

**AMENDMENT TO CONTRACT FOR
ANNUAL REQUIREMENTS FOR RECYCLING PROCESSING SERVICES
BID NO. 12-071
CITY OF LINCOLN
(FINAL AMENDMENT WITH PRICE CHANGE)**

This Amendment is hereby entered into by and between Firststar Fiber Corporation, 10330 I Street, Suite 100, Omaha, NE 68127 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending a Contract dated May 21, 2012, under Executive Order No. 85054, (the "Contract"), for Annual Requirements for Recycling Processing Services, Bid No. 12-071, which is made a part hereof by this reference.

WHEREAS, the original term of the Contract is May 21, 2012 through May 20, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Contract was amended by the City E.O. 86089 on May 15, 2013, to renew the Contract for an additional one (1) year term from May 21, 2013 through May 20, 2014; and

WHEREAS, the Contract was amended by the City E.O. 86933 on February 25, 2014, to renew the Contract for an additional one (1) year term from May 21, 2014 through May 20, 2015; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning May 21, 2015 through May 20, 2016; and

WHEREAS, the parties wish to amend the contract to reflect the price change per Attachment A.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning May 21, 2015 through May 20, 2016.
- 2) The parties wish to renew the Contract to reflect a price change per Attachment A.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

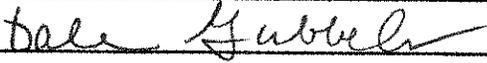
Vendor Signature Page
City of Lincoln Signature Page
Acquire Performance Bond as required

Vendor Signature Page

AMENDMENT TO CONTRACT FOR
ANNUAL REQUIREMENTS FOR RECYCLING PROCESSING SERVICES
BID NO. 12-071
CITY OF LINCOLN
(FINAL AMENDMENT WITH PRICE CHANGE)

Vendor, please sign, date and return within 10 days of receipt.
You must return an original copy of the document.

Mail to: City/County Purchasing
Attn: Kim
440 So. 8th St., Ste. 200
Lincoln, NE 68508

Company Name:	Firstar Fiber, Inc.
By: (Please Sign)	
By: (Please Print)	Dale Gubbels
Title:	President/CEO
Company Address:	10330 I St., Suite 100, Omaha NE 68127
Company Phone & Fax:	402.894.0003; fax: 402.894.0018
E-Mail Address:	dgubbels@firstarfiber.com
Date:	March 26, 2015
Contact Person for Orders or Service:	Craig Gubbels
Contact Phone Number:	402.894.0003 ext. 24

City of Lincoln Signature Page

AMENDMENT TO CONTRACT FOR
ANNUAL REQUIREMENTS FOR RECYCLING PROCESSING SERVICES
BID NO. 12-071
CITY OF LINCOLN
(FINAL AMENDMENT WITH PRICE CHANGE)

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier

City Clerk



CITY OF LINCOLN, NEBRASKA

Miki Esposito

Public Works & Utilities Director

12890

Approved by Directorial Order No. _____

dated 4/14/15



ATTACHMENT A

10330 "I" Street, Suite 100
Omaha, Nebraska 68127

March 20, 2015

Bob Walla, CPPB
Assistant Purchasing Agent
City of Lincoln/Lancaster County
440 So. 8th Street Suite 200
Lincoln, NE 68508

RE: Amendments in Conjunction with Firststar Fiber's Contract for Recycling Processing Services

Dear Mr. Walla:

As recently discussed with you, Donna Garden and Gene Hanlon by Craig Gubbels and clarified in an email sent by me to Donna on Wednesday, March 18, Firststar Fiber requests the following pricing changes to be applied to beginning May 21, 2015, and continuing through to May 20, 2016.

- 1) Firststar Fiber will charge a flat \$40 per ton processing fee for all glass.
- 2) The pricing formula for old newspaper grade eight (ONP8) will be PPI High side minus \$10
- 3) The pricing formula for Mixed Paper (#2) will be PPI High side minus \$25
- 4) The price formula for old corrugated containers (OCC) will be PPI High side minus \$25

Sincerely,

A handwritten signature in cursive script that reads "Dale Gubbels".

Dale Gubbels, CEO

Cc: Donna Garden
Gene Hanlon
Craig Gubbels

COMMENTARY TO ACCOMPANY BONDS

A. GENERAL INFORMATION

Bonds are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

The Performance Bond is an instrument that is used to assure the availability of funds to complete the project.

The objective underlying the re-writing of bond forms is to make it more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond form provides helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Performance Bond.

Normally the amount of the bond is 100 percent of the contract amount.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond form is prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bond.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

PERFORMANCE BOND

Bond No. 2194934

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Firststar Fiber Corporation
10330 I Street, Suite 100
Omaha, NE 68127

SURETY (Name and Principal Place of Business):

North American Specialty Insurance Company
475 N. Martingale Road, Suite 500
Schaumburg, IL 60173

Owner (Name and Address):

City of Lincoln
555 South 10th St.
Lincoln, NE 68508

CONTRACT

Date: May 21, 2015 through May 20, 2016.
Amount: \$15,000.00

Description (Name and Location):

For all labor, material and equipment necessary for **Recycling Processing Services, Bid No. 12-071** for the term of May 21, 2015 through May 20, 2016.

BOND

Date: May 21, 2015 through May 20, 2016.
Amount: \$15,000.00
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: Firststar Fiber, Inc. (Corp. Seal)

SURETY

Company: North American (Corp. Seal)
Specialty Insurance Company

Signature: Dale Gubbels
Name and Title: Dale Gubbels
President/CEO

Signature: Maura P Kelly
Name and Title: Maura P. Kelly
Attorney-in-Fact

EJCDC NO. 1910-28a (1984 Edition)
Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract, or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
 - 4.2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

DAVID A. DOMINIANI, JOAN LEU,
MAURA P. KELLY and SHARON K. MURRAY

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of March, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 3rd day of March, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 21st day of May, 2015.

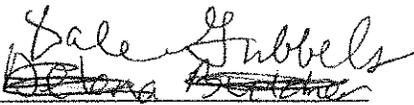
[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Dale Gubbels, do hereby certify that all equipment to be used on City **Project/Recycling Processing Services, Bid No. 12-071**, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Douglas County, Nebraska.

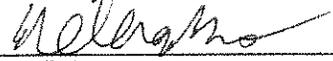
DATED this 27th day of March, 2015.

By: 
Title: ~~Notary~~ CEO

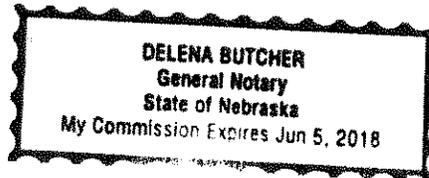
STATE OF NEBRASKA)
COUNTY OF Douglas)ss.
)

On March 27, 2015, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Dale Gubbels, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.


Notary Public

(SEAL)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Harry A Koch Co PO Box 45279 Omaha NE 68145-0279	CONTACT NAME:	
	PHONE (A/C, No, Ext): 402-861-7000	FAX (A/C, No): 402-861-7111
INSURED Firstar Fiber Inc 10330 I St Omaha NE 68127	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Tokio Marine Specialty Insurance	NAIC # 23850
	INSURER B: Redwood Fire & Casualty	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 268856576 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 Dedt GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PPK1148576	8/20/2014	8/14/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		01APM00493701	8/14/2014	8/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PUB463196	8/20/2014	8/14/2015	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ WC STATUTORY LIMITS OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF LINCOLN IS NAMED AS AN ADDITIONAL INSURED REGARDING GENERAL LIABILITY.

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln Purchasing Dept. 440 S 8th Suite 200 Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

**Amendment to Contract for
Annual Requirements for Recycling Processing Services
Bid 12-071
City of Lincoln
(Price Increase)**

This Amendment is hereby entered into by and between Firststar Fiber Corporation, 10330 I Street, Suite 100, Omaha, NE 68127 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending a Contract dated May 21, 2012, under Executive Order No. 85054, (the "Contract"), for Annual Requirements for Recycling Processing Services, Bid No. 12-071, which is made a part hereof by this reference.

WHEREAS, the parties wish to amend the Contract to reflect a price increase as per Attachment A and Attachment B to be effective March 1, 2015 through the term of the contract; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 85054, and stated herein the parties agree as follows:

- 1) The parties agree to amend the Contract to reflect a price increase as per Attachment A and Attachment B to be effective March 1, 2015 through the term of the contract.
- 2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page

Vendor Signature Page

Amendment to Contract for
Annual Requirements for Recycling Processing Services
Bid 12-071
City of Lincoln
(Price Increase)

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name:	Firstar Fiber, Inc.
By: (PLEASE PRINT)	Dale Gubbels
By: (PLEASE SIGN)	<i>Dale Gubbels</i>
Title:	CEO/President
Contact Person for this contract	Craig Gubbels
Company Address:	10330 I St., Ste 100, Omaha NE 68127
Company Phone & Fax:	402-894-0003; fax 402-894-0018
E-Mail Address:	dgubbels@firstarfiber.com
Date	2/19/2015

City of Lincoln Signature Page

**Amendment to Contract for
Annual Requirements for Recycling Processing Services
Bid 12-071
City of Lincoln
(Price Increase)**



ATTEST:

Jenny L. Decker
City Clerk Deputy

CITY OF LINCOLN, NEBRASKA

Miki Exposito

Director, Public Works & Utilities

Approved by Directorial Order No. 12650

Dated 3/6/15

Firststar Fiber Corporation				
Material	UOM	QTY	Unit	Extended
UBC	PKG	1	\$38,935.00	\$38,935.00
TIN	Tons	59	(\$320.00)	
Clear Glass	Tons	120	(\$15.00)	
Brown Glass	Tons	403	\$75.00	
Green Glass	Tons	322	\$75.00	
1 Through 5	Tons	215	\$75.00	
	Tons	392	\$75.00	
ONP8	PKG	1	\$38,685.00	\$38,685.00
Mixed Paper	Tons	1932	\$10.00	
OCC	Tons	1370	\$25.00	
UBC TIN Mix	PKG	1209	\$25.00	
1 Through 7	Tons	1	\$88,000.00	\$88,000.00
	Tons	180	\$0.00	
	Tons	440	\$200.00	
	Tons	6022		
Total				\$165,620.00

The processing fee will be a flat \$75 per ton an not linked to the index. There will be no rebate for glass regardless of what the index indicates.
 The processing fee will be a flat \$75 per ton an not linked to the index. There will be no rebate for glass regardless of what the index indicates.
 The processing fee will be a flat \$75 per ton an not linked to the index. There will be no rebate for glass regardless of what the index indicates.

The new formula for ONP8 will be PPI High side minus \$10
 The new formula for Mixed (#2) will be PPI High side minus \$25
 The new formula for OCC will be PPI High side minus \$25

Highlighted prices reflect new charge per the change request.
 The "EXTENDED" does not include the impact from the pricing change.



10330 I Street Suite 100
Omaha, Nebraska 68127

4850 North 48th Street
Lincoln, NE 68504

February 9, 2015

To: Bob Walla, City/County Purchasing Dept.
Gene Hanlon, Lincoln Recycling Coordinator
From: Dale Gubbels, CEO Cc: Craig Gubbels, Sales and Marketing Director
RE: **Request for modifications to the Recycling Processing Contract**

In light of persistent negative market factors (detailed below) outside of Firststar Fiber's control, we respectfully request these immediate changes to the existing contract and for the duration of its intended extension through May 2016:

- 1) The price we pay for ONP8, OCC and Mixed Paper needs to be reduced by \$10 per ton.
- 2) The City begins to contribute a \$75 per ton processing fee for the recovered glass.

As you know, Firststar's monthly payments to the City routinely approach or exceed \$20,000; the combined impact of these two modifications will reduce this amount by approximately \$8,000. However, this does not cover all of the costs now associated with unanticipated market challenges; beginning with the fact it has gotten increasingly difficult since 2012 to recycle glass. Hence, we can no longer accept it without charging this fee. Consider:

- Ripple Glass, in Kansas City, our least expensive option to recycle glass, accepts but pays nothing for it. The costs to handle and load the glass fall on Firststar alone.
- Our 2012 bid accounted for those costs from the sale of the City's other materials and because we had secured a relatively inexpensive rental arrangement of a suitable sized skid loader to load Ripple's large trailers. The loader, however, was available through a single rental firm, which shortly thereafter discontinued offering it for short durations.
- The next, least expensive option open to us was to reload the glass into cardboard Gaylord boxes, ship them to our Omaha plant, unloaded the glass into trash Dumpsters to transport to an Omaha transfer station adequately equipped to load Ripple's trailers.
- Conservatively, all of the costs incurred handling, shipping and paying third party service providers add up to \$100 per ton.
- We have occasionally cut that cost in half, e.g., when Midland Recycling added our glass to its pile. This ended when it had equipment failures. Recently Ripple arranged for specialized trailers that enable us to load with our existing equipment. However, as these trailers are not common, they are not routinely available. Thus, since storage is at a premium in our facility, we know we frequently will be forced to the more expensive disposal option.

ONP8, OCC and Mix Paper

These commodities have always been subject to price variations. However, additional factors – e.g., rising freight costs and more stringent end market quality standards – have made the marketing of them even more challenging. In fact, these added constraints are so prevalent as to indicate the new norm for paper recycling here on out will be higher operating costs that can't be covered unless customer payments are reduced and fees are charged for any materials that provide no revenue at all, e.g., glass. Here are examples of these factors.

- Since 2012 over-the-road freight costs to the end market for ONP8 has increased 32%; on average this is the equivalent of \$6.75 per ton. The two prime markets for OCC out of Lincoln have decreased their price by \$5 per ton due to such freight expenses.
- The costs for transloading and using export containers (needed to reach foreign markets, e.g., Mexico, China and South Korea) have since 2012 increased each year by \$10-15 per container. What once cost \$2 per ton to ship to these markets now is closer to \$4 per ton. As this next point suggests, the irony is that even as the cost to reach these markets has increased, so has the need to use export markets as their quality standards are slightly less stringent than that of domestic mills.
- End markets in the past two years – and again especially U.S. mills – have steadily increased their quality standards. This is true for all types of recyclables, but it has been especially pronounced among markets that consume newspaper, which is the most prevalent item in Lincoln’s drop off program.
- To comply with the increasingly more stringent standards requires, at a minimum, more labor to inspect each bale prior to shipment. Adding to the challenge is the fact the requirements vary depending on the products made by the end market. To cite just a few examples, de-inking newsprint mills all consume newspaper, but they have different standards as to how much office paper, magazines or chipboard is allowed, and each will deduct payments if the load doesn’t conform to their specific needs.
- Even individual end markets have varying standards if it makes more than one type of product. One example is the Kansas buyer of Lincoln’s newspaper. It has different tolerances for other papers depending on whether it makes cellulose insulation or mulch. Since its mulch line was recently destroyed by fire, this means the loss of one of the more forgiving outlet for the city’s loads.
- Preparing different inventories for increasingly demanding mills adds storage and training costs; mistakenly loading bales suited for one market but not another can cause downgrades or rejections.

Other factors

The Affordable Health Care Act and the state’s minimum wage increase added to our costs, and as the latter affects workman’s comp insurance, Social Security and retirement contributions, all together they come close to adding \$1 per ton to our costs. Similarly, these factors were not considered in our bid.

Oil prices are near 5 year lows which have impacted the market value for recycled plastics. No one could have predicted oil would reach sub \$60 per barrel. Lower petroleum prices consequently lower virgin plastics prices, which in turn depress prices for recycled plastics. Analysts predict the lower oil prices may continue into 2016. Even after oil prices recover, the backlog of plastics available to the market will hold prices down for at least 12 months.

We believe we have been good recycling partner for not only the City of Lincoln but also Lincoln’s contract hauler, Von Busch. Over the past 3 years we have worked with Von Busch’s management and drivers to ensure them timely unloading of their trucks and efficient communication. The drivers have routinely commented how accommodating we have been when they had equipment troubles and requiring us to stay open longer when unexpected circumstances have delayed their arrival. These simple things have allowed Von Busch to add efficiencies to their routes and which has in turn has allowed Von Busch to continue to provide great service to Lincoln.

In summary, our requests are all related to market and legislative changes well beyond our control and could not have been predicted at the time of the bid in 2012. We value the partnership we have with the City of Lincoln and intend to continue to provide recycling services to the City but we cannot continue to do it at the expense of the rest of our business.

**Amendment to Contract for
Annual Requirements for Recycling Processing Services
Bid 12-071
City of Lincoln
(Additional Services)**

This Amendment is hereby entered into by and between Firstar Fiber Corporation, 10330 I Street, Suite 100, Omaha, NE 68127 (hereinafter "Contractor") and City of Lincoln (hereinafter "City"), for the purpose of amending a Contract dated May 21, 2012, under Executive Order No. 85054, (the "Contract"), for Annual Requirements for Recycling Processing Services, Bid No. 12-071, which is made a part hereof by this reference.

WHEREAS, the parties agree that the vendor will accept single stream recycling from the Pinnacle Bank Arena in a 40 yard container and sort it at a cost of \$10.00 per ton.

WHEREAS, the parties agree the vendor will provide specific recycle quantity reports to the Arena staff each month by the 5th day of the proceeding month. Failure to provide reports in this time frame will result in delay of payment to the vendor.

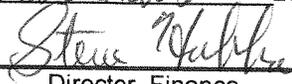
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 85054, and stated herein the parties agree as follows:

- 1) The parties agree that the vendor will accept single stream recycling from the Pinnacle Bank Arena in a 40 yard container and sort it at a cost of \$10.00 per ton.
- 2) The parties agree the vendor will provide specific recycle quantity reports to the Arena staff each month by the 5th day of the proceeding month. Failure to provide reports in this time frame will result in delay of payment to the vendor.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>7th</u> day
of <u>November</u> 2014
 _____ Director, Finance

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name:	Firststar Fiber, Inc.
By: (PLEASE PRINT)	Dale Gubbels
By: (PLEASE SIGN)	
Title:	President/CEO
Contact Person for this contract	Jeff Heck / Craig Gubbels
Company Address:	10330 I Street, Suite 100, Omaha NE 68127
Company Phone & Fax:	402.894.0003; fax: 402.894.0018
E-Mail Address:	recycle@firststarrecycling.com
Date	11/3/14

86933

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR RECYCLING PROCESSING SERVICES
BID NO. 12-071
SECOND RENEWAL**

This Amendment is hereby entered into on this 25 day of February, 2014 by and between **Firststar Fiber Corporation, 10330 I Street, Suite 100, Omaha, NE 68127** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated May 21, 2012, under E. O. No. 85054, (the "Agreement"), for **The Annual Requirements for Recycling Processing Services, Bid No. 12-071**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is May 21, 2012 through May 20, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the Agreement was amended by the City to renew the agreement for an additional one year period from May 21, 2013 through May 20, 2014,

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term beginning May 21, 2014 through May 20, 2015; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from May 21, 2014 through May 20, 2015.
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this 25 day
of Feb 2014


Chris Beutler, Mayor

Supplier, please fill in the date and following information and mail back to our office: a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Firststar Fiber, Inc.
By: (PLEASE PRINT)	Dale Gubbels
By: (PLEASE SIGN)	
Title:	President/CEO
Company Address: (PLEASE PRINT)	10330 I St. Ste 100 Omaha NE 68127
Company Phone & Fax: (PLEASE PRINT)	402-894-0003; FAX: 402-894-0018
E-Mail Address: (PLEASE PRINT)	dgubbels@firststarfiber.com
Date: (PLEASE PRINT)	Feb. 6 2014

86089

**AMENDMENT TO AGREEMENT
CITY OF LINCOLN
ANNUAL REQUIREMENTS FOR RECYCLING PROCESSING SERVICES
BID NO. 12-071
FIRST RENEWAL**

This Amendment is hereby entered into on this 26th day of April, 2013 by and between **Fistar Fiber Corporation, 10330 I Street, Suite 100, Omaha, NE 68127** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated May 21, 2012, under E. O. No. **85054**, (the "Agreement"), for **The Annual Requirements for Recycling Processing Services, Bid No. 12-071**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is May 21, 2012 through May 20, 2013, with the option to renew for three (3) additional one (1) year terms upon written mutual consent of both parties; and

WHEREAS, the parties wish to extend the agreement for an additional one (1) year term beginning May 21, 2013 through May 20, 2014; and

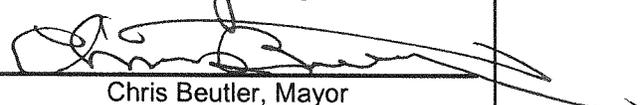
NOW, THEREFORE, IN CONSIDERATION of the mutual covenants stated herein the parties agree as follows:

- 1) The term of the Agreement shall be from May 21, 2013 through May 20, 2014;
- 2) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

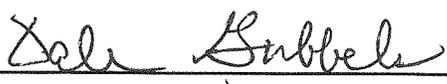
IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Official City Use Only

Dated this <u>15th</u> day
of <u>May</u> 2013
 Chris Beutler, Mayor

Supplier, please fill in the date and following information and mail back to our office; a faxed copy is not acceptable.

Executed this 15 day of May, 2013

Company Name: (PLEASE PRINT)	Fistar Fiber, Inc.
By: (PLEASE PRINT)	Dale Gubbels
By: (PLEASE SIGN)	
Title:	President
Company Address: (PLEASE PRINT)	10330 I St., Suite 100 Omaha NE 68127
Company Phone & Fax: (PLEASE PRINT)	402-894-0003; Fax 402-894-0018
E-Mail Address: (PLEASE PRINT)	dgubbels@fistarfiber.com

EO 85654

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**RECYCLING PROCESSING SERVICES
BID NO. 12-071**

**Firstar Fiber Corporation
10330 I Street, Suite 100
Omaha, NE 68127
402.894.0003 x24**

**CITY OF LINCOLN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Firstar Fiber Corporation, 10330 I Street, Suite 100, Omaha, NE 68127**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Recycling Processing Services, Bid No. 12-071** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal and Attachment A

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendum 1
 4. Attachment A
 5. Specifications
 6. Attachments 1 thru 6
 7. Instructions to Bidders
 8. Insurance Requirements
 9. Performance Bond

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Jan E. Roesch



CITY OF LINCOLN, NEBRASKA

Mayor

[Signature]

Approved by Executive No.

85054

dated

5-21-12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Danell J. Gubels (SEAL)

Firstar Fiber, Inc.
Name of Corporation

Name of Corporation

10330 I St., Ste 100 Omaha NE 68127
(Address)

By: *Dale Gubels*
Duly Authorized Official

CEO/President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Suzanne Siemer Asst. Purchasing Agent	Address	Purchasing\City & County	Address
Email	ssiemer@lincoln.ne.gov		440 S. 8th St.	Contact
Phone	(402) 441-7414		Lincoln, NE 68508	
Fax	(402) 441-6513	Contact	Suzanne Siemer Asst. Purchasing Agent	Department Building
Bid Number	12-071 Addendum 1	Department		
Title	Recycling Processing Services	Building		Floor/Room
Bid Type	Bid	Floor/Room		Telephone
Issue Date	04/06/2012	Telephone	(402) 441-7414	Fax
Close Date	4/24/2012 12:00:00 PM CST	Fax	(402) 441-6513	Email
Need by Date		Email	ssiemer@lincoln.ne.gov	

Supplier Information

Company	Firststar Fiber Corporation
Address	10330 I Street; Suite 100
	Omaha, NE 68127
Contact	Craig Gubbels
Department	
Building	
Floor/Room	
Telephone	1 (402) 894-0003 24
Fax	1 (402) 8940018
Email	cgubbels@firststarfiber.com
Submitted	4/24/2012 9:42:30 AM CST
Total	\$165,620.00

Signature _____

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/bidinst.ppt>

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Attachments	I acknowledge reading and understanding the Attachments to the bid.	Yes
6	Performance Bond	I acknowledge that a Performance Bond in the amount of \$15,000.00 will be required with the signed contract upon award of this job.	Yes
7	Renewal is an Option	Contract Extension Renewal is an option.	Yes
8	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
9	Acceptable Mixed Materials	I have attached the list of acceptable materials that can be mixed with each recyclable commodity accepted at the City of Lincoln Recycling Drop-Off Sites in the Response Attachment section of my ebid.	Yes
10	References	I have attached my References to the Response Attachment section of this bid.	Yes
11	Contact	Name of person submitting this bid:	Craig Gubbels
12	Electronic Signature	Please check here for your electronic signature.	Yes
13	Zoning and Permit Requirements	I acknowledge that our company meets all current requirements for permitting and zoning for a recycling processing facility and can furnish the City with copies of permits upon request.	Yes
14	Policy for Rejecting Recyclable Loads	I have attached our company's policy for rejecting recyclable loads deposited at our facility, as requested in the specifications.	Yes
15	Negative Net "Per Ton" Payment	I acknowledge reading and accepting the terms under section 7.4 which states that "In the event the formula results in a negative net "per ton" payment to the City for a particular commodity the City shall receive no revenue and shall not be charged a processing fee by the Vendor."	Yes

16 Agreement to Addendum No. 1

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachment section for information. Yes

Line Items

#	Qty	UOM	Description	Response
1	1	PKG	Processing Non-Fiber Materials Recieved from the City Recycling Drop-Off Program.	\$38,935.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	59	Tons	Aluminum Cans (High Side Ave. Loose Index Price)	-320.00

Item Notes: BID PRICE PER TON ONLY

Supplier Notes: Rather than charging a processing fee for aluminum Firststar is issuing a credit of \$320 per ton.

1.2	120	Tons	Steel (tin) Cans (High Side Ave. Loose Index Price, Delivered)	-15.00
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Item Notes: BID PRICE PER TON ONLY

Supplier Notes: Rather than charging a processing fee for steel cans Firststar is issuing a credit of \$15 per ton.

1.3	403	Tons	Clear (Flint) Glass (High Side, Delivered, Index Priced)	35.00
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Item Notes: BID PRICE PER TON ONLY

Supplier Notes:

1.4	322	Tons	Brown (Amber) Glass (High Side, Delivered, Index Priced)	30.00
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Item Notes: BID PRICE PER TON ONLY

Supplier Notes:

1.5	215	Tons	Green Glass (High Side, Delivered, Index Priced)	30.00
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Item Notes: BID PRICE PER TON ONLY

Supplier Notes:

1.6	392	Tons	#1 Through #5 Mixed Plastics (High Side Plastics Comingled #1-#7, Baled Picked-Up Index Price)	75.00
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Item Notes: BID PRICE PER TON ONLY

Supplier Notes:

2 1 PKG Processing Fiber Materials Recieved from the City Recycling Drop-Off Program. \$38,685.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	1,932	Tons	#8 News (8) (High Side Index Price)	0.00

Item Notes: BID PRICE PER TON ONLY

Supplier Notes:

2.2	1,370	Tons	Mixed Paper (2) (High Side Index Price)	15.00
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Item Notes: BID PRICE PER TON ONLY

Supplier Notes:

2.3	1,209	Tons	Old Corrugated Cardboard (OCC) (11) (High Side Index Price)	15.00
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Item Notes: BID PRICE PER TON ONLY

Supplier Notes:

3 1 PKG OPTIONAL: Processing Aluminum and Steel Cans Mixed Together and #1-#7 Plastic. \$88,000.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
3.1	180	Tons	Optional Bid Item wth Aluminum & Steel Cans Mixed Together (Aluminum Cans Ave. Loose Price Index Price)	0.00

Item Notes: BID PRICE PER TON ONLY

Supplier Notes:

3.2	440	Tons	Optional Bid Item with #1 Through #7 Plastics Mixed Together (Plastics Comingled #1-#7, Baled Picked-Up Index Price)	200.00
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Item Notes: BID PRICE PER TON ONLY

Supplier Notes:

Response Total: \$165,620.00

**SPECIFICATION FOR
RECYCLING PROCESSING SERVICES
BID NO. 12-071**

1. GENERAL

- 1.1 It is the intent of the City of Lincoln that one Vendor provide all the necessary land, buildings, labor, equipment, materials and supplies to establish, operate and maintain an intermediate processing facility to sort, shred, bale and/or densify or other such activity as may be required to secure and maintain markets for recyclable material received at the recycling drop-off sites in Lincoln and Lancaster County and to market said material to end users.
 - 1.1.1 The City currently operates 4 newspaper only sites and 21 multi-material sites in the City and 8 multi-material sites in the County.
 - 1.1.2 Marketing decisions for the recyclable material are at the discretion of the Vendor.
 - 1.1.3 The material recovery facility shall be located within the corporate limits of the City of Lincoln.
- 1.2 During the term of the agreement all sorting, processing and marketing services for recyclables deposited at the recycling drop-off sites will be provided to the processing Vendor and who shall share revenue from the sale of recyclables.
- 1.3 Vendor shall submit bid documents and all requested information via e-bid.
- 1.4 All inquires regarding these specifications shall be directed to Suzanne Siemer, Assistant Purchasing Agent, via e-mail request to (ssiemer@lincoln.ne.gov) or faxed request to (402) 441-6513.
 - 1.4.1 These inquiries and/or responses shall be distributed to prospective vendors electronically as an addenda.
 - 1.4.2 No direct contact is allowed between vendor and other City staff throughout the bid process.
 - 1.4.3 Failure to comply with this directive may result in vendor's bid being rejected.
- 1.5 The Vendor shall not commence work under this agreement until he/she has obtained all insurance required in the attached "Insurance Clause" to be used for all City Contracts," and such insurance has been approved by the City Attorney.
- 1.6 The City estimates that the award notification to the vendor will be around May 8, 2012.
- 1.7 In FY 2010-2011 the City received approximately 6,025 tons of recyclables through the recycling drop-off program, see "**Attachment 1**" for a summary of recyclables collected per recycling site by month and material type.
- 1.8 The quantities stated in the bid documents are for estimating purposes only, the City does not guarantee that these quantities will not increase or decrease depending on various conditions.
- 1.9 During the term of the contract the City will be undertaking a solid waste management planning effort in which recommendations related to the City's recycling drop-off program and curbside residential recycling may occur.
 - 1.9.1 This could result in a reduction in number of recycling drop-off sites in the City and County and the amount of material delivered to the Processor.
- 1.10 The successful processing Vendor shall be responsible for the sorting and grading of approximately 16 to 25 tons per day of recyclable material collected at the City's recycling drop-off sites 362 days of the year.
 - 1.10.1 There is no guarantee on the amount of recyclables delivered to the Processing Vendor during the term of the contract.
 - 1.10.2 Authorized holidays are Christmas Day, Thanksgiving Day, and New Years Day.
- 1.11 The Recycling Processing facility shall be located within the City of Lincoln.
 - 1.11.1 Facility may be an enclosed transfer station in which material is unloaded from City Vendor's recycling collection vehicles and then loaded in to another vehicle and transported to another location for processing.
- 1.12 Vendor to submit all requested documents in the Response Attachment section of the e-bid.

2. **RECYCLING MATERIAL RECEIVED AND DAYS OF OPERATIONS**

- 2.1 Material collected and delivered to the processing Vendor at the City operated multi-material recycling drop-off sites shall include:
 - 2.1.1 Aluminum cans
 - 2.1.2 Tin cans
 - 2.1.3 Plastic bottles and containers #1-#5 (co-mingled)
 - 2.1.4 Clear glass
 - 2.1.5 Brown glass
 - 2.1.6 Green glass
 - 2.1.7 Newspapers
 - 2.1.8 Corrugated cardboard; and
 - 2.1.9 Residential mixed paper
- 2.2 The Vendor shall work with the City to ensure that educational materials on what materials are acceptable vs. not acceptable at the recycling drop-off sites and that they are compatible with processing Vendor's quality standards.
- 2.3 An optional bid to process mixed plastics (#1- #7) that are collected in the plastics compartment of a roll-off box may be submitted.
- 2.4 All other recyclable items shall have a separate compartment or container.
 - 2.4.1 An optional bid to process aluminum cans and tin cans that are mixed together in the same compartment of a roll-off box may be submitted.
- 2.5 As consistent and economically viable markets develop for additional recyclable materials that are compatible with the collection method and sorting process, additional recyclables may be added for collection at the recycling drop-off sites **through a contract amendment that must be executed by all parties 30 days prior to the amendment taking effect.**
- 2.6 The Vendor shall submit in the Response Attachment section of the e-bid their policy for rejecting recyclable loads deposited at their facility that would be applied to commodities received through the City's recycling drop-off program.
- 2.7 The Vendor shall provide the City or its collection Vendor with access to its facility to unload recyclables on a daily basis between the hours of 6:00 a.m. to 5:00 p.m., with the exception of authorized holidays.

3. **CONTRACT TERM**

- 3.1 Upon contract execution by both parties, the contract shall be in effect for a period of one (1) year with the option to renew for three (3) additional one (1) year periods.

4. **AWARD OF BID**

- 4.1 The City will award based on vendor's responsiveness, experience, cost and satisfactory information obtained through reference checks.
 - 4.1.1 The bidder shall submit references for their company and any subcontractors in the Response Attachment section of the e-bid which includes a minimum of the following:
 - 4.1.1.1 Number of years of experience in similar type of work.
 - 4.1.1.2 Two references with contact information for communities or businesses in which the Vendor provides processing services equal or similar to the amounts listed in these specifications.

5. **VENDOR RESPONSIBILITIES**

- 5.1 Vendor shall be responsible for each of the following and shall include ALL associated costs for these activities in their processing fees:
 - 5.1.1 Providing easy access and timely unloading of collection vehicles.
 - 5.1.2 Providing scale or scale access to weigh incoming loads of material.
 - 5.1.3 Ensuring compliance with all current local, state, and federal requirements regarding zoning, health or environmental regulations on the processing and transportation of recyclables.
 - 5.1.4 Ensuring that any recyclable material received from other sources are not mixed

- with material from the City sponsored drop off program until the material is weighed and recorded for billing/payment purposes.
- 5.1.5 Developing processes and procedures to ensure that no recyclables from the recycling drop-off program are deposited in the sanitary landfill without prior approval by the City of Lincoln.
 - 5.1.6 Ensuring that any waste sorted from the recyclables are properly transported and disposed of at the Bluff Road Landfill, 6101 Bluff Road.
 - 5.1.7 Cost of disposing of the waste shall be at the expense of the processing Vendor.
 - 5.1.8 Processing newspaper, cardboard, residential mixed paper within 3 days of receiving the material.
 - 5.1.9 Processing plastic and glass containers, aluminum and tin cans within 7 days of arriving at the Vendor's facility.
 - 5.1.10 Maintaining its facility in a manner to minimize any litter leaving processing facility.
 - 5.1.11 Providing efficient unloading service to the City Collection Vendor(s) to minimize unloading delays.
 - 5.1.12 Notifying the City recycling representative, by phone, e-mail or fax (402) 441-8735 of an equipment breakdown or a facility failure in which they cannot receive recyclables from the recycling drop-off program.
 - 5.1.13 Making alternative arrangements to redirect material to another processing facility in Lincoln during the facility failure.
 - 5.1.14 Reimbursement to the City for any and all out of pocket expense incurred by the City of Lincoln in redirecting recyclables related to equipment or facility failure.
- 5.2 Providing within 6 months of the contract award, a public recycling drop-off service or collection center at the processing facility which will accept equivalent materials to those received at the City-operated recycling drop-off sites.
 - 5.2.1 Public access shall be granted a minimum of 10 hours daily.
 - 5.2.2 The City shall provide the standard signs used at City recycling drop-off sites at the Vendor's request.
 - 5.2.3 The Vendor shall report to the City the amount of recyclables collected at the drop-off sites on a monthly basis.
 - 5.3 Operating the processing facility which follows the best management practices for material recovery facility.

6. CITY'S RESPONSIBILITIES

- 6.1 The City is responsible for the following:
 - 6.1.1 Scheduling regular meetings with the Vendor to discuss issues associated with the recycling drop-off contract.
 - 6.1.1.1 At the request of the Vendor, a joint meeting with the Collection Vendor to discuss common issues associated with the recycling drop-off program may be established.
 - 6.1.2 Educating the public on proper separation of recyclable materials for the drop-off program.
 - 6.1.3 Providing signs at each of the recycling drop-off sites on what is acceptable and not acceptable to deposit at the site.

7. CALCULATING SHARED REVENUE WITH THE CITY

- 7.1 The net payment for the shared revenue with the City shall be based on a monthly adjusted index price from the following two separate publications that report the prices for recyclable commodities.
 - 7.1.1 "Official Board Markets" (The Yellow Sheet) which contains index pricing for fiber materials (newspapers, cardboard and mixed paper).
 - 7.1.1.1 The on-line version can be obtained from the "packaging-online.com" website.
 - 7.1.1.2 Annual subscription cost to access this publication is approximately \$199.00 per year.

- 7.1.1.3 Historical monthly index pricing for fiber materials in FY 2010-2011 appear in "**Attachment 2**".
- 7.1.1.4 All index prices are reported on a "Per Ton" basis.
- 7.1.2 "Waste News," "Secondary Materials Pricing.Com" web-site which contains the index prices for non-fiber materials (aluminum cans, steel cans, clear glass, green glass, brown glass, and plastic #1 - #5 containers).
 - 7.1.2.1 Annual subscription cost to access "Secondary Materials Pricing .com" is approximately \$157.00 per year.
 - 7.1.2.2 Historical monthly index pricing for non-fiber materials in FY 2010-2011 appear in "**Attachment 3**".
 - 7.1.2.3 Index prices are reported either in a "Per Ton" or "Per Pound" basis so the Vendor must convert those based on a "Per Pound" basis to "Per Ton."
- 7.2 The above index price publications have two issues per month and for purposes of calculating the net payment for shared revenue with the City the first issue of each month shall be used.
- 7.3 To calculate the net payment for shared revenue with the City, Vendors shall use the high side of the current Chicago index price for respective commodities and subtract the line item "Per Ton" Processing Fee (see section 8 **LINE ITEM PROCESSING FEES**) to arrive at the Net "Per Ton" payment due to the City.
 - 7.3.1 The Net "Per Ton" payment to the City for each commodity is then multiplied by the total tons for each commodity received by the Vendor from the City for each month.
 - 7.3.2 All the commodities are added together to arrive at the total net payment for shared revenue due the City for each month.
- 7.4 In the event the formula results in a negative net "per ton" payment to the City for a particular commodity the City shall receive no revenue and shall not be charged a processing fee by the Vendor.

8. LINE ITEM PROCESSING FEES

- 8.1 The Vendor shall submit pricing in the e-bid line items per commodity for their Processing Fee.
 - 8.1.1 Each line item pricing for the Processing Fee must be entered as a "Per Ton" price which includes ALL associated costs to meet the required specifications stated herein.
 - 8.1.2 The "Per Ton" Processing Fees shall remain constant for respective commodities throughout the term of the contract.
 - 8.1.3 The line item Processing Fee "Per Ton" price for each commodity shall be used in a formula to calculate the net payment for shared revenue with the City.
- 8.2 For determining the commodity "Per Ton" Processing Fee the Vendor should take into account the information outlined in Section 7. **CALCULATING SHARED REVENUE WITH THE CITY.**
- 8.3 In determining the line-item processing fee the Vendor shall utilize the first issues of January, 2012 published pricing for the two publications.
 - 8.3.1 The fiber materials (newspaper, residential mixed paper and old corrugated cardboard) commodity price indices published on January 14, 2012 in the "Official Board Markets" (Yellow Sheet) are highlighted in the Mixed Paper, News and OCC commodity price index for the Transacted paper stock prices in "**Attachment 4**".
 - 8.3.2 The non-fiber materials (aluminum cans, steel cans, clear glass, green glass, brown glass, and plastic #1 - #5 containers) commodity price indices published on January 1, 2012 in the "Waste News," "Secondary Materials Pricing.Com" web-site are highlighted in the Grade and Description commodity price index in "**Attachment 5**".

9. **INVOICING AND BASIS FOR PAYMENT**

- 9.1 The Vendor shall provide the City's Collection Vendor with a weight ticket for each load of recyclables delivered to the Vendor and shall include the following information:
 - 9.1.1 Date;
 - 9.1.2 Type of Recyclable Material received;
 - 9.1.3 Recycling Drop-off site locations(2); and
 - 9.1.4 Total Weight of Material
- 9.2 The Vendor shall provide a photocopy of the index pricing from each publication listed above with its monthly invoice to the City.
- 9.3 The Vendor shall provide a monthly invoice to the City, within 30 days following the completion of the month, indicating the amount of recyclables by commodity type collected at each recycling site and the amount of revenue generated per material site.
- 9.4 Payment for the recyclables delivered to the processing facility during the preceding month will accompany the monthly invoice.
- 9.5 Payments not received within 30 days are considered past due and shall have a 10% late fee added to the past due amount of the invoice.
- 9.6 The processing Vendor shall work with the City and its collection Vendor to weigh the roll-off containers for food and beverage at the City's request in April and November each year for the purpose of developing a formula to allocate the amount of recyclables by commodity type for each container taken to the Vendor.
- 9.7 The Vendor shall maintain daily, weekly and monthly logs on the weight of material received and the drop-off location the material was received from.
- 9.8 The Vendor shall complete and submit a monthly Excel spreadsheet to the City within 10 days after the end of each month to show the amount of materials received from the recycling drop-off program.
 - 9.8.1 The City will provide the Vendor with the master spreadsheet - see "Attachment 6".

10. **COMPLIANCE AND REGULATIONS**

- 10.1 The Vendor is responsible for securing all current local, State and Federal permits for operating a material recovery facility.
- 10.2 The Vendor must comply with all current local, state and federal regulations regarding the handling, processing, storing and shipping recyclables and operation of a material recovery facility.
 - 10.2.1 This includes all OSHA regulations regarding worker safety and requirements for personal protective equipment.

11. **VENDOR PERFORMANCE, PENALTIES AND DAMAGES**

- 11.1 The following acts or omissions are considered unsatisfactory vendor performance of the contract for which damages may be assessed against payment due the Vendor or added to payments due the City of Lincoln.
 - 11.1.1 Failure to clean up litter or debris from the exterior of the facility within twenty-four (24) hours of a notice of violation from the City of Lincoln and Lancaster County Health Department will result in the Vendor being charged \$75.00 per each incident.
 - 11.1.2 Failure to begin full operation of the processing facility by June 1, 2012 will result in the Vendor being charged \$600.00 per day or portion thereof.

12. **PERFORMANCE BOND**

- 12.1 As further security for the performance of this contract and in order to assure the City of Lincoln's continued operation of the City's Recycling Program, the Vendor shall supply within fifteen (15) days of notice of award of the contract a "Contract and a Performance Bond" written on a minimum of an annual basis, on forms required by the City of Lincoln, in an amount of not less than \$15,000.00.
 - 12.1.1 Such Performance Bond to be used as security for the performance of the contract.

- 12.1.2 Such Performance Bond shall be maintained for the entire term of this contract and/or renewals.
- 12.1.3 The surety on the "Contract and the Performance Bond" shall be a duly authorized surety company, licensed to do business in the State of Nebraska, satisfactory to the City of Lincoln.

Attachment 1

Annual Summary of Recyclables Collected by Month for FY 2010-2011 (pounds)

Month	Mixed	Plastic Ctns	Steel	Green	Brown	Clear	Newspaper	Cardboard	Aluminum	Total
	Paper	#1-#5	Cans	Glass	Glass	Glass			Cans	
September, 2010	201,858	68,848	20,848	37,785	56,757	69,443	328,540	201,120	10,183	995,382
October, 2010	219,919	62,858	19,239	34,842	53,320	63,919	333,079	189,258	9,277	985,711
November, 2010	247,717	66,066	20,640	36,444	52,997	69,946	372,202	189,298	10,521	1,065,831
December, 2010	222,782	68,964	22,463	39,699	57,221	75,593	416,679	214,440	11,556	1,129,397
January, 2011	193,082	58,230	19,675	34,799	50,305	66,461	279,054	196,763	10,005	908,374
February, 2011	201,921	59,306	18,791	32,910	47,822	63,110	283,178	154,381	9,525	870,944
March, 2011	224,382	63,920	19,319	34,181	49,699	65,731	311,582	188,681	9,785	967,280
April, 2011	283,678	62,667	19,013	34,322	52,654	63,255	312,920	202,099	9,086	1,039,694
May, 2011	262,580	69,189	20,918	37,643	57,878	69,580	319,393	219,299	10,024	1,066,504
June, 2011	225,141	67,600	20,019	36,117	55,432	66,411	329,060	226,260	9,684	1,035,724
July, 2011	216,141	64,562	19,389	34,854	53,662	64,285	263,458	217,178	9,187	942,716
August, 2011	242,161	71,469	20,458	36,888	56,620	68,268	318,842	216,900	9,764	1,041,370
Total FY 2010-2011	2,741,362	783,679	240,772	430,484	644,367	806,002	3,867,987	2,415,677	118,597	12,048,927
Percent of Total	22.8%	6.5%	2.0%	3.6%	5.3%	6.7%	32.1%	20.0%	1.0%	100.0%

Official Board Markets

THE YELLOW SHEET

Transacted paper stock prices – September 4, 2010

	Mixed Paper (2)	Boxboard Cuttings (4)	News (6)	News (8)	OCC (11)	SOP (37)	Sorted White Ledger (40)
Chicago	\$55-60 (0)	80-85 (0)	35-40 (0)	70-75 (0)	95-105 (0)	210-220 (0)	320-330 (+15)
New England	55-60 (+15)	70-75 (0)	35-40 (0)	80-85 (+10)	110-120 (+10)	210-220 (0)	320-330 (+15)
Buffalo	40-45 (+15)	70-75 (0)	35-40 (0)	55-60 (+10)	110-120 (+10)	210-220 (0)	320-330 (+15)
New York	55-60 (+15)	70-75 (0)	35-40 (0)	80-85 (+10)	110-120 (+10)	210-220 (0)	320-330 (+15)
Southeast	75-80 (0)	70-75 (0)	35-40 (0)	75-80 (-10)	120-130 (+10)	210-220 (0)	320-330 (+15)
Southwest	80-85 (0)	70-75 (0)	35-40 (0)	75-80 (-10)	115-125 (0)	210-220 (0)	320-330 (+15)
Los Angeles	95-105 (+10)	120-130 (+10)	95-105 (0)	110-120 (0)	125-135 (+20)	215-225 (0)	310-320 (+15)
San Francisco	70-75 (0)	120-130 (+10)	95-105 (0)	110-120 (0)	115-125 (+20)	215-225 (0)	310-320 (+15)
Pacific NW	90-95 (+10)	120-130 (+10)	65-70 (0)	85-90 (0)	100-110 (+5)	200-210 (0)	310-320 (+15)

	New DLK Cuttings (13)	White News Blanks (24)	Coated Soft White Shavings (28)	Hard White Shavings (30)	Hard White Env. Cuts (31)	Unprint Bleached Sulfate (47)
East	\$130-140 (+20)	210-220 (0)	365-375 (-10)	430-440 (-10)	530-540 (0)	420-430 (-10)
Midwest	130-140 (+20)	175-185 (0)	365-375 (-10)	430-440 (-10)	520-530 (-10)	410-420 (-10)
Southeast	135-145 (+20)	165-175 (0)	375-385 (-10)	440-450 (-10)	520-530 (-10)	400-410 (-10)
Southwest	135-145 (+20)	175-185 (0)	385-395 (-10)	475-485 (-10)	520-530 (-10)	410-420 (-10)
Los Angeles	125-135 (+20)	205-215 (0)	385-395 (-10)	445-455 (-10)	450-460 (-10)	405-415 (-10)
San Francisco	120-130 (+20)	205-215 (0)	385-395 (-10)	445-455 (-10)	450-460 (-10)	405-415 (-10)
Pacific NW	140-150 (+20)	205-215 (0)	385-395 (-10)	445-455 (-10)	450-460 (-10)	405-415 (-10)

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Official Board Markets

THE YELLOW SHEET

Transacted paper stock prices - October 2, 2010

	Mixed Paper (2)	Boxboard Cuttings (4)	News (6)	News (8)	OCC (11)	SOP (37)	Sorted White Ledger (40)
Chicago	\$65-70 (+10)	80-85 (0)	35-40 (0)	80-85 (+10)	115-125 (+20)	210-220 (0)	330-340 (+10)
New England	65-70 (+10)	70-75 (0)	35-40 (0)	80-85 (0)	120-130 (+10)	210-220 (0)	330-340 (+10)
Buffalo	50-55 (+10)	70-75 (0)	35-40 (0)	65-70 (+10)	120-130 (+10)	210-220 (0)	330-340 (+10)
New York	75-80 (+20)	70-75 (0)	35-40 (0)	80-85 (0)	120-130 (+10)	210-220 (0)	330-340 (+10)
Southeast	90-100 (+20)	70-75 (0)	35-40 (0)	85-90 (+10)	135-145 (+15)	210-220 (0)	330-340 (+10)
Southwest	90-95 (+10)	70-75 (0)	35-40 (0)	85-90 (+10)	115-125 (0)	195-205 (-15)	330-340 (+10)
Los Angeles	105-115 (+10)	130-140 (+10)	105-115 (+10)	120-130 (+10)	145-155 (+20)	215-225 (0)	320-330 (+10)
San Francisco	80-85 (+10)	130-140 (+10)	105-115 (+10)	120-130 (+10)	135-145 (+20)	215-225 (0)	320-330 (+10)
Pacific NW	95-105 (+10)	130-140 (+10)	75-80 (+10)	90-100 (+10)	130-140 (+30)	200-210 (0)	320-330 (+10)

	New DLK Cuttings (13)	White News Blanks (24)	Coated Soft White Shavings (28)	Hard White Shavings (30)	Hard White Env. Cuts (31)	Unprint Bleached Sulfate (47)
East	\$150-160 (+20)	210-220 (0)	365-375 (0)	430-440 (0)	530-540 (0)	420-430 (0)
Midwest	150-160 (+20)	175-185 (0)	365-375 (0)	430-440 (0)	520-530 (0)	410-420 (0)
Southeast	155-165 (+20)	165-175 (0)	375-385 (0)	440-450 (0)	520-530 (0)	400-410 (0)
Southwest	155-165 (+20)	175-185 (0)	385-395 (0)	475-485 (0)	520-530 (0)	410-420 (0)
Los Angeles	145-155 (+20)	205-215 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
San Francisco	140-150 (+20)	205-215 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
Pacific NW	170-180 (+30)	205-215 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)

Official Board Markets

THE YELLOW SHEET

Transacted paper stock prices – November 6, 2010

	Mixed Paper (2)	Boxboard Cuttings (4)	News (6)	News (8)	OCC (11)	SOP (37)	Sorted White Ledger (40)
Chicago	565-70 (0)	85-90 (+5)	35-40 (0)	80-85 (0)	125-135 (+10)	200-210 (-10)	320-330 (-10)
New England	65-70 (0)	75-80 (+5)	45-50 (+10)	90-95 (+10)	155-165 (+35)	200-210 (-10)	330-340 (0)
Buffalo	55-60 (+5)	75-80 (+5)	45-50 (+10)	75-80 (+10)	130-140 (+10)	200-210 (-10)	330-340 (0)
New York	85-90 (+10)	75-80 (+5)	45-50 (+10)	90-95 (+10)	155-165 (+35)	200-210 (-10)	330-340 (0)
Southeast	90-100 (0)	75-80 (+5)	35-40 (0)	90-100 (+10)	150-160 (+15)	200-210 (-10)	320-330 (-10)
Southwest	90-95 (0)	75-80 (+5)	35-40 (0)	85-90 (0)	145-155 (+30)	195-205 (0)	320-330 (-10)
Los Angeles	120-130 (+15)	145-155 (+15)	120-130 (+15)	135-145 (+15)	165-175 (+20)	230-240 (+15)	330-340 (+10)
San Francisco	90-100 (+15)	145-155 (+15)	120-130 (+15)	135-145 (+15)	155-165 (+20)	230-240 (+15)	330-340 (+10)
Pacific NW	90-100 (-5)	145-155 (+15)	90-95 (+15)	105-115 (+15)	135-145 (+5)	215-225 (+15)	330-340 (+10)

	New DLK Cuttings (13)	White News Blanks (24)	Coated Soft Whit. Shavings (28)	Hard White Shavings (30)	Hard White Env. Cuts (31)	Unprint Bleached Sulfate (47)
East	\$170-180 (+20)	210-220 (0)	365-375 (0)	430-440 (0)	530-540 (0)	420-430 (0)
Midwest	160-170 (+10)	185-195 (+10)	365-375 (0)	430-440 (0)	520-530 (0)	410-420 (0)
Southeast	165-175 (+10)	175-185 (+10)	375-385 (0)	440-450 (0)	520-530 (0)	400-410 (0)
Southwest	165-175 (+10)	185-195 (+10)	385-395 (0)	475-485 (0)	520-530 (0)	410-420 (0)
Los Angeles	165-175 (+20)	205-215 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
San Francisco	160-170 (+20)	205-215 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
Pacific NW	180-190 (+10)	205-215 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)

Official Board Markets

THE YELLOW SHEET

Transacted paper stock prices – December 4, 2010

	Mixed Paper (2)	Boxboard Cuttings (4)	News (6)	News (8)	OCC (11)	SOP (37)	Sorted White Ledger (40)
Chicago	\$65-70 (0)	90-95 (+5)	35-40 (0)	80-85 (0)	125-135 (0)	190-200 (-10)	300-310 (-20)
New England	65-70 (0)	80-85 (+5)	45-50 (0)	90-95 (0)	160-170 (+5)	200-210 (0)	310-320 (-20)
Buffalo	55-60 (0)	80-85 (+5)	45-50 (0)	85-90 (+10)	160-170 (+30)	200-210 (0)	310-320 (-20)
New York	85-90 (0)	80-85 (+5)	45-50 (0)	90-95 (0)	160-170 (+5)	200-210 (0)	310-320 (-20)
Southeast	95-105 (+5)	80-85 (+5)	35-40 (0)	100-110 (+10)	150-160 (0)	190-200 (-10)	300-310 (-20)
Southwest	90-100 (+5)	80-85 (+5)	35-40 (0)	95-105 (+10)	145-155 (0)	185-195 (-10)	300-310 (-20)
Los Angeles	120-130 (0)	145-155 (0)	130-140 (+10)	145-155 (+10)	165-175 (0)	230-240 (0)	330-340 (0)
San Francisco	90-100 (0)	145-155 (0)	130-140 (+10)	145-155 (+10)	155-165 (0)	230-240 (0)	330-340 (0)
Pacific NW	90-100 (0)	145-155 (0)	90-95 (0)	105-115 (0)	135-145 (0)	215-225 (0)	330-340 (0)

	New DLK Cuttings (13)	White News Blanks (24)	Coated Soft Wht. Shavings (28)	Hard White Shavings (30)	Hard White Env. Cuts (31)	Unprint Bleached Sulfate (47)
East	\$170-180 (0)	210-220 (0)	365-375 (0)	430-440 (0)	530-540 (0)	420-430 (0)
Midwest	160-170 (0)	195-205 (+10)	365-375 (0)	430-440 (0)	520-530 (0)	410-420 (0)
Southeast	165-175 (0)	185-195 (+10)	375-385 (0)	440-450 (0)	520-530 (0)	400-410 (0)
Southwest	165-175 (0)	195-205 (+10)	385-395 (0)	475-485 (0)	520-530 (0)	410-420 (0)
Los Angeles	165-175 (0)	205-215 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
San Francisco	160-170 (0)	205-215 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
Pacific NW	180-190 (0)	205-215 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)

Official Board Markets

THE YELLOW SHEET

Transacted paper stock prices – January 8, 2011

	Mixed Paper (2)	Boxboard Cuttings (4)	News (6)	News (8)	OCC (11)	SOP (37)	Sorted White Ledger (40)
Chicago	\$65-70 (0)	90-100 (+5)	35-40 (0)	100-110 (+25)	125-135 (0)	190-200 (0)	290-300 (-10)
New England	65-70 (0)	85-90 (+5)	45-50 (0)	90-95 (0)	155-165 (-5)	205-215 (+5)	300-310 (-10)
Buffalo	55-60 (0)	85-90 (+5)	45-50 (0)	85-90 (0)	155-165 (-5)	205-215 (+5)	300-310 (-10)
New York	85-90 (0)	85-90 (+5)	45-50 (0)	90-95 (0)	155-165 (-5)	205-215 (+5)	300-310 (-10)
Southeast	115-125 (+20)	90-95 (+10)	45-50 (+10)	115-125 (+15)	140-150 (-10)	190-200 (0)	300-310 (0)
Southwest	105-115 (+15)	90-95 (+10)	45-50 (+10)	105-115 (+10)	145-155 (0)	185-195 (0)	300-310 (0)
Los Angeles	120-130 (0)	145-155 (0)	140-150 (+10)	155-165 (+10)	165-175 (0)	230-240 (0)	330-340 (0)
San Francisco	90-100 (0)	145-155 (0)	140-150 (+10)	155-165 (+10)	155-165 (0)	230-240 (0)	330-340 (0)
Pacific NW	90-100 (0)	145-155 (0)	90-95 (0)	105-115 (0)	135-145 (0)	200-210 (-15)	310-320 (-20)

	New DLK Cuttings (13)	White News Blanks (24)	Coated Soft Wht. Shavings (28)	Hard White Shavings (30)	Hard White Env. Cuts (31)	Unprint Bleached Sulfate (47)
East	\$170-180 (0)	210-220 (0)	365-375 (0)	430-440 (0)	530-540 (0)	420-430 (0)
Midwest	160-170 (0)	205-215 (+10)	365-375 (0)	430-440 (0)	520-530 (0)	410-420 (0)
Southeast	165-175 (0)	195-205 (+10)	375-385 (0)	440-450 (0)	520-530 (0)	400-410 (0)
Southwest	165-175 (0)	205-215 (+10)	385-395 (0)	475-485 (0)	520-530 (0)	410-420 (0)
Los Angeles	165-175 (0)	215-225 (+10)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
San Francisco	160-170 (0)	215-225 (+10)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
Pacific NW	180-190 (0)	215-225 (+10)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)

Official Board Markets

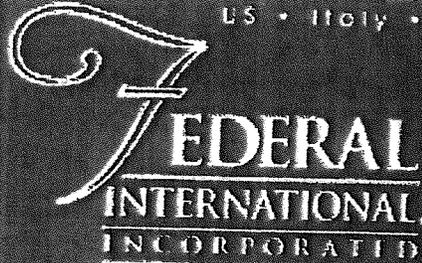
THE YELLOW SHEET

Transacted paper stock prices – February 5, 2011

	Mixed Paper (2)	Boxboard Cuttings (4)	News (6)	News (8)	OCC (11)	SOP (37)	Sorted White Ledger (40)
Chicago	\$75-80 (+10)	90-100 (0)	45-50 (+10)	135-145 (+35)	125-135 (0)	200-210 (+10)	290-300 (0)
New England	65-70 (0)	85-90 (0)	45-50 (0)	90-95 (0)	155-165 (0)	220-230 (+15)	300-310 (0)
Buffalo	55-60 (0)	85-90 (0)	45-50 (0)	90-95 (+5)	155-165 (0)	220-230 (+15)	300-310 (0)
New York	85-90 (0)	85-90 (0)	45-50 (0)	95-105 (+10)	155-165 (0)	220-230 (+15)	300-310 (0)
Southeast	125-135 (+10)	90-95 (0)	55-60 (+10)	130-140 (+15)	130-140 (-10)	210-220 (+20)	300-310 (0)
Southwest	115-125 (+10)	90-95 (0)	55-60 (+10)	120-130 (+15)	130-140 (-15)	210-220 (+25)	300-310 (0)
Los Angeles	130-140 (+10)	155-165 (+10)	145-155 (+5)	160-170 (+5)	165-175 (0)	235-245 (+5)	330-340 (0)
San Francisco	100-110 (+10)	155-165 (+10)	145-155 (+5)	160-170 (+5)	155-165 (0)	235-245 (+5)	330-340 (0)
Pacific NW	100-110 (+10)	155-165 (+10)	90-100 (+5)	125-135 (+20)	135-145 (0)	205-215 (+5)	310-320 (0)

	New DLK Cuttings (13)	White News Blanks (24)	Coated Soft Wht. Shavings (28)	Hard White Shavings (30)	Hard White Env. Cuts (31)	Unprint Bleached Sulfate (47)
East	\$160-170 (-10)	210-220 (0)	365-375 (0)	430-440 (0)	530-540 (0)	420-430 (0)
Midwest	150-160 (-10)	205-215 (0)	365-375 (0)	430-440 (0)	520-530 (0)	410-420 (0)
Southeast	155-165 (-10)	195-205 (0)	375-385 (0)	440-450 (0)	520-530 (0)	400-410 (0)
Southwest	155-165 (-10)	205-215 (0)	385-395 (0)	475-485 (0)	520-530 (0)	410-420 (0)
Los Angeles	165-175 (0)	215-225 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
San Francisco	160-170 (0)	215-225 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
Pacific NW	180-190 (0)	215-225 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)

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Transacted paper stock prices – March 5, 2011

	Mixed Paper (2)	Boxboard Cuttings (4)	News (6)	News (8)	OCC (11)	SDP (37)	Sorted White Ledger (40)
Chicago	\$75-80 (0)	90-100 (0)	55-60 (+10)	135-145 (0)	125-135 (0)	200-210 (0)	290-300 (0)
New England	65-70 (0)	85-90 (0)	55-60 (+10)	130-140 (+45)	155-165 (0)	240-250 (+20)	300-310 (0)
Buffalo	65-70 (+10)	85-90 (0)	55-60 (+10)	130-140 (+45)	155-165 (0)	240-250 (+20)	300-310 (0)
New York	90-100 (+10)	85-90 (0)	55-60 (+10)	130-140 (+35)	155-165 (0)	240-250 (+20)	300-310 (0)
Southeast	115-125 (-10)	90-95 (0)	65-70 (+10)	140-150 (+10)	130-140 (0)	210-220 (0)	300-310 (0)
Southwest	125-135 (+10)	90-95 (0)	65-70 (+10)	130-140 (+10)	130-140 (0)	220-230 (+10)	300-310 (0)
Los Angeles	135-145 (+5)	160-170 (+5)	155-165 (+10)	165-175 (+5)	165-175 (0)	235-245 (0)	330-340 (0)
San Francisco	105-115 (+5)	160-170 (+5)	155-165 (+10)	165-175 (+5)	155-165 (0)	235-245 (0)	330-340 (0)
Pacific NW	105-115 (+5)	160-170 (+5)	90-100 (0)	125-135 (0)	135-145 (0)	205-215 (0)	310-320 (0)

	New DLK Cuttings (13)	White News Blanks (24)	Coated Soft Wht. Shavings (28)	Hard White Shavings (30)	Hard White Env. Cuts (31)	Unprint Bleached Sulfate (47)
East	\$170-180 (+10)	220-230 (+10)	365-375 (0)	430-440 (0)	530-540 (0)	440-450 (+20)
Midwest	160-170 (+10)	215-225 (+10)	365-375 (0)	430-440 (0)	520-530 (0)	410-420 (0)
Southeast	165-175 (+10)	205-215 (+10)	375-385 (0)	440-450 (0)	520-530 (0)	400-410 (0)
Southwest	165-175 (+10)	215-225 (+10)	385-395 (0)	475-485 (0)	520-530 (0)	410-420 (0)
Los Angeles	175-185 (+10)	215-225 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
San Francisco	170-180 (+10)	215-225 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
Pacific NW	190-200 (+10)	215-225 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)

Official Board Markets

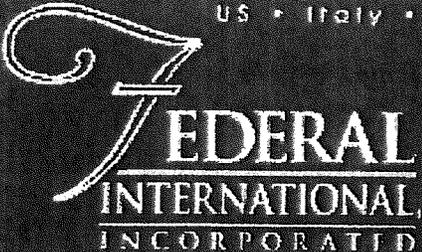
THE YELLOW SHEET

Transacted paper stock prices – April 2, 2011

	Mixed Paper (2)	Boxboard Cuttings (4)	News (6)	News (8)	OCC (11)	SOP (37)	Sorted White Ledger (40)
Chicago	\$75-80 (0)	120-130 (+30)	55-60 (0)	135-145 (0)	125-135 (0)	230-240 (+30)	290-300 (0)
New England	65-70 (0)	120-130 (+40)	55-60 (0)	130-140 (0)	150-160 (-5)	260-270 (+20)	300-310 (0)
Buffalo	65-70 (0)	120-130 (+40)	55-60 (0)	130-140 (0)	150-160 (-5)	260-270 (+20)	300-310 (0)
New York	90-100 (0)	120-130 (+40)	55-60 (0)	130-140 (0)	150-160 (-5)	260-270 (+20)	300-310 (0)
Southeast	115-125 (0)	120-130 (+35)	65-70 (0)	140-150 (0)	130-140 (0)	250-260 (+40)	300-310 (0)
Southwest	120-130 (-5)	120-130 (+35)	65-70 (0)	130-140 (0)	120-130 (-10)	250-260 (+30)	300-310 (0)
Los Angeles	135-145 (0)	160-170 (0)	155-165 (0)	165-175 (0)	165-175 (0)	245-255 (+10)	330-340 (0)
San Francisco	105-115 (0)	160-170 (0)	155-165 (0)	165-175 (0)	155-165 (0)	245-255 (+10)	315-325 (-15)
Pacific NW	105-115 (0)	160-170 (0)	90-100 (0)	125-135 (0)	135-145 (0)	215-225 (+10)	310-320 (0)

	New DLK Cuttings (13)	White News Blanks (24)	Coated Soft Wht. Shavings (28)	Hard White Shavings (30)	Hard White Env. Cuts (31)	Unprint Bleached Sulfate (47)
East	\$170-180 (0)	220-230 (0)	365-375 (0)	430-440 (0)	530-540 (0)	440-450 (0)
Midwest	165-175 (+5)	215-225 (0)	365-375 (0)	430-440 (0)	520-530 (0)	410-420 (0)
Southeast	170-180 (+5)	205-215 (0)	375-385 (0)	440-450 (0)	520-530 (0)	400-410 (0)
Southwest	170-180 (+5)	215-225 (0)	385-395 (0)	475-485 (0)	520-530 (0)	410-420 (0)
Los Angeles	175-185 (0)	225-235 (+10)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
San Francisco	170-180 (0)	225-235 (+10)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
Pacific NW	190-200 (0)	225-235 (+10)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)

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Transacted paper stock prices – May 7, 2011

	Mixed Paper (2)	Boxboard Cuttings (4)	News (6)	News (8)	OCC (11)	SOP (37)	Sorted White Ledger (40)
Chicago	\$75-80 (0)	130-140 (+10)	55-60 (0)	135-145 (0)	130-140 (+5)	250-260 (+20)	320-330 (+30)
New England	65-70 (0)	130-140 (+10)	55-60 (0)	120-130 (-10)	150-160 (0)	260-270 (0)	330-340 (+30)
Buffalo	65-70 (0)	120-130 (0)	55-60 (0)	110-120 (-20)	150-160 (0)	260-270 (0)	330-340 (+30)
New York	100-110 (+10)	130-140 (+10)	55-60 (0)	120-130 (-10)	150-160 (0)	270-280 (+10)	330-340 (+30)
Southeast	115-125 (0)	130-140 (+10)	65-70 (0)	130-140 (-10)	130-140 (0)	270-280 (+20)	320-330 (+20)
Southwest	120-130 (0)	130-140 (+10)	65-70 (0)	125-135 (-5)	120-130 (0)	270-280 (+20)	320-330 (+20)
Los Angeles	135-145 (0)	160-170 (0)	155-165 (0)	165-175 (0)	165-175 (0)	260-270 (+15)	330-340 (0)
San Francisco	105-115 (0)	160-170 (0)	155-165 (0)	165-175 (0)	155-165 (0)	260-270 (+15)	315-325 (0)
Pacific NW	105-115 (0)	160-170 (0)	90-100 (0)	125-135 (0)	135-145 (0)	235-245 (+20)	310-320 (0)

	New DLK Cuttings (13)	White News Blanks (24)	Coated Soft Wht. Shavings (28)	Hard White Shavings (30)	Hard White Env. Cuts (31)	Unprint Bleached Sulfate (47)
East	\$165-175 (-5)	220-230 (0)	365-375 (0)	430-440 (0)	530-540 (0)	440-450 (0)
Midwest	160-170 (-5)	215-225 (0)	365-375 (0)	430-440 (0)	520-530 (0)	410-420 (0)
Southeast	165-175 (-5)	205-215 (0)	375-385 (0)	440-450 (0)	520-530 (0)	400-410 (0)
Southwest	165-175 (-5)	215-225 (0)	385-395 (0)	475-485 (0)	520-530 (0)	410-420 (0)
Los Angeles	175-185 (0)	235-245 (+10)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
San Francisco	170-180 (0)	235-245 (+10)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
Pacific NW	190-200 (0)	235-245 (+10)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)



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Transacted paper stock prices – June 4, 2011

	Mixed Paper (2)	Boxboard Cuttings (4)	News (6)	News (8)	OCC (11)	SOP (37)	Sorted White Ledger (40)
Chicago	\$85-90 (+10)	130-140 (0)	55-60 (0)	120-130 (-15)	130-140 (0)	250-260 (0)	330-340 (+10)
New England	75-80 (+10)	130-140 (0)	60-65 (+5)	120-130 (0)	150-160 (0)	260-270 (0)	340-350 (+10)
Buffalo	75-80 (+10)	120-130 (0)	60-65 (+5)	110-120 (0)	150-160 (0)	260-270 (0)	340-350 (+10)
New York	100-110 (0)	130-140 (0)	60-65 (+5)	120-130 (0)	150-160 (0)	270-280 (0)	340-350 (+10)
Southeast	115-125 (0)	130-140 (0)	65-70 (0)	130-140 (0)	140-150 (+10)	270-280 (0)	330-340 (+10)
Southwest	120-130 (0)	130-140 (0)	65-70 (0)	125-135 (0)	135-145 (+15)	270-280 (0)	330-340 (+10)
Los Angeles	135-145 (0)	160-170 (0)	155-165 (0)	165-175 (0)	175-185 (+10)	260-270 (0)	330-340 (0)
San Francisco	105-115 (0)	160-170 (0)	155-165 (0)	165-175 (0)	165-175 (+10)	260-270 (0)	315-325 (0)
Pacific NW	105-115 (0)	160-170 (0)	90-100 (0)	125-135 (0)	135-145 (0)	235-245 (0)	310-320 (0)

	New DLK Cuttings (13)	White News Blanks (24)	Coated Soft Wht. Shavings (28)	Hard White Shavings (30)	Hard White Env. Cuts (31)	Unprint Bleached Sulfate (47)
East	\$165-175 (0)	220-230 (0)	365-375 (0)	430-440 (0)	540-550 (+10)	440-450 (0)
Midwest	160-170 (0)	215-225 (0)	385-395 (+20)	430-440 (0)	520-530 (0)	410-420 (0)
Southeast	175-185 (+10)	205-215 (0)	375-385 (0)	440-450 (0)	520-530 (0)	400-410 (0)
Southwest	175-185 (+10)	215-225 (0)	385-395 (0)	475-485 (0)	520-530 (0)	410-420 (0)
Los Angeles	185-195 (+10)	235-245 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
San Francisco	180-190 (+10)	235-245 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
Pacific NW	190-200 (0)	235-245 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)

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Transacted paper stock prices – July 2, 2011

	Mixed Paper (2)	Boxboard Cuttings (4)	News (6)	News (8)	OCC (11)	SOP (37)	Sorted White Ledger (40)
Chicago	\$90-100 (+10)	130-140 (0)	55-60 (0)	120-130 (0)	145-155 (+15)	265-275 (+15)	340-350 (+10)
New England	110-120 (+40)	130-140 (0)	60-65 (0)	120-130 (0)	155-165 (+5)	270-280 (+10)	345-355 (+5)
Buffalo	90-100 (+20)	120-130 (0)	60-65 (0)	110-120 (0)	155-165 (+5)	270-280 (+10)	345-355 (+5)
New York	110-120 (+10)	130-140 (0)	60-65 (0)	120-130 (0)	155-165 (+5)	280-290 (+10)	345-355 (+5)
Southeast	125-135 (+10)	130-140 (0)	65-70 (0)	125-135 (-5)	160-170 (+20)	280-290 (+10)	340-350 (+10)
Southwest	130-140 (+10)	130-140 (0)	65-70 (0)	120-130 (-5)	155-165 (+20)	280-290 (+10)	340-350 (+10)
Los Angeles	135-145 (0)	160-170 (0)	155-165 (0)	165-175 (0)	175-185 (0)	260-270 (0)	330-340 (0)
San Francisco	105-115 (0)	160-170 (0)	155-165 (0)	165-175 (0)	165-175 (0)	260-270 (0)	315-325 (0)
Pacific NW	115-125 (+10)	160-170 (0)	90-100 (0)	125-135 (0)	160-170 (+25)	235-245 (0)	320-330 (+10)

	New DLK Cuttings (13)	White News Blanks (24)	Coated Soft Wht. Shavings (28)	Hard White Shavings (30)	Hard White Env. Cuts (31)	Unprint Bleached Sulfate (47)
East	\$175-185 (+10)	220-230 (0)	365-375 (0)	430-440 (0)	550-560 (+10)	440-450 (0)
Midwest	170-180 (+10)	215-225 (0)	385-395 (0)	430-440 (0)	520-530 (0)	410-420 (0)
Southeast	195-205 (+20)	205-215 (0)	375-385 (0)	440-450 (0)	520-530 (0)	400-410 (0)
Southwest	195-205 (+20)	215-225 (0)	385-395 (0)	475-485 (0)	520-530 (0)	410-420 (0)
Los Angeles	185-195 (0)	235-245 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
San Francisco	180-190 (0)	235-245 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)
Pacific NW	210-220 (+20)	235-245 (0)	385-395 (0)	445-455 (0)	450-460 (0)	405-415 (0)

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Official Board Markets

THE YELLOW SHEET

Transacted paper stock prices – August 6, 2011

	Mixed Paper (2)	Boxboard Cuttings (4)	News (6)	News (8)	OCC (11)	SOP (37)	Sorted White Ledger (40)
Chicago	\$110-120 (+20)	130-140 (0)	60-65 (+5)	120-130 (0)	155-165 (+10)	280-290 (+15)	350-360 (+10)
New England	120-130 (+10)	130-140 (0)	65-70 (+5)	130-140 (+10)	155-165 (0)	280-290 (+10)	355-365 (+10)
Buffalo	110-120 (+20)	120-130 (0)	65-70 (+5)	120-130 (+10)	155-165 (0)	280-290 (+10)	355-365 (+10)
New York	140-150 (+30)	130-140 (0)	65-70 (+5)	130-140 (+10)	155-165 (0)	290-300 (+10)	355-365 (+10)
Southeast	140-150 (+15)	130-140 (0)	70-75 (+5)	130-140 (+5)	165-175 (+5)	290-300 (+10)	340-350 (0)
Southwest	145-155 (+15)	130-140 (0)	70-75 (+5)	125-135 (+5)	160-170 (+5)	280-290 (0)	340-350 (0)
Los Angeles	145-155 (+10)	170-180 (+10)	160-170 (+5)	165-175 (0)	175-185 (0)	260-270 (0)	330-340 (0)
San Francisco	130-140 (+25)	170-180 (+10)	160-170 (+5)	165-175 (0)	165-175 (0)	260-270 (0)	315-325 (0)
Pacific NW	130-140 (+15)	170-180 (+10)	100-110 (+10)	125-135 (0)	150-160 (-10)	235-245 (0)	320-330 (0)

	New DLK Cuttings (13)	White News Blanks (24)	Coated Soft Wht. Shavings (28)	Hard White Shavings (30)	Hard White Env. Cuts (31)	Unprint Bleached Sulfate (47)
East	\$175-185 (0)	220-230 (0)	365-375 (0)	430-440 (0)	550-560 (0)	440-450 (0)
Midwest	170-180 (0)	215-225 (0)	385-395 (0)	430-440 (0)	520-530 (0)	410-420 (0)
Southeast	185-195 (-10)	205-215 (0)	375-385 (0)	440-450 (0)	520-530 (0)	400-410 (0)
Southwest	185-195 (-10)	215-225 (0)	385-395 (0)	475-485 (0)	520-530 (0)	410-420 (0)
Los Angeles	185-195 (0)	235-245 (0)	375-385 (-10)	435-445 (-10)	440-450 (-10)	395-405 (-10)
San Francisco	180-190 (0)	235-245 (0)	375-385 (-10)	435-445 (-10)	440-450 (-10)	395-405 (-10)
Pacific NW	210-220 (0)	235-245 (0)	375-385 (-10)	435-445 (-10)	440-450 (-10)	395-405 (-10)