REQUEST FOR PROPOSAL

Removal and Recycling of Scrap Metal and Refrigerated Appliances

Issued by the

City of Janesville
Department of Public Works
Operations Division
18 N. Jackson Street
P.O. Box 5005
Janesville, WI 53547-5005

November 3, 2016
SECTION 1 - INTRODUCTION

1.1 Notice & Background

The City of Janesville seeks proposals to continue existing programs for the removal, hauling and recycling of scrap metal and refrigerated appliances collected at the City's Sanitary Landfill, 525 Black Bridge Road, Janesville, Wisconsin. The landfill receives approximately 155,000 tons of waste annually, and its service area consists of Rock County, Green County, and parts of Walworth County. In 2015, the City collected approximately 350 tons of scrap metal and 600 refrigerated appliances.

The City wishes to enter into contract with a firm willing to load, transport, process, and market collected metals and refrigerated appliances. The City will consider proposals in which the primary applicant chooses to subcontract one or both of the programs. The services being sought are for a three-year period. The contract period may be extended or renewed for subsequent and multiple one-year periods upon written agreement of both parties.

The requested service for these programs is projected to begin January 1, 2017.

No proposal bond or performance bond is required for this project.

The City of Janesville reserves the right to reject without cause any and all proposals, and to waive any informality relative to proposals and accept any proposal deemed advantageous to the City of Janesville.

1.2 Instructions

The City of Janesville will accept proposals through 4:00 p.m. CST November 28, 2016.

Proposals submitted in response to this RFP must be delivered in a sealed envelope to the address below:

City of Janesville
Clerk/Treasurer
18 N. Jackson St.
P.O. Box 5005
Janesville, WI 53547-5005

Proposals must be clearly marked as follows:

“Scrap Metal and Appliances Proposal”
SECTION 2 – SCOPE OF SERVICE

2.1 General Specifications
Scrap metal as used in this request may include any mixed metal items (i.e., steel, aluminum, ferrous, nonferrous and lead) or major appliances such as clothes dryers, clothes washers, dishwasher, microwave ovens, ovens and stoves.

Refrigerated appliances as used in this request include refrigerators, freezers, dehumidifiers and air conditioners.

Either list of items may be amended from time to time at the sole discretion of the City.

2.2 Requirements of Contractor
The Contractor shall agree to accept the various, mixed scrap metals and refrigerated appliances as collected by the City.

The Contractor shall meet the following minimum requirements:

- Contractor must provide all necessary personnel and equipment for storage and transport of scrap metal and refrigerated appliances. A minimum of two (2) roll-off containers shall be supplied. The containers shall be no smaller than a 40-yard container. The containers are to be placed in a specified drop-off area at the City of Janesville Sanitary Landfill (525 Black Bridge Road, Janesville, Wisconsin).

- Contractor agrees to supply roll-off containers that are serviceable by cable hoist and hooklift hoist systems in the event landfill personnel must move the container.

- Contractor must guarantee a collection time of no longer than 24 hours after receiving a request from the City for collection. Any material that spills outside the contractor’s containers due to contractor’s failure to collect within 24 hours after notification by the City that the containers are full will be the responsibility of the contractor to clean up at his or her expense.

- Contractor must be able to pick up full containers on the following days and times:
  Monday: 7:00 AM to 3:00 PM
  Tuesday through Friday: 7:00 AM to 2:30 PM

  Exceptions include the following holidays: New Year’s Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; and Christmas Day.
• Contractor agrees to have each roll-off container weighed on the truck scale at the Sanitary landfill upon entering, and to have each filled roll-off container weighed prior to exiting the landfill.

• Contractor agrees to prepare and send to the City a monthly invoice or payment that clearly lists all of the following: 1) for mixed scrap metal - the number of tons collected, the revenue per ton, total revenue due the City and a copy of the source of the appropriate month’s price index, and 2) for refrigerated appliances - the number of units collected, the cost per unit, and the total cost to the City.

• Contractor must manage the recycling facility in accordance with all applicable state and federal laws that regulate scrap metal recycling.

• Contractor must manage appliances in accordance with all applicable state and federal laws that regulate CFC refrigerants. Contractor must maintain annual State of Wisconsin certifications for the removal and recovery and for safe transport of refrigeration equipment.

2.3 Requirements of City
The City shall assume the following responsibilities:

• Provide a suitable drop-off area at the Sanitary Landfill for the operation of the scrap metal and refrigerated appliance programs.

• Contact the selected contractor(s) when the scrap metal and refrigerated appliance containers are full and ready for collection; or, set up a regular collection schedule, whichever is agreed upon between the City and the Contractor.
SECTION 3 – PROPOSAL SUBMITTAL

No certified or cashiers check or applicant’s bond will be required, but applicant must submit satisfactory evidence of the ability to provide specified services. Omission of any standard information shall not alleviate the proposing firm from the responsibility of furnishing complete and satisfactory services that are currently offered in commercial trade.

Proposals must contain the following specifications and requirements arranged in order. Proposals may include additional information deemed pertinent by the applicant. The City will not evaluate or consider proposals missing one or more of the following submission materials.

3.1 Professional Qualifications
- Applicant name, address, telephone, facsimile, contact person and email.
- Documentation of applicant’s experience and capabilities in scrap metal and refrigerated appliance removal and recycling services.
- Indication of any services the contractor intends to subcontract. A “Letter of Commitment” to perform such services, for the length of the contract with the City, must be submitted by any and all subcontractors.
- References from similar projects or contracts with other clients. Include the client name, contact person, address, telephone number and email address.

3.2 Permits & Certifications
- Contractor and/or subcontractor must submit a current copy of the State of Wisconsin Certification to Salvage and Dismantle Refrigeration Equipment, or a “Letter of Intent” to obtain annual certification with proposal. If the City selects a contractor who has submitted documentation of intent to obtain certification, contractor must submit official State of Wisconsin certification for refrigerant recovery on or before the date that services begin (January 1, 2017). Contractor must maintain annual State of Wisconsin certifications for recovery of refrigeration equipment.
- Contractor and/or subcontractor must submit a current copy of the State of Wisconsin Certification for Safe Transport of Refrigeration Equipment, or a “Letter of Intent” to obtain annual certification with proposal. If the City selects a contractor who has submitted documentation of intent to obtain certification, contractor must submit official State of Wisconsin certifications for refrigerant transport on or before the date that services begin (January 1, 2017). Contractor must maintain annual State of Wisconsin certifications for safe transport of refrigeration equipment.
- Contractor and/or subcontractor must submit a current copy of a State or Federal storm water discharge permit or a “Letter of Intent” to obtain a permit for the recycling facility at which the scrap metal and/or refrigerated appliances will be delivered.
3.3 Cost Proposal
- Complete Form 2 attached.
- Provide a payment method/formula used to determine payment to the City for the mixed scrap metal tonnage. Payment is to be based on a nationally recognized scrap metal index. Contractor shall include monthly copies of their proposed market indices for all of 2015 and 2016 year-to-date.
- Provide a cost per unit for each refrigerated appliance.
- Provide a cost per unit for any and all other fees which the City may be charged. Note the item type (i.e., microwaves, compressed cylinder tanks, etc.).
- Note any and all unacceptable items.
- The City of Janesville is exempt from Federal and State sales tax and will furnish a statement of exemption upon request.

3.4 Proposed Service Agreement
Successful applicant will be required to enter into contract for the services identified in the RFP. Applicant agrees that all information submitted, including price information, is guaranteed through the term of any contract resulting from this proposal process. A sample Consultant Services Agreement is provided for applicant's review. Modifications to the sample contract should be noted with submittal. If no modifications to the sample contract are submitted, successful applicant will be expected to accept sample contract language verbatim.

3.5 Declaration of Proposal Terms and Agreement
Completion of Form 1 attached.

3.6 Insurance
Applicant must submit proof of bodily injury and property damage liability insurance to be maintained for the duration of any contract entered into with the City. The City requires the insurance coverage to be no less than $1 million dollars. The City of Janesville requires that the City shall be named as a certificate holder for such insurance and shall be notified within 5 days if such insurance lapses or becomes inoperative or is cancelled for any reason whatsoever.

3.7 Questions and Additional Information
Questions regarding this Request for Proposal can be directed to:

Mandy Bonneville, Solid Waste Manager
City of Janesville City Services Center
P.O. Box 5005
Janesville, WI 53547-5005
Phone: 608-755-3110
Fax: 608-755-3106
Email: bonnevillem@ci.janesville.wi.us
SAMPLE CONTRACT

REMOVAL AND RECYCLING OF SCRAP METAL AND REFRIGERATED APPLIANCES CONTRACT

BY AND BETWEEN

CITY OF JANESVILLE

And

<CONTRACTOR>

THIS CONTRACT is made and executed, by and between the CITY OF JANESVILLE, a Wisconsin municipal corporation conducting its primary business at 18 North Jackson Street, County of Rock, State of Wisconsin, hereinafter called the CITY, and ________________________________, hereinafter called the CONTRACTOR.

In consideration of the mutual covenants and consideration herein contained and/or to be received, the CONTRACTOR and the CITY hereby agree to contract with each other and to perform the services and pay the fees respectively hereinafter set forth in connection with the collection, transportation, and processing of scrap metal and refrigerated appliances for the CITY:

I. UTILIZATION OF CONTRACTOR’S SERVICES

The CONTRACTOR shall perform the technical and professional services as set forth below.

II. SCOPE OF SERVICE

The CONTRACTOR shall perform and carry out in a professional manner all services set forth in this contract including but not limited to, those set forth in Appendix A. The CONTRACTOR shall be and is an independent contractor.

III. COMPONENT PARTS OF THIS CONTRACT

This contract consists of component parts including those set forth in Appendix A:

Part 1: Notice to Proceed
Part 2: Successor's Obligations
Part 3: Insurance Requirements
Part 4: Laws and Regulations
Part 5: Taxes, Licenses and Permits
Part 6: Wages of Employees
Part 7: Specifications
IV. PERSONNEL

A. The CONTRACTOR shall employ, solely at its own expense, all personnel required to perform the services required by this contract. No person employed by the CONTRACTOR shall, at any time, ever be an employee nor construed to be an employee of the CITY.

B. All of the CONTRACTOR’S personnel engaged in the work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Sufficient technical supervision and administrative personnel shall be furnished to ensure the proper performance of this contract, as determined, from time to time, by the CITY.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the CITY.

V. PROJECT MANAGER

A. Assignment of Project Manager

The CONTRACTOR shall assign the following individual to manage and conduct the project described in this contract:

Project Manager: ______________________________

B. Changes in Project Manager

The CITY has the right to approve or disapprove any proposed change from the individual named in Section V. A.

VI. DATA TO BE FURNISHED

Secondary sources of information, data, reports, audits, records and maps as owned by the CITY and necessary for carrying out the work as outlined in Appendix A hereof shall be furnished to the CONTRACTOR without charge by the CITY.

VII. PERFORMANCE

This contract covers charges incurred by the CONTRACTOR in furtherance of its duties set forth herein, beginning on ______________________. All work shall be undertaken and completed in such sequence as to fulfill the purpose of this contract. The CONTRACTOR shall complete all activities associated with this contract by ______________________.
SAMPLE CONTRACT

VIII. COMPENSATION

The following schedule of charges shall be the basis for payments, as determined in Contract Appendix A, Part 7, Subpart 5 of this agreement, for services performed under this contract.

A. The CONTRACTOR shall credit the CITY for any scrap metal based on the price formula for mixed scrap metals proposed by the CONTRACTOR and accepted by the CITY.

B. The CONTRACTOR shall be paid by the CITY at a rate of not more than $________.____ per unit for refrigerated appliances.

IX. METHOD OF PAYMENT

The CITY shall pay the CONTRACTOR for services rendered on the basis of the schedule of charges set forth in this contract, which fee shall constitute full and complete payment for the CONTRACTOR’S services rendered under this contract. Such sums may be paid in accordance with monthly billings prepared by the CONTRACTOR and approved by the CITY.

The CITY may cause payments to be made in accordance with CONTRACTOR’S invoices, if such invoices are approved by the CITY, no later than 30 days after approval of the invoice. The CITY shall determine whether or not it approves a particular invoice within 15 days after receipt of the invoice. If the CONTRACTOR modifies the invoice, the CITY shall determine whether or not to approve such invoice as modified within 10 days after receipt of the modified invoice from the CONTRACTOR.

X. RECORDS AND AUDITS

The CONTRACTOR shall, at all times, maintain complete and accurate records with respect to allowable costs incurred and manpower expended under this contract. All such records shall be maintained on generally accepted accounting principles and shall be clearly identified and readily accessible. The CONTRACTOR shall provide free access to the representatives of the CITY, or any of its duly authorized representatives, at all reasonable times to such data and records. The CONTRACTOR shall allow inspection and auditing of all data and records of the CONTRACTOR relating to his performance under the contract, the making of copies of and transcripts therefrom as necessary or desirable to permit inspection of all work data, documents, proceedings, and activities related to this contract for a period of not less than seven years from the date of the actual final payment under this contract or when all other related matters are fully and finally resolved, whichever occurs later.
XI. TERMINATION OF THE CONTRACT
The CITY reserves the right to terminate this contract at any time, without cause, by giving the CONTRACTOR written notice of such termination. Such termination shall be effective on the date of the notice issuance. In the event of such termination, the CITY shall pay to the CONTRACTOR only for services rendered up to the date of termination based upon fees described herein. All completed or partially completed drawings, records, computations, and other material the CONTRACTOR has collected under this contract are and forever shall be the exclusive property of the CITY.

XII. CONFLICT OF INTEREST
The CONTRACTOR hereby covenants and warrants that he has, and shall have, at the time of execution of this contract, and at all future times, no interest, direct and indirect, and that he shall not acquire any interest in the future, direct, and indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this contract. The CONTRACTOR further covenants that in the performance of this work the CONTRACTOR shall employ no person having any such interest.

XIII. ASSIGNABILITY
The CONTRACTOR shall not assign, convey, transfer or in any manner alienate any part, portion or whole or any interest in this contract in the same without the prior written approval of the CITY.

XIV. CONTRACT CHANGES
The parties hereto may, from time to time, require changes in the scope or kind of services and the time of performance forth herein. Such changes, including any increase or decrease in the amount of payment to the CONTRACTOR, which are mutually agreed upon by and between the parties hereto, shall be incorporated as written amendments to this contract signed by both parties. Any claim by the CONTRACTOR for any purpose or amount under this contract shall be filed with the City not later than 15 days from the date of receipt by the CONTRACTOR of the notification of change. Adjustment under this clause must be asserted within 15 days from the date of receipt by the CONTRACTOR of the notification of change. However, the CITY may receive and act upon any claim filed at any time prior to final payment under this contract.

XV. INDEMNIFICATION
The CONTRACTOR shall, at all times, indemnify, save and keep harmless the CITY and each of the CITY’S elected and appointed officials, officers, agents and employees of and from all liabilities, liens, judgments, costs, damages and expenses of whatsoever kind which may in any way be suffered by the CITY or by any of its officials, officers,
agents, and/or employees, and/or which may accrue against or be charged to or recovered from the CITY, or its said officials, officers, agents or employees by reason of or in consequence of the CONTRACTOR'S performance of services under this contract.

XVI. INSURANCE

The CONTRACTOR shall, at all times, maintain insurance in amounts specified in Contract Appendix A, Part 3 to protect the CONTRACTOR from claims under worker's compensation acts; claims due to bodily or personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the CONTRACTOR is responsible. The CITY shall at all times be named as the certificate holder and shall be notified within five days of any lapse or cancellation or discontinuation of any and all such insurance.

XVII. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), and specifically agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. 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 forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the city setting forth the provisions of this non-discrimination clause.

B. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
XVIII. INTEREST OF PUBLIC OFFICIALS

A. Interest of Members of the City

No member of the governing body of the CITY and no other official officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract; and the CONTRACTOR shall take appropriate steps to assure compliance.

B. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONTRACTOR shall take appropriate steps to assure compliance.

XIX. BEST EFFORTS

The CONTRACTOR shall apply its best efforts and professional judgment in performing the scope of services as defined in Contract Appendix A.

XX. DISPUTE RESOLUTION

Any disputes related to this contract that are not resolved by mutual agreement of the parties shall be resolved in court of competent jurisdiction in Rock County in the State of Wisconsin. Either party may sue the other for declaratory judgment, damages, specific performance, injunctive relief or any other legal or equitable relief as may be provided by law. The performance of this contract and the resolution of all disputes connected therewith shall be governed by the laws and regulations of the State of Wisconsin. Any and all conflicts, ambiguities and disagreements shall be resolved by all persons, at all times for all purposes in the manner, interpretation and application most favorable to the City of Janesville.

XXI. RESPONSIBILITIES OF THE CITY

At its own expense, the CITY shall have the following responsibilities regarding the administration of the contract by the CONTRACTOR:

A. Project Coordinator

The CITY shall name in writing a Project Officer to act as the CITY’S representative with respect to the work performed under this contract.
SAMPLE CONTRACT

B. Prompt Response

To prevent an unreasonable delay in the CONTRACTOR’S work, the CITY shall examine and approve or disapprove all reports and other documents within a reasonable time period, unless otherwise specified herein.

XXII. COMPLETENESS OF THE CONTRACT

This document and its appendixes and schedules contain all terms and conditions of this contract. Any modification shall be void and of no force or effect unless agreed to in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this contract on this ________ day of ______________________, 2016.

CONTRACTOR    CITY OF JANESVILLE

By:_____________________________ By:________________________________

TITLE:__________________________ TITLE:  ___________________________________
APPENDIX A

PART 1: NOTICE TO PROCEED

TO: _______________   DATE: __________________________

_______________ PROJECT: Scrap metal and refrigerated appliance collecting, transporting, processing, and marketing.

You are hereby notified to commence hauling of scrap metal and/or refrigerated appliances from the City of Janesville Sanitary landfill starting on ______________________, 2017, in accordance with the Agreement dated ______________________, 2016 and to continue operation for a period of _______________________.

City of Janesville

By _______________________________
Title _______________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

___________________________________________
Name

___________________________________________
Title

This the _____________ day of ____________________________, 2016.
APPENDIX A

PART 2: SUCCESSOR’S OBLIGATIONS

All successors shall be subject to each and every of the terms and conditions set forth in this CONTRACT.

PART 3: INSURANCE REQUIREMENTS

The CONTRACTOR shall, at all times, provide and have in full force and effect, the following public liability insurance:

1. Bodily injury in the amounts of $1,000,000 for each person and $1,000,000 for each occurrence. Completed operations and product liability aggregate limit of $1,000,000 during the term of insurance. For coverage of bodily injuries or death suffered or alleged to have suffered by any person or persons by reason of or in the course of operations under this contract, whether occurring by reason of the acts or missions of the CONTRACTOR or any subcontractor or both. The CONTRACTOR shall maintain insurance by the CITY until final acceptance of the work shall maintain insurance by the CITY.

2. Property damage in the amount of $1,000,000 for each occurrence and $1,000,000 in the aggregate during the term of insurance. For coverage of damages to property suffered or alleged to have suffered by any person or persons by reason of or in the course of operations under this contract, whether occurring by reason of acts or omissions of the CONTRACTOR or any subcontractor or both. Insurance coverage shall be maintained for the duration of this contract.

3. The City shall be named as an additional certificate holder and shall be notified of any change, cancellation or lapse to any insurance under this contract.

PART 4: LAWS AND REGULATIONS

The CITY requires that:

1. The CONTRACTOR shall, at all times, observe and comply with all Federal, State and Local ordinances, laws and regulations.

2. The CONTRACTOR shall comply with all laws pertaining to sanitation, pollution, and the work performed by the CONTRACTOR, the regulations of the Wisconsin Department of Natural Resources entitled "Solid Waste Disposal Standards", the requirements of the Occupational Health and Safety Act, and related regulations.

3. Any amendment to existing regulatory laws and ordinances and enactment of new laws and ordinances shall not serve as justification for the CONTRACTOR to terminate any of its obligations hereunder.
PART 5: TAXES, LICENSES AND PERMITS

The CONTRACTOR shall be solely responsible for and shall timely and fully pay for any and all sales, use, excise, income and other taxes that are lawfully levied against and passed by the CITY or CONTRACTOR in connection with the CONTRACTOR’S facilities and services under this contract.

PART 6: WAGES OF EMPLOYEES

The CONTRACTOR shall adhere to all State and Federal regulations regarding wages of employees.

PART 7: SPECIFICATIONS

THE CONTRACTOR shall adhere to the following specifications:

1. LOCATION AND SCOPE OF WORK

   A. LOCATION

   Location of work shall be at the City of Janesville landfill at 525 Black Bridge Road, Janesville, WI.

   B. SCOPE OF WORK

   The work consists of collecting, transporting, and processing of scrap metal and refrigerated appliances from the City’s Sanitary landfill.

   The CONTRACTOR shall be responsible for furnishing all equipment, labor and any and all other costs arising from or pertaining to its obligations under their contract.

2. WORK BY OTHERS

   The CITY shall provide the following material and personnel:

   A. A separate collection area for landfill customers to drop off scrap metal and refrigerated appliances.

   B. The CITY’S **Solid Waste Manager** shall administer the contract to facilitate compliance by the CONTRACTOR.
C. Personnel and equipment to perform all CITY recording and weighing services.

3. **CONTRACTOR'S EQUIPMENT**

The CONTRACTOR shall at all times be responsible for his/her equipment. The CITY shall not have any responsibility or liability for missing or damaged equipment.

4. **SAFETY AND HEALTH STANDARDS AND ACCIDENT PREVENTION**

The CONTRACTOR shall comply with all safety standards imposed by the United States Department of Labor (Occupational Safety and Health Administration) the State of Wisconsin, and the City of Janesville applicable to the conduct of its work. The CONTRACTOR shall be solely and completely responsible and liable for working conditions on or near the job site, including the safety of all persons and property pertaining to performance of its services. These requirements shall apply at all times and shall not be limited to normal working hours.

The CONTRACTOR shall maintain at a well-known place at the job site all articles necessary for giving first-aid to the injured and, before employees shall be permitted to work at the job site, the CONTRACTOR shall make standing arrangements for the immediate removal to a hospital or to a doctor's care of persons, including employees, who may be injured on the job site.

The duty of the CITY to review the CONTRACTOR's operational performance does not include review of the adequacy of the CONTRACTOR'S safety measures. Such review is a responsibility of the Wisconsin Department of Commerce (DOC).

5. **BASIS OF PAYMENT**

Payment by the CONTRACTOR to the CITY for collection of scrap metals shall be on the basis of pounds hauled by the CONTRACTOR from the CITY'S landfill and the revenue formula proposed by the CONTRACTOR and accepted by the CITY. The pounds hauled by the CONTRACTOR shall be converted into tons. Payment by the CITY to the CONTRACTOR for the collection of refrigerated appliances shall be on a “per unit” basis. The CONTRACTOR shall send the CITY an invoice or check payment for the services set forth in this contract. The invoice or payment must clearly indicate 1) for mixed scrap metal the number of tons collected, the revenue per ton, total revenue due the CITY and a copy of the source of the appropriate month's price index, and 2) for refrigerated appliances -
the number of units collected, the cost per unit, and the total cost to the CITY.

6. CONTRACTOR'S OFFICE

During the performance of this contract, the CONTRACTOR shall maintain an office with a company representative authorized to receive instructions, other communications or articles. The CONTRACTOR'S office hours at a minimum shall coincide with the CITY'S landfill operating hours.

7. CONTRACT TERM/RENEWAL

The term of this contract shall be 3 years. The contract period may be extended or renewed for subsequent and multiple one-year periods upon the written agreement of both parties.

8. PROPERTY DAMAGE/REPAIR

The CONTRACTOR shall be solely responsible for the repair and replacement of and all property damaged by the CONTRACTOR or by any subcontractor in the performance of its work. This includes, but is not limited to, damage to structures, signs, fencing, monitoring wells, gas vents, etc.

9. ACCEPTABLE MATERIALS

The CONTRACTOR shall accept any of the following collected by the CITY: 1) mixed metal items (i.e., steel, aluminum, ferrous, nonferrous, and lead), 2) major appliances such as clothes dryers, clothes washers, dishwashers, microwave ovens, ovens, and stoves, and/or 3) refrigerated appliances such as refrigerators, freezers, dehumidifiers, and air conditioners.

10. UNACCEPTABLE MATERIALS

The CITY recognizes that unacceptable materials can be a major area of concern for the CONTRACTOR. The CITY shall be provided with a list of materials that the CONTRACTOR will not accept. The CITY’S landfill personnel will inspect incoming waste loads, direct customers to the appropriate drop-off containers, and monitor the contents of the containers in order to control the deposit of unacceptable materials in the CONTRACTOR’S containers.

However, the CITY is unable to guarantee the CONTRACTOR that unacceptable items will not be found in the containers. Instances in which unacceptable materials, as specified by the CONTRACTOR, are found in the containers will be handled on a case-by-case basis.
APPENDIX A

A list of unacceptable materials and any potential costs or consequences to the CITY if unacceptable materials are found in loads should be noted by the CONTRACTOR in Appendix B.

11. SERVICING BY CONTRACTOR

The CITY shall provide a suitable drop-off area at the Sanitary Landfill for the operation of the scrap metal and refrigerated appliance programs. The CONTRACTOR agrees to supply a minimum of two roll-off containers to be placed in the drop-off area at the Sanitary Landfill.

The CITY will contact the CONTRACTOR when the metal and appliance containers are full and ready for collection. Service may be requested by telephone call from the CITY to the CONTRACTOR’S office.

The CONTRACTOR shall ensure service within 24 hours of a request from the Sanitary Landfill staff to exchange the full containers with empty containers. Saturdays, Sundays and the following holidays shall not be included in counting response hours: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; and Christmas Day.

The CONTRACTOR will be responsible for cleaning up, at his or her own expense, any material that spills outside the containers because of insufficient response time after a request for service by the CITY.