

AGREEMENT

MADE this 13th day of November, 2017 by and between the **CITY OF GREENSBURG, PENNSYLVANIA**, a Municipal Corporation, hereinafter called "City,"

A
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WASTE MANAGEMENT OF PENNSYLVANIA, INC., a Corporation, hereinafter called "Contractor."

City and Contractor hereby agree as follows:

1. Contractor shall deliver to City those certain goods and materials and/or services as set forth in the Bid Specifications, attached hereto, made a part hereof and marked Exhibit A.
2. City shall pay to Contractor within a reasonable time after performance by the Contractor those sums of money due to Contractor for goods and materials and/or services furnished pursuant to the said specifications at the price or prices set forth in the contractor's accepted proposal attached hereto, made a part hereof and marked Exhibit B.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed by City and by Contractor.

CITY OF GREENSBURG

By: [Signature]
Mayor/President of Council

Robert L. Bell
Name

416 South Main St.
Greensburg, PA 15601
Address

ATTEST:

[Signature]
Susan M. Trout, City Administrator

CONTRACTOR

By: [Signature]
Signature
Title: Vice President

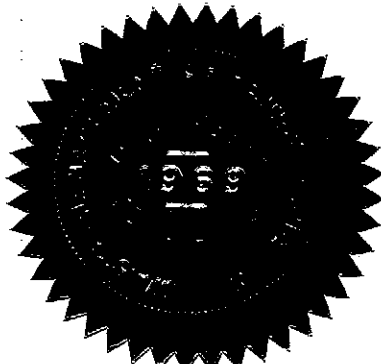
Waste Management of Pennsylvania,
Inc.
Name

310 Leger Rd.
North Huntingdon, PA 15642
Address

DATE OF COUNCIL MEETING
BID AWARD: November 13, 2017

ITEM OR SERVICE BID:
Solid Waste and Recycling Services

TERM OF CONTRACT: As per
Attached Specifications - 4-year
Term from 1/1/2018- 12/31/2021



**CITY OF GREENSBURG
WESTMORELAND COUNTY, PENNSYLVANIA
SPECIFICATIONS FOR
RESIDENTIAL AND NONRESIDENTIAL
SOLID WASTE, RECYCLING, AND ON CALL DOOR-TO-DOOR HOUSEHOLD HAZARDOUS
WASTE (HHW) AND E-WASTE COLLECTION SERVICES**

1. GENERAL INTENT AND PURPOSE

The general intent and purpose of the City of Greensburg, Westmoreland County, Pennsylvania, (hereinafter called "Greensburg" or the "City") is to maintain a comprehensive program which includes the collection of Solid Waste, Recycling, and On Call Door-to-Door Household Hazardous Waste and E-Waste. The Collector designated under a contract to be awarded by the City will be responsible for the ultimate disposition of all solid waste and recyclable materials in accordance with Chapter 227 of City Ordinance Number 1646, and pursuant to the Pennsylvania Recycling Act 101 of 1988 and the Covered Devices Recycling Act 108 of 2010. Leaf waste, grass clippings and tree trimmings will also be collected by the Collector as specified herein. The City reserves the right to issue a ninety (90)-day notice to the Collector establishing an addition or a deletion of a recyclable material to those identified in City Ordinance. While providing all services described under these specifications, the Collector shall use due care to protect the property of the residents of the City and to make as little disturbance as possible.

The proposals requested herein shall be for a four (4)-year period beginning January 1, 2018 and expiring on December 31, 2021 (hereinafter called the "Contract Period").

These specifications shall become part of the contract.

2. CONTRACT SCOPE

- a. Duration of Contract – January 1, 2018 through December 31, 2021.
- b. To collect any and all solid waste accumulated at all residential structures and non-residential structures within the City on a weekly or other required basis during the period of the contract (approximately 5,400 residential structures and 600 non-residential structures).
- c. Collection procedure and schedule for solid waste:
 - (1) Collection to begin January 1, 2018 and to end December 31, 2021 to provide for the weekly collection of any and all available solid waste from all residential customers on one (1) designated weekday. Collection to begin January 1, 2018 and to end December 31, 2021 to provide for the collection of solid waste from all non-residential customers as often as required by the individual customer's generated volume and any environmental circumstances.
- d. Collection procedure and schedule for recycled materials:
 - (1) Collection to begin January 1, 2018 and to end December 31, 2021 to provide for the collection of co-mingled recyclable materials on a weekly basis on the same designated weekday as the collection of solid waste from all residential customers that will fit into a minimum of one single-stream recycling container to include at a minimum the following allowable recyclable materials: paper - corrugated cardboard boxes (only cardboard CUT into sections that will fit into the recycling container), office paper, newspaper (black and white, color and shiny inserts), paperboard (i.e., cereal boxes), aseptic cartons (milk, juice, broth cartons), junk mail, telephone books; metals - aluminum cans, aluminum foil and disposable bakeware, steel and/or tin cans, EMPTY aerosol cans; glass - clear glass (bottles and jars), brown or amber glass (like beer bottles); green bottles (like beer or wine bottles); and plastics - #1 through #5, #7, and plastic bottle caps (left ON the bottle).

- (2) Collection to begin January 1, 2018 and to end December 31, 2021 to provide for the collection of all recyclable materials as identified in paragraph 2.d.(1) above from non-residential customers as often as required by that customer's general volume.
- e. Collection procedure and schedule for yard, leaf waste and bundled brush pickup: For all residential customers, the Collector shall provide for the pickup of yard, leaf and bundled brush waste during the months of June, July, August and September. Wherein the customer shall utilize appropriate biodegradable bags to be picked up and disposed of by the Collector or bundle brush in 3-foot sections. During the other eight (8) months the City will maintain the pickup of yard and leaf waste from residential customers placed in biodegradable yard waste bags.
- f. Collection to begin January 1, 2018 and to end December 31, 2021 to provide an On Call Door-to-Door HHW Collection and E-Waste Processing and Disposal to Residential Customers.

3. CONTRACT PRICE

The City invites interested Collectors to make proposals upon the basis set forth below for both residential and non-residential customers. The rates quoted for the Contract Period shall be firm prices from January 1, 2018 through December 31, 2021 at a stated, fixed price per year.

It is specifically understood that the firm bid prices will include collection, transportation, processing, and any associated tipping or gate fees.

- a. **Residential Units.** With regard to residential units which shall include all residential single family structures, the Collector shall make a proposal upon the basis of a monthly fee per residential unit. Bids shall contemplate that each residential unit shall have unlimited solid waste containers for weekly collection of solid waste and a minimum of one (1) single-stream recycling container weekly collection of co-mingled recyclable materials and monthly collection of bulky waste from all residential units at the fixed bid price. It is expressly understood that the bid shall include the removal of one (1) large item (such as sofas, mattresses, appliances, etc.) once each month from each residential unit even if such unit is part of a structure containing more than one (1) residential unit. Grass clippings are considered to be solid waste and may be included with regular garbage as well as carpeting and rugs which are CUT and bundled in 3-foot sections. In addition, the Collector's proposal shall include free yard and leaf/bundled brush waste pickup during the months of June, July, August and September of each year wherein the residential customer shall utilize appropriate biodegradable bags and/or appropriate bundling of brush CUT in 3-foot sections to be picked up by the Collector. With regard to senior citizen residential accounts, interested Collector shall provide a fifteen per cent (15%) discount. Any person who elects to proceed under a senior citizen discount must provide sufficient proof to the Collector that he/she is 65 years of age or older and is the head of the household in which he/she resides. Thereafter, the Collector shall bill them on a monthly basis with the fifteen percent (15%) discount. The Collector shall allow for payment on an annual basis with a two percent (2%) annual discount for such payment.
- b. **Nonresidential Accounts.** Interested Collector shall make proposals on two-yard, four-yard, six-yard and eight-yard container service, toter service, and hand stop service using a fixed price per month based upon the number of times collected per week or as required and otherwise specified on the bid form attached hereto and made part of the contract. The prices established herein shall also apply to separate or additional containers utilized by non-residential customers for the collection of recyclable materials. Interested Collectors should be aware, that, pursuant to Act 101 of 1988 and the City Ordinance, commercial, industrial, and institutional facilities may choose to opt out of the City recycling program if such entities can provide sufficient and appropriate evidence of their recycling activities. Contract prices for containers shall assume that the price includes the providing of the container itself to the non-residential customer.

Additional Charges Applicable to Commercial Customers-Including But Not Limited to the Following.

- 1. **Overage Service.** The Overage Service Charge is a per-incident charge applied to a customer's account when the waste collection vehicle driver documents one of these customer situations: overloaded container (e.g., lids open 10 inches or more); lids left closed and debris on top of lids or outside of container; and any container overfilled by more than one cubic yard. The Overage Service Charge also covers the costs associated

with resolving these issues including: added disposal costs associated with overflowing waste which was not included within the standard service price; additional time taken by contractor's vehicle crews for collection of the excess waste, documentation of the overage and communication of the issue; and administrative costs to process the issue, communicate it to the customer and provide associated paperwork.

2. **Recyclables Contamination.** The Recyclables Contamination Charge is a per-incident charge and is typically assessed per container, per contaminated load or per container unit of measure (e.g., per the yardage size of the contaminated container). The charge is assessed when the customer's recyclable materials container includes non-recyclable materials. The Recyclables Contamination Charge covers the costs and losses resulting from such contamination, including: additional driver time to document contamination occurrence; additional dispatch, administrative and billing costs; additional pick-up, transportation and disposal charges for containers treated as waste rather than recycling; and lost recycling commodity value.
 3. **Relocation Service.** The Relocation Service Charge is a per-incident charge to move the customer's container from one location on the customer's property to another location on the property. The charge arises if the customer requests that the container(s) be moved to a new location on the customer's property or if safety or other concerns require that containers be moved to a new location. The Relocation Service Charge covers the cost incurred because of the time taken for the regular driver to move and then re-set the container elsewhere on the property; or, if a separate vehicle and crew is dispatched for the movement, the cost of that separate vehicle and crew and the administrative time to coordinate the process.
 4. **Extra Pick-Up Service.** The Extra Pick-Up Service Charge is a per-incident charge applied to an account when a customer requests an additional service event for a container. The Extra Pick-Up Service Charge covers the administrative and operational costs of the added collection event including: administrative routing for a truck and driver to service the container outside of the customer's normal schedule; added cost in driver time and operational costs of the collection vehicle; and disposal costs for the additional volume.
 5. **Lock Service (Initial or Recurring Charge).** The Lock Service Charge may be one or both: a one-time charge to supply a locking container or locking apparatus-applies to set up and/or for a special container or locking mechanism necessary for this service or a recurring monthly charge to provide ongoing lock service-applies when the driver is required to unlock and then relock the customer's container to provide service.. If a one-time charge applies, it covers the administrative and operational costs to prepare the container with the locking mechanism. If a monthly charge applies, it covers the cost for the driver's additional time to dismount from the truck to unlock the container, climb back into the truck to service the container, and then dismount the truck again to relock the container. There are a variety of locking containers; the most common example contains a Locking Bar, Lock and Chain, Lock and Hasp, or an Auto-Lock.
- c. **All Other Customers.** With regard to all other customers currently being charged the same fixed rate as a single residential family structure, the interested Collector shall continue to charge them the same as specified in the terms of this contract.
- d. **Roll Off and Specialty Containers.** Property owners and/or business operators shall be free to contract with any licensed solid waste collector for the handling and/or disposal of hazardous or specialty waste generated by such property, but must utilize the contracted collector for the collection of solid waste for the City. For the purposes of this section "specialty waste" shall include roll off containers, and specialty containers such as compactors and any other size and usage not included in subparagraph 3b. above and as per Section 227-14 of City Ordinance 1646. When doing construction, demolition or any work in which a dumpster, roll off or waste container is necessary, all construction material waste from all residential and commercial properties must be placed in an approved waste container, dumpster or roll off. Any hauler, including the interested Collector, wishing to place a container, dumpster or roll off on streets, alleys or in public rights-of-way in the City of Greensburg must obtain prior approval from the Police Department and furnish the Police Department proof of insurance in the form of a certificate of insurance designating the City of Greensburg as the certificate holder and naming the City of Greensburg as additional insured. All waste containers, dumpsters or roll offs must

have the name and phone number of the hauler displayed legibly on the appropriate State and County licenses as per paragraph L. of Section 227-9 of City Ordinance 1646.

- e. **Franchise Fee.** As part of the bid price the City is requesting that for each contract year the approved Collector of solid waste and recycling material for the City will pay a franchise fee in the amount of \$80,000 to the City in equal monthly installments no later than the last day of each month. A late fee of ten percent (10%) will be added to any monthly fee that is received after the 5th of each month.

4. GENERAL TERMS AND CONDITIONS

- a. **Pennsylvania Waste Planning Recycling and Waste Reduction Act 101 of 1988 Compliance.** Collector shall be responsible for meeting all requirements of the Act 101 and all Ordinances of the City pertaining to the collection of solid waste and disposal, recycling and reduction of said material. The Collector shall be responsible during the length of the contract to collect and remove any further items that may be designated as recoverable recyclable materials pursuant to Act 101. A ninety (90)-day notification will be given to the Collector with reference to an addition or deletion of a recyclable material by the City. The Collector has the right to encourage recycling of non-residential accounts.

b. **Recycling Containers.**

- (1) The City has designated a minimum of one (1) container to store co-mingled recyclable materials per residential unit. The Collector shall be responsible for delivering replacement recycling containers to customers on an as-needed basis upon request by the customer. The cost and storage of the containers will be the responsibility of the Collector. The Collector shall be required to maintain a sufficient supply of the replacement cans to facilitate requested deliveries. The Collector shall be responsible for the collection and disposal of old containers as needed by customers upon the delivery of a new container.

- (2) **Care of Solid Waste and Recyclable Containers.** The Collector is required to instruct all employees that garbage cans and recycling containers, after being emptied, are to be placed upright with lids secured and put back in the same location where the customer placed them prior to pick-up. Containers are not to be tossed or thrown or placed in any other position.

Billing/Payment Collections/Refunds.

- (1) **Billing of Residential/Non-residential Units.** The Collector shall be responsible for billing the customers on a quarterly basis and collecting the fees charged under the terms of this contract. The due date for each quarterly billing must be clearly noted on the invoice and can be no earlier than midway into a quarter. The Collector shall identify in the bid the amount of any late fee(s) to be charged customers.
- (2) **Billing of Residential Structures.** For all residential structures to include single-family, duplex and multi-unit rental properties where the units accumulate solid waste and recyclable materials individually, the Collector shall bill the owners of the real property who shall be responsible for payment of the account(s). The Collector shall bill the owner at the fixed residential rate for each unit. The Collector shall be prepared to accept one (1) bulky item per month from each unit of all single-family, duplex and multi-unit residential customers. If residential structures accumulate solid waste and recyclable materials at a common site for all units, billing shall be at the fixed cost per container pickup for non-residential customers. The Collector shall be responsible for providing all residential units collected at a common site with adequate recycling container(s) and recycling service to meet the needs of the population of the residential structure. The Collector shall be responsible for coordination of this effort with the management/landlord of the residential structure to provide them with the most economical service to meet their needs.
- (3) **Two Percent (2%) Discount for Annual Payment.** The Collector shall allow for payment on an annual basis a two percent (2%) annual discount for such payment.
- (4) **Refunds.** The Collector shall provide a customer that is paid in advance that moves or otherwise changes residence a prorated refund effective upon the date the customer's status change occurs or upon the date of notification by the customer of their status change, whichever occurs last. The Collector shall provide the customer a refund within thirty (30) days of the effective date of their change of status or notification by the customer of the change of status, whichever applies last.

(5) Collection of Delinquent Accounts. The Collector has the right to collect delinquent accounts.

- c. Mandatory Pickup of Solid Waste – Notification of Non-subscribers. The City has adopted an Ordinance that provides for the mandatory pickup of solid waste of all residential units within the City. The Collector shall be entitled to file an Action of Law to collect any unpaid service charges. However, the Collector shall continue to pick up and remove the solid waste and recyclable materials from any account that is delinquent. Nothing herein can excuse or exempt the Collector from collecting and disposing of all solid waste and recyclable materials from accounts within the City. The City will have the right and ability to bring any action of law or equity against any property owner or resident for the failure to comply with the requirements of any City Ordinance. The Collector will be required to immediately notify the City Administrator of any units who are not contracting for solid waste pickup service. The City may seek the enforcement of its Solid Waste and Recycling Ordinance by bringing summary criminal charges for failure of any customer to comply with said Ordinance.
- d. Collection of Grass Clippings, Leaf and/or Yard Waste. The Collector will be responsible for the pickup of grass clippings. (Grass Clippings are not recyclable and should be disposed of as solid waste.) The Collector shall collect leaf and/or yard waste throughout the months of June, July, August and September from all single and multi-unit residential unit dwellings. Leaf and/or yard waste is defined as leaves, garden residues, shrubbery, tree trimmings and similar materials. Residential customers shall furnish and make leaf and/or yard waste available in biodegradable bags to be collected and shall prepare cut tree trimmings in no longer than 3-foot long sections tied in bundles that can be managed by one individual upon collection.
- e. On Call Door-to-Door HHW Collection, Processing and Disposal.
 - (1) Contractor, either through its own equipment and personnel or through a qualified subcontractor, shall provide to the residents of City of Greensburg an on call, door-to-door E-Waste and HHW collection, processing and disposal service to include the collection of electronic waste during the term of the Contract and any extensions thereto. The purpose of the HHW Service is to provide a safe, convenient, efficient and cost-effective method for residents to dispose of Acceptable HHW (and electronic) Materials (as defined herein) that are otherwise difficult to dispose of and which are being stockpiled in residents' homes. The Contractor's HHW Service shall include the following mandatory components:
 - (a) The program must be offered to all residents on an on call basis. For residents to schedule a collection date, a toll-free hotline must be provided with live operators between the hours of 8:00 AM and 5:00 PM EST, Monday through Friday (English and Spanish speaking operators). An automated call system shall be available for calls received after hours, on weekends and holidays. A web-based platform also must be available 24 hours per day, seven days per week, to permit residents to schedule collections. The call center must be staffed with individuals who are tasked as their exclusive job to work with residents and their household hazardous and electronic materials. Residents may use the program as often during the year as may be needed. No estimate is available on the number of homes that may participate.
 - (b) Collector must provide each resident via U.S. Mail at least seven (7) days in advance of the scheduled collection date a containment device (box/bag) which is approved by City of Greensburg and meets Department of Environmental Protection (DEP) requirements. Each containment device should hold approximately 50-75 pounds of acceptable materials. Residents may fill the bag, and also can place outside the bag large items such as straight fluorescent lamps, auto batteries and electronics.
 - (c) An instruction sheet must accompany the containment device with complete details about the program. Blank labels shall be included with the containment device for residents to label and identify unlabeled acceptable materials. In addition, a pre-printed, postage pre-paid survey card must accompany the containment device soliciting customer feedback on the service. The return address on the survey cards will be to a representative to be designated by City of Greensburg.
 - (d) Acceptable material must be collected from the resident's property and not from public property, including the curb. Residents must be advised, during the

initial scheduling call, on how to place their acceptable materials for collection. Technical assistance shall be available for residents who request assistance.

- (e) Scheduling and collection priority shall be given to residents with disabilities or those who are moving in the immediate future.
 - (f) All acceptable materials must be properly separated preceding transportation to avoid contact with incompatible substances, must be packaged properly by Collector, and must be shipped to permitted facilities for recycling, treatment or disposal (in that preferred order).
 - (g) Materials collected must be recycled to the highest degree possible. Recycle, incineration, treatment, landfill is the applicable hierarchy.
 - (h) Collectors will be required by DEP to register as a hazardous waste transporter, obtain an Environmental Protection Agency (EPA) ID number and submit a program registration to DEP which must be approved prior to work starting. Further, the disposition site must be permitted to accept hazardous materials and be included in the documents submitted to DEP.
 - (i) There can be no separate charge for electronic waste and the successful Collector must comply with existing State regulations regarding disposition of electronics. The current State/Manufacturer program does not apply to this bid.
 - (j) Collector must indemnify the City for any action that may occur after Collector has taken possession of the materials. The Collector must accept generator status.
 - (k) In conjunction with Paragraph 4.m., of these specifications, the Collector shall develop a press release and/or advertising material to announce the E-Waste and HHW Service, and shall plan and provide a public education campaign introducing the HHW Collection and E-Waste Programs.
 - (l) Collector shall provide City of Greensburg quarterly and annual reports detailing all materials collected, number of homes collected from, pounds per home and other pertinent details as may be required by City of Greensburg.
 - (m) The collection of E-Waste / HHW from businesses is excluded from this program. Homes with commercial chemicals, containers of more than five gallons and home businesses will not be served.
 - (n) Collector must demonstrate that it and all proposed subcontractors are registered hazardous waste transporters in good standing with the State and have all necessary licenses, endorsements, permits and training to safely and properly manage the HHW program in compliance with applicable Federal, State and local statutes, laws, rules and regulations. Collector must demonstrate compliance with this section at the time of the award of this contract.
- (2) Collector's bid must include the following information in regards to door-to-door E-Waste and HHW Service as part B. of the Experience and Equipment Questionnaire (*Enclosure 1 of these specifications*). Failure to provide same shall render Collector's bid nonresponsive:
- (a) Collector's door-to-door E-Waste / HHW Service experience during the past five (5) calendar years.
 - (b) Collector should identify total number of door-to-door household hazardous waste collections performed during the past five (5) years; when and where collections were performed. Please describe the type of program.
 - (c) Collector must include the identification of no less than three (3) municipal references, including contact information that demonstrates compliance with sections 2.a and 2.b.
 - (d) A narrative description of Collector's bid offering the identification of all recycling, treatment/processing and disposal destinations for the acceptable materials collected from residents.
 - (e) Sample of announcement flyer.
 - (f) An operations plan describing the manner in which a typical collection event from a resident's location will be scheduled and performed. The following elements must be included in the plan (as required by the City and DEP and

commonly referred to as a Preparedness, Prevention and Contingency (PPC) plan) :

- i. Specifics on how materials will be managed at the home.
- ii. Type of vehicle used, how materials will be stored in the vehicle.
- iii. Pollution prevention element.
- iv. Health and Safety element.
- v. Description of disposition of materials (recycling preference).
- vi. Technician training element.
- vii. If materials will go to Collector's own facility, description of that facility and that it meets DEP regulations.
- viii. Handling process e.g. collect from home and transport to facility X then to facility Y, etc.

(g) Collector's bid must include a copy of their Pennsylvania DEP Hazardous Waste Transporter's License and EPA ID Number.

- (3) Collector shall identify with its bid the Acceptable and Unacceptable E/Waste/HHW Materials. (By way of example only, the following suggested list is provided and may be utilized by the Collector.) The list or reference to this list, if utilized, must be included in Part B of the Experience and Equipment Questionnaire (Enclosure 1 of these specifications):

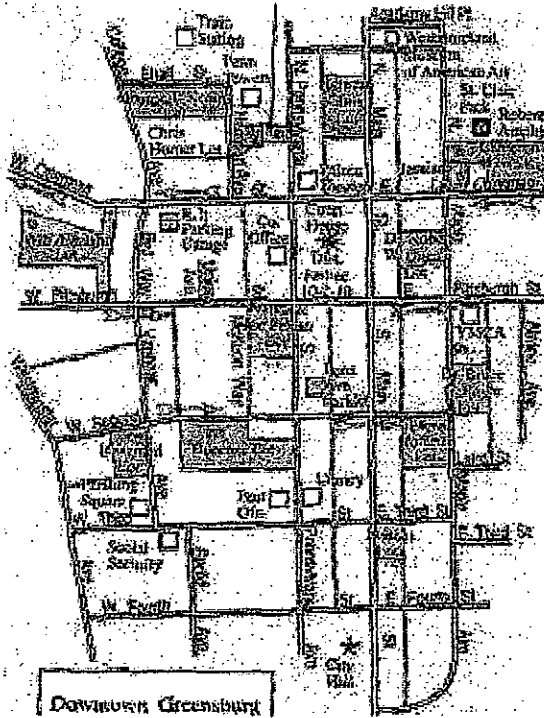
ACCEPTABLE E-WASTE & HHW	UNACCEPTABLE
Pesticides & Insect Sprays	Biological Waste
Herbicides	Radioactive Materials including Detectors
Rust Removers	Ammunition and Explosives
Swimming Pool Chemicals	Commercial Chemicals
Wood Preservatives	Containers over 5 Gallons
Used Oil Filters	Materials Improperly Packaged
Vehicle Batteries	Unlabeled and Unknown Materials
Household Fluorescent Tubes	Gas Cylinders
Chlorine Bleach	Fire Extinguishers
Drain Openers	Tires
Corrosive Chemicals (Non-commercial)	Appliances
Lye	Liquid Mercury
Driveway Sealer (less than 5 Gallons)	All Medications
Hobby Chemicals	
Lubricants (Motor Oil, Transmission Fluid)	
Paint Products (Oil, Latex, Stripper)	
Paint Thinners	
Automotive Cleaners (waxes, polishes)	
Gasoline (less than 5 Gallons)	
Automotive Chemicals (Antifreeze, Brake Fluid; less than 5 Gallons)	
Consumer electronics including the following:	
Televisions	
Computer Monitors	
Keyboard & Mouse	
Desktop Printers	
CD ROM's	
DVD's	
VCR's	
CD Players	
Cell Phone & Related Cords	

- f. **City Locations/Accounts.** The Collector shall be required to provide, as needed, and pick up on an as-needed and/or regular basis, all containers, totes, hand-stops, and any other refuse and garbage containers of solid waste and recyclable materials on City accounts at these specific locations: City Hall; Electric Department; Street Department; Mt. Odin Pro Shop; Mt. Odin Lund Pavilion (April through October); Mt. Odin Maintenance Shed (November through March); Lynch Field; Hose Company No. 1; Hose Company No. 2; Hose Company No. 3; Hose Company No. 6; Hose Company No. 7; Hose Company No. 8;; St. Clair Park; Hutchinson Parking Garage; Bell Parking Garage; and at the Five Star Trail at Wood Street. The Collector shall be required to

provide, on an as-needed basis, additional containers and removal of solid waste and recyclable materials during special annual events conducted on City-owned properties, i.e. the Community Days Celebration at Lynch Field, SummerSounds Series at St. Clair Park, Fire Department carnivals, golf bashes, etc. and other special events as requested. Said collections of stated locations and events shall be without cost to the City.

- g. **Reporting Requirements/Procedures.** The Collector shall provide to the City Administration Office accurate monthly waste stream figures including copies of all weight slips from the sale of recyclable materials as required by the provisions of Act 101 of 1988 and Act 108 of 2010 (if applicable). Said reports shall be due on or before the last day of the following month, i.e., January reports are due on or before February 28th. The report shall show the total weight in pounds and tons of items picked up monthly for each category (solid waste and recyclable). A report of annual activities is due on or before January 31st of each year showing a breakdown of individual items collected from residential, commercial, municipal and institutional pickups. The failure of the Collector to provide required monthly and annual reports on time shall constitute a violation of the terms hereof. The Collector shall also have the duty to log all complaints and report the same to the City Administrator on a monthly basis. Said log shall include the name, address and telephone number of the complainant, the nature of the complaint and the disposition thereof. The City shall, at any time after reasonable notice is given to the Collector, have the right to examine the Collector's books, accounts and other records regarding the collection of solid waste and recyclable material in the City. Such examination may be for the purpose of obtaining information and data required for the completion of any reports required by or of the City.
- h. **Revenues Generated from Recyclable Material Sales.** All revenues generated from the resale of recyclable materials shall be retained in full by the Collector with no portion thereof being paid to the City. However, as indicated in paragraph h. reporting of monies collected from the resale of the recyclable items showing the weights and weigh slips verifying such resale shall be submitted to the City Administration Office on a monthly basis.
- i. **Labor and Equipment.** All labor and equipment of every kind necessary to carry out the provisions of these specifications shall be furnished by, and at the expense of, the Collector. The Collector shall provide a sufficient number of trucks to make all collections in accordance with published and distributed schedules. The trucks must be available for inspection and approval by the City. The Collector must currently own and have in operable condition with current operating license and approved certificate of inspection, both issued by the Commonwealth of Pennsylvania prior to submission of bid, adequate trucks, equipped with devices or equivalent type of closed bodies and enclosed cargo space, necessary to the collection and recycling of solid waste. The Collector shall submit to the City copies of approved certificates of inspection, copies of current licenses, proofs of compliance with the Federal Highway Administration Standards for Drug and Alcohol Testing for CDL drivers, and notify the City of any revocations or loss of CDL licenses. All trucks used in the collection of any materials pursuant to the contract awarded hereunder shall have the name of the Collector clearly legible on both sides and be uniform in color. The Collector shall have sufficient employees at all times in order to render adequate service and shall keep and maintain all trucks in good repair and condition. All trucks shall be kept in a clean and sanitary condition. The operators of trucks shall stay in or near the vehicle at all times ensuring the collection process and shall locate the truck so that disrupted or blocked traffic is kept minimal. The operators of trucks shall report spills or leaks of oil, hydraulic fluid, paint, etc. that occur upon City roadways, downed utility wires, involvement in traffic accidents and/or property damage to Police Dispatch at 724-838-4322 as soon as possible.
- j. **Experience and Equipment Questionnaire and the Pennsylvania HHW Program Checklist.** The bidder shall complete in detail and sign the Experience and Equipment Questionnaire and the Pennsylvania HHW Program Checklist attached hereto and made part of these specifications and contract. The questionnaire and checklist as completed shall constitute a representation that the data contained therein is true and correct. (*Enclosures 1 and 1A.*)
- k. **Hours of Operation – Collections and Customer Service.**
 - (1) **Collection of Residential Solid Waste and Recyclable Materials.** Residential collection of solid waste and recyclable materials shall be conducted on one (1) designated weekday to be specified by the successful Collector and shall not begin prior to 6:00 a.m. and be completed no later than 7:00 p.m. on scheduled collection dates. Collection service shall not be permitted on Sundays. A violation by the Collector of these fixed time frames for collection shall constitute a violation of the terms of this agreement.

- (2) **Collection of Downtown Commercial Accounts.** Commercial collection of solid waste and recyclable materials in the downtown section of the City shall not begin prior to 2:00 a.m. and shall be conducted no later than 8:00 a.m. on scheduled collection dates. Refer to the map below. This is the only area of the City in which these collection hours are applicable.



- (3) **Customer Service.** The Collector shall maintain telephone(s) sufficient to provide a local or toll free number to City residents and account holders with an adequate number of qualified personnel available to answer calls from customers at all times between the hours of 8:30 a.m. to 5:00 p.m., prevailing time, Monday through Friday. The failure of the Collector to maintain adequate telephone numbers and personnel to address customer calls and complaints shall constitute a violation of the terms hereof.
- (4) **City Liaison/Customer Service.** The Collector must also designate a customer service representative to serve as a liaison for concerns of the City for both residential and non-residential accounts. Concerns expressed to the liaison must be addressed within 48 hours.

1. Advertisements/Customer Notifications/Distributions of Educational Materials.

- (1) The successful bidder shall at his expense be required to deliver a letter of introduction via the U.S. mail, to all residents informing them of the Collector's customer service phone number, the scheduled day of pickup, the collection rate(s) for all residential dwellings including the Senior Citizen discount rate, the billing procedure for all rental properties and the quarterly payment collection schedule conducted at City Hall. The successful bidder shall also be required to publish the above-mentioned notification in one (1) local newspaper, the Tribune Review, on not less than two (2) days including one Sunday edition. The successful bidder shall place the first notification in the newspaper at least one (1) week prior to the effective date of the contract period. In addition to the above-mentioned information, the letter of introduction for delivery to City residents shall be prepared by the City on City letterhead, signed by the City Administrator and furnished to the successful bidder for their reproduction and preparation for mailing to all residents.
- (2) Educational Materials. The Collector shall be responsible for distribution of such educational materials relating to the solid waste and recycling programs as deemed necessary by the City. Approved methods of said distribution shall be by mailing such materials, inclusion with quarterly billing statements, placing the material near the door of the residence, website and email notifications, or by personal delivery to the resident. It is unlawful to place any items in a mailbox.

- (3) Notification to Customers of Unacceptable Recyclable Materials. In the event any customer is placing unacceptable, non-recyclable materials in the recyclable container, the Collector shall deliver a notice to the property owners explaining that the commingling of recyclable and non-recyclable materials is not acceptable.
- (4) Notification to Customers of Unacceptable Solid Waste or Recyclable Materials. In the event any customer is placing any solid waste or recyclable materials, to include bulky items, e-waste, HHW, grass clippings, carpeting, leaf and/or yard waste, etc., out in an unacceptable manner for pick up, i.e. unbundled brush, stacked cardboard boxes, etc., or any material that the Collector cannot pick up, i.e. construction materials, etc., the Collector is to notify the customer of the reason collection of said item(s) was not conducted through notification stating why it was not collected.

m. Collection Schedule.

- (1) The successful bidder will be required to submit to the City a collection schedule that includes designated collection weekday. The weekly collection day of recyclable materials shall coincide with the designated collection day of solid waste for each dwelling.
- (2) Holiday Schedule. In the event that a Holiday will cause a change in the regular pickup day of either solid waste or recyclable materials, it is understood that the Collector will advance the schedule one (1) day, i.e., if the Holiday is on a Monday, Monday's pickup will be on Tuesday, and so forth with the understanding that all pickups must be completed that week and not carried over to the next week.

n. Indemnity/Insurance/Bonds.

- (1) Indemnity. The Collector shall indemnify and hold harmless the City from all liability imposed upon it by law and arising out of the collection, removal and disposal of solid waste and the collection, removal and recycling of recyclable materials. It is agreed the Collector shall be responsible for any loss, personal, injury, death, or damage that may be done to or suffered by any employees of the Collector or other persons in connection with the operations to be carried out pursuant to this contract and shall indemnify and hold the City and any of its officers, agents or servants, harmless against any claims for such loss, injury, death, or other damages, including causes of loss, injury and damage for which either or both of the parties hereto may or shall be liable. Any person or persons under the direction or control of the Collector or his agents or servants, or any person or persons performing the duties of the Collector which arise pursuant to these specifications or the contract, shall be deemed to be employees of the Collector.
- (2) Insurances.
 - (a) The Collector shall, at his expense, obtain and keep in force a policy or policies of insurance insuring himself, his agents, employees and servants against all general and auto liability arising out of the collection, removal and disposal of solid waste and recyclable materials and the ownership, maintenance or use of any landfill provided by the Collector, which policy or policies shall provide for the coverage of the payment of bodily injury and property damage in an amount of not less than One Million (\$1,000,000) Dollars for each accident and not less than Two Million (\$2,000,000) Dollars for each aggregate. The Collector shall cause a certificate to be issued to the City showing that such policy or policies are in force and effect and shall include the City as an additional insured with the following language included in the Description of Operations; 'Certificate Holder and its elected and appointed officials and employees are additional insureds with regard to general liability as required by written contract'. The Collector shall indemnify and hold harmless the City for any and all claims with respect to the collection, removal and disposal of solid waste. The successful bidder shall, within ten (10) days after receipt of notification that the contract has been awarded, furnish certificates evidencing proof of all insurance required under the conditions set for in these bid specifications.
 - (b) Worker's Compensation. The Collector shall comply with the Worker's Compensation laws of the Commonwealth of Pennsylvania and will, at the Collector's expense, procure such insurance as shall be necessary and adequate to cover and protect all his employees engaged in the collection, removal and disposal of recyclable items. A copy of said policy shall be furnished to the City upon demand, as well as, any subsequent renewals of said policy during the contract period.

(3) **Bonds.**

(a) **Security for Bid.** Each bid shall be accompanied by a Bid Bond in the amount of ten per cent (10%) of the initial contract year payable to the City of Greensburg, with good and sufficient surety. Bonds of unsuccessful bidders will be held until the Collector executes the contract documents, files the necessary insurance certificates, and otherwise performs as agreed.

(b) **Forfeiture of Proposal Deposit Check or Bond.** If the successful bidder shall fail within the times and in the precise manner specified either to furnish the insurance certificates, to file the performance bond and labor and materials payment bond, or to execute and file the contract, the City may, in addition to exercising any other rights or remedies otherwise available under applicable law, declare a forfeiture of the Bid Bond submitted with Collector's bid and may re-advertise for proposals.

(c) **Performance Bond.** The Collector shall, within 20 calendar days after receipt of notice that the contract has been awarded, and annually thereafter, file with the City Administration Office, a Performance Bond WITH A SURETY LICENSED TO DO BUSINESS IN THE STATE OF PENNSYLVANIA AND ACCEPTABLE TO THE CITY OF GREENSBURG in the amount of One Million (\$1,000,000) Dollars.

- o. **Term of Contract.** The term of the contract shall be for the period beginning January 1, 2018 and concluding on December 31, 2021, as indicated by the City in its notification of the bid award.
- p. **Financial Statement** Each submitted proposal must include a copy of the 2016, or most recent, audit or Financial Statement of the corporation and/or Business Division of Parent Company of said Corporation.
- q. **Execution of Agreement.** The person or persons, firm or firms, corporation or corporations to whom the contract is awarded shall file within twenty (20) days after receipt of notification that the contract has been awarded one (1) properly executed copy of the contract with the City.
- r. **Assignment.** Any contract or contract options which arise pursuant to proposals submitted in accordance with these specifications shall not be assigned, sold, transferred, or set over to any other person or persons, firm or firms, corporation or corporations, without the written consent of the Council of the City of Greensburg.
- s. **Keys.** It shall be the responsibility of the Collector to obtain keys to all accounts which require access to the premises immediately upon the awarding of this contract.
- t. **Customer List.** At the end of the contract period, the Collector shall turn over to the City a complete listing of all customers, their addresses and the status of their accounts. At the conclusion of the contract period any uncollected fees from any customer shall be and remain the sole and absolute property of the Collector who may collect them pursuant to law as permitted under these specifications.
- u. **Inspection Conditions.** It is the bidder's responsibility to make a complete inspection of the City to be familiar with all conditions under which a bid is submitted.
- v. **Method and Frequency of Collection.** Each bidder shall submit a bid involving one (1) designated weekday for weekly collection of solid waste and recyclable materials from residential structures.
- w. **Contractor in Default.** Any violation of these specifications shall be sufficient cause for the immediate cancellation of the contract by the City, who may thereupon obtain the necessary equipment, employ the necessary labor, and otherwise proceed to perform the work under the contract, and/or advertise and re-let the work, all at the expense of the offending Collector and his surety. In the event of an apparent default, the City must provide written notice of same to the Collector and allow for correction of the default within seven (7) days from the date thereof. It is understood that the General Rules of Reasonableness and Contract Law will be applied and that the City does not anticipate the cancellation of a contract or the attachment of bond monies for routine problems or breakdowns which affect the ability of the Collector to pick up solid waste and recyclable materials over a time frame of less than one (1) week. Further, it is understood and agreed that the Collector will not be held to be in default in the event of any act of God or nature or force majeure which would interfere with the ability to collect such solid waste and recyclable materials.
- x. **Landfill Agreement.** Within twenty (20) days after the determination of the low bidder and the awarding of a contract hereunder, the Collector shall provide to the City an agreement with the landfill or landfills duly authorized and permitted under the regulations established by the Pennsylvania Department of Environmental Protection and designated within the Westmoreland

County Solid Waste Management Plan. Said agreement or agreements should evidence the ability of the Collector to dispose of all solid waste collected throughout the contract period.

- y. **Compliance of Law.** The Collector shall comply with the Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act, Act 101 of 1988; provisions of the Pennsylvania Stat. Ann. Tit. 16, Section 5175 et seq., as amended, relating to the transportation and disposal of garbage; the Pennsylvania Covered Devices Recycling Act (CDRA) of 2010 ; with all applicable ordinances and resolutions of the City; with all applicable ordinances and resolutions of other municipalities (including the payment of all applicable fees and charges) through which the Collector's trucks and equipment will travel, and with all applicable rules, regulations and requirements of the County of Westmoreland, the Commonwealth of Pennsylvania, and the Federal government. Each bidder must submit with his bid, a certified copy of the authorization which permits his method of recycling and disposal.
- z. **Equitable Adjustment.** Throughout the life of this contract, the parties understand that the provisions of said contract may be affected by change or modification of existing laws, ordinances, resolutions, or executive actions which would result in a substantial change in the circumstances under which this contract is being awarded. In such an event, the parties seeking to claim a modification and adjustment to the contract provisions shall set forth, in writing, the nature of the adjustment desired, the cause for said adjustment, and all documentation in support of the claim for equitable adjustment. The other party shall then be afforded ninety (90) days to review and respond to said request.
- aa. **Bid Form.** The bid form attached hereto and made a part of these specifications and contract shall be filled out in detail and signed by the bidder and, as so completed, shall constitute a representation that the data contained therein is true and correct.
- bb. **Rejection of all Bids/Waiver of Informalities.** The City reserves the right at its option to reject any and all proposals and waive any and all technicalities, informalities, or other deviations from the proposal documents, and further reserves the right to modify all bid requirements which are set forth in the bidding and contract documents. Proposals shall hold firm and may not be withdrawn until sixty (60) days after the proposal date.
- cc. **Liquidated Damages.** The successful bidder shall specifically acknowledge that the provision of prompt and reasonable services to the customers of the City of Greensburg, as well as, the provision of adequate reporting and documentation to the City itself, is critical for the proper performance under the terms of the contract. If, during the Contract Period, the Collector shall fail to provide reports or documentation required or if the Collector shall violate the provisions of the agreement relating to the hours of collection or responsiveness to customer calls and complaints, the Collector shall be liable and pay over to the City liquidated damages for said violations in each calendar year of the Contract Period upon the following schedule:
 - (1) For the first technical violation, the City shall provide written notice to the Collector in the form of a warning of violation and the Collector shall take such reasonable actions necessary to address the problem.
 - (2) Upon a second violation, the City shall direct a written notification to the Collector who shall, in addition to undertaking steps to remedy the violation and to provide written evidence of the same to the City be liable and pay over to the City the sum of Five Hundred (\$500) Dollars.
 - (3) For each subsequent violation in each calendar year, the City shall provide written notice of the violation and the Collector shall be liable and pay over to the City the sum of One Thousand (\$1,000) Dollars.

Upon receipt of the aforesaid notice and as to violation and an invoice for liquidated damages as set forth herein, the Collector shall make payment to the City within thirty (30) days from the date therefrom. The failure of the Collector to undertake such payment of liquidated damages shall constitute cause of the cancellation of this agreement.
- dd. **Non-Collusion Affidavit.**
Attached for completion. (Enclosure 2)

5. **DETERMINATION OF LOW BID**

The determination of the low bidder to whom the contract shall be awarded will be based upon the point system set forth below. The proposed costs set forth by each bidder on their respective Bid Forms will be utilized. The City of Greensburg reserves the right to accept or reject any or all bids. Any Collector awarded the City's solid waste and recycling material hauling services will be required to execute a

contract pursuant to the foregoing bid specifications and must independently comply with all terms and conditions of said specifications. In the event two or more bids on any particular item are the same, the points available will be totaled and divided by the number of bids at that figure. The resulting number of points will be awarded to each bid.

The contract for residential and non-residential solid waste and recycling services will be awarded to the bidder with the largest number of points upon totaling the average of the categories that result in Sub-total (A) Residential Accounts and Sub-total (B) Non-residential Accounts.

A. Residential Accounts

For each contract phase, points will be awarded to bidders based upon a fixed monthly rate for the unlimited collection of solid waste, a minimum of one(1) container of co-mingled recycling materials, on call door-to-door HHW, E-Waste collection and one large item per month for all single family residential structures as follows:

Lowest bid: 10 points
 2nd Lowest: 7 points
 3rd Lowest: 1 points
 All others: 0 points

B. Non-residential (Commercial) Accounts.

For each contract phase, for the two-yard, four-yard, six-yard and eight-yard containers, hand-stop services and toter services, an average will be taken of the sub-categories specified in the Bid Form to determine an average cost per month for each size container and/or service. The City believes that for the two-yard, four-yard, and six-yard containers, the highest frequency of use is for a pick-up of no more than two times per week. Points have been assigned based upon the estimation as to the proportionate usage and service and points shall be awarded as follows:

<u>Category</u>	<u>Lowest Bid</u>	<u>2nd Lowest</u>	<u>3rd Lowest</u>	<u>All Others</u>
<u>Containers</u>				
Two-Yard	10	5	1	0
Four-Yard	8	4	1	0
Six-Yard	8	4	1	0
Eight-Yard	3	2	1	0
<u>Hand Stop Service</u>				
1-3 Bags	10	5	1	0
4-6 Bags	8	4	1	0
7-9 Bags	3	2	1	0
10-12 Bags	3	2	1	0
13-15 Bags	2	1	0	0
<u>Toter Service</u>	10	5	1	0