

Sales Contact:

Name: _____
Title/Position: _____
Street: _____
City: _____
State: _____
Phone: _____
Email: _____

Contact for Legal Notice:

Name: _____
Title/Position: _____
Street: _____
City: _____
State: _____
Phone: _____
Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other:



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FORM #2 (this and the next 42 Pages)

**AGREEMENT FOR PROCESSING AND MARKETING OF PROGRAM
RECYCLABLE MATERIALS**

between

TULSA AUTHORITY FOR RECOVERY OF ENERGY

and

("Recycling Contractor")

_____, 2022



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**AGREEMENT FOR PROCESSING AND
MARKETING OF PROGRAM RECYCLABLE MATERIALS**

between

TULSA AUTHORITY FOR RECOVERY OF ENERGY

and

_____ (“Recycling Contractor”).

This Agreement constitutes an “Agreement for Processing and Marketing of Program Recyclable Materials” made on _____, 2022 between the TULSA AUTHORITY FOR RECOVERY OF ENERGY (“Authority” or “TARE”), a public trust under the provisions of Title 60, Oklahoma Statutes, as amended, Sections 176 et seq., for which the City of Tulsa (“City”) is the sole beneficiary, and _____, a/an _____ [corporation] or [limited liability company] (“Recycling Contractor”).

RECITALS

WHEREAS, Authority issued an Invitation for Bid for Program Recyclable Materials Processing and Marketing Services (“the IFB”); and,

WHEREAS, Recycling Contractor timely submitted a bid in response to the IFB; and,

WHEREAS, Authority received and evaluated bids from vendors in response to the IFB; and,

WHEREAS, Authority has the power to execute this Agreement; and,

WHEREAS, Recycling Contractor has the power to execute this Agreement; and,

WHEREAS, Authority desires to hire Recycling Contractor to provide services specified hereinafter; and,

WHEREAS, Recycling Contractor desires to provide services specified hereinafter; and,

WHEREAS, the parties have agreed on the date of the execution of this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual obligations undertaken herein, the Parties hereby agree as follows:

SECTION 1: RECITALS AND IFB INCORPORATION

1.1 Recitals True and Correct.

The foregoing recitals are true and correct and hereby incorporated herein by this reference.

1.2 Documents Comprising the Agreement.

The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Instructions, Terms and Conditions, Form #1, Form #2 (this “Agreement for Processing and Marketing of Program Recyclable Materials” and the appendices hereto), Form #3, Form #4, Special Requirements (offer Period, Insurance and Bonding; References), Utilization Instructions and Attachments 1, 2 and 3 thereof, Technical Specifications (Bid Content, Basis of Award), Exhibit A – Bid Form, and all other Appendices to the Agreement. The Bid Packet is incorporated



herein by this reference. In the event of conflicting or ambiguous language between this Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Agreement and second according to the remainder of the documents included in the Bid Packet. Bidder may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Recycling Contractor and accepted in writing by Authority which are not ambiguous and which do not conflict with this Agreement or the other Bid Packet documents are incorporated herein by this reference.

SECTION 2: DEFINITIONS

As used herein, the capitalized terms, phrases, words, and their derivations shall have the meanings as set forth in APPENDIX C - Defined Terms Used in Agreement.

SECTION 3: REPRESENTATIONS AND COVENANTS

3.1 Representations by Authority

Authority represents to Recycling Contractor that Authority is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry out the functions and operations as contemplated by this Agreement.

3.2 Representations by Recycling Contractor

Recycling Contractor represents to Authority that, as of the Effective Date and at all times during the Initial and any Renewal Terms hereof:

- A. Recycling Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry out the functions and operations contemplated by this Agreement. Recycling Contractor has the power and authority to own or hold under lease its properties and to enter into and perform its obligations under this Agreement.
- B. Recycling Contractor has the power, authority, and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof (i) have been duly authorized, (ii) has the requisite approval of all government bodies, (ii) will not violate any judgment, order, law, or regulation applicable to Recycling Contractor or any provisions of Recycling Contractor’s organizational documents, and (iv) do not conflict with, constitute a default under, or result in the creation of any, lien, charge, encumbrance or security interest upon any assets of Recycling Contractor under any contract or instrument to which Recycling Contractor is a party or by which Recycling Contractor or its assets may be bound or affected.
- C. Recycling Contractor has obtained all applicable environmental and other governmental permits, licenses and authorizations that are required under Applicable Law to perform its obligations hereunder.
- D. This Agreement has been duly entered into and constitutes a legal, valid, and binding obligation of Recycling Contractor, and there are no pending or threatened actions or proceedings before or by any court or administrative agency which would materially adversely affect the financial condition of Recycling Contractor, or the ability of Recycling Contractor to perform its obligations under this Agreement.
- E. Recycling Contractor has read, executed, and understands the Interest Affidavit, Non-Collusion Affidavit and Affidavit of Claimant. Violation of any of these affidavits can result in termination of this Agreement by Authority without penalty to Authority. Any violation of any term in any of these affidavits is a breach of this Agreement.
- F. Recycling Contractor has read and understands the City’s rules and regulations regarding the subject of



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this Agreement and will advise its employees and/or subcontractors, prior to performing any tasks under this Agreement, of all of the rules applicable to their work duties under this Agreement. Recycling Contractor is additionally responsible for reading and understanding any new City rules and regulations as they are made available to the public and must advise its employees and/or subcontractors of changes to the rules and regulations. Recycling Contractor has also become familiar with other rules, laws and regulations applicable to this Agreement and the services to be provided by Recycling Contractor and has advised its employees and/or subcontractors accordingly. Recycling Contractor is additionally responsible for staying abreast of developments in the rules, laws, and regulations applicable to this Agreement and the services to be provided by Recycling Contractor and will advise its employees and/or subcontractors accordingly. Violation by Recycling Contractor or any of Recycling Contractor's employees or subcontractors of any Applicable Law can result in termination of this Agreement at the sole option of Authority without penalty to Authority. Any violation of any of the City's rules and regulations or other Applicable Law is a breach of this Agreement.

The representations and covenants made in this Section shall survive the termination or expiration of this Agreement.

3.3 Compliance With Laws

3.3.1 Compliance with Laws and Regulations

Recycling Contractor agrees to comply, and shall cause its employees, agents, and subcontractors to comply, with all statutes, regulations, rules, ordinances, orders, and court or agency decisions applicable to its performance under the Agreement. Without limiting the foregoing, Recycling Contractor's provision of the work shall comply with, as amended, Title VI and Title VII of the Civil Rights Act of 1967, the Equal Pay Act of 1963, and Rehabilitation Act of 1974, the Immigration Reform Control Act of 1986, all OSHA regulations, and Executive Orders of the President of the United States. Additionally, Recycling Contractor shall:

- A. Not discriminate against any employee or applicant for employment with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, national origin, age, sex, sexual orientation, or physical disability not related to job requirements.
- B. Establish and adhere to employment policies and procedures designed to reasonably assure that all personnel of Recovery Contractor assigned to provide services under this Agreement are legally authorized to work in the United States and Recycling Contractor shall register and participate in the "Status Verification System" as required by the provisions of Title 25, Oklahoma Statutes § 1313(b)(1), in effect on the date hereof and as it may be amended from time to time, to verify the work eligibility status of all new employees.
- C. Comply with Title 111 of the Americans With Disabilities Act, 42 U.S.C. Sections 12101-12213, as in effect on the date hereof and as it may be amended from time to time (the "ADA") and the provision of such auxiliary aid or alternate services as may be required by the ADA.
- D. Comply with Section 515 of Title 252 of the Oklahoma Administrative Code and Title 11-B of the Tulsa Revised Ordinances, in each case as they may be amended from time to time.

3.3.2 Licenses and Permits

Recycling Contractor agrees to procure, at its own expense, all necessary licenses and permits required by the city, county, state, tribal and federal government for the performance of the work. Recycling Contractor shall obtain certificates of compliance where required.



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3.3.3 Safety Regulations

Recycling Contractor shall take all necessary precautions toward all safety issues and shall actively promote working conditions and work practices which will ensure all workers a safe and healthful work environment. Performance of work shall strictly comply with the U.S. Occupational Safety and Health Act (OSHA) of 1970, the Superfund Amendments and Reauthorization Act of 1986 (SARA Title 3), and all regulations imposed by any federal, state, or local authority having jurisdiction thereof.

3.3.4 Hazardous and Special Waste

Upon Recycling Contractor's taking possession of Program Recyclable Materials, Recycling Contractor accepts title, risk of loss and all other incidents, rights and obligations of ownership for any and all such materials. In the event Recycling Contractor, its agents, employees or subcontractors generate, transport, store, treat or dispose of any hazardous or special waste materials, the following provisions apply and Recycling Contractor agrees to:

- A. Ensure that all shipments of hazardous and special waste materials are accompanied by proper shipping papers and documents as are required for the lawful transport of such waste and that packages or containers comply with all Applicable Law;
- B. Establish and follow health and safety plans which shall protect the environment, Recycling Contractor's employees and subcontractors from the hazards and risks from handling or working with hazardous and special waste materials;
- C. Instruct all truck drivers or other transporters as to the proper procedure to be used and the precautions to be followed in handling and transporting of the materials. The drivers and trucks supplied by Recycling Contractor will be trained, authorized, equipped, permitted, and licensed to carry hazardous and special waste material, in accordance with prudent safety precautions and Applicable Law. Trucks and other equipment used by Recycling Contractor for performance of the work shall be in first-class operating condition shall be suitable for the particular work requested and shall be routinely inspected by Recycling Contractor and timely maintained.

SECTION 4: EFFECTIVE DATE AND TERM OF AGREEMENT

4.1 Effective Date

Except as otherwise provided for herein, the obligations of the parties shall take effect on the Effective Date.

4.2 Term of Agreement

4.2.1 Initial Term

Unless sooner terminated in accordance with the provisions in this Agreement, the term of this Agreement shall commence at 12:01 AM on October 1, 2022 (the "Commencement Date") and shall continue in effect until June 30, 2033 at 11:59 PM. This provision in no way limits Authority's rights to terminate this Agreement at any time during the term of this Agreement pursuant to the provisions of this Agreement.

4.2.2 Optional Renewal Terms

After the Initial Term as defined in Section 4.2.1 of this Agreement, Authority shall have the option to renew this Agreement for up to two additional two-year optional renewal terms. Recycling Contractor may prohibit Authority from exercising an optional renewal term by providing written notice to the Contract Administrator of Recycling Contractor's election to reject a renewal or additional renewal on or before twelve months preceding the



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scheduled date of expiration of the Initial Term or the then current optional renewal term of this Agreement. If Recycling Contractor does not provide such written notice to the Contract Administrator on or before twelve months preceding the scheduled date of expiration of the Initial Term or the then current optional renewal term of this Agreement prohibiting Authority from exercising the optional renewal term, Authority may upon written notice to Recycling Contractor not later than one hundred twenty calendar days preceding the scheduled date of expiration of the Initial Term or the then current optional renewal term of this Agreement exercise such optional renewal term by such notice. This provision in no way limits Authority's right to terminate this Agreement at any time during the Initial Term or any optional renewal term thereof pursuant to the provisions in this Agreement.

SECTION 5: RESPONSIBILITIES FOR ACCEPTANCE, TRANSPORT, PROCESSING, AND MARKETING OF PROGRAM RECYCLABLE MATERIALS

5.1 Responsibility to Accept Program Recyclable Materials

5.1.1 Acceptance of Program Recyclable Materials collected by Collections Contractor

Recycling Contractor shall accept Program Recyclable Materials delivered by Collections Contractor and City of Tulsa vehicles to the Recycling Processing Facility. Failure of Recycling Contractor to meet the requirements set forth in this section of the Agreement shall be a breach of this Agreement and may result in termination of this Agreement with Recycling Contractor.

5.1.2 Acceptance of Program Recyclable Materials from Other Sources

Recycling Contractor may accept Recyclable Materials from other sources at the Recycling Processing Facility provided the acceptance of such Recyclable Materials shall not preclude or interfere with the acceptance, transporting, processing, and marketing of Program Recyclable Materials collected by the Collections Contractor and City of Tulsa vehicles.

5.2 Responsibility to Transport Program Recyclable Materials

Collections Contractor shall be instructed to deliver Program Recyclable Materials to the Recycling Processing Facility. In the event that the Recycling Processing Facility is a transfer station, Recycling Contractor shall be responsible for transporting all Program Recyclable Materials and Rejects delivered to the Recycling Processing Facility by the Collections Contractor to the MRF at no additional cost to Authority. Failure of Recycling Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by Authority of this Agreement with Recycling Contractor.

5.3 Responsibility to Process Program Recyclable Materials

Recycling Contractor shall be solely responsible for processing all Program Recyclable Materials delivered to the Recycling Processing Facility by the Collections Contractor and City of Tulsa vehicles. Failure of Recycling Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by Authority of this Agreement with Recycling Contractor.

5.4 Responsibility to Market Program Recyclable Materials

Recycling Contractor shall be solely responsible for marketing in accordance with this Agreement all Program Recyclable Materials delivered to the Recycling Processing Facility. Recycling Contractor shall use its best efforts to research and investigate new markets for Program Recyclable Materials. Failure of Recycling Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by Authority of this Agreement with Recycling Contractor.



5.5 Other Program Recyclable Materials Responsibilities

Recycling Contractor shall be solely responsible for all aspects of the management, operations, and maintenance of the Recycling Processing Facility and MRF (if the Recycling Processing Facility is a transfer station only) including, without limitation, the following:

- A. The acceptance, transporting, processing, and marketing of Program Recyclable Materials delivered to the Recycling Processing Facility by the Collections Contractor and/or by City of Tulsa vehicles;
- B. Transportation of Unaccepted Loads to the Designated Disposal Facility;
- C. Transportation and disposal of Rejects to the Designated Disposal Facility;
- D. The maintenance of complete and accurate records and the provision of reports to Authority in accordance with the requirements of this Agreement;
- E. Preventive maintenance; maintenance and repair of systems and equipment; maintenance and repair of building and grounds at the Recycling Processing Facility (and MRF if Recycling Processing Facility is a transfer station only);
- F. Prevention and clean-up of litter at the Recycling Processing Facility; and
- G. The recruitment, hiring, and training of all managerial, supervisory, and operating personnel at the Recycling Processing Facility and MRF.

SECTION 6: RECYCLING PROCESSING FACILITY AND MRF LOCATIONS

6.1 Recycling Processing Facility Location

Recycling Contractor shall maintain the Recycling Processing Facility for delivery of Program Recyclable Materials by the Collections Contractor at *[insert location address]* _____ throughout the term of the Agreement. If Recycling Contractor is unable to accept at the Recycling Processing Facility and transport from the Recycling Processing Facility to the MRF any or all Program Recyclable Materials delivered by the City’s Collections Contractor, Recycling Contractor shall be solely responsible for the following:

- A. Procuring an alternative delivery site for accepting and transporting such Program Recyclable Materials; and
- B. Any and all increases in costs associated with accepting and transporting such Program Recyclable Materials at the new Recycling Processing Facility.

Failure of Recycling Contractor to accept at the initial Recycling Processing Facility and transport from the initial Recycling Processing Facility to the MRF any or all Program Recyclable Materials collected by Collections Contractor shall be a breach of this Agreement and may result in termination by Authority of this Agreement with Recycling Contractor.

6.2 MRF Location

Recycling Contractor shall maintain a MRF at *[insert location address]* _____ (the “Designated MRF”) throughout the term of the Agreement. If Recycling Contractor is unable to accept, process, and market any or all Program Recyclable Materials at the MRF delivered by Collections Contractor, Recycling Contractor shall be responsible for the following:



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- A. Procuring an alternative MRF for accepting, processing, and marketing such Program Recyclable Materials; and
- B. Any and all increases in costs associated with accepting, processing, and marketing such Program Recyclable Materials at the new location, including higher transportation costs incurred by the Collections Contractor.

Failure of Recycling Contractor to accept, process, and market any or all Program Recyclable Materials at the MRF delivered by Collections Contractor is a breach of this Agreement and may result in termination by Authority of this Agreement with Recycling Contractor.

SECTION 7: DISPOSAL OF PROGRAM RECYCLABLE MATERIALS PROHIBITED

Recycling Contractor shall not dispose of any Program Recyclable Materials or market Program Recyclable Materials to markets that Recycling Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Materials except when approved in writing by the Contract Administrator. Disposal of any Program Recyclable Materials or marketing Program Recyclable Materials to markets that Recycling Contractor knows or reasonably should have anticipated will dispose of the Program Recyclable Materials, except when approved in writing by the Contract Administrator, is a breach of this Agreement and may result in termination by Authority of this Agreement with Recycling Contractor. Failure of Recycling Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by Authority of this Agreement with Recycling Contractor.

SECTION 8: INSPECTION OF LOADS AND UNACCEPTED LOADS

8.1 Recycling Contractor’s Right to Inspect Loads

Recycling Contractor shall have the right to inspect each load of Program Recyclable Materials upon discharge at the Recycling Processing Facility for compliance with this Agreement.

8.2 Unaccepted Loads

8.2.1 Reasons for Unaccepted Loads

Prior to departure of a Collections Contractor’s vehicle from the Recycling Processing Facility, Recycling Contractor may designate a load as an Unaccepted Load for the following reasons:

- A. A load of Program Recyclable Materials contains more than twenty-five percent of non-Program Recyclable Materials by volume; or
- B. A load of Program Recyclable Materials presents a substantial endangerment to the public or employee health or safety.

Recycling Contractor may not designate a load as an Unaccepted Load for any reason other than those identified in this section.

8.2.2 Procedure for Unaccepted Loads

8.2.2.1 Notice of Unaccepted Load

If Recycling Contractor designates a load of Program Recyclable Materials delivered by Collections Contractor



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as an Unaccepted Load, Recycling Contractor shall provide notification by telephone and written notice which may be by email to the Contract Administrator prior to the Collection Contractor's vehicle departing from the Recycling Processing Facility. Recycling Contractor shall state the reason the load was designated an Unaccepted Load in the notification by telephone and in writing which may be by email. In addition, Recycling Contractor shall maintain the load separately from other material to afford Contract Administrator the right to inspect as provided by Section 8.2.2.2 of this Agreement. If Recycling Contractor fails to provide notice in accordance with this Section, Recycling Contractor shall accept the load. For purposes of this Section 8.2.2.1, notice to the Contract Administrator may be made by email to the Contract Administrator's business email address.

8.2.2.2 Right to Inspect Unaccepted Loads

Upon receipt of the notice by the Contract Administrator from Recycling Contractor in accordance with Section 8.2.2.1, Recycling Contractor shall retain the Unaccepted Load for an additional twenty-four (24) hours to allow the Contract Administrator the opportunity to inspect the load. The Contract Administrator may waive the right to inspect the load. Failure to inspect the load within twenty-four hours of receipt of notice shall be deemed a waiver of the right to inspect the load.

8.2.2.3 Dispute or Acceptance of Designation as Unaccepted Load

If the Contract Administrator inspects the load, Contract Administrator may dispute or accept the designation as an Unaccepted Load. If the Contract Administrator disputes the rejection of the load, Recycling Contractor shall either sort the contents of the load by Program Recyclable Materials and other materials and weigh each individually or accept the load. If Recycling Contractor sorts the contents of the load by Program Recyclable Materials and non-Program Recyclable Materials and weighs each individually, Recycling Contractor shall accept the load if the weight of such non-Program Recyclable Materials is equal to or less than twenty-five percent of the weight of the entire load.

8.2.2.4 Costs for Unaccepted Loads

Recycling Contractor shall transport and dispose of Unaccepted Loads at the Disposal Facility. Disposal Facility shall invoice Authority, and Authority shall pay for disposal costs of Unaccepted Loads.

SECTION 9: HANDLING OF REJECTS AND HAZARDOUS WASTE

9.1 Procedure for Managing Rejects and Hazardous Waste

9.1.1 Managing Rejects

Recycling Contractor shall dispose of Rejects delivered to the Recycling Processing Facility by Collection Contractor at the Designated Disposal Facility as may be directed by the Authority. Recycling Contractor shall be responsible for managing and transporting such Rejects to the Designated Disposal Facility.

9.1.2 Removal of Hazardous Materials

A. Recycling Contractor shall notify the Authority (by telephone) of any delivery of Hazardous Waste to the Recycling Processing Facility by or on behalf of the Authority. Upon receipt of such telephonic notice, the Authority shall determine a method for disposing of such waste at the Authority's cost and shall notify the Recycling Contractor regarding the disposal of such waste, all in accordance with Applicable Law. In the event that Authority does not dispose of such Hazardous Waste within a reasonable time after receipt of



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such telephonic notice, Recycling Contractor’s Representative shall notify the Contract Administrator that Recycling Contractor intends to dispose of such waste, the amount that Recycling Contractor will invoice Authority for such service (which amount shall be consistent with then current market rates) and the date and time the Recycling Contractor intends to dispose of such waste. Unless the Authority removes such waste prior to the Recycling Contractor’s stated date and time of disposal of such waste, the Recycling Contractor may dispose of such waste on or after such date and time and invoice Authority for an amount not to exceed the amount stated by Recycling Contractor during the telephonic notice to Authority’s Contract Administrator.

- B. If the Authority delivers Hazardous Waste to the Recycling Processing Facility, the Recycling Contractor may, at its option, either (i) process such Hazardous Waste as an Unaccepted Load, or (ii) notify the Authority in accordance with this Section 9.1.2.
- C. The removal, transport and disposal by the Recycling Contractor of Unacceptable Waste or Hazardous Waste shall be accomplished in accordance with all Applicable Law, and if delivered by or on behalf of Authority, pursuant to the process set forth in this Section 9.1.2 above.
- D. Authority shall have the right but not the obligation to station a monitor at the Recycling Processing Facility to monitor the Recycling Contractor’s acceptance, handling and processing of materials at the Recycling Processing Facility. The Recycling Contractor shall provide to Authority copies of all Special, Hazardous or Unacceptable Waste approval requests and reports which the Recycling Contractor sends to the Oklahoma Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental authority; provided that such monitoring shall be conducted in a manner so as to minimize interference with Recycling Processing Facility operations. In connection with any Recycling Processing Facility visits, the Authority and its representatives and invitees shall comply with all reasonable rules and regulations adopted by the Recycling Contractor, including a requirement that each person visiting the Recycling Processing Facility sign a statement agreeing (a) to assume the risk of the visitation but not the risk of injury due to the negligent acts of the Recycling Contractor, and (b) not to disclose or use, consistent with Applicable Law, any confidential information of the Recycling Contractor other than for the purpose for which it was furnished or as may be required by Applicable Law.

9.2 Costs for Transporting Rejects

Recycling Contractor shall, at Recycling Contractor’s sole expense (excluding disposal costs), transport Rejects to the Designated Disposal Facility. Authority and Recycling Contractor agree the costs for disposal at the Designated Disposal Facility of Rejects from Program Recyclable Materials delivered by the Collections Contractor pursuant to the Collections Contract shall be billed by the Designated Disposal Facility to Authority and paid by the Authority. The Recycling Contractor will send Contract Administrator a copy of all weight tickets for Rejects delivered to Recovery Facility by Recycling Contractor on behalf of the Authority.

SECTION 10: RECYCLING FACILITY AND MRF REQUIREMENTS

10.1 Recycling Processing Facility Requirements

10.1.1 Recycling Processing Facility

In the event that Recycling Contractor’s Recycling Processing Facility does not include MRF operations, the following requirements shall apply to the Recycling Processing Facility.



10.1.2 Collections Contractor

Authority shall provide Recycling Contractor with the names, vehicle information and other reasonably required data regarding Collections Contractor at least ten days prior to the Commencement Date.

10.1.3 Capacity

Recycling Contractor shall construct, maintain, and operate the Recycling Processing Facility to provide sufficient capacity for accepting and transporting Program Recyclable Materials delivered by Collections Contractor and City of Tulsa vehicles for the term of this Agreement to the MRF if the MRF is in another location.

Failure of Recycling Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by Authority of this Agreement with Recycling Contractor.

10.1.4 Scales

Recycling Contractor shall operate and maintain adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing delivery vehicles. Recycling Contractor shall maintain a record containing the gross weight, tare weight, net weight, date, time, and vehicle identification of each vehicle entering and exiting the Recycling Processing Facility utilizing equipment provided by the Recycling Contractor. Recycling Contractor shall weigh, record, and tabulate materials from the Collections Contractor and City of Tulsa vehicles and other haulers' vehicles separately. Recycling Contractor shall test the Recycling Processing Facility scales as required by Applicable Law. At a minimum, Recycling Contractor shall test the Recycling Processing Facility scales every six months. If testing of the Recycling Processing Facility scales indicates that a scale is inaccurate by an amount greater than one percent (1.0%), then Recycling Contractor and Authority agree that the scale records for the preceding ninety days shall be adjusted by the percentage the scale is inaccurate. If the Recycling Processing Facility scales are unavailable during hours of operation, Recycling Contractor shall use the average weight for the route and load of the day from the previous calendar week. Authority shall conduct random and periodic weight checks on the Collections Contractor's delivery trucks. Recycling Contractor may accompany Authority on such checks.

Failure of Recycling Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by Authority of this Agreement with Recycling Contractor.

10.1.5 Operation and Maintenance

Recycling Contractor shall:

- A. Operate and maintain Recycling Processing Facility in accordance with Applicable Law. Recycling Contractor shall obtain and maintain all permits, licenses, and approvals for operating and maintaining Recycling Processing Facility.
- B. Establish and maintain safety procedures for the Recycling Processing Facility at a level consistent with Applicable Law and good industry practice.
- C. Maintain the Recycling Processing Facility at all times in a neat, orderly, litter-free and odor free condition, including but not limited to, providing maintenance, implementing necessary repairs, purchasing and installing necessary replacement equipment or parts for the Recycling Processing Facility, and maintaining a reserve of spare parts, all consistent with manufacturer standards and good working conditions.



10.1.6 Traffic Regulation

Recycling Contractor may reasonably regulate the flow of traffic at the Recycling Processing Facility and may deny access to any vehicle that repeatedly violates reasonable Recycling Processing Facility safety and traffic rules promulgated by Recycling Contractor.

10.1.7 Priority Access

Recycling Contractor shall provide priority access during all hours of operation to a minimum of three Collections Contractor vehicles discharging Program Recyclable Materials at the Recycling Processing Facility. Priority access shall mean that at any time during Recycling Contractor's hours of operation in any day, a maximum of three Collection Contractor's vehicles at the Recycling Processing Facility at any one time will be allowed to discharge materials at the Recycling Processing Facility prior to other vehicles. Such priority access shall also be afforded to one City of Tulsa vehicle per day.

10.1.8 Truck Turn Around Time

Recycling Contractor shall operate the Recycling Processing Facility to minimize traffic impact at the Recycling Processing Facility and on surrounding roadways and to facilitate vehicle access during operations. Recycling Contractor shall operate the Recycling Processing Facility to maintain a daily average delivery vehicle turnaround time of less than fifteen minutes from vehicle arrival at the Recycling Processing Facility scale to the delivery's vehicle passing out of the gates of the Recycling Processing Facility. Upon twenty-four hours electronic notice from Authority to Recycling Contractor, Recycling Contractor will provide the Contract Administrator with access to its records to verify vehicle turnaround time.

10.1.9 Receipt and Queuing

Recycling Contractor shall construct, maintain, and operate the Recycling Processing Facility to ensure the Recycling Processing Facility is capable of accepting any and all Program Recyclable Materials delivered by Collections Contractor and City of Tulsa vehicles from all types of delivery vehicles, including but not limited to packer trucks, roll-off trucks, and rear- discharging tilt-bed and side-discharging tilt-bed collection vehicles that normally deliver such materials. Recycling Contractor shall construct, maintain, and operate the Recycling Processing Facility to ensure the doors on delivery bays shall be of sufficient height to allow the exit of roll-off trucks and collection vehicles with bodies or containers in the dump (up) position.

10.1.10 Storage

Recycling Contractor shall store Recyclable Materials to prevent degradation of Recyclable Materials, prevent negative impact to maneuvering of vehicles in Recycling Processing Facility, and promote the safety of persons at the Recycling Processing Facility. At a minimum, Recycling Contractor shall provide for storage of the amount of Recyclable Materials delivered to the Recycling Processing Facility over a period of three consecutive Business Days.

10.1.11 Security

Recycling Contractor shall be solely responsible for security of the Recycling Processing Facility and shall maintain adequate protective security at the Recycling Processing Facility which, at a minimum, shall include locking of all access gates and building entrances as appropriate and use of security lighting.



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10.2 MRF Requirements

10.2.1 MRF Use

In the event that Recycling Contractor's MRF is not located at the Recycling Processing Facility, the requirements set forth in Section 10.1 above regarding the Recycling Processing Facility shall apply to Recycling Contractor's MRF in addition to the requirements set forth in this Section 10.2.

10.2.2 Capacity

Recycling Contractor shall construct, maintain, and operate the MRF to provide sufficient capacity for accepting, processing, and marketing Program Recyclable Materials collected by Collections Contractor for the term of this Agreement including any optional renewal term.

Failure of Recycling Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by Authority of this Agreement.

10.2.3 Operation and Maintenance Recycling Contractor shall:

- A. Operate and maintain the MRF in accordance with Applicable Law. Recycling Contractor shall obtain and/or maintain all permits, licenses, and approvals for operating and maintaining the MRF.
- B. Establish and maintain safety procedures for the MRF at a level consistent with Applicable Law and good industry practice.
- C. Maintain the MRF at all times in a neat, orderly, odor-free and litter-free condition, including but not limited to, providing maintenance, implementing necessary repairs, purchasing and installing necessary replacement equipment or parts for the MRF, and maintaining a reserve of spare parts, all consistent with good industry practice and standards relating to Solid Waste processing facilities.

10.2.4 Processing Systems

Recycling Contractor shall process a minimum of ninety-five percent by weight of Program Recyclable Materials (excluding Rejects as defined in Appendices A and B) into Recovered Materials utilizing processing subsystems at the MRF capable of fulfilling this requirement. In addition, Recycling Contractor shall utilize processing subsystems at the MRF capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of contamination.

Failure of Recycling Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by Authority of this Agreement.

10.2.5 Storage

Recycling Contractor shall store Recyclable Materials to prevent degradation of Recyclable Materials, prevent negative impact to maneuvering of vehicles at the MRF, and promote the safety of persons at the MRF. At a minimum, Recycling Contractor shall provide for storage of the amount of Recyclable Materials delivered to the MRF over a period of three consecutive Business Days.

10.2.6 Security

Recycling Contractor shall be solely responsible for security of the MRF and shall maintain adequate protective security at the MRF which, at a minimum, shall include locking of all access gates and building entrances as



appropriate and use of security lighting.

SECTION 11: PROGRAM RECYCLABLE MATERIALS AUDITS

Recycling Contractor and Authority agree that composition information derived from Program Recyclable Materials Audits shall be used for determination of the following:

- A. Disposal costs for Rejects; and
- B. Program Recyclable Materials (including Rejects) revenues.
- C. Recycling Contractor, at Recycling Contractor’s sole expense, shall conduct Program Recyclable Materials Audits in accordance with the following:
- D. Recycling Contractor and Authority shall mutually agree on dates and times to conduct the Program Recyclable Materials Audits;
- E. Recycling Contractor and Authority shall mutually agree on loads to be included in the Program Recyclable Materials Audits;
- F. Audits shall include a minimum of four loads and a maximum of six loads;
- G. Recycling Contractor shall conduct two Program Recyclable Materials Audits each twelve calendar months to be performed in March and October of each year commencing in 2023; and
- H. Audits may be attended by Contract Administrator or designee.

For each Program Recyclable Materials Audit, Recycling Contractor shall process the selected loads and record the composition of the materials.

SECTION 12: PERSONNEL

12.1 Recycling Contractor’s Representative and Key Personnel

At least thirty days prior to the Commencement Date, Recycling Contractor shall have a qualified, competent, and reliable representative on duty to be in charge of its operations under this Agreement and who is authorized to make decisions and act on its behalf (the “Recycling Contractor’s Representative”). Recycling Contractor agrees that Authority and Contract Administrator shall have twenty-four hour access to Recycling Contractor’s Representative via a non-toll call from City. Recycling Contractor agrees Recycling Contractor’s Representative shall upon request of Authority attend any or all Authority meetings. Recycling Contractor shall provide to Contract Administrator in writing ten days before the Commencement Date the name, business, cell, and home phone numbers, email address and fax number of Recycling Contractor’s Representative and any key personnel. Answering machines, pagers or other devices that do not provide for immediate contact with Recycling Contractor’s Representative or key personnel shall not meet the requirements of this Section. If Recycling Contractor’s Representative or any key personnel change, Recycling Contractor shall provide to Contract Administrator the name, business, cell, and home phone numbers of any replacement for the new Recycling Contractor’s Representative or key personnel at least five Business Days before the replacement takes over the duties of the former Recycling Contractor’s Representative or key personnel.

12.2 Personnel Requirements

Recycling Contractor shall adhere to the following requirements:



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- A. Recycling Contractor shall hire and maintain qualified personnel to provide service under this Agreement. Recycling Contractor shall ensure that each employee or subcontractor operating commercial vehicles in the City or in connection with this Agreement shall have a valid Oklahoma commercial driver's license.
- B. Recycling Contractor shall furnish each employee and subcontractor involved in the performance of this Agreement with personal protective equipment and other appropriate safety equipment.
- C. Recycling Contractor shall provide regularly scheduled, on-going operating and safety training for all employees and subcontractors. Such training shall be mandatory for all personnel and held not less than once per month. Training manuals and schedules shall be maintained at the local office of Recycling Contractor and available for review at any time by Contract Administrator.
- D. All employees and subcontractors involved in the performance of this Agreement including office personnel shall be provided adequate training before and during their employment or contract with Recycling Contractor. This training shall familiarize employees and subcontractors with the required duties and standards of performance. All employees and subcontractors shall be provided comprehensive safety training, equipment, and supplies prior to and during the performance of their duties.
- E. Recycling Contractor's employees and subcontractors shall treat all customers, coworkers, Authority personnel, City employees and any person with whom they come in contact in the performance of their duties under this Agreement in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited. Authority reserves the right to direct Recycling Contractor to remove any employee or subcontractor who violates this policy from providing services related to this Agreement.
- F. In performance of services, Recycling Contractor's employees and subcontractors shall adhere to Applicable Law.

Authority shall notify Recycling Contractor in writing of a complaint regarding any employee or subcontractor of Recycling Contractor who violates any provision hereof. Authority may require Recycling Contractor to remove any unacceptable employee or subcontractor, as determined by Authority, from service related to this Agreement.

SECTION 13: HOURS OF OPERATION

13.1 Recycling Processing Facility Hours of Operation

Recycling Contractor shall operate the Recycling Processing Facility from Monday through Friday, 6:00 AM to 6:00 PM unless the Contract Administrator provides written approval otherwise. If a holiday as defined in SECTION 14 occurs on a Monday through Friday, Recycling Contractor shall operate the Recycling Processing Facility on the following Saturday from 6:00 AM to 6:00 PM.

13.2 MRF Hours of Operation

Recycling Contractor shall operate the MRF during Hours of Operation sufficient to support the requirements as set forth in this Agreement.

SECTION 14: HOLIDAYS

For purposes of this Agreement, holidays shall solely comprise the following:

- A. New Year's Day;



- B. Thanksgiving Day; and
- C. Christmas Day.

The Contract Administrator, at its sole discretion, may add or delete holidays. If the Contract Administrator elects to add or delete holidays, the Contract Administrator shall provide Recycling Contractor notice in accordance with the provisions of this Agreement.

SECTION 15: LOCAL OFFICE

Recycling Contractor shall maintain a local office, staffed with personnel Monday through Friday, 8:00 AM to 5:00 PM, within the municipal corporate limits of the City of Tulsa.

SECTION 16: COMPLAINTS

If Authority or City receives a complaint, Authority or City shall contact Recycling Contractor via non-toll phone call or email and notify Recycling Contractor of the complaint as soon as possible after receipt of a complaint, Authority or City shall notify Recycling Contractor’s Representative of the date and time the complaint was received, name of the person who made the complaint and their contact information, and the basis for the complaint. For all complaints, whether received by Authority, City, or Recycling Contractor, Recycling Contractor shall resolve each complaint within twenty four hours of notice of such complaint to Recycling Contractor to the satisfaction of Contract Administrator or his/her designee.

For each customer complaint, Recycling Contractor shall prepare a complaint report including:

- A. Date and time complaint was delivered to Recycling Contractor;
- B. Identification of the person who delivered the complaint to Recycling Contractor;
- C. Recycling Contractor’s opinion of the complaint as legitimate or non-legitimate;
- D. Date, time and action taken to resolve complaint; and
- E. Name of responsible contact at Recycling Contractor’s location regarding the complaint.

Recycling Contractor shall submit the complaint report, in a format approved by the Contract Administrator, to Contract Administrator prior to 10:00 AM the next Business Day following receipt of the complaint and shall maintain a database of all complaints. The database software shall be compatible with City’s software.

Recycling Contractor and Recycling Contractor’s employees and subcontractors understand, acknowledge, and agree that customer service is of high importance to Authority. Recycling Contractor and his/her employees and subcontractors will work diligently to provide excellent customer services to Authority and all Customers.

SECTION 17: TRANSITION SUPPORT

Recycling Contractor understands, acknowledges, and agrees that a smooth transition from one provider(s) to another is essential for the health and safety of the City and its residents. Recycling Contractor understands, acknowledges, and agrees that the failure of Recycling Contractor to timely and promptly transition the services provided pursuant to this Agreement may create serious health and safety issues for Authority, the City and its residents. Recycling Contractor understands, acknowledges, and agrees that neither Authority nor City possess the necessary manpower or equipment to provide Program Recyclable Materials Processing and Marketing services.



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Recycling Contractor shall cooperate fully and timely with Authority and City and any previous and subsequent provider(s) in any transition of Program Recyclable Materials Processing and Marketing services. Recycling Contractor shall cooperate fully with Authority and City in:

- A. The transition to Recycling Contractor providing services upon the commencement of the Initial Term of this Agreement;
- B. The transition from Recycling Contractor to subsequent person(s) upon expiration of the Initial Term or optional renewal term; and
- C. The transition from Recycling Contractor to subsequent person(s) upon termination of the Agreement.

If Recycling Contractor fails to fully and completely transition in accordance with this Agreement, Contract Administrator may engage the immediate services of another provider to immediately fully and completely transition in accordance with this Agreement and a Transition Plan pursuant hereto, and Recycling Contractor shall pay Authority the reasonable expenses of such transition. In the event Contract Administrator is unable to secure the immediate services of another provider, Authority and/or City may pursue any and all equitable and legal remedies available to Authority and/or City.

SECTION 18: LITTER AND ODOR

No materials shall be accumulated at the Recycling Processing Facility or MRF that could create odors or litter emanating or perceptible outside such facility.

SECTION 19: RECORDKEEPING, REPORTING AND REPORTING FORMAT

19.1 Recordkeeping

Recycling Contractor shall create, maintain, and make available records as defined in and/or required by Applicable Law, and any reports reasonably necessary to:

- A. Document employee and subcontractor training by description of training, date of training, time of training, names of personnel who attended training, name of training instructor, and other information as requested by Contract Administrator. A quarterly summary shall also be submitted to the Contract Administrator.
- B. Document Program Recyclable Materials deliveries by Collections Contractor and City of Tulsa vehicles by time delivered to facility, tonnage of material delivered, Unaccepted Loads by date collected, and other information as requested by Contract Administrator. A monthly summary shall also be submitted to Contract Administrator.
- C. Document Program Recyclable Materials Audit and other information as requested by Contract Administrator. A monthly and annual summary shall also be submitted to Contract Administrator.
- D. Document each delivery of Hazardous Waste to the Recycling Processing Facility by time and date delivered to facility, description of the type of hazardous waste, tonnage of material delivered, procedure for handling material, and other information as requested by Contract Administrator. A monthly summary shall also be submitted to the Contract Administrator.
- E. Such other documents and reports as Authority or Contract Administrator may reasonably require to verify compliance with the Agreement or to meet Authority's reporting requirements with the State. A monthly and annual summary shall also be submitted to Contract Administrator.



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All of Recycling Contractor's records shall be available to Contract Administrator at reasonable times and places throughout the term of this Agreement and for a period of five years after last or final payment.

The terms of this Section 19.1 shall survive the termination or expiration of this Agreement.

19.2 Reporting

19.2.1 Monthly and Quarterly Reports

Recycling Contractor shall submit all monthly and quarterly reports to the Contract Administrator within seven calendar days following the end of each calendar month or quarter. Monthly and quarterly reports are those identified as such in Section 19.1 of this Agreement.

19.2.2 Annual Reports

Recycling Contractor shall submit all annual reports to the Contract Administrator within thirty calendar days following the Contract Year end. Annual reports are those identified as such in Section 19.1 of this Agreement.

19.2.3 Report Format

Within sixty calendar days of the Effective Date of this Agreement, Recycling Contractor shall submit to the Contract Administrator for his/her approval the format and sample contents of the records to be maintained and the reports to be generated in fulfillment of the requirements of the Agreement. Recycling Contractor shall submit all reports in electronic and hard copy format approved by the Contract Administrator.

SECTION 20: CONTRACT ADMINISTRATOR'S VISITATION RIGHTS, INSPECTION RIGHTS AND RIGHT TO AUDIT

20.1 Visitation Rights

Authority shall have the right to leave its representative present at the Recycling Processing Facility and MRF during all hours of operation to observe and monitor Recycling Contractor's compliance with the provisions of this Agreement, provided that such observation monitoring shall be conducted in a manner to minimize interference with Recycling Processing Facility and MRF operations. In connection with any Recycling Processing Facility and MRF visits, Authority and its representatives and invitees shall comply with all reasonable rules and regulations adopted by Recycling Contractor.

20.2 Inspection Rights

20.2.1 Authority's Right to Inspect Records, Books, Data and Documents

Authority shall have access, upon twenty-four hours' advance written notification to Recycling Contractor, to all books, records, data and documents of Recycling Contractor for inspection, and audit, at Authority's own expense.

20.2.2 Authority's Rights to Inspect Facilities and Equipment

Authority shall have access, upon twenty-four hours' advance written notification to Recycling Contractor, to inspect Recycling Contractor's facilities and equipment as Authority deems reasonably necessary to determine whether the facilities and equipment provide the services required to be provided by Recycling Contractor under this Agreement and fulfill the terms hereof and/or the terms of the Invitation for Bid documents, if applicable. Authority shall conduct the inspection of facilities and equipment during regular hours of operation. Recycling

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Contractor shall make available to Authority all reasonable facilities and assistance to facilitate the performance of inspections of facilities and equipment by Authority.

20.3 Right to Audit

The Parties agree that Recycling Contractor’s books, records, documents, accounting procedures, practices, price lists or any other items related to the services or terms of this Agreement are subject to inspection, examination, and copying by Authority or its designees. Recycling Contractor Is required to retain all records related to this Agreement for the duration of the tens of this Agreement and a period of five years following expiration and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the five-year period, the records shall be maintained for five years after the date that all issues arising out of the audit, litigation or other action are resolved or until the end of the five-year retention period, whichever is later.

The terms of this Section 20.3 shall survive the termination or expiration of this Agreement.

SECTION 21: PROCESSING/MARKETING FEES AND PROGRAM RECYCLABLE MATERIALS REVENUE SHARE, FEE ADJUSTMENTS SUBJECT TO AUTHORITY’S APPROVAL, INVOICING, AND PAYMENT

21.1 Processing/Marketing Fees and Recyclable Revenue Share

21.1.1 Processing/Marketing Fees

Authority shall pay Recycling Contractor such Processing/Marketing Fees, as adjusted pursuant this Agreement, as are set forth in Appendix A to this Agreement.

21.1.2 Recyclable Revenue Share

Recycling Contractor shall pay Authority a Recyclable Revenue Share for materials collected by Collections Contractor and delivered to the Recycling Processing Facility based on the following:

- A. Composition of Program Recyclable Materials according to the most recent Program Recyclable Materials Audit conducted pursuant to this Agreement; and
- B. The greater of the index price or the average sales price for the month at the MRF for each type of Program Recyclable Materials.

The index prices shall be calculated by Recycling Contractor each month in accordance with Appendix B.

21.2 Annual Fee Adjustment Subject to Authority’s Approval

Processing/Marketing Fees in Appendix A shall remain fixed from the execution of this Agreement through September 30, 2023. On October 1, 2023 and every October 1st thereafter for the life of this Agreement, Processing/Marketing Fees as established in Appendix A may be adjusted, increased or decreased, according to this section upon approval of Authority.

Upon approval of Authority, the annual rate adjustment shall be based on the most recent December CPI-All Urban Consumers, Unadjusted 12 months ended June, Item: All Items. Upon approval by Authority, the annual rate adjustment shall not exceed five percent per year.

Example: Assume that the CPI-All Urban Consumers, Item: All Items adjusted index for June, 2023 is 114.5 and for June 2022 it was 105.5. The calculation for



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the annual rate adjustment to be implemented on October 1, 2023 is as follows:

$$\frac{114.5 - 105.5}{105.5} = 8.53\%$$

and

Total Annual Adjustment Subject to Authority Approval = 5.000%

Then

Total Annual Adjustment Subject to Authority Approval shall be 5.00% applied to rates as of October 1, 2023 to be effective through September 30, 2024 if approved by Authority.

21.3 Invoicing

Recycling Contractor shall submit to the Contract Administrator a monthly invoice for Processing/Marketing Fees as established by this Agreement and other fees explicitly authorized by this Agreement, to which fees a credit for the Recyclable Revenue Share shall be applied, to Authority on or before the seventh calendar day of each month for all Program Recyclable Materials Processing and Marketing services performed during the preceding calendar month in accordance with the fee structure established in Appendix A, and as may subsequently be adjusted as set forth in this Agreement. Recycling Contractor shall not invoice Authority for any fees other than those specifically authorized in this Agreement.

21.4 Taxes

Recycling Contractor represents that any labor rates included in the Fee pricing provided in Appendix A are inclusive of legally required overtime, overhead, and all contributions and taxes payable under federal and state social security acts, old age pension, worker’s compensation laws, unemployment compensation laws, income tax laws and any other applicable laws. Recycling Contractor is responsible and shall pay any of the foregoing amounts on behalf of its employees. Recycling Contractor further agrees that the Fee pricing provided in Appendix A includes any sales, use, gross receipts or like taxes on materials, supplies, equipment or services furnished by Recycling Contractor. Recycling Contractor shall bear all responsibility for taxes, levies, or other assessments on its income or revenues. Recycling Contractor hereby agrees to indemnify and save Authority harmless against the consequences of any failure by Recycling Contractor or any of its subcontractors to pay or withhold taxes, charges or compensation due on behalf of its employees or agents involved in the services provided pursuant to this Agreement.

21.5 Payment

Subject to the Authority’s timely receipt of invoices as prescribed in Section 21.3, Authority shall pay Recycling Contractor’s invoiced amount within 30 days less the applicable credit for any Recyclable Revenue Share, and reduced further by any disputed amounts, administrative charges, and authorized withholding of payments as provided herein.

SECTION 22: OWNERSHIP OF PROGRAM RECYCLABLE MATERIALS

Title to Program Recyclable Materials shall pass to Recycling Contractor once Recycling Contractor takes possession of the materials at the Recycling Processing Facility. Recycling Contractor shall at its own expense transport any Rejects to the Recovery Facility or, as directed by Authority, to the Designated Disposal Facility. After the risk of loss of Program Recyclable Materials delivered to Recycling Contractor on behalf of Authority



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passes to Recycling Contractor, if any such Program Recyclable Materials are lost, damaged, or scavenged, Recycling Contractor shall be liable to Authority for that sum of funds that would have been paid to Authority in accordance with the provisions of this Agreement if such materials had not been lost, damaged, or scavenged.

SECTION 23: ADDITION AND DELETION OF RECYCLABLE MATERIALS

Authority reserves the right to add other Program Recyclable Materials to the program or delete Recyclable Materials from the program if the Parties mutually agree it is economically and technically feasible. Additional fees, if any, for recovery of additional Recyclable Materials may be negotiated and implemented as a change in service fee by an amendment to this Agreement.

SECTION 24: INDEMNIFICATION AND LIMITATION OF LIABILITY

24.1 No Indemnification by City or Authority

Recycling Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens and that Authority is a public trust created under the law of the State. Accordingly, and pursuant to Oklahoma law, neither Authority nor City shall be required to indemnify or hold Recycling Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Recycling Contractor shall not limit its liability to Authority or City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. Authority and City each reserves the right to pursue all legal and equitable remedies to which it may be entitled.

24.2 Indemnification by Recycling Contractor

Recycling Contractor agrees to indemnify, defend, and save harmless Authority and City and their officers, Trustees, employees and agents for any loss, damage or demands, claims, causes of action and from all suits of whatever nature arising from or relating to it or its subcontractors' performance or nonperformance under this Agreement. Recycling Contractor must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to this Agreement.

24.3 Limitation of Liability

THE AUTHORITY SHALL NOT BE LIABLE TO RECYCLING CONTRACTOR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH RECYCLING CONTRACTOR'S PERFORMANCE OF OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER, EVEN IF THE AUTHORITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

The terms of this SECTION 24 shall survive the termination or expiration of this Agreement.

SECTION 25: INSURANCE REQUIREMENTS

25.1 No Insurance by Authority or City

Recycling Contractor shall be solely responsible for any insurance required under the terms of this Agreement and for any additional insurance it deems necessary. Neither Authority nor City carries or will carry insurance policies covering Recycling Contractor.



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25.2 Recycling Contractor Insurance Requirements

25.2.1 Specific Insurance Requirements

Recycling Contractor and its subcontractors shall procure and maintain, during the term of this Agreement insurance coverage listed below. If Applicable Law requires a higher insurance limit, Recycling Contractor shall procure and maintain the policy limit as specified by the Applicable Law.

- A. Worker’s Compensation Insurance: on behalf of itself, its partners, and all employees employed directly or indirectly by Recycling Contractor who are to provide a service under this Agreement of limits no less than as required by Applicable Law.
- B. Employer’s Liability: \$1,000,000.
- C. Bodily Injury (except Automobile): \$500,000 per person, \$1,000,000 each occurrence.
- D. Automobile Bodily Injury Liability: \$500,000 each person, \$1,000,000 each occurrence.
- E. Automobile Property Damage Liability: \$300,000 each occurrence.
- F. Excess Umbrella Liability: \$10,000,000 each occurrence.
- G. Commercial General Liability: \$5,000,000 each occurrence, \$10,000,000 aggregate.

The policies of insurance shall be primary and written on forms acceptable to Authority, placed with insurance carriers approved and licensed by the State and which meet a minimum A.M. Best Company, Inc. Financial Strength Rating of no less than “Excellent”.

The insurance policies provided herein shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after twenty calendar days’ prior written notice has been delivered to Authority through certified mail as required in this Agreement. The cancellation clause on Recycling Contractor’s insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification will be a breach of this Agreement and can result in retraction by Authority of the award of the bid to Recycling Contractor or termination of this Agreement.

Recycling Contractor shall file proof of current insurance for it and its subcontractor(s) meeting the requirements as set forth herein with Authority prior to execution of this Agreement and prior to the Commencement Date. Such proof shall consist of, at a minimum, a duly executed and completed ACORD® Certificate of Insurance and, at Authority’s option and request, a true, correct and complete copy of each policy of insurance. In addition, Recycling Contractor shall be solely responsible for assuring that all proofs of insurance filed with Authority are up to date. Failure of Recycling Contractor to fully comply with the requirements set forth herein regarding insurance is a breach of this Agreement and may be cause for termination by Authority of this Agreement at Authority’s option.

No changes are to be made to these specifications without prior written specific approval by Authority.

Approval of the insurance by Authority shall not relieve or limit the liability of Recycling Contractor for any damages arising from Recycling Contractor’s performance or nonperformance of services provided or to be provided herein.



25.2.2 General Requirements

Recycling Contractor's and its subcontractors' insurers must be authorized to transact business in the State.

All policies required herein, unless specific approval is given by Authority, are to be written on an occurrence basis, and the insurers shall agree to waive all right of subrogation against Authority and the City. Additionally, all policies other than Worker's Compensation policies shall name Authority and the City and their respective officers, employees and agents as additional insureds.

Recycling Contractor shall ensure that the insurance coverage required under this Agreement is obtained and maintained by Recycling Contractor or its subcontractors for its subcontractors to cover their actions or inactions hereunder. Recycling Contractor shall be held responsible for any modification, deviation, or omissions in these insurance requirements as they apply to all subcontractors.

Each insurance policy required by this Agreement shall meet the following requirements:

- A. Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.
- B. Each policy except Worker's Compensation policy(ies) shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured either party, reduced in coverage or in limits except after twenty calendar days' prior written notice by certified mail, return receipt requested, has been given to Authority. Worker's Compensation policy(ies) shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after at least ten calendar days' prior written notice by certified mail, return receipt requested, has been given to Authority.
- C. Authority shall have the right at any time to review coverage, form and amount of insurance.
- D. The procuring of each required policy or policies of insurance shall not be construed to limit Recycling Contractor's liability to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, Recycling Contractor shall be obligated for the full and total amount of any damages, injury or loss caused by the action or inaction of Recycling Contractor or its subcontractors in connection with this Agreement.
- E. Recycling Contractor shall be solely responsible for payment of all premiums for insurance contributing to the performance of this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not Authority and/or City is an insured under the policy.
- F. Claims-made policies will be accepted for professional and hazardous materials liability coverage and such other risks as are authorized by Authority and/or City. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided an option, Recycling Contractor agrees to purchase the extended reporting period coverage on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- G. Certificates of Insurance evidencing claims-made or occurrence form coverage and conditions to this Agreement, as well as Authority's Agreement number or TAC number and description of work, are to be received and approved by Authority or by City staff as delegated by the Authority upon execution of this Agreement by Recycling Contractor and within thirty calendar days of expiration of the insurance when applicable. All insurance certificates shall be received and approved by Authority before Recycling



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Contractor will be allowed to commence or continue work.

- H. Notice of Accident (occurrence) and notice of claim shall be given to the insurance company, Authority, and the Contract Administrator as soon as practicable after notice to the insured of any incident (occurrence) or claim.

The obligations of Recycling Contractor pursuant to this SECTION 25 shall survive expiration or termination of this Agreement.

Failure to comply with any term of this SECTION 25 is a breach of this Agreement and may result in termination by Authority of this Agreement with Recycling Contractor.

SECTION 26: LIENS

No lien of any kind may exist against any property of City or Authority. Recycling Contractor shall assure that no liens are placed against property of City or Authority due to the performance or nonperformance of Recycling Contractor under this Agreement. All damages and costs incurred by Authority as a result of the existence of any such lien(s) shall be paid to Authority by Recycling Contractor. Failure to comply with the terms of this SECTION 26 is a breach of this Agreement and may result in termination by Authority of this Agreement.

SECTION 27: WARRANTIES

27.1 Warranties

- A. Recycling Contractor expressly warrants that it has knowledge, familiarity, experience, equipment and fully trained personnel to perform its obligations under this Agreement, and that the work provided under this Agreement shall be provided expeditiously and in a good and workmanlike manner in accordance with the highest industry standards. Any work not so rendered shall be retendered promptly at no cost to the Authority.
- B. Recycling Contractor expressly warrants the performance of its obligations under this Agreement that it or its subcontractors have furnished hereunder for three (3) calendar years from the Authority's acceptance of the work (the "Warranty Period"). Any non-conforming work shall be promptly redone at no additional cost to the Authority, or the Authority—at its option and election—shall receive a full refund for same.
- C. Recycling Contractor expressly warrants that all work will comply with Applicable Law, including the Resource Conservation and Recovery Act, as amended, the Toxic Substances Control Act, as amended, the Clean Air Act, as amended, and the Occupational Safety and Health Act, as amended, and any other applicable environmental regulations.
- D. Recycling Contractor expressly warrants that the work provided under this Agreement will not constitute infringement or contributory infringement of any patent, trademark, copyright, trade secret or other intellectual property right.
- E. Recycling Contractor expressly warrants that: (i) it is knowledgeable about wastes identified to Recycling Contractor by the Authority and is engaged in the business of providing the work and understands the currently known hazards related to the handling of waste material; (ii) it will dispose of such materials in full compliance with all governmental laws, regulations and orders; and (iii) it will immediately notify the Authority in the event that it encounters hazardous substances during the course of its work hereunder which were not known or disclosed at the time of commencement of this Agreement.



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Recycling Contractor's obligations under this Section SECTION 27 shall survive termination or expiration of this Agreement.

SECTION 28: ADMINISTRATIVE CHARGES

Recycling Contractor understands that if Recycling Contractor does not timely perform its obligations pursuant to the terms of this Agreement or violates any provision of this Agreement, Authority and City will suffer damages which are difficult to determine and adequately specify. Recycling Contractor agrees, in addition to any other remedies available to Authority, that Authority may withhold payment from Recycling Contractor in the amounts specified below as administrative charges for failure of Recycling Contractor to fulfill its obligations.

The following acts or omissions shall be considered a breach of the Agreement and Authority may require payment by Recycling Contractor of the charges set forth for each act or omission:

- A. Failure to deliver reports as required: \$100 per day
- B. Failure to maintain records in accordance with recordkeeping procedures: \$100 per day
- C. Failure to accept Recyclable Materials at Recycling Processing Facility during Hours of Operation: \$250 per occurrence
- D. Failure to achieve truck turn-around time in accordance with Agreement: \$25 per occurrence
- E. Failure to maintain scale house in accordance with Agreement: \$250 per day
- F. Failure to provide priority access to Authority in accordance with Agreement: \$100 per occurrence
- G. Failure to have 24-hour access to Recycling Contractor's Representative: \$100 per occurrence
- H. Disposal of Program Recyclable Material as Solid Waste: \$1,000 per occurrence
- I. Failure to adhere to litter and odor requirements as set forth in this Agreement: \$250 each incident
- J. Failure to be able to accept materials on the Commencement Date of this Agreement or any day thereafter: \$3,000 each day
- K. Failure to capture and convert a minimum of ninety-five percent by weight of Program Recyclable Materials (excluding Rejects) into Recovered Materials for any period of time determined by the Contract Administrator: All costs incurred by Authority for disposal of Program Recyclable Materials not captured and converted into Recovered Materials for any period of time determined by the Contract Administrator.

Authority may impose administrative charges if the Contract Administrator determines that performance consistent with the provisions of the Agreement has not occurred. The Contract Administrator shall notify Recycling Contractor in writing or electronically of each act or omission under the terms of this Agreement reported to or discovered by Authority or its designee. It shall be the duty of Recycling Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

Authority may deduct the full amount of any administrative charges from any payment due to Recycling Contractor. The remedy available to Authority under this paragraph shall be in addition to all other remedies which Authority may have under law, at equity, or pursuant to the terms of this Agreement.

For the purposes of this Agreement, Recycling Contractor shall not be deemed to be liable for administrative



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charges where its inability to perform any service hereunder is the result of an event of *Force Majeure* as set forth in this Agreement, provided, however, that Recycling Contractor shall obtain approval for any such delay from the Contract Administrator prior to 3:00 PM of any day any service to be provided hereunder is delayed.

Recycling Contractor’s obligations to make payments for administrative charges under this Section SECTION 28 occurring prior to the expiration or termination of this Agreement shall survive termination or expiration of this Agreement.

SECTION 29: PAYMENT WITHHELD

In addition to express provisions elsewhere contained in this Agreement, Authority may withhold from any payment otherwise due Recycling Contractor such amount as determined necessary to protect Authority’s interests, or, if it so elects, may withhold or retain all or a portion of any monthly payment on account of:

- A. Unsatisfactory progress of the work not caused by a *Force Majeure* event;
- B. Defective work not corrected;
- C. Recycling Contractor’s failure to carry out instructions or orders of Authority or its representative;
- D. Execution of work not in accordance with the Agreement;
- E. Failure of Recycling Contractor to make payments to any subcontractor for material or labor;
- F. Damage to another contractor;
- G. Unsafe working conditions allowed to persist by Recycling Contractor;
- H. Failure of Recycling Contractor to provide reports required by law or this Agreement and other reports requested by Authority or its designee;
- I. Use of any subcontractors without Authority’s prior written approval; and,
- J. Failure of Recycling Contractor to provide accurate invoices and supporting data as described elsewhere in this agreement.

When the above issues are resolved, payment shall be made for amounts withheld because of them and Authority shall not be liable for interest on any delayed or late payment.

SECTION 30: PERFORMANCE BOND

Upon Recycling Contractor’s execution of this Agreement, Recycling Contractor shall make, execute, and deliver to Authority a good and sufficient Performance Bond in a form approved by Authority’s legal counsel, to secure the full, complete and faithful performance of the terms and conditions herein. For each Contract Year, Recycling Contractor shall make, execute, and deliver to Authority a good and sufficient Performance Bond in the amount equal to \$300,000.00. Recycling Contractor shall renew the Performance Bond in accordance with this Agreement each year throughout the term of the Agreement and any renewal periods. Recycling Contractor shall ensure the Performance Bond is signed by the President or authorized officer of Recycling Contractor, together with the signature of the corporate secretary and the imprint of the corporate seal. The surety shall be a surety company duly authorized to do business in the State and which meets a minimum A.M. Best Company, Inc. Financial Strength Rating of no less than “Excellent,” included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to Authority.



SECTION 31: **FORCE MAJEURE**

Except for any payment obligation by either party, if Authority or Recycling Contractor 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 therewith is prevented by such event and during such period thereafter as may be reasonably necessary for Authority or Recycling Contractor to correct the adverse effect of such event of *Force Majeure*.

An event of "*Force Majeure*" shall mean the following events or circumstances to the extent that they delay Authority, the City or Recycling Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

- A. Acts of God, tornadoes, hurricanes, floods, sinkholes, landslides, earthquakes, epidemics, quarantine and pestilence; and
- B. Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this SECTION 31, 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 31, time is of the essence.

SECTION 32: **TERMINATION**

Upon occurrence of any of the following events in regard to Recycling Contractor, Authority may terminate this Agreement without liability to Recycling Contractor and pursue all of its legal, contractual, and equitable remedies for default by Recycling Contractor.

- A. The filing of a voluntary petition for bankruptcy relief by or on behalf of the Recycling Contractor, or the filing of an involuntary petition for bankruptcy relief against the Recycling Contractor, which is not dismissed or otherwise disposed of to the Authority's satisfaction within thirty days thereafter;
- B. The appointment of a receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty days thereafter;
- C. Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding;
- D. Committing an act of default of a provision of this Agreement;
- E. Failing to timely and fully pay any or all impositions pursuant to this Agreement; or
- F. As otherwise provided by this Agreement.

This Agreement shall terminate upon any one of the following:

- A. The written agreement of the Parties.
- B. The expiration of the term(s) of this Agreement.



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SECTION 33: ACTS OF DEFAULT OR DEFAULT

Failure of Recycling Contractor to fully, completely, and timely comply with each obligation of Recycling Contractor agreed to herein shall be an act of default. Recycling Contractor understands, acknowledges, and agrees that anything other than full compliance with this Agreement shall be an act of default unless waived in writing by Authority. Recycling Contractor understands, acknowledges, and agrees that a breach of this Agreement which may not otherwise result in a default, shall constitute a default when the breaches, even if different breaches, are frequent or regular or repetitive. Authority may terminate this Agreement and pursue all legal, contractual, and equitable remedies upon a default of this Agreement. Substantial compliance short of full compliance is an act of default unless waived in writing by Authority.

SECTION 34: DISPUTE RESOLUTION

In the event of a dispute between Recycling Contractor and the Authority or its representative over the interpretation or application of the terms of this Agreement, the matter shall first be referred to the Contract Administrator. If the Contract Administrator is unable to resolve the dispute, the matter shall then be referred to a person designated by the Authority. Following such procedures, either Party may proceed to exercise any rights, privileges or opportunities permitted by law to resolve any dispute.

SECTION 35: NOTICE

Except as otherwise provided in this Agreement, all notices, demands and other communications (other than reports required to be furnished by Recycling Contractor to Authority as provided in this Agreement and routine communications) required by or related to this Agreement shall be in writing and directed as follows:

To Recycling Contractor:

To Authority:

Tulsa Authority for Recovery of Energy
c/o City Clerk of the City of Tulsa, Oklahoma
City Hall - Suite 260
One Technology Center
175 East 2nd Street
Tulsa, OK 74103

With a copy to:

Contract Administrator AND
Manager - Refuse and Recycling Services
Department of Streets and Stormwater
2445 South Jackson Avenue
Tulsa, OK 74107

Any such notice, demand or other communication shall contain an express reference to this Agreement. Any Party may change its address for the purposes of this Agreement upon written notice to the other party. The following methods of delivery are acceptable: hand-delivery; overnight commercial air courier; or certified first-class U.S. mail, return receipt requested; all such notification methods must be prepaid by the sender. Any such



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notice, communication or delivery shall be deemed delivered and effective upon actual receipt by the party to whom addressed.

SECTION 36: MISCELLANEOUS

36.1 No Confidentiality

Recycling Contractor understands and acknowledges that Authority is subject to the Oklahoma Open Records Act (51 Oklahoma Statutes §24.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Recycling Contractor pursuant to this Agreement or the IFB that would be inconsistent with Authority's compliance with its statutory requirements thereunder.

36.2 Relationship of Parties

Recycling Contractor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for Authority under this Agreement. No employees, subcontractors or agents of Recycling Contractor shall be deemed to be employees of Authority or City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by Authority or City for its employees. Recycling Contractor shall be solely responsible for the payment of all wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No Party shall have any right, power or authority to act as a legal representative of another Party, and no Party shall have any power to obligate or bind another Party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

36.3 Third Parties

This Agreement is between Authority and Recycling Contractor and creates no right of or duties to any other person, except that the City of Tulsa shall be a third-party beneficiary of this Agreement. No other person or entity is or shall be deemed a third-party beneficiary of this Agreement.

36.4 Assignment and/or Subcontracting

Recycling Contractor may not assign this Agreement or use subcontractors to perform the terms of this Agreement without the express prior written consent of Authority. No assignment or subcontract shall relieve Recycling Contractor of its liability under this Agreement. In the event Recycling Contractor elects to use any subcontractors and Authority provides prior written permission to Recycling Contractor to use subcontractors, Recycling Contractor shall have primary responsibility for full and complete satisfactory and acceptable performance under this Agreement. However, the Agreement may be assigned for the purpose of financing after notification to, and approval of, the terms of such assignment by Authority.

36.5 No Franchise Intended

This Agreement shall not constitute a franchise or exclusive right to process or market Program Recyclable Materials on behalf of Authority or City. Recycling Contractor shall not make any representations in any manner to the contrary.

36.6 Binding Effect

This Agreement shall be binding upon Authority and Recycling Contractor and their respective successors, heirs,



legal representatives and permitted assigns.

36.7 No Penalties

No provision of this Agreement is to be interpreted as a penalty upon any Party to this Agreement. The parties hereby agree that the rights of Authority in the event Recycling Contractor takes or fails to take certain actions pursuant to this Agreement are reasonable, and that the parties desire such certainty with regard to such matters.

36.8 Further Assurance

Recycling Contractor and Authority agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect to it. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

36.9 The Essence of the Agreement

The parties agree that time shall be of the essence of this Agreement, and the representations and warranties made herein are all material to and of the essence of this Agreement.

36.10 Headings

The headings used herein are for convenience only and shall not be used in interpreting this Agreement.

36.11 No Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

36.12 Most Favored Nations — Price Guarantee Provision

If during the term of this Agreement Recycling Contractor enters into or amends a processing and marketing or recyclable materials contract with another municipal customer providing each of the following (a “Qualifying Contract”): (i) an initial term at least as long as the Initial Term of this Agreement, (ii) uninterruptible service, (iii) a volume of recyclables at least equal to the volume of recyclables delivered under this Agreement, and (iv) processing and marketing fees and recyclable revenue share for recyclable materials delivered to Recycling Contractor’s facility by the municipal customer at municipal customer’s expense lower than applicable processing and marketing fees and/or recyclable revenue share higher than for recyclables delivered by Authority, then the Authority’s applicable processing and marketing fees shall be reduced to the applicable processing and marketing fees for recyclables delivered to Recycling Processing Facility at customer’s expense in the Qualifying Contract and/or Authority’s applicable recyclable revenue share shall be increased to the applicable recyclable revenue share for recyclables delivered to Recycling Processing Facility at customer’s expense in the Qualifying Contract.

36.13 Entire Agreement

This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement



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are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by Authority and Recycling Contractor. Recycling Contractor shall not be entitled to any claim for extras of any kind or nature.

36.14 Severability Provision

If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a term as similar in terms to such provision as is possible to be legal, valid and enforceable.

36.15 Knowledge

Recycling Contractor agrees that it has investigated and examined all conditions and requirements of this Agreement that may affect its full and complete performance of this Agreement and enters into this Agreement having completed such investigations and examinations to its full satisfaction and solely relying on such investigations and examinations.

36.16 Multiple Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

36.17 Appendices and Invitation for Bid

All Appendices attached hereto and the documents comprised by this Invitation for Bid contain additional terms of this Agreement and are incorporated into this Agreement by this reference.

36.18 Governing Law and Venue

This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State without regard to its choice of law principles, which State shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each Party waives any objection to such venue. Authority does not and will not, nor shall it be obligated to, agree to binding arbitration of any disputes.

36.19 Attorney Fees

In the event of arbitration or litigation between the parties regarding this Agreement, each Party shall be responsible for its own attorneys' fees and costs.

36.20 Authorization

Each Party hereby warrants and represents that the person signing on its behalf has full power and authority to enter into and perform this Agreement and bind the Party to this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each Party further acknowledges and agrees that it has read this Agreement, understands it, and agrees to be bound by it.

36.21 Publicity

No party (nor any agent or affiliate of a party) shall make any public statements, including, without limitation, any press releases, with respect to this Agreement and the transactions contemplated hereby, except as may be



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required by law or with written permission of Authority.

IN WITNESS WHEREOF, this Agreement has been executed by an authorized officer of each party and in multiple copies on the dates set forth below to be effective during the period recited above (except as expressly provided to the contrary herein).

RECYCLING CONTRACTOR:

By: _____, [Title:] _____

ATTEST:

DATE: _____

Corporate Secretary

Company Name _____ Address [Please Print] _____ City State Zip Code

Telephone Number _____ Fax Number _____

Email Address _____

TULSA AUTHORITY FOR THE RECOVERY OF ENERGY,
a Public Trust

By: _____
Chair

ATTEST:

DATE: _____

TARE Secretary

APPROVED

TARE Counsel



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APPENDIX A

Pricing and Revenue Share for Recycling Materials Processing and Marketing

MATERIALS DELIVERED TO RECYCLING FACILITY¹	REVENUE SHARE BASIS²	ASSUMED COMPOSITION³	Processing Fee³	% of Revenue to City
OLD CORRUGATED CARDBOARD (OCC)	PPW SOUTHWEST PPI PULP AND PAPER WEEK, BROWN GRADES OCC (#11), OR ACTUAL MARKET SALES PRICE, WHICHEVER IS HIGHER ⁵	8.85%	\$	
MIXED PAPER & CHIPBOARD	PPW SOUTHWEST PPI PULP AND PAPER WEEK, MIXED PAPER (54) OR ACTUAL MARKET SALES PRICE, WHICHEVER IS HIGHER	32.83%	\$	
ALUMINUM CANS	RECYCLING MARKETS.NET HOUSTON REGION AVERAGE (SOUTHCENTRAL USA) ALUMINUM CANS (LOOSE, CENTS/LB., DROPPED OFF) ⁶	.65%	\$	
STEEL CANS	RECYCLING MARKETS.NET HOUSTON REGION AVERAGE (SOUTHCENTRAL USA) STEEL CANS (LOOSE, \$/TON, DROPPED OFF	1.71%	\$	
PLASTIC BOTTLES (PET)	RECYCLING MARKETS.NET HOUSTON REGION AVERAGE (SOUTHCENTRAL USA) PET (BALED, CENTS/LB., PICKED UP)	2.36%	\$	
PLASTIC BOTTLES (HDPE NATURAL)	RECYCLING MARKETS.NET HOUSTON REGION AVERAGE (SOUTHCENTRAL USA) NATURAL HDPE (BALED, CENTS/LB., PICKED UP)	1.11%	\$	
PLASTIC BOTTLES #2 (HDPE COLOR)	RECYCLING MARKETS.NET HOUSTON REGION AVERAGE (SOUTHCENTRAL USA) HDPE COLORED (BALED, CENTS/LB., PICKED UP)	1.36%	\$	
PLASTICS #3-7	RECYCLING MARKETS.NET HOUSTON REGION AVERAGE (SOUTHCENTRAL USA) PLASTICS COMMINGLED (#3-7 BALED, CENTS/LB., PICKED UP)	.30%	\$	
GLASS BOTTLES	RECYCLING MARKETS.NET HOUSTON REGION AVERAGE (SOUTHCENTRAL USA) GLASS 3 MIX \$/TON, DELIVERED AS RECYCLABLE/DISPOSABLE)	19.61%	\$	
Trash/Rejects ⁴	No value	31.22%	None	No value
Other		N/A		

Notes:

1. Materials delivered to Recycling Processing Facility shall mean the sum of Program Recyclable Materials and Rejects.
2. Basis for determining revenue generated from material. Index pricing based on first issue of the month.
3. Assumed composition is for the purpose of the Authority evaluation committee cost analysis only. Revenue and processing fees during the course of the Agreement will be based on material audits.
4. Shall be the per-ton fee charged to the Authority for processing and marketing of materials, excluding rejects.
5. PPW refers to the Pulp & Paper Index "Pulp & Paper Week."
6. Recycling markets.net refers to an "online recycling database."



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**APPENDIX B
DEFINED TERMS USED IN THIS AGREEMENT**

Agreement(s) — This Agreement for Processing and Marketing of Program Recyclable Materials.

Applicable Law — Any and all permits, licenses and approvals issued for or with respect to Recycling Contractor, equipment utilized by Recycling Contractor, properties (or any component thereof) utilized by Recycling Contractor, or the performance by Recycling Contractor of obligations hereunder, and any statute, law constitution, charter, ordinance, violation, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/of court of content jurisdiction that relates to or affects Authority, City, Recycling Contractor, any of their equipment or any of their properties (or any component thereof) or the performance by Recycling Contractor of obligations hereunder.

Authority — The Tulsa Authority for Recovery of Energy, an Oklahoma public trust, and shall include the Authority’s appointed officials, officers, employees, agents, volunteers and representatives.

Business Day — Any day which is not a holiday designated as such by the provisions of the Oklahoma Statutes in Title 25, Chapter 2, at Section 82.1.

Central Time — Every reference to a time of day in this Agreement shall in all instances be deemed to refer to the time of day in the Central Time Zone of the United States.

City — The City of Tulsa, Oklahoma and shall include City’s officers, elected officials, employees, agents, volunteers and representatives.

Collections Contractor — The party or parties with which the Authority has a contract at any time and from time to time for the collection of municipal solid waste, green waste and Rejects within the City of Tulsa, Oklahoma.

Commencement Date — The date prescribed in Section 4.2.1 of this Agreement.

Comply or Compliance — Fully and completely performing or meeting each and every term, requirement, obligation, performance criteria, duty or condition as stated in the Agreement in a timely manner.

Construction and Demolition Waste — Wastes from construction and demolition operations and shall include, but shall not be limited to concrete, bricks, plumbing fixtures, plastics, and lumber.

Contamination — The existence of any material or substance on or contained in Recyclable Materials other than Recyclable Materials.

Contract Administrator — The City of Tulsa’s Refuse & Recycling Manager, or his or her designee or designees, or such other person(s) designated by the Authority, which shall represent Authority in the administration and supervision of the Agreements.

Contract Year — The period beginning July 1st of each calendar year and ending on June 30th of the subsequent calendar year for the term of the Agreement, except the first year which shall begin on the Effective Date and end on June 30, 2023.

Contractor’s Representative — The employee designated by the Recycling Contractor pursuant to Section 12.1 of this Agreement.

Designated Disposal Facility — An alternative facility for the disposal of Program Recyclable Materials and/or Rejects, as designated by Authority for limited purposes under the Agreement.



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Designated MRF — The Material Recovery Facility, as designated in this Agreement. References to the “MRF” shall be deemed to refer to such Material Recovery Facility.

Disposal — The deposit of any Solid Waste at a disposal site designated by the Authority pursuant to this Agreement or otherwise authorized by the State to manage such waste and meeting all local, State, and federal requirements.

Effective Date — The date set forth in the first sentence of this Agreement.

Hazardous Waste — Hazardous Waste shall have the meaning set forth in Title 27A of the Oklahoma Statutes at §2-7-103, as amended from time to time.

Herein, Hereunder, Hereby, Hereto, Hereof, and any similar terms — These terms refer to this Agreement.

Hours of Operation — The hours and times prescribed in Section SECTION 13.

Initial Term — As set forth in Section 4.2.1 of this Agreement.

Marketing — The identification and developing of end markets for Program Recyclable Materials and the selling of Program Recyclable Materials to end markets.

Material Recovery Facility or MRF — The place operated by Recycling Contractor located at the address prescribed in Section 6.2 where Recyclable Materials are processed into Recovered Materials.

May — Refers to actions or conduct that is not mandatory but permissible.

ODEQ — Oklahoma Department of Environmental Quality.

Party — The Recycling Contractor or Authority individually.

Person — Any individual, firm, corporation, organization, government or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Process, Processed or Processing — The recovery of Recyclable Materials from Solid Waste and treatment into Recovered Materials.

Processing/Marketing Fee — The per ton fee for accepting, processing, and marketing of Program Recyclable Materials.

Program Aluminum and Steel Recyclable Materials — Any beverage container, food can, bi-metal container, or lid with or without paper labels, rings, and lids composed primarily of whole iron, aluminum, steel, or other Recyclable Materials of a similar nature.

Program Glass Recyclable Material — Any glass food and beverage bottles, container, or jars with or without paper labels, rings, and lids. Program Glass Recyclable Materials shall not mean window glass, porcelain, china, or ceramics.

Program Paper Recyclable Materials —

- A. Kraft paper,
- B. Corrugated containers that have liners of Kraft, jute, or test liner including dry food boxes, beer and soda carriers, shoe boxes,
- C. Old newspaper including slick paper inserts,
- D. Magazines,
- E. Catalogs,
- F. Telephone books and Yellow Pages,
- G. Chipboard, and
- H. Other mixed paper including but not limited to junk mail, junk mail inserts, residential mixed paper,



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bagged shredded paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, note pad paper(no backing), loose leaf fillers, stationery, writing paper, paper envelopes without plastic windows, carbonless (NCR) paper, tabulating cards, facsimile paper, manila folders, and paperback books.

Program Plastic Recyclable Materials — Any rigid plastic bottles, containers, jugs, or jars.

Program Recyclable Materials — Program Paper Recyclable Materials, Program Plastic Recyclable Materials, Program Glass Recyclable Materials, and Program Aluminum and Steel Recyclable Materials. Materials may be added or deleted from Program Recyclable Materials in accordance with this Agreement. Program Recyclable Materials do not include Rejects.

Program Recyclable Materials Audit — The audit of the Recycling Contractor’s operations as described in SECTION 11 of this Agreement.

Recovered Materials — Materials that have been processed to market specification for sale.

Recyclable Materials — Materials or products that are re-used, which would otherwise be disposed of as waste, with or without processing, including but not limited to paper, glass, plastics, metals, automobile oil, and batteries.

Recyclable Revenue Share — The portion of revenues from the sale of Recyclable Materials that is payable to the Authority.

Recycling — Reuse of a material that would otherwise be disposed of as waste, with or without processing or reprocessing.

Recycling Processing Facility — The grounds, building, equipment and other parts of the operations of the Recycling Contractor located at the address prescribed in Section 6.1 of this Agreement.

Rejects — Materials accepted by the Recycling Processing Facility, other than Hazardous Waste, which are delivered with Program Recyclable Materials to the Recycling Processing Facility, not processed into Recovered Materials, and handled and accounted for separately from Program Recyclable Materials, Recovered Materials, and Hazardous Waste.

Residential Service Unit — The following occupied dwellings within the City:

- A. Single family houses;
- B. Duplexes;
- C. Triplexes; and
- D. Other residential establishments utilizing carts for Collection of Acceptable Solid Waste and designated as a Residential Service Unit by the Contract Administrator.

A Residential Service Unit shall be deemed occupied when water or domestic light and power services are being supplied thereto.

Shall — Refers to actions or conduct that is always mandatory and not merely directory.

Solid Waste — All putrescible and non-putrescible refuse in solid, semisolid, or liquid form including, but not limited to, garbage, rubbish, ashes or incinerator residue, street refuse, dead animals, Construction and Demolition Waste, solid or semisolid commercial and industrial wastes including explosives, biomedical wastes, chemical wastes, herbicide and pesticide wastes. The term “solid waste” shall not include:

- A. Scrap materials which are source separated for collection and processing as industrial raw materials, except when contained in the waste collected by or on behalf of a solid waste management system, or



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- B. Used motor oil, which shall not be considered to be a solid waste, but shall be considered a deleterious substance, if the used motor oil is recycled for energy reclamation and is ultimately destroyed when recycled.

State— State shall mean be State of Oklahoma.

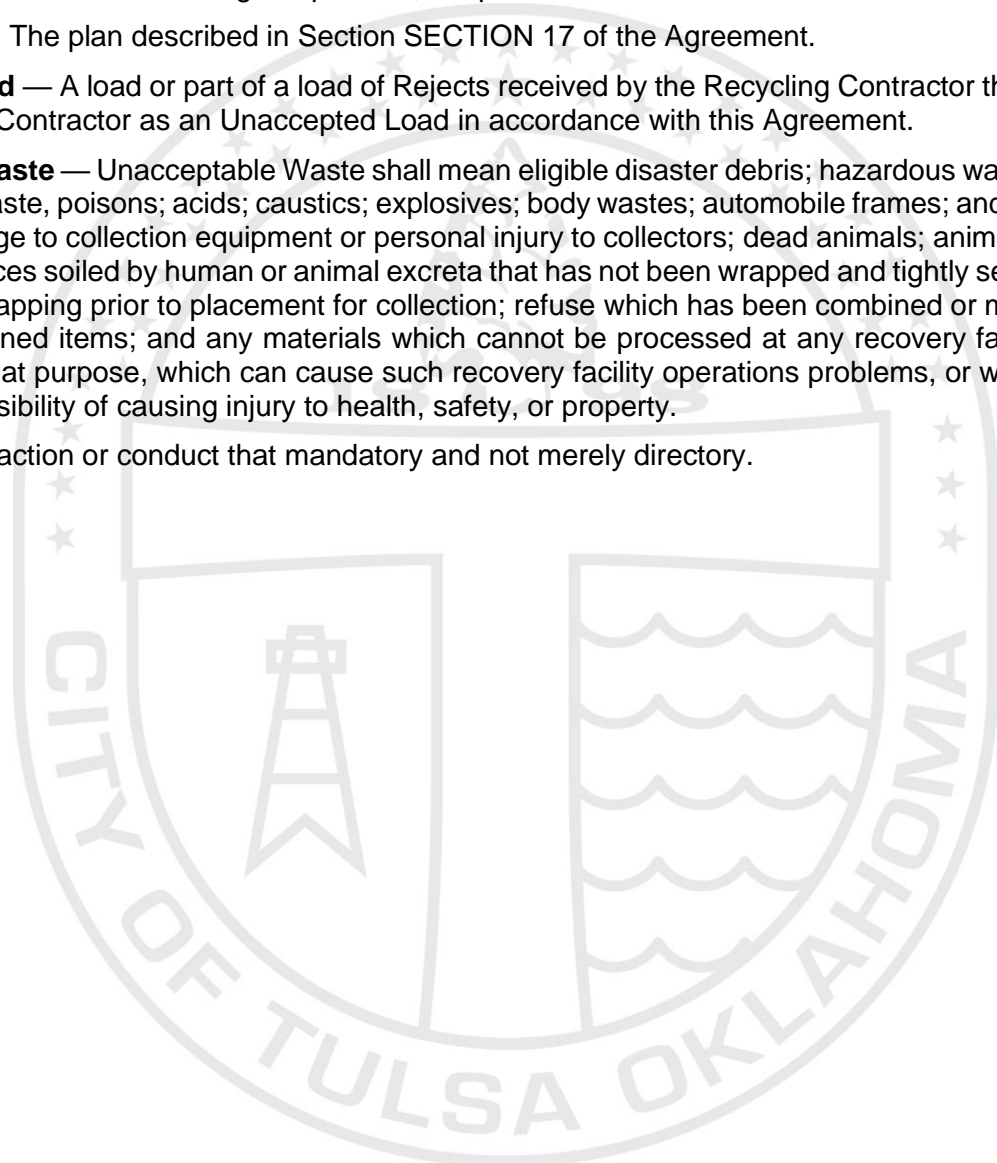
Ton — Ton shall mean a unit of weight equal to 2,000 pounds.

Transition Plan - The plan described in Section SECTION 17 of the Agreement.

Unaccepted Load — A load or part of a load of Rejects received by the Recycling Contractor that is designated by the Recycling Contractor as an Unaccepted Load in accordance with this Agreement.

Unacceptable Waste — Unacceptable Waste shall mean eligible disaster debris; hazardous waste; construction and demolition waste, poisons; acids; caustics; explosives; body wastes; automobile frames; and materials which may cause damage to collection equipment or personal injury to collectors; dead animals; animal excreta or any article or substances soiled by human or animal excreta that has not been wrapped and tightly sealed in moisture proof paper or wrapping prior to placement for collection; refuse which has been combined or mixed with any of the above-mentioned items; and any materials which cannot be processed at any recovery facility designated by Authority for that purpose, which can cause such recovery facility operations problems, or which would have a reasonable possibility of causing injury to health, safety, or property.

Will — Refers to action or conduct that mandatory and not merely directory.





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**FORM #3
AFFIDAVIT
NON-COLLUSION, INTEREST, AND CLAIMANT**

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: _____
Signature
Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an Authorized Agent and notarized



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FORM #4

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge e-receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ▶

Printed Name:

Title:

Date:



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INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

1. **PURCHASING AUTHORITY.** TARE issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. **“Acceptance”** with respect to a Bid shall mean TARE’s selection of a Bid, and award of a contract to the Bidder.
 - B. **“Acceptance”** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean TARE’s written acknowledgement that Bidder has satisfactorily provided such Goods and/or Services as required.
 - C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by TARE which shall become a part of the agreement between the parties.
 - D. **“Authorized Agent”** means an agent who is legally authorized to bind the Bidder under the law of the State in which the Bidder is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Bidder. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide TARE with (i) a corporate resolution giving them authority to bind the Bidder, and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.
 - General Partnerships** – any partner can sign to bind all partners.
 - Limited Partnerships** – the general partner must sign.
 - Individuals** – no additional authorization is required, but signatures must be notarized.
 - Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.
- E. **“Bid”** means the Bidder’s offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Bidder chooses to submit to support the Bid.
- F. **“Bid Packet”** consists of the Notice of Invitation to Bid, the Summary Sheet, Instructions, Terms and Conditions, Form #1, Form #2 (this “Agreement for Processing and Marketing of Program Recyclable Materials” and the appendices hereto), Form #3, Form #4, Form #5, Form #6, Special Requirements (offer Period, Insurance and Bonding; References), Utilization Instructions and Attachments 1, 2 and 3 thereof, Technical Specifications (Bid Content, Basis of Award), Exhibit A – Bid Form, and all other Appendices hereto.



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- G. **“Bid Submission Date”** shall mean the last date by which TARE will accept Bids for an Invitation For Bid.
- H. **“Bidder”** means the legal entity which submits a Bid for consideration by TARE in accordance with the Invitation For Bid and, after selection of the successful bid, whose Bid TARE selected and awarded a contract.
- I. **“City”** shall mean the City of Tulsa, Oklahoma.
- J. **“Contract Administrator”** shall mean the Manager of Refuse and Recycling Services of the City of Tulsa, Oklahoma.
- K. **“Days”** shall mean calendar days unless specified otherwise.
- L. **“Primary Bidder”** shall mean the Bidder whose Bid TARE selected as the principal supplier of the Goods and/or Services required under this Agreement.
- M. **“Project Buyer”** shall mean the City’s employee assigned to serve as the contact person for Bidders responding to Invitations For Bid or completing contracts herein.
- N. **“Purchasing Division or Office”** shall mean the City of Tulsa’s Purchasing Division, located at 175 East 2nd Street, 15th Floor, Tulsa, Oklahoma 74103.
- O. **“Secondary Bidder”** shall mean the Bidder whose Bid TARE selected as a back-up supplier in the event the Primary Bidder is unable to provide all the Goods and/or Services required.
- P. **“TARE”** shall mean the Tulsa Authority for the Recovery of Energy.
- Q. **“You” or “Your”** shall mean the Bidder responding to this Invitation For Bid and, after selection of the successful bid, the Bidder whose Bid the TARE selected and awarded a contract.
- R. **“Website”** shall mean the City of Tulsa’s website for the Purchasing Division: www.CityofTulsaPurchasing.org.

- 3. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than ten days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on TARE or the City. At TARE’s discretion, any information or clarification made to you may be communicated to other Bidders that notified TARE or the City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and TARE refunded any payments made.
- 4. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City’s Purchasing Division.
- 5. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
- 6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** TARE may addend to or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. TARE will attempt to send a notification (by fax or email) of any



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addenda or amendments to those Bidders who have responded to the City's Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City's Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. TARE may reject any Bid that fails to acknowledge any addenda or amendments.

7. **PERMITS AND LICENSES.** The Bidder is required to have obtained all applicable governmental permits, licenses and authorizations that are required under any applicable local, state or federal law or regulation ("Applicable Law") to perform its obligations hereunder. Violation of this provisions shall immediately void the Bid (and any Purchase Agreement executed pursuant hereto).
8. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term "no substitute" is used, TARE's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. TARE may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, TARE may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to TARE. In the case of existing contracts, you shall give TARE thirty days' advance notice in writing of any such proposed changes or substitutions. TARE shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.

9. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
10. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Bidder to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
11. **TAXES.** TARE is exempt from Oklahoma state sales and excise taxes, and such taxes shall not be included in the Bid prices.
12. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by TARE (as evidenced by TARE's execution of the Purchase Agreement) shall constitute a firm contract.

- A. **BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS,**



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FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.

- B.** Sealed Bids may be either mailed or delivered, but must be received at the address listed on the Summary Sheet in the front of the Bid Packet.
- C.** Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. Neither TARE nor City is responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
- D.** Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
- City Hall is closed for business for part or all of the day on the date the response was due;
 - If the City or TARE deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required;
 - If documented weather conditions caused the late delivery, in which case you must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E.** **City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- F.** Neither City nor TARE is responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- G.** All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- H.** If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
- I.** The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in one-inch red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in one-inch red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- J.** Multiple boxes or envelopes are permissible but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (*i.e.*, Box 1 of 3; Box 2 of 3, etc.). **The original must be in Box #1.**
- K.** The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.

13. BID REJECTION OR WITHDRAWAL. TARE may reject any or all Bids, in whole or in part.

A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to TARE.

A Bid may be rejected if Bidder is currently in default to TARE or the City on any other contract or has an outstanding indebtedness of any kind to TARE or the City.

TARE reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.



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Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk’s office before the City’s close of business on the Bid Submission Date.

- 14. **BID RESULTS.** A tabulation of Bids received will be made available on the City’s Purchasing Division website generally within five working days after the Bid Opening Date. After a contract award is recommended to TARE, a copy of the Bid summary will be available in the City Clerk’s Office. Bid results are not provided in response to telephone or email inquiries.
- 15. **PURCHASE ORDER.** In the event that the successful Bid is for an amount less than Fifty Thousand Dollars (\$50,000), and it is determined by the City or TARE to be in the best interests of TARE, TARE, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by TARE and Bidder.
- 16. **CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that TARE determines is the lowest and best competitive Bidder meeting TARE’s specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with TARE and/or the City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, TARE reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in TARE’s best interest.
- 17. **IRS FORM W-9.** If TARE selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide the Project Buyer with your complete IRS Form W-9.
- 18. **NOTICE TO PROCEED.** If TARE accepts your Bid and executes the Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from TARE may be considered notice to proceed.
- 19. **INVOICES AND PAYMENTS.** Invoices should be e-mailed to TARE at:

TARE@CityofTulsa.org

Payment will be made Net 30 days after receipt of a properly submitted invoice, unless TARE decides in its discretion to take advantage of any prompt payment discount included in the Bid.

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SPECIAL REQUIREMENTS

1. **Irrevocable Offer Period.** You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until 365 days after the Bid Opening Date.
2. **General Liability/Indemnification.** You shall hold both TARE and the City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold both TARE and the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.
3. **Liens.** No lien of any kind shall exist against any property of TARE, and pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of TARE or the City. Bidder shall deliver all goods to TARE free and clear of liens. Delivery by Bidder to TARE of goods which are subject to liens under the Agreement shall be a material breach of the Agreement, and all damages and costs incurred by TARE or the City as a result of the existence of such liens shall be paid to TARE by Bidder. At TARE's option, TARE may return such goods to Bidder, and Bidder shall pay the cost of returning such goods and reimburse TARE for any payments made for such goods.
4. **Insurance.** If checked "Yes," the following insurance is required: **Yes: No:**

Bidder and its subcontractors must obtain at Bidder's expense and keep in effect during the term of the Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below in the Form #2 Agreement plus Workers' Compensation insurance in the statutory limits required by law.

**BIDDER'S INSURER MUST BE AUTHORIZED TO TRANSACT
BUSINESS IN THE STATE OF OKLAHOMA.**

You will have ten days after notification that your Bid was selected for contract award by TARE to provide proof of such coverage by providing the assigned Project Buyer shown on the Summary Sheet of this Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number(s)
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. IFB/TAC number

The policies of insurance shall be primary and written on forms acceptable to TARE and placed with insurance carriers approved and licensed by the State of Oklahoma and meet a minimum A.M. Best Company, Inc. Financial Strength Rating of no less than "Excellent." The policies of insurance must include an endorsement from the insurer adding TARE as an additional insured to the policy. The Bidder shall file proof of insurance certificate(s) for it and its subcontractors (if any) meeting the requirements as set forth herein with TARE prior to execution of this Agreement; in addition, the Bidder shall be solely responsible for assuring that all proofs of insurance filed with TARE are up to date. Failure of the Bidder to fully comply with the requirements set forth herein regarding insurance is a breach of this Agreement and may be cause for termination of this Agreement



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by TARE. No changes are to be made to these specifications without prior written approval by TARE. Approval of the insurance by TARE shall not relieve or limit the liability of the Bidder for any damages arising from the Bidder's performance of services provided herein. All policies required herein, unless specific approval is given by TARE, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against TARE and the City. Additionally, all policies other than workers compensation policies shall name TARE and the City as additional insureds. The Bidder shall ensure that the insurance coverage required under this Agreement is obtained and maintained by the Bidder or its subcontractors for its subcontractors (if any) to cover their Services hereunder; the Bidder shall be held responsible for any modification, deviation, or omissions in these insurance requirements as they apply to all subcontractors. Each policy except workers compensation policies shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured either party, reduced in coverage or in limits except after twenty calendar days' prior written notice by certified mail, return receipt requested, has been given to TARE; workers compensation policies shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after at least ten calendar days' prior written notice by certified mail, return receipt requested, has been given to TARE. TARE shall retain the right at any time to review coverage, form of policies and amount of insurance. The procuring of each required policy or policies of insurance shall not be construed to limit the Bidder's liability to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding such policies of insurance, the Bidder shall be obligated for the full and total amount of any damages, injury or loss caused by the action or inaction of the Bidder or its suppliers or subcontractors in connection with this Agreement. The Bidder shall be solely responsible for payment of all premiums for insurance contributing to the performance of this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not TARE and/or the City is an insured under the policy. Claims-made policies will be accepted for professional and hazardous materials liability coverage and such other risks as are authorized by TARE and/or the City. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided an option, the Bidder agrees to purchase the extended reporting period coverage on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year. Certificates of insurance evidencing claims made or occurrence form coverage and conditions to this Agreement are to be received and approved by TARE or by City staff as delegated by the TARE upon execution of this Agreement by the Bidder and at least thirty calendar days prior to expiration of the insurance when applicable. All insurance certificates shall be received and approved by TARE before the Bidder will be allowed to commence or continue Services.

5. Bonding.

A. Bid Bond. If the box is checked "Yes," the Bid Bond is **required**:

i. Yes: No:

B. Performance Bond. If the box is checked "Yes," the Performance Bond is **required**:

Yes: No: Amount of Bond: \$ 300,000.00

6. References. If the box is checked "Yes," References are **required**: Yes: No:

For Instruction Regarding References See Section 3, # 3 on page 58 of this document.



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TECHNICAL SPECIFICATIONS

SCOPE

This Invitation for Bids (IFB) is being issued by the Tulsa Authority for the Recovery of Energy (TARE or AUTHORITY) for service for the City of Tulsa (City). AUTHORITY is responsible for solid waste collection, recycling, and disposal of solid waste resulting in recovery of energy or recyclable materials from solid waste for the City of Tulsa (City). The purpose of this section of the IFB is to familiarize Bidders with the City and the proposed services, including available data regarding service levels, service units, for recyclables generation in the City. AUTHORITY is soliciting bids for the following services:

Processing and Marketing of Program Recyclable Materials: the provision of Processing and Marketing of Program Recyclable Materials for material generated from Residential Service Units in the City of Tulsa.

BACKGROUND

Current Solid Waste and Recycling collection services in the City of Tulsa are provided through a Contracted Hauler.

Tulsa’s current trash program offers several options to its residents to meet their refuse and recycling needs through a Pay-As-You-Throw system with cart and pickup options that vary in size and collection frequency based on what the household selects. Households can choose between a 32, 64, or 96-gallon trash cart, once or twice weekly curbside pickup, backyard, or extended backyard collection service. This pay-as-you-throw model allows the household to control its own levels of service and cost. The less material that is discarded as refuse, the smaller, and therefore cheaper, the needed cart can be. This helps to incentivize recycling by motivating residents to divert and recover materials from home waste streams.

In 2021, TARE reports showed that refuse and recycling services were offered to an average of 120,381 residential customers per month in the City of Tulsa refuse and recycling system. Of those customers, over 8,700 selected the 32-gallon sized cart, 19,640 selected the 64-gallon cart, and over 91,950 selected the 96-gallon cart, which demonstrates that the largest cart size is by far the most popular option among the residents at present. In 2021, residential recycling customers equaled 112,620 and had the option of weekly collection.

The goal of this IFB is to procure a Bidder that provides the lowest and best bid for the service being solicited herein.

Table 1 — Residential Service Units

Residential Customers	12 Month Average: August 2021 – July 2022
Curbside Service	113,117
Backyard Service	6,023
Extended Backyard Service	500
Physically Limited	845
Average # of Residential Customers	120,381



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Table 2 - MSW Disposal

Year	Tons of Residential Refuse	Average lbs/account/pickup
2017	103,463	6.74
2018	111,864	6.59
2019	108,019	6.97
2020	119,023	8.69
2021	134,260	8.47

1. Recyclables Generation: Table 3 below shows historical recyclables generated by City of Tulsa residents and the number of subscribers to the recycling program. Each City of Tulsa resident has the opportunity to recycle with a 96-gallon blue recycling cart which has been provided to residents. Recycling is not mandatory, but the service is included in all service plan rates. Materials are collected every week. Materials accepted in the recycling cart include aluminum and steel cans, plastic jugs and bottles, glass jars and bottles, and all cardboard and paper. The City of Tulsa’s current curbside recycling rate is 15.78%.

Table 3 — Recyclables Generation

Year	Tons of Recyclables	Average Monthly Subscribers
2017	20,206	108,906
2018	19,507	109,251
2019	19,825	109,699
2020	22,303	110,374

BID CONTENT

Bidders must submit the following information with Bid packets in support of their Bids. Bidders are encouraged to use the following format as a Table of Contents for submittals.

Section 1 - Method of Approach

A. Method of Approach. Bidders must provide the following information.

- a. Method of Approach Summary. Bidders must provide a thorough description of the overall approach to providing service and describe why this is the best approach for the City of Tulsa.
- b. Description of Personnel. Bidder shall meet the personnel standards as set forth in the Agreement in Form #2. Bidder shall describe the following:
 - i. Policies and procedures that are in place to ensure that personnel performing services are qualified and proficient. Bidders shall identify customer-facing personnel proposed for this work and associated orientation/training programs to ensure success. Customer-facing includes personnel involved directly with customers, and those interfacing with Authority, who are responsible for quality, safety, efficiency and schedule and budget adherence to the program.



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- ii. Bidders must include a description of any required background checks or employment procedures to verify authorization to work within the United States.
 - iii. Any relevant training programs for personnel, including but not limited to safety training.
 - iv. The dress code that is required for personnel.
 - v. Bidders must comply with the "Oklahoma Taxpayer and Citizen Protection Act of 2007".
- c. Local Office. Bidders must provide the location of the local office that will ensure compliance with the local office requirements of the Agreement in Form #2. Local offices must be staffed with personnel Monday through Friday from 8:00 AM to 5:00 PM and be located within the City limits of Tulsa.
- B. Bid Information. Bidders must provide the following information regarding the method of approach to provide Recycling Services. Services performed will be in accordance with the Recycling Agreement included as Form #2 in this IFB.
- a. Recyclable Materials Accepted. All Recyclable Materials, as described below, will be accepted by the Bidder commingled (e.g., single-stream).
 - i. Bidder shall accept, at a minimum, the materials identified in the Recycling Agreement as Program Recyclable Materials.
 - ii. Bidder shall identify any additional materials that can be accepted as part of the recycling program at no additional cost.
 - iii. As described in the Agreement in Form #2, disposal of recyclable materials is prohibited.
 - b. Description of the facilities to be used to provide service under the Recycling Agreement, including any and all MRFs and/or transfer facilities. Authority understands that it may be economically feasible for some Bidders to transfer the City's recyclable materials to an existing MRF that is not in or near the City of Tulsa. The option to develop a transfer facility to transfer recyclables to an existing MRF is discussed below as well as in the Agreement in Form #2. The following information must be included in the facility description:
 - c. Location of both material delivery (transfer facility) and processing (MRF). The location for the transfer facility shall not be further than twenty miles from the epicenter of the City of Tulsa located at the intersection of East 31st Street and South Pittsburg Avenue. Authority may evaluate the following factors as to the proposed location(s) for material delivery and processing.
 - i. Access to City roadways;
 - ii. Potential reduction or increase in costs for the City's contractor collecting Program Recyclable Materials; and
 - iii. Other information regarding the proposed location.
 - d. Description of the transfer facility, including the following information, as to meet or exceed the requirements set forth in Section 10 of the Agreement at Form #2.
 - i. Number of vehicles that may tip at the same time based on facility design and anticipated daily material storage on the tipping floor.
 - ii. Number of days of material storage (based on maximum daily capacity) that could be accommodated in the event of equipment downtime.
 - e. Description of daily and annual maximum processing capacity of the MRF for the initial and all optional renewal terms of the Agreement.
 - f. Description of all Oklahoma Department of Environment (ODEQ) Permits, including descriptions of



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any consent orders, status, and resolution.

- g. Description of the processing equipment at the MRF, including make/model, maintenance protocol, and description of purchase/lease agreements.
- h. Description of the following aspects of the MRF and/or transfer facility to meet or exceed the requirements set forth in the Agreement at Form #2:
 - i. Hours and days of operation (Sections SECTION 13 and SECTION 14 of Agreement at Form #2)
 - ii. Scale house requirements (Section 10.1.4 of Agreement at Form #2)
 - iii. Priority access for City's contracted hauler (Section 10.1.7 of Agreement at Form #2)
 - iv. Truck turn-around (Section 10.1.8 of Agreement at Form #2)
 - v. Rejection of loads (SECTION 9 of Agreement at Form #2)
 - vi. Material audits (SECTION 11 of Agreement at Form #2)
 - vii. Material storage (Section 10.2.5 of Agreement at Form #2)
 - viii. Designated disposal facility for Rejects (SECTION 9 of Agreement at Form #2)
- i. Materials Marketing. Authority encourages the Bidders to sell Recyclable Materials to the end market with the highest price available. Bidders shall include in the Bid a detailed description of the marketing plan and protocol to identify the highest price available for material sale.
- j. Existing Structures/Construction/Renovation/Maintenance and Equipment Plan. Bidder shall provide a proposed construction or existing building renovation/maintenance and equipment plan as part of the Bid. The plan shall, at a minimum, provide the following information related to any facilities that would be developed or utilized to provide service under the Agreement.
- k. Proposed schedule for construction/renovation/maintenance of MRF at a minimum, the following dates:
 - i. Date of purchase of property for MRF.
 - ii. Date for commencement and completion of construction/renovation.
 - iii. Date for purchase and receipt of equipment.
 - iv. Other key dates associated with the construction/renovation of and equipment at the MRF.
- l. Description of layout of equipment at the MRF.
- m. Description of maintenance schedule for the facility.
- n. Other construction and equipment information to assist the Authority in its evaluation.
- o. Recyclable Materials Financial Terms: Bidder shall provide the following regarding financial terms for recyclable materials processing, as shown in Form #6.
- p. Bidder shall provide a per-ton processing and marketing fee for recyclable materials delivered to the processing facility.
- q. Bidder shall provide to Authority a percentage revenue share for commodities processed at the facility. The revenue share for each commodity will be based on a published index price for that commodity or the average monthly actual sales price for the material, whichever is higher.
- r. Bidders will deduct the per-ton processing fee from the revenue paid to Authority. In the event that the processing fees to be paid by Authority exceed the revenue share owed to Authority, Authority will receive revenue for material and will pay processing fees.



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- s. Bidder shall indicate any opportunity to reduce processing fees or increase revenue share if the City met thresholds of Recyclable Material delivered to the facility.

Public Education. Although Authority will have responsibility for public education related to recycling. Bidder will play a key, and ongoing, role in the successful execution of these efforts.

Section 2 — Key Personnel

Bidder shall provide an organization chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Bidder would assign to the transition team and to the ongoing management of the services provided under agreement. The organizational chart should indicate how the Bidder’s organization will interact with and relate to the AUTHORITY board, as well as the individual or individuals that will be responsible for communication with the AUTHORITY board and attending AUTHORITY board meetings, as required by the Agreement. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the contract. Provide résumés, names, and phone numbers of municipal references of the key proposed management team members. Résumés for the proposed management team members should include professional experience prior to employment with the Bidder, including any prior experience with other solid waste, recycling, or recovery of energy companies. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager and other personnel that will have regular contact with Authority and/or the City.

Section 3 — Experience

1. Experience with Similar Services: Bidders must submit with the bid a list of communities similar to the City of Tulsa for which the Bidder or any affiliate has provided similar services to those for which the Bidder is submitting a bid. If Bidder has provided similar services to the City of Tulsa, Bidder should include that information on its list. Authority reserves the right to contact such communities to inquire about performance. Bidders must submit the following information regarding each community:
 - a. Estimated number of customers serviced and quantity of material collected/processed
 - b. Description of services provided
 - c. Dates of service
2. Performance History: Bidders must disclose within the Bid if any service agreements in the past five years have ended prior to the contract expiration date due to any of the following reasons:
 - a. Assignment of the agreement to another vendor;
 - b. Termination of the agreement;
 - c. Mutual agreement with the customer to discontinue service;
 - d. Other reason.

Bidders must also disclose any litigation that occurred as a direct result of service agreements for which the Bidder was providing similar services for which the Bidder is submitting a Bid. Bidders must also disclose the amount of time that Bidder has been performing service under its current business name.

3. References: Bidder shall provide a minimum of three (3) references from senior officials at public agencies, cities, or towns presently being served by the Bidder or any affiliate of the Bidder with similar services to those for which the Bidder is submitting a bid. Bidder must include name of contact person, phone number, and e-mail address. Bidder must also include the same information as requested in number 1 above. The customers in number 1 above may be the same customers provided as references.

4. Leadership and Recognition: Bidders must submit with the bid a description of community leadership efforts, awards, or other recognition received in the course of providing similar services to Tulsa or other communities.



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Bidders may include information as to advancements or innovation that the Bidder has contributed to the industry.

5. Financial Capacity: Bidders must submit with the bid sufficient information to demonstrate the Bidder's financial capacity to handle a contract for the services for which the Bidder is submitting a bid. Examples of documentation that would fulfill this requirement include, but are not limited to, the Bidder's audited financial statements for the last three years. Bidders must also disclose whether they have ever filed for bankruptcy.

PLEASE NOTE: Bidder understands and acknowledges that Authority is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Bidder pursuant to this IFB that would attempt to prevent Authority from complying with its statutory requirements. Any information submitted by Bidder to Authority which Bidder deems to be a trade secret must be submitted in a separate envelope and clearly marked "Trade Secret Information" and include the name of the Bidder. Bidder must timely seek judicial action to protect such information from disclosure by Authority in the event of a request to Authority under the Oklahoma Open Records Act.

BASIS FOR AWARDING BIDS

Following the opening of Bids, the review panel comprised of AUTHORITY Board members and other knowledgeable individuals will review and score the Bids received. The Bids will be evaluated using the following criteria and scoring system. A maximum score of 100 points is possible for each of the Services. The Authority may elect to conduct interviews of bidders for any or all services, in which case submittals from Bidders will be re-scored after the interviews are complete.

The table below shows the maximum points and relevant Bid content that will be considered for each scoring criteria.

Scoring System for Recycling Services

Criteria	Bid Content Considered	Maximum Points
Cost	Each Bid will be rated on a scale of 0 to 50 points based on pricing provided in Exhibit A - Bid Form (and Appendix A and Appendix B in Form #2 Agreement). The methodology for assigning points based on price is described below.	50
Method of Approach	Each Bid will be rated on a scale of 0 to 35 based on an evaluation of the content provided in Section 1 of the Technical Specifications, as described on pages 57-60.	35
Experience & Qualifications	Each Bid will be rated on a scale 0 to 15 points based on an evaluation of the content provided in Section 2 and Section 3 of the Technical Specifications, as described on pages 60-61.	15

For the cost portion of the evaluation, the Bidder that presents the lowest and best competitive bid will receive the maximum points, with other Bids receiving scores proportional to the lowest bid. For the purposes of this IFB, the lowest and best Bid will be determined by calculating the total annual cost or expected revenues of the Authority. Therefore, the following assumptions will be used to determine the total annual cost or expected revenue:



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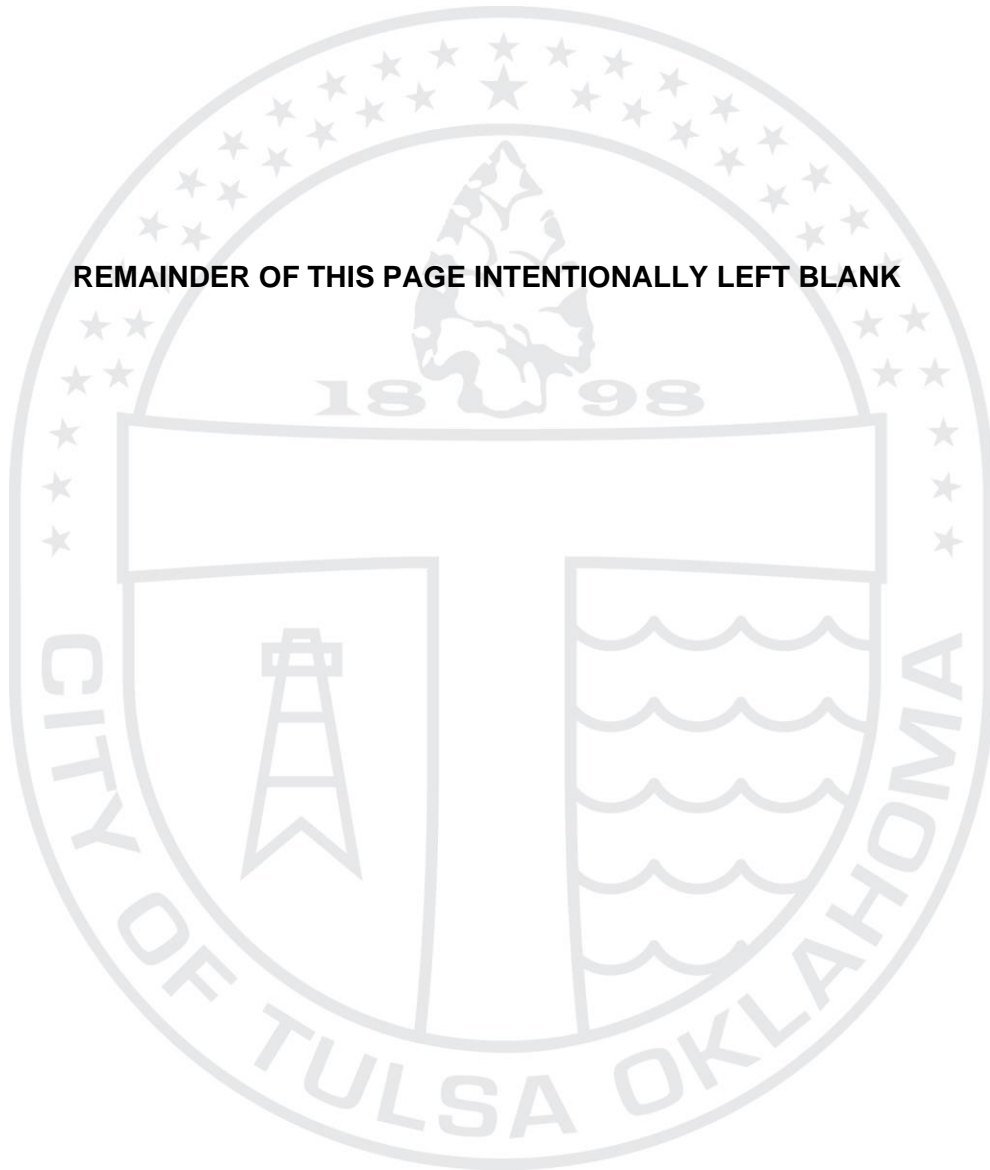
**Invitation For Bid IFB/TAC # 1251
Recyclables Processing
Tulsa Authority for the Recovery of Energy
Issued: May 13, 2022**

**Tulsa Authority for
the Recovery of
Energy**

**City of Tulsa,
Oklahoma**
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- Number of customers will be consistent with the number of customers in 2021 as shown on Table 1.
- Index pricing will be used to calculate material value. The index price for each material from April 2022 will be used.

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**Invitation For Bid IFB/TAC # 1251
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EXHIBIT A - BID FORM

Pricing and Revenue Share for Recycling Materials Processing and Marketing

The City does not guarantee any specific quantity or number of purchases, if any, that will be made during the agreement period.

MATERIALS DELIVERED TO RECYCLING FACILITY ¹	REVENUE SHARE BASIS ²	ASSUMED COMPOSITION ³	Processing Fee ³	% of Revenue to City
OLD CORRUGATED CARDBOARD (OCC)	PPW SOUTHWEST PPI PULP AND PAPER WEEK, BROWN GRADES OCC (#11), OR ACTUAL MARKET SALES PRICE, WHICHEVER IS HIGHER ⁵	8.85%	\$	
MIXED PAPER & CHIPBOARD	PPW SOUTHWEST PPI PULP AND PAPER WEEK, MIXED PAPER (54) OR ACTUAL MARKET SALES PRICE, WHICHEVER IS HIGHER	32.83%	\$	
ALUMINUM CANS	RECYCLING MARKETS.NET HOUSTON REGION AVERAGE (SOUTHCENTRAL USA) ALUMINUM CANS (LOOSE, CENTS/LB., DROPPED OFF) ⁶	.65%	\$	
STEEL CANS	RECYCLING MARKETS.NET HOUSTON REGION AVERAGE (SOUTHCENTRAL USA) STEEL CANS (LOOSE, \$/TON, DROPPED OFF)	1.71%	\$	
PLASTIC BOTTLES (PET)	RECYCLING MARKETS.NET HOUSTON REGION AVERAGE (SOUTHCENTRAL USA) PET (BALED, CENTS/LB., PICKED UP)	2.36%	\$	
PLASTIC BOTTLES (HDPE NATURAL)	RECYCLING MARKETS.NET HOUSTON REGION AVERAGE (SOUTHCENTRAL USA) NATURAL HDPE (BALED, CENTS/LB., PICKED UP)	1.11%	\$	
PLASTIC BOTTLES #2 (HDPE COLOR)	RECYCLING MARKETS.NET HOUSTON REGION AVERAGE (SOUTHCENTRAL USA) HDPE COLORED (BALED, CENTS/LB., PICKED UP)	1.36%	\$	
PLASTICS #3-7	RECYCLING MARKETS.NET HOUSTON REGION AVERAGE (SOUTHCENTRAL USA) PLASTICS COMMINGLED (#3-7 BALED, CENTS/LB., PICKED UP)	.30%	\$	
GLASS BOTTLES	RECYCLING MARKETS.NET HOUSTON REGION AVERAGE (SOUTHCENTRAL USA) GLASS 3 MIX \$/TON, DELIVERED AS RECYCLABLE/DISPOSABLE)	19.61%	\$	
Trash/Rejects ⁴	No value	31.22%	None	No value
Other		N/A		

Notes:

7. Materials delivered to Recycling Processing Facility shall mean the sum of Program Recyclable Materials and Rejects.
8. Basis for determining revenue generated from material. Index pricing based on first issue of the month.
9. Assumed composition is for the purpose of the Authority evaluation committee cost analysis only. Revenue and processing fees during the course of the Agreement will be based on material audits.
10. Shall be the per-ton fee charged to the Authority for processing and marketing of materials, excluding rejects.
11. PPW refers to the Pulp & Paper Index "Pulp & Paper Week."
12. Recycling markets.net refers to an "online recycling database."

Bidder's Company Name _____

Authorized Signature Here ► _____

RETURN THIS ENTIRE BID PACKET