

## Tooele County Division of Solid Waste

Primary Business Address  
2830 South Bauer Road  
47 South Main  
Tooele Utah 84074

Phone: 435-843-4782  
Fax: 435-833-0355  
E-mail: [rworthey@co.tooele.ut.us](mailto:rworthey@co.tooele.ut.us)



### Proposal for reduction

This Proposal is for a Recovery System at the Tooele County Solid Waste Landfill and Transfer Station at 2830 South Bauer Road. The Proposal if approved will Reduce Trucking Cost, Tipping Fees, Generate funds for operation expense, Reduce green house gas. Reduce fuel use. For Tooele County.

(1) ACTION EQUIPMENT 269,111.00 10o/o Down, 30 o/o in 45 days, 50 o/o prior to shipment and 10 o/o after installation. Provide 340 gal hyd oil and field elect. Lease Amount 3,617.84 per mo.

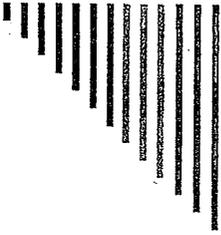
(2) MACO IMPORTS & EXPORTS INC. 500,000.00 All responsibility of equipment on Tooele County. Used equipment not set up for our Operation

(3) The Pro Recycling Group/ Interwest Paper/ Pro Bailer Services/ Pro Polymers. 736,500.00 American 2 Ram Bailer and complete Summit Equipment Feed Conveyors and Sort Conveyors to include Eddy Current . Fixed interest rate of 5.35 o/o. Pro Recycling Group will buy all Recoverable materials recovered by Tooele County Solid Waste.

After reviewing all equipment It is My recommendation that we go with the Pro Recycling Group it will give us the best opportunity to succeed in our recovery efforts. Your time and consideration on this is greatly appreciated.

Ralph Worthey

Director: Solid Waste



## Tooele County Division of Solid Waste

Primary Business Address  
2830 South Bauer Road  
47 South Main  
Tooele Utah 84074

Phone: 435-843-4781  
Fax: 435-833-0356  
E-mail: [rworthey@cotooele.ut.us](mailto:rworthey@cotooele.ut.us)



### Recovery System

The following information is provided by The Pro Recycling Group out of Murray Utah.

I have talk with three major Recycling Companies, and this is the very best offer I have received. This offer If accepted will make Tooele County the Leader in Recycling and Recovery Systems. Will Increase revenue for the County and Reduce Cost in Landfill Operation's. for Tooele County.

If this project is approved, It will give Tooele County Solid Waste the Opportunity to work with other Recyclers in the County and the State to work together and reduce our landfill waste, and greenhouse gas in Tooele County, It will open new door's for Grants, to continue improving our Recovery system, and Landfill Operation in Tooele County.

Lets make Tooele County the First place to Recover and Recycle not the last.

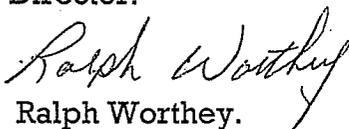
On the last page of this request is a chart showing the worst case in the recovery process, if we were to only recovered 10 percent of available material we would exceed our required monthly payment, we expect by the end of the first year doing at least 30 percent.

This will also replace our current Bailer, With an American Bailer that we can get parts for, As you know that Bailer we are not able to get parts for.

Your time and consideration on this project is greatly appreciated

Thank you.

Director:

  
Ralph Worthey.

Equipment contract  
Smokey Peck  
to:  
rworthy  
01/24/2011 01:54 PM  
Cc:  
jeff, jim, ray  
Show Details

Hello Ralph,

We have been working on this last week and wanted to run it by you as a draft.

What it says is we will provide all the equipment that we quoted, baler, feed & sort conveyors, magnetic head pulley and eddy current. Also installation, electrical from your panels and 2 conveyor pits.

The county would have to hit a minimum payments of \$14,017.07 or make up the difference. We will be working with you to achieve this and exceed it.

As it stands right now we would keep 100% of your net proceeds to pay this off faster unless you want us to bank excess dollars to offset any bad months?

In short if the county was to receive \$20,000 in a given month, everything would go towards the pay off of the equipment or we could bank the difference depending on what way you feel the county needs to go. As you know the county will be saving on the other end but cutting the land fill and hauling costs.

Having said that we feel good about this program and know it will get your county to the goals it has set. Let us know your thoughts on this.

Thank You,

Smokey Peck

The Pro Recycling Group  
Interwest Paper / Pro Baler Services / Pro Polymers  
P: (801) 266-3610 Fax: (801) 266-3652  
[www.greenwisebusiness.com](http://www.greenwisebusiness.com)

## DRAFT / BALER/SORT SYSTEM SALES AGREEMENT

THIS AGREEMENT, Made this 1<sup>st</sup> day of February, 2011, between InterWest Paper, Inc., whose address is 317 West 6160 South, P.O. Box 57716, Murray, Utah 84157-0716 ("Seller") and Tooele County, whose address is 2830 South Bauer Road, Tooele, Utah 84074 ("Buyer").

### 1. *Sale.*

Seller hereby agrees to sell and deliver, and Buyer agrees to buy, receive and pay for the following described personal property, hereafter referred to as the "Baler and Sort System":

1 – American 2-Ram Baler and complete Summit Equipment Feed Conveyors and Sort Conveyors per Quote, to include Eddy Current.

### 2. *Consideration.*

Buyer agrees to pay Seven Hundred Thirty Six Thousand Five Hundred dollars and 00/100 (\$736,500.00) plus interest and is to be financed by InterWest Paper; this price includes the Baler, 2 Feed Conveyors, 2 Sort Conveyors with 6 Bunkers, 2 Discharge Conveyors, 1 Eddy Current, 2 conveyor Pits, Electrical freight charges, and installation at Buyer's facility located at 2830 South Bauer Road, Tooele, Utah 84074. Beginning on the date of delivery of the Baler and Sort System, interest on the principle balance shall be based on a fixed interest rate of (5.35%).

### 3. *Terms of Payment.*

Beginning at the time of delivery and continuing for a period of sixty (60) months, Buyer shall pay Seller each month a minimum of Fourteen Thousand Seventeen dollars and 07/100 (\$14,017.07). Buyer authorizes Seller to deduct the monthly payment from all available proceeds from the sale of the old corrugated containers ("OCC"), Old Newspaper (ONP), Mixed Paper (MIX) Plastics 1-7, Tin cans, Steel cans and Aluminum Cans (UBC's) generated by Buyer's facility, with 100% of the net revenue to be credited toward the total purchase price of the baler and sort System. The OCC referred to in this paragraph shall consist of all air-dry cartons, cases and corrugated boxes sold by Seller as Buyer's agent and broker. The term "all available proceeds" shall refer to the proceeds from the sale by Seller of Buyer's OCC and other materials listed above less freight charges, brokerage fees, and all other expenses incurred in the sale of the OCC and other recycling materials. In the event that the Buyer does not ship sufficient Fiber, Plastic's, and Metals to cover deductions, Seller will invoice Buyer and Buyer agrees to pay on a Monthly basis the difference between the amount deducted and the minimum payment due.

**4. *Delivery and Installation.***

Seller estimates that the Baler and Sort System will be shipped to Buyer within seventeen (17) weeks after execution of this Agreement. The parties acknowledge, however, that matters beyond Seller's control may cause delay in shipment. The Baler and Sort System shall be delivered and installed at the Buyer's facility located at 2830 South Bauer Road, Tooele, Utah 84074. The Baler and Sort System shall be deemed received by Buyer when delivered. Seller shall install the Baler and Sort System within two (2) weeks of delivery unless Buyer requests a delay in writing. Buyer is responsible to supply the necessary 3 phase electrical circuit, with quick disconnects, to within 30 feet of the units prior to installation.

**5. *Security.***

Buyer hereby grants to Seller a security interest in the Baler and Sort System as evidenced by a UCC-1 statement which Buyer agrees to execute. Upon full payment of the consideration described above, including all interest and expenses due at any time under the terms of this Agreement, the UCC-1 shall be canceled and returned to Buyer.

**6. *Risk of Loss.***

The risk of loss from any casualty to the Baler and Sort System, regardless of the cause, shall be on Buyer after delivery.

**7. *Warranty.***

Seller extends to Buyer all warranties relating to the Baler and Sort System that Seller receives from any other party, unless otherwise prohibited. Seller extends no other warranties, and specifically disclaims any warranties of merchantability, fitness or performance. Further, the parties agree that Seller shall not be liable for any consequential, indirect or incidental damages.

**8. *Indemnity.***

Buyer agrees to defend, indemnify and hold harmless Seller, its officers, agents, employees and successors, from and against any and all liability, loss, damage, and claims of any nature, whether for personal injury or otherwise, arising out of the use or condition of the Baler and Sort System. The parties agree that Buyer's agreement to defend, indemnify and hold Seller harmless is a material term of this Agreement, without which Seller would not enter into the Agreement.

**9. *Maintenance, Repairs and Alterations.***

Buyer agrees to maintain the Baler and Sort System in good working order and make all necessary repairs in a timely manner at its sole expense, using only replacement parts recommended by the manufacturer of the Baler and Sort System or approved in writing by Seller. Buyer shall not make any alterations or additions to the Baler and Sort System without the prior written approval of Seller. Buyer shall not remove the baler and Sort System from the location at which it was installed by Seller without Seller's prior written approval. Seller can provide a preventative maintenance program if Buyer requests.

**10. *Taxes.***

Buyer shall pay all property taxes assessed against the Baler and Sort System, the use of the Baler and Sort System or this transaction, whether the taxes are billed to Seller or Buyer.

**11. *Default.***

In the event of any default hereunder by Buyer, Seller may, at its sole discretion, terminate this Agreement without prejudice to its right to collect any amounts then due and unpaid. Whether or not Seller chooses to terminate this Agreement, in the event of default Seller may take immediate possession of the Baler and Sort System without legal proceedings. Buyer shall be responsible for all costs incurred in connection with such repossession, including reasonable attorney's fees and costs of dismantling, removing and shipping the Baler and Sort System. Buyer's default shall be deemed a forfeiture of all payments previously made to Seller under the terms of this Agreement.

**12. *Non-Assignment.***

This Agreement is not assignable in whole or in part, by operation of law or otherwise, except upon written consent of Seller.

**13. *Entire Agreement.***

This Agreement is the final expression of Buyer and Seller with respect to the terms set forth herein. No other agreements or representations, written or oral, are intended to modify or be a part of this Agreement. Buyer and Seller may enter into other agreements with each other, but they intend this Agreement to stand alone as a separate transaction concerning a distinct subject matter. Any reference to any other agreement between the parties is included solely to accomplish the purposes of this Agreement and not to incorporate or merge any other agreement. This Agreement may be modified only in writing, signed by both parties.

**14. *Old Corrugated Containers, News Paper, Mixed Paper, Plastic's and Metals.***

Buyer agrees to process all available old corrugated containers (OCC) newspaper (ONP) mixed paper (MIX), plastic's 1-7's, Tin & Steel cans and Aluminum cans generated in the operation of the facility. Furthermore, Buyer agrees to process each type of material separately in order to retain full value of each individual material.

**15. *Special Provisions.***

No penalty will be imposed if Buyer should discontinue any item due to low value. Seller also agrees to conduct a monthly pricing review with Buyer regarding all fiber, plastics and metals pricing to insure best possible price.

**16. *Other Provisions.***

Tooele County agrees to offer for sale each load of material processed in the Baler and Sort System to Seller at a price equal to "WEST COAST MILL PRICING," or equivalent pricing as agreed by the parties, for a period of five (5) years from the date of this Agreement. At the culmination of the initial (5) year period, this Agreement will automatically renew from year to year upon the date of original inception, unless either party shall give written notice of termination by CERTIFIED MAIL to the other party at least thirty (30) days prior to the annual renewal date.

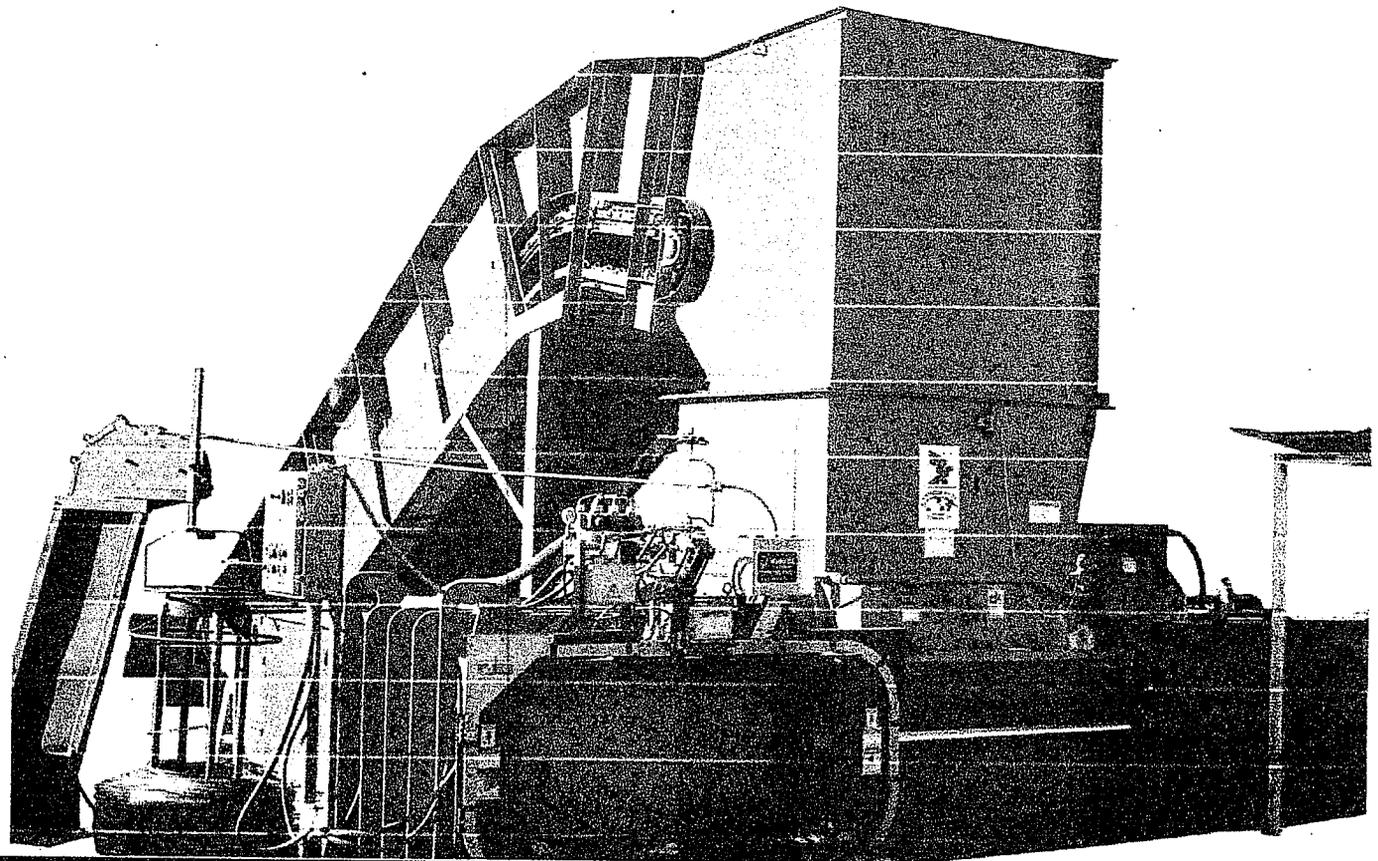
# RAM II NB SERIES

## BALERS



### KEY FEATURES

COMPRESSION FORCE:	117.8 TONS
RAM FACE PRESSURE:	UP TO 195 PSI
CYCLE TIME IN SECONDS:	AS FAST AS 11.5 (NO LOAD)
MAXIMUM WEIGHT OF BALER:	UP TO 56,800#
OPTIONAL STAMPER TO REDUCE/ELIMINATE SHEAR JAMS, ADJUSTABLE PLUNGER HOLD-DOWNS	



## AMERICAN BALER COMPANY

PH: 419.483.5790

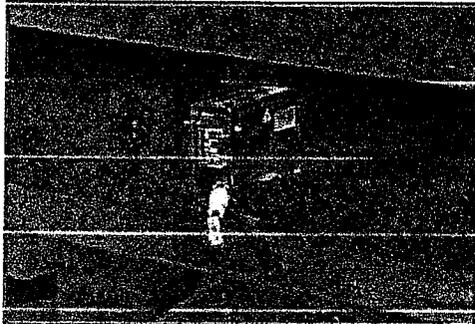
BELLEVUE, OHIO

EMAIL: [sales@americanbaler.com](mailto:sales@americanbaler.com) WEB: [www.americanbaler.com](http://www.americanbaler.com)

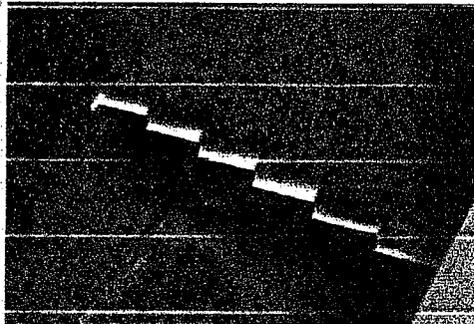


## SPECIFICATIONS RAM II NB BALERS

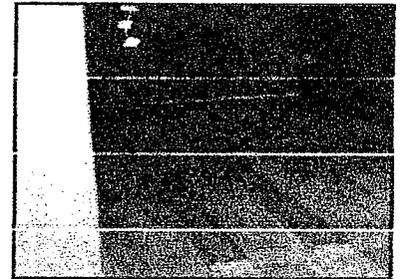
Revised 8/8/09  
Spec. #  
RAM II NB



Laser linear transducer provides precise platen control – eliminating need for proximity limit switches.



Unique tooth design reduces hydraulic shock and material jams.



Hi-Low floor reduces material from getting under the platen.

### SPECIFICATIONS

	4016	4020	4020XP	4020XB
Feed Opening		72" x 43"		85" x 43"
Charge Box Volume		53.6 cf		62.7 cf
Horsepower		50 / Twin 30 / 75 / Twin 50 / Twin 75		
Displacement (Dry)		6,980 cf /Hr to 20,460 cf/Hr		
Main Cylinder	9"		10"	
Compressing Force	190,850 #		235,620 #	
Ram Face Pressure	158 PSI		195 PSI	
Bale Size		30" h x 45" w x 54" l (min. 48", max. 60")		

### SPECIFICATIONS

	5020SP	5020XP	5020XB
Feed Opening	78.5" x 43"	85.5" x 43"	98.5" x 43"
Charge Box Volume	54.7	60 cf	68.6 cf
Horsepower		Twin 30 / Twin 50 / Twin 75	
Displacement (Dry)		9,515 cf/Hr to 21,430 cf/Hr	
Main Cylinder		10"	
Compressing Force		235,620 #	
Ram Face Pressure		195 PSI	
Bale Size		30" h x 45" w x 54" l (min. 48", max. 60")	

#### OTHER FEATURES:

- Unique serrated shear design reduces hydraulic shock.
- Floor lined with replaceable HARDOX 500 plate.
- Laser control on the compressing and eject platens, eliminating limit switches and the bale length wheel.
- Densely-packed bales that can weigh up to 1,800 pounds and measure up to 47 cubic feet in size.
- "Versa-Door" feature allows operator to eject an oversized bale or separate materials for grade changes.
- Outside adjustable hold down bars on compressing platens.
- Non-ferrous multi-height floor liners are standard.
- Built to all current ANSI and OSHA standards. 24-hour telephone hotline for service and technical support.

American Baler, in an effort to keep the product "efficient and up to date", reserves the right to modify these specifications without notice or liability to previously sold machines.

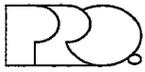




	<u>TPD</u>	<u>Recovery</u>	<u>Rate</u>	<u>Net Tons/Day</u>	<u>OCC</u>	<u>MIX</u>	<u>ONP</u>	<u>HD MILK</u>	<u>HD Color</u>	<u>PET</u>	<u>TIN</u>	<u>UBC's</u>	<u>Total</u>
	85.37	10%	8.54		1.93	1.90	1.90	0.09	0.07	0.15	0.09	0.07	Tons
					22.60%	22.30%	22.30%	1.10%	0.80%	1.80%	1.00%	0.80%	14.74
Total Project Costs:				\$ 736,054.00									
Monthly Payments:				\$ 15,000.00									
<u>Projected Revenue:</u>				\$ 17,415.68									
		<u>Estimated</u>	<u>Tons</u>	<u>Net Price/Ton</u>	<u>Projected</u>	<u>Revenue</u>	<u>Average Tons Per Month</u>						
OCC		42.45	\$	135.00	\$	5,730.10	House Hold						70.19
MIXED PAPER		41.88	\$	75.00	\$	3,141.13	Residential						1706.35
ONP		41.88	\$	85.00	\$	3,559.95	MSW						97.38
HDEPE NATURAL		2.07	\$	420.00	\$	867.69	Commercial MSW						158.67
HDEPE Color		1.50	\$	240.00	\$	360.60	Comm. MSW Misc.						186.99
PET		3.38	\$	440.00	\$	1,487.46							2219.58
TIN CANS		1.88	\$	120.00	\$	225.37	Average Tons Per Day of MSW						85.37
UBC's		1.50	\$	1,360.00	\$	2,043.38							
Totals		136.34	\$	127.55	\$	17,415.68							

Assumptions:

Net price per ton is estimated at or below market effective January 2011  
Revenue for 2010 with no sorting was \$46,368  
MSW Tons taken from Jan - Sept 2010 reports



## Pro Baler Services, Inc. Equipment Quotation

**Sold To: Tooele County**  
47 South Main Street  
Tooele, Utah 84074

**Ship To: Tooele County Transfer**  
2830 South Bauer Road  
Tooele, Utah 84074

Contact	Phone Number	Terms	Quote By	Date	
Ralph Worthey	435-843-4785	See Below	Smokey	01/05/11	
Quantity	Model #	Description	List Price	Net Price	
1	4020XP-75	<b>American Baler</b> Ram-II Auto-Tie Baler	\$213,500.00	\$ 213,500.00	
1	<b>Optional</b>	<b>Stamper</b> (Recommended) <i>See Spec. Sheet:</i>	\$ 20,000.00	\$ 20,000.00	
1	CB48-1012	<b>Summit Equipment</b> Chain Belt Baler Feed Conveyor to include: Variable Speed Hydraulic Chain Drive with Roller Chain. Automatic Chain Oiling. 48" Wide Multi-Ply Rubber Belting with Bolt thru Steel, Cleats & 10' Long in Floor Loading Section to be, approx. 10" below Grade and include Pit Skirting. 30* Incline with 36" Side Walls of 3/19 Material. 10' Head Height (Discharge) 10* Nose-Over with Idler Sprockets. Hinged Head and Lift able Tail for Pit Clean-Out to, include Safety Legs	\$ 56,346.67	\$ 56,346.67	
1	CB48-1017	<b>Summit Equipment</b> Chain belt Feed Conveyor to include, Variable Speed Hydraulic Chain Drive Pit Skirting Chain Oilers 10 HP Motor	\$ 69,965.33	\$ 69,965.33	
1	SO48-30	<b>Summit Equipment</b> Two Station Sort Conveyor 48" Wide Belt Four Platform Drop Chutes, Stairs & Handrail (4) 10' Bunkers	\$ 68,320.00	\$ 68,320.00	
1	SO48-48	<b>Summit Equipment</b> Double Sided Sort Conveyor 48" Wide Belt Six Platform Drop Chutes (3) 10' Bunkers & (1) 8' Bunker	\$ 135,416.00	\$ 135,416.00	



September 30, 2010

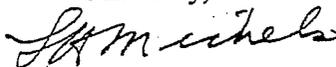
To: Tooele County of Solid Waste

From: Action Equipment Co  
LHM Equipment Co.  
Excel Equipment Co

We are forwarding you this Lease Proposal to add to the Equipment Proposal provided prior to this date. The Proposal is attached.

We have added this Lease Proposal to our original Quotation for all the equipment it takes to become active in the "Recycle" Business. This Lease Proposal could save you a substantial amount of money you can save on a yearly basis if you make a decision to purchase "Recycle Equipment" and become a major "Recycle Operator".

Sincerely,



L.H. Michels, on behalf of Excel,  
Action Equipment Co, &  
LHM- Equipment Co.

P.S, COST SAVINGS CALCULTION:

1. Purchase up-to-date Equipment to properly separate recycle material and properly bale and sell Recycle Material.
- 2 Eliminate a current cost of \$650,000 Annually to haul material to Dump Yard

**Tooele County Dept. of Solid Waste**

Attn: Ralph Worthy

47 S. Main

Tooele, UT 84074

Ph: 435-705-8450

Email: [rworthy@co.tooele.ut.us](mailto:rworthy@co.tooele.ut.us)

Ralph,

The Excel 2R9 Two-Ram, Auto Tie Baler will process (8) Tons per hour - OCC, and will process all other fibers, plastics, containers, & non ferrous.

**Equipment:**

New Excel 2R9 with tongue and groove floor & bale separation door	\$219,980.00
Oil Heater (recommended for startup temperatures below 40 degrees)	\$1,700.00
WYE- Delta soft start	\$3,420.00
Mobile command, baler remote control	\$2,616.00
230V 3-phase power components (460V 3-PH standard)	\$3,640.00
60" wide above ground rubber belt conveyor with 10' horizontal loading section	\$24,915.00
Installation & Training	\$4,260.00
Freight to Tooele, UT (3 truckloads)	\$8,580.00
<b>TOTAL</b>	<b>\$269,111.00</b>

**Available Option:**

60" wide steel belted above ground feed conveyor vs. the rubber belt add: \$67,061.00  
*Very heavy duty, with AP plated wear pads and rugged construction.*

**Customer's Responsibility:**

Hydraulic oil - 340 Gallons

Field Electrical, including an electrician to make the electrical connection

**Terms:** 10% down, 30% in 45 days, 50% prior to shipment, 10% after installation**Warranty:** 3 years structure, 2 years parts, 1 year labor

This pricing comes into effect November 1, 2010.

Let us know if you have any questions

Sincerely,

*Jeff Witkamp*

Sales Manager

Action Compaction Equipment

[jeff@actioncompaction.com](mailto:jeff@actioncompaction.com)



Northland Capital®  
EQUIPMENT LEASING

1000 PINE VALLEY BLVD



September 14, 2010

To: Greg Cannard

From: Gabe Jarnot

Reference: Lease Options for Tooele County Dept. of Solid Waste

Est. Lease Amount:	\$205,202
Term:	60 Months
Advance:	10% Down at Order (paid to Excel)
Monthly Payment:	\$3,617.84
Lease Factor:	.01763
Purchase Option:	\$1.00

All terms subject to credit review.

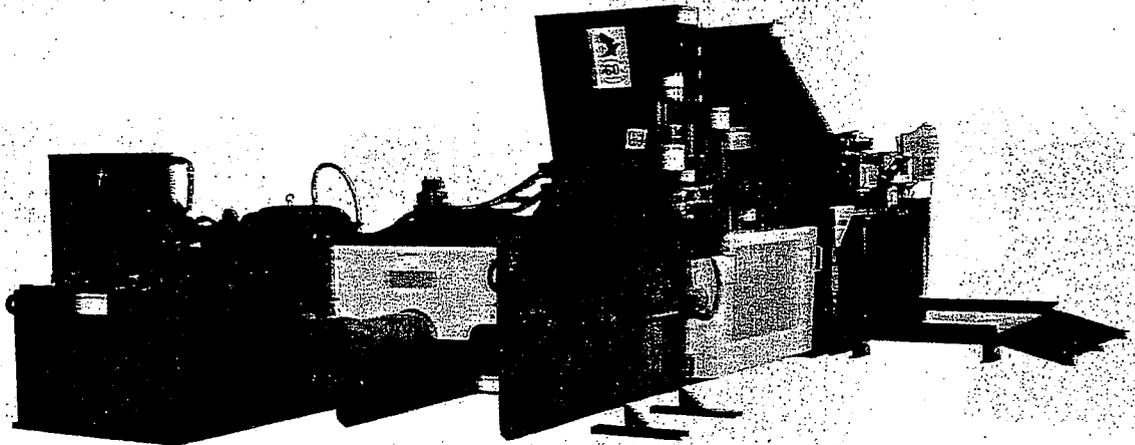
If you have any questions, or for other options you can reach me at 800-471-2122.

Thanks,

Gabe Jarnot  
Marketing Manager

# RAM II NB BALERS

Used successfully by: Non-Ferrous Scrap Processors • Paper/Stock Dealers • Distribution Centers  
 Recycling Centers • Trash Haulers



## A MID-PRODUCTION BALER WITH EXCEPTIONAL SPEED AND POWER

### Features such as:

Unique serrated shear design reduces hydraulic shock.

Floor lined with replaceable HARDOX 500 plate.

Laser control on the compressing and eject platens, eliminating limit switches and the bale length wheel.

SOLD AND SERVICED BY:

Densely-packed bales that can weigh up to 1,800 pounds and measure up to 47 cubic feet in size.

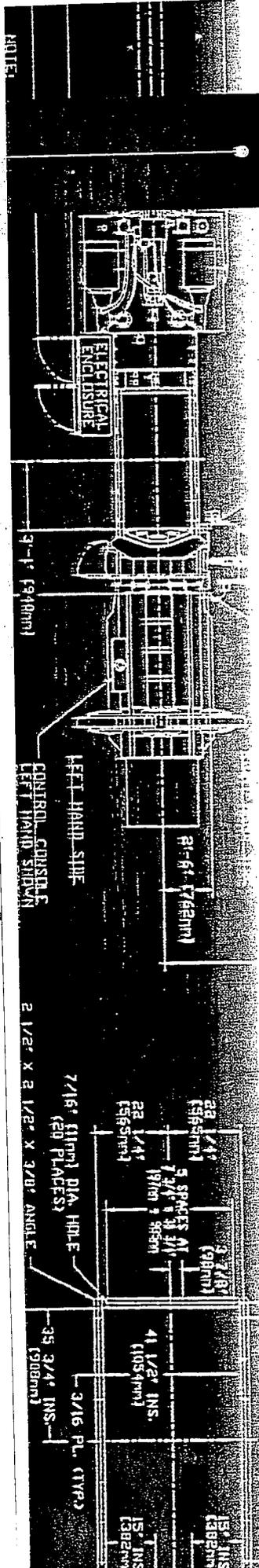
"Versa-Door" feature allows operator to eject an oversized bale or separate materials for grade changes.

Outside adjustable hold down bars on compressing platens.

Non-ferrous multi-height floor liners are standard.



THE AMERICAN BALER COMPANY • 800 East Center Street • Bellevue, Ohio 44811 • 1-800-843-7512 • Fax: 419-483-3815  
 E-mail: sales@americanbaler.com • For more information, visit American Baler on the internet at www.americanbaler.com



# The Pro Group

Pro Baler Services, Inc.

InterWest Paper, Inc.

Pro Polymers, Inc.

A Full Service Recycling Group

# Pro Baler Services, Inc.

- Started in 1978
- Designs, Sells, Installs and Maintains Balers, Compactors, Conveyors, Sort Lines, and other Recycling and Waste Handling Equipment
- Carries Full Line of Baler Supplies
- Authorized Dealer for 8 Equipment Companies
- Custom Engineering and Fabrication

# InterWest Paper, Inc.

- Started in 1978
- Mill Direct Brokerage Company
- Baled and Loose Materials
- OCC, Film, Co-Mingled Materials
- Post Industrial and Post Consumer Materials
- Preferred Domestic and Overseas Buyers
- Recycling and Waste Consulting

# Pro Polymers, Inc.

- Started in 2006
- Located in Morgan, Utah
- Sorts, Grinds and Bales Industrial Plastics
- 2 Large Grinding Systems Handle Everything  
From Small Parts to Large Purge
- 2 Large Balers for Plastics and OCC
- Trans Loads and Ships Baled and Ground  
Materials

# One Stop Shopping

With the Pro Group, Tooele County can have one company design, purchase and maintain all types of recycling equipment needed to achieve recycling goals.

# One Stop Shopping

InterWest Paper has over 230 customers that we help market all types of Fiber and Plastics throughout the west.

These customers include all types of Manufacturing, City & County Waste Facilities, Non Profit Recycling Centers and the Food industry.

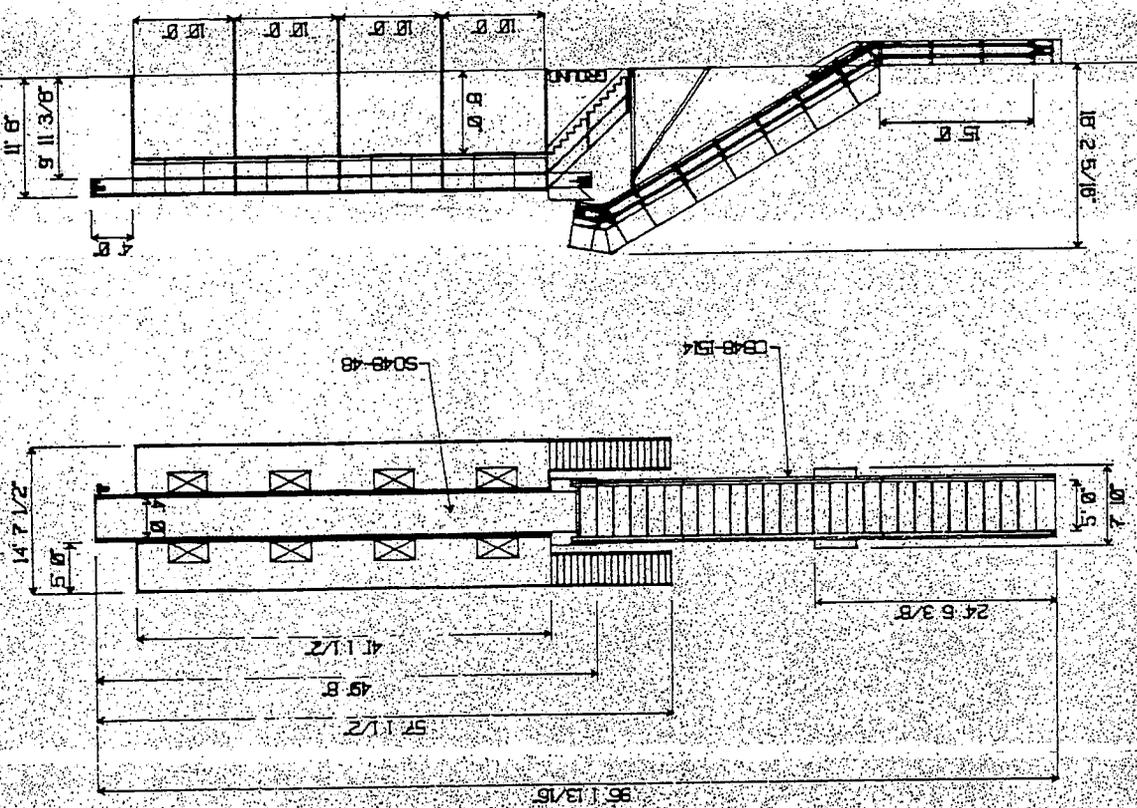
**“Types of recycling equipment  
for your facility”**

**Proposed Draft “Sort Line and  
Baler with pictures of systems  
we have installed” .**

**SUMMIT**  
EQUIPMENT INC.  
POST FALLS, ID 83854-9413

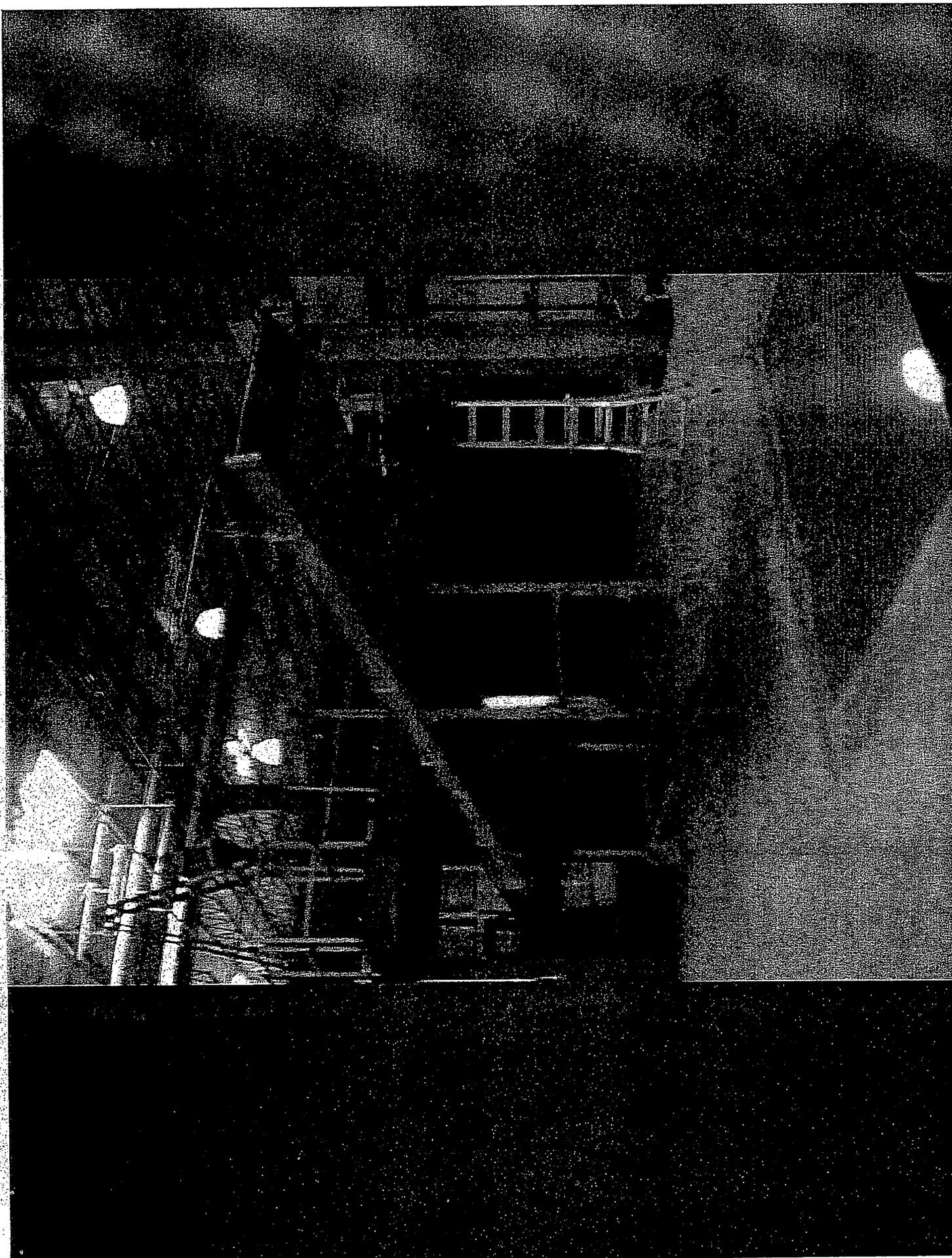
PROPRIETARY: NEITHER THIS DOCUMENT NOR THE INFORMATION CONTAINED THEREIN MAY BE REPRODUCED OR DISCLOSED TO ANYONE WITHOUT WRITTEN PERMISSION OF SUMMIT EQUIPMENT INC.

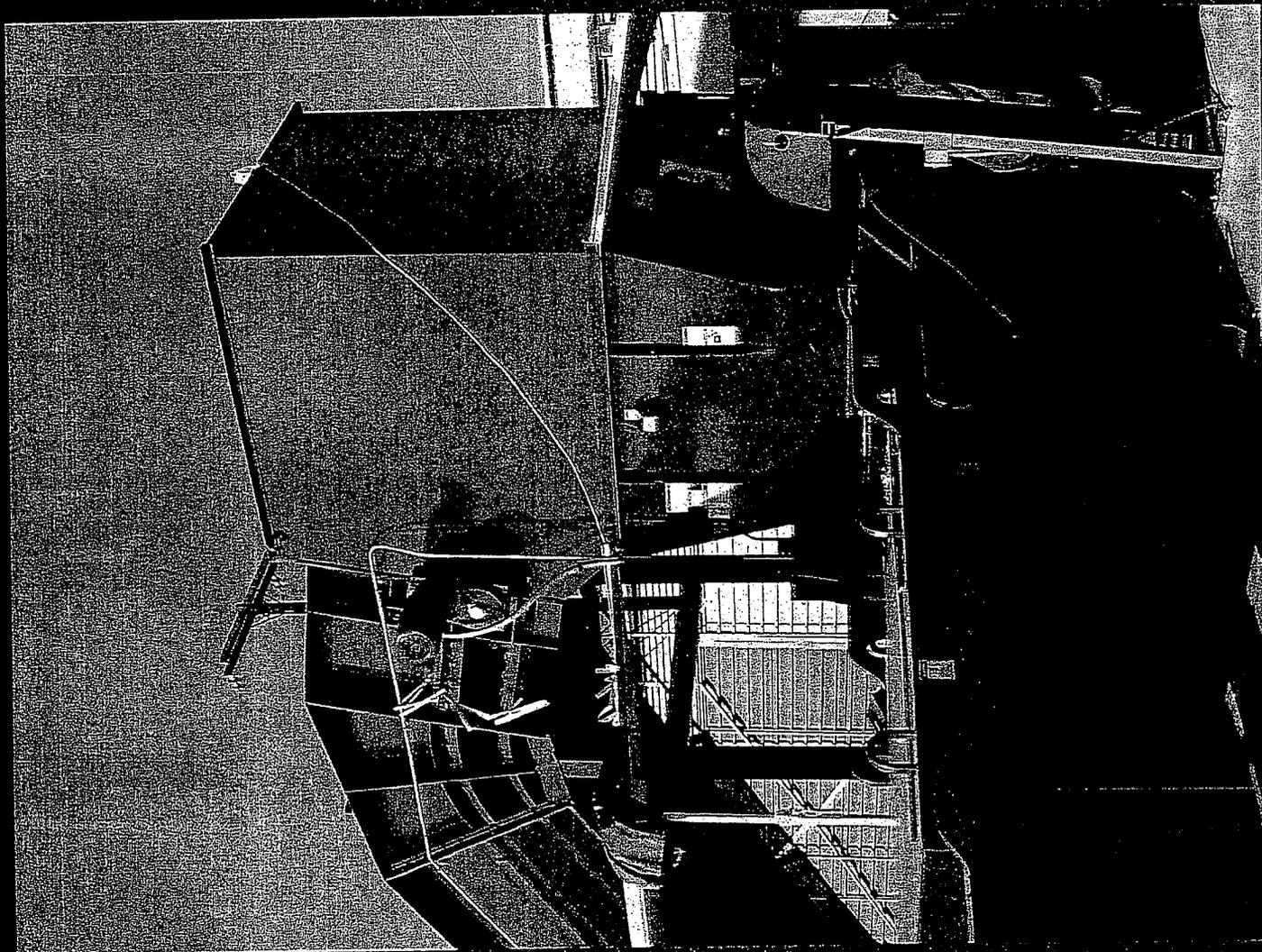
DRAWING #: CUSTOMER  
TITLE: SORT SYSTEM  
DRW: DMP DATE: 0-13-0

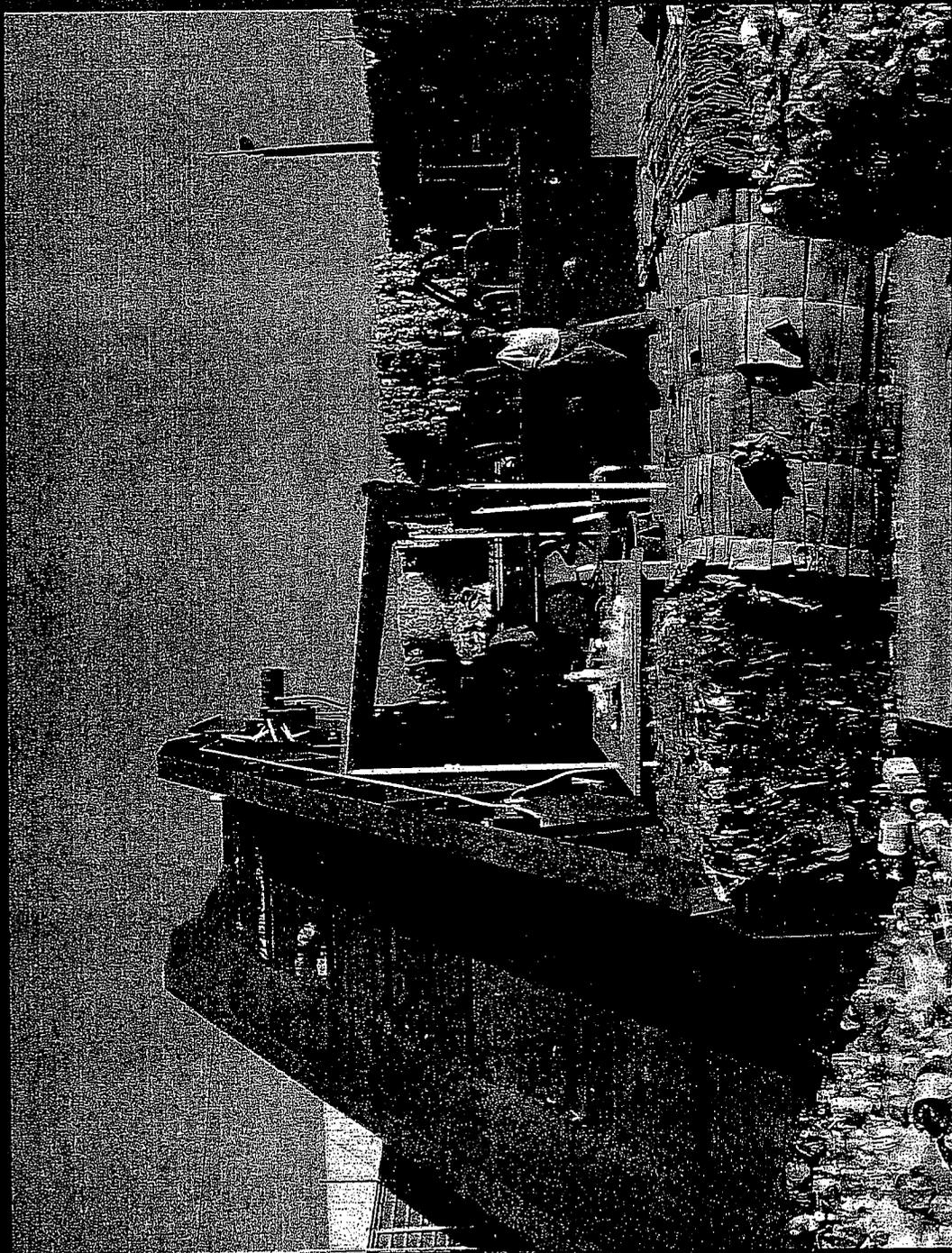


NOTE: DUE TO CONTINUING PRODUCT IMPROVEMENTS, SPECIFICATIONS ARE SUBJECT TO CHANGE









# Pro Group Advantages

All Service and supplies can be provided to Tooele County without ever having to issue a purchase order or cut a check to either company. All expenses related to your recycling program are directly deducted by

InterWest Paper from your material proceeds, eliminating any accounting expenses for Tooele County.

# Equipment Costs

Until exact needs are identified we estimated total cost for all new 2-Ram baler with in-ground feed conveyor and 6-8 man sort line that includes additional in-ground feed conveyor.

Estimated Cost of \$450,250.

# Estimated Recycling Tons

- Currently there is an estimated 110 tons per day being land filled.
- 30% of this could be recycled at start with new sort line, 33 tons per day.
- Long Term goal is 60-70% recovery, 66-77 tons per day.
- This does not include tonnage that is already being recycled in a low productive manner.

# Recycled Percentages

## Average composition on curbside:

Cardboard - 22.6% - \$120 per ton revenue.

News Paper & Magazines - 44.6% - \$85 per ton revenue.

Mixed Paper - 10% - \$75 per ton revenue.

PET - 1.8% - \$440 per ton revenue.

HDPE Milk Jugs - 1.1% - \$500 per ton revenue.

HDPE Color Jugs - .8% - \$120 per ton revenue.

Aluminum Cans - .8% - \$1,200 per ton revenue.

Tin Cans - 1% - \$95 per ton.

The balance of 17.30% considered mixed 3-7 plastics and residue.

# Proposed Services

- Financing for Future Equipment
- Equipment, Maintenance and Supply Services
- 60%-70% Recovery Goal
- Monthly Onsite Consultation on Progress

# Maco Import & Export Inc.

1820 S. Reservoir Street, Pomona, CA 91766

Tel : 909-868-0882 Fax : 909-868-0330

## Personal Guaranty

A) I, \_\_\_\_\_, and I, \_\_\_\_\_,  
herein after known as "guarantor" for in consideration of Tooele County Solid  
Waste (UT) , hereinafter known as "Tooele " purchasing one (1) Max - Pak Model  
HCE60FE-8 Horizontal Closed End Baler with Max-Pak 48" Wide Below Grade Pit Conveyor  
& one (1) Used REM sort system baler from Maco Import & Export Inc hereinafter  
known as "Maco" under the Agreement number MT-2010-101.

Guarantor(s) hereby personally / unconditionally guarantee and promise to pay Maco any  
obligations of Tooele under the Agreement #MT-2010-101. And Guarantor(s) hereby  
agree(s) to bind myself to pay Maco on demand any sum which may become due to  
Maco by Tooele whenever Tooele shall fail to pay the same.

Guarantor :

Signature ; \_\_\_\_\_ Witness \_\_\_\_\_

Print Name ; \_\_\_\_\_ Witness \_\_\_\_\_

CA Driver's License # \_\_\_\_\_

Guarantor :

Signature ; \_\_\_\_\_ Witness \_\_\_\_\_

Print Name ; \_\_\_\_\_ Witness \_\_\_\_\_

CA Driver's License # \_\_\_\_\_

merged into this Lease Agreement. No subsequent modifications or amendments to this Lease Agreement shall be effective unless in writing and duly signed by each of the parties hereto.

13. This Lease Agreement and all rights and obligations hereunder, including matters of constructions, validity and performance, shall be governed by the laws of the State in which the Equipment is located. If any provision of the Lease Agreement is declared invalid, the remainder of the Lease shall not be affected thereby, and each term and provision of the Lease shall be valid and enforced to the fullest extent permitted by law.

14. No waiver by either party with respect to any breach or default or of any right or remedy shall be deemed to constitute a continuing waiver of any breach or of any other right or remedy, unless such waiver is expressed in writing and signed by the party to be bound. No failure by the party to exercise a right or remedy available hereunder, or otherwise available under law shall constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms thereof.

IN WITNESS WHEREOF, Lessor and Lessee have caused the Agreement to be executed by their duly authorized representatives, in duplicate, as of the day and year first set forth above.

LESSOR: MACO IMPORT & EXPORT INC.

LESSEE:

By:

By:

Title:

Title:

Date:

Date:

- (k) Peaceably to surrender and return the Equipment to the lessor at the end of the term of this Lease, including in the event of termination pursuant to Section 10 hereof, without further notice, in as good order and condition as when received by Lessee, reasonable wear and tear excepted.
- (l) To perform all the obligations and duties herein imposed at the sole cost and expense of the Lessee, without cost, charge or contribution by the Lessor.
- (m) That the Equipment will be located and operated only at Tooele County Solid Waste located at 47 South Main Street, Tooele, Utah 84074 or such other location as may first be approved in writing by Lessor.
- (n) To pay all sales, use or similar taxes or levies assessed against the rental, use of ownership of the Equipment and to pay all personal property taxes assessed on the Equipment.
- (o) To pay all costs incurred by Lessor, if any, to deliver and install the Equipment in Lessee's plant unless the parties otherwise agree.
- (p) Notify Lessor of any event involving loss of or damage to the Equipment or any other matter which might result in a claim being brought against Lessor under the Agreement or in any way related to the Equipment as soon as possible after the occurrence of such event or Lessee learns of such possible claim, whichever is earlier.
- (q) To execute appropriate security agreements and Uniform Commercial Code instruments if so requested by Lessor.
6. For and in consideration for this Lease Agreement, Lessee covenants and agrees that it will and does hereby, protect, defend, indemnify and save harmless Lessor, its successors and assigns, and assumes full legal and financial responsibility and risk for:
- (a) Any and all loss or damage to any of Lessor's property; and
- (b) Injury to or death of Lessor's or Lessee's contractors, subcontractors, employees or agents; and
- (c) Injury to or death of any person and/or property damage to any person; in any manner resulting from or arising out of the use, operations, repair or maintenance of the Equipment for and during the term of this Lease.
7. Lessee shall not, without the prior written consent of the Lessor, assign the Lease or any part hereof, or sublease, assign or relinquish possession of the Equipment to any person.
8. All notices required or given hereunder shall be given in writing and delivered personally or by Registered or Certified Mail, Return Receipt Requested, or by overnight courier such as Federal Express, postage prepaid, and addressed as follows:

If to Lessor, to:

MACO IMPORT & EXPORT INC.  
1820 S. Reservoir Street  
Pomona, CA 91766  
Attn: Edmund Lam or Nancy Wu

If to Lessee, to:

Tooele County Solid Waste,  
47 South Main St., Tooele, Utah 84074  
Tel : (435) - 833-9520  
Fax : (435) - 833-0355

or to such other address as either of the parties may hereafter designate by notice sent in the manner set forth above.

9. All covenants, promises, representations and agreements herein contained shall be binding upon and inure to the benefit of the successors and permitted assigns of the respective parties hereto .
10. Upon failure to remedy any default of the terms hereof within twenty (20) days after written notice of said default by Lessor, Lessor may, in addition to any other remedies it may have at law or in equity, terminate this Lease and enter Lessee's premises and remove the Equipment. Lessee agrees to reimburse, indemnify and save Lessor harmless from any loss or expense incurred by Lessor in effecting such entry and removal, including all reasonable attorney's fees incurred by Lessor in connection therewith.
11. (a) Notwithstanding and provision herein to the contrary, the Lease Agreement shall terminate in the event and upon the termination of or default under the Purchase Agreement of the sole option of the Lessor. Otherwise, said Lease Agreement will remain in full force and effect under the conditions contained herein.
- (b) Termination of this Lease Agreement, for any reason including default or prepayment of rents may, at Lessor's sole option, terminate said Purchase Agreement.
12. This Lease Agreement and all exhibits hereto, constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter, it being understood that all other agreements, memoranda, correspondence and conversations between the parties hereto are terminated and

## LEASE AGREEMENT Number – MT-2010-101

THIS LEASE AGREEMENT (the "Lessor") is made and entered into as of the 10<sup>th</sup> day of June, 2010, by and between MACO Import & Export ("Lessor") and Tooele County Solid Waste ("Lessee"):

IN CONSIDERATION of the covenants and undertakings of the parties hereto and other good and valuable consideration, the sufficiency and receipt of which hereby acknowledged, Lessor and Lessee hereby agree as follows: Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment:

- a) one (1) Max – Pak Model HCE60FE-8 Horizontal Closed End Baler with Max-Pak 48" Wide Below Grade Pit Conveyor
- b) one (1) Used REM sort system (the "Equipment").

TO HAVE AND TO HOLD the Equipment hereby leased unto the Lessee for a term commencing on the 10<sup>th</sup> day of June, 2010, and terminating on the day of 9<sup>th</sup> day of June, 2015, ~ unless sooner terminated pursuant of the terms hereof.

2. It is understood and agreed that Lessee knows the condition of the Equipment and accepts the Equipment in "AS IS, WHERE IS, WITH ALL FAULTS" condition. LESSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS OF ANY PURPOSE OR A PARTICULAR PURPOSE. Lessee agrees that the Equipment shall be used exclusively to produce commercially acceptable Material pursuant to a certain Purchase Agreement, dated June 10, 2010, between the parties hereto (the "Purchase Agreement"), and for no other purpose. The Equipment may not be used to produce Material not purchased from Lessee by Lessor under the Purchase Agreement unless Lessor consents to such use.

3. During the term of this Lease, Lessee agrees to pay Lessor as monthly rent for the Equipment. \$ \_\_\_\_\_ per ton (2,000 lbs.) or \$ \_\_\_\_\_ per lb. for material produced or delivered by the Equipment and purchased by Lessor as Buyer under the Purchase Agreement, payable out of the monies due Lessee, as Seller, from Lessor, as Buyer, under the Purchase Agreement. Lessee shall pay Lessor no less than \$ 2,746.15 per month as minimum rent for the Equipment, notwithstanding that the sale of Material under the Purchase Agreement may result in a lesser amount being owed Lessee by Lessor.

4. Lessee acknowledges and represents that as of the date of this Agreement, Lessee is indebted to Lessor in the amount of \$ 130,000 (the "Debt"). At the end of each month during the term hereof, at the option of Lessor, any or all amounts owed to Lessee, as Seller, by Lessor, as Buyer, under the Purchase Agreement may be first credited against the Debt in reduction thereof. As of the last day of each month during the term hereof, the outstanding balance of the Debt, after taking into account all such credits, shall bear interest at the annual rate of two percent (2%) plus the reference rate announced from time to time by Bankers Trust Company at its Chicago, Illinois office.

5. Lessee consents and agrees for the term of the Lease as follows:

- (a) To pay the rent promptly and in accordance with the provisions hereof.
- (b) To obtain, pay for and maintain in full force and effect, fire and extended coverage insurance upon the Equipment for the full insurable value thereof which is \$130,000 with losses payable to Lessor in the event of any damage thereto or loss thereof. Lessee shall cause its insurance carrier to waive all rights of subrogation against Lessor, to the extent permitted by the insurance policy.
- (c) To obtain, pay for and maintain in full force and effect comprehensive general liability insurance (including products liability coverage) in an amount of at least \$500,000 per occurrence, combined single limits, and to cause Lessor to be named as an additional insured. Lessee shall cause its insurance carrier to waive all rights of subrogation against Lessor, to the extent permitted by the insurance policy.
- (d) To obtain, pay or and maintain in full force insurance in sufficient amounts to cover any and all claims arising out of or by virtue of any matter contemplated by the Lease (including the repair, maintenance, use and operation of the Equipment), including but not limited to claims for industrial or workers compensations, claims by employees of Lessee against Lessor and/or Lessee, and public liability and property damage claims. Employer's Liability coverage with not less than \$500,000 of limits. Lessee shall cause its insurance carrier to waive all rights of subrogation against Lessor, to the extent permitted by the insurance policy.
- (e) To furnish Lessor appropriate Certificate(s) of Insurance as evidence that the above insurance requirements have been met and complied with during the period that this Lease is in effect. Such certificate(s) shall provide that the insurance covered thereby may not be cancelled without thirty (30) days' prior written notice to Lessor. All insurance carriers must have a Best rating of "A" or better.
- (f) To comply with all Federal, State and municipal laws, statutes, ordinances, rulings and regulations in Lessee's use of the Equipment, and not to use the equipment in violation of such laws, statutes, ordinances, ruling and regulations.
- (g) To keep the Equipment in a clean, sound and sanitary condition and in good state of maintenance, repair and operation.
- (h) To make all ordinary and necessary repairs to the Equipment, including repairs and replacements caused by Lessee's use thereof.
- (i) Not to suffer any mechanic's or materialmen's lien or any other encumbrance, judgment or mortgage to attach to the Equipment by reason of the Lessee's acts, contracts or omissions and, should any lien, encumbrance, judgment or mortgage so attach, promptly to pay and discharge the same, including any and all costs, attorney's fees and other charges incidental thereto.
- (j) That the Equipment shall not be used except for the express purposes set forth in Section 2 of this lease.

**EQUIPMENT PURCHASE OPTION**

Dated: June 10, 2010

TO: Tooele County Solid Waste,  
47 South Main St., Toole, Utah 84074  
Tel : (435) - 833-9520  
Fax : (435) - 833-0355

RE: Lease Agreement Number Mt-2010-101 dated June 10, 2010, for :

- A) one (1) Max - Pak Model HCE60FE-8 Horizontal Closed End Baler with Max-Pak 48" Wide Below Grade Pit Conveyor
- B) one (1) Used REM sort system  
to be located at Tooele County Solid Waste . UT

ATTENTION: Mr. Ralph Worthey

By this letter, the undersigned grants you an option to purchase the Equipment, provided that, on or before June 1, 2010 both of the following shall have occurred: (1) you shall have complied and are continuing to comply with all terms and conditions of said Lease Agreement and the Purchase Agreement dated June 10, 2010, between you and the undersigned, and (2) you shall have paid all monies due to the undersigned, under said Lease Agreement. We confirm that there will be no prepayment penalty.

After both of the above conditions has been satisfied, if you timely elect to purchase the Equipment, the purchase price for the Equipment shall be One Dollar (\$1.00), payable upon transfer.

All notices hereunder shall be delivered to the undersigned at the address set forth below, or at such other address as the undersigned may from time to time specify in writing to you. Granting of this option shall not terminate a certain Purchase Agreement dated June 10, 2010, or other related agreements.

MACO Import & Export  
1820 S. Reservoir Street  
Pomona, CA 91766  
Attn: Edmund Lam or Nancy WU

BY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
TITLE: President

9. All notices required hereunder shall be given in writing and delivered personally or by Registered Certified Mail, Return Receipt Requested, or by overnight courier such as Federal Express, postage prepaid, and addressed to the Parties as Follows:

BUYER: MACO IMPORT & EXPORT INC.  
1820 S. Reservoir Street  
Pomona, CA 91766  
Attn: Edmund Lam or Nancy Wu

SELLER: Tooele County Solid Waste,  
47 South Main St., Toole, Utah 84074  
Tel : (435) - 833-9520  
Fax : (435) - 833-0355

or to such other address as either of the parties may hereafter designate by notice sent in the manner set forth above.

10. [ ] (Check if applicable). The parties acknowledge that contemporaneously with this Agreement, they are also executing a Lease Agreement of even date herewith whereby Buyer shall lease to Seller certain equipment (baler(s) and/or conveyor(s)). The parties agree that any or all amounts owed to Seller by Buyer under this Agreement may, at Buyer's option, be first credited against amounts owed by Seller, as Lessee, to Buyer, as Lessor, under the Lease Agreement.

11. This Agreement is binding upon and shall inure to the benefit of: the successors and assigns of the parties hereto.

12. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter, it being understood that all other agreements, memoranda, correspondence and conversations between the parties hereto are terminated and merged into this Agreement. No subsequent modifications or amendments to this Agreement shall be effective unless in writing and duly signed by each of the parties hereto.

13. This Agreement and all rights and obligations hereunder, including matters of constructions, validity and performance, shall be governed by the laws of the State of California. If any provision of the Agreement is declared invalid, the remainder of the Agreement shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

14. No waiver by either party with respect to any breach or default or of any right or remedy shall be deemed to constitute a continuing waiver of any breach or of any other right or remedy, unless such waiver is expressed in writing and signed by the party to be bound. No failure by the party to exercise a right or remedy available hereunder, or otherwise available under law shall constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms thereof.

IN WITNESS WHEREOF, Buyer and Seller have caused the Agreement to be executed by their duly authorized representatives, in duplicate, as of the day and year first set forth above.

BUYER: MACO IMPORT & EXPORT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SELLER: TOOLE COUNTY SOLID WASTE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of June, 2010, by and between Tooele County Solid Waste, ("Seller") and MACO IMPORT & EXPORT INC. ("Buyer").

IN CONSIDERATION of the covenants and undertakings of the parties hereto and other good and valuable consideration, the sufficiency and receipt of which hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Seller shall sell to Buyer, and Buyer shall purchase from Seller, Material generated or produced by Seller from its plant(s) located at 47 South Main St., Tooele, Utah 84074 (collectively "Material") in accordance with the quantity and quality specifications and on the terms and conditions herein provided.
2. The Material described and sold hereunder shall equal or exceed in quality the grade definition for the below stated grades as published in the most current Scrap Specification-Circular 1993 or subsequent revisions as published by the Institute of Scrap Recycling Industries Inc., located at 1627 K Street, N. W., Washington D.C. 20006. For grades not defined in that publication, the Material shall be defined by the publication known as \_\_\_\_\_ or as stated below. Loading shall be at Seller's expense and shall be in the form of: (check one)  Bales,  Carts,  Bins,  Other \_\_\_\_\_ adhering to the minimum quantities and freight requirements as stated below and in accordance with loading and shipping instructions furnished from time to time by Buyer to Seller.

### Description and Quantity of Materials:

<u>Material</u>	<u>Minimum Quantity Per Month</u>	<u>Truck or Rail Minimum</u>	<u>Minimum Bale or Other Unit Weights</u>
OCC WASTE PAPER			
PLASTIC			

Unless otherwise specified herein, under no circumstances shall Buyer be required to purchase Material in any month in excess of the minimum quantity set forth above.

3. The price per ton or per lb., as defined below, for the quantity of Material sold hereunder shall be determined each month for the materials shipped during such month, and shall be the published price for the grade sold as listed in the Official Board Market or that publication called the \_\_\_\_\_ for the \_\_\_\_\_ area in the (check one)  First,  Second,  Third,  Fourth issue of each month for the month in question, with adjustments as follows:

\_\_\_\_\_  
or

Other pricing: \_\_\_\_\_

Unless otherwise specified herein, shipment shall be FOB Seller's plant(s) described in Section 1 above.

4. A ton shall consist of 2,000 pounds certified weight. Invoicing will be on shipper's weights, but the invoice will be subject to adjustment based on actual weight determined by Mill Receiving Tickets at the destination to be furnished by Buyer.

5. In the event Buyer shall be prevented from receiving and using any Material, or in the event that Seller shall be prevented from producing any Material due to governmental or administrative prohibitions, labor difficulties, strikes, lockouts, close-downs, boycotts, picketing, carrier shortages, raw material shortages, mill closings (including market-related shutdowns and market-related and other mill down time), acts of God, acts of public enemy, riot, accidents, breakdown of equipment, weather conditions, delivery interruptions, legislative acts or regulations that materially alter the supply of or demand for Material in the applicable region or locality, or other causes beyond the control of Buyer or Seller, as the case may be, the party so prevented shall, upon notice to the other party, be thereafter released from its obligations hereunder so long as such causes continue.

6. Seller and Buyer shall comply with all applicable local, State and Federal Laws, rules and regulations in the performance of the Agreement, including, without limitation, and Economic Stabilization Act, the Fair Labor Standards Act of 1938, as amended, Title VII of the Civil Rights Act of 1964, as amended, and the non-discrimination provision of Executive Order 11246 and any amendments thereof

7. Seller shall be responsible, at its expense, for the removal, shipment and disposal of any Material delivered hereunder containing any form of medical waste, toxic materials, or similar prohibited contaminants ("Contaminated Material"). Seller shall indemnify, defend, and hold harmless Buyer, its customers, and their respective employees and agents from and against any losses, expenses, damages, or liabilities incurred by such parties as a result of or in connection with any delivery of Contaminated Material by Seller.

8. The term of the Agreement shall be for five (5) years, commencing on June 10, 2010 and terminating on June 09, 2015.



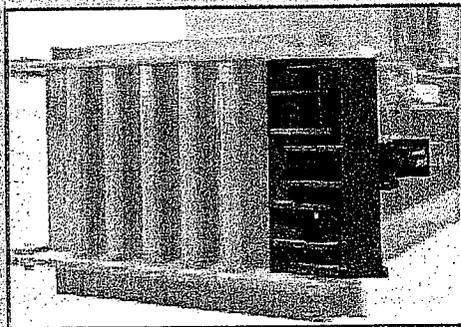
# FULL EJECT

Horizontal Closed End Baler

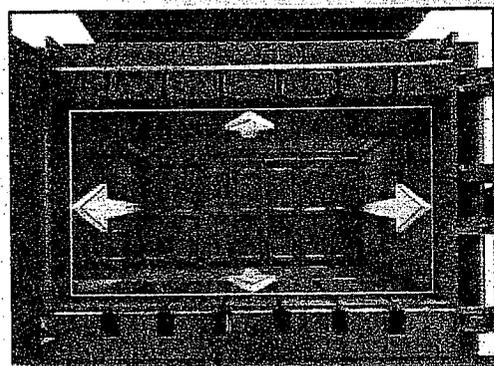


*Baling Without Preparation*

# Bale a Variety of Materials Without Spending Time and Money on Preparation



Exclusive Interlocking Clamp Secures the Baler Door With an Extra Measure of Safety, by Transferring the Packing Forces Through the Baler Frame and Body

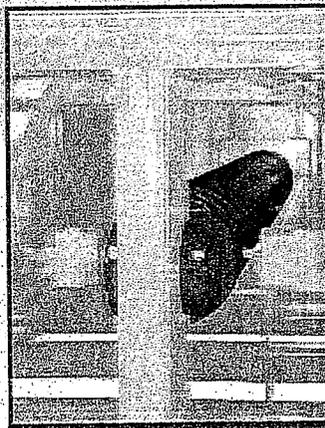


Superior Ram Penetration – to Within 6 Inches of Bale Chamber Wall – Breaks Down Materials, and Eliminates Need For Preparation Devices.

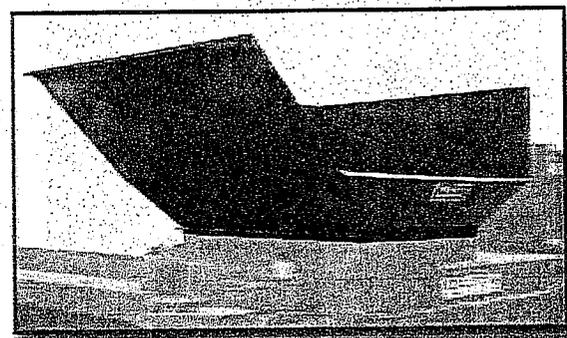
Max-Pak's Horizontal Closed End FULL EJECT Baler will allow you to bale multiple materials faster, without advance preparation using fluffers, shredders, or perforators.

Our largest Full Eject Baler uses a single trunion mounted cylinder, generating up to 235,000 pounds of pressure as the packing ram travels to within six inches of the packing door. The result is a baler that defeats the memory of plastics, compresses high grade paper into a virtual brick, and tackles all non-ferrous materials without a wimper.

The Full Eject is ideally suited to operations that process a variety of materials, demanding high output with minimal labor. And because it's a Max-Pak, the Full Eject is the perfect choice for operators who insist on heavy-weight toughness and reliability, and a proven track record for long term service. With a variety of customized options to fit your needs, the Max-Pak Full Eject delivers.



A Single, Clevis Mounted Cylinder Directs Force in a Linear Path for More Consistent Pressure. Trunion Mounting of the Main Cylinder is Available on the FE-9 and FE-5010R Models.

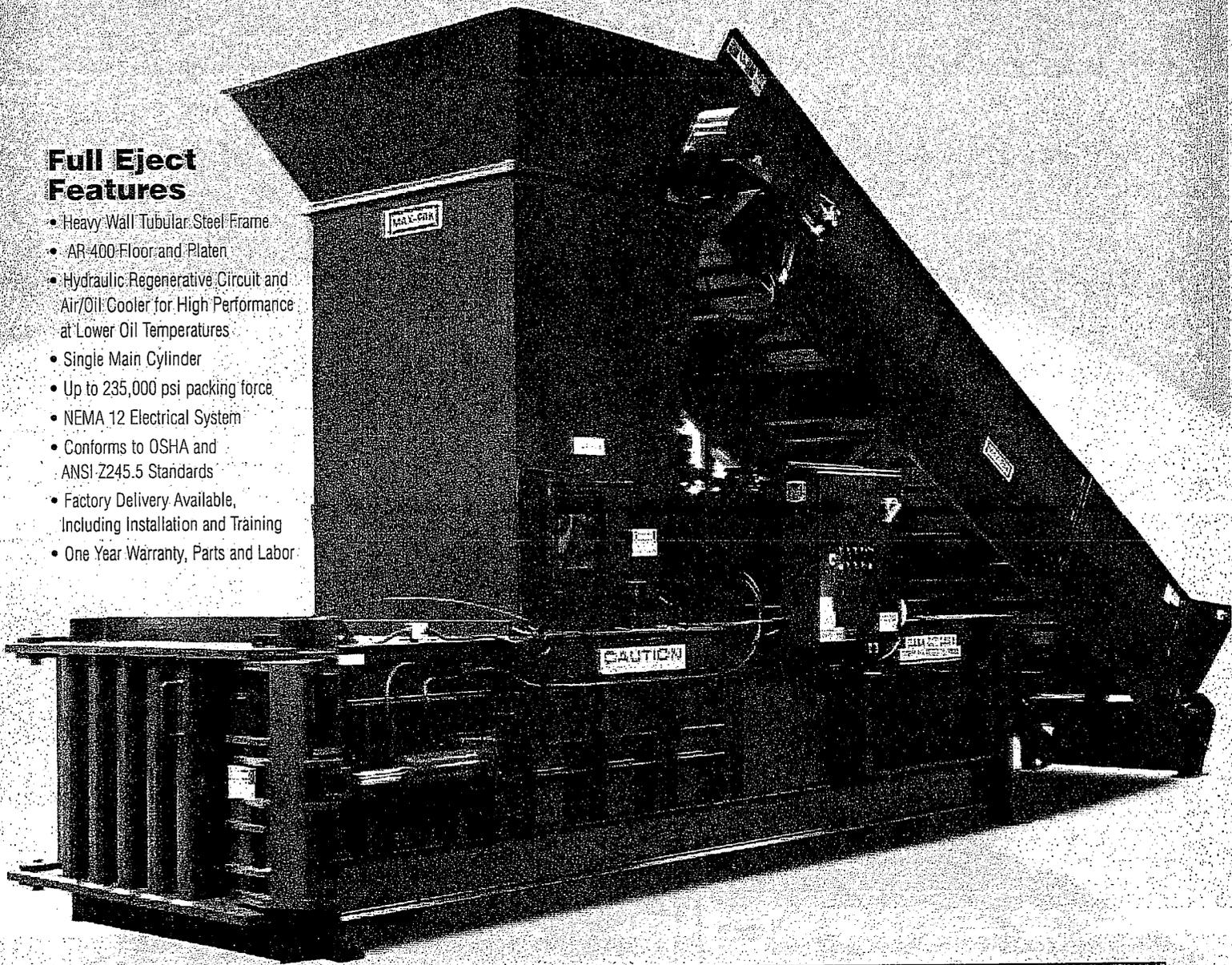


Optional and Custom Hopper Designs are Available, Including Dual-Feed and 3-Sided Feed Hoppers. Max-Pak's Custom Hopper Configurations Allow the Full Eject to Accommodate a Variety of Material Handling Needs.

HYDRAULICS				
STANDARD SPECS	HCE 48 FE-207	HCE 60 FE-8	HCE 60 FE-9	HCE 60 FE-5010R
Main Pumps	Piston - 48.5 GPM - HP Limited	Piston - 60 GPM - HP Limited	Piston - High Vol 60 GPM, High Pressure 34 GPM	Piston - High Vol 60 GPM, High Pressure 34 GPM
System Pressure	2800 psi / 3000 psi Maximum	2800 psi / 3000 psi Maximum	2800 psi / 3000 psi Maximum	2800 psi / 3000 psi Maximum
Main Cylinder, Bore x Rod x Stroke	7" x 4" x 89"	8" x 5.5" x 89"	9" x 6" x 92"	10" x 7" x 92"
Ram Face Pressure, Platen Force	62.12 psi / 84,666 lbs.	80.47 psi - 92.86 psi at Max / 130,690 - 150,796 lbs.	101.65 psi - 111.54 psi at Max / 165,405 - 190,652 lbs.	140 psi / 219,912 - 235,620 lbs.
Oil Reservoir	150 gallons	200 gallons	400 gallons	400 gallons
Hydraulic Manifold	Integral Relief	Integral Relief	Integral Relief	Integral Relief
Filtration	5 micron	5 micron	5 micron	5 Micron
Directional Valve	2-DO-8	2-DO-8 - Regenerative Optional	Regenerative Hydraulic Circuit	Regenerative Hydraulic Circuit
Air/Oil Cooler	Optional	Optional	Standard	Standard
ELECTRICAL				
Motor	20HP, 230/460V, 3 Phase	30HP, 230/460V, 3 Phase	50HP, 230/460V, 3 Phase	50HP, 230/460V, 3 Phase
Enclose	NEMA 12 - Rated	NEMA 12 - Rated	NEMA 12 - Rated	NEMA 12 - Rated
Motor Type	TEFC	TEFC	TEFC	TEFC
Controls	UL and CUL Listed	UL and CUL Listed	UL and CUL Listed	UL and CUL Listed
PLC	Allen Bradley Micro Logix 1200	Allen Bradley Micro Logix 1200	Allen Bradley Micro Logix 1200	Allen Bradley Micro Logix 1200
STRUCTURAL				
Shipping Weight	22,000 lbs. (approximate)	25,000 lbs. (approximate)	26,000 lbs. (approximate)	30,000 lbs. (approximate)
Frame Design (all models)	Channel and Tube Steel Construction			
Floor Design (all models)	Tube Steel Lattice Network			
Platen Guides (all models)	Linen Phenolic Wear Side Guides			
Gib Bars (all models)	A 1018			
Shear Blade (all models)	T-1 Alloy Steel, Serrated Blade Sheer			
Options (all models)	Conveyor Controls, Reduced Amperage Starting, Hoper Extension, Upper Photo Eyes			

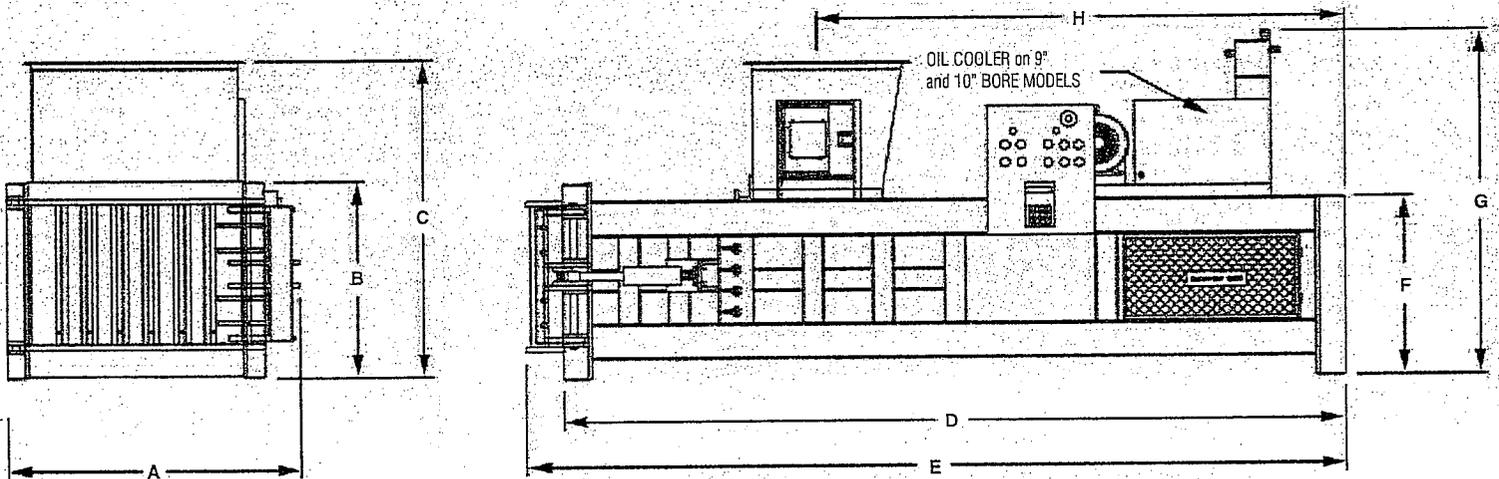
## Full Eject Features

- Heavy Wall Tubular Steel Frame
- AR-400 Floor and Platen
- Hydraulic Regenerative Circuit and Air/Oil Cooler for High Performance at Lower Oil Temperatures
- Single Main Cylinder
- Up to 235,000 psi packing force
- NEMA 12 Electrical System
- Conforms to OSHA and ANSI Z245.5 Standards
- Factory Delivery Available, Including Installation and Training
- One Year Warranty, Parts and Labor



### MEASUREMENTS (inches)

MODEL	A	B	C	D	E	F	G	H
HCE 48 FE-207	69	54.25	88	215	225	49.5	96	144
HCE 60 FE-8	80	54.25	88	215	225	49.5	96	144
HCE 60 FE-9	80	54.25	88	236	246	49.5	105	160
HCE 60 FE-5010R	85	54.25	88	227	252/25	49.5	105	166



# The Max-Pak Difference

Since 1976, Max-Pak has been making quality balers and compactors for the waste industry. It was something we had to do. You see, we're also in the waste paper recycling business, and 30 years ago we couldn't find a baler that performed the way we needed. So we built our own.

Being in the waste business has its advantages when you're designing a baler. Not only do we understand the challenges and demands expected from a baler, we get to test and fine tune our ideas in a real working environment - our own.

For our other baler customers, it means they get the benefit of our front-line experience and our determination to only build the best. A Max-Pak baler is not good enough for our customers unless it's good enough for us.

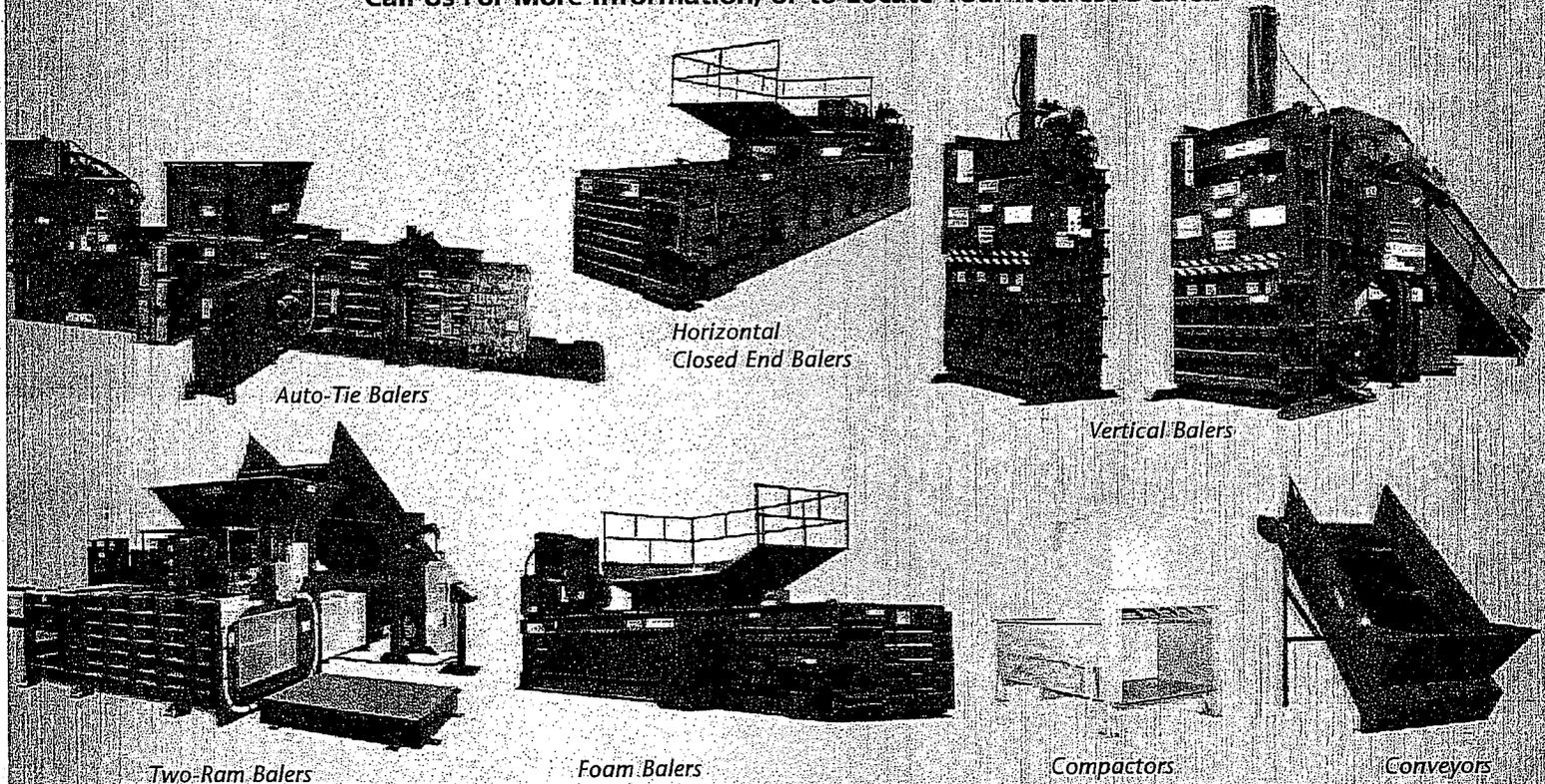
At Max-Pak we take a personal interest in every machine we sell, and every customer we serve. It comes from our small town heritage. It's who we are. So it also makes sense that we deliver and install every baler ourselves, and then train your operators before we leave. We want you to be a friend and a Max-Pak customer for a long time. That's part of our small town, small company mentality.

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Our customers have come to know and trust Max-Pak for productivity, reliability, and integrity. So it's no surprise that over 90% of all Max-Pak balers ever built are still on the job. And we plan to keep it that way.

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*Auto-Tie Balers*

*Horizontal Closed End Balers*

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*Two-Ram Balers*

*Foam Balers*

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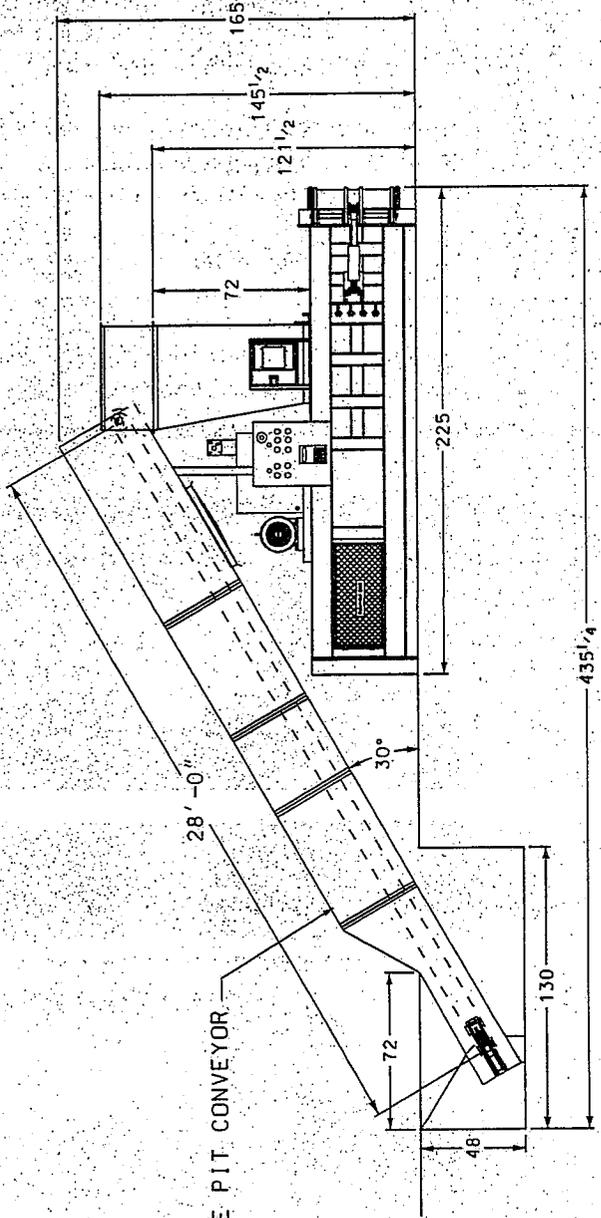
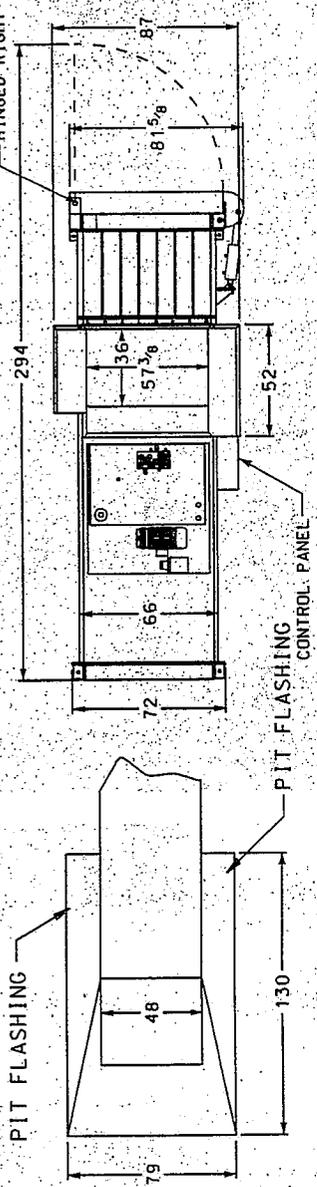
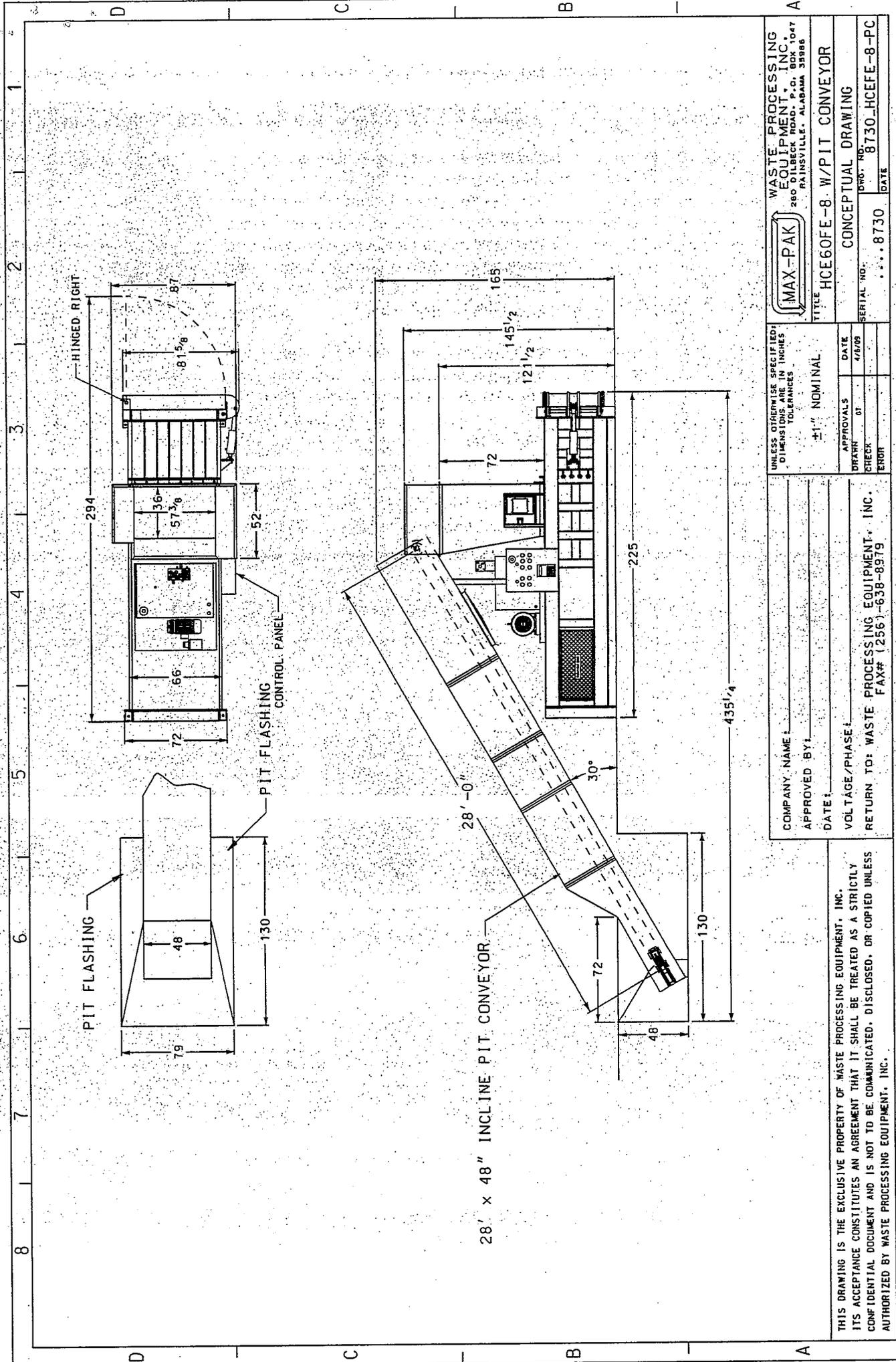


**Waste Processing Equipment, Inc.**

260 Dilbeck Road / P.O. Box 1047 • Rainsville, AL 35968

**Toll Free: 800-225-6458**

Fax: 256-638-8979 • Web Site: [www.maxpakbalers.com](http://www.maxpakbalers.com) • Email Sales: [sales@maxpakbalers.com](mailto:sales@maxpakbalers.com) • Email Service: [service@maxpakbalers.com](mailto:service@maxpakbalers.com)



**MAX-PAK**  
 WASTE PROCESSING EQUIPMENT, INC.  
 260 DILBECK ROAD, C.O. 59586  
 HAINSVILLE, ALABAMA 35896

TITLE: HCE60FE-8 W/PIT CONVEYOR  
 SERIAL NO.: 8730\_HCEFE-8-PC  
 DATE:

UNLESS OTHERWISE SPECIFIED, DIMENSIONS IN INCHES TOLERANCES: ±1" NOMINAL

APPROVALS: \_\_\_\_\_ DATE: 4/2/05  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_ ERROR: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 VOLTAGE/PHASE: \_\_\_\_\_  
 RETURN TO: WASTE PROCESSING EQUIPMENT, INC.  
 FAX# (256)-638-8979

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Angelo L. Rosa

www.capitolawgroup.com • arosa@capitolawgroup.com

14 June 2011

Board of Commissioners  
TOOELE COUNTY  
47 South Main Street  
Tooele, Utah 84074-2148

Re: Request for Proposal for Recycling Services.

Dear County Commissioners:

This firm advises Rocky Mountain Recycling, LLC ("RMR"). As you may know, RMR is the largest recycler in Utah, winner of Best of State in its industry in 2010, and has a long history of working with the County of Tooele (the "County").

RMR recently learned that a contract for recycling services was recently signed with Pro Baler (Smokey Peck). Upon investigation by RMR, including discussions with Ralph Worthy, your Director of waste management, it appears that the contract in question was not awarded in compliance with the applicable law.

Utah Code Section 63G-6-101, et seq. requires that a Request for Proposal ("RFP") be issued prior to awarding a contract for services. Tooele County has similarly adopted purchasing ordinances that reflect these requirements.

RMR is deeply concerned by what appears to be a "back door" transaction between the County and Pro Baler (Smokey Peck) that circumvents the legal requirement that an RFP be issued, responded to, and fulfilled. As a consequence, RMR appears to have been deprived of the opportunity to compete for the proposal.

Please provide complete copies of all RFPs, meeting minutes and resolutions that relate to the transaction in question to my office within ten (10) days. In the absence of a timely and complete response to this request, RMR intends to further investigate the possibility of taking action to object to the contract award.

JUN/15/2011 WED 06:18 AM TOOELE COUNTY COMM

FAX No. 4358433400

P. 001

Tooele County Board of Commissioners  
Page - 2  
June 14, 2011

Thank you in advance for your prompt response.

Yours Very Truly,  
Capitol Law Group, PLLC



Angelo L. Rosa

ALR/vd  
cc: Mike Sweeten  
client

JUN/15/2011/WED 06:19 AM TOOELE COUNTY COMM

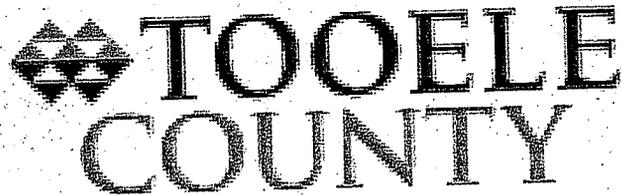
FAX No. 4358433400

P. 002

# REQUEST FOR PROPOSALS

BAUER TRANSFER STATION RECYCLING PROGRAM

FOR



Prepared by:  
Tooele County  
Department of Solid Waste  
Dave Lore, Director  
47 South Main  
Tooele, Utah 84074  
(435) 833-9520

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Bauer Transfer Station Vicinity Map

## **Section 1 – Standard Requirements and Instructions for Bidding**

### **1.1 Preparation of Bid**

Bids must be written in ink or typewritten and should be submitted on the forms issued. The submitted Bid Package must include: Signature Page, Proposal, Qualifications Statement, Schedules A-C, and the Non-Collusion Affidavit. Unsigned or incomplete bids will not be accepted. No bid will be considered if received after the due date (see Section 2.2). Bidders are expected to examine all instructions, specifications, attachments and sites pertinent to this request for Proposals (RFP). Failure to do so will be at the Bidder's risk. The person signing the bid must initial erasures or other changes.

### **1.2 Bid Security**

Each bid shall be accompanied by a bid bond signed by a surety company, authorized to do business in the State of Utah, in the amount of One Thousand Dollars (\$1,000) or a certified check in the amount of One Thousand Dollars (\$1,000) to the order of Tooele County (County).

### **1.3 Compensation**

Total compensation to Tooele County shall be either determined on a percentage basis of recyclables diverted from the incoming waste stream or a fixed base fee which ever is greater. Compensation for the Contractor will be the remaining monies collected for the recyclables. Due to fluctuations within the recycling markets, the County will require an annual adjustment to the contract based on the financial statements and information provided by the Contractor.

### **1.4 Taxing**

The County is exempt from State and federal taxes. The price bid must be net exclusive of taxes. The successful bidder may claim no exemption from taxes upon his purchase of materials, supplies, equipment or parts needed to complete bid requirements.

### **1.5 Quantities**

Recyclables quantity estimates shall be the responsibility of the bidders. Bidders are encouraged to become intimate with the Bauer Transfer Station and its operations and waste stream composition. The County reserves the right to reject any and all bids.

### **1.6 Safety**

All practices, materials, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental regulations.

### **1.7 Qualifications of Contractor**

Bids will be accepted only from Contractors who are currently engaged in offering the services called for in the RFP. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the County upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the County or in the sole discretion of the

County has been determined to have failed to faithfully perform any previous contract with the County. Where a service is to be performed by a subcontractor, the bidder must name the subcontractor, and the County reserves the right to determine if the named subcontractor is fit and capable to perform the required work.

Each bidder shall submit, with the Proposal, supporting data regarding the qualifications of the Contractor in order to determine whether the Contractor is qualified and responsible. The Contractor shall furnish the following information:

- a) Satisfactory evidence that the Contractor, or in the case of a joint venture, the principal partner, has been in existence as a going concern in the recycled materials management and/or solid waste management business. If the Contractor does not have a minimum of five (5) years experience in either the solid waste or recycled materials management, the Contractor shall provide a statement detailing why it is qualified to satisfactorily perform the part of the Work in which it does not have five years experience.
- b) Evidence that the Contractor is licensed or permitted to do business in the State of Utah and Tooele County or a sworn statement that it will take all necessary actions to become so licensed and permitted within 10 business days of when its bid is accepted by the Board of County Commissioners.
- c) All bidders must specify the number, type, age and condition of all recycling equipment that will be used during the performance of the contract period. If such equipment is presently owned or leased, the Contractor shall supply detailed inventories of such equipment including photographs of the equipment and all accessories by type along with supplemental data noting the model, year of manufacture and anticipated remaining useful life as of the date of the inventory sheet.
- d) All leased equipment shall be listed separately; along with the time remaining on each piece of leased equipment and options for renewal, where applicable, shall be stated. All new equipment to be acquired to accomplish this contract must be shown to be available prior to the effective date of commencement of operations.
- e) The names, titles and resumes of the individuals who will be responsible for the implementation of the Contract with the County.
- f) All information as requested in the Contractor's Qualification Statement Concerning Experience and Financial Ability.
- g) Such additional information as may be requested by the County that will satisfy their concerns that the Contractor is adequately prepared to fulfill the Contract.

### **1.8 Disqualification of Contractors**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes may be considered sufficient for disqualification of a Contractor and the rejection of its Proposal:

- a) Evidence of collusion among Contractors;

- b) Lack of competency as revealed by experience or equipment statements as submitted or other sources/documents;
- c) Lack of responsibility, integrity or poor performance, as shown by past Work or by the quality of workmanship noted in the Proposal;
- d) Default on any previous contracts within the last five (5) years;
- e) Other causes deemed appropriate by the County.

### **1.9 Equal Employment**

The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. The Contractor will take all appropriate steps to ensure that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include but not be limited to the following: employment, layoff or termination, rate of pay or other forms of compensation and selection and training including apprenticeship.

### **1.10 Award of Contract**

- a) The award will be made to the responsible and qualified offer or whose proposal, conforming to the invitation, will be most advantageous to the County in the price for services offered and other factors considered.
- b) The County reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received.
- c) The County will notify all bidders of the award of contract and return bid sureties to all but the successful bidder.
- d) After receiving the Contract from the County, the successful bidder has fourteen (14) calendar days to enter into a contract or forfeit as liquidated damages the bid security deposit.
- e) If the contract is not signed within fourteen (14) calendar days of bid award, the County may then award the service contract to the next most qualified bidder.

### **1.11 Bonds**

Performance bonds must be executed in a form acceptable to the County.

### **1.12 Performance of Contract Services**

In the event of a default by the selected Contractor, the County may procure the services from other sources and shall hold the Contractor responsible for any costs to the County to procure the services of a new Contractor and for the costs to the County for providing services in the interim period between the default and the procurement of the new Contractor.

### **1.13 Observance of Laws**

The Contractor at all times shall faithfully observe and comply with all Federal, State and Local laws, bylaws, ordinances, regulations or workplace requirements in any manner affecting the conduct of the Work or applying to employees in the contract, as well as all orders or decrees which have been promulgated or enacted by any legal bodies having authority or jurisdiction over the Work, materials or employees under the Contract. This required observance would include any operational procedures or rules put in place by the County's representative.

### **1.14 Examination of County Service Area**

Bidders shall inspect the Bauer Transfer Station and make their own determination with respect to the types of recyclables, quantities of recyclables, cost for recycling, and benefits gained by recycling. If any estimates are provided in this RFP, they are not to be considered as binding and bidders shall assume all patent and latent risk in connection with the aforementioned. The County may assist by providing a tour of the Bauer Transfer Station as a part of the pre-bid process.

### **1.15 Interpretation**

No verbal interpretation of the meaning of these instructions to bidders, specifications or any other document will be made to any bidder. Supplemental instruction, if any, will be made as written addendum, and sent to all bidders and shall be signed by the bidder and returned with the bid.

## Section 2 – Information and Conditions

### 2.1 General Information

It is the intent of this "Request for Proposals" to secure a Contractor to provide recycling services for Tooele County at their Bauer Transfer Station. The recycling services will include processing and marketing recyclables.

### 2.2 Contract Procedures

a) Sealed bids will be received at the Tooele County Building located at 47 South Main, Tooele, Utah 84074 until **4:00 PM on September 29, 2006**. Proposals will be publicly opened and read aloud by Tooele County staff at the Tooele County Building at **10 AM on Monday, October 2, 2006**.

b) The Board of County Commissioners will either select a Contractor or reject all bids within **twenty three (23) calendar days** of the bid opening or by the Commission meeting of **October 25, 2006**.

c) Once a Contractor is selected, the County will prepare a contract and forward it to the Contractor within fifteen (15) calendar days of the selection.

d) The successful Contractor has fourteen (14) calendar days to sign all contract copies and return them to the County along with appropriate performance bonds, labor and materials bonds and required insurance certificates. That contract should be returned to Dave Lore, Director, 47 South Main, Tooele, Utah 84074.

e) Within thirty (30) days of the date that the contract signed by the Contractor is delivered to the County, the County will provide a signed copy of the contract to the Contractor.

f) The contract with the successful bidder will be for a specified period beginning **July 1, 2007** and ending **June 30, 2012** for processing and marketing of identified recyclable materials.

g) This contract may be canceled at any time by reason of unsatisfactory performance or other default of the Contractor upon thirty- (30) day's prior written notice by the Contracting Agency. Either party may cancel the contract by giving sixty (60) days prior written notice. Such notice by the Contractor should in no way be construed as taking away the right of the Contracting Agency to cancel for unsatisfactory performance. In the event the Contracting Agency terminates this contract in whole or part as provided herein, it may procure, in such a manner as it deems reasonable and appropriate, such services as required by this agreement and the Contractor shall be liable for any cost for such services. However, if this agreement is terminated in part, the Contractor shall be required to continue the performance of this agreement to the extent not terminated under the provisions of this clause, while remaining liable for any cost of services obtained by the Contracting Agency to cover services canceled due to unsatisfactory services from the Contractor under this agreement.

### 2.3 Pre-Bid Conference

A pre-bid conference for this proposal process will be held **10 AM September 5, 2006 at 10 AM** at the Bauer Transfer Station located in Bauer, Utah

## Section 3 – Technical Performance Requirements

### 3.1 Recyclable Materials Processing and Marketing

a) The County designated recyclables are as follows and shall be collected as commingled materials:

- 1) Aluminum beverage containers
- 2) Glass (provide alternate bid for glass collection)
- 3) Tin cans/bi-metallic cans
- 4) Commingled plastic beverage containers including PET/HDPE
- 5) Newsprint, magazines and white paper
- 6) Corrugated cardboard
- 7) Telephone books

b) The Work includes the furnishing of all labor and providing maintenance of a sufficient number of vehicles and other equipment required for a prompt and efficient removal of residential municipal recyclables accumulated during processing efforts at the Bauer Transfer Station. A figure showing a vicinity map of the Bauer Transfer Station is included in the Attachments.

c) The Contractor shall leave without damage at the point within the Bauer Landfill Facility. All damage caused by the Contractor shall be replaced or repaired at their expense.

d) The Contractor shall do all Work in such manner as not to create a nuisance or conflict with operations at the Transfer Station. Recyclables misplaced or located in the wrong location within the Transfer Station may unknowing be removed by Transfer Station personnel at no cost to Tooele County.

e) The Contractor has the total responsibility of coordination, delivery, and money collections from sales of recyclables. The Contractor must provide monthly weigh slips of designated recyclables diverted from the waste stream.

f) The Contractor shall be prohibited from disposal of the County's collected recyclable materials or processed recyclable materials at any landfill or waste disposal facility without either the prior written or verbal approval from the Director. Violation of this provision may be cause for termination of the contract or in the monetary penalty noted in.

g) The Contractor shall cooperate with an annual audit of their program's performance conducted by the County by providing all required documentation and technical assistance as requested by the Director or their designee.

h) The Contractor agrees to actively promote public education of resource recovery and recycling and will provide the County with a plan as noted on Schedule C.

i) The Contractor agrees to participate in a coordinated community wide program with the schools, the County and municipalities and non-profit organizations involved in resource management or recovery.

### 3.2 Work Stoppage

A Work stoppage by the Contractor's work force shall not be grounds for the Contractor to terminate the agreement. The Contractor will still be required to complete its obligation under the approved agreement, even if it is affected by a strike, job action or other disruptive labor activity. However, the County will not impose any penalty nor bring any action against the Contractor to perform the conditions of the contract for the first twenty-four (24) hours of any strike or job action should such a strike or job action prevent the collection of municipal waste or recyclables by the Contractor during this initial twenty-four (24) hour period. All other rights and options available to the County under this contract shall remain unaltered by this Section.

### 3.3 Equipment

a) The Contractor shall furnish and maintain all equipment necessary and required for the full, proper and efficient conduct of the Work.

**How are recyclables going to be processed, loaded, and hauled? Is TC going to help with equipment and operators to load recyclables?**

b) All equipment shall be kept in safe and good working order and repair and must be subject to the approval of the County at all times. The name and local phone number of the Contractor shall be clearly visible on each side of vehicle used for service within Tooele County.

c) The Contractor shall keep all trucks and any other equipment, including common collection bins, thoroughly cleaned and disinfected with disinfectants supplied by the Contractor on at least a monthly basis. Evidence of such cleaning shall be provided in the Contractor's monthly report to the County.

d) All bidders must specify the number and type of all trucks that will be used during the performance of the contract period. If such equipment is presently owned or leased, the Bidder shall provide detailed inventories including photographs of their equipment including all accessories by type, model, year of manufacture, and anticipated remaining useful life as of the date of the inventory sheet. All leased equipment shall be listed separately; the time remaining on each leased machine and options for renewal, where applicable shall be stated. All new equipment needed to accomplish this contract shall be available prior to the commencement of operations for this contract. At the beginning of the contract period, no more than one-third (1/3) of the collection vehicles exceeding 26,000+ lbs GVW can be older than five (5) years of age. The Contractor must provide to the County evidence of the safety, reliability and road worthiness of any vehicle over five years of age.

**3.4 Subcontract**

The Contractor shall not subcontract any portion of the Work to be done except upon prior written consent of the County. Any approved subcontract shall not release the Contractor from its primary liability to perform all aspects of this contract.

## **Section 4— Bonds and Insurance**

### **4.1 Bonds**

The successful waste bidder shall furnish a Performance and Payment Bond or irrevocable Letter of Credit to be approved by the County, conditioned upon the true and faithful performance of the contract in the amount of one hundred (\$100,000) thousand dollars to assure the Contractor's obligations under this Agreement. Successful recycling bidder shall provide a performance bond equal to 10% of the annual value of the contract. The Contractor shall supply this letter of credit or bond to the County Public Works Administrator for approval as to form and content. Said letter of credit or bond shall provide for arbitration of claims consistent with the County's adopted dispute resolution procedure for this Agreement. Such bond or letter of credit shall be issued by a duly authorized corporate surety or bank, as the case may be, authorized to do business in the State of Utah.

### **4.2 Insurance**

The Contractor shall maintain, during the life of this contract, at his own expense, the following policies of insurance described herein:

4.2.1 Comprehensive general liability insurance in the amount of \$5,000,000 in coverage for injury to persons, including the general public and \$5,000,000 in coverage for injury to property resulting from any negligent act or failure on the part of the Contractor or any of its owners, directors, officers, employees, servants or agents. Such liability insurance shall also name Tooele County as an additional insured. All insurance shall be carried by insurance companies authorized to do business in the State of Utah. Throughout the term of this Agreement, the Contractor shall not permit said insurance to be cancelled or modified or to expire without providing the Public Works Administrator with thirty (30) days written advance notice and without first obtaining replacement insurance satisfactory to the County.

4.2.2 Worker's Compensation insurance, including Occupational Disease and Employer's Liability Insurance, sufficient to cover all employees in its employ during the term of the contract or any renewal thereof. Statutory amounts and coverage should be as required by Utah Workmen's Compensation and Occupational Disease Laws.

4.2.3 The Contractor agrees to indemnify, defend and hold harmless the County, its Commissioners, officers, agents, servants and employees from and against any and all suits, legal proceedings, claims, demands, damages, costs, expenses, liabilities and attorney's fees of whatsoever nature, resulting from or in any way connected with any willful or negligent act, whether active or passive, or by any omission to act by the Contractor or any of its owners, directors, officers, agents, servants or employees, or subcontractors, when such act or omission to act occurred with respect to, or is in any way related to, directly or indirectly, this Contract, or the performance or failure to perform thereunder, including without limitation the failure to collect and/or illegally dispose of solid waste.

4.2.4 The Contractor shall before the execution of the contract file with the County, for their approval, one copy of each and every insurance policy required by the terms of this contract.

#### **4.3 Indemnity by the Successful Contractor**

To the extent permitted by law, the Contractor assumes entire responsibility and liability for losses, expenses, demands, and claims in connections with or arising from any injury, or alleged injury (including death) to any person, or damage, or alleged damage to property sustained or alleged to have been sustained in connection with or to have arisen from or resulting from the performance of operations by the Contractor, and including losses, expenses, or damages sustained by the County, their agents, representative, and employees from any and all such losses, expenses, damages, demands, and claims and agrees to pay the cost to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, costs, and expenses in connection with or resulting therefrom.

#### **4.4 Policy Approvals**

The Contractor, before execution of this contract by the County, shall file with the County for their approval, one copy of each and every insurance policy required by the terms of this contract.

#### **4.5 Compliance with State and Federal Laws**

The Agreement to be reached on the bid shall, in all respects, be interpreted, construed, and governed by the laws of the State of Utah. Furthermore, the Contractor agrees to comply with any and all State and Federal laws and statutes that have or may have any connection or application herewith, including but not limited to, Worker's Compensation, Social Security, Unemployment Compensation and Prevailing Wage Laws.

## **Section 5 – Payment and Invoicing**

### **5.1 Payments and Invoicing**

The Contractor shall bill the County for the services rendered within ten (10) calendar days following the end of the month. Such billing shall include the following items:

- a) The number of residential accounts serviced for waste disposal that month;
- b) The number of residential accounts receiving a second bin that month. The Contractor is required to bill residents for these containers;
- c) The number of residential accounts receiving curbside recycling service that month;
- d) An accounting of extra pickups or clean-up services for residential accounts;
- e) The number of new residential accounts instituted that month;
- f) The tonnage of recyclables collected from curbside customers that month;
- g) The tonnage of waste collected from residential customers that month.

### **5.2 Annual Audit**

An audit of the Contractor's records will be conducted annually to ensure that accuracy in billing for the right number of cans. The Contractor will fully cooperate with that annual audit.

### **5.3 County Payment of Invoices**

The County shall pay the Contractor on or before the twenty-fifth (25th) day following the submission of all required documentation and billing. For each and every non-performance of the contract and requirements of the specifications, the sums designated below shall be deducted from the retainer out of many monies that may be due or become due to the Contractor under the provisions of this contract:

- a) Failure to clean up waste or recycling spills = \$100/offense
- b) Failure to resolve collection complaints if it is known that the container was placed in advance of collection and not resolved within 24 hours = \$100/offense
- c) Failure to take disciplinary action against any employee due to any of the following offenses = \$100/offense
  - 1. Intoxication on the job
  - 2. Use of loud, profane, vulgar or obscene language
  - 3. Soliciting gratuities from the public for services
  - 4. Refusal to collect or handle refuse as herein required
  - 5. Wanton or malicious damage of containers or receptacles
  - 6. Wanton or malicious scattering or spilling of refuse
  - 7. Failure to obey a justified request from a landfill employee

8. Any other willful disregard of safety or sanitary requirements
9. Any act constituting a public nuisance or disorderly conduct.

- d) Changing the day of collection without prior Notification to the County = \$500/offense
- e) Starting route collection before 7 AM unless there is prior approval by County = \$500/offense
- f) Failure to remove all municipal waste on the day of collection unless prior approval by County = \$500/offense
- g) Intentional disposal of materials collected as recyclables in a county landfill = \$1,000/offense

#### **5.4 Contractor Credits to County**

Revenues billed for the use of second containers shall be credited to Tooele County to underwrite the cost of the curbside recycling programs.

#### **5.5 Contact Person**

All inquiries regarding this Request for Proposals shall be in writing to the Public Works Administrator. Such inquiries and future correspondence, including invoices and contract concerns shall be directed to:

Dave Lore, Director  
Department of Solid Waste  
Tooele County  
47 South Main  
Tooele, Utah 84074  
dlore@co.tooele.ut.us  
(435) 833-9520

## **Section 6 – Award Criteria**

The evaluation of bidder's proposal shall be reviewed and award shall be made based on the following criteria:

1. The Contractor's ability to perform the solid waste collection, delivery and disposal requirements of this RFP (Section 3.1) and/or the Contractor's ability to meet the recycling collection, processing, educational and marketing requirements of the recycling program (Section 3.2).
2. The demonstrated abilities and experience of the Contractor in providing solid waste management services in similar communities to Tooele County.
3. The financial, administrative and service capabilities of the Contractor.
4. The quoted price for services.
5. The degree to which the terms and conditions of the proposal conform to the requirements of this Request for Proposals.

The evaluation of proposals will be conducted by the County with the final award being made by the Board of County Commissioners. The Commission reserves the right to reject all bids.

**Section 7 - Forms**

**SIGNATURE PAGE**

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment and services to furnish the requirements called for in the RFP, for the prices stated on the Proposal Form.

The Undersigned hereby certifies that this proposal is genuine and not a sham, collusive, fraudulent or made in the interest of or on behalf of any person, firm or corporation not herein named, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

If awarded the Contract, the undersigned Contractor agrees to enter into and perform the contract and to execute and deliver the Contract Document, including the required Certificate of Insurance and Performance and Payment Bond, to the County in accordance with all of the terms of this solicitation. In submitting this proposal, it is understood that the County reserves the right to reject any or all proposals, to waive any informalities in any proposal or the solicitation process, and to negotiate any final contract provisions based on the proposals submitted. In submitting this proposal, the undersigned agrees that no Price Proposal may be withdrawn for a period of 120 days after the date for receipt of proposal and that all Price Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the County.

**COMPANY NAME** \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

FEDERAL I.D.#: \_\_\_\_\_

**PROPOSAL BOND**

1. The undersigned \_\_\_\_\_ ("Principal") and \_\_\_\_\_, a surety company legally authorized to do business in the State Of Utah ("Surety") to induce the County of Tooele (Beneficiary) to enter into a contract for the municipal waste collection and disposal, and/or collection of recyclables pursuant to the Beneficiary's solicitation dated \_\_\_\_\_, 2006, agree that in the event the Principal shall (a) attempt to withdraw from the proposal process, (b) fail to execute the contract or (c) fail to provide a Performance Bond (when required), and a certificate of insurance upon award of the contract, the Principal shall, upon demand of the Beneficiary, pay to the Beneficiary the sum of \$1,000, which is a reasonable estimate of fair compensation for the losses and damages, all of which would be impracticable if not impossible to fix precisely, that the Beneficiary will sustain upon occurrence of any event described in clause (a), (b), or (c) above.

2. In the event the Beneficiary shall institute legal proceedings to collect amounts due pursuant to this Bond, then the Beneficiary shall be entitled to collect, in addition to the amount of this Bond, as part of any award or judgment, all court costs, other expenses and attorney's fees incurred by the Beneficiary.

3. If no prior demand for payment has been made by the Beneficiary this Bond shall terminate on \_\_\_\_\_ 2007; unless mutually agreed upon by both parties to extend said bond.

4. If a demand for payment is made prior to such date, then this bond shall continue in full force and effect until paid in full.

Attest: \_\_\_\_\_  
Signature  
(Corporate Seal)

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Surety  
Attest: \_\_\_\_\_  
Signature  
(Corporate Seal)  
Attorney-in-Fact (Attach Power of Attorney) \_\_\_\_\_

## Proposal Bid Form for Municipal Waste/Recycling

### Lower Density Residential

Under this Proposal, the bidder will collect all residential municipal waste from projects of 1-3 units and will collect all common dumpster locations as noted in the attached sheet entitled front load services. Collections shall be collected once per week, with the waste delivered and disposed of at an approved facility. Collection hours are 7:00 a.m. until the routes are completed, no later than 7:00 p.m., Monday through Friday.

First (1st) Can: \_\_\_\_\_ / can

Additional Cans: \_\_\_\_\_ / can

Revenue from additional residential waste cans goes to the county as a credit to support recycling programs.

### All Residential

Under this Proposal, the bidder will collect all residential municipal waste from all units and will collect all common dumpster locations as noted in the attached sheet entitled front load services. Collections shall be collected once per week, with the waste delivered and disposed of at an approved facility. Collection hours are 7:00 a.m. until the routes are completed, no later than 7:00 p.m., Monday through Friday.

First (1st) Can: \_\_\_\_\_ / can

Additional Cans: \_\_\_\_\_ / can

Revenue from additional residential waste cans goes to the county as a credit to support recycling programs

### Recycling Collection

Under this proposal the bidder would collect waste from the approximately 4,400 households currently in the program with a once a week automated service with a 65 gallon can or 18 gallon bin. The program would be allowed to expand the customer base by 10% each year.

#### **Bid without glass**

#### **Bid with Glass**

First (1st) Can: \_\_\_\_\_ / can

First (1st) Can: \_\_\_\_\_ / can

Second (2nd) Can: \_\_\_\_\_ / can

Second (2nd) Can: \_\_\_\_\_ / can

The bidders shall provide a cost schedule in their proposal for the monthly cost for each type of container and frequency of collection (i.e. once a week, twice a week etc). The proposal shall also detail any additional costs for extra service.

**CONTRACTOR'S QUALIFICATION STATEMENT CONCERNING EXPERIENCE  
AND FINANCIAL ABILITY**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

DATE \_\_\_\_\_

Submitted for the purpose of presenting and submitting a bid for the collection and disposal of solid waste and the collection and marketing of recyclables in the County of Tooele for a period of sixty (60) months.

**Explanatory:**

This questionnaire is to be completed by Contractors desirous of submitting bids in connection with the collection, delivery and disposal of residential waste and the collection, processing and marketing of recyclable materials in the County. Each and every question contained herein must be answered, by giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

**Qualifications of Bidders:**

After the bid opening, County may make such investigations as it deems necessary to determine the ability of the bidders to perform the Work, and the bidders shall furnish to the County all such information and data for that purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified and responsible to carry out the obligations of the contract and to complete the Work contemplated herein.

If the space provided in this form to answer any questions is not large enough, the Contractor should add additional sheets.

1.

a. How many years has your organization been in business as a Contractor under your present name? \_\_\_\_\_

b. In what counties, municipalities, or for what major clients in Utah have you provided waste hauling or recycling services in the last five (5) years? Please provide local client contacts.  
\_\_\_\_\_  
\_\_\_\_\_

2. Have you ever failed to complete any Work awarded to you under these contracts within the last five (5) years? If so, when, where, and why.  
\_\_\_\_\_  
\_\_\_\_\_

3.

a. Has any officer or partner of your organization ever failed to complete a municipal or county contract handled in his own name (within the last five (5) years. If so, when, where and why.  
\_\_\_\_\_  
\_\_\_\_\_

b. Has any officer or partner of your organization been in business under any other corporate organization or partnership, which failed to complete a municipal contract (within the last five (5) years? If so, when, where, and why.  
\_\_\_\_\_  
\_\_\_\_\_

4. Have there been any penalties imposed under any municipal or county contract managed by your organization in the last five years. If so, provide details.

Have liens or lawsuits of any kind been filed against any of your contracts (within the last five (5) years)? Give full details.

5.

If a corporation, state:

a. Date when organized: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

b. Under the laws of what state organized:

6.

List Surety Companies and Bonding Companies which have heretofore bonded you (give name, address and telephone number of company, name and amount of bond for the same) within the last five (5) years.

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

7. List any municipal waste collection and/or recyclables collection contracts that your organization has completed in the past three (3) years or is currently performing service for.

a. Name of Municipality or community and the approximate population:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Name, title, address, and telephone number of the municipal official in charge of collections and/or contract administration:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. State current financial stature and your plans for financing this Work if awarded this contract:

\_\_\_\_\_  
\_\_\_\_\_

9. Who will supervise the Work if the contract is awarded to you?

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attach resume  
The foregoing is a true statement of facts, and I agree that if any statement is found to be incorrect or false then my bid will be subject to rejection by County.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_

\_\_\_\_\_  
Notary Public



**SCHEDULE B**

**RECYCLING EQUIPMENT**

List below places of recyclables storage/processing and recyclable marketing that will be used in fulfillment of specifications under Section 3.2. Include address, ownership, and recyclables handled. Attach letters of commitment.

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SCHEDULE C

RECYCLING EDUCATION SUPPORT

If proposing to bid on the recycling service offered, explain the Contractor's proposed contribution to recycling education efforts underway in Tooele County.

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## DISCLAIMER STATEMENT

The information contained in this Request for Proposals (RFP) has been prepared by the County based, in part, on information provided to them by others, and such information is believed to be accurate and reliable. However, by its receipt of this RFP, the party whose name appears below remises, releases and forever discharges the County and its representatives (including staff and consultants and other professional advisors) from any and all claims which such person has, have or may hereafter have arising out of any information contained in this RFP. Any party who intends to submit a response to this RFP is specifically invited to independently verify the accuracy of the information contained herein.

\_\_\_\_\_  
Signature of Authorized Representative of Contractor

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_