

**HARRISBURG CITY  
REQUEST FOR PROPOSAL  
NO. 11-2012  
SOLID WASTE and RECYCLING  
COLLECTION and DISPOSAL  
SERVICES**

**(RECEIVERSHIP RFP PROCESS  
WAS UNSUCCESSFUL)**

**Section No. 5  
Exhibit No. 32**



Mayor Linda D. Thompson

## City of Harrisburg

### Request for Proposal #11-2012

For

Solid Waste and Recycling Collection and Disposal Services

#### Proposal Information

**Submittal Deadline:**

June 14, 2013 \_\_\_\_\_

**Contact:**

Name: Kevin Hagerich  
Phone: 717-236-4802  
Email: khagerich@cityofhbg.com

**Mailing Address:**

Rev. Dr. Martin L. King Jr. City Gov't Center  
Office of Purchasing  
10 N. 2<sup>nd</sup> Street - Suite 302A  
Harrisburg, PA 17101

## **Section 1 – Introduction and Instructions**

### **1.0 Objective of Request for Proposals (RFP)**

The City of Harrisburg (hereinafter "City") is soliciting competitive sealed proposals to contract for solid waste and recycling collection and disposal services for single family, multi-family, and commercial properties within the City of Harrisburg, as well as solid waste and recycling collection at City facilities.. The City of Harrisburg will entertain three proposal options from each Contractor. Option 1 will include solid waste and recycling services only for single-family homes only. Option 2 will include solid waste and recycling collection services for multi-family and commercial properties only. Option 3 will include solid waste and recycling services for all single-family, multi-family, and commercial properties in the City of Harrisburg. All responsible firms/Contractors are encouraged to submit proposals.

### **1.1 Proposal Due Date**

**Proposals will be accepted at The Rev. Dr. Martin Luther King, Jr. City Government Center, Office of Purchasing, 10 North Second Street, Suite 302A, Harrisburg, PA, 17101 until 3:00 P.M., local prevailing time, June 14, 2013.** Please note that this deadline is for actual materials received at City Government Center, not a postmark deadline. Proposals received after this deadline noted will not be considered. Please refer to Section 5 for specific proposal submission instructions.

### **1.2 Proposal Opening Date**

Proposals will be opened publicly immediately thereafter in the City Government Center, Suite 304B. Only the name of each Contractor having submitted a proposal shall be read publicly. All other information contained in each proposal shall be treated as confidential information to avoid disclosure of contents prejudicial to competing Contractors.

### **1.3 Amendments to Submitted, Unopened Proposals**

Amendments to or withdrawal of submitted, unopened proposals will only be allowed if requests for such changes are received prior to the deadline set for submittal of proposals in Section 1.1 above. No amendments or withdrawals will be accepted after the deadline unless such amendments or withdrawals are in response to a City request.

### **1.4 Required Review of RFP Package Defects**

Prospective Contractors shall carefully review this RFP for defects. Comments concerning defects must be made in writing and received by RFP's contact (see RFP cover page) at least 20 business days prior to the due date of the proposal. This will allow time for the issuance of any necessary addenda.

### **1.5 General**

All questions regarding the RFP must be submitted in writing to the RFP contact.

Telephone conversations must be confirmed in writing by the interested party. Two types of questions generally arise. One type may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written addendum to the RFP.

The decision on whether or not an addendum is required shall be made by the City. If an addendum is issued, it will be provided to all parties who were provided a copy of the RFP by the City. **If you obtain a copy of this RFP from the City's website, it is your responsibility to provide the City with your contact information.**

**1.6 Receipt of RFP Package**

The City is the sole authority to provide the RFP package to interested companies or individuals. Contractors who are working from an RFP package obtained from any other source may be working from an incomplete set of documents. The City assumes no responsibility for errors, omissions or misinterpretations in a proposal resulting from a Contractor's use of an incomplete RFP package.

Contractors who have received the RFP package from a source other than the City are advised to contact the RFP's contact to provide their company name, address, telephone number, fax number and contact name. This will ensure that the Contractor will receive all communications regarding the RFP such as Addenda and Clarifications.

**1.7 Preparation Costs**

The City will not be responsible for any costs associated with the preparation, submittal or presentation of any proposal.

**1.8 Disclosure of Proposal Contents**

All proposals and other material submitted become the property of the City and may be returned only at the City's option. Information contained in the proposals will not be disclosed during the evaluation process. Under prevailing Pennsylvania "Right to Know" laws public records are required to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, the winning proposal will become public information. Copies of said public records may be requested through the Right-to-Know Officer, located in the Office of the City Solicitor.

Trade secrets and other proprietary data contained in proposals may be held confidential if a Contractor requests, in writing, that the City does so, and if the City agrees, in writing, to do so. Material considered confidential by the Contractor must be clearly identified and the Contractor must include a brief statement that sets out the reasons for confidentiality.

**1.9 RFP Timeline**

Following is the City's estimated timeline for the RFP process:

|   |                 |
|---|-----------------|
| Issue RFP .....                                 | March 26, 2013  |
| Pre-proposal conference.....                    | April 11, 2013  |
| Cutoff for Submission of Written Questions..... | April 19, 2013  |
| Response to Written Questions.....              | May10, 2013     |
| Opening of Submitted Proposals.....             | June 14, 2013   |
| Negotiation and Award of Contract.....          | July 12, 2013   |
| Completion of Implementation Plan.....          | July 26, 2013   |
| Commencement of Work.....                       | January 1, 2014 |

**1.10 Purpose**

It is the intent of this Request for Proposal (RFP) and resulting contract to hire a qualified contractor for the collection, transportation, and disposal of solid waste and recycling for single-family residential, multi-family residential and commercial properties in the City of Harrisburg.

**Section 2 – Notice to Contractors**

**2.1 Proposal Evaluations**

The proposal evaluation will take into account all relevant criteria, including but not limited to price, qualifications and any exceptions or deviations taken by the Contractor.

**2.2 Non-collusion**

The price must be neither directly or indirectly the result of any agreement with any other Contractor. All Contractors must complete the enclosed Non-Collusion Affidavit as part of the bidding requirements.

**2.3 Hold Harmless**

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are incurred, and not otherwise covered by insurance purchased by the Contractor, Contractor shall indemnify, defend and hold harmless the City as well as the agents and employees of any of them from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees arising out of or resulting from performance of the Work or negligent acts of the Contractor, a Subcontractor, or any individual working on behalf of or under the Contractor's supervision, and anyone directly or indirectly employed by any of them or anyone for whose acts, they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person as described in this Agreement. In no

event shall Contractor be liable for any claims, damages, losses and expenses arising out of City's own negligence.

#### **2.4 Mercantile License**

In compliance with Chapter 5-715 of the Codified Ordinances of the City of Harrisburg, persons, firms, companies and corporations engaging in business within the City of Harrisburg must obtain a Mercantile License and pay the mercantile tax. The successful Contractor on this contract must obtain a Mercantile License for the contract year. For further information contact the Tax & Enforcement Office at (717-255-6513).

#### **2.5 Insurance**

The successful Contractor, at its expense, shall carry and maintain, in full force at all times during the contract term:

1) Worker's Compensation and Worker's Occupations Disease: Workers' Compensation Statutory Limits of coverage shall be as required by law in the Commonwealth of Pennsylvania. This shall include coverage for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work described in this contract.

Employer's Liability: Bodily Injury by accident - \$1,000,000.00 per accident  
Bodily Injury by disease - \$1,000,000.00 per employee  
\$1,000,000.00 aggregate

2) Comprehensive General Liability (Legal fees covered outside policy limits) shall be required for a \$2,000,000 Bodily Injury & Property Damage Combined Single Limit per occurrence is required.

3) Business Automobile Liability for Bodily Injury and Property Damage arising out of owned, non-owned and hired vehicles. A combined single limit of \$2,000,000.00 per occurrence is required.

4) Contractor's Pollution Liability Insurance shall be required for Contractor, Subcontractor(s) and/or any Sub-Subcontractor(s) with a \$5,000,000 Each Occurrence and \$5,000,000 Aggregate Limit of Liability. The Contractor's Pollution Liability Insurance should include Transportation and Non-Owned Disposal Sites coverage.

With respects to all required coverages, the Contractor shall furnish the City of Harrisburg a Certificate of Insurance issued by an insurance carrier licensed to do business in the Commonwealth of Pennsylvania and having a minimum of an "A" rating and a financial class size VII as defined by the AM Best Rating Guide for coverage's required, with the City of Harrisburg named as an additional insured for all coverage's, other than Workman's Compensations and Employers

Liability. This Certificate of Insurance shall reflect the actual amount of insurance in force.

The Contractor's insurance policy(s) shall provide, in the event the insurance should be changed or cancelled, that such change or cancellation shall not become effective until sixty (60) days after the City has received notification from the insurance company(s). Such notice shall be mailed to the City of Harrisburg, 10 North Second Street, Harrisburg, Pennsylvania, 17101. The Contractor shall furnish a certified copy of the insurance policy(s) upon request.

**2.6 Contract Assignment or Transfer**

No contract may be assigned, sublet or transferred without written consent of the City of Harrisburg.

**2.7 Contract Executor**

The proposal must be signed by a partner or in the case of a corporation by the president, vice-president and the secretary or treasurer or any other corporate officer empowered to execute contracts in the event that such officers are unable to do so.

**2.8 Conditional Proposals**

No proposal will be considered unless bid price is firm and clearly defined. Conditional proposals will not be accepted.

**2.9 Reservation of Rights**

The City reserves, and may at its sole discretion, exercise the following rights with respect to this RFP and all proposals submitted pursuant to this RFP:

1. To reject all proposals and re-issue the RFP at any time prior to execution of a final contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.
2. To reject any proposal if, in the City's sole discretion, the proposal is incomplete, the proposal is or otherwise not responsive to the requirements of this RFP, or if the Contractor does not meet the qualification requirements set forth in Section 5 herein, or if it is otherwise determined to be in the best interest of the City to reject the proposal.
3. Accept or reject any or all of the items in any proposal and award a contract for the whole or only a part of any proposal if the City determines, in its sole discretion, it is in the City's best interest to do so.
4. To reject the proposal of any Contractor that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with

the City, is financially or technically incapable or is otherwise deemed to not be a responsible Contractor.

5. To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal.
6. To require that Contractors appear for interviews and/or presentations of their proposals at City offices.
7. To require references from Contractors' previous clients on projects similar in type and scope to the work sought in this RFP.
8. To conduct such investigations as the City considers appropriate with respect to the qualifications of any Contractor and with respect to the information contained in any proposal.

### **Section 3 – Award of Contract**

- 3.1 The City shall award a contract to the Contractor who submits the lowest responsible bid. In determining whether a bid is responsible, the City will consider factors including, but not limited to, the factors set forth in section 7 of this RFP. This contract shall be for a period of three years, with two additional renewal periods of one year each.

### **Section 4 – Contract Content**

- 4.1 The contract(s) resulting from the award of this RFP will consist of this RFP, including the General Conditions set forth in Schedule A, the Contractor's proposal, The Notification of Award, and any additional information deemed necessary as a result of the negotiations held with the successful Contractor(s).

### **Section 5 – Proposal Format and Content**

#### **5.0 Submission of Proposal**

Proposals shall be submitted in one (1) original and (5) five copies on 8 ½" x 11" paper to: City of Harrisburg. The original proposal shall be marked "original" and each copy of the proposal must be a complete copy of the original including all attachments and appendices. In addition, each proposal must include one Compact Disc (CD) that contains the Contractor's proposal and associated attachments/appendices in PDF format.

Each proposal section enumerated in paragraph 5.2 - 5.5 must be clearly identified and tabbed in the submitted proposal.

#### **5.1 Proposal Format**

The City discourages overly lengthy and costly proposals; however, Contractors should follow the format set out herein and provide all of the information requested. For a proposal to be considered, Contractors must follow the instructions outlined in this RFP.

## **5.2 Transmittal Letter**

Proposals shall include a brief letter which provides the company's name; address of the main office and any branch offices; telephone and fax number for each office; name, title, telephone number, fax number and email address of the company's contact person for this project; a statement that the proposal is in response to this solicitation; and the signature, typed name and title of an individual who has actual authority to commit the Contractor to the proposal. The transmittal letter shall also include an acknowledgement of each RFP Addendum received (if applicable), and a statement that the cost proposal is valid for a minimum of ninety (90) days from the proposal opening date.

Proposals by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Proposals by partnerships must include the typed names and business address of all partners and the trade name of the company. The proposal must be signed by at least one general partner, whose signature must be witnessed. Proposals by corporations must include the typed name of the corporation, the State of incorporation, and the Principal Officer of the corporation. The proposal must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), and attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.

## **5.3 Understanding of the Project**

Contractors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project, and which illustrates how their methodology will serve to accomplish the work and meet the project schedule.

## **5.4 Qualification Statement**

Each proposal shall include, at minimum, the following information about the company:

1. The number of years the company has been in business providing these services.
2. The type of organization of the company. (i.e. Corporation, Partnership, Sole Proprietorship)
3. The names and titles of the company's principles.
4. Successfully completed projects
5. Five References with contact information

## **5.5 Conflict of Interest**

Each proposal shall include a conflict of interest statement indicating whether or not any principals in the company, their spouses, or their children are employed by the City, and whether or not the company or any individuals working on the contract have a possible conflict of interest, and, if so, the nature of that conflict.

To preserve the integrity of City employees and elected officials and to maintain public confidence in the RFP process, the City prohibits the solicitation or acceptance of anything of value by a City employee or elected official from any person seeking to initiate or maintain a business relationship with City departments, boards, commissions, and agencies.

## **Section 6 – Content of Proposals and Required Submissions**

- 6.1** All proposals must be typed. Any erasures or other changes in the bid unit prices or total price must be explained or noted over the signature of the Contractor and failure to do so may result in the rejection of your bid.
- 6.2** All proposals shall contain sections which organize the information that Contractors are required to submit, as provided below. Each section shall be clearly delineated with quick reference dividers.
- 6.3** The first section of the proposal shall contain information on the services to be provided by the Contractor relative to the services to be provided under this RFP. The successful Contractor shall demonstrate that it has the capacity to provide the services required herein for the duration of the term of the contract.
- 6.4** The second section of the proposal shall include the pricing proposal for each of the three proposal options detailed in Section 9.1, Scope of Work. The pricing proposal shall detail the annual cost and monthly cost for collection services for each proposal option. The pricing proposal shall detail the annual cost or “Unit Fee” for collection services as described in Section 10 of this RFP.
- 6.5** The third section of the proposal shall provide a detailed implementation plan describing the Contractor’s approach to facilitating a smooth transition for all the collection services. The plan must clearly describe the Contractor’s ability to implement the services in accordance with this Proposal.
- 6.6** The fourth section of the bid proposal shall contain a completed copy of each of following: 1) the non-collusion affidavit, 2) a price proposal summary sheet; 3) the signature sheet, and 4) a statement which clearly identifies any and all deviations or exceptions that the Contractor may be taking to the RFP.
- 6.7** The fifth section of the bid proposal shall contain the contractor’s proposed approach for integrating existing City of Harrisburg refuse and recycling collection personnel as Contractor employees.

- 6.8 The next section of the bid proposal shall contain information relative to the availability of the insurances.
- 6.9 The final section of the bid proposal shall contain any additional information that the Contractor believes is relevant and should be considered by the City. This may include, but is not limited to, a qualification statement demonstrating Contractor's experience in similar jobs or suggested service delivery alternatives that will improve the effectiveness of the refuse and recycling collection or lower the overall cost of the Contractor's proposal.

## **Section 7 - Evaluation Criteria and Process**

- 7.1 Financial stability of the Contractor. Evidence of Financial stability of the Contractor – All prospective Contractors shall include their most recent financial statements with their response.
- 7.2 Compliance with the essential minimum experience and qualifications of the Contractor.
- 1 Collection Experience: Demonstrated experience of company providing the requested or similar services to other jurisdictions. If the Contractor is a joint venture, demonstrated experience of parties working together will be required.
  - 2 Service Initiation/Transition Experience: Demonstrated experience of company's ability to implement new collection services and obligations that are similar to the Harrisburg services in comparable sized communities.
  - 3 Customer Service Systems: Demonstrated capabilities of customer services system's abilities to track and monitor contract compliance, quality of collection service, and call center responsiveness and to report data required by the Collection Agreement.
  - 4 Collection Approach: Reasonableness and reliability of the proposed collection methods (e.g., technology, equipment, and containers). How you will incorporate the new operation; reasonableness of productivity and operating assumptions (i.e., number of routes, route drivers, route hours, stops per route, and other operating statistics), if applicable; and reasonableness of assumptions.
  - 5 Diversion Ability: The nature, reliability, and innovation of proposed diversion programs and potential of such programs to divert solid waste from landfill/incinerator disposal.
  - 6 Public Education & Promotion Program: Compatibility of the proposed education program, staffing level, and program ideas with the needs of the City and the requirements of the Collection Agreement; and, the quality of public education samples relative to other Contractors.
  - 7 Customer Service: Compatibility of customer service approach and convenience, staffing levels, and training programs and capabilities of the call center and customer service software system with the needs of the City and

the Collection Agreement, which will demonstrate customer satisfaction with established service levels.

- 8 Implementation Plan: Reasonableness of implementation schedule and ability to meet deadlines (e.g., reasonableness of equipment procurement schedules, implementation staffing levels, new corporation or maintenance yard development, and contingency plans).
- 9 Employee Transition: Contractor's proposed plan to integrate existing City of Harrisburg refuse and recycling collection personnel as Contractor employees.
- 10 Contractor Reasonableness of Cost Proposals: Logical relationship between proposed costs and operation assumptions.
- 11 Value to City of Harrisburg: The level of value provided given the relative cost for that service.

**7.3** Compliance with the essential minimum experience and qualifications of the project team members: Include a brief history of the firm including staff's experience and resumes and accomplishments that are relevant to the scope of work stated in this proposal.

**7.4** Evidence of sufficient levels of insurance coverage.

**7.5** Particular attention will be given to experience with governmental employers in the Commonwealth of Pennsylvania and compliance with environmental regulations.

## **Section 8 - Background and Current Operations**

### **8.1 Summary of City of Harrisburg Refuse and Recycling Accounts**

The population of the City of Harrisburg is estimated to be 49,528 with approximately 20,605 occupied housing units (2010 U.S. Census). The City of Harrisburg currently provides municipal-based refuse, recycling, and yardwaste collection for single-family residential, multi-family residential and commercial customers. The current collection services are summarized below:

#### **1. Residential Refuse/Recycling Collection**

- a. The refuse service allows residential customers to place at the curb an unlimited amount of household refuse in traditional collection cans and bags once a week for collection. Refuse collection cans are provided by the customer and should not exceed 33 gallons in capacity.
- b. Refuse is collected at the curb and in alley ways that service row homes.
- c. The collection routes are divided geographically with pickups scheduled Monday through Friday.
- d. Residential recycling is collected on the day of scheduled refuse collection.

- e. Resident's may schedule bulk item/white goods removal as needed for between \$10 and \$25 per item, depending on the item.
2. **Multi-family Residential**
    - a. The refuse service allows multi-family residential customers to place at the curb an unlimited amount of household refuse in traditional collection cans and bags once a week for collection.
    - b. The collection routes are divided geographically with pickups scheduled Monday through Friday.
    - c. Multi-family property owners can elect up to six refuse/recycling pickups per week.
    - d. For multi-family properties that do not utilize the City's dumpster service, account holders are billed the single family collection and disposal rate for each unit in the multi-family complex.
    - e. Resident's may schedule bulk item/white goods removal as needed for between \$10 and \$25 per item, depending on the item.
  3. **Commercial Refuse/Recycling Collection**
    - a. For commercial customers outside the Harrisburg Central Business District (CBD), the City collects refuse and recycling once per week. Account holders are responsible for providing their own 33 gallon receptacles.
    - b. Commercial customers in the CBD receive daily service Monday through Saturday.
  4. **Dumpster Services**
    - a. Multi-family and commercial account holders whose property is equipped with the space necessary to house a dumpster may utilize the dumpster service for weekly collection.
  5. **City Events**
    - a. The City collects refuse and recycling for the following City events, festivals, and City holidays:
    - b. ArtsFest (Memorial Day)
    - c. July 4th Celebration
    - d. Kipona Art Fest (Labor Day Weekend)
    - e. A total of four Health Fairs in various parks & playgrounds throughout the City
    - f. St. Patrick's Day parade
    - g. Holiday Parade
    - h. New Year's Eve
  6. **City Facilities and Parks**
    - a. Refuse and recycling collection is provided at the following facilities.
    - b. One 8 yard dumpster is collected daily, Monday through Friday, at the City Government Center located at 10 N. 2nd ST.
    - c. One 4 yard dumpster is collected daily, Monday through Friday, and the Public Safety Building located at 123 Walnut St.
    - d. One 4 yard dumpster is collected once per week at the Public Works Garage located at 1690 S 19th St.

- e. One 6 yard dumpster is collected once per week at the City Traffic/Sign Shop, located at 1690 S 19th St.

**7. Street Level Refuse and Recycling**

- a. The City currently collects refuse once per week from approximately 135 street level refuse containers (34 gallons each) which produce approximately 2.5 tons of refuse per month. The City will continue to collect refuse and recycling from street level containers.

**8. Parkland Refuse and Recycling**

- a. The City collects refuse once per week from approximately 135 parkland refuse receptacles (34 gallons each) and 85 parkland recycling receptacles (34 gallons each), generating approximately 2.5 tons and 0.8 tons of waste per month respectively. The City will continue to collect parkland refuse and recycling containers.

**9. Expectations of Service**

- a. The selected Contractor will be expected to provide these services, unless otherwise noted, at the current level and frequency of service, though the City will continue the practice of collecting refuse from parkland refuse containers and street level refuse containers. The Contractor may elect to add additional/optional levels of service that it believes will improve services to Customers.

**8.2 Current Billing Process**

The City currently bills for Water, Sewer, and Solid Waste. The City will continue to bill for refuse and collection and disposal.

**8.3. Current Rates and Accounts**

Residential and commercial customers are billed on a monthly basis. As of January 1, 2013, the monthly refuse/recycling charges by type of account are as follows:

**1. Residential**

- a. Single family residential customers are currently charged \$13 for refuse/recycling collection and \$19.34 for disposal costs, for a total monthly cost of \$32.34.
- b. Multi-family residential customers are currently charged \$13 for refuse/recycling collection and \$19.34 for disposal costs, for a total monthly cost of \$32.34, for each multi-family unit.
- c. Multi-family account holders may also elect to utilize the City dumpster service if adequate space is available in the property to house a dumpster.
- d. For purposes of this RFP, multi-family properties are considered to be any residential property equipped with between two and four distinct housing units.
- e. The City of Harrisburg currently services approximately 15,330 Residential accounts, and approximately 22,600 Residential units. Approximately 13,350 accounts are single family accounts consisting of one Residential Unit. There are approximately 1,600 residential

accounts consisting of between two and four Residential Units. Approximately 260 residential accounts consist of the between five and 296 units, which, for purposes of this RFP, will be considered as commercial properties.

**2. Commercial**

- a. The City currently services approximately 1,400 commercial accounts. Approximately 240 commercial accounts are serviced by private refuse haulers.
- b. The following table summarizes the current monthly rate structure for commercial accounts:

|                    |              | <b>COMMERCIAL RATE STRUCTURE</b>  |                 |                 |                 |                 |                 |
|--------------------|--------------|-----------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <b>Cubic Yards</b> |              | <b>Pick-up Frequency Per Week</b> |                 |                 |                 |                 |                 |
|                    |              | <b>1</b>                          | <b>2</b>        | <b>3</b>        | <b>4</b>        | <b>5</b>        | <b>6</b>        |
| <b>1</b>           | Collection   | \$ 34.25                          | \$ 68.50        | \$102.75        | \$137.00        | \$171.25        | \$205.50        |
|                    | Disposal     | \$ 42.68                          | \$ 65.32        | \$ 88.00        | \$110.68        | \$133.32        | \$156.00        |
|                    | <b>TOTAL</b> | <b>\$ 76.93</b>                   | <b>\$133.82</b> | <b>\$190.75</b> | <b>\$247.68</b> | <b>\$304.57</b> | <b>\$361.50</b> |
| <b>2</b>           | Collection   | \$ 67.00                          | \$133.75        | \$200.75        | \$267.50        | \$334.50        | \$401.50        |
|                    | Disposal     | \$ 66.68                          | \$102.68        | \$138.68        | \$174.68        | \$211.04        | \$246.68        |
|                    | <b>TOTAL</b> | <b>\$133.68</b>                   | <b>\$236.43</b> | <b>\$339.43</b> | <b>\$442.18</b> | <b>\$545.54</b> | <b>\$648.18</b> |
| <b>3</b>           | Collection   | \$ 97.00                          | \$191.75        | \$290.75        | \$387.75        | \$484.50        | \$581.50        |
|                    | Disposal     | \$112.00                          | \$168.00        | \$224.00        | \$280.00        | \$336.00        | \$392.00        |
|                    | <b>TOTAL</b> | <b>\$209.00</b>                   | <b>\$359.75</b> | <b>\$514.75</b> | <b>\$667.75</b> | <b>\$820.50</b> | <b>\$973.50</b> |

### 3. Dumpster/Roll Off Services

a. The following schedule summarizes the current monthly rate structure for roll-off dumpster service.

|             |            | ROLL-OFF DUMPSTER SERVICE RATE STRUCTURE |          |          |            |            |            |
|-------------|------------|--|----------|----------|------------|------------|------------|
| Cubic Yards |            | Pick-up Frequency Per Week               |          |          |            |            |            |
|             |            | 1  | 2        | 3        | 4          | 5          | 6          |
| 1           | Collection | \$ 54.25                                 | \$108.00 | \$161.50 | \$ 215.00  | \$ 268.50  | \$ 322.00  |
|             | Disposal   | \$ 66.68                                 | \$102.68 | \$138.68 | \$ 174.68  | \$ 210.68  | \$ 246.68  |
|             | TOTAL      | \$120.93                                 | \$210.68 | \$300.18 | \$ 389.68  | \$ 479.18  | \$ 568.68  |
| 2           | Collection | \$ 78.50                                 | \$157.00 | \$234.50 | \$ 312.00  | \$ 390.00  | \$ 469.00  |
|             | Disposal   | \$ 96.00                                 | \$145.32 | \$194.68 | \$ 244.00  | \$ 293.32  | \$ 342.68  |
|             | TOTAL      | \$174.50                                 | \$302.32 | \$429.18 | \$ 556.00  | \$ 683.32  | \$ 811.68  |
| 3           | Collection | \$ 94.25                                 | \$188.00 | \$281.50 | \$ 375.00  | \$ 468.50  | \$ 562.00  |
|             | Disposal   | \$100.00                                 | \$149.32 | \$198.68 | \$ 248.00  | \$ 297.32  | \$ 346.68  |
|             | TOTAL      | \$194.25                                 | \$337.32 | \$480.18 | \$ 623.00  | \$ 765.82  | \$ 908.68  |
| 4           | Collection | \$119.00                                 | \$237.50 | \$355.50 | \$ 473.50  | \$ 592.00  | \$ 710.50  |
|             | Disposal   | \$109.32                                 | \$165.32 | \$221.32 | \$ 277.32  | \$ 333.32  | \$ 389.32  |
|             | TOTAL      | \$228.32                                 | \$402.82 | \$576.82 | \$ 750.82  | \$ 925.32  | \$1,099.82 |
| 5           | Collection | \$136.00                                 | \$271.50 | \$406.50 | \$ 542.00  | \$ 677.00  | \$ 812.50  |
|             | Disposal   | \$122.68                                 | \$185.32 | \$248.00 | \$ 310.68  | \$ 373.32  | \$ 436.00  |
|             | TOTAL      | \$258.68                                 | \$456.82 | \$654.50 | \$ 852.68  | \$1,050.32 | \$1,248.50 |
| 6           | Collection | \$161.25                                 | \$322.00 | \$482.50 | \$ 643.00  | \$ 803.50  | \$ 964.00  |
|             | Disposal   | \$136.00                                 | \$205.32 | \$274.68 | \$ 344.00  | \$ 413.32  | \$ 482.68  |
|             | TOTAL      | \$297.25                                 | \$527.32 | \$757.18 | \$ 987.00  | \$1,216.82 | \$1,446.68 |
| 7           | Collection | \$186.50                                 | \$373.00 | \$558.50 | \$ 744.50  | \$ 930.50  | \$1,117.00 |
|             | Disposal   | \$162.68                                 | \$245.32 | \$328.00 | \$ 410.68  | \$ 493.32  | \$ 576.00  |
|             | TOTAL      | \$349.18                                 | \$618.32 | \$886.50 | \$1,155.18 | \$1,423.82 | \$1,693.00 |

#### 8.4 Summary of Residential Accounts

The following table summarizes the number of single family and multi-family residential refuse accounts currently serviced by the City of Harrisburg.

|  | Number of Accounts | Percent of Total |
|--|--------------------|------------------|
| Single Family Residential Accounts (1 Residential Unit)          | 13,375             | 87.9%            |
| Multi-Family Residential Accounts (2 - 4 Residential Units)      | 1,588              | 10.4%            |
| Multi-Family Residential Accounts (5 - 15 Residential Units)     | 219                | 1.4%             |
| Multi-Family Residential Accounts (15 Residential Units & Above) | 41                 | 0.3%             |
| <b>Total Residential Accounts</b>                                | <b>15,223</b>      | <b>100.0%</b>    |

#### 8.5 Summary of Commercial Accounts

The following table summarizes the number of commercial accounts currently serviced by the City of Harrisburg.

| Refuse Container          | NUMBER OF ACCOUNTS PER WEEKLY PICK-UP FREQUENCY |           |           |          |           |           | Grand Total  |
|---------------------------|---|-----------|-----------|----------|-----------|-----------|--------------|
|                           | 1/Week  | 2/Week    | 3/Week    | 4/Week   | 5/Week    | 6/Week    |              |
| 1 Cubic Yard Dumpster     | 1,098   | 25        | 10        | 1        | 15        | 9         | 1,158        |
| 2 Cubic Yard Dumpster     | -   | 3         | 4         | 1        | 5         | 2         | 15           |
| 3 Cubic Yard Dumpster     | 13  | 2         | -         | 2        | 2         | 2         | 21           |
| Standard Refuse Container | 199   | -         | -         | -        | -         | -         | 199          |
| <b>Grand Total</b>        | <b>1,310</b>                                    | <b>30</b> | <b>14</b> | <b>4</b> | <b>22</b> | <b>13</b> | <b>1,393</b> |

**8.5 Summary of Dumpster Accounts**

The following table summarizes the number of Dumpster accounts currently serviced by the City of Harrisburg.

| Number of Dumpsters | Cubic Yards per Dumpster | NUMBER OF ACCOUNTS PER WEEKLY PICK-UP FREQUENCY |           |           |          |           |          | Grand Total |
|---------------------|--------------------------|---|-----------|-----------|----------|-----------|----------|-------------|
|                     |                          | 1/Week  | 2/Week    | 3/Week    | 4/Week   | 5/Week    | 6/Week   |             |
| 8                   | 8                        | 1   |           |           |          |           |          | 1           |
| 5                   | 8                        | 1   |           |           |          |           |          | 1           |
| 4                   | 8                        | 1   | 1         |           |          |           |          | 2           |
| 9                   | 8                        | 1   |           |           |          |           |          | 1           |
| 1                   | 1                        | 13  | 4         |           | 1        | 1         | 1        | 20          |
| 1                   | 2                        | 127   | 36        | 6         | 2        | 2         | 1        | 174         |
| 1                   | 3                        | 23  | 7         |           |          | 1         |          | 31          |
| 1                   | 4                        | 45  | 7         | 5         |          | 6         | 1        | 64          |
| 1                   | 5                        | 4   | 2         | 1         | 1        |           |          | 8           |
| 1                   | 6                        | 46  | 10        | 9         |          | 2         | 2        | 69          |
| 1                   | 8                        | 30  | 5         | 1         |          |           | 1        | 37          |
| 7                   | 1                        |   | 1         |           |          |           |          | 1           |
| 6                   | 8                        | 1   |           |           |          |           |          | 1           |
| 10                  | 4                        | 1   |           |           |          |           |          | 1           |
| 3                   | 4                        |   |           |           |          |           | 2        | 2           |
| 3                   | 6                        | 1   |           | 1         |          |           |          | 2           |
| 3                   | 8                        | 1   |           |           |          |           |          | 1           |
| 2                   | 4                        | 1   |           |           |          |           |          | 1           |
| 2                   | 5                        | 1   |           |           |          | 1         |          | 2           |
| 2                   | 6                        | 2   |           |           |          |           |          | 2           |
| 2                   | 8                        | 13  |           |           |          |           |          | 13          |
| <b>73</b>           | <b>115</b>               | <b>313</b>                                      | <b>73</b> | <b>23</b> | <b>4</b> | <b>13</b> | <b>8</b> | <b>434</b>  |

## 8.6 Tonnage

The following table summarizes the average monthly tonnage collected within the City of Harrisburg over from 2009 through 2011.

|                                | Jan          | Feb          | Mar          | Apr          | May          | Jun          | Jul          | Aug          | Sep          | Oct          | Nov          | Dec          | TOTAL         |
|--------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Trash (in tons)                | 2,106        | 1,905        | 2,280        | 2,284        | 2,230        | 2,506        | 2,198        | 2,481        | 2,406        | 2,280        | 2,382        | 2,273        | 27,330        |
| Recycling (in tons)            | 101          | 96           | 120          | 110          | 108          | 114          | 110          | 121          | 112          | 103          | 103          | 106          | 1,302         |
| Sidewalk receptacles (in tons) | 5            | 5            | 5            | 6            | 6            | 6            | 6            | 6            | 6            | 5            | 5            | 5            | 66            |
| Bulk (in tons)                 | 35           | 4            | 19           | 47           | 50           | 131          | 107          | 93           | 29           | 108          | 41           | 32           | 695           |
| <b>TOTAL</b>                   | <b>2,247</b> | <b>2,009</b> | <b>2,425</b> | <b>2,447</b> | <b>2,393</b> | <b>2,756</b> | <b>2,420</b> | <b>2,701</b> | <b>2,552</b> | <b>2,497</b> | <b>2,532</b> | <b>2,417</b> | <b>29,393</b> |

## Section 9 – Terms and Conditions

### 9.1 Scope of Work

Each Contractor shall submit three proposal options for consideration by the City. The services to be included in each proposal option are as follows:

- Option 1 shall include weekly residential refuse and recycling collection for single-family homes only.
- Option 2 shall include a minimum of weekly collection for multi-family homes and commercial accounts only. For purposes of this RFP, multi-family homes shall be considered as any Residential Property consisting of between two and four units. Any Residential Property housing five units or more shall be considered Commercial.
- Option 3 shall include all residential, multi-family and commercial refuse and recycling collection in the City of Harrisburg.

Each proposal option shall include Refuse and Oversize Item Collection, Recycling Collection, Municipal Building Collection Services, and Community Event Waste and Recycling Collections Services.

Each proposal option shall also include customer service for the services included in each of the three Options.

The following information summarizes the services to be provided under each proposal option:

#### 1. Single Family and Multi-Family Residential Refuse/Recycling Collection

- a. Residential refuse shall be collected weekly. Residents may place up to six bags/refuse containers at the curb per unit, if properly packaged in containers and/or standard garbage bags that do not exceed 30 pounds per bag/container.
- b. During each weekly collection, residents shall be permitted to place up to two Oversized Items or White Goods at the curb for collection

at no additional charge, providing the total number of bags/containers and Oversized Items placed at the curb does not exceed six.

- c. Residents shall be permitted to place unlimited recycling at the curb in standard 14 gallon recycling containers or recyclable bags. Currently, residents purchase standard 14 gallon recycling containers from the City of Harrisburg at a cost of \$5 each. The City will continue to distribute the recycling containers in its possession; however, the selected Contractor will be responsible for making recycling containers available to residents at a reasonable cost after the City has distributed the recycling containers in its possession. The City of Harrisburg will work with the Contractor to mutually develop a plan to distribute recycling containers in an effort to increase the incidence of recycling in the community. The following information summarizes the requirements for collection of Recyclable materials: Aluminum, Clear Glass, Colored Glass, Steel Cans, Plastics, and Newsprint shall be collected once per week on the same day as Refuse.
- d. Yard Waste shall be collected bi-weekly between April 1 and mid-October on 14 collection dates each year. Yard Waste shall not be collected unless placed in Yard Waste Bags. Brush, limbs, tree trunks, and the like shall be tied with biodegradable twine in easily handled bunches which shall not exceed four (4) feet in length and thirty (30) pounds in weight. Neither bags nor bundles of Yard Waste require an Extra Service Tag. Residents will be responsible for purchasing standard Yard Waste Bags.
- e. White Goods and Tires shall be collected twice per year. White Goods and Tires shall not be collected unless each is marked with the proper Extra Service Tag.
- f. Leaves shall be collected between mid-October and mid-December by the Contractor on four (4) days to be established by the City. No Extra Service Tags are required for the special Leaf Collection.
- g. Christmas Trees shall be collected on one (1) day in January each year. No Extra Service Tag is required for the special Christmas Tree collection.
- h. No collection services shall be provided under this Contract for Unacceptable Waste, Household Hazardous Waste, Special Handling Waste, Construction/Demolition Waste, Nonprocessable Waste, Putrescible Waste or Uncompactible Waste.
- i. The Contractor may by contract or other special arrangement with a Customer agree to collect Contract Waste and Recyclable Materials at a location other than Curbside. Such contracts or special arrangements shall be provided to Customers on a uniform basis and at a reasonable cost. The City shall have no responsibility or obligation with respect to any such contract or special arrangement.

**2. Commercial Refuse/Recycling Collection**

- a. Continue to provide a minimum of weekly refuse and recycling collection for commercial customers outside the Harrisburg Central Business District (CBD), with options available to customers to purchase more frequent weekly collection.
- b. Continue to provide refuse and recycling collection to commercial customers in the CBD Monday through Saturday.

**3. Extra Service Tags**

- a. During each weekly collection, residents shall be permitted to place up to two Oversized Items or White Goods at the curb for collection at no additional charge, providing the total number of bags/containers and Oversized Items and/or White Goods placed at the curb does not exceed six. The basic service provided to Customers is the collection of six (6) Refuse Containers per week, including up to two Oversized Items, and the following Recyclable Materials: Aluminum, Clear Glass, Colored Glass, Steel Cans, Plastics, and Newsprint, Leaves, Yard Waste and Christmas Trees. Customers who need additional collection services for White Goods, Oversized Refuse Items, Tires, or Extra Refuse Containers may purchase Extra Service Tags from the City as cost to be defined by the City.

**4. Municipal Building Collection Requirements**

- a. The Contractor shall provide, at no charge, refuse/recycling containers and collection services at the following Public Buildings:
- b. One 8 yard dumpster shall be collected daily, Monday through Friday, at the City Government Center located at 10 N. 2nd ST.
- c. One 4 yard dumpster shall be collected daily, Monday through Friday, at the Public Safety Building located at 123 Walnut St.
- d. One 4 yard dumpster shall be collected once per week at the Public Works Garage located at 1690 S 19th St.
- e. One 6 yard dumpster shall be collected once per week at the City Traffic/Sign Shop, located at 1690 S 19th St.

**5. Community Event Waste & Recycling**

- a. The awarded Contractor shall provide waste & recycling collection services at community events. City events may include:
- b. ArtsFest (Memorial Day) Sponsored by the Greater Harrisburg Arts Council
- c. July 4th Celebration
- d. Kipona Art Fest (Labor Day Weekend)
- e. A total of four Health Fairs in various parks & playgrounds throughout the City
- f. St. Patrick's Day parade
- g. Holiday Parade (December)
- h. New Year's Eve

**6. Public Education**

- a. The awarded Contractor may also be allowed to provide an educational or informational booth/display to promote recycling at a City sponsored event, up to three (3) times per year.

**7. Collection and Disposal of Waste**

- a. The awarded Contractor shall provide for the collection and transportation of all residential refuse from the City of Harrisburg to the Harrisburg Resource Recovery Facility (HRRF) located at 1670 S. 19th Street, Harrisburg, PA 17104, and the collection, transportation and disposal (or sale) of all recycling at the facilities mutually agreed upon by the City and the awarded Contractor. The awarded Contractor shall be the agent of the City to provide the disposal of waste.
- b. The Contractor shall pay disposal costs directly to the operator of the Harrisburg Resource Recovery facility. It is anticipated that during the disposal fee will be set at 1.90 per ton during the life of this contract.

**9.2 Collection Procedures**

The selected Contractor shall adhere to the following collection procedures; however, Contractors are encouraged to propose alternatives that will increase or enhance service levels and/or decrease collection costs to residents and businesses.

**1. Curbside Collection Requirements Point of Collection**

- a. The collection of solid waste materials will occur at the curbside of each residence or in the alley way in the case of row homes. Currently, it is estimated that approximately 13,000 collection points are in located in City alley ways.
- b. The Contractor shall be responsible for collecting any refuse and or recyclable materials which overflow from proper receptacles in and about the receptacle collection area.
- c. The City requires all Solid Waste to be collected no earlier than 5:00 a.m. and shall be complete by 5:00 p.m. on scheduled collection days. Monday – Friday on non-holiday weeks.

**2. Holiday Weeks**

- a. In weeks when there is a designated National holiday, collections will be postponed by one day, and resume the next following day, with each successive day collected on the next following day, with all stops collected by the end-of-business on the Saturday of that week. For each proposal the Contractor will resume a normal collection schedule in the week following a holiday.
- b. National holidays observed by the City of Harrisburg are as follows: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.

- c. Normal weekly collection schedules will be observed for Martin Luther King Day and Veteran's Day, the day after Thanksgiving, and Christmas Eve (even though City Administrative offices are closed for these holidays).

**3. Frequency of Service**

- a. The current City collection system is based on a five-day-a-week service, though multi-family and commercial accounts can elect up to six collection days per week, depending on volume.
- b. Contractors wishing to submit any other alternate proposal for a collection day schedule which differs from the schedule listed above may do so. Options the City may consider could include:
- c. Double pickup day scheduled after a holiday,
- d. Collections of all stops on one day of the week,
- e. Collections of all stops on two days of the week.
- f. These options would only be considered by the City if there were to be a significant saving in the overall contract costs.

**4. Collection Time Exceptions**

- a. The Contractor may request a "Severe Weather" exemption provided the request is received by the Public Works Director a minimum of twelve (12) hours prior to the requested Collection postponement.
- b. Upon postponement, Collection will be made on a day agreed upon between the Contractor and the City. In addition, customer notification procedures will be agreed upon by the Contractor and the City but will generally be the responsibility of the Contractor.

**5. Missed Collections**

- a. The Contractor shall pick up all missed Collections on the same day the Contractor receives notice of a Missed Collection, provided notice is received by the Contractor before 11:00 a.m. on the collection day.
- b. With respect to all notices of a missed Collection received after 11:00 a.m. on the collection day, the Contractor shall pick up that missed Collection before 10:00 a.m. on the following business day.
- c. If the Contractor determines that the collection of Solid Waste cannot begin until after 5:00 a.m. of a given day, the Contractor shall notify the City by 7:00 a.m. that same day or if the Contractor determines that the collection of Solid Waste materials will not be completed by 5:00 p.m. on a given day, the Contractor shall notify the City on that same day and request an extension of the Collection hours.
- d. The Contractor shall inform the City of the areas not completed, the reason for non-completion and the expected time of completion. If the Public Works Director or his/her designee cannot be reached, the Contractor will contact the Business Administrator's office.

**6. Procedures for Special Pickup Collection**

- a. Upon the resident or businesses request, the Contractor's supervisor will perform an estimate of the cost of collection.

- b. All materials must be placed outside of the home but not at the curb 24 hours in advance of the regular collection day.
- c. Once the Contractor conducts an estimate, the resident will be contacted by the Contractor with the estimate. If the resident agrees to the cost for the collection, the residents will pay the Contractor in advance (payment options may include check or credit card); however the Contractor's driver or collectors will not be able to accept payment at the time of the collection.
- d. Once payment has been received the items should be placed at the curb and the collection of the items will be scheduled for pickup on the homes regular collection day. Residents may opt to pay an additional fee for collection on a day other than the regular collection day.

**7. Other Services**

- a. The Contractor may provide disposal services other than those described in this RFP for all types of refuse material over and above the two cubic yard limit.
- b. Rates for the collection of loose material and or containerized material shall follow a pre-established schedule and each Contractor shall provide their current rates for bulk items with their proposal submittal.
- c. The Contractor shall, upon request of the resident, furnish to any resident an estimate for the cost of removal of such materials, at a rate per cubic yard or by means of a 2, 8, 15 or 20 yard container. Container services may be billed by the Contractor.

**8. Non-Targeted Materials**

- a. If the Contractor determines that a resident/business has set out Non-Targeted Recycling Materials, the driver shall use the following procedures:
  - i. The driver shall leave the Non-Targeted Materials at the resident's curbside and leave an "education tag" indicating acceptable materials and the proper method of preparation.
  - ii. The driver shall record the address and the Contractor shall report the address to the City during the given collection day.
  - iii. If this procedure for handling Non-Targeted Materials is not feasible for automated Collection systems, the Contractor must so specify and explain, as part of their proposal, alternative public education methods to maintain and improve quality of recyclable materials set out by City residents.

**9.3 Personnel Requirements**

- 1. The Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this RFP.
- 2. The Contractor will provide a Route Supervisor to oversee the route drivers servicing the City. The Route Supervisor will be on duty, at a minimum,

- Monday through Friday from 8:00 a.m. to 4:00 p.m. and be able to dispatch a customer service representative if required.
3. The Route Supervisor will be available to address customer complaints each day.
  4. The Contractor shall provide a 24-hour answering service line to receive calls.
  5. Contractor's personnel will be trained both in program operations and in customer service and ensure that all personnel maintain a positive attitude with the public and in the work place and shall:
    - a. Conduct themselves at all times in a courteous manner and use no abusive language.
    - b. Perform their duties in accordance with all existing laws and ordinances.
    - c. Be clean and presentable in appearance.
    - d. Wear a uniform.
    - e. Drive in a safe and considerate manner.
    - f. Manage Curbside Collection Containers in a careful manner so as to avoid spillage and littering or damage to Carts.
    - g. Monitor for any spillage and be responsible for cleaning up any litter or breakage, and avoid damage to property.
    - h. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.
  6. It is intended that the Contractor shall furnish all equipment, labor, materials and supplies, and perform all the work necessary to complete such contract as may be entered into, except as otherwise specified herein.
  7. All material collected in accordance with the terms hereof shall become the property of the Contractor as soon as it is picked up or otherwise placed in the Contractor's vehicle.

#### **9.5 Customer Complaints**

1. Customer complaints which are received by the City will be forwarded to the Contractor.
2. All Complaints will be addressed within 24-hours of notification. The Contractor is responsible for corrective actions and shall answer all complaints courteously and promptly.
3. Complaints which are not resolved by the Contractor shall be forwarded to the Public Works Director who will have the authority to make a final decision to resolve the issue. City enacted legislation may result in holding the contractor accountable for resolving the issue.
4. The Contractor shall provide the City with a quarterly report that includes a list of complaints received and how each complaint was resolved.

#### **9.6 Cleanup of Spillage or Blowing Litter**

1. The Contractor shall clean up any material spilled or blown during the course of Collection and/or hauling operations.

2. All Collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage.
3. All materials shall be transported in a covered vehicle so that the materials do not drop or blow onto any public street or private property during transport.

**9.7 Ownership of Recyclable Materials & Recyclable Material required to be transported to Markets**

1. All recyclable materials within the City boundaries shall be the property of the City. It shall be unlawful for anyone other than the original owner of the recyclable material who placed it at the curb for pickup, or the Contractor, to remove any article without permission of the city.
2. All recyclable material collected in accordance with the terms hereof shall become and be the property of the Contractor as soon as the same is picked up or otherwise placed in the Contractor's vehicle. Contractor shall have a contractual obligation to see that all recyclable material collected is properly processed and marketed. No collected recyclable material shall be land filled or incinerated unless advance authorization to do so is given by the City. Any and all costs associated with the disposal of recyclable materials shall be the responsibility of the Contractor.
3. The City's Contractor shall deliver the designated recyclables to a licensed Material Recovery Facility (MRF), or to an end-market for sale or reuse, or to an intermediate collection center for later delivery to a MRF or end-market.
4. MRFs must be specified: The Contractor shall assure the City that adequate recyclable material processing capacity will be provided for material collected in the City.
5. The proposals must clearly specify the locations of its recyclables processing facility or sub-Contractor's facility where material collected from the City will be delivered.
6. The Contractor shall provide written notice to the City at least 90 days in advance of any change in these or subsequent plans for receiving and processing recyclable materials collected from the City.

**9.11 Lack of Adequate Market Demand**

1. In the event that the market for a particular recyclable material ceases to exist, or becomes economically depressed that it becomes economically unfeasible to continue collection, processing and marketing of that particular recyclable material, the City and the Contractor may negotiate whether or not to continue collecting such item before collection ceases.
2. The Contractor shall give the City as much notice as possible, in writing, about the indications of such Market condition changes.
3. The City and Contractor shall agree on a date in a written Contract amendment to cease Collection of the recyclable item in question.

4. The Contractor shall at all times be under a duty to minimize the quantity of recyclable materials disposed in a landfill, incinerator or other facility receiving mixed municipal solid waste.
5. If disposal of any recyclable commodity becomes necessary, upon receiving written permission from the City, the Contractor shall dispose of the recyclable materials at a facility specified in writing by the City or an alternative agreed upon by the City and the Contractor.
6. The Contractor shall incur all costs for transporting and disposing of said recyclable material.

#### **9.12 Publicity, Promotion and Education**

1. In an effort to increase Recycling participation and improve compliance with City-specified resident preparation instructions, the Contractor shall publish and distribute via mail a public education brochure upon the initial award of a contract. The flyers may be requested to be resent every two years or after any major changes in collections procedures occur.
2. The Contractor shall submit a draft of any public education literature for approval by the City, at least one month before printing and distribution of any such literature.
3. In addition, prospective Contractors are encouraged to specify other public education tools that they are willing to provide e.g., recycling information printed in other languages, recycling education materials targeted for a specific neighborhood or targeting a specific material type, etc.
4. As part of this proposal, prospective Contractors shall provide examples of public education materials they have developed for other municipalities.
5. The Contractor shall produce "resident education tags" to be left by curbside Collection crews if any Non-recyclable material is rejected and left at the curb. The Contractor shall submit a draft of the tags for approval by the City, at least one month before printing.

#### **9.13 City Retains Right to Specify Resident Preparation Instructions**

1. The City has the sole right to clearly specify the resident sorting requirements.
2. The City will also maintain the right to establish setout requirements.

#### **9.14 Annual Performance Review Meeting**

1. Upon receipt of the Contractors annual report the City and the Contractor shall schedule an annual meeting.
2. The objectives of this annual meeting will include, but not be limited to, the following:
3. Review Contractor's annual report, including trends in recovery rate and participation.
4. Review efforts the Contractor has made to expand Markets for recyclable materials.
5. Review Contractor's performance.

6. Review Contractor's recommendations for improvement to the City's recycling program, including enhanced public education and other opportunities.
7. Review City staff recommendations for Contractor's service improvements.
8. Discuss other opportunities for improvement during the remainder of the Contract.

#### **9.15 Collection Implementation Plan**

1. The Contractor shall provide a detailed implementation plan describing the Contractor's approach to facilitating a smooth transition for all the collection services. The plan must clearly describe the company's ability to implement the services in accordance with this Proposal. This description should include, but not be limited to:
  - a. A timeline showing the duration and completion date of major milestone events such as:
    - i. Plan regarding the participation of City staff.
    - ii. Expectation of cooperation with City staff regarding routing, billing and other factors.
    - iii. Identification of common problems that can occur in service initiation and strategies for preventing or managing such problems.
    - iv. Service frequency.
    - v. Contingency plans for all aspects of implementation.

#### **9.16 Monthly Reports**

1. On or before the fifteenth (15<sup>th</sup>) day of each month, the Contractor shall submit an original to the City of the Monthly Municipal Report, together with weight receipts, for all Contract Waste and Recyclable Materials collected in the City. The Monthly Municipal Report shall include complete information with respect to the preceding month, including the amounts of Contract Waste and of each Recyclable Material collected under this Contract. The weight receipts shall reflect the total weight of all Contract Waste and Recyclable Materials collected and disposed of during the preceding month. The form of the Monthly Municipal Report is attached as Attachment C to this RFP.

### **Section 10 - Contract Pricing & Payment Structure**

#### **10.1 Payments**

Payments shall be made monthly to the Contractor in an amount determined through the formulas detailed below. The Contractor shall prepare and file an invoice for each monthly payment. Monthly payments shall be paid within thirty (30) days of the City's receipt of a proper invoice. Payment of invoices will not be made until the required reports and weight receipts, as provided in Section 9.16, are received.

As full compensation for the complete performance of this Contract the Contractor shall be paid the amounts determined in accordance with the following:

**1. Terms**

|     |   |   |
|-----|---|---|
| ASF | = | Annual Service Fee  |
| BF  | = | Base Figure   |
| COF | = | Change Order Fee  |
| CPI | = | Consumer Price Index                                      |
| MI  | = | Monthly Installment                                       |
| UF1 | = | Unit Fee 1 from January 1, 2014 through December 31, 2014 |
| UF2 | = | Unit Fee 2 from January 1, 2015 through December 31, 2015 |
| UF3 | = | Unit Fee 3 from January 1, 2015 through December 31, 2015 |
| UF4 | = | Unit Fee 4 from January 1, 2016 through December 31, 2016 |
| UF5 | = | Unit Fee 5 from January 1, 2017 through December 31, 2017 |

**2. Payments**

Year 1:       $UF1 \times BF = ASF$   
                   $\frac{ASF}{12} = MI$   
                   $MI + COF \text{ (if any)} = \text{Payment to Contractor}$

Year 2:       $UF2 = UF1 + (UF1 \times CPI)$   
                   $UF2 \times BF = ASF$   
                   $\frac{ASF}{12} = MI$   
                   $MI + COF \text{ (if any)} = \text{Payment to Contractor}$

Year 3:       $UF3 = UF2 + (UF2 \times CPI)$   
                   $UF3 \times BF = ASF$   
                   $\frac{ASF}{12} = MI$   
                   $MI + COF \text{ (if any)} = \text{Payment to Contractor}$

Year 4:       $UF4 = UF3 + (UF3 \times CPI)$   
                   $UF4 \times BF = ASF$   
                   $\frac{ASF}{12} = MI$   
                   $MI + COF \text{ (if any)} = \text{Payment to Contractor}$

Year 5:       $UF5 = UF4 + (UF4 \times CPI)$

$$\begin{aligned}
 & \text{UF5} \times \text{BF} = \text{ASF} \\
 & \frac{\text{ASF}}{12} = \text{MI} \\
 & \text{MI} + \text{COF (if any)} = \text{Payment to Contractor}
 \end{aligned}$$

### 3. Fees and Base Figure

The annual fee per Collection Site shall be as follows:

- UF1: \$
- UF2: \$ To be Determined
- UF3: \$ To be Determined
- UF4: \$ To be Determined
- UF5: \$ To be Determined

- a. The Base Figure for the Contract shall be approximately 15,330 Single Family and Multi-Family Residential Collection Sites and/or approximately 1,400 Commercial sites, depending on the contract option.
- b. The Base Figure shall be adjusted on a quarterly basis each year of the contract term and any renewal period.
- c. The Base Figure will be determined in the sole but good faith discretion of the City on the basis of available records and, to the extent practicable, an actual count of Customers.
- d. The indices used for Consumer Price Index (CPI) will be based on the most currently available statistics. The Unit Fee for Year 2, Year 3, Year 4, and Year 5, and any extension years shall not be lower than the Unit Fee bid by the Contractor (Unit Fee for Year 1) regardless of index values.

### 4. Price for Renewal Terms

In the event that the City and the Contractor agree to renew this Contract for any of the optional renewal periods set forth in Section 3, the price for each such renewal period shall be based on the same terms and formulas used to determine Unit Fees for Years 2, 3, 4, and 5 as set forth above.

## 10.2 Changes

1. The City shall have the right to order reasonable changes to the scope of Work during the term of this Contract. No change to the Work will be implemented by the Contractor in the absence of a written change order received from the City. The Contractor agrees to negotiate in good faith toward agreement upon a Change Order Fee prior to the issuance of any written change order.

2. In the event that the City deems it in its best interest to issue a change order prior to the conclusion of, or in the absence of, agreement upon a Change Order Fee, the Contractor shall be obligated to perform the Work as changed. In any such event, the Contractor shall be entitled to the Contractor's increased costs plus a reasonable overhead and profit on any change order issued by the City and the Contractor shall submit a written claim (together with detailed itemization of the basis for such claim) for a Change Order Fee within thirty (30) days of the receipt of such change order. If the City does not accept the amount of the Change Order Fee submitted by the Contractor, the parties will attempt in good faith to negotiate the Change Order Fee, and in the absence of an agreement the Change Order Fee shall be determined by arbitration under the commercial arbitration rules of the Commonwealth of Pennsylvania American Arbitration Association. The results of said arbitration shall be final and binding upon both parties and either party may enter judgment on, and enforce an arbitration award.

### **Schedule A – General Conditions**

#### **1. Definitions and Headings**

- a. The Request for Proposal, the proposal, the notification of award and the purchase order (if any) and any subsequently signed contract documents, executed by both parties, if any, constitute the complete agreement between the parties (hereinafter the "Agreement"). References to the Agreement include these General Conditions. "City" or "City of Harrisburg" and "Contractor" are the parties identified as such in this Agreement. "Services" means the services identified in this Agreement as being the services to be performed by Contractor under this Agreement. The "Goods" means the equipment or items to be supplied by Contractor under this Agreement.
- b. All headings of the Articles of these General Conditions are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

2. **Precedence:** Where conflict exists between the Request for Proposal, the Contractor's Proposal and any other signed document, the terms of this Request for Proposal shall prevail unless specifically stated to the contrary in a subsequently signed contractual document.
3. **Availability of appropriated funds:** The parties agree that any and all payments due from the City as required under the terms of the Agreement are contingent upon the availability of appropriated funds.
4. **Taxes:** The City is exempt from all Federal excise and transportation taxes and Pennsylvania sales and use tax. The City's IRS Employer Identification Number

is 23-6002010. No exemption certificates are required and none will be issued. Nothing in this paragraph is meant to exempt a Contractor from the payment of sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used in connection with the performance of this contract.

5. **Warranty:** Contractor warrants to the City that work performed under this Agreement shall be done in a skilled manner and shall comply with industry standards. Contractor shall promptly re-perform Services after receiving notice from the City of defects or nonconformance with such standards.
6. **Indemnity:** Contractor agrees to indemnify and hold harmless the City, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens and judgments (including reasonable attorney's fees) of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent such damages, claims, suits, liens and judgments arise out of or result from performance of the Work or negligent acts or omissions of the Contractor, a SubContractor, or any individual working on behalf of or under the Contractor's supervision, and anyone directly or indirectly employed by any of them or anyone for whose acts, they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Furthermore, Contractor agrees to indemnify and hold harmless the City for any damages attributable to Contractor's failure to perform in accordance with the provisions of this Agreement.
7. **Force Majeure:** Neither party shall be liable for any failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires; floods; unusually severe weather; strikes or other labor disputes; embargos; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of Force Majeure.
8. **Termination for convenience:** The City reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Contractor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Contractor shall be compensated for Goods accepted or for Services performed in accordance with the provisions of this Agreement up to the effective date of the termination, less any payments previously made by the City for such Goods or Services, but in no event shall Contractor be entitled to recover loss of profits.
9. **Termination for Cause:** In the event that either the Contractor or the City defaults in the performance of any obligation specified herein, the non-defaulting

party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending the remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.

If during the term of this Agreement, Contractor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Contractor shall give the City written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the City, the City may terminate this Agreement immediately upon written notice thereof to Contractor.

10. **Notices:** All notices required under the Agreement resulting from the award of this RFP shall be in writing. Written notices shall be effective if delivered by hand, or if sent by registered or certified mail, by verified facsimile, or by confirmed courier to the address specified for each party in the Agreement. Any notice to the City shall also include a copy to the City Solicitor at the following address:

City of Harrisburg Law Bureau  
10 N. Second Street, Suite 402  
Harrisburg, PA 17101

11. **Time is of the essence:** Time is of the essence in the performance of this Agreement. In the event delivery of Goods or completion of Services is delayed, the City reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice, and to purchase substitute Goods or Services elsewhere and charge Contractor with any loss of additional cost incurred.
12. **Ownership of Work Product:** The City, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute and use in whole or in part any submitted report or written materials generated by the Contractor in the performance of this Agreement.
13. **Records, Audit and Inspection:** Contractor shall maintain such records as may be necessary to adequately reflect the accuracy of Contractor's charges and invoices for reimbursement under this Agreement and such other additional records as the City may reasonably require in connection with this Agreement. Contractor shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefrom. The City and its duly authorized representatives shall have the right, from time to time, and upon

reasonable notice, to audit, inspect and verify the records kept by Contractor in connection with this Agreement. The City and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Contractor's normal business hours, Contractor's production and related facilities utilized to perform its obligations under this Agreement.

14. **Assignment:** Contractor shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the City, such consent being at the unfettered discretion of the City. Any assignment consented to by the City shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.
15. **Publicity:** Neither Contractor nor any subcontractor shall use the name of the City of Harrisburg, or quote the opinion of any City employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the City.
16. **Compliance with laws:** In the performance of this Agreement, Contractor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related to Equal Employment Opportunity.
17. **Independent Contractor:** The employees, subcontractor, methods, facilities, and equipment used by Contractor shall be at all times under Contractor's direction and control. Contractor's relationship to the City under this Agreement shall be that of an independent Contractor, and nothing in this Agreement shall be construed to constitute Contractor, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, or partner of the City.
19. **Substance Abuse:** Contractor shall advise its employees and the employees of its subcontractors and agents that:
  - (a) It is the policy of the City of Harrisburg to provide a drug-free work environment. To that end the City prohibits the illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.
  - (b) Any employee of Contractor who is found in violation of the policy may be removed or barred from the work site at the discretion of the City.
20. **Governing Law and Venue:** This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to any choice of law provision, and venue for any legal dispute regarding the

interpretation of this Agreement shall be in the Dauphin County Court of Common Pleas.

21. **Contractor Certification:** Contractor certifies that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania or federal government, and if the Contractor cannot so certify, then it agrees to submit along with the bid a written explanation of why such certification cannot be made.

If the Contractor enters into subcontracts or employs under this Agreement any subcontractors or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of this Agreement or any extensions or renewals thereof, the City shall have the right to require the Contractor to terminate such subcontracts or employment, at no cost to the City. The Contractor agrees to reimburse the City for costs and expenses incurred due to the Contractor's noncompliance with the terms of this certification requirement.

22. **Severability:** The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

23. **Reservation of Rights:** Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination of this Agreement pursuant to the Articles herein entitled TERMINATION FOR CONVENIENCE and TERMINATION FOR CAUSE, shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination.

24. **Entire Agreement:** This Agreement (as defined in Section 1a. herein, contains the complete and entire Agreement between the parties and may not be altered or amended except in a writing executed by a duly authorized official of the City and by a duly authorized individual of the Contractor.

---- END OF GENERAL CONDITIONS ----

**NON-COLLUSION AFFIDAVIT**

Project/Contract No. \_\_\_\_\_

State of \_\_\_\_\_:

County of \_\_\_\_\_:

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company Name)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, Contractor or potential Contractor.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a Contractor or potential Contractor, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and  
(Company Name)

employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the  
(Company Name)

above representations are material and important, and will be relied on by  
The City of Harrisburg in awarding the contract(s) for which this bid is  
submitted. I understand and my firm understands that any misstatement in this  
affidavit is and shall be treated as fraudulent concealment from The City of  
Harrisburg of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
(Signature as Above)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(NOTARY PUBLIC)

MY COMMISSION EXPIRES

## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. § § 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Contractor who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Contractor with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

## Schedule B: Definitions

A. As used in this Contract, the following terms shall have the following meanings:

**“Aluminum”** - All food and beverage cans made of the light in weight, ductile and malleable metallic substance or element commonly known as aluminum. This description excludes aluminum foil, trays, plates, and miscellaneous aluminum products.

**“Annual Service Fee (ASF)”** - A factor in the formula for payments to the Contractor as described in Section 10.

**“Base Figure (BF)”** - The estimated number of Collection Sites as described in Section 10.

**“Change Order Fee (COF)”** - An adjustment to the payments to the Contractor for changes to the Work as described in Section 10.

**“City”** - City of Harrisburg, Pennsylvania.

“

**“Collection Site”** - The Curbside location for each Customer at which collection services are to be performed. Each Residential Unit and Eligible Commercial Establishment shall be a separate Collection Site.

**“Commencement Date”** - The date for the commencement of Work under this Contract as set forth in Section 2.

**“Commingled”** - Recyclable Materials (a) which have been segregated from Regulated Municipal Waste but which have not been separated into different types of Recyclable Materials and (b) which have been placed in a special Recycling Container for the purpose of collection.

**“Consumer Price Index Change” (“CPI”)** - The percent change to the Consumer Price Index, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for Philadelphia, Pennsylvania, Base Period 1982-84 = 100, for All Urban Consumers (CPI-U), for All Items, or similar successor index if such index is discontinued, as described in Section 10.

**“Contract Documents”** - The Invitation to Bid, Instructions to Bidder, Bid Form executed by the Contractor, Non-Collusion Affidavit, Performance Bond or Letter of Credit, Qualification Questionnaire, Certificate of Insurance, this Contract, and all Amendments and Addenda to any of the foregoing Documents, all of which are incorporated by reference into this Contract as though set forth in full.

**“Contract Waste”** - Those portions of Regulated Municipal Waste which are to be collected and disposed of under this Contract. Contract Waste consists exclusively of Refuse and Oversized Refuse Items.

**“Contractor”** - The Person providing Contract Waste and Recyclable Materials collection under this Contract.

**“County”** - The County of Dauphin, Pennsylvania.

**“Curbside”** - The correct location for the placement of Refuse Containers and Recycling Containers for the purpose of collection by the Contractor. The Curbside location for each Customer shall be (a) adjacent to the Residential Unit or Eligible Commercial Establishment and (b) no more than five (5) feet from the public street or alley way used by collection Vehicles.

**“Customer”** - Each Residential Unit and Eligible Commercial Establishment within the City, each of which shall be a Collection Site.

**“Eligible Commercial Establishment”** - Any Person, other than a Residential Unit, who (a) generates Municipal Waste and (b) requests and receives approval by the City to use the collection services provided under this Contract.

**“Extra Refuse Containers”** - Refuse Containers which are in excess of the six (6) containers per Collection Site limit.

**“Extra Service Tags”** - Labels which must be affixed to Oversized Refuse Items and Extra Refuse Containers in order for such items to be collected by the Contractor.

**“Glass, Clear”** - Clear Glass consists only of clear food and beverage containers made of glass, of one gallon or less capacity, and comprised of the hard, brittle and transparent or partially transparent substance produced by fusion of silica and silicates or sand containing soda and lime and/or other chemicals and substances usually included in the manufacture of glass.

**“Glass, Colored”** - Colored Glass consists only of green or brown food and beverage containers made of glass, of one gallon or less capacity, and comprised of the hard, brittle and transparent or partially transparent substance produced by fusion of silica and silicates or sand containing soda and lime and/or other chemicals and substances usually included in the manufacture of glass.

**“Monthly Installment”** - A factor in the formula for payments to the Contractor as described in Section 10.

**“Municipal Waste”** - All Solid Waste which is within the definition “Municipal Waste” set forth in Section 103 of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101.

**“City’s Composting Facility”** - Any Facility which processes Yard Waste and at which the City has the right to deposit Yard Waste for processing.

**“Nonprocessable Waste”** - Nonprocessable Waste is a portion of Municipal Waste consisting of materials which cannot be handled by the City of Harrisburg’s normal collection, processing or disposal methods or which are greater than six feet in any dimension. Nonprocessable Waste includes, without limitation, large auto parts; machinery; boats; recreational vehicles; etc.

**“Oversized Refuse Items”** - Refuse which will not fit into Refuse Containers but which is not Nonprocessable Waste, including small furniture, carpet, portable televisions and the like, but excluding Tires and White Goods.

**“Person”** - Any individual, partnership, corporation, association, institution, cooperative enterprise, City, municipal authority, governmental entity or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

**“Performance Guarantee”** - A Bond or Letter of Credit in the form provided in the Contract Documents to secure performance of the Contract.

**“Plastics”** - Recyclable Plastics consist of containers with a neck, which are primarily made of resins: #1 PETE (such as soda and water bottles) and #2 HDPE (such as milk, spring water, and detergent bottles).

**“Public Awareness Program”** - The program developed and provided by the Contractor to inform and encourage residents to use properly the Recyclable Materials collection services provided under this Contract.

**“Recyclable Materials”** - All designated Source Separated recyclable materials. For purposes of this Contract, Recyclable Materials shall be exclusively (a) Aluminum, (b) Clear Glass, (c) Colored Glass, (d) Steel Cans, (e) Plastics, (f) Newsprint, (g) Yard Waste, (h) Tires, (i) White Goods, and (j) Christmas Trees.

**“Recycling”** - The separation, collection, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed of or processed as Waste or the mechanized separation and treatment of Solid Waste and creation and recovery of reusable materials or energy.

**“Recycling Containers”** - A container provided by the Contractor, made of rigid plastic construction, with a capacity of not more than twenty-two (22) gallons.

**“Refuse”** - All Regulated Municipal Waste except the following categories of Solid Waste:

- (a) Construction/Demolition Waste
- (b) Nonprocessable Waste
- (c) Putrescible Waste
- (d) Uncompactible Waste
- (e) Special Handling Waste
- (f) Household Hazardous Waste
- (g) Recyclable Materials
- (h) Unacceptable Waste
- (i) Oversized Refuse Items

**“Refuse Container”** - A receptacle with a capacity of not more than 32 gallons which is (a) constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors or (b) a polyethylene bag which (i) is specifically designed for storage and collection, (ii) is protected against animal damage and overloading so as to prevent littering or attraction of insects or rodents and (iii) has a holding strength

capable of withstanding normal stresses until it is collected. The weight of a Refuse Container and its contents shall not exceed thirty (30) pounds.

**“Regulated Municipal Waste”** - Any Solid Waste generated or collected within The City of Harrisburg which is garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities, and any Sludge which is not Residual Waste or Hazardous Waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include Recyclable Materials.

**“Residential Unit”** - Any single family detached, semi-detached or townhouse dwelling, or a dwelling unit within a multi-family building containing four (4) or fewer dwelling units.

**“Segregated”** - Recyclable Materials which have been separated from Regulated Municipal Waste.

**“Single-Stream”** - A system where Recyclable Materials; commonly fibers and glass, metal and plastic containers; are collected and processed together.

**“Solid Waste”** - Any Waste, including but not limited to, Municipal, Residual or Hazardous Waste, including solid, liquid, semisolid or contained gaseous materials.

**“Source Separate” or “Source Separation”** - The process of separating, or the separation of, Recyclable Materials from other Solid Waste at the location where generated for the purpose of Recycling.

**“Steel Cans”** - The ferrous metal food or beverage containers commonly known as tin cans.

**“Tires”** - Pneumatic rubber automobile, truck, or farm implement tires.

**“Unacceptable Waste”** - Unacceptable Waste consists of the following categories of Solid Waste:

- (a) Chemotherapeutic Waste
- (b) Drums, Barrels and Buckets unless lids have been removed and interiors cleaned and free of any residue
- (c) Explosives and Ordnance Materials
- (d) Gas Cylinders, unless empty and delivered separate from other waste
- (e) Hazardous Waste
- (f) Liquid Waste (i.e. Containing less than twenty percent (20%) solids by weight or flowable)
- (g) Radioactive Materials
- (h) Residual Waste
- (i) Unsterilized or Unprocessed Infectious or Pathological Waste

- (j) Any Solid Waste generated either (i) outside of the City or (ii) within the City by a Person other than a Customer.

**"Uncontrollable Circumstance"** - Any event which (a) is beyond the reasonable control and not due to the fault of the party relying thereon, (b) substantially alters the costs or ability of such party to perform its obligations under, or comply with the terms of, this Contract and (c) is one of the following:

- (i) Change in Federal, State or Local law, ordinance, code, regulation or rule from those in effect as of the date of the Solicitation which resulted in this Contract,
- (ii) Change in the Rules or Regulations of the City of Harrisburg from those in effect as of the date of the Solicitation which resulted in this Contract.
- (iii) Insurrection, riot, civil disturbance, sabotage, act of war, explosion, nuclear incident or naval blockade, or
- (iv) Hurricane, tornado, flood, ice, snow or other Act of God provided the Contractor has taken reasonable measures to continue performance notwithstanding such events.

**"Unit Fee (UF)"** - The annual fee for collection services bid by the Contractor in response to the Solicitation which resulted in this Contract, and a factor in the formula for payments to the Contractor as described in Section 10.

**"Vehicle"** - A vehicle used for the collection of Contract Waste or Recyclable Materials which has mounted thereon an approved type, water tight, sanitary body, or which has a standard truck body made water tight, and which is equipped with means of covering to prevent loss of material by wind.

**"White Goods"** - A portion of Regulated Municipal Waste consisting of large appliances, including the following: clothes washers, clothes dryers, dishwashers, freezers, refrigerators, stoves, ovens, hot water heaters, air conditioners, dehumidifiers, furnaces, and electrical heaters. The City may designate additional recyclable metals in the City's Policies and Procedures.

**"Work"** - All of the obligations imposed by this Contract upon the Contractor.

**"Yard Waste"** - All garden residues, leaves, grass clippings, sod, shrubbery, and tree trimmings up to six (6) inches in diameter.

## SCHEDULE C MONTHLY MUNICIPAL REPORT

Month of \_\_\_\_\_, 20\_\_\_\_

1. Name of Municipality \_\_\_\_\_

2. Name of Contractor \_\_\_\_\_

| 3. Recyclable Materials Information    | lbs.                              | Recycling/Processor |
|--|-----------------------------------|---------------------|
| Clear Glass                            | _____ lbs.                        | _____               |
| Colored Glass                          | _____ lbs.                        | _____               |
| Aluminum                               | _____ lbs.                        | _____               |
| Steel Cans                             | _____ lbs.                        | _____               |
| Plastics                               | _____ lbs.                        | _____               |
| Commingled (Glass, Cans, & Plastics)   | _____ lbs.                        | _____               |
| Newsprint                              | _____ lbs.                        | _____               |
| Single Stream (Commingled & Newsprint) | _____ lbs.                        | _____               |
| Yard Waste                             | _____ lbs.                        | _____               |
| Tires                                  | _____ lbs.                        | _____               |
| White Goods                            | _____ lbs.                        | _____               |
| Christmas Trees                        | _____ lbs.                        | _____               |
| Other _____                            | _____ lbs.                        | _____               |
|  | _____ Total Pounds Recycled       |                     |
|  | _____ Equivalent Tons (+ by 2000) |                     |

4. Contract Waste Collection Information

\_\_\_\_\_ Tons of Refuse Collected (Refuse + Oversized Refuse Items)

Attached are all weight receipts to verify the amounts collected.

I, the undersigned, hereby certify that all the information on this Monthly Municipal Report is accurate to the best of my knowledge.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Type or Print Name of  
Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

