



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: January 23, 2015

Subject: PAPER RECYCLING FOR ERIE COUNTY

Bid No.: 290154-002

Effective Dates: Extended through April 12, 2018

Vendor #: 121707

Vendor: CASCADES RECOVERY, INC.
1845 Emerson Street
Rochester, NY 14606

Telephone: 716-681-1560

FAX: 716-681-0902

Contacts: Mark Johnson

Pricing: per attached document



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

VALLIE M. FERRARACCIO
DIRECTOR

December 18, 2014

Cascades Recovery, Inc.
3241 Walden Avenue
Depew, NY 14043
Attn: Mark Johnson

Re: Bid #290154-002 – "Paper Recycling for Erie County"

Dear Mr. Johnson:

The County of Erie wishes to extend this agreement for an additional year, through April 12, 2018, under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the Instructions to Bidders (Formal). This offer is for your immediate consideration and acceptance. **Please respond within seven days upon receipt of this request**, indicating whether you agree to extend or do not wish to extend.

If you do wish to extend the contract, please provide a current insurance certificate, with the certificate holder listed as County of Erie, 95 Franklin Street, Buffalo, NY 14202. The County requires General, Auto and Excess Liability coverage and needs to be listed as "Additional Insured" on those policies. A Worker's Compensation & Employer's Liability Certificate must also be provided, and must be on one of the NYS Comp Board forms C105.2, U26.3 or SI-2.

After approval and execution by the County, a fully signed copy will be returned to you for your files.

Yes, I agree to extend No, I do not wish to extend

Company Name: Cascades Recovery US Inc

Representative (Please print): Jeffery M Meyers Title: GM US OPS

Signature: [Handwritten Signature] Date: 12/29/14

Sincerely,

[Handwritten Signature]
James D. Kucewicz
Buyer

[Handwritten Signature]
Vallie M. Ferraraccio
Director of Purchase

1/21/15
DATE



County of Erie

CHRIS COLLINS
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 1st day of January, 2011

by and between Cascades Recovery, Inc.(formerly Metro Waste Paper Recovery US, Inc.)

of 3241 Walden Ave., Depew, NY 14043

hereinafter referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

On: April 17, 2009 at 2:00pm

for: Paper recycling for Erie County

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum

of 35% to Erie County for Paper Recycling and \$.09/lb. for shredding,

was the highest responsible bid submitted; and

WHEREAS, a contract was awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 290154-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum, for a period through December 31, 2012 under the same prices, terms and conditions as the original statement, which is attached hereto and made a part hereof.

_____ XXX _____ Paid monthly upon presentation of invoices.

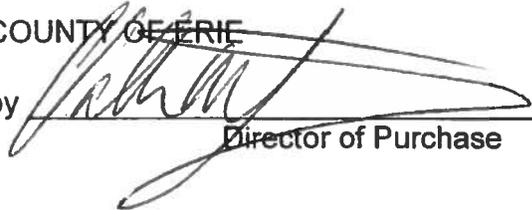
_____ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

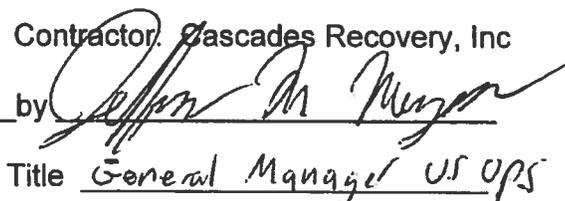
COUNTY OF ERIE

by


Director of Purchase

Contractor: Cascades Recovery, Inc

by


Title General Manager US OPS

APPROVED AS TO FORM



Assistant County Attorney
County of Erie, New York

4/19/12

_____ (date)

Document No.: 12-347-Pu



COUNTY OF ERIE

**CHRIS COLLINS
COUNTY EXECUTIVE**

DIVISION OF PURCHASE

INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. **FAX bids are unacceptable.** Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: George Stipanovich, Jr., Buyer 716-858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: 290154-002

OPENING DATE: APRIL 17, 2009 TIME: 2:00 PM

FOR: PAPER RECYCLING FOR ERIE COUNTY

NAME OF BIDDER: METRO WASTE PAPER RECOVERY US INC

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- EXHIBIT "A" - Assignment of Public Contracts
- EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- EXHIBIT "E" - Bid Bond (Informal Bid)
- EXHIBIT "F" - Standard Agreement
- EXHIBIT "G" - Non-Collusive Bidding Certification
- EXHIBIT "H" - MBE/ WBE Commitment
- EXHIBIT "IC" - Insurance (**CLASS "A"**)
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 14 day of April, 2009

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME METRO WHITE PAPER RECOVERY US INC

ADDRESS 3241 WALDEN AVE

DEPEW NY ZIP 14043

AUTHORIZED SIGNATURE [Signature]

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE MATERIAL RECOVERY TELEPHONE NO. 716 570 3955
SPECIALIST

SPECIFICATIONS

A. Purpose

Erie County (the County) requires the services of a qualified paper recycling firm to collect and recycle waste paper and cardboard generated at multiple County office locations. The purpose of the contract is to provide the County offices the means, equipment, and resources to effectively and efficiently recycle waste paper from office operations, to eliminate paper from the regular sanitary waste stream, and to generate revenue from recyclable paper and cardboard waste recovery.

The County intends to contract with a fully-approved and licensed recycling collection firm (herein after referred to as the Contractor), that has all the necessary qualifications, commercial licenses, and approvals to collect and transport recyclables to an appropriate end market. Appropriate end markets do not include incineration or landfills. The Contractor will be responsible for providing and maintaining recycling containers for office paper collection, will provide regular and secure methods for waste paper pickup and transport, will provide data and reports to the County, will provide Certificates of Destruction, will maintain accurate records, will provide an effective method of waste stream measurement, will remit payment for recycle revenues, and will provide technical support to promote program efficiency and effectiveness. There will be no cost incurred by Erie County, other than for shredding of sensitive documentation as defined herein, as a result of implementation of this contract. This contract will be in effect for a three-year term.

B. Project Description

1.0 Locations

The County will require waste paper pickup at multiple government office buildings. Specific locations are listed in "Attachment A" included herein and incorporated as part of this bid specification.

2.0 Target Materials

The materials to be collected may include, but are not limited to: office paper, magazines, catalogs, advertisements, newspaper, glossy color inserts, phone books, undeliverable mail, computer paper, boxboard, manila folders, cardboard, ledger paper, newsletters, envelopes, etc. The County may add or delete materials through a modification of this contract.

3.0 Recyclables Generated

The County has historically generated 30 to 50 tons per month of waste paper recyclable materials from the listed office locations. Erie County does not guarantee any specific number of pounds/cardboard that will be generated on a monthly basis.

C. Scope of Work

1.0 Contact

The contractor is to appoint a primary contact representative responsible for expediting the services provided by this contract and to serve as liaison to the County. The contractor is to provide the name and all pertinent contact information for the primary representative.

2.0 Equipment

The contractor is to provide and maintain all necessary equipment, facilities, labor, and services necessary for collection, transportation and delivery of contracted recyclables. A list of available equipment to be used in the delivery of contracted services (i.e., vehicles) and a description of facilities, including operating locations, is to be provided as part of the response to this bid.

3.0 Containers

The contractor is to provide adequate, newly washed, 90-gallon totes to all collection locations listed in Attachment A. A sufficient number of totes are to be provided by the contractor to, as a minimum, provide one tote for each floor of each listed building on the attached list. The actual number and location of totes will be determined by mutual agreement between the County and contractor to facilitate the efficient collection of recyclables. The contractor is to maintain cleanliness, appearance, and operability of all totes. The County will require that approximately 75% of the paper-recycling totes be lockable and tamper free for sensitive or confidential materials. These totes must be provided with the same keyed locks. A sufficient number of keys must be provided to the County for use in case of emergency.

The contractor is to provide a sufficient quantity of plastic recycling bins to be used in office areas on each floor for the purpose of collecting paper to be deposited into the totes.

Approximately three hundred 90-gallon totes and four thousand plastic bins will be needed to meet the needs for the service.

4.0 Pick-up

4.1 Schedule

The contractor is required to pick up recyclables on a regular schedule as determined by mutual agreement between the County and the contractor. At a minimum, the contractor will be required to pick up recyclables at each location weekly. At certain locations, storage restrictions and paper volumes may necessitate more than one pickup per week. Pickups must be scheduled during regular business hours (Monday through Friday, 8am to 3pm). The contractor is to develop and submit, subsequent to award, a schedule of days and times for collection at each location. The contractor will be required to provide pickup service regardless of market conditions or demand for materials.

4.2 Location

The County will place filled totes/cardboard bundles at a mutually agreeable pickup location (i.e., the loading dock or front entrance) at each service site. The contractor must contact the designated County personnel assigned at each building location being serviced at the time of pickup. The contractor will be provided access to freight elevators and loading docks to accommodate removal of recyclables.

4.3 Pickup Receipt

The contractor is to provide the designated County personnel with a receipt at the time of pickup. The receipt must be signed by both the contractor and County designee and must clearly show the number and the weight of each tote picked up. The contractor, as part of the response to this proposal, is to propose a method of weight determination and documentation for payment purposes where on-site weighing is not available.

4.4 Special Pickup

Additional pickups may be required on an infrequent basis due to moving or a special event. The contractor will be notified by the County a minimum of one week in advance when additional or unscheduled pickups are required.

5.0 Records

The contractor is required to keep adequate records of all pickups and materials collected during the duration of this contract. The records must be available for review by the County upon request.

5.1 Reports

The contractor is required to provide reports to the County on a quarterly basis showing date, time, location of pickups, quantity of materials, and payments for recycled materials. In addition, the reports are to identify any problems incurred in the collection of recyclables or information regarding rejected/contaminated materials. The reports are to be sent to Michelle Mazzone at the address listed above.

6.0 Confidentiality

The contractor must ensure that all reasonable care is given to the security and confidential nature of paper generated by the County by not allowing scrutiny of said paper prior to recycling. The contractor is required to make every effort to ensure the paper submitted for recycling is not made public or released into the environment, in whole or in part, as a result of mishandling or non-containment of recycled materials. The contractor shall not use, allow access to, or offer for resale any papers, file record material, or any other form of records contained in the material. The contractor must provide, as part of the quarterly reports (Section 5.1.) or as required by the County, Certificates of Destruction for each collection point and pickup.

6.1 Shredding

As a bid option, the contractor is to provide a cost on a per pound basis for shredding of sensitive documents. Currently, no paper shredding is included in this contract; however, the contractor will be notified at the time of pickup of any materials deemed sensitive or confidential in nature that require shredding by the contractor. This may include up to 75% of the projected total paper generated by the County. The contractor is required to ensure the paper waste materials, deemed sensitive or confidential in nature, are secure prior to actual shredding. Documentation verifying the shredding of materials designated as sensitive or confidential shall be provided by the contractor in concert with, and in addition to, Certificates of Destruction.

7.0 Compliance

The contractor must have in its possession, and provide copies of, all permits, licenses, and approvals to comply with all Federal, State, and local laws and regulations to provide the services specified herein. All documents must be kept current for the duration of the contract.

8.0 Contamination

When bidding this contract, the contractor should consider the possible cost of contaminant and residual disposal. The County will not be liable for any or all incidental disposal costs incurred as a result of this contract. Any materials deemed unacceptable due to contamination will be documented on the receipt at the time of refusal and will be so noted in the quarterly report.

9.0 Marketing

All materials collected under this contract must be used or sold as recyclable materials to end-users. This material may not be incinerated or landfilled. End users must be identified in this proposal. This information shall remain confidential, presuming that it is submitted under separate cover and is clearly marked "CONFIDENTIAL."

10.0 Payment

The contractor is to provide payment to the County for recyclable materials. In part, the basis for the award will be the percentage to be paid to the County of the published price for recyclable materials as printed in the Official Board Market Yellow Book at the first of each month. All payments are to be made by check payable to "County of Erie, Division of Purchase" and delivered to the Director of Purchase, Erie County Purchase Division, 95 Franklin Street, Buffalo, NY 14202. Payment for recycled materials must be provided by the 15th of the month following pickup of materials. Payment must include a statement showing location, weight, and type of materials received along with a copy of the Official Board Market Yellow Book page showing the published price for each at the beginning of the month in which the pickup was made.

11.0 Bid Response

For consideration of award, a complete response must be submitted. Erie County reserves the right to reject any or all bid responses without cause. A complete bid package must contain the following:

11.1 Price Quotes

For consideration, contractors must provide, as a minimum, a response to the base bid as defined in 11.1a, and provide a quote for the alternative bid request as defined in 11.1b

11.1a Base Bid

The contractor must provide a percentage quote for payment to the County based upon the Official Board Market Yellow Book prices. Percentage for consideration by the County shall include:

- a. Mixed Office Paper 35 %
- b. Sorted Office Paper (SOP) 35 %
- c. Shredded Sorted Office Paper (SSOP) 35 %
- d. Cardboard 25 %

The contractor must provide, as an option, the cost per pound of shredding of mixed office paper.

- e. Paper Shredding \$ 0.09 /pound

11.1b Alternative Bid

In recognition of the expenses incurred by the contractor for collection services specified in this contract, in addition to the base bid, an alternative bid may be submitted. In the alternative bid, the contractor may assign a value for their collection services. The contractor may then retain all recycle revenues up to the collection services value stated in the bid.

The contractor would then pay Erie County a percentage of the amount equal to the difference of the value of the recycled paper (according to Official Board Market Yellow Book prices) above the value of the collection services, if the value of the recycled paper exceeded the value of the collection services.

OTHER (DESK SIDE RECYCLING CONTAINERS) ADENDUM A

- a. Mixed Office Paper _____%
- b. Sorted Office Paper (SOP) _____%
- c. Shredded Sorted Office Paper (SSOP) _____%
- d. Cardboard _____%
- e. Collection Services Value \$ _____

11.2 Qualifications

The contractor must be a firm with a minimum of three (3) consecutive, current years of doing business in the collection, removal, and recycling of waste office paper and cardboard.

11.3 References

The contractor must provide at least three references, including names and contact information, of business or government offices for which such service has been provided in the last twelve (12) months.

11.4 Insurance

The contractor must provide copies of documentation of insurance as specified in this bid solicitation as per the requirements of Erie County Standard Insurance Classification _____.

11.5 Permits

The contractor must provide copies of all permits, licenses, and approvals necessary to provide the services specified herein.

11.6 Subcontractors

The contractor is to identify any and all subcontractors that may be utilized in the performance of the services specified herein. All subcontractors will be responsible for meeting the requirements of this bid solicitation as the primary contractor.

11.7 Recycling Methods, Locations, and Equipment

The contractor is required to submit information on the recycling methods and locations which will be utilized by the contractor in providing this service. The County reserves the right to inspect, at its discretion, the locations and facilities utilized by the contractor. The contractor is also to provide a list of equipment, including transport vehicles, to be used in providing these services.

11.8 Tote Weighing

The contractor is required to propose a procedure for insuring accurate determination and documentation of the weight of paper received where on-site weighing of individual totes is impossible or impractical.

12.0 Termination

In addition to Paragraph 29, Page 5 of 6, of the Instructions to Bidders, either party may cancel this agreement upon thirty (30) days prior written notification.

County Executive

Contact: 858-8500
95 Franklin St
Buffalo, NY 14202
Floors: 16

Legislature

Contact: 858-8898
25 Delaware Avenue
Buffalo, NY 14202
Floors: 7

Department of Social Services

Contact Person: 858-7511
95 Franklin St
Buffalo, NY 14202
Floors: 1, 2, 3, 4, 7, 8, 11, 12 & Sub-basement

290 Main St
Buffalo, NY 14202
Floors: 3, 4, 5, 7, 8, 10

478 Main St.
Buffalo, NY 14202
Floors: 1, 2, 3, 4, 5, 6

608 William St/Jesse Nash
Buffalo, NY 14206

1500 Broadway/Gajewski Center
Buffalo, NY 14212

609 Ridge Rd/STRIDE Office
Lackawanna, NY 14218

**Department of Public Works
Highways and Buildings & Grounds**

Contact: 858-8376
95 Franklin St.
Buffalo, NY 14202
Floors: 14, Basement & Sub-basement

Erie County Home
11580 Walden Ave
Alden, NY 14004
937-5685

Environment & Planning

Contact: 858-6716
95 Franklin St.
Buffalo, NY 14202
Floors: 9 & 10

Div. of Sewerage Management

Contact: 858-8301

95 Franklin St.
Buffalo, NY 14202
Floors: 2, 9,10

Erie County Health Department

Contact: 858-6976
95 Franklin St
Buffalo, NY 14202
Floors: 2 , 8, 9

Erie County Public Health Laboratory
462 Grider St Bldg BB
Buffalo NY 14215
(Located behind Erie County Medical Center)

Board of Elections

Contact: 858-8772
134 West Eagle
Buffalo, NY 14202
Floors: 2 & 3

Erie County Central Library

Contact: 858-7185
1 Lafayette Square
Buffalo, NY 14203

Central Police Services

Contact: 858-6365
45 Elm Street
Buffalo, NY 14203

Erie County Clerk

Contact: 858-8867
25 Delaware Ave.
92 Franklin St.
Buffalo, NY 14202
Floors: 1

Erie County Probation Department

Contact: 858-8205
One Niagara Plaza
Buffalo, NY 14202

Veteran's Services

Contact: 858-6363
95 Franklin St.
Buffalo, NY 14202
Floors: Rm. 1659

Emergency Services

Contact: 858-6578
95 Franklin St.
Buffalo, NY 14202
Floors: Rm. 1351

Stop-DWI

Contact: 858-6848
134 W. Eagle St.
Buffalo, NY 14202
Floors: 5

Senior Services

Contact: 858-6046
95 Franklin St.
Buffalo, NY 14202
Floors: 13

Contact: 858-6758
95 Franklin St.
Buffalo, NY 14202
Floors: Rm. 270

Budget /Finance

Contact: 858-8515
95 Franklin St.
Buffalo, NY 14202
Floors: 16

Real Property

Contact: 858-4844
95 Franklin St.
Buffalo, NY 14202
Floor 1

Personnel

Contact: 858-8484
95 Franklin St.
Buffalo, NY 14202
Floors: Rm. 604a

Information & Support Services

Contact: 858-4940
95 Franklin St.
Buffalo, NY 14202
Floors: 15 (Administration)

Contact: 858-6893
95 Franklin St.
Buffalo, NY 14202
Floors: 15 (Data Center)

Contact: 858-6387
95 Franklin St.
Buffalo, NY 14202
Floors: Sub-Basement (Print Shop)

Contact: 858-6687
95 Franklin St.
Buffalo, NY 14202
Floors: 15 (Graphics Copy Center)

Comptroller's Office

Contact: 858-8400
95 Franklin St.
Buffalo, NY 14202
Floors: Rm. 1100

Parks, Recreation & Forestry

Contact: 858-8353
95 Franklin St.
Buffalo, NY 14202
Floors: Rm. 1359

Division of Purchase

Contact: 858-6315
95 Franklin St.
Buffalo, NY 14202
Floors: Rm. 1254

Youth Services

Contact: 858-8211
One Niagara Sq
Buffalo, NY 14202

Contact: 858-8116
134 W. Eagle St.
Buffalo, NY 14202
Floors: Rm. 515

Commission on the Status of Women

Contact: 858-8307
95 Franklin St.
Buffalo, NY 14202
Floors: Rm. 1655

Dept. of Mental Health

Contact: 858-8531
95 Franklin St.
Buffalo, NY 14202
Floors: Rm. 1237

Erie County Sheriff

Contact: 858-7412
10 Delaware Ave.
Buffalo, NY 14202