

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

OFFICE OF PURCHASING

213 PALAFOX PLACE 2nd Floor
PENSACOLA, FL 32502
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
TELEFAX (850)595-4805
www.myescambia.com

Claudia Simmons
Purchasing Manager



CERTIFICATION OF CONTRACT

TITLE: Contract for the Sale of Recyclable Paper Stock

CONTRACT NO.: PD 09-10.049

AWARD DATE: June 17, 2010

EFFECTIVE DATE: June 17, 2010 – June 17, 2013

AWARD: That the Board take the following action concerning the Contract for Sale of Recyclable Paper Stock from the Solid Waste Management Department, PD 09-10.046 (Funding: Fund 401, Solid Waste Fund, Cost Center 343409):

- A. Award a three-year Contract to Sumrall Recycling for Old Corrugated Containers (OCC), in accordance with the terms and conditions of the solicitation Contract, for the Sale of Recyclable Paper Stock, PD 09-10.049, with the revenue being deposited into Fund 401, Solid Waste Fund; and**
- B. Award a three-year Contract to Armstrong World Industries, Inc., for Old News Print (OND), in accordance with the terms and conditions of the solicitation Contract, for Sale of Recyclable Paper Stock, PD 09-10.049, with the revenue being deposited into Fund 401, Solid Waste Fund.**

STATUS:

CONTRACTOR (S): Sumrall Recycling and Armstrong World Industries, Inc.

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER PROBLEMS WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Joe Pillitary, Purchasing Coordinator (850) 595-4878 (850)695-4878. E-MAIL joe_pillitary@co.escambia.fl.us

- A. AUTHORITY - Upon affirmative action taken by the Board of County Commissioners on (Month) (Date), (Year), a contract has been executed between the Board of County Commissioners, Escambia County Florida and the designated contractor(s).**
- B. EFFECT - This contract was entered into to provide economies in the purchase of (Service or Commodity) as described within the solicitation. Therefore, in compliance with **County Ordinance Chapter 46 Finance, Article II Division 3, Section 46-81**, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.**
- C. ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with **Codified County Ordinance, Chapter 46 Finance, Article II Purchases and Contracts; and, as supplemented by Ordinance 2001-9 and Ordinance 2001-60.** Purchases shall be at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)**

- D. CONTRACTOR PERFORMANCE - Departments shall report any vendor failure to perform according to the requirements of this contract on Report of Unsatisfactory Materials And/Or Service, Form F0140 to this office.
- E. VENDOR PERFORMANCE EVALUATION FORM - Contract Appraisal, form F0190 should be used to provide your input and recommendations for improvements in the contract to the Office of Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

ORDERING INSTRUCTIONS

ARMSTRONG WORLD INDUSTRIES, INC.

ALL ORDERS SHOULD BE DIRECTED TO: **Jere Myers, Procurement Manager**

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: **230366390**

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER: **013979**

VENDOR NAME: **ARMSTRONG WORLD INDUSTRIES, INC.**

STREET ADDRESS OR P.O. BOX: **300 South Myrick Street**

CITY, STATE, ZIP CODE: **Pensacola, FL 32505**

CONTACT PERSON: **Jere Myers, Procurement Manager**

PHONE #: **(850 433-8321** FAX#: **(850) 435-2273**

E-MAIL ADDRESS: (Agents)

HOME PAGE ADDRESS:

EMERGENCY CONTACT PERSON: **Jere Myers, Procurement Manager**

PHONE#: **(850) 435-2240** CELL#: **(850) 384-5623** PAGER#:

DISASTER SERVICE CONTACT PERSON:

HOME ADDRESS: **N/A**

HOME PHONE#: CELL# PAGER#:

TERMS OF PAYMENT: NET 30 DAYS X 2% 10th PROX _____

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD: X Yes _____ No

Will accept ESCAMBIA COUNTY DIRECT VOUCHER: X Yes _____ No

ORDERING INSTRUCTIONS

SUMRALL RECYCLING

ALL ORDERS SHOULD BE DIRECTED TO: **Eric James, Vice-President**

FEDERAL EMPLOYMENT IDENTIFICATION NUMBER: **64-0914868**

ESCAMBIA COUNTY VENDOR IDENTIFICATION NUMBER:

VENDOR NAME: **SUMRALL RECYCLING**

STREET ADDRESS OR P.O. BOX: **1386 Hwy 42**

CITY, STATE, ZIP CODE: **Sumrall, MS 39482**

CONTACT PERSON: **Eric James, Vice-President**

PHONE #: **(601) 299-0577** FAX#: **(601) 758-0103**

E-MAIL ADDRESS: (Agents) **PoncholsSumrallRecycling.com**

HOME PAGE ADDRESS:

EMERGENCY CONTACT PERSON:

PHONE#: **(601) 758-0378** CELL#: **(601) 758-0103** PAGER#:

DISASTER SERVICE CONTACT PERSON: **Eric James**

HOME ADDRESS: **N/A**


HOME PHONE#: CELL# PAGER#:

TERMS OF PAYMENT: NET 30 DAYS X 2% 10th PROX _____

Will accept ESCAMBIA COUNTY VISA PURCHASING CARD: X Yes _____ No

Will accept ESCAMBIA COUNTY DIRECT VOUCHER: X Yes _____ No

PUBLIC NOTICE OF RECOMMENDED AWARD
TITLE: CONTRACT FOR THE SALE OF RECYCLABLE PAPER STOCK, PD 09-10.049

BID TABULATION				
Bid Opens: 3:00 p.m., CDT Opening Date: 5/5//2010 Location: Purchasing Conf. Rm. 11.407	Armstrong World Industries, Inc.	Smurfit-Stone Recycling	Sumrall Recycling	Left Blank Intentionally
Cover Sheet/Acknowl	Yes	Yes	Yes	
Bid Form	Yes	Yes	Yes	
Sworn Statement Pursuant to Section (287.133) (3) (a), <u>Florida Statutes</u> , on Entity Crimes	Yes	No	Yes	
Drug-Free Workplace Form	Yes	No	Yes	
Information Sheet for Transactions & Conveyances Corporation ID	Yes	No	Yes	
Certificate of authority to do Business in the State of Florida	Local Business Tax Form	No	No	
Certificate of Insurance				
DESCRIPTION				
1) Old Corrugated Containers (OCC) #11 OCC				
a) Minimum price per ton		\$20	\$30	
b) % percent		100%	101%	
Per Ton		0	\$5.25	
2) OLD NEWS PRINT (ONP) #8 ONP				
a) Per Ton	\$50	\$20	\$40	
b) % percent	100%	100%	100.5%	
Per Ton	\$17.75	0	\$9.50	
BIDS OPENED BY:  Joe Pillitary, CPPB, CPPO, Purchasing Coordinator			Date: May 12, 2010	
BID TABULATED BY: Cynthia Smith, Sr. Office Assistant			Date: May 12, 2010	
BIDS WITNESSED BY: Cynthia Smith, Sr. Office Assistant			Date: May 12, 2010	

CAR DATE June 3, 2010 BCC DATE June 3, 2010

The Neighborhoods/ Community Services Bureau and Solid Waste Management Division recommends to the BCC to Award a Three-Year Fixed Price Contract for the above referenced project as:
 Old Corrugated Containers (OCC) to Sumerall Recycling and Old News Print (ONP) to Armstrong World Industries, Inc.

Pursuant to Section 119.07(3)(M), F.S., all documents relating to this tabulation are available for public inspection and copying at the Office of Purchasing

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
CONTRACT FOR THE SALE OF RECYCLABLE PAPER STOCK
SPECIFICATION PD 09-10.049**

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- SWORN STATEMENT PURSAUNT TO SECTION 287.133(3)A, FLORIDA STATUES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES

- **BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- **THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:**

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BID

CONTRACT FOR THE SALE OF RECYCLABLE PAPER STOCK

SPECIFICATION NUMBER PD 09-10.049

Pre-Solicitation Meeting will be 9:00 a.m, CDT, Tuesday, April 27, 2010 at Solid Waste Management Conference Room located at 13009 Beulah Road Cantonment, FL 32533
BIDS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Wednesday, May 5, 2010

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

Grover Robinson, IV, Chairman
Kevin W. White, Vice Chairman
Gene Valentino
Marie Young
Wilson Robertson

**From:
Claudia Simmons
Purchasing Manager**

Procurement Assistance:
Joe Pillitary, CPPB, CPPO
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4805

Technical Assistance:
Jim Howes
Division Manager
Recycling
Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533
Tel: (850) 937-2144
Fax: (850) 937-2152

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**CONTRACT FOR THE SALE OF RECYCLABLE PAPER STOCK
PD 09-10.049**

TABLE OF CONTENTS

**Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.**

	<u>Page</u>
Solicitation, Offer and Award Form *	3
Bid Form *	4
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	6
Drug Free Workplace Form **	8
Information Sheet for Transactions and Conveyances Corporation Identification **	9
List of General Terms and Conditions (Incorporated by Reference)	11
Special Terms and Conditions	13
Scope of Work	Exhibit A
Guideline for Paper Stock: PS-2007-Domestic Transactions	Exhibit B

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA
Invitation to Bid

SUBMIT OFFERS TO:

CLAUDIA SIMMONS

Purchasing Manager

Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

**CONTRACT FOR THE SALE OF
RECYCLABLE PAPERSTOCK**

**SOLICITATION NUMBER:
PD 09-10.049**

SOLICITATION

MAILING DATE: Monday, April 19, 2010

PRE-BID CONFERENCE: 9:00 a.m, CDT, Tuesday, April 27, 2010, Solid Waste Management Conference Room, 13009 Beulah Road Cantonment, FL 32533

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Wednesday, May 5, 2010 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

BID BOND ATTACHED \$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By _____

County Administrator

Date

By _____
Signature of Person Authorized to Sign Date

WITNESS _____
Date

ATTEST: _____
Corporate Secretary Date

WITNESS _____
Date

[CORPORATE SEAL]

ATTEST: _____
Witness Date

Awarded Date _____

ATTEST: _____
Witness Date

Effective Date _____

BID FORM
Specification Number PD09-10.045
CONTRACT FOR THE SALE OF RECYCLABLE PAPER STOCK

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **CONTRACT FOR THE SALE OF RECYCLABLE PAPER STOCK** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

DESCRIPTION

1. **Old Corrugated Containers (OCC) #11 OCC**
 - a) The Floor Price for OCC shall be the minimum price paid the Buyer, \$ _____ **minimum price per ton**
 - b) The Purchase Price per ton for OCC shall be equal to _____% percent of the high side of the price quoted in the Secondary Fiber Pricing Southeast USA Region OCC plus \$ _____ **per ton.**
2. **Old News Print (ONP) #8 ONP**
 - a) The Floor Price for #8 De-Ink News tons shall be the minimum price paid by the Buyer, \$ _____ **minimum price per ton.**
 - b) The Purchase Price per ton for #8 De-Ink News shall be equal to _____% percent of the high side of the Secondary Fiber Pricing Southeast USA Region for ONP plus \$ _____ **per ton.**

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
 Document Number _____
 Occupational License No. _____
 Type of Contractor's License, Certification and/or
 Registration No. _____
 Expiration Date: _____

Bidder: _____
 By: _____
 Signature: _____
 Title: _____
 Address: _____

Terms of Payment
 (Check one) Net 30 Days ___ 2% 10th Prox ___

Person to contact concerning this bid:

Will your company accept Escambia County Purchasing
 Cards? Yes ___ No ___.

Phone/Toll Free/Fax # _____

Will your company accept Escambia County Direct Payment Vouchers? Yes _____ No _____.

E-Mail Address: _____

Home Page Address: _____

Person to contact for emergency service:

Phone/Cell/Pager #: _____

County Permits/Fees required for this project:

<u>Permit</u>	<u>Cost</u>
_____	_____
_____	_____
_____	_____

Person to contact for disaster service:

Home Address: _____

Home Phone/Cell/Pager #: _____

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

Purchasing Agreements with Other Governmental Agencies

Accept provisions of purchase agreement with other governmental agencies

[] Yes [] No

Signature: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home <http://www.myescambia.com/Bureaus/ManagementServices/Purchasing.html>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 09-10.049 “Contract for the Sale of Recyclable Paper Stock”,
Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must
mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

This is a contract for the Sale of Recyclable Paper Stock. Escambia County is seeking a responsible vendor who is interested in purchasing various types of recyclable paper stock.

2. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, Purchasing Coordinators, (850) 595-4878, Fax (850) 595-4805. Technical questions may be directed to: Jim Howes, Division Manager, Recycling, (850)937-2144, Fax (850) 937-2152.

3. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Pre-Solicitation Conference and Walkthrough**

All interested parties are invited to attend a pre-solicitation conference on Tuesday, April 27, 2010 at the Solid Waste Management Conference Room; 13009 Beulah Road Cantonment, Florida 32533, commencing at 9:00 a.m. CDT. At this time, the Board's representative will be available to answer questions relative to this Solicitation. Any suggested modifications may be presented in writing to, or discussed with, the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation.

5. **F.O.B. Point**

The F.O.B. point shall be Escambia County. The prices offered shall include all costs of transporting and unloading to designated shipping point. Vendors must provide trailers for transportation. "Live Loading" will be discouraged.

6. **Delivery**

Pickup of material will be as notified by Escambia County. The quantity will depend upon the County's volume of material at the time of request.

7. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

8. **Payment**

Payments in the full amount for the value of items received from Escambia County Division of Solid Waste Management and accepted by the vendor shall be made on Net 30 terms to:

Escambia County Department of Solid Waste Management
1300 Beulah Road
Cantonment, Florida 32533
Attention: Jim Howes, Recycling Operations Manager
Telephone: (850) 937-2144
Fax: (850) 937-2152

9 **Required Documentation**

The awarded vendor shall supply a certified weight ticket to Escambia County Solid Waste Management on every shipment picked up.

10 **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

12. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include

all this information when returning your bid.

13. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

14. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of three (3) years. Changes in the terms of condition shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

C. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

D. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

E. In the event of termination by either party as provided herein, the awarded vendor shall pay Escambia County for services performed and goods picked up through the date of termination.

15. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

17. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offeror ' s area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid/proposal form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

18. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

19. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid/proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

20. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

21. **Award**

Escambia County reserves the right to award on an "all-or-none" basis to one offeror or to award on an "item-by-item" basis, whenever it is in the best interest of and/or most advantageous to the County.

22. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

23. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

24. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown below.

<u>Material</u>	<u>Average Load Tonnage</u>	<u>Weekly Tonnage Generated</u>
Old News Print (ONP)	22-23 Tons	44-46 Tons
Old Corrugated Containers (OCC)	22-23 Tons	22-23 Tons

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to any minimum or maximum amount during the life of this contract.

Insurance Requirements

25. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of

them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage

coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County ' s acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Joe Pillitary, Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

26. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

EXHIBIT A
SCOPE OF WORK
PD 09-10.049

SALE OF RECYCLABLES FROM THE ESCAMBIA COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT (DSWM) FOR HARD WHITE SHAVINGS/MIX, MIXED PAPER, CORRUGATED CONTAINERS, SPECIAL NEWS – DE-INK QUALITY, TELEPHONE DIRECTORIES, AND SORTED WHITE LEDGER

Effective: June 1, 2010 through May 31, 2013

1. DEFINITIONS

For the purposes of this Agreement the following definitions shall apply:

- a) **Floor Price** shall be the minimum price paid per ton by the Buyer for each Material as stated in Section 2,3,4,5, and 6.
- b) **Material** shall mean all Material hereinafter defined in this Agreement.
- c) **OCC** shall mean paper of the grade known as grade #11 Corrugated Containers, de fined in the S Circular as defined in Institute of Scrap Recycling Industries, Inc.—Scrap Specifications (Exhibit “B” pages 23-35 includes OCC and ONP).
- d) **OCC** shall mean paper of the grade known as grade #11 Corrugated Containers, as defined in the SS Circular
- e) **ONP** Shall mean sorted recovered newspaper of the grade known as #8 De-Ink News. As defined, the material will consist of sorted, fresh, dry, sunburn free newspaper not containing more than the normal percentage of inserts; overissue news; or pressroom waste without heavy ink sheets; and less than 1% magazines. Total out throws may not exceed 2%.
- f) **Preceding Month** shall mean the calendar month immediately preceding any calendar month in which Material is shipped and purchased hereunder.
- g) **Ton** Shall mean a short ton (2000 Pounds).
- h) **Secondary Fiber Pricing** shall mean the internet service available posting current announced paper stock mill prices for the Southeast Region.
- i) **Outthrows** – The term “Outthrows” as used throughout this section is defined as “all papers that are so manufactured or treated or are in such a form as to be unsuitable for consumption as the grad specified..
- j) **Prohibitive Materials** –The term “Prohibitive Materials” as used throughout this section is defined as:
 - a. Any materials which by their presence in a packing of paper stock, in excess of the amount allowed, will make the packaging unusable as the grade specified.
 - b. Any materials that may be damaging to equipment.

Note: The maximum quantity of outthrows' indicated in connection the following grade definitions is understood to be the TOTAL of "Outthrows" and "Prohibitive Materials."

A material can be classified as an "Outthrow" in one grade and as a "Prohibitive Material" in another grade. Carbon paper, for instance, is "UNSUITABLE" in Mixed Paper and is, therefore, classified as an Outthrow:" whereas it is "UNUSABLE" in White Ledger and in this case is classified as a "Prohibitive Material."

Whether or not the shipment is to be replaced is to be decided by mutual agreement between Buyer and Seller

2. HARD WHITE SHAVINGS/MIX

- a) The Floor Price for Hard White Shavings/Mix shall be the minimum price paid by the Buyer per ton.
- b) The Purchase Price per ton for Hard White Shavings/Mix shall be based on inspections performed by vendors at the prebid meeting (information/grade not available in ISRI system).

3. MIXED PAPER

- a) The Floor Price for Mixed Paper shall be the minimum price paid per ton by the Buyer.
- b) The Purchase Price per ton for Mixed Paper shall be equal to the percentage of the high side of the price quoted in the Secondary Fiber Pricing Southeast USA Region Mixed Paper plus a monetary amount per ton.

4. OCC

- a) The Floor Price for OCC shall be the minimum price paid by the Buyer per ton.
- b) The Purchase Price per ton for OCC shall be equal to the percentage of the high side of the price quoted in the Secondary Fiber Pricing Southeast USA Region OCC plus a monetary amount per ton.

5. ONP

- a) The Floor Price for #8 De-Ink News tons shall be the minimum price paid by the Buyer per ton.
- c) The Purchase Price per ton for #8 De-Ink News shall be equal to the percentage of the high side of the Secondary Fiber Pricing Southeast USA Region for ONP plus a monetary amount per ton.

6. SORTED WHITE LEDGER

- a) The Floor Price for Sorted White Ledger shall be the minimum price paid by the Buyer per ton.
- b) The Purchase Price per ton for Sorted White Ledger shall be equal to the percentage of the high side of the Secondary Fiber Pricing Southeast USA Region for Grade #40 plus a monetary amount per ton.

7. TELEPHONE DIRECTORIES

- a) The term of this Agreement shall commence June 1, 2010 and continue until May 31, 2013.

8. BUYER PERFORMANCE GUARANTEE

- a) Buyer is obligated to meet minimum performance standards associated to the Material purchase as

follows:

- b) Buyer agrees to make available necessary equipment to accept Supplier's Material. Liquidated damages for failure of Buyer to accept Supplier's Material or to supply resources necessary to accept deliveries will equal the recovery of the sum of the Supplier's revenues for the Material and the Supplier's costs.
- c) Buyer agrees to pay for Supplier's Preceding Month's Material within thirty (30) days.
- d) Failure of Buyer to make payment as specified for Material will result in 0.02% per day interest.

9. SUPPLIER WARRANTIES

Supplier warranties to Buyer that:

- a) The Material will conform to the requirements of Material as set forth in Section 1 of this Agreement. Notwithstanding anything herein to the contrary, Material shall not include, and Buyer shall not be deemed to have accepted, nor shall title thereto be deemed to have transferred to Buyer, any material defined as a "Hazardous Substance" under the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. S9601 et seq., as amended, or any material defined as a "Hazardous or Toxic Wastes" under the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. S9601 et seq., as amended. If all or any portion of any load of material received by Buyer contains any Hazardous Substance or Hazardous or Toxic Wastes, as defined, Buyer shall have the right to reject and return such load to the Supplier, and Supplier shall be responsible for the lawful disposition of such Hazardous Substance and/or Hazardous or Toxic Wastes, and for the reimbursement to Buyer of all costs incurred in connection with the return of such Hazardous Substance and/or Hazardous or Toxic Wastes to the Supplier.
- b) The moisture content shall not exceed the percentage (%) by weight stated on the proposal form, however, in the event the moisture content exceeds the allowed percentage, the Buyer's remedy shall be to make a weight adjustment on the excess moisture and proceed.
- c) Should any shipment hereunder fail to meet the specifications for Material or the additional requirements set fourth herein, the Buyer shall notify Supplier immediately by facsimile and allow Supplier two (2) business days to inspect said shipment. Supplier shall notify Buyer by facsimile immediately upon said notice of Supplier's intent to inspect such shipment. If Buyer is not received notification of intent to inspect within twenty-four (24) hours of Buyer's notification to Supplier then Supplier's right to inspection shall be deemed waived. Upon completion of the aforesaid procedures, Buyer may, at its sole option:
 - d) Reject a non-conforming shipment by immediate telephone or facsimile notice to Supplier; or
 - e) Accept a non-conforming shipment and take such action as may be necessary to process such shipment to Material acceptable hereunder and make an appropriate adjustment to the Purchase Price;
 - f) Supplier shall either reimburse Buyer or credit Buyer's account, as requested by Buyer, for reasonable costs incurred by Buyer in connection with any such non-conforming shipment, including freight costs and weight reductions for out throws and excess moisture.
- g) **Supplier shall hold harmless, indemnify and defend Buyer, its parent, subsidiary, and affiliated corporations and their respective officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities, costs and expenses (including without limitation, reasonable**

attorneys fees and expenses) in connection with, based upon or in any way related to the presence of any Hazardous Substance or Hazardous or Toxic Wastes received by Buyer from Supplier, and shall promptly take return of any such materials and ensure proper handling and disposition of same

10. MISCELLANEOUS

a) This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof, and supersedes all other prior agreements or understandings (express or implied) between and concerning the same subject matter. In case of any conflict between this Agreement and any other future incidental documents passing between the parties such as purchase orders, invoices and acknowledgements, this Agreement shall control.

b) This Agreement may be amended or modified only in writing signed by both parties.

c) Notice shall mean notice in writing and given to the party to receive such notice by (i) hand delivery, (ii) first-class, registered or certified mail, postage prepaid, prepaid, return receipt requested, or (iii) facsimile, at the address set forth below.

To Supplier: Escambia County Department of Solid Waste Management
13009 Beulah Road
Cantonment, FL 32533
Attn: Jim Howes, Division Manager, Recycling
Telephone: (850) 937-2144
Facsimile: (850) 937-2152

To: Buyer:

d) All notices shall be deemed to have been received three (3) business working days after the date of mailing thereof or on receipt (including facsimile receipt), whichever is earlier. In the event of notification by facsimile, the party providing such facsimile notice shall also mail an additional copy by regular mail to the other party at the address indicated above. Either party may change the address specified herein for the receipt of its notices by giving written notice to the other party in accordance with this Section.

e) Either party's failure to perform its obligations hereunder shall be excused to the extent and for the period of time such nonperformance is caused by war, invasion, fire, explosion, flood, riot, strikes, acts of God, delays or defaults of carriers, energy shortages, acts of government or governmental agencies or instrumentalities or other contingencies beyond such party's reasonable control. The excuse of performance provided herein shall not be available to a party that fails to employ diligence in removing or curing such event of force majeure. The party affected by force majeure shall give the other party prompt written notice of any inability to perform hereunder, and a best estimate of when performance will resume.

f) In connection with the performance of their duties hereunder, the parties agree to comply strictly with all applicable federal, state and local statutes, laws, ordinances, rules and regulations of any nature whatsoever.

g) This Agreement has been made, executed and delivered at the offices of Supplier, in Cantonment, Florida and shall in all respects be governed by, and interpreted in accordance with, the laws of the State of Florida, and the parties consent and submit to the jurisdiction of all courts of the State of Florida and venue shall be in Escambia County, Florida.

- h) No waiver of any default hereunder by either party or failure to exercise any right hereunder shall be deemed a waiver of any subsequent default or of such right.
- i) The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed upon by or available under law.
- j) The invalidity or unenforceability of all or any provision herein, shall not affect the validity or enforceability of any other provision or the remainder of any such provision.



Guidelines for Paper Stock: PS-2007—Domestic Transactions

Paper Stock: Domestic Transactions

Preamble

These standards and practices apply to paper stock for repulping only and are for use in the United States, Canada, and Mexico. Transactions may be modified by mutual agreement between Buyer and Seller.

Basic to the Success of any Buyer-Seller Relationship is an Atmosphere of "Good Faith."

In keeping with this, the following principles have been established:

1. Seller must use due diligence to ascertain that shipments consist of properly packed paper stock and that shipments are made during the period specified.
2. Arbitrary deductions, cancellations and/or rejections by the Buyer are counter to acceptable good trade practices.
3. Seller shall provide the quality of paper stock agreed upon but shall not be responsible for the use of the paper stock or of the manufactured product.

I. The Purchase Agreement

Each transaction covering the purchase or sale of paper stock shall be confirmed in writing and include agreement on the following items:

1. **Quantity**
Where possible, the quantity shall always be specified in terms of a definite number of short tons of 2,000 lbs. each or metric tonnes of 2,204.6 pounds each.
 - a. When the quantity is specified in tons or tonnes, the order shall be considered completed when aggregate shipments are 5% under or over the quantity ordered.
 - b. When the quantity is specified in carloads or truckloads, a "load" shall be defined as a truck, trailer, or railcar loaded to full visible capacity not to exceed established legal weight limits.
 - c. The Buyer and Seller may establish minimum carload and/or truckload weights.
2. **Grades**
Where possible, each grade purchased shall be specified in accordance with the grade as defined in SECTION VI herein.
3. **Packing**
Unit type, i.e.: bales, skids, rolls, pallets, boxes, securely tied bundles or loose should be specified.
4. **Pricing and Terms**
The agreed price and payment terms shall be clearly stated.
5. **Shipping Terms**
Shipping terms shall be indicated with the use of phrases such as "f.o.b. shipping point" or "f.o.b. delivered."
6. **Shipping Instructions**
Shipping instructions should clearly specify shipping schedule, route, carrier and destination.
7. **Shipping Period**
The shipping period shall be understood to be within the same calendar month of the date of the order unless otherwise specified.

II. Fulfillment by the Seller

The practice of the Seller shall be in accordance with the following:

1. **Acceptance**
All orders shall be confirmed in writing.
2. **Grading**
Paper stock sold under the grade names appearing in SECTION VI shall conform to those grading definitions.
3. **Baling**
Each bale must be secured with a sufficient number of bale ties drawn tight to ensure a satisfactory delivery.
4. **Tare**
If agreed to by the Buyer, sides and headers may be used to make a satisfactory delivery of the bales but must not be excessive. The weight of skids, Gaylord boxes and other similar materials shall be deducted from the gross invoice weight.
5. **Loading**
Paper stock shall be loaded as follows:
 - a. Before they are loaded, railcars and trucks shall be free from objectionable materials and odors, and shall have sound floors and doors.
 - b. All loads should consist entirely of one grade of paper stock unless otherwise agreed to. When two or more grades are included in the same load, units of each grade should be kept together in a separate part of the railcar or truck.
 - c. Paper stock must be loaded in a manner that will minimize shiffling and breakage. Excessive breakage due to improper loading can be cause for rejection.
 - d. Paper stock shall be loaded in accordance with industry safety best practices.

Please refer to the following guide for valuable safety information: <http://www.isri.org/safeshipping>
6. **Shipping Notice/Bill of Lading**
Shipping by Truck
A bill of lading or shipping notice shall accompany each shipment to the Buyer and should include the following:
 - a. Date of shipment
 - b. Release number (if applicable)

Paper Stock Industries

A NATIONAL CHAPTER OF THE INSTITUTE OF SCRAP RECYCLING INDUSTRIES, INC.

- c. Number of bales/rolls
- d. Grade of paper
- e. Name of trucking company, trailer number and driver's signature
- f. Shipper's signature

Shipping by Rail

When shipping by railcar, a bill of lading with shipping instructions shall be provided to the railroad and to the Buyer immediately upon release of the railcar and these documents should include the following:

- a. Date of shipment
- b. Release number (if applicable)
- c. Number of bales/rolls
- d. Grade of paper
- e. Car number
- f. Weighing instructions
- g. Routing
- h. Destination
- i. Shipper's signature

7. Invoicing

Invoices, if required, should conform to instructions on the order and include the following data:

- a. Date of shipment
- b. Railcar or truck number
- c. Customer's order number
- d. Release Number (if applicable)
- e. Shipper's invoice number
- f. FOB point
- g. Number of units (bales, rolls, skids etc.)
- h. Weight and grade
- i. Price and extension
- j. Payment terms

8. Rejection

When notified of a rejection, the Seller must, within two business days, advise the Buyer as to which of the following procedures the Seller has decided upon:

- a. Agree with the Buyer to a compromise acceptance and settlement.
- b. Inspect the quality of the rejected material. The inspection and final disposition by the Seller shall take place within three business days of the notification. By mutual agreement, this time limit may be exceeded.
- c. Order reshipment of the material.
- d. Request that the Buyer agree to submit the rejected shipment to arbitration.

III. Fulfillment by the Buyer

The practice of the Buyer shall be in accordance with the following:

Upon receipt of the shipment, the Buyer is to make all possible effort to inspect the contents while it is still loaded.

- a. **Acceptable Loads** (i.e. quality of paper stock, weight, bale integrity, moisture, order quantity, etc.)

- if the shipment appears to be in accordance with the order, the shipping notice and other parameters as established between the Buyer and the Seller, the Buyer shall proceed with the unloading and shall provide the Seller with the receiving weights within three business days of unloading.

- b. **Unacceptable Loads** (i.e. quality of paper stock, weight, bale integrity, moisture, order quantity, etc.)

- if the shipment does not appear to be in accordance with the order, the shipping notice or any other parameters as established between the Buyer and the Seller, the Buyer shall immediately notify the Seller.

- the Buyer shall set aside any portion of the shipment that is controversial and take reasonable care to protect that paper stock from any external deterioration or contamination until the final disposition of that shipment is determined.

Buyer has 21 days to downgrade or reject

- if the Buyer, at any time with 21 calendar days after receipt of a shipment, finds objectionable materials heretofore not visible, the Buyer shall have the right to downgrade or reject the paper stock and shall immediately notify the Seller. The Seller will then determine the final disposition of the shipment.

- in the event of a rejection, the Buyer shall be responsible for any paper stock used by the Buyer, and the attendant freight, other than such quantity as may be considered reasonable for laboratory sampling or testing purposes.

IV. Miscellaneous Practices**1. Ownership**

- a. If the shipment is purchased "f.o.b. shipping point" and is in accordance with the agreement covering the transaction, it becomes the property of the Buyer when loaded on the transportation vehicle.
- b. If the shipment is purchased on a "delivered destination" basis and is in accordance with the agreement covering the transaction, it remains the property of the Seller until it is delivered to the Buyer by carrier.
- c. If the shipment is purchased on an "f.o.b. shipping point-specified freight allowed" basis and is in accordance with the agreement covering the transaction, it becomes the property of the Buyer when loaded on the transportation vehicle.

2. Demurrage Charges

- a. Any demurrage accrued on a shipment due to the failure of the Seller to ship in accordance with the order, except with respect to quality, is the liability of the Seller.
- b. In the event that a rejection for quality stands, any demurrage accruing on the shipment prior to notification to the Seller shall be the Buyer's liability.

- c. In the event that negotiation of a substantiated rejection for quality results in agreement by the Buyer to accept the shipment, then only the demurrage, following notification of rejection—and including 24 hours after the agreement—becomes the liability of the Seller. Demurrage accruing prior to and including the day of notification becomes the liability of the Buyer.
- 3. Carrier Selection**
- a. F.O.B. Shipping Point. Selection of the carrier is at the discretion of the Buyer unless otherwise agreed.
- b. F.O.B. Delivered. Selection of the carrier is at the discretion of the Seller unless otherwise agreed. Should the Buyer specify a carrier or routing which results in a freight cost higher than would have occurred had the Seller selected the carrier or routing, the difference shall be charged to the Buyer.
- c. Any extra switching or excess freight charges accruing on a shipment due to the failure to the Seller to protect the agreed upon minimum rail rate or to ship in accordance with the agreement, is the liability of the Seller.
- 4. Weight Discrepancies**
- No debits, credits or adjustments shall be issued on any shipment of paper stock when the weight variation is 1% or less.
- In the event that a discrepancy exceeds those parameters mentioned above as "allowable," the Buyer and Seller shall exchange copies of unloading and loading records showing individual bale weights. In the event that both parties have such records, and errors cannot be determined, it is recommended that the weight closest to the public carrier's scale weight be assumed to be correct. In the absence of such records on the part of one of the parties, the records of the other party shall govern.
- 5. Moisture content**
- a. All paper must be packed air dry.
- Where excess moisture is present in the shipment, the Buyer has the right to request an adjustment and if a settlement cannot be reached, the Buyer has the right to reject the shipment.
- 6. Replacement of Shipment**
- a. In the event that any shipment is rejected due to quality:
- Whether or not the shipment is to be replaced is to be decided by mutual agreement between Buyer and Seller.
- 7. Promptness of Shipment**
- In the event that shipments are postponed:
- a. On instructions of the BUYER, the Seller shall have the option of extending the time limit of the order by the same number of days of the postponement, or of canceling that portion of the order on which shipment was postponed. Seller shall promptly notify Buyer of option selected.
- b. On the instructions of the SELLER, the Buyer shall have the option of extending the time limit of the order by the same number of days of the postponement, or of canceling that portion of the order on which ship-

ment was postponed. Buyer shall promptly notify Seller of option selected.

V. Arbitration

- In the event of a total disagreement between Buyer and Seller, the dispute should be submitted to ISRI arbitration.
- In all cases, the cost of arbitration shall be borne by the party found to be at fault, or split in the event of compromise, as determined by the arbitrators.

VI. Grade Definitions

The definitions which follow describe grades as they should be sorted and packed. CONSIDERATION SHOULD BE GIVEN TO THE FACT THAT PAPER STOCK AS SUCH IS A SECONDARY MATERIAL PRODUCED MANUALLY AND MAY NOT BE TECHNICALLY PERFECT. Definitions may not specifically address all types of processes used in the manufacture or recycling of paper products. Specific requirements should be discussed between Buyer and Seller during negotiations.

Outthrows

The term "Outthrows" as used throughout this section is defined as "all papers that are so manufactured or treated or are in such a form as to be unsuitable for consumption as the grade specified."

Prohibitive Materials

The term "Prohibitive Materials" as used throughout this section is defined as:

- Any materials which by their presence in a packing of paper stock, in excess of the amount allowed, will make the packaging unusable as the grade specified.
- Any materials that may be damaging to equipment.

Note: The maximum quantity of "Outthrows" indicated in connection with the following grade definitions is understood to be the TOTAL of "Outthrows" and "Prohibitive Materials:"

A material can be classified as an "Outthrow" in one grade and as a "Prohibitive Material" in another grade. Carbon paper, for instance, is "UNSUITABLE" in Mixed Paper and is, therefore, classified as an "Outthrow," whereas it is "UNUSABLE" in White Ledger and in this case is classified as a "Prohibitive Material."

Glossary of Terms

A supplemental glossary of paper stock terms is located on page 53. The purpose of this limited list of terms is to help the user better understand specific grade definitions contained within this Circular.

(1) Residential Mixed Paper

Consists of a mixture of various qualities of paper not limited as to type of fiber content, normally generated from residential, multi-material collection programs.

Prohibitive Materials may not exceed	2%
Total Outthrows may not exceed	5%

(2) Soft Mixed Paper

Consists of a clean, sorted mixture of various qualities of paper not limited as to type of fiber content.

Prohibitive Materials may not exceed	2%
Total Outthrows may not exceed	5%

(3) Hard Mixed Paper (HMP)

Consists of a clean, sorted mixture of various qualities of paper containing less than 10% groundwood content.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	3%

(4) Boxboard Cuttings

Consists of new cuttings of paperboard used in the manufacture of folding cartons, set-up boxes and similar boxboard products.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	2%

(5) Mill Wrappers

Consists of paper used as outside wrap for rolls, bundles, or skids of finished paper.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	3%

(6) News

Consists of newspaper as typically generated from news drives and curbside collections.

Prohibitive Materials may not exceed	1%
Total Outthrows may not exceed	5%

(7) News, De-ink Quality (#7 ONP)

Consists of sorted, fresh newspapers, not sunburned, containing not more than the normal percentage of rotogravure and colored sections. May contain magazines.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/4 of 1%

(8) Special News, De-ink Quality (#8 ONP)

Consists of sorted, fresh newspapers, not sunburned, free from magazines, white blank, pressroom over-issues, and paper other than news, containing not more than the normal percentage of rotogravure and colored sections. This grade must be tare-free.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/4 of 1%

(9) Over-Issue News (OI or OIN)

Consists of unused, overrun newspapers printed on newsprint, containing not more than the normal percentage of rotogravure and colored sections.

Prohibitive Materials	None permitted
Total Outthrows	None permitted

(10) Magazines (OMG)

Consists of coated magazines, catalogues, and similar printed materials. May contain a small percentage of uncoated news-type paper.

Prohibitive Materials may not exceed	1%
Total Outthrows may not exceed	3%

(11) Corrugated Containers (OCC)

Consists of corrugated containers having liners of either test liner, jute or kraft.

Prohibitive Materials may not exceed	1%
Total Outthrows may not exceed	5%

(12) Double-Sorted Corrugated (DS OCC)

Consists of double-sorted corrugated containers, generated from supermarkets and/or industrial or commercial facilities, having liners of test liner, jute, or kraft. Material has been specially sorted to be free of boxboard, off-shore corrugated, plastic, and wax.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	2%

(13) New Double-Lined Kraft Corrugated Cuttings (DLK)

Consists of new corrugated cuttings having liners of either test liner, jute, or kraft. Treated medium or liners, insoluble adhesives, butt rolls, slabbed or hogged medium, are not acceptable in this grade.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(14) Fiber Cores

Consists of paper cores made from either chipboard and/or linerboard, single or multiple plies. Metal or plastic end caps, wood plugs, and textile residues are not acceptable in this grade.

Prohibitive Materials may not exceed	1%
Total Outthrows may not exceed	5%

(15) Used Brown Kraft

Consists of brown kraft bags free of objectionable liners and original contents.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/2 of 1%

(16) Mixed Kraft Cuttings

Consists of new brown kraft cuttings, sheets and bag scrap free of stitched paper.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	.1%

(17) Carrier Stock

Consists of printed or unprinted, unbleached new beverage carrier sheets and cuttings. May contain wet strength additives.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(18) New Colored Kraft

Consists of new colored kraft cuttings, sheets and bag scrap, free of stitched papers.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(19) Grocery Bag Scrap (KGB)

Consists of new brown kraft bag cuttings, sheets and misprint bags.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(20) Kraft Multi-Wall Bag Scrap

Consists of new brown kraft multi-wall bag cuttings, sheets, and misprint bags, free of stitched papers.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(21) New Brown Kraft Envelope Cuttings

Consists of new unprinted brown kraft envelopes, cuttings or sheets.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(22) Mixed Groundwood Shavings

Consists of trim of magazines, catalogs and similar printed matter, not limited with respect to groundwood or coated stock, and may contain the bleed of cover and insert stock as well as beater-dyed paper and solid color printing.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(23) Telephone Directories

Consists of clean telephone directories printed for or by telephone directory publishers.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/2 of 1%

(24) White Blank News (WBN)

Consists of unprinted cuttings and sheets of white newsprint or other uncoated white groundwood paper of similar quality.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(25) Groundwood Computer Printout (GW CPO)

Consists of groundwood papers which are used in forms manufactured for use in data processing machines. This grade may contain colored stripes and impact or nonimpact (e.g., laser) computer printing.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(26) Publication Blanks (CPB)

Consists of unprinted cuttings or sheets of white coated or filled groundwood content paper.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(27) Flyleaf Shavings

Consists of trim from magazines, catalogs and similar printed matter. May contain the bleed of cover and insert stock to a maximum of 10% dark colors. Beater-dyed paper may not exceed 2%. Shavings of novel news or newsprint grades may not be included in this grade.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(28) Coated Soft White Shavings (SWS)

Consists of unprinted, coated, and uncoated shavings and sheets of white groundwood-free printing paper. May contain a small percentage of groundwood.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(29) (Grade not currently in use)**(30) Hard White Shavings (HWS)**

Consists of shavings or sheets of unprinted, untreated white groundwood-free paper.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/2 of 1%

(31) Hard White Envelope Cuttings (HWEK)

Consists of groundwood-free cuttings, shavings, or sheets of unprinted, untreated, and uncoated white envelope paper.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/2 of 1%

(32) (Grade not currently in use)**(33) New Colored Envelope Cuttings**

Consists of groundwood-free cuttings, shavings, or sheets of untreated, uncoated bleachable colored envelope paper.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(34) (Grade not currently in use)**(35) Semi Bleached Cuttings**

Consists of sheets and cuttings of unprinted, untreated, groundwood-free paper such as file folder stock, manila tabulating card trim, untreated milk carton stock, or manila tag.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(36) (Grade not currently in use)**(37) Sorted Office Paper (SOP)**

Consists of paper, as typically generated by offices, containing primarily white and colored groundwood-free paper, free of unbleached fiber. May include a small percentage of groundwood computer printout and facsimile paper.

Prohibitive Materials may not exceed	2%
Total Outthrows may not exceed	5%

(38) (Grade not currently in use)**(39) Manifold Colored Ledger (MCL)**

Consists of sheets, shavings, and cuttings of industrially-generated printed or unprinted colored or white groundwood-free paper. All stock must be uncoated and free of nonimpact printing. A percentage of carbonless paper is allowable.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	2%

(40) Sorted White Ledger (SWL)

Consists of uncoated, printed or unprinted sheets, shavings, guillotined books, and cuttings of white groundwood-free ledger, bond, writing, and other paper which has similar fiber and filler content.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	2%

(41) Manifold White Ledger (MWL)

Consists of sheets, shavings, and cuttings of industrially-generated printed or unprinted white groundwood-free paper. All stock must be uncoated and free of nonimpact printing.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	2%

(42) Computer Printout (CPO)

Consists of white groundwood-free paper in forms manufactured for use in data processing machines. This grade may contain colored stripes and impact or non-impact (e.g. laser) computer printing, and may contain no more than 5% groundwood in the pack. All stock must be untreated and uncoated.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(43) Coated Book Stock (CBS)

Consists of coated groundwood-free paper, printed or unprinted in sheets, shavings, guillotined books and cuttings. A reasonable percentage of paper containing fine groundwood may be included.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(44) Coated Groundwood Sections (CGS)

Consists of printed, coated groundwood paper in sheets, sections, shavings or guillotined books. This grade may not include news quality groundwood paper.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(45) Printed Bleached Board Cuttings

Consists of groundwood-free printed bleached board cuttings, free from misprint sheets, cartons, wax, greaseproof lamination, gilt, and inks, adhesives or coatings that are insoluble.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	2%

(46) Misprinted Bleached Board

Consists of groundwood-free misprint sheets and cartons of bleached board, free from wax, greaseproof lamination, gilt, and inks, adhesives or coatings that are insoluble.

Prohibitive Materials may not exceed	1%
Total Outthrows may not exceed	2%

(47) Unprinted Bleached Board

Consists of groundwood-free unprinted, untreated bleached board cuttings, sheets or rolls, free from wax, greaseproof lamination and adhesives or coatings that are insoluble.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(48) #1 Bleached Cup Stock (#1 Cup)

Consists of untreated cuttings or sheets of coated or uncoated cup base stock. Cuttings with slight bleed may be included. Must be free of wax, poly, and other coatings that are insoluble.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/2 of 1%

(49) #2 Printed Bleached Cup Stock (#2 Cup)

Consists of printed, untreated formed cups, cup die cuts, and misprint sheets of coated or uncoated cup base stock. Glues must be water soluble. Must be free of wax, poly, and other coatings that are insoluble.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(50) Unprinted Bleached Plate Stock

Consists of groundwood-free bleached coated or uncoated, untreated and unprinted plate cuttings and sheets.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/2 of 1%

(51) Printed Bleached Plate Stock

Consists of groundwood-free bleached coated or uncoated, untreated printed plates and sheets. Must be free of coatings or inks that are insoluble.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

The Paper Stock Industries Chapter of ISRI is not establishing specific specifications, which would refer to such factors as the type of wet strength agent used, the percentage of wax, the amount of polycoating, whether it is on top of or under the printing, etc. The specification for each grade should be determined between Buyer and Seller, and it is recommended that purchase be made based on sample.

These specialty grades are as follows:

1-S	White Waxed Cup Cuttings
2-S	Printed Waxed Cup Cuttings
3-S	Plastic Coated Cups
4-S	Polycoated Bleached Kraft-Unprinted
5-S	Polycoated Bleached Kraft-Printed
6-S	Polycoated Milk Carton Stock
7-S	Polycoated Diaper Stock
8-S	Polycoated Boxboard Cuttings
9-S	Waxed Boxboard Cuttings
10-S	Printed and/or Unprinted Bleached Sulphate Containing Foil
11-S	Waxed Corrugated Cuttings
12-S	Wet Strength Corrugated Cuttings
13-S	Asphalt Laminated Corrugated Cuttings
14-S	Beer Carton Scrap
15-S	Contaminated Bag Scrap
16-S	Insoluble Glued Free Sheet Paper and/or Board (IGS)
17-S	White Wet Strength Scrap
18-S	Brown Wet Strength Scrap
19-S	Printed and/or Colored Wet Strength Scrap
20-S	File Stock
21-S	New Computer Print Out
22-S	Ruled White
23-S	Flyleaf Shavings Containing Hot Melt Glue
24-S	Carbon Mix
25-S	Books with Covers
26-S	Unsorted Tabulating Cards
27-S	Colored Tabulating Cards
28-S	Carbonless Treated Ledger
29-S	(Not currently in use)
30-S	Plastic Windowed Envelopes
31-S	Textile Boxes
32-S	Printed TMP
33-S	Unprinted TMP
34-S	Manila Tabulating Cards
35-S	Sorted Colored Ledger

Specialty Grades

The grades listed below are produced and traded in carload and truckload quantities throughout the United States, and because of certain characteristics (i.e., the presence of wet strength, polycoatings, plastic, foil, carbon paper, hot melt glue), are not included in the regular grades of paper stock. However, it is recognized that many mills have special equipment and are able to utilize large quantities of these grades. Since many paper mills around the world do use these specialty grades, they are being listed with appropriate grade numbers for easy reference.

Glossary of Paper Stock Terms for Both Domestic and Export Transactions

The following is a glossary of paper stock terms used within section VI, Grade Definitions, of the Guidelines for Paper Stock: PS-2005, for both Domestic and Export Transactions. These terms are not intended as a dictionary, but as a guide to help the Circular user better understand specific grade definitions as used in the recovered paper industry.

ADHESIVES: Bonding substances that are non-water soluble are considered contaminants in pulp subs, groundwood and deinking grades.

BEATER-DYED: Paper dyed or colored during the paper manufacturing process.

BLEACHED: Paper that has been whitened by chemicals.

BOARDS: Paperboard 0.006 inch or thicker.

BOGUS: Paper of inferior quality to a standard grade.

BOXBOARD: Paperboard made from a variety of recovered fibers having sufficient folding properties and thickness to be used to manufacture folding or set-up boxes.

CHEMICAL WOOD-FIBER PULP: Generic for cellulose fiber isolated and purified by a chemical digestive process.

CHIPBOARD: Uncoated, non-folding paperboard made from a variety of recovered papers, having sufficient strength and structural properties to be used to manufacture game boards, book covers, notebook backing and similar products.

COATINGS: A layer of adhesives, clays, varnish or any barrier applied to paper.

CONTAINERBOARD: Linerboard and corrugated medium used to manufacture shipping containers.

CORES: Paper tubes on which rolls of paper may be wound for shipment.

CORRUGATED CONTAINERS: Shipping containers made with kraft paper linerboard and corrugated medium.

CUTTINGS: Paper stock by-product of paper converting operations.

FILLER/FILLED: Denotes papers that have minerals (clays or other pigments) added for improving quality or color.

FLYLEAF/SHAVINGS: Trim scrap from printing operations.

FRESHEET: Paper that contains less than 10% groundwood fiber (synonym: groundwood-free).

GROUNDWOOD: Paper made with fibers produced without chemical pulping.

GILT: Metallic (gold or silver) inks used in printing.

HOGGED: Paper that has been mechanically torn or ripped to reduce its original size.

HOT-MELT: A type of glue or adhesive applied while hot/warm. Considered a contaminant in some grades.

IMPACT (PRINTING): A paper printing process that physically applies ink to the paper surface.

INSOLUBLE GLUES: Glues that won't dissolve (break down) in water.

JUTE: Strong, long-fibered pulp made from hemp.

KRAFT: Paper made from sulfate pulp (synonyms: brown and strong).

LAMINATED: Paper manufactured by fusing one or more layers of paper together.

LINERBOARD: Outside layers of a combination board used to manufacture corrugated shipping containers.

MANIFOLD: May denote continuous forms or business forms with several parts (may be interleaved with carbon paper or be carbonless papers).

MEDIUM: The inner corrugated fluted material used to manufacture corrugated shipping containers.

NON-IMPACT: Papers having printing images formed without impact.

OFF-SHORE/ASIAN: Denotes corrugated shipping containers manufactured overseas and containing bogus liners or medium. (Color is somewhat lighter/more yellow than North American produced materials).

PAPERBOARD: Denotes paper products used for packaging (corrugated boxes, folding cartons, set-up boxes, etc.).

ROTOGRAVURE: A paper printing (intaglio) process typically used to create the highest quality of smoothness on coated and uncoated papers. Excess quantities are considered an out-throw in grades #7, #8, and #9.

SECTIONS: Unbound, unused printed material with full ink coverage.

SHAVINGS: Trim from converting and bindery operations.

SIGNATURES: A section of book obtained by folding a single sheet of printing paper.

SLABBED: Type of paper stock normally generated by cutting rolls.

SULFITE: Papers and boards made from pulps made from an acid process.

SULPHATE: Papers and boards made from alkaline processed pulps.

TEST LINER: Liners, which are the outer ply of any kind of paperboard, containing 100% recycled material.

TMP: Thermomechanical pulp.

TREATED: Paper manufactured with additives.

TRIM: Cuttings of paper stock generated at converting or bindery operations which normally have little or no printing.

ULTRA-VIOLET (UV) INKS/COATINGS: Papers having inks or coatings dried by utilizing an ultraviolet radiation method. Considered a contaminant in deinking grades.

WET STRENGTH: Papers that have been treated with a moisture-resistant chemical that inhibits pulping.

Guidelines for Paper Stock: PS-2007—Export Transactions

Paper Stock: Export Transactions

Preamble

These Guidelines apply to paper stock for repulping only and are for use in export transactions from the U.S. and Canada.

Basic to the success of any Buyer-Seller relationship is an atmosphere of "good faith."

In keeping with this, the following underlying principles have been accepted as necessary to the maintenance of amicable international dealings:

1. Seller must use due diligence to ascertain that shipments consist of properly packed paper stock and that shipment is made during the period specified.
2. Arbitrary rejections, deductions and cancellations by the Buyer are counter to acceptable good trade practice.
3. Seller shall deliver the quality of paper stock agreed upon but shall not be responsible for its use or the paper or paperboard manufactured therefrom.
4. Unless otherwise mutually agreed to by both Buyer-Seller, all transactions shall conform to the trade practice outlined in these Guidelines and the grade descriptions shown in the PSI Standards and Practices Circular.

1. The Purchase Agreement

Each transaction covering the purchase or sale of paper stock should be confirmed in writing and include agreement on the following items:

1. Quantity

Where possible, the quantity shall always be specified in terms of a definite number of metric tons of 2,204.6 pounds each, or short tons of 2,000 pounds each.

- a. If the quantity is specified in tons, the order shall be considered completed when aggregate shipments are 5% under or over the quantity ordered (unless Letter of Credit restrictions apply).
- b. If the quantity is specified in truckload and/or container load, this is defined as full visible capacity but not in excess of legal or freight line limits.

2. Grades

Where possible, each grade purchased shall be specified in accordance with the grade as defined in the latest Paper Stock Industries Chapter Standards and Practices Circular. Any deviation from the grades listed in the Paper Stock Industries Chapter Standards and Practices Circular should be specified and agreed to by both parties.

3. Packing

Whether units are to be bales, skids, rolls, pallets, boxes, or bundles should be stated. Where possible, approximate sizes or weights should be specified.

4. Price

The price agreed upon shall be clearly stated in U.S. dollars and cents.

5. Transportation Charges

These shall be clearly indicated with the use of the following phrases such as: "F.A.S. harbor," or "C&F;" "C.I.F.," or "container yard" (CY), "ex-ship," "ex-frontier."

6. Shipping

- a. Instructions—Should be provided by Buyer at time of order. Information should include: consignee; party to be notified; identification marks; insurance information; and freight payment information.
- b. Time Frame—Shipment to be completed within 30 days of receipt of order, Letter of Credit and instruction information, unless otherwise specified.

7. Terms

Payment shall be made in U.S. dollars by means of an irrevocable Letter of Credit confirmed by a U.S. bank.

8. Method of Invoicing

Invoicing instructions shall be clearly stated in Letter of Credit.

11. Fulfillment by the Seller

Practices of the Seller shall be in accordance with the following:

1. Acceptance

All orders shall be confirmed in writing.

2. Grading

Paper stock which is sold under the grade names appearing in the PSI Standards and Practices Circular shall be warranted to conform to those grading definitions.

3. Baling

Each bale must be secured with a sufficient number of bale ties drawn tight to insure a satisfactory delivery.

4. Tare

Sides and headers must be adequate to make a satisfactory delivery of the bale but must not be excessive. The weight of skids or iron cores should be deducted from a gross invoice weight.

5. Loading

Paper stock shall be loaded as follows:

- a. Before they are loaded, cars, trucks, and containers shall be in sound condition and free from odors and objectionable materials.
- b. Grades should be loaded in straight loads unless otherwise agreed to. When two or more grades are included in the same shipment, units of each grade should be kept together in a separate part of the container.

- c. Paper stock must be loaded in a manner that will minimize shifting and breakage. Excessive breakage prior to unloading may be cause for a claim.

6. Shipping Notice

A shipping notice or an invoice showing the date of shipment, container number and net weight of contents shall be mailed or telexed to the Buyer within 72 hours of shipment. On request, a bill of lading shall be furnished.

7. Invoicing

Invoicing should conform to instructions on the order and include the following data:

- a. Date of Shipment
- b. Container Number
- c. Ship Name
- d. Bill of Lading Number
- e. Customer's Order Number
- f. Shipper's Invoice Number
- g. Number of Bales, Rolls, etc.
- h. Quantity and Grade
- i. Price and Extension
- j. Terms

8. Claims

When a Seller has been notified of a claim, within five business days he/she must advise the Buyer as to which of the following procedures he/she has decided upon:

- a. Require the opportunity to inspect the quality of the material in question within five business days and during such period give Buyer final disposition.
- b. Agree with the Buyer to a compromise acceptance and settlement.
- c. Request the Buyer agree to submit the claim to arbitration.

III. Fulfillment by the Buyer

The practice of the Buyer shall be in accordance with the following:

1. Unloading

After arrival of the shipment, the Buyer is to inspect the contents so far as possible while it is still loaded.

If the shipment appears to be in accordance with the order and shipping notice, the Buyer shall proceed with the unloading.

If the shipment does not appear to be in accordance with the order and shipping notices, or if the quality of the stock is not in accordance with specifications agreed to, the Buyer shall immediately notify the Seller before unloading.

If during the process of unloading, any portion of the shipment not visible in the original inspection is not in accordance with specifications, shipping notice and order, that portion shall be set aside and the Seller immediately notified.

If at any time within 21 days after receipt of shipment, the Buyer, upon opening the bales finds objectionable materials heretofore not visible, he shall immediately notify the Seller

In the event of any claim, the Buyer shall use due diligence to protect all controversial paper stock from external deterioration or contamination.

2. Claims Other Than Quality

The Buyer shall within 10 days of unloading notify the Seller of any necessary changes and shall furnish detailed information with regard to these changes.

3. Rejection

In the event of a rejection, the Buyer shall be responsible for any paper stock used by the Buyer and the freight thereon, other than such quantity as may be considered reasonable for laboratory sampling or testing purposes. The Buyer must protect the shipment from weather or any other elements until the claim is settled.

IV. Miscellaneous Practices

1. Ownership

If the shipment is purchased on a "delivered destination" basis, and is in accordance with the agreement covering the transaction, it remains the property of the Seller until it is delivered to the Buyer by carrier.

2. Demurrage Charges

- a. Any demurrage accrued on a shipment due to the failure of the Seller to ship in accordance with the order, except with respect to quality, is the liability of the Seller.
- b. In the event that a rejection for quality stands, any demurrage accruing on the shipment prior to notification to the Seller shall be the Buyer's liability.
- c. In the event that negotiation of substantiated rejection for quality results in agreement by the Buyer to accept the shipment, then only the demurrage, following notification of the rejection—and including 24 hours after the agreement—becomes the liability of the Seller. Demurrage accruing prior to and including the day of notification becomes the liability of the Buyer.

3. Switching and Freight charges

Any extra switching or excess freight charges accruing on a shipment due to the failure of the Seller to protect the agreed upon minimum rate or to ship in accordance with the agreement is the liability of the Seller.

4. Weight Discrepancies

No debits, credits or adjustments shall be issued on any shipment of paper stock when the weight variation is 2% or less.

In the event that a discrepancy exceeds those mentioned above as "allowable," the Buyer and Seller shall exchange copies of certified weight in containers. In the event that both parties have such records, and errors cannot be determined, it is recommended that the weight closest to the public carrier's scale weight shall be assumed to be correct. Buyer and Seller should agree on the location of the public carrier's scale prior to shipment. In the absence of such records on the part of one of the parties, the records of the other party shall govern.

5. Moisture Content

All paper stock must be packed air dry. A moisture content of 12% is deemed to be air dry.

Where excess moisture is present in the shipment, the Buyer has the right to request an adjustment. Whenever possible, such adjustment shall be made on an average air dry basis.

6. Replacement of Shipment

In the event that any shipment is rejected due to quality:

Whether or not the shipment is to be replaced is to be decided by mutual agreement between Buyer and Seller.

7. Promptness of Shipment

a. In the event that Buyer causes shipment to be postponed:

On instructions of the Buyer, the Seller shall have the option of extending the time limit of the order by the same number of days of the postponement, or of canceling that portion of the order on which shipment was postponed. Seller shall promptly notify Buyer of option selected.

b. In the event that Buyer causes shipment to be postponed:

On instructions of the Seller, the Buyer shall have the option of extending the time limit of the order by the same number of days of the postponement, or of canceling that portion of the order on which shipment was postponed. Buyer shall promptly notify Seller of option selected.

8. Outthrows

Outthrows shall be understood to be all papers that are so manufactured or treated or are in such form as to be unsuitable for consumption as the grade specified.

9. Prohibitive Materials

a. Any materials which, by their presence in a packing of paper stock, in excess of the amount allowed, make the packing unusable as the grade specified.

b. Any materials which, by their presence in a package of paper stock, pose a risk of damage to the equipment.

Note: In connection with Items 8 and 9, a material can be classified as an "Outthrow" in one grade and as a "Prohibitive Material" in another grade. Carbon paper, for instance, is "UNSUITABLE" in Mixed Paper and is, therefore, classified as an "Outthrow"; whereas it is "UNUSABLE" in White Ledger and in this case classified as a "Prohibitive Material."

V. Arbitration

In the event of a total disagreement between Buyer and Seller, the dispute should be submitted to ISRI arbitration.

In all cases, the cost of arbitration shall be borne by the party found to be at fault, or split in the event of compromise, as determined by the arbitrators.

VI. Grade Definitions

The definitions which follow describe grades as they should be sorted and packed. CONSIDERATION SHOULD BE GIVEN TO THE FACT THAT PAPER STOCK AS SUCH IS A SECONDARY MATERIAL PRODUCED MANUALLY AND MAY NOT BE TECHNICALLY PERFECT. Definitions may not specifically address all types of processes used in the manufacture or recycling of paper products. Specific requirements should be discussed between Buyer and Seller during negotiations.

Outthrows

The term "Outthrows" as used throughout this section is defined as "all papers that are so manufactured or treated or are in such a form as to be unsuitable for consumption as the grade specified."

Prohibitive Materials

The term "Prohibitive Materials" as used throughout this section is defined as:

- a. Any materials which by their presence in a packing of paper stock, in excess of the amount allowed, will make the packaging unusable as the grade specified.
- b. Any materials that may be damaging to equipment.

Note: The maximum quantity of "Outthrows" indicated in connection with the following grade definitions is understood to be the TOTAL of "Outthrows" and "Prohibitive Materials."

A material can be classified as an "Outthrow" in one grade and as a "Prohibitive Material" in another grade. Carbon paper, for instance, is "UNSUITABLE" in Mixed Paper and is, therefore, classified as an "Outthrow"; whereas it is "UNUSABLE" in White Ledger and in this case is classified as a "Prohibitive Material."

Glossary of Terms

A supplemental glossary of paper stock terms is located on page 29. The purpose of this limited list of terms is to help the user better understand specific grade definitions contained within this Circular.

(1) Soft Mixed Paper

Consists of a mixture of various qualities of paper not limited as to type of baling or fiber content.

Prohibitive Materials may not exceed	2%
Total Outthrows may not exceed	10%

(2) Mixed Paper

Consists of a clean, sorted mixture of various qualities of paper containing less than 10% of groundwood content.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	3%

(3) (Grade not currently in use)**(4) Boxboard Cuttings**

Consists of new cuttings of paperboard used in the manufacture of folding cartons, set-up boxes, and similar boxboard products.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	2%



(5) Mill Wrappers

Consists of paper used as outside wrap for rolls, bundles, or skids of finished paper.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	3%

(6) News

Consists of newspaper as typically generated from news drives and curbside collections.

Prohibitive Materials may not exceed	1%
Total Outthrows may not exceed	5%

(7) News, De-Ink Quality (#7 ONP)

Consists of sorted, fresh newspapers, not sunburned, containing not more than the normal percentage of rotogravure and colored sections. May contain magazines.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/4 of 1%

(8) Special News, De-Ink Quality (#8 ONP)

Consists of sorted, fresh newspapers, not sunburned, free from magazines, white blank, pressroom over-issues, and paper other than news, containing not more than the normal percentage of rotogravure and colored sections. This grade must be tare-free.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/4 of 1%

(9) Over-Issue News (OI or OIN)

Consists of unused, overrun newspapers printed on newsprint, or securely tied in bundles, containing not more than the normal percentage of rotogravure and colored sections.

Prohibitive Materials	None permitted
Total Outthrows	None permitted

(10) Magazines (OMG)

Consists of coated magazines, catalogues, and similar printed materials. May contain a small percentage of uncoated news-type paper.

Prohibitive Materials may not exceed	1%
Total Outthrows may not exceed	3%

(11) Corrugated Containers (OCC)

Consists of corrugated containers having liners of either test liner, jute, or kraft.

Prohibitive Materials may not exceed	1%
Total Outthrows may not exceed	5%

(12) Double Sorted Corrugated (DS OCC)

Consists of double sorted corrugated containers, generated from supermarkets and/or industrial or commercial facilities, having liners of test liner, jute, or kraft. Material has been specially sorted to be free of boxboard, off-shore corrugated, plastic, and wax.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	2%

(13) New Double-Lined Kraft Corrugated Cuttings (DLK)

Consists of new corrugated cuttings having liners of either test liner, jute, or kraft. Treated medium or liners, insoluble adhesives, butt rolls, slabbed or hogged medium, are not acceptable in this grade.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(14) Fiber Cores

Consists of paper cores made from either chipboard and/or linerboard, single or multiple plies. Metal or plastic end caps, wood plugs, and textile residues are not acceptable in this grade.

Prohibitive Materials may not exceed	1%
Total Outthrows may not exceed	5%

(15) Used Brown Kraft

Consists of used brown kraft bags free of objectionable liners and original contents.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/2 of 1%

(16) Mixed Kraft Cuttings

Consists of new brown kraft cuttings, sheets and bag scrap free of stitched paper.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(17) Carrier Stock

Consists of printed or unprinted, unbleached new beverage carrier sheets and cuttings. May contain wet strength additives.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(18) New Colored Kraft

Consists of new colored kraft cuttings, sheets and bag scrap, free of stitched papers.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(19) Grocery Bag Scrap (KGB)

Consists of new brown kraft bag cuttings, sheets and misprint bags.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(20) Kraft Multi-Wall Bag Scrap

Consists of new brown kraft multi-wall bag cuttings, sheets, and misprint bags, free of stitched papers.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(21) New Brown Kraft Envelope Cuttings

Consists of new unprinted brown kraft envelopes, cuttings or sheets.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(22) Mixed Greenwood Shavings

Consists of trim of magazines, catalogs and similar printed matter, not limited with respect to groundwood or coated stock, and may contain the bleed of cover and insert stock as well as beater-dyed paper and solid color printing.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(23) Telephone Directories

Consists of clean telephone directories printed for or by telephone directory publishers.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/2 of 1%

(24) White Blank News (WBN)

Consists of unprinted cuttings and sheets of white newsprint or other uncoated white groundwood paper of similar quality.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(25) Groundwood Computer Printout (GW CPO)

Consists of groundwood papers which are used in forms manufactured for use in data processing machines. This grade may contain colored stripes and impact or nonimpact (e.g., laser) computer printing.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(26) Publication Blanks (CPB)

Consists of unprinted cuttings or sheets of white coated or filled groundwood content paper.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(27) Flyleaf Shavings

Consists of trim from magazines, catalogs and similar printed matter. May contain the bleed of cover and insert stock to a maximum of 10% dark colors. Beater-dyed paper may not exceed 2%. Shavings of novel news or newsprint grades may not be included in this grade.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(28) Coated Soft White Shavings (SWS)

Consists of unprinted, coated, and uncoated, shavings and sheets of white groundwood-free printing paper. May contain a small percentage of groundwood.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(29) (Grade not currently in use)**(30) Hard White Shavings (HWS)**

Consists of shavings or sheets of unprinted, untreated white groundwood-free paper.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/2 of 1%

(31) Hard White Envelope Cuttings (HWEK)

Consists of groundwood-free cuttings, shavings or sheets of unprinted, untreated and uncoated white envelope paper.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/2 of 1%

(32) (Grade not currently in use)**(33) New Colored Envelope Cuttings**

Consists of groundwood-free cuttings, shavings, or sheets of untreated, uncoated bleachable colored envelope paper.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(34) (Grade not currently in use)**(35) Semi Bleached Cuttings**

Consists of sheets and cuttings of unprinted, untreated, groundwood-free paper such as file folder stock, manila tabulating card trim, untreated milk carton stock, or manila tag.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(36) (Grade not currently in use)**(37) Sorted Office Paper (SOP)**

Consists of paper, as typically generated by offices, containing primarily white and colored groundwood-free paper, free of unbleached fiber. May include a small percentage of groundwood computer printout and facsimile paper.

Prohibitive Materials may not exceed	2%
Total Outthrows may not exceed	5%

(38) (Grade not currently in use)**(39) Manifold Colored Ledger (MCL)**

Consists of sheets, shavings, and cuttings of industrially-generated printed or unprinted colored or white groundwood-free paper. All stock must be uncoated and free of nonimpact printing. A percentage of carbonless paper is allowable.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	2%

(40) Sorted White Ledger (SWL)

Consists of uncoated, printed or unprinted sheets, shavings, guillotined books, and cuttings of white groundwood-free ledger, bond, writing, and other paper which has similar fiber and filler content.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	2%

(41) Manifold White Ledger (MWL)

Consists of sheets, shavings, and cuttings of industrially-generated printed or unprinted white groundwood-free paper. All stock must be uncoated and free of nonimpact printing.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	2%

(42) Computer Printout (CPO)

Consists of white groundwood-free paper in forms manufactured for use in data processing machines. This grade may contain colored stripes and impact or non-impact (e.g. laser) computer printing, and may contain no more than 5% groundwood in the pack. All stock must be untreated and uncoated.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(43) Coated Book Stock (CBS)

Consists of coated groundwood-free paper, printed or unprinted in sheets, shavings, guillotined books and cuttings. A reasonable percentage of paper containing fine groundwood may be included.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(44) Coated Groundwood Sections (CGS)

Consists of printed, coated groundwood paper in sheets, sections, shavings or guillotined books. This grade may not include news quality groundwood paper.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	2%

(45) Printed Bleached Board Cuttings

Consists of groundwood-free printed bleached board cuttings, free from misprint sheets, cartons, wax, greaseproof lamination, gilt, and inks, adhesives or coatings that are insoluble.

Prohibitive Materials may not exceed	1/2 of 1%
Total Outthrows may not exceed	2%



(46) Misprinted Bleached Board

Consists of groundwood-free misprint sheets and cartons of bleached board, free from wax, greaseproof lamination, gill, and inks, adhesives or coatings that are insoluble.

Prohibitive Materials may not exceed	1%
Total Outthrows may not exceed	2%

(47) Unprinted Bleached Board

Consists of groundwood-free unprinted, untreated bleached board cuttings, sheets or rolls, free from wax, greaseproof lamination and adhesives or coatings that are insoluble.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(48) #1 Bleached Cup Stock (#1 Cup)

Consists of untreated cuttings or sheets of coated or uncoated cup base stock. Cuttings with slight bleed may be included. Must be free of wax, poly, and other coatings that are insoluble.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/2 of 1%

(49) #2 Printed Bleached Cup Stock (#2 Cup)

Consists of printed, untreated formed cups, cup die cuts, and misprint sheets of coated or uncoated cup base stock. Glues must be water soluble. Must be free of wax, poly, and other coatings that are insoluble.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

(50) Unprinted Bleached Plate Stock

Consists of groundwood-free bleached coated or uncoated, untreated and unprinted plate cuttings and sheets.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1/2 of 1%

(51) Printed Bleached Plate Stock

Consists of groundwood-free bleached coated or uncoated, untreated printed plates and sheets. Must be free of coatings or inks that are insoluble.

Prohibitive Materials	None permitted
Total Outthrows may not exceed	1%

Specialty Grades

The grades listed below are produced and traded in carload and truckload quantities throughout the United States, and because of certain characteristics (i.e., the presence of wet strength, polycoatings, plastic, foil, carbon paper, hot melt glue), are not included in the regular grades of paper stock. However, it is recognized that many mills have special equipment and are able to utilize large quantities of these grades. Since many paper mills around the world do use these specialty grades, they are being listed with appropriate grade numbers for easy reference.

The Paper Stock Industries Chapter of ISRI is not establishing specific specifications, which would refer to such factors as the type of wet strength agent used, the percentage of wax, the amount of polycoating, whether it is on top of or under the printing, etc. The specification for each grade should be determined between Buyer and Seller, and it is recommended that purchase be made based on sample.

These specialty grades are as follows:

- 1-S White Waxed Cup Cuttings
- 2-S Printed Waxed Cup Cuttings
- 3-S Plastic Coated Cups
- 4-S Polycoated Bleached Kraft-Unprinted
- 5-S Polycoated Bleached Kraft-Printed
- 6-S Polycoated Milk Carton Stock
- 7-S Polycoated Diaper Stock
- 8-S Polycoated Boxboard Cuttings
- 9-S Waxed Boxboard Cuttings
- 10-S Printed and/or Unprinted Bleached Sulphate Containing Foil
- 11-S Waxed Corrugated Cuttings
- 12-S Wet Strength Corrugated Cuttings
- 13-S Asphalt Laminated Corrugated Cuttings
- 14-S Beer Carton Scrap
- 15-S Contaminated Bag Scrap
- 16-S Insoluble Glued Free Sheet Paper and/or Board (IGS)
- 17-S White Wet Strength Scrap
- 18-S Brown Wet Strength Scrap
- 19-S Printed and/or Colored Wet Strength Scrap
- 20-S File Stock
- 21-S New Computer Print Out
- 22-S Ruled White
- 23-S Flyleaf Shavings Containing Hot Melt Glue
- 24-S Carbon Mix
- 25-S Books with Covers
- 26-S Unsorted Tabulating Cards
- 27-S Colored Tabulating Cards
- 28-S Carbonless Treated Ledger
- 29-S (Not currently in use)
- 30-S Plastic Windowed Envelopes
- 31-S Textile Boxes
- 32-S Printed TMP
- 33-S Unprinted TMP
- 34-S Manila Tabulating Cards
- 35-S Sorted Colored Ledger