CONTRACTING FOR COLLECTION SERVICES

CONTRACT PROVISIONS

I. Scope of Services
1. Exclusive service or portion of service area
2. Number and types of households/businesses serviced
3. Collection Methods
4. Recyclable items included and procedures to add additional materials
5. Special Collections (Appliances, tires, overflow trash, etc.)
6. Collection frequency and day
7. Bin:
   -- ownership
   -- distribution
   -- replacement
8. Equipment specifications, compatibility and processing
9. Necessary personnel
10. Reporting – in accordance with DNR "Effective Program Criteria" NR 544
11. Public education (type and frequency)
12. Handling complaints
13. Conditions for leaving materials
14. Handling residuals
15. Quality Control of recyclables
16. Title to material
17. Disposal site
   a. refuse
   b. recyclables: processing and marketing
18. Program expansion

II. Risk Allocation
1. Measuring performance – criteria and penalties for collection, processing and marketing
2. Define "breach of contract”
   a. Conditions for early termination
   b. Who is responsible for problems
   c. Methods of risk protection
      - insurance
      - hold harmless clause
      - bonding
      - lien waivers

III. Warranties
1. Expressed or implied: guarantee an “effective recycling program”

IV. Contract Duration
1. Length of contract
2. Provisions for extension

V. Payment Rate and Adjustment
1. Fixed price: e.g. $/household/month
2. Unit price: variable depending upon amount of material ($/ton)
3. Price adjustment clause (Consumer Price Index, Fuel surcharge, etc.)
4. Free or included services
VI. Dispute Resolution
1. Mediation
2. Arbitration
3. Litigation

VII. Other Issues
1. Subcontracting

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