

NOTICE TO CONTRACTORS

Sealed quotes will be received by the HHW Coordinator at the General Services facility, 412 East Ash, Salina, Kansas, until 10:00 a.m., CST, TUESDAY, NOVEMBER 22, 2016 for E-WASTE RECYCLING EVENT.

The specifications and other contract documents are the property of the City of Salina, Kansas, and are available for public inspection at the office of General Services located at, 412 East Ash. Please contact the HHW Coordinator at 785-826-6638 with any questions in regard to the project.

The cover letter, draft agreement and quote form .pdf is attached.

The City of Salina, Kansas, reserves the right to reject any or all quotes and to waive any irregularities therein.

CITY OF SALINA

Shandi Wicks, City Clerk

DEPARTMENT OF PUBLIC WORKS
Jim Kowach, P.E., Director of Public Works
Daniel Stack, P.E., City Engineer
Jim Teutsch, Operations Manager

300 West Ash · P.O. Box 736
Salina, Kansas 67402-0736



TELEPHONE · (785) 309-5725
FAX · (785) 309-5713
TDD · (785) 309-5747
E-MAIL: jim.kowach@salina.org
dan.stack@salina.org
jim.teutsch@salina.org
WEBSITE · www.salina-ks.gov

October 26, 2016

The City of Salina is requesting quotes for **Electronic Waste Collection and Recycling**, a one day public event to be held Saturday May 6, 2017 at the East Crawford Recreation Area runway on Markley Road, Salina, KS 67401. A draft agreement has been included for your reference. Exhibit A indentifies the responsibilities of the parties.

Quotes will be accepted on or before **Tuesday, November 22, 2016 at 10:00 a.m. CST**. The person signing the quote must initial any corrections or erasures to the form. Quotes must be submitted in a sealed envelope and labeled **Electronic Waste Collection and Recycling**. Faxed quotes will not be accepted. Quotes received after the specified time will be returned unopened. The City reserves the right to refuse any and all quotes, to waive any and all informalities and to disregard all nonconforming, non-responsive or conditional quotes. Sealed quotes may be dropped off or mailed to:

City of Salina, General Services
Attn: Chris Slubowski
412 E. Ash St.
Salina, KS 67401

Should you have any questions or need more information, please contact Chris Slubowski, HHW Coordinator at (785) 826-6638 or chris.slubowski@salina.org.

Enclosures: Draft Agreement for Electronic Waste Collection and Recycling
Historical Data
Quote Sheet

Quote Sheet

Project Name: Electronic Waste Collection and Recycling

1. Proposal to Enter into Contract. Vendor proposes and agrees, if this Quote is accepted, to enter into a Contract with the City to perform all Work as specified or indicated in the proposed Contract Documents for the prices and within the times indicated in this Quote and in accordance with the other terms and conditions of the proposed Contract Documents.

2. Vendor's Acknowledgments. Vendor accepts all of the terms and conditions of the contract. This Quote will remain subject to acceptance for 60 days after the Quote submittal deadline, or for such longer period of time that Vendor may agree to in writing upon request by the City. Vendor will sign and deliver the required number of counterparts of the Contract and other required documents, within 10 days after the date of the City's notification of award.

3. Vendor's Representations. In submitting this Quote, Vendor represents that:

a. Vendor has carefully reviewed the proposed Contract Documents and the following addenda, receipt of which is hereby acknowledged:

1. _____

2. _____

3. _____

Vendor understands and agrees that in signing this Quote, Vendor waives all right to plead any misunderstanding regarding the Contract Documents or the above-referenced addenda.

b. Vendor has given HHW Coordinator written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in the proposed Contract Documents, and the HHW Coordinator written explanation is acceptable to Vendor.



Quote Specifications

Electronic Waste Collection and Recycling	Mandatory/Preferred Option			Compliance	
	Mandatory	Preferred	N/A	Yes	No
Contractor Responsibilities:					
Organize, hold and facilitate a one day recycling event.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Guarantee availability for Saturday May 6, 2017 9 a.m. - 1 p.m.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide all-inclusive event pricing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide R2 or E-Steward certification documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acquire applicable permits and ensure compliance with all federal and state (KDHE) regulations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide all required equipment, supplies and tools necessary for completion of services. <ul style="list-style-type: none"> • Staged truck(s) or trailer(s) to store recyclable materials • Pallets • Boxes and Wraps • Forklift and/or hand truck(s) for loading materials • Vehicles, equipment, supplies and tools necessary for removing all recyclable materials from the premises immediately upon conclusion of the event. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide fully qualified, licensed drivers for truck(s) and/or forklift(s).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide sufficient personnel for at least two lines of simultaneous e-waste collection and an additional area for large drop-offs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide sufficient personnel to collect fees for two lines of simultaneous e-waste collection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ensure all personnel are courteous and prepared to answer questions regarding how the recyclable materials are handled following collection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide a list of acceptable material.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide a list of unacceptable material.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide a list of materials subject to an additional fee to participants and the fee amounts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Electronic Waste Collection and Recycling	Mandatory/Preferred Option			Compliance	
	Mandatory	Preferred	N/A	Yes	No
Clean and remove all materials and debris from the premises at the conclusion of the event.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide city with certificates of recycling and data destruction within 14 days of event.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide city with the following information within 14 days of the event: <ul style="list-style-type: none"> • Total weight collected • # of CRTs collected 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Information:

Comments: *May attach additional information, illustrations and documents separately as needed.*

A check mark response acknowledging compliance shall be provided in the appropriate blocks above for all entries. Any additions, deviations or variances from the above specifications shall be expressly identified and thoroughly explained. However, failure to provide this information or failure to meet minimum mandatory specification shall result in a quote not being considered. It will be the City's sole discretion to consider variances, but all quotes must meet all specifications. If the boxes are not properly checked or a vendor fails to meet precise specifications, that quote shall not be considered.

5. **Definitions.** Terms used in this Quote shall have the meanings assigned to them in the proposed Contract Documents.

6. **Business Designation.** Vendor represents that its business designation is as follows (check one):

Individual/Sole Proprietorship	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Kansas Corporation	<input type="checkbox"/>
Kansas Limited Liability Company	<input type="checkbox"/>
_____ Corporation*	<input type="checkbox"/>
_____ Limited Liability Company*	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>
<i>*Please indicate the state in which entity is organized</i>	

Name of Company: _____

Address: _____

E-mail Address: _____

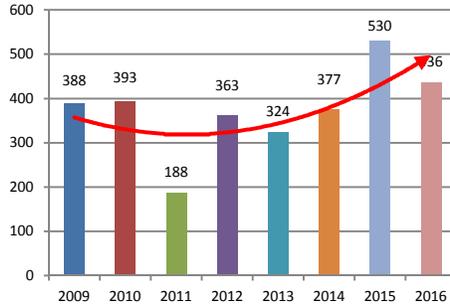
By: _____

Title: _____

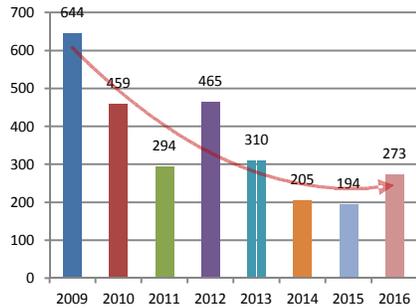
Date Submitted: _____

Historical Data

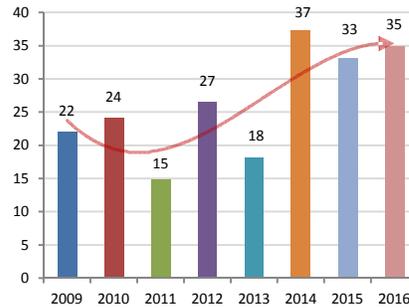
of E-Waste Customers



of CRTs Collected



E-Waste Collected (tons)



E-Waste Data	Vehicle Count		CRTs		Weight (Lbs.)		Weight (Tons)		
	Date	#	Avg	#	Avg	#	Avg	#	Avg
	9/19/2009	388	388	644	644	44,000	44,000	22	22
	5/1/2010	393	391	459	552	48,336	46,168	24	23
	6/4/2011	188	323	294	466	29,790	40,709	15	20
	5/5/2012	363	333	465	466	53,140	43,817	27	22
	5/4/2013	324	331	310	434	36,400	42,333	18	21
	5/10/2014	377	407	205	396	74,589	47,709	37	24
	5/2/2015	530	366	194	367	66,108	50,338	33	25
	5/7/2016	436	375	273	356	69,347	52,714	35	26
Total		2,563	375	2,844	356	421,710	52,714	211	26

**AGREEMENT BETWEEN THE CITY OF SALINA, KANSAS
and**

**for
E-WASTE RECYCLING EVENT**

This Agreement is entered into _____, 2017 by and between the City of Salina, Kansas, (the “City”) and _____, a _____ (the “Contractor”).

Recitals

A. The City desires to contract for electronic waste recycling services for the purpose of a community-wide recycling event in compliance with federal, state, and local regulations.

B. The Contractor has the requisite qualifications and experience to perform the services needed by the City and desires to perform those services pursuant to the terms of this Agreement.

The parties, in consideration of the mutual promises set forth in this Agreement, agree and covenant:

1. Definitions. Capitalized words used in this Agreement shall have the following meanings:

“**Agreement**” means this Agreement for E-Waste Recycling Event, as amended and supplemented from time to time.

“**City**” means the City of Salina, Kansas.

“**Contractor**” means _____ and its successors.

2. Exhibits. The following Exhibits are attached to and made a part of this Agreement (Mark with “X” if applicable):

Exhibit A: Responsibilities of the Parties

Exhibit B: Term; Schedule

Exhibit C: Basis of Payment

Exhibit D: Insurance Requirements

3. Responsibilities of the Parties. The parties agree to perform the responsibilities outlined in the attached and incorporated Exhibit A.

4. Term; Schedule. The Contractor agrees to perform its responsibilities during the term and according to the timeframe and schedule described in Exhibit B, subject to the potential for prior termination pursuant to the terms of this Agreement.

5. Payment. The City shall pay the Contractor for the performance of its responsibilities pursuant to this Agreement as set forth in Exhibit C.

6. Insurance Requirements.

6.1. Types and Amount of Coverage. The Contractor agrees to obtain insurance coverage as specified in Exhibit D, attached hereto, and shall not make any material modification or change from these specifications without the prior approval of the City. If the Contractor subcontracts any of its obligations under this Agreement, the Contractor shall require each such subcontractor to obtain insurance coverage as specified in Exhibit D. Failure of the Contractor or its subcontractors to comply with these requirements shall not be construed as a waiver of these requirements or provisions and shall not relieve the Contractor of liability.

6.2. **Rating.** All insurance policies shall be issued by insurance companies rated no less than A- VII in the most recent “Bests” insurance guide, and admitted in the State of Kansas. Except as otherwise specified in Exhibit D, all such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

6.3. **Certificate of Insurance.** The parties acknowledge that the Contractor has provided the City with a certificate of insurance listing the City as the Certificate Holder and evidencing compliance with the insurance requirements in this Agreement. The City reserves the right to require complete certified copies of all insurance policies procured by the Contractor pursuant to this Agreement, including any and all endorsements affecting the coverage required hereunder.

7. **Injury to Persons or Damage to Property.** The Contractor acknowledges responsibility for any injury to person(s) or damage to property caused by its employees or agents in the performance of its duties under this Agreement and shall immediately notify the City’s Risk Management Department at (785) 309-5705 in the event of such injury to person(s) or damage to property.

8. **Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees and court costs) attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, to the extent that such claims, damages, losses, and expenses relate to, arise out of, or are alleged to have resulted from the wrongful acts, negligent acts, errors, omissions, or defective work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Agreement.

9. **Voluntary Termination.** Either party may terminate this Agreement, with or without cause, upon thirty (30) days advance written notice to the other party. In the event of such termination, the Contractor shall be compensated for such services as have been satisfactorily performed through the date of termination, but no compensation shall be earned after the effective date of the termination. Within five (5) days of any such termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Contractor pursuant to this Agreement shall be delivered to the City. Notwithstanding the above, the Contractor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor may be determined.

10. **Default.** If either party fails to comply with any term of this Agreement within ten (10) days after written notice to comply has been mailed by the non-defaulting party to the defaulting party, such failure shall be deemed an immediate breach of this Agreement (“Event of Default”).

11. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting party shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

11.1 **Termination.** The non-defaulting party shall have the right to terminate this Agreement or terminate the defaulting party’s rights under this Agreement.

11.2 **Other Remedies.** The non-defaulting party may pursue any available remedy at law or in equity (including specific performance) by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations set forth in this Agreement, to enforce or preserve any other rights or interests of the non-defaulting party under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the non-defaulting party resulting from such Event of Default.

12. **Non-Assignable.** Due to the unique qualifications and capabilities of the Contractor, neither the rights nor responsibilities provided for under this Agreement shall be assignable by either party, either in whole or in part.

13. **Notices.** All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, commercial courier or overnight air courier service. Notice shall be considered given when received on the date appearing on the return receipt, but if the receipt is not returned within five (5) days, then three (3) days after mailed, if sent by registered or certified

mail or commercial courier service; or the next business day, if sent by overnight air courier service. Notices shall be addressed as appears below for each party, provided that if any party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

CITY: Household Hazardous Waste
Attn: Chris Slubowski
412 E. Ash St.
Salina, KS 67401

CONTRACTOR: _____

14. Retention and Inspection of Records. The Contractor shall maintain complete, accurate, and clearly identifiable records with respect to all costs and expenses incurred under this Agreement. The records shall be maintained during the term of this Agreement, and for a period of three (3) years from the date of final payment under this Agreement (the "Retention Period"); provided, however, that if any litigation, claim or audit is commenced prior to the expiration of the Retention Period, then the Retention Period shall be extended until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal. During the Retention Period, the Contractor shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to, or arising under, this Agreement. The City agrees to responsibly utilize all information obtained pursuant to this paragraph for the purposes of reviewing, confirming, and verifying the nature and amount of all costs and expenses incurred under this Agreement. The City agrees to take reasonable precautions not to disclose such information outside the scope of those stated purposes, subject to the Kansas open records act or other applicable law.

15. Non-appropriation. The City is subject to Kansas budget and cash basis laws, and operates on a calendar fiscal year. In the event that this Agreement involves financial obligations spanning multiple fiscal years for the City, it is subject to annual appropriation by the City's governing body for future fiscal years. If the City's governing body does not appropriate the funds necessary to fulfill the City's financial obligations pursuant to this Agreement, the City shall so notify the other parties to this Agreement and this Agreement shall be null and void for purposes of the fiscal year(s) affected by the decision of the governing body not to appropriate.

16. Relationship. It is expressly understood that Contractor in performing services under this Agreement, does so as an independent contractor. The City shall neither have nor exercise any control or direction over the methods by which Contractor performs its responsibilities as outlined in Exhibit A. The sole interest and responsibility of the City is to see that the services covered by this Agreement are performed and rendered in a competent, efficient, and satisfactory manner. Contractor shall be exclusively responsible for all taxes, withholding payments, employment-based benefits, deferred compensation plans, including but not limited to its workers compensation and social security obligations, and the filing of all necessary documents, forms, or returns pertinent to the foregoing.

17. Subcontracting. Contractor shall not subcontract any work or services under this Agreement without the City's prior written consent.

18. Compliance with Applicable Law.

Contractor shall comply with all applicable federal, state, and local law in the performance of this Agreement.

19. Equal Opportunity.

- (a) In conformity with the Kansas act against discrimination and Chapter 13 of the Salina Code, the Contractor and its subcontractors, if any, agree that:
 - (1) The Contractor shall observe the provisions of the Kansas act against discrimination and Chapter 13 of the Salina Code and in doing so shall not discriminate against any person in the performance of work under this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability;

- (2) The Contractor shall include in all solicitations, or advertisements for employees, the phrase “equal opportunity employer,” or a similar phrase to be approved by the City’s human relations director;
 - (3) If the Contractor fails to comply with the manner in which the Contractor reports to the Kansas human rights commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
 - (4) If the Contractor is found guilty of a violation of Chapter 13 of the Salina Code or the Kansas act against discrimination under a decision or order of the Salina human relations commission or the Kansas human rights commission which has become final, the Contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
 - (5) The Contractor shall not discriminate against any employee or applicant for employment in the performance of this Agreement because of race, sex, religion, age, color, national origin, ancestry or disability; and
 - (6) The Contractor shall include similar provisions in any subcontract under this Agreement.
- (b) The provisions of this section shall not apply to this Agreement if the Contractor:
- (1) Employs fewer than four employees during the term of this Agreement; or
 - (2) Contracts with the City for cumulatively \$5,000 or less during the City’s calendar fiscal year.

20. Administration of Agreement. All references in this Agreement requiring the City’s participation or approval shall mean the participation or approval of the City Manager or his designee, unless otherwise provided herein.

21. Attorney Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

22. Right to Independent Legal Advice. The Contractor understands and acknowledges the right to have this Agreement reviewed by legal counsel of the Contractor’s choice.

23. Applicable Law; Venue. This Agreement and its validity, construction and performance shall be governed by the laws of Kansas. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be in the Saline County, Kansas District Court.

24. Interpretation. This Agreement shall be interpreted according to its fair meaning, and not in favor of or against any party.

25. Time. Time is of the essence of this Agreement. No extension will be granted unless in writing and signed by the parties. Should the end of a time period fall on a legal holiday that termination time shall extend to 5:00 p.m. of the next full business day.

26. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

27. Authority and Consent to Transaction. Each party represents to the other that the person executing this Agreement has full and legal authority to bind such party to the terms of this Agreement, and that the execution and delivery of this Agreement have been duly and validly authorized by the governing body of each party.

28. Persons Bound. This Agreement shall extend to and bind the heirs, executors, administrators, trustees, successors and authorized assigns of the parties hereto.

29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, or in multiple originals, and all such counterparts or originals shall for all purposes constitute one agreement.

30. **Amendments.** Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

31. **Waiver.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

32. **Conflict Resolution.** No interpretation of this Agreement shall be allowed to find the City has agreed to binding arbitration.

33. **No Third Party Beneficiaries.** Solely the parties to this Agreement shall have rights and may make claims under this Agreement. There are no intended third party beneficiaries under this Agreement, and no third parties shall have any rights or make any claims hereunder.

34. **Typewritten or Handwritten Provisions.** Typewritten or handwritten provisions inserted or attached, and initialed by all parties, shall supersede all conflicting printed provisions.

35. **Feminine-Masculine, Singular-Plural.** Wherever used, singular shall include the plural, plural the singular, and use of any gender shall include all genders.

36. **Headings.** The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

37. **Merger Clause.** These terms are intended by the parties as a complete, conclusive and final expression of all the conditions of their Agreement. No other promises, statements, warranties, agreements or understandings, oral or written, made before or at the signing thereof, shall be binding unless in writing and signed by all parties and attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

CITY OF SALINA, KANSAS

By: _____
Jason A. Gage, City Manager

Attest: _____
Shandi Wicks, CMC, City Clerk

Form: _____
Legal Counsel

By: _____

(name)

(title)

**EXHIBIT A
RESPONSIBILITIES OF THE PARTIES**

1. **Community Recycling Event.** The Contractor agrees to organize, hold and facilitate a one-day recycling event within the City of Salina, Kansas, for the purpose of collecting, removing, and recycling electronic waste from individuals in the community. The event shall be held at the East Crawford Recreation Area Runway on Markley Road, Salina, Kansas.

2. **Materials.** During the event, the Contractor shall accept recyclable materials including but not limited to: _____. However, the Contractor will not accept _____.

3. **Collection Fees.** The Contractor shall be entitled to collect the following fees from individuals dropping off recyclable electronics and shall provide sufficient personnel to collect such fees:
 -
 -
 -
 -
 -

4. **City's Responsibilities.** The City shall provide the location, event advertising, restroom facilities, and traffic control. In addition, if the City wishes to operate a survey station on the premises to obtain information from individuals visiting the site, the City shall be responsible for providing any necessary personnel and survey materials.

Electronic Waste Collection and Recycling	Mandatory/Preferred Option			Compliance	
	Mandatory	Preferred	N/A	Yes	No
Contractor Responsibilities:					
Organize, hold and facilitate a one day recycling event.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Guarantee availability for Saturday May 6, 2017 9 a.m. - 1 p.m.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide all-inclusive event pricing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide R2 or E-Steward certification documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acquire applicable permits and ensure compliance with all federal and state (KDHE) regulations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide all required equipment, supplies and tools necessary for completion of services. <ul style="list-style-type: none"> Staged truck(s) or trailer(s) to store recyclable materials Pallets Boxes and Wraps Forklift and/or hand truck(s) for loading materials Vehicles, equipment, supplies and tools necessary for removing all recyclable materials from the premises immediately upon conclusion of the event. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide fully qualified, licensed drivers for truck(s) and/or forklift(s).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide sufficient personnel for at least two lines of simultaneous e-waste collection and an additional area for large drop-offs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide sufficient personnel to collect fees for two lines of simultaneous e-waste collection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ensure all personnel are courteous and prepared to answer questions regarding how the recyclable materials are handled following collection.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide a list of acceptable material.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide a list of unacceptable material.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide a list of materials subject to an additional fee to participants and the fee amounts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clean and remove all materials and debris from the premises at the conclusion of the event.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide city with certificates of recycling and data destruction within 14 days of event.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide city with the following information within 14 days of the event: <ul style="list-style-type: none"> Total weight collected # of CRTs collected 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT B
TERM; SCHEDULE

1. **Term.** The term of this Agreement shall commence upon execution of this Agreement by both parties, and shall remain in effect until completion of the services described in Exhibit A.
2. **Schedule.** The Contractor shall provide the recycling event services from 9:00 a.m. to 1:00 p.m., on May 6, 2017. The Contractor will arrive before 8:00 a.m. to set up for the event.

DRAFT

EXHIBIT C
BASIS OF PAYMENT

1. **Compensation.** The City agrees to compensate the Contractor on a lump sum basis, in the amount of _____, with a single lump sum payment upon the satisfactory completion of all the Contractor's responsibilities set forth in Exhibit A. All of the Contractor's costs and expenses, including employee salaries, overhead, other direct costs subcontract expenses, and profit are included in the lump sum amount, and the City shall not be obligated to reimburse the Contractor for costs or expenses in excess of the total lump sum amount.
2. **Invoices.** Upon completion of all the Contractor's responsibilities set forth in Exhibit A, the Contractor shall invoice the City for the entire lump sum amount.
3. **Payment.** The Contractor's invoice will be due and payable within 30 days of receipt by the City.

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EXHIBIT D
INSURANCE REQUIREMENTS

Pursuant to Section 6 of the Agreement, the Contractor shall obtain, pay for, and maintain – and shall require each of its authorized subcontractors to obtain and maintain – for the duration of the Agreement, policies of insurance meeting the following requirements:

1. General Requirements.

A. Additional Insured. With the exception of the workers’ compensation and professional liability policies to be obtained by the Contractor hereunder, all policies shall name the City of Salina (“City”), its agents, representatives, officers, officials, and employees as additional insured(s). Insurance for the additional insured shall extend to Products/Completed Operations and be as broad as the insurance for the named insured, including defense expense coverage, and, with respect to the commercial general liability policy required hereunder, shall be endorsed to apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured(s).

B. Waiver of Subrogation. Where allowed by law, all policies will include a waiver of subrogation in favor of the City, its agents, representatives, officers, officials, and employees.

C. Claims Made Policies. If coverage is written on a claims-made basis for any of the policies required by this Agreement, the Contractor must maintain the coverage for a minimum of two (2) years from the date of final completion of all work under the Agreement.

D. Premium and Deductible Expenses. The Contractor shall be responsible for all premiums and retention or deductible expense for any and all policies required by this Agreement.

2. Specific Coverage Requirements.

A. Commercial General Liability (“CGL”). The Contractor shall maintain CGL coverage written on ISO Occurrence form CG00 01 or an industry equivalent, which shall cover liability arising from Personal Injury, Bodily Injury, Property Damage, Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors and Advertising Injury. The policy limits shall not be less than the following:

- Each occurrence \$1,000,000
- General aggregate \$2,000,000
- Personal and Advertising Liability \$1,000,000

The policy shall contain an endorsement that modifies the general aggregate to apply separately to each project. The Contractor shall maintain the Products and Completed Operations liability coverage for a period of at least two (2) years after completion of all work under the Contract.

