



LinkUp Partner Project Solicitation
Expanded Polystyrene Molded Packaging Recycling
Date: February 4, 2008
Due date: February 19, 2008

LinkUp is a King County program that works to expand markets for selected recyclable and reusable materials by facilitating an interactive community of businesses, public agencies and other organizations. Each year LinkUp selects focus materials that are identified as priorities for King County. The materials selected for 2008 are container glass, asphalt shingles, polystyrene and urban wood.

When appropriate, LinkUp works in partnership with businesses, agencies and other organizations in the Puget Sound area to help increase the use of a focus recyclable material in manufacturing and/or purchase products made with that material. LinkUp partners may process certain types of raw recyclable materials for use by others, use those recycled materials in the products they manufacture, or otherwise be a stakeholder in the successful development of a market for that material.

LinkUp partners receive customized technical assistance and marketing services. Partners are chosen to support specific projects that will help LinkUp achieve its goals for a given focus materials.

This partner solicitation focuses on creating recycling processing infrastructure for expanded polystyrene molded packing (EPS) in King County. This partner project will help develop markets for polystyrene, one of King County LinkUp's 2008 focus materials.

Background

By weight, EPS makes up less than 1% of the King County waste stream. By volume, though, this material represents a substantial amount of disposed waste. Approximately 3,974 tons of expanded polystyrene are disposed annually in King County, excluding Seattle. This is a volume equivalent of about 248,000 cubic yards. While opportunities exist for reuse of EPS packing peanuts, there does not appear to be an option for recycling or reusing EPS molded packaging in Washington State. EPS molded packaging can be processed into pellets and sold to existing markets that use the material for injection molding. The LinkUp program will provide assistance to a business or organization to help them begin collecting and processing EPS.

Project Objective

To establish recycling collection and processing for expanded polystyrene (EPS) molded packaging generated in King County.

Proposal Content

Please submit a proposal that includes the information listed below. Proposals should not be longer than 10 pages total (5 double-sided pages).

- Organization history and background
- Proposed approach to establish recycling collection and processing for EPS molded packaging generated in King County
 - Detailed plan for setting up collection and processing systems
 - Plans for delivering processed material to an end market
 - Include type of assistance needed from the King County LinkUp program

- Estimate level of effort to be provided by the partner organization that is submitting the proposal (in labor time and any associated expenses)
 - Briefly describe how your proposal meets each of the evaluation criteria on the following page (note that it is not a requirement that all the supporting criteria be met).
- Project timeline

Budget Level

Up to \$20,000 of assistance is available for this project.

Evaluation Criteria

Partner selection will be based on the criteria listed below. A site visit to a potential partner may be required before a decision is made. Note that it is not necessary to meet all supporting criteria in order to submit a proposal. King County will use the supporting criteria to help inform the decision-making process.

- Primary Criteria: Which proposal best meets the need to establish recycling collection and processing for expanded polystyrene (EPS) molded packaging generated in King County.
- Supporting Criteria:
 - Ability to Expand Markets: Does the business have the ability to help develop or expand markets in King County for the identified priority material?
 - Participation/Contribution by Business: What participation and/or contribution does the business make as part of the proposed project?
 - Material Generated in King County: Does the business plan to or currently process, recycle, or make available for reuse materials generated in King County?
 - Local Feedstock or End Products: Does the material that is processed, recycled, or made available for reuse go back into local markets? If the material is used as feedstock, is it used locally?
 - High Volumes of Materials: Does the business process, recycle, or make available for reuse a high volume of material?
 - High Value End Use: Does the business add to the intrinsic value of the recycled material? Higher value uses of materials will generally create markets that are more viable.
 - Financial Stability: Is the business financially stable? A potential partner should have the short- and long-term financial ability to follow up on opportunities arising from LinkUp assistance.

Partner Agreement

The successful proposer will be required to sign a partnership agreement with King County for this project. A copy of the LinkUp Partner Project Agreement form is attached to this solicitation. This is for your information only and does not need to be completed at this point in time.

Schedule

Distribute & advertise solicitation
Proposals due (by 5:00 p.m.)
 Proposal evaluation complete
 Partner notified

February 4, 2008
February 19, 2008
 February 27, 2008
 March 5, 2008

Contact Information

Any questions should be directed to:

Kris Beatty
King County Solid Waste Division
206-296-3740
kris.beatty@metrokc.gov

Proposals should be submitted to (mail or e-mail submission acceptable):

Julie Colehour
Colehour+Cohen
615 Second Ave. Suite 405
Seattle, WA 98104
jcolehour@colehourcohen.com



2008

LinkUp Partner Project Agreement

THIS AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2008, by and between the King County Department of Natural Resources, Solid Waste Division ("King County"), a charter County and political subdivision of the State of Washington and _____ [LinkUp Partner's name] ("LinkUp Partner").

DESCRIPTION OF PROGRAM

LinkUp is a King County program that works to expand markets for selected recyclable and reusable materials by facilitating an interactive community of businesses, public agencies and other organizations. Each year LinkUp selects focus materials that are identified as priorities for King County. The materials selected for 2008 are container glass, asphalt shingles, urban wood, polystyrene and carpet.

LinkUp conducts and/or participates in projects to achieve the goal of expanding markets for its selected recyclable or reusable materials. To achieve that goal, some projects are structured to provide technical assistance to a private or public sector entity, such as a business, organization or government agency. For those projects, LinkUp creates a project description of what needs to be done, and accepts applications for filling the need. Through the application process, LinkUp will either select a LinkUp Partner from among the applicants for a given project or decide against selecting any applicants. When a Partner is selected, the LinkUp team and LinkUp Partner will develop and agree upon a Project Workplan, which will include a technical assistance component.

FOCUS MATERIAL

Name material here.

LINKUP PARTNER

Business/organization/agency name

Address

Primary contact person

Primary contact's phone number

PROJECT WORKPLAN

The attached Exhibit A Project Workplan is incorporated herein as though set forth in full. The Project Workplan has been approved by both King County and the LinkUp Partner and will be implemented as part of this Agreement.

LINKUP COMMITMENT

King County intends to:

- Oversee the implementation of the Project Workplan (Exhibit A) and, in keeping with the timeline, carry out the portions of the Workplan included in this agreement that are assigned to LinkUp
- Update the LinkUp Web site to list the LinkUp Partner and create and maintain a Web page about the project. The project Web page will be maintained annually, at a minimum.
- Cover the project in at least one article in the quarterly eNewsLink newsletter
- Prepare amendments to this agreement, if necessary
- *List other, as appropriate*

LINKUP PARTNER COMMITMENT

The LinkUp Partner intends to:

- Participate actively in the project and, in keeping with the timeline, carry out the portions of the Project Workplan (Exhibit A) included in this agreement that are assigned to the Partner
- *List other, as appropriate*

TERM OF AGREEMENT

This Agreement is valid from the date it is signed by both parties and shall remain in effect for one (1) year. King County may agree to extend the term of this Agreement for more than one (1) year contingent upon appropriate funding and program authorization by the King County Council.

AMENDMENT

This Agreement may be amended in writing by King County, at its sole discretion. Execution by the LinkUp Partner of any written amendments is a requirement for continuing the LinkUp Partner Project.

MASTER BUSINESS LICENSE

LinkUp Partners must have a Master Business license filed with the Washington State Secretary of State for at least one (1) year prior to the execution of the Partnership Agreement. Please attach a copy of the Business License to the completed Agreement Form. In the event that the LinkUp Partner to this Agreement fails to timely provide verifiable written proof of a valid Business License that satisfies the program participation criteria established by King County, this Agreement may be terminated by King County without notice and without cost to King County. Any funds provided by King County prior to such termination shall be immediately refunded by the LinkUp Partner to King County and may not be retained by the LinkUp Partner.

INDEMNIFICATION

The LinkUp Partner shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever arising or in any way resulting from actions by the LinkUp Partners and/or its subcontractors/vendors pursuant to this Agreement. The LinkUp Partner shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the LinkUp Partner's execution of, performance of or failure to perform this Agreement. Claims shall include, but are not be limited to, negligence and failure to comply with applicable federal, state or local regulations.

TERMINATION

This Agreement may be terminated by either the LinkUp Partner or by King County, for any reason, upon thirty (30) days advance written notice. In the event that King County terminates this Agreement, there is no appeal process for the LinkUp Partner. Termination shall not limit, waive, or extinguish any right or remedy provided by the above indemnification.

AUDIT RIGHTS

King County reserves the right to audit the LinkUp Partner's files and/or other materials that may be related to work performed under this Agreement. King County agrees to make every effort to provide advance notice to the LinkUp Partner prior to such audit. Failure to agree to King County's audit request may result in immediate termination of this Agreement, at King County's sole discretion. In that event, King County reserves the right to demand reimbursement of any funds expended by King County from the date of execution of this Agreement.

NOTICES

Unless otherwise directed in writing, whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing. Notices, reports or any other required written information, work product or deliverable shall be directed to the following contacts:

KING COUNTY _____[LinkUp Partner]

Kris Beatty, LinkUp Program Manager [_____]
King County Solid Waste Division [_____]
King Street Center [_____]
201 S. Jackson Street, Suite 701 [TELEPHONE]
Seattle, WA 98104-3855
(206) 296-3740

Notice mailed by either party shall be deemed effective on the date mailed. Either party may change its address for receipt of reports, notices, or payments by giving the other written notice of not less than five (5) days prior to the effective date.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference is held to be invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

NOT JOINT VENTURERS

Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

ENTIRE AGREEMENT/WAIVER OF DEFAULT

The provisions in this Agreement represent the entire and integrated agreement of the parties and may not be modified or amended except as provided herein. Any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by both parties, which shall be attached to the original Agreement.

SIGNATURES

Approved:

Business/Organization/Agency Name

Date

Print Name

Signature

Approved for King County:

Kevin Kiernan, Division Director
King County Solid Waste Division

Date