

AWARD
Scrap Metal Pick Up/Disposal for Recycling
For the Term November 1, 2012 Through October 31, 2015

SPECIAL CONDITIONS

68. Purpose

The purpose of this contract is to make scrap metal recycling convenient for City departments by providing reliable pick-up service and to generate revenues from its sale.

69. Pre-Bid Conference

A Pre-bid Conference will be held as follows:

Location: City Hall Room 421
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Date and Time: Tuesday, August 7, 2012 at 9:00am

Though not mandatory, attendance at the conference is strongly urged for all prospective bidders on this contract.

It is requested that bidder's questions concerning this Contract Proposal be submitted by mail or email at least 72 hours prior to the date and time of the Pre-bid Conference and directed to:

Deirdre Darley, Purchaser
City and County of San Francisco
Office of Contract Administration-Purchasing Division
City Hall, Room 430
1 Dr. Goodlett Place
San Francisco, CA 94102-4685
E-mail: Deirdre.Darley@sfgov.org

Please reference Contract Proposal No. 76615.

The Pre-bid Conference will begin at the time specified, and company representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. Failure to attend the Pre-bid Conference shall not excuse the successful bidder from any obligations of the contract. Written Change Notice will execute any change or addition to the requirements contained in this Contract Proposal, as a result of the Pre-bid Conference. It is the responsibility of the bidder to check for any change notice, which will be posted on the City's [Bid and Contracts](#) website:

<http://mission.sfgov.org/OCABidPublication>

70. Specifications

A. Contractor shall furnish and deliver in good working condition metal containers for the accumulation of scrap metal to various City facilities in any of the following sizes: debris

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boxes; 22'L x 8'W x 8'H, 18'L x 8'W x 6'H, and 14'L x 8'W x 5'H, and drop boxes; 6'L x 4'W x 4'H, and 4'L x 4'W x 4'H. Containers shall be clearly marked with the Contractor's company name, telephone number, and For Scrap Metal Recycling Only.

See Appendix A – Pick-up Summary Form – Submitted Monthly per Special Condition 79D.

- B. Contractor shall remove or exchange filled scrap metal containers within two (2) working days of notification or as scheduled by mutual agreement.
- C. Contractor shall deliver and remove containers Monday through Friday, between 7:00 a.m. and 4:00 p.m., depending on the hours of operation for the City Department Facility. The Facility Coordinator may require the Contractor to provide occasional as-needed services during weekends and off hours at no additional cost.
- D. Contractor and Contractor's employees may not operate any vehicles or equipment owned, leased or rented by the City.
- E. Contractor shall not remove any scrap metal from City facilities without prior approval.
- F. Each City department facility shall designate a Facility Coordinator responsible for coordinating with the Contractor.
- G. At most Municipal Railway maintenance facilities there is insufficient space to place scrap metal containers of substantial sizes for any length of time. At these locations, scrap metal is accumulated in small hoppers and other metal containers. As these containers become full, the Contractor will be contacted to pick up the scrap. Contractor shall drop off a scrap metal container to the designated location, wait while Muni staff loads the scrap into the container, and remove the container when finished. Allowable Wait Charge (See Special Condition 70 "Specifications" Section H) may not be applied to these removals. In order to achieve economies, Contractor may elect to coordinate removal with several Municipal Railway maintenance facilities for the same day. Each Facility Coordinator at each location shall complete a separate Scrap Metal Pick-Up Form. Contractor shall weigh and make payment as one transaction identifying the multiple locations by attaching the completed forms to the one weight certificate. Under no circumstances shall Contractor combine such loads from different departments, and only from facilities within the same department.
- H. Contractor's driver shall allow 60 minutes waiting time upon arrival at the scheduled time to pick up or remove the scrap metal container. If contractor is unable to deliver or remove container due to City error after 60 minutes of waiting time, contractor may charge the City a maximum penalty of \$80.00 per occurrence, executed by itemized deduction from payment for the month in which the missed pick up occurred. Contractor's driver's arrival time and inability to pick up or remove container must be documented on Scrap Metal Pick-Up Form and acknowledged by signature by the Facility Coordinator. That signed Scrap Metal Pick-Up Form must be included with Monthly

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Payment Summary.

- I. Contractor shall weigh scrap metal removed; gross weight less tare weight of container on a scale/weight station certified by the State of California at their own expense. A weight ticket from said weight station must verify each load of scrap metal removed. Contractor shall provide, electronically or by fax, the weight ticket(s) for each load removed to the appropriate Facility Coordinator within 48 hours of removal. The exception being the brass water meter parts (Item 3, Brass, Red, Solids, Cocks and Faucets, San Francisco Prices) that are weighed in-house at the Water Department – Meter Shop on certificated scales. Contractor shall accept such weights as true and payable.
- J. Facility Coordinators shall notify the Contractor of any and all discrepancies within two working days of the incident. If the Facility Coordinator and the Contractor are unable to reach a resolution, the Facility Coordinator shall notify the Purchaser who will investigate and take appropriate action on all claims, complaints, and discrepancies associated with this contract.
- K. Upon award of contract, Contractor shall conduct initial site visits with each Facility Coordinator to assess operational requirements and to make recommendations to improve scrap metal recycling within each City Department Facility.
- L. Contractor shall furnish payment by the 15th calendar day of the month, for all scrap metal removed from the previous month.
- M. Contractor shall maintain facilities and equipment used to transport and process scrap metal in a safe operating condition, and keep current any and all permits and licenses governing the same by Federal, State and Local regulatory agencies.

71. Bidder's/Contractors Qualifications and Requirements

Minimum Qualifications

Any bid that does not demonstrate that the bidder meets these minimum requirements by the bid due date will be considered non-responsive and will not be eligible for award of the contract.

Item #	Requirement	Items to be Submitted with Bid
MQ1	Registered to do business in City and County of San Francisco	Photocopy of valid Business Registration Certificate issued by the Office of the Treasurer & Tax Collector
MQ2	Possession of Junk Dealer Permit	Photocopy of valid Junk Dealer Permit issued by San Francisco Chief of Police
MQ3	Proof of driver(s) commercial vehicle driver's license	Photocopy of driver(s) current Class B or Class A license (appropriate to vehicles used on contract)
MQ4	Possession of California State certified weighing facility within the nine (9) counties of San Francisco Bay Area	Photocopies of California State Weigh Station Certification for each location

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Item #	Requirement	Items to be Submitted with Bid
MQ5	Possession of adequate equipment/vehicles to load and transport collected scrap metal	List of equipment/vehicles owned including year/make/model
MQ6	Employ full time sales/service representative(s) for customer service coverage in service areas	Name(s) and resume(s) of sales and service representative(s)
MQ7	Five (5) years minimum experience	Photocopy of company incorporation documents showing formation date
MQ8	Three (3) verifiable references provided	Document containing three (3) references including contact name, company name, phone number and email address. If possible, bidders should include a letter from each reference

- A. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which work is to be performed. The Purchaser will take into consideration, but not be limited to:
- (1) Bidder's experience
 - (2) Location
 - (3) Adequacy of facilities
 - (4) Sufficient personnel and equipment to properly perform all services called for under this contract.
- B. In order to receive consideration, bidder must have sufficient knowledge and experience in the services covered by the contract. Bidders must have a minimum of five years experience in providing services as stated under this contract. Bidder must submit with their bid a minimum of three references of customers requiring similar volume of services as provided in this contract.
- C. Contractor must be able to demonstrate to the Purchaser's satisfaction their capabilities, including evidence that they possess adequate facilities and financial resources to fully comply with the requirements of the contract, prior to award and at any time during the contract term or any extension thereof.
- D. City reserves the right to inspect Contractor's place of business/facility prior to award or at any time during the contract term or any extension thereof, to aid Purchaser in determining Contractor's capabilities and qualifications.
- E. Contractor must maintain normal business hours of at least 8:00 am to 5:00 pm, Monday through Friday throughout the term of the contract, and be open at all times during that period.
- F. Contractor shall be responsible for producing the usage reports required under General Condition 51 of this document. Failure to provide the required reports may result in application of the Contractor's Default clause of this Contract.

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- G. City reserves the right to reject any bid on which the information submitted by Bidder fails to satisfy City and/or Bidder is unable to supply the information and documentation within the period of time requested.
 - H. City reserves the right to terminate this contract if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation within the period requested.
 - I. Contractor shall be independent and, as such, the hiring, training, equipping, supervising, directing and discharging of their employees shall be the responsibility of the Contractor. The payment of Federal, State, and local taxes and overtime wages shall also be the responsibility of Contractor.
 - J. Contractor shall be responsible for the handling of all City and County furnished documents and property in a safe manner including loss or damage incurred during transport, handling or delivery.
72. **Delivery – NOT USED**
73. **Price**
- A. Prices (percentages) shall be firm for the duration of the contract.
 - B. Bid prices (percentages) shall include all costs chargeable to City. Contractor will assume all costs including personnel salaries and benefits, and any other expenses for the training of his/her employees. No charges to City are to be made for travel, operating permits and licensures, weight certificates, and time spent on facility site visits and/or resolving disputes.
 - C. Bid prices for Items 1 through 6 of the Bid Sheet shall be in the form of percentages, above or below, the published prices for the types of scrap metal listed in the American Metal Market newsletter (AMM) and covered by this contract. The bid prices shall be applied to the AMM prices to calculate monthly payments to City for scrap metal picked up. The AMM published prices for the first Monday of each month shall be the basis for computing payment for any and all scrap metal picked up by Contractor within that calendar month.
- Payment, in the form of Contractor's company check and made out to the City and County of San Francisco, shall be delivered to GSA-Accounting, City Hall, Room 362, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.
- For example: If the listed price for one of the bid items is \$1 per pound and a bidder bids 5% above, then the paid price would be \$1.05 per pound (one dollar plus 5% of one dollar). If a bidder bids 5% below, then the paid price would be \$0.95 per pound (one dollar minus 5% of one dollar). If a bidder bids 105% then the paid price would be \$2.05 per pound (one dollar plus 105% of one dollar).

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- D.** The bid prices shall be applied to the AMM prices to calculate monthly payments to City for scrap metal picked up. The scrap prices as listed in the AMM published for the first Monday of each month shall be the basis for computing payment for any and all scrap metal picked up by Contractor within that calendar month.

74. Bid Evaluation

Bid prices will be evaluated as follows:

- A. Bid prices from each bidder shall be applied to the AMM published price for June 8, 2012 (Appendix B) to establish the bid paid price for each type of scrap metal bid.
- B. The bid paid price shall be applied to the estimated quantities to determine projected annual revenue for each type of scrap metal. The estimated quantities for Items 1 through 6 of the Bid Sheet are the actual total quantities recycled from July 1, 2010 through June 30, 2011.
- C. Projected revenues for each type of scrap metal bid shall be summed to arrive at the projected gross total revenue for each bidder.
- D. The projected net total revenues for all bidders are then ranked from highest to lowest.
- E. Purchasing will attempt to evaluate this contract proposal package within thirty (30) days after receipt of bids.

75. Adjustment of Bid Price for Sales Tax

In accordance with Administrative Code Chapter 21.32, for bid purposes, Purchasing will reduce your bid based on any sales tax revenue the City would receive from this purchase.

76. Award

Award will be made to the most responsive and responsible bidder providing the highest projected total revenue amount in the aggregate as noted on the bid sheet. In determining the award, Purchasing will take into consideration, but will not be limited to:

- o Price (evaluated).
- o Satisfactory review of bidders' qualifications, including but not limited to inspection of facilities and equipment, review for appropriate and current permits and licenses, and verification of references and/or past performance.
- o Any other factors deemed pertinent.

77. Awarded Services

If during the term of the contract, a contract item is determined to be unacceptable for a particular use, and such is documented by a City Department and as determined by Purchasing, it is understood and agreed that the item will be canceled and removed from the contract without penalty to the City. The City's sole obligation to the vendor is payment of deliveries made prior to

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the cancellation date. City shall give the vendor ten days' notice prior to any cancellation. The City will purchase the required replacement item from any source and in the manner as determined by Purchasing. If a contracted item has been discontinued by the manufacturer or is deemed temporarily unavailable, it will be the responsibility of the Contractor to search the marketplace and find an acceptable equal substitute in the time required for delivery and at the contract price. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the description of article, brand, product code or packaging. Any changes made without the approval of Purchasing will constitute default and result in the City invoking General Condition No. 19.

78. Ordering.

- A. Each department Facility Coordinator shall work directly with the Contractor to assess departmental collection needs and shall work directly with the Contractor to arrange pick up.
- B. City facility personnel shall be responsible for placing scrap metal into the delivered containers. The Facility Coordinators shall ensure that delivered containers are in good working condition, properly placed by Contractor, and loaded; no hazardous materials and waste, no construction debris beyond what is allowed, no household waste, no items protruding from the containers, and that items cannot shift and cause an unbalanced load during transit.

Facility Coordinators shall also ensure safe and unimpeded access for the delivery, placement, loading and removal of the containers. Facility Coordinators are responsible for arranging access to secured areas and for clearing obstacles and/or provide spotters as needed.

- C. Facility Coordinators shall use the Scrap Metal Pick-Up Form (Appendix C) for each scrap metal container delivered and removed by Contractor. Contractor's driver completes the form by signing it to acknowledge the receipt of the properly loaded container. Facility Coordinators provide the driver with a copy, keep a copy for their files, and fax or email a copy to GSA-Accounting at 415-554-6156 or Diosdado.Guevarra@sfgov.org. The form shall be routed to GSA-Accounting even if the driver did not sign the form.

Facility Coordinators shall also use the form to document any discrepancies by Contractor such as wrong container size delivered and missed schedules.

79. Payment

- A. In accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid, the awarded Contractor agrees to pay for all scrap metal removed from City department facilities at said rate. Summary payment for any and all scrap metals removed during any given month shall be received by the close of business on the 15th calendar day of the following month throughout the term of the contract.

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- B. Contractor shall not apply any allowable charges or any other charges to their monthly payment without written approval by the Facility Coordinator which includes an explanation of why the charges were incurred.
- C. Payment, in the form of Contractor's company check and made out to the City and County of San Francisco, shall be delivered to GSA-Accounting , City Hall, Room 362, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.
- D. All amounts paid by the Contractor shall be subject to audit. Payments shall be verified as follows and include the following documents:
1. On a monthly basis, Contractor shall fill out a Pick Up Summary Form (Appendix A) and submit to each Department Facility Coordinator for sign off and matching to Scrap Metal Pick Up Form (Appendix C).
 2. Signed Pick Up Summary Forms are sent from each Department Facility Coordinator to GSA Accounting for matching to Contractor supplied Payment Summary (see Appendix D).
 3. Contractor shall make out a Payment Summary for the month being paid summarizing each load of scrap metal removed, location, type of metal, and weight; total weight for each type of metal removed, appropriate AMM price, paid price, total payment for each type of metal; and total amount paid. Where the price for a particular type of metal is listed on the AMM as a range, high and low price, then the average of the two prices shall be used as the market price. The bid/award price (as a percentage below or above) shall be applied to the AMM price to establish the paid price. The paid price shall be carried out and rounded to the fourth decimal place. The Payment Summary document shall be tailored specifically to the Contractor's bid/awarded prices.
 4. The Payment Summary shall be accompanied by:
 - a.) a copy of the AMM newspaper for the first Monday of the month listing the market price of the appropriate types of metal included in the payment;
 - b.) the driver's signed copy of the completed Scrap Metal Pick Up Form(s) initiated by the Facility Coordinator at the time of removal;
 - c.) attached to the driver's copy of the completed Scrap Metal Pick Up Form, the original weight certificate issued by the neutral third party public scale for the load being paid.
 5. GSA Accounting is responsible for dividing payment appropriately among departments.
 6. A copy of the Monthly Payment Summary spreadsheet shall be forwarded via email to the City Government Zero Waste Associate at sfgovrecycling@sfenvironment.org.

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80. Additional Items

If, in the satisfaction of governmental interests it is necessary to purchase additional items from Contractor, additional items may be added to this contract by mutual agreement of the parties. The aggregated cost of all additional items added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract. All requests to add additional items to the contract must be submitted by City Departments in writing to the Purchasing Division. All requests must include complete specifications, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service. All additional items or services added to the contract shall be approved through issuance of a contract modification. In the event the aggregated cost of the contract increases by more than 20% of the total estimated value of the original contract, or the increase totals more than \$50,000, the amount over 20% or \$50,000, shall be bid in accordance with Standard Purchasing Procedures. The resulting bid award shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (new Contractor) and include Contractor's name and information, complete service description, delivery information and pricing information.

81. Environment Code Chapter 5, Resource Conservation Ordinance – NOT USED

82. Bid Security – NOT USED

83. Performance Bond – NOT USED

84. Fidelity Bond – NOT USED

85. Insurance

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.
- (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

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b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- (1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Contractor hereby agrees to waive Workers' Compensation subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to:

Director, Office of Contract Administration
Purchasing Division
City and County of San Francisco
City Hall, Room 430
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4685

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the

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lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

- h. Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- i. Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.
- j. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Contractor listed as additional insureds.

86. Failure to Execute Contract

Within ten days of the receipt of a notice of award, the bidder to whom the contract is awarded shall deliver the performance bond and/or specified insurance certificates to City. If the bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice from Purchasing, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be canceled and City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and County of San Francisco for collection) and the proceeds thereof shall be retained by City as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

87. Sweatfree Procurement – NOT USED

88. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.

89. Questions

Any questions or clarifications concerning the requirements in this bid proposal must be submitted, in writing, and received by OCA no less than five business days prior to the bid opening date and time. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

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90. Bid Submittal Instructions

Bids must be received at Central Purchasing, City Hall, Room 430, indicated on Page 1 of the Contract Proposal. Bids transmitted by fax or any type of electronic mail will not be accepted.

Return all required documents, which include:

- Page 1 of the Contract Proposal completed and signed.
- Bid Sheet(s) for all items.
- All questionnaires and forms including completed and signed, bid addendum or change notice receipts, if applicable.
- Bidders shall submit bid in an envelope clearly marked with the bid number and due date (lower left corner).

Bids must be made on the enclosed bid sheets. Prices should be typed or clearly written in ink.

To receive full consideration, your bid should be unqualified and unconditional.

FOR MORE INFORMATION, email or call:

Deirdre Darley, Purchaser
Deirdre.Darley@sfgov.org
415-554-6751

END OF SPECIAL CONDITIONS

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APPENDICES

Appendix A: Pick Up Summary Form
(see attached PDF document)

Appendix B: AMM Prices, June 8, 2012
(see attached PDF document)

Appendix C: Scrap Metal Pick Up Form
(see attached PDF document)

Appendix D: Monthly Payment Summary
(see attached PDF document)

Appendix E: Annual Report Format
(see attached PDF document)

Appendix F: Pick Up Locations and Contacts
(see attached PDF document)