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LIST OF EXHIBITS

- EXHIBIT A – Pricing Form
- EXHIBIT B – Trash & Recycling Collection Days (map)
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- EXHIBIT E – Recycling Container Specifications

1. DEFINITIONS

Under this Contract, the following terms shall have the following meanings:

“Bid Bond or Bid Surety” - A Bond, that may be in the form of a Certified Check, that are guaranteed funds that shall be owed to the bondholder if the Contractor submits a Proposal, is awarded the Contract, and then fails to follow through with signing of the Contract. Each Proposal shall be accompanied by a bid bond or surety in the amount of ten percent (10%) of the Proposal.

“Bulky Waste” - Any trash, refuse, garbage, or other Municipal Waste that will not fit into a standard trash container, such as small furniture, carpet, mattresses, and box springs. The City Contract Manager, or designee, shall define what constitutes a single item or unit of bulky waste.

“City” - the City of Reading, sometimes to mean the City’s representatives, including those that may be referenced in the RFP or Contract Documents.

“City Contract Manager” - The Person employed City to serve as the primary contact between the City and the Contractor who shall be available during all times when Work is being performed by the Contractor.

“Commencement Date” - The date for the commencement of Work under this Contract as set forth herein as declared on executed Contract Documents.

“Compost Facility” - Any approved facility which processes Leaf Waste or Yard Waste for the purpose of Recycling.

“Construction/Demolition Waste” - Solid Waste resulting from the construction or demolition of buildings and other structures including, but not limited to, wood, plaster, metals, asphalt substances, bricks, block, and unsegregated concrete.

“Contract Administrator” - The Person employed full-time by the Contractor to serve as the primary contact between the Contractor and City and who shall be available during all times when Work is being performed by the Contractor.

“Contract Documents or Collection Contract” - The Request for Proposal or Invitation to Bid, Instructions to Bidder, Bid Forms, Pricing Forms, Price or Fee Schedules executed by the Contractor, Bid Security, Non-Collusion Affidavit, Performance Bond or Bid Bond or Certified Check, 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.

“Contracted Units” - All Dwelling Units that are enrolled in the City’s Municipal Curbside Waste collection program to include residential as described in these Technical Specifications.

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

“County” - The County of Berks, Pennsylvania.

“Curbside” - The location for the placement of Waste Containers, Waste Bags or Recycling Containers to be collected as part of the Municipal Curbside Waste Program, which shall be: 1) on the owner’s property adjacent to the curb; 2) be no more than five feet from the public street; or another Designated Collection Point, as approved by the City

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“Customer” - Owners, operators, tenants, or residents of each Contracted Unit including City-approved non-residential units that request to opt into the Contract services and generate residential-like quantities of Trash and recyclables that shall be placed in residential type containers.

“Designated Collection Point” - A designated location for the placement of residential Waste Containers, Waste Bags, or Recycling Containers that may deviate from curbside placement based on special circumstances and is a location approved by the City and documented by the Contractor. Contracted Units designated a Collection Point shall have a set-out point for Trash and recyclables, except when an approved Collection Point serves multiple customers in specified alleys. A Designated Collection Point may include the driveway, or an alley, if feasible, or a Special Collection Point if needed for accommodation.

“Dwelling Unit” - A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

“Electronic Waste” - Recyclable electronics as defined under the Pennsylvania Covered Devices Recycling Act (CDRA) to include items such as desktop computers, laptop computers, computer monitors, computer peripherals, televisions, and any components of such devices. Electronic Waste is prohibited from being disposed as Solid Waste and must be recycled according to regulations set forth by the Pennsylvania Department of Environmental Protection.

“Facility” - Any approved site for the delivery of any category of Trash or Recyclable Materials. A site will be deemed an approved site for the purposes of this definition so long as that site (a) is in possession of all applicable Local, State and federal permits, (b) is operating in accordance with all applicable Local, State and Federal laws and regulations, and (c) provides the City with such data and information as the City requests, including without limitation, (i) the quantity, type, source and date of receipt of Solid Waste and Source Separated Recyclable Materials that were generated from the City and delivered to the site, (ii) proof that the site is in compliance with (a) and (b) above, and (iii) in the case of Source Separated Recyclable Materials, proof that all such materials received at the site are, in fact, Recycled.

“Multifamily Units” - All Dwelling Units in properties housing two or more total Dwelling Units.

“Municipal Curbside Waste Program” - The City of Reading’s municipal waste management program that primary includes the contracted services for residential municipal waste and recyclables collection and processing services and the waste collection, litter and illegal dumping management and administrative services provided by the City of Reading.

“Municipal Waste or Municipal Solid Waste” - Referred to in the Contract Documents as “Trash,” includes the routinely generated solid wastes 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.

“Municipality” - The City of Reading.

“Non-residential Units” - All commercial, municipal, and institutional and community establishments, excluding Dwelling Units and Multifamily Units, not included in the Contracted Units.

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“Person” - Any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, federal government or agency, state institution, and agency, or any other legal entity whatsoever which is recognized by law as being subject to such rights and duties.

“Recyclable Materials” - All recyclable materials designated for source separation and curbside collection. For purposes of this Contract, curbside Recyclable Materials shall be collected in Single-Stream format and include (a) Aluminum; (b) Clear Glass; (c) Colored Glass; (d) Steel Cans; (e) Plastics #1 - #5 and #7 (#6 plastics are excluded, includes Styrofoam, packing peanuts etc.) food/beverage containers with symbols #1 or #2); (f) Paper. Non-curbside Recyclable Materials that may be collected under this Contract in roll-off or other large containers for transport to a processor include (a) tires and (b) electronics and (c) yard waste. Recyclable Materials include incidental quantities of contaminants, unacceptable materials, and residuals that may be included in curbside Recycling Containers or Carts placed curbside or in other designated locations.

“Recycling Container” - Shall refer to containers supplied by or on behalf of the City for the storage and collection of Recyclable Materials. Recycling Containers shall also refer to the current standard of an approximately 35- or 65-gallon wheeled, rigid plastic container with attached lid.

“Roll-off Container” - A type of large waste storage container without wheels, designed to be delivered by a special vehicle, filled, and removed by said vehicle. Roll-off containers are typically used for temporary storage of large quantities of waste generated from house clean outs, construction projects, and similar projects.

“Single-Stream” - A subset of Recyclable Materials, including fibers and containers, which are separated from Municipal Waste but are not separated into individual categories of Recyclable Materials.

“Solid Waste or Municipal Solid Waste” - As defined in PA Act 97 of 1980, any waste, including but not limited to, municipal, residual or hazardous wastes, including solid, liquid, semisolid or contained gaseous materials. The term does not include coal ash or drill cuttings.

“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.

“Tires” - Passenger car, van, and light truck tires from non-commercial uses, removed from the rim.

“Trash” - Any garbage, refuse, putrescible animal and vegetable waste resulting from the handling, preparation, cooking or consumption of food and other material, including solid or semisolid material resulting from the operation of residences or municipal facilities, and any other solid waste which is within the definition “Municipal Waste” as set forth in Section 103 of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 29, 1988, P.L. 528, No. 101, but excluding any (a) liquid waste or sludge; (b) waste which is defined by existing or future federal or state law or regulation as hazardous waste or residual waste; (c) infectious waste, pathological waste, or other waste for which treatment or handling requirements differ from those normally applicable to municipal waste; (d) polychlorinated biphenyls; (e) recyclable materials; (f) materials specifically excluded under applicable county or City ordinances, rules or regulations; and (g) bulky waste and/or yard waste as herein defined.

“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

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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 flow able], (g) Radioactive Materials, (h) Residual Waste (i) Unsterilized or Unprocessed Infectious or Pathological Waste, (j) Covered Devices and (k) Any Solid Waste generated either [1] outside of the Municipality or [2] within the Municipality by a Person other than a Customer.

“Unit Fee” - The monthly fee assessed by the Contractor to the City for Contracted Units receiving the collection, disposal, processing, and related services by the Contractor in accordance with this Contract, and a factor in the formula for invoicing and payments to the Contractor.

“Vehicle” - A vehicle used for the collection of municipal solid waste (“trash”) or Recyclable Materials which has mounted thereon an approved type, watertight, sanitary body, or which has a standard truck body made watertight, and which is equipped with means of covering to prevent loss of material by wind. For purposes of this Contract, Vehicles collecting Trash shall be clearly distinguishable from vehicles collecting Recyclables via highly visible markings, color, and label or symbols.

“Waste Collection Bag” - A plastic bag between 30 and 55 gallons in size and at least 1 mil thick, specifically designed for the collection of Municipal Waste, which can be tightly closed and is capable of withstanding normal stress of Municipal Waste collection. A standard grocery bag or kitchen trash bag is not considered a Waste Collection Bag. The weight of any Waste Collection Bag and its contents shall not exceed thirty-five (35) pounds.

“Waste Container” - A Customer-provided receptacle which is not more than 100-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 (plastic) trash bag which [1] is specifically designed for storage and collection, [2] is protected against animal damage and overloading so as to prevent littering or attraction of insects or rodents and [3] has a holding strength capable of withstanding normal stresses until it is collected.

“Work” - All of the obligations imposed by this Contract upon the Contractor.

2. BACKGROUND

The City of Reading is the County Seat of Berks County, Pennsylvania. It is approximately 10 square miles in area and is home to approximately 95,000 residents. The City is designated as Financially Distressed under Act 47 of 1987 and is actively implementing measures to improve City finances and to address City-wide health, safety, and welfare. The City has a significant portion of low-income households. Through the delivery of the proposed Technical Specifications and execution of the Contract Documents, the City is seeking a qualified Contractor to provide efficient and comprehensive municipal solid waste (“trash”) and recyclables curbside collections and corresponding processing services. The City is advancing improved prevention of litter and illegal dumping, and trash and recycling initiatives to improve residential participation in proper waste management. Through the proposed Technical Specifications and Contract Documents, the City intends to work cooperatively with the Contractor to improve the performance of the City’s Municipal Curbside Waste Collection program.

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3. EXISTING MUNICIPAL CURBSIDE WASTE PROGRAM & SERVICES

Currently, the majority of residential dwelling units (up to 6-unit residences) receive municipal solid waste collection, trash disposal, and recyclables processing services under one Contractor. By ordinance Customers will be required to have their trash collected by this single hauler contract. Approximately 5% percent of the city's residential units currently opt-out of trash service. It is the City's intent to have 100% participation in the City Waste Management Program.

Trash customers provide their own Waste Containers and Waste Collection Bags. Curbside Collection set outs of Trash are limited to four (4) Waste Collection Bags of up to 55-gallons. One (1) bulky item per unit per week may be set out with Trash for disposal.

Residents are required to have recyclables collection. Single-Stream recyclables are set at the Collection Point in rigid plastic bins, cans, and carts that have been provided by the City over the years. The new standard is a 35-gallon or 65-gallon wheeled cart, with approximately 9,300 in circulation. The City provides approximately 1,800 Recycling Containers annually to new Customers or existing Customers requesting replacements. The residential Trash & Recycling Collection Days (map) is shown in **Exhibit B**. Residents call City Customer Service with questions/complaints relating to the Municipal Curbside Waste Collection Program.

The City's Public Works Department collects Trash from public buildings, parks, and open spaces and provides residential curbside collections for yard waste, electronics, and tires. Tires are stored in roll-off containers that are pulled upon City request by a hauler. The Public Works Department also provides litter and illegal dumping abatement. Roll-off containers are staged at different locations in the City to consolidate illegally dumped waste. **Table 1** summarizes the services provided by the currently contracted hauler.

Table 1 - City of Reading Existing Municipal Curbside Waste Program Summary

Collection Type	Estimated # of Units	Estimated Annual Tons ^[1]	Service Levels
Contract Services			
Curbside Residential Trash Collection	27,200	30,500	1x/wk.; Bags and rigid containers; 1 Bulky Waste item per wk. collected with Trash.
Curbside Residential Recycling Collection	28,000	5,527	Single-stream collected 1x/wk. (same day as Trash); 9,000 City-provided recycling carts. Remainder of containers are resident-provided

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4.1 TERM

This Contract will have an initial term of five (5) years with two one-year extensions at the City's sole discretion. The City shall notify the Contractor of its decision to renew or not to renew this Contract, in writing, at least six (6) months prior to the initial termination date or the termination date of the then-current renewal period. The Contractor shall inform the City, in writing, within thirty (30) days after receipt of Contract renewal notification whether the Contractor shall renew the Contract or whether the Contractor shall refuse to renew the Contract, as applicable. If the Contractor fails to notify the City that it does not wish to renew the Contract within the time set forth above, the Contract shall be extended for an additional period of one (1) year subject to all of the terms and conditions set forth in the Contract Documents. The Contractor shall furnish a new Performance Guarantee in the amount of 100% of the Contract price for the additional one (1) year period and a Certificate of Insurance for coverages required by the Contract Documents.

4.2 CHANGES TO CURRENT SERVICE LEVELS

City Council voted in support of the transition to City-wide collection for trash and recycling service to all units, where Customers shall no longer be able to opt-out of trash service. These RFP Documents, resulting Contract, and the Work specified herein under City-wide collection reflect significant changes from the current contracted residential collection service set to expire December 31, 2021. The changes to trash and recycling service levels, the modified approach to service delivery by the Contractor, and the provision of City-wide curbside trash and recyclables collection to all Contracted Units (up to 6-unit properties) reflect City goals to:

- a) Establish and maintain continuous, comprehensive, efficient, and uniform levels of trash and recycling services City-wide to assure protection of the health, safety, and welfare of the community to include effective litter and illegal dumping prevention.
- b) Work cooperatively, efficiently, and transparently with the Contractor to provide quality service, resolve customer complaints in a timely manner, resolve issues that may arise relating to the performance of Work, and to improve record keeping.
- c) Maximize the recovery of clean recyclables that are targeted for recovery.

The primary changes to the current service levels include:

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- a) City-wide trash collection for Contracted Units, to include all residential units up to 6-unit properties, resulting in an increase of Contracted Units to be provided curbside trash service by approximately 6,000 units.
- b) Inclusion of City-approved 5-unit and 6-unit properties to receive residential curbside Trash and Recycling services.
- c) Alley collection, to include the provision and use of suitable smaller packer trucks to perform collection in alleys and narrow streets.
- d) Allowance for the Contractor with the City Contract Manager’s approval to redesign routes and propose new collection schedules; anticipated to promote more efficient collection by serving a large number of consecutive trash Customers and service stops under the new City-waste program.

4.3 WORK SUMMARY

Collection, transportation, disposal, and processing services for Contracted Units. A brief summary of the Work to be provided to the Contracted Units provided (as clarified in the Technical Specifications) includes:

- a) Weekly curbside collection of municipal solid waste (referred herein as “Trash”) including one bulky item per week, and Recyclables, and the transportation, disposal, and processing of these materials.
- b) Collection from alleys and narrow streets (refer to Exhibit D).

Contracted Units include single-family, duplexes, and multifamily dwellings up to six (6) units. That generate residential-level quantities of Trash. The costs for the services described in the Technical Specifications herein to Contracted Units shall be invoiced by the Contractor to the City as a monthly Unit Fee applied to the total Contracted Units. The distribution of Contracted Units is presented in **Table 3** and represent the City’s best estimates as of July 2021. Through this RFP the City is including a trash and recycling provision to 5-unit and 6-unit properties, the number of 5-unit and 6-unit “Contracted Units” at the Contract start or that shall be added during the Contract are not accurately known, however the numbers should not vary more than a tenth of a percent. Proposers shall refer to Section 3 of the Technical Specifications referencing existing system data.

Table 3 - Distribution of Estimated Contracted Units for Contract Collection Services

Number of Dwelling Units Per Structure	Total Contracted Units
1	19,657
2	3,298
3	2,319
4	1,208
5 ^[1]	448
6 ^[1]	270
Totals	27,200

[1] 5-unit and 6-unit totals represent the known number of these units in the City, but may not reflect actual units that may receive service and be billed as Contracted Units.

Disposal Costs, Ownership of Recyclables. Disposal costs for Trash are to be paid by the Contractor. The Contractor assumes ownership of Single-Stream recyclables upon collection. The Contractor is not responsible for separate curbside collections of yard waste.

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Collection Schedule. Curbside collections shall be provided in accordance with the hours and Trash and Recycling Collection days specified herein and provided in **Exhibit B**, or the Contractor may implement with prior approval of the City Contract Manager a new Trash and Recycling Schedule.

City Billing. The City is responsible for billing of individual Customers, or Contracted Units.

4.4 WORK AND SERVICE LEVELS

The information below identifies the primary Work tasks, including the services levels (where applicable) to be provided by the Contractor in the performance of Work. The Work, service levels, and types shall be included in the Unit Fee and a reference for Proposers pertaining to the development of the Contract pricing.

Curbside Trash Collection. Weekly curbside collection of Trash from Contracted Units including residential units with four (4) or fewer units, multifamily units with five (5) or six (6) units. Curbside set outs of Trash are limited to four (4) Waste Collection Bags of 30-gallons to 55-gallons and not weighing more than thirty-five (35) pounds each OR one Waste Container not to exceed 100-gallons. One (1) bulky item or bundle of construction debris per unit per week may be set out with Trash for disposal.

Curbside Recyclables Collection. Weekly collection of Single-Stream recyclables, collected on the same day as Trash.

Trash Disposal. Disposal of municipal solid waste or “trash” collected under this Contract that may be generated by Contracted Units, or may be collected by the City and stored temporarily in Roll-off containers.

Recyclables Processing Services. Processing of residential Single-Stream recyclables for the purpose of Recycling, that may include delivery, sorting, and removal of contaminants, and marketing of materials.

Records and Reporting. Reporting and record keeping including the provision of the Reports specified in the Technical Specifications.

4.5 CONTRACT ADMINISTRATORS AND MANAGERS

The information below describes the Contractor’s obligations relating to the assignment of administrators and managers for the performance of Work and the City Contract Manager that shall interface with the Contractor. The Contractor shall identify persons that shall interface with the City’s Contract Manager for the purpose of communications, performance of services, and timely responses relating to issues arising from time to time pertaining to the performance of Work.

- a) **Contractor’s Administrator.** The Contractor shall assign a qualified person or persons to be in charge of Contract administration, to include responsibilities not limited to the adherence with Contract specifications, billing matters, communications, reporting and compliance with local, state and federal laws. This shall include a person or persons. No later than December 1, 2021, the Contractor shall provide the City a written list containing the names and telephone numbers of the Contractor’s Operations Manager(s) and other key personnel. The list shall include the telephone numbers that are to be used to contact the Contractor’s representative(s) in the event of an emergency and to address problems that arise pertaining to the delivery of Contractor services.

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- b) **Contractor's Operations Manager/Route Supervisor.** The Contractor shall assign a qualified person or persons to be in charge of Contractor field operations within the City, working exclusively for the City of Reading account to include responsibilities relating to the management, reporting, communication and resolution of Customer complaints against the Contractor, Contractor-observed problems caused by Customers, and other problems that may occur during curbside collections. No later than December 1, 2021, the Contractor shall provide the City a written list containing the names and telephone numbers of the Contractor's Operations Manager(s)/Route Supervisor(s) and related key personnel.
- c) **City Contract Manager.** The City shall designate a City Contract Manager that shall serve as the primary point of contact for the Contractor for issues related to adherence with Contract specifications and overall contract performance. The City Contract Manager shall involve appropriate City departments as needed on billing matters, reporting, and compliance with local, state and federal laws. The City Contract Manager may include the Solid Waste Manager, or other designee and shall interface with the Contractor regarding Contractor operations including the resolution of issues that may arise pertaining to the delivery and performance of the collection, transportation, disposal and processing services under this Contract. The City Contract Manager, working in concert with other City staff, shall work cooperatively with the Contractor to resolve issues including those that may pertain to Customer non-compliance and Contractor performance.

4.6 PERSONNEL

- a) **Training and Qualification.** The Contractor shall ensure the proper training and qualification of all employees to perform the tasks assigned to them. The Contractor shall provide routine training in operating and safety procedures for all of the employees that are directly involved in the Collection of Municipal Solid Waste, Recyclables, or Bulky Waste in the City. Each driver of Contractor vehicles shall at all times carry a valid Pennsylvania driver's license for the type of vehicle that he/she is driving. Contractor employees shall wear a uniform, shirt, or vest, including a class-III reflective shirt or vest, bearing the Contractor's name whenever they are collecting or transporting Municipal Solid Waste, Recyclables, or Bulky Waste in the City. Contractor personnel shall not scavenge for Municipal Solid Waste, Recyclables, or Bulky Waste.
- b) **Polite and Courteous Behavior.** The Contractor's employees shall treat all Customers politely and courteously. All personnel of the Contractor shall refrain from belligerent behavior and profanity. Contractor personnel shall not request tips or payment of any kind from Customers. The Contractor shall promptly take appropriate action to correct any such act or language.
- c) **Employee Wages and Benefits.** The Contractor shall comply with all Applicable Laws relating to wages, hours, overtime, disability, and all other matters relating to the employment and protection of employees, now or hereafter in effect. The Contractor shall provide all employees with appropriate Personal Protective Equipment (PPE) as specified by OSHA, State, and local public health requirements.

4.7 VEHICLES AND EQUIPMENT (GENERAL)

- a) **Vehicle Working Order.** The Contractor shall have on hand at all times, in good working order, such equipment as shall permit the Contractor, adequately and efficiently, to perform its contractual duties under this Agreement, including trucks, all containers, and other

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equipment. The Contractor shall also have available reserve vehicles and equipment to be put into service within twelve (12) hours of any breakdown or malfunction. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties and shall be no older than seven (7) years.

- b) Vehicle Cleanliness.** Vehicles used by the Contractor in the performance of this Agreement shall be washed on the outside and painted or repainted as often as necessary to keep them in a neat, clean, and sanitary condition. Contractor primary vehicles will prominently display the Contractor's name, local telephone number, truck number, and tare weight on each vehicle. Letters and numbers shall be at least six (6) inches high per PA Code 25-285.218. No other advertising will be allowed without the express written consent of the City Contract Manager.
- c) Vehicle Purchase, Lease and Age.** All equipment shall be purchased or leased from nationally known and recognized manufacturers of garbage collection and disposal equipment. As of January 1st of each year of the Contract, the average age of the primary collection vehicles used in the performance of this Contract shall be no more than three and one-half (3.5) years with a maximum age of seven (7) years. All replacement and added primary collection vehicles shall not cause the fleet to exceed the age specifications above. The Contractor shall have Municipal Solid Waste and Recyclables containers available for Customers in sufficient quantities to meet the needs of the City's service area.
- d) List of Vehicles and Equipment.** On or before January 1st of each year, the Contractor shall provide the City Contract Manager with a list of the trucks and other Collection equipment that will be used by the Contractor to provide services under this Agreement. This list shall include primary equipment and specialized equipment including those that shall be utilized to service narrow streets and alleys. The list shall include the license tag number for each vehicle. The Contractor shall revise and resubmit the list to the City during the term of this Agreement if there are any changes to the list of trucks or other Collection equipment. The requirements of this paragraph do not apply to (a) vehicles and other Collection equipment used in the City for 30 days or less, or (b) bona fide demonstration trucks and other Collection equipment.
- e) Vehicle Condition.** Contractor vehicles shall be kept in a clean, sanitary condition and good repair. Any vehicle emitting excessive odor shall be taken out of service and washed before being placed back in service. The Contractor shall regularly maintain all vehicles and auxiliary equipment in a manner necessary to prevent the spill, release, or discharge of Municipal Solid Waste, Recyclables, oil, hydraulic fluids, or other fluids into the environment. Contractor vehicles shall not emit visible air emissions during regular operation. Contractor vehicles shall comply with all Applicable Laws, including, without limitation, laws concerning noise, air pollution, and traffic safety.
- f) Vehicle Communications.** The Contractor shall equip each vehicle with a radio and/or cell phone capable of communications with a central dispatch. The purpose of said radio is to provide two-way communications for the purposes of immediate correction of missed pickups or other problems with service, which may arise from time to time. The Contractor shall maintain a central dispatch during all residential service hours to provide information to units in the field and to dispatch units to provide service or the correction of problems.

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The Contractor shall also have a route supervisor on duty to remediate any residential issues in a timely manner.

- g) Vehicles for Collection of Narrow Streets and Alleys.** The Contractor shall provide vehicles to enable the collection of narrow streets and alleys, which may include small rear load packer trucks (often referred to as “pup trucks”) or similar collection vehicle that may enable collection of narrow streets and alleys. These trucks may have carrying capacity of less than 15 cubic yards. The preliminary list of alleys deemed serviceable by the City are provided in **Exhibit D**. Importantly, this list does not represent all the serviceable alleys and Proposer shall provide a narrative response that describes their approach to confirming a more complete list of serviceable alleys that can be finalized during final negotiations or after contract award.

In the event contractor collection within an alley or narrow street may cause risk to persons or property the Contractor shall notify the City in writing and propose one or more designated collection points that enable safe collection. In the event a designated collection point becomes a nuisance (e.g., accumulates litter or garbage) or safety hazard the Contractor is obligated to remedy the issue and propose solutions to the City.

- h) Inspection of Vehicles and Equipment.** The City Contract Manager may inspect the operations, vehicles, and equipment of the Contractor at any reasonable time upon giving reasonable notice, and the Contractor shall allow the City Contract Manager to make such inspections.
- i) Vehicles and Pedestrians.** The Contractor’s vehicles shall not interfere unduly with vehicular or pedestrian traffic and shall not be left parked on the street unattended, except as made essential by loading operations.
- j) Vehicle Equipment.** The Contractor’s vehicles must be equipped with a broom and shovel to clean up any spillage, trash or litter that is dropped by staff during the collection process.

4.8 SPILLAGE AND LITTERING

- a) Spill Prevention.** The Contractor shall prevent spills of any amount of petroleum products or polluting materials. If a spill does occur, containment is to be the immediate priority. In case of a spill, the Contractor shall immediately notify the appropriate City staff. The Contractor shall ensure that immediate action is taken to minimize the impact of the spill and to see that appropriate cleanup action is immediately undertaken. The Contractor shall notify the appropriate agencies if it is determined that a spill exceeds reportable quantity thresholds.
- b) Removal of Leaking/Spilling Vehicles.** The City shall have the authority to require that the Contractor immediately remove from service any vehicle, which is leaking/spilling fluids, Municipal Solid Waste, Recyclables, or Bulky Waste. The Contractor shall immediately notify the City of any spills and shall provide an on-site supervisory response within one hour. Clean up of any spills shall be completed as soon as possible, but no later than four hours after the incident. The Contractor shall notify the City in writing of the remedial action taken.

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- c) **Spillage of Trash or Recyclables by Contractor.** In the event spilled or scattered Trash or Recyclables has been caused by the Contractor's acts or those of any of its employees, such scattered materials shall be picked up immediately by the Contractor. If the Contractor happens upon scattered materials not caused by the Contractor's actions but may interfere with collections, safety or traffic, they shall contact the designated City staff immediately via cell phone.

4.9 RESIDENTIAL CURBSIDE COLLECTION SERVICES

- a) **General.** The Contractor shall provide curbside collection of Municipal Solid Waste ("trash"), Recyclables, and Bulky Waste with a minimum of noise and disturbance to the Customer and the public. The Contractor shall empty the Customer's Waste Containers, Recycling Containers, and Recycling Carts and then return them to the Curbside Collection Point or an alternate location where the Customer placed the container. Containers shall be returned upright and, if container has a lid, with lid closed. Throwing, damaging and failure to return Waste Containers or Recycling Containers to the Collection Point is prohibited.

The Contractor shall collect all of the Trash, within the limits specified in the Contract, and all Recyclables placed at a Collection Point by a Customer. Any materials immediately adjacent to Waste Containers and Recycling Containers or materials that may spill or be blown from Containers caused by the Contractor's collection activities must be immediately cleaned up.

The Contractor shall deliver all Municipal Solid Waste, Recyclables, and Bulky Waste to facilities permitted by the Pennsylvania Department of Environmental Protection. Contractors shall make arrangements with disposal and processing facilities to separately weigh and report material quantities (tonnages) collected in the City under the terms of this Contract and in a manner that meets the reporting requirements specified herein.

- b) **Point of Collection.** The Collection Point shall follow the below hierarchy, unless otherwise agreed to by the Customer and the contractor, where the property is serviced at the highest level applicable for that property:
- Adjacent to driveway;
 - Rear edge of property, accessed by alley or street;
 - Curbside in front of the property, not more than five (5) feet from the curb or closest paved roadway; or
 - Special collection point (Other location e.g., front door, side yard, or back door) may be required relating to the delivery of collection services by the Contractor to Contracted Units where no able-bodied person resides. The City shall be responsible for identifying these special accommodations Customers and providing the service information to the Contractor.
- c) **Waste Containers.** The Contractor shall provide collection vehicles and equipment suitable to collect the City's Waste Containers that include a combination of different types of Waste Container and Waste bags provided by Customers. The Contractor is not responsible for the provision of new residential Waste Containers to Customers under this Contract, except as specified relating to Contractor damage to Waste Containers. The

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Contractor shall notify the City regarding the improper use of Waste Containers that are of a condition, type or placement that prevent safe and efficient collection.

In the event a Waste Container is damaged by the Contractor in such a way as to leak or prevent safe and proper use by the Customer or Contractor, the Waste Container shall be replaced with an approximately 35-gallon, 65-gallon up to a 95-gallon wheeled cart with attached lid by the Contractor at Contractor's sole expense. The new container shall be black and the size of the new container that is delivered to the Customer shall be comparable to the size of the container being replaced. The Contractor shall replace a Municipal Solid Waste Collection Container within six (6) calendar days after receiving a request to do so from a Customer or the City Contract Manager.

- d) Recycling Containers.** The City assumes the responsibility of providing Recycling Containers to Customers distributing approximately 1,800 of them annually. The options are as follows; a 32 gallon round recycling can with lid, a 35 gallon rolling cart with a hinged lid or "Toter" or a 65 gallon rolling cart or "Toter" also with a hinged lid. All recycling containers are colored "Pepsi Blue" and have the City of Reading Logo stamped on the side for easy identification. Replacement of broken, lost or stolen containers is the responsibility of the City of Reading and administered through our Customer Service Center.

Curbside Collection Frequency. The Contractor shall collect Trash a minimum of one (1) time per week, including one (1) bulky item per week, from all Contracted Units and Single-Stream recyclables one (1) time per week, on the same day as Trash, from all Contracted Units.

- e) Designated Recyclable Materials.** The contractor shall collect the following designated Recyclable Materials in Single-Stream format:
- Food and beverage containers including aluminum and steel cans, glass jars and bottles, and plastics #1 - #5 and #7 (#6 plastics are excluded, includes Styrofoam, packing peanuts etc.) food/beverage containers with symbols #1 or #2)
 - Paper/fiber including newspapers and/or mixed paper including junk mail, cereal boxes, office paper and cardboard.

Proposers/Contractors may petition the City to add items to this list during contract negotiations or during the Contract. In the event of severe market disruption, the Contractor may petition the City to remove an item from the list of Recyclables to be collected. Any change to the list of Recyclables collected will be made in writing and signed by both parties before the change takes place. Upon any change to the list of Recyclables, the Contractor shall provide updated education materials and notify Contract Customers at least one month in advance of implementing the change to curbside collections.

- f) Expansion of Services to Include Additional Contracted Units.** The collection services to be performed under this Contract shall be expanded to include all newly constructed units that are eligible under this Contract, units previously listed as vacant and exempt from service, and any other units not enrolled in the collection program at the start of this Contract that may later be enrolled.
- g) Vicious Dogs.** Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs to accomplish collection services in any case

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where the owner or tenants have such animals at large. The Contractor shall immediately notify the City in writing of residences where vicious dogs prevent collection services.

4.10 RESIDENTIAL CURBSIDE COLLECTION SCHEDULE

Collections shall be provided in accordance with the Collection Schedule provide in **Exhibit B**, or the Contractor may implement a New Contract Refuse and Recyclables Materials Collection Schedule within one hundred and twenty (120) days of contract commencement and as specified herein including proper notification to the Authority, Residential Customers and Approved Commercial Establishments.

- a) **Residential Curbside Collection Schedule.** All Municipal Solid Waste shall be collected between the hours of 6:30 am and 8:00 pm, Monday through Friday; 6:30 am and 11:30 am on Saturdays. No collection shall be permitted on Sundays. In the event of excessive heat, (3 consecutive days with a heat index in excess of 95F) the Contractor may request a one hour early start schedule at the discretion of the Contract Administrator.
- b) **Streets with Special Collection Schedules.** No Licensed Hauler shall collect Municipal Solid Waste between the hours of 7:30 am to 9:00 am and again between the hours of 4:00 pm and 5:30 pm on the following streets:
 - **Schuylkill Avenue**
 - **Fourth Street south of Buttonwood Street**
 - **Fifth Street south of Buttonwood Street**
 - **Perkiomen Avenue**
 - **Buttonwood Street**
 - **Washington Street**
 - **Walnut Street**
 - **Penn Street**
 - **Franklin Street**
 - **Mineral Spring Road**
- c) **Street Sweeping Schedule.** It shall be the Contractors responsibility to be aware of the City's street sweeping schedule as it relates to performing the Work. The City street sweeper schedule is maintained on parking section of the City website here: readingparking.com/city-of-reading-sweeper-program/.
- d) **Temporary Collection Schedule Adjustments.** The City may temporarily alter the specified collection hours in response to current or predicted severe weather or other hazardous conditions such as, but not limited to, extreme heat, snow, flooding, and public health risks. The Contractor, with written notice and approval of the City Contract Manager, may collect on Holidays to respond to a Storm, Natural, or Man-Made Disaster.
- e) **Holidays.** The Contractor shall not provide Residential Collection Services on Sundays or the following holidays:
 - **New Year's Day**
 - **Memorial Day**
 - **Independence Day**
 - **Labor Day**

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- **Thanksgiving Day, and**
- **Christmas Day**

If the regularly scheduled Residential Collection day is on one of the above holidays, that day's collection and all the remaining collections for the week shall be delayed by one day. The City of Reading Contract Manager or designee will be responsible for Public Notice for schedule changes through the City of Reading's Communications Office and other appropriate media outlets and means of communication.

- f) Detailed Scheduling.** Subject to the requirements of **Exhibit B** of this Contract, the Contractor shall establish specific scheduling, routes, and traffic patterns for the performance of the Work. At least thirty (30) calendar days prior to the Commencement Date, the Contractor shall submit to the City the Contractor's specific schedules. Prior to such submission, the Contractor shall meet to discuss schedule alternatives with the City. Once established, any changes shall be approved by the City. The Contractor shall utilize electronic routing software that has the capability for each collection Vehicle to track the locations of Customers with special service or collection needs and/or set out locations, as well as other information needed to adequately provide collection services. The electronic routing software shall also have the capability of documenting and reporting to the City collection problems including: "improper set outs", "contaminated recycling", "over the limit", "unacceptable materials", "trash not out", "uncontained trash", and the like.
- g) Residential Collection Schedule Changes.** The Contractor may propose and implement new, permanent collection routes and collections schedules for servicing Contracted Units. The Contractor shall make the schedule change requests to the City in writing and can move forward to implement the schedule change upon receiving written authorization by the City Contract Manager. The City shall not unreasonably withhold approval of such changes and shall respond to the Contractor within 14 days of receiving the written schedule change request. If the City authorizes a schedule change, the Contractor shall notify at its expense, each affected Customer directly by mail, flyer placed on front door, or by another manner approved by the City.

Affected customers shall be notified of the schedule change at least ten (30) days before collection service is provided. If the schedule changes the collection zones/routes, the Contractor shall update the information in its educational materials including those included as part of the Contractor's Public Awareness Program. The Contractor shall also provide the updated schedule information including maps of the new collection zones/routes and collection days for use by the City to educate City residents and to compliment the Contractor in disseminating schedule change information.

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- h) Curbside Sticker Program and Compliance Stickers.** The City shall design, determine content, print and provide to the Contractor to keep in its collection vehicles, compliance stickers that list various violations relating to curbside collection services that are for the purpose of providing feedback to Customers on the same day of collection (refer to example in **Exhibit E**). Stickers shall only be for materials or activities that present a violation – all other materials shall be collected as specified herein. The Contractor shall place stickers on Waste Containers, Waste Collection Bags, and on Recycling Containers. The Contractor may also place stickers directly on items like larger items that are not acceptable for collection and are not contained in the Waste or Recycling Container. The Contractor shall notify the City and provide the service address of the location where the sticker has been applied within two (2) hours. Code enforcement officers or other City designee may respond to the violation in a timely manner.
- i) Flyers and Notices.** In the event there are changes to Contractor services that may affect collection schedules and/or require behavior changes by the Customer, the City shall provide flyers or notices to all affected customers 24 hours or as soon as possible before the service change impacts the Customer.

4.11 COMPLAINTS

- a) General.** The Contractor shall provide timely and responsive customer service relating to Customer complaints and shall communicate Customer complaints to the City in the timeframes and with the corresponding records of the complaint as specified herein so that the Contractor and City can work collaboratively to resolve complaints. The Contractor is also obligated to communicate Complaints from Customers about the Contractor Work as specified herein so that the City can work collaboratively with the Contractor to resolve items relating to Contractor performance. The Contractor shall work collaboratively with the City to review and streamline the complaint receipt, resolution, and reporting system before the Contractor implements the complaint management system. Code Enforcement Officers, or other City designee shall have a radio or cell phone and be available for direct communication with the Contractor's Operation Manger/Route Supervisor 24-hours per day.
- b) Customer Service Communications.** The Contractor(s) shall provide a means to receive direct communications from the City twenty-four (24) hours a day, six (6) days a week, Monday through Saturday. Contact means shall be by phone and/or email. A record of all inquiries and all complaints shall be maintained by the Contractor and provided to the City as described in Records and Reports herein.
- c) Customer Complaints Regarding Contractor Service.** If the Contractor receives a complaint regarding the Contractor's service, the complaint shall be forwarded within one hour by the Contractor to the City by telephone and by email. Complaints received before 4:00 pm each day shall be resolved before 5:00 pm that day. Complaints received after 4:00 pm shall be serviced before 12:00 pm the following calendar day. When the Contractor receives the complaint after 12:00 pm on a Saturday or a day preceding an approved holiday, the Contractor shall respond to the complaint no later than 12:00 pm the next day that is not a holiday or Sunday. The Contractor shall document and notify the City regarding complaint resolution status by telephone, email, and as specified under

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Records and Reports. Complaints shall be tracked and reported as specified herein under Records and Reporting.

Each Customer complaint shall be considered legitimate unless challenged by the Contractor. The legitimacy of challenged complaints shall be determined based on a joint inspection by a representative of the City and representative of the Contractor within five (5) days after submittal of such disagreement. Disputes shall be referred to the City, and the City's decision shall be final.

4.12 RECORDS AND REPORTING

- a) **General.** The Contractor shall provide the reports identified in this section in formats approved by the City. It is the City's intent to work with the Proposer/Contractor to collaboratively develop, streamline and finalize the format, content, and transmittal methods for records and reporting during negotiations and before Contract execution.

The information provided in the reports shall relate to the performance of this Contract and for the Contracted Units, Customers, service to City Public Buildings and other services defined herein and under Contract. Reports shall not include any information from the Contractor's residential or non-residential customers that are not Contracted Units per the Technical Specifications of this Contract. The Contractor shall keep records up to date and shall maintain all records and forms throughout the term of this Contract. If needed, future changes to report formats and content shall be acknowledged in writing and with signature by both parties.

- b) **Customer Complaint Reporting.** The Contractor shall submit to the City "Daily Customer Complaint Report" and "Monthly Customer Complaint Report" reports that summarize Customer complaints and corresponding resolution actions and status. The minimum information that shall be provided in the Daily and Monthly Complaint Reports are as follows:

- Service address of the complaint;
- Time and date of the original complaint receipt;
- Type of service (Trash, Recycle);
- Brief description of the complaint;
- A "hotlist" of frequently missed stops, including those missed more than once in a month or more than twice in three (3) months;
- Date of complaint resolution; and
- Summary of complaint resolution.

Complaints that are received daily shall be provided to the City by email within one hour of receipt, and a Daily Customer Complaint Report shall be sent to the City by the end of the following business day. Monthly Complaint Reports shall be provided within fifteen (15) days from the end of the preceding month.

- c) **Incident Reporting.** The Contractor shall submit "Incident Reports" to the City, including information regarding incidents that occur during the Contractor's performance of the Work. All incidents that are deemed an emergency, incur damage to vehicles or property, result in injury, or may impact the delivery of collection services to Customers shall be reported immediately to the City by phone and email. Record of the incident shall be

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recorded on the day of the incident and included in the Incident Report submitted to the City within 24-hours of the incident. The Contractor shall also provide a “Monthly Incident Report” within fifteen (15) days from the end of the preceding month summarizing incidents occurring the previous month including, at minimum, the following information:

- Incident location;
- Time of incident;
- Description of incident, cause, and response (e.g., collection delay, vehicle breakdown, route obstruction and deviations, vehicle accident, personal injuries, property damage, and any emergency agencies mobilized to the incident);
- Photographs (of any incident where photo record may help characterize the incident, damages, fault, etc.); and
- Summary of complaint resolution including list of prior month’s unresolved incidents.

d) Customer Noncompliance Reporting. The Contractor shall report observations, incidents, and non-compliance relating to the Customer’s placement and/or preparation of Trash or Recyclables or other conditions that may be deemed the responsibility of the Customer that prevent safe, efficient curbside collections. If the Contractor refuses to collect materials including the designated Municipal Solid Waste and Recyclables specified in this Contract, the Contractor shall provide written notification to the Customer that minimally may include the placement of compliance stickers (**Exhibit E**) on Waste Containers, Waste Bags, Recycling Containers, or Recycling Carts as described herein under Public Awareness Program. If the Contractor refuses to collect materials, it shall notify the City within one hour so the City’s designated staff can evaluate the Customer non-compliance issue for follow-up, including collaboration with the Contractor if needed to resolve the issue. Examples of Customer Compliance, including those that shall be reported to the City, include:

- Overweight containers;
- Set outs (Waste Containers or Waste Bags) exceeds the City-specified limit;
- Unacceptable items;
- Severely damaged containers; and
- Improper Collection Point.

The Contractor shall submit a “Monthly Customer Noncompliance Report” within fifteen (15) days from the end of the preceding month to include:

- Address of non-compliance Customer;
- Date of non-compliance;
- Description of non-compliance; and
- Type of service (Trash, Recycle).

e) Monthly Trash and Recyclables Report. On a monthly basis and within fifteen (15) days from the end of the preceding month, the Contractor shall provide along with the monthly invoice “Monthly Trash and Recyclables Reports” in a format acceptable to the City and shall include the following:

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- Municipal Solid Waste/Trash reports, including weight slips with summary totals by route and day and totaled for each month. Trash summaries shall include at minimum:
 - Type(s) of municipal solid waste
 - Name of the receiving disposal/processing facility
 - The truck license plate, truck number, driver name
 - The total quantity and weight (tons)
 - Copies of weight tickets and receipts
 - Date and time of each load
 - Signature by the Contractor or authorized representative
 - Recyclables reports for curbside collections including weight slips with summary totals by route and day and totaled for each month. Recycling summaries shall include at a minimum:
 - Type(s) of recyclables (e.g., Single-Stream)
 - Name of receiving processing facility
 - The truck license plate, truck number, driver name
 - The total quantity and weight (tons)
 - Copies of weight tickets and receipts
 - Date and time of each load
 - Signature by the Contractor or authorized representative
 - In the event of load rejection, including such that may result in disposal of recyclables, documentation such as load composition audit, and time-stamped and dated photos of the load to document the cause of load rejection.
- f) **Monthly Contract Customer List.** On a monthly basis, the Contractor shall submit to the City a “Monthly Contract Customer List” including all Customers/Contracted Units and corresponding street address and Collection Point. The Contractor shall work with the City to reconcile service addresses, so the City and Contractor Customer Lists match.
- g) **Annual Vehicle and Equipment List.** By January 15th of each contract year, the Contractor shall submit a complete vehicle and equipment inventory, including the make, model, and age of Contractor vehicles and equipment in use for the performance of Work.
- h) **Annual Collection Route Maps and Collection Schedules.** By January 15th of each contract year, the Contractor shall submit collection route maps that reflect the current collection routes, including the following information:
- Delineated service area (e.g., collection zone) and service day for Trash reflecting all Contracted Units collected under Contract services.
 - Delineated service area (e.g., collection zone) and service day for Recyclables reflecting all Contracted Units collected under Contract services.
 - The number of Contracted Units served in each service area or collection zone.
 - The number of routes/trucks servicing each service area or collection zone.
- i) **Access to Records and Reports.** The Contractor shall allow the City or its agents to obtain records or reports pertaining to Work performed under this Contract at any reasonable time during the term of this Contract and for up to five (5) years from the termination date of the Contract to allow for the inspection and auditing of such records.

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4.13 MEETINGS

During the term of this Contract and for the purpose of ensuring effective communication and collaboration between the City and Contractor, the Contractor shall meet periodically for discussion relating to service, complaints, and other topics relating to the performance of Work.

- a) **Meeting Frequency.** Meetings shall be held no less than monthly. However, it is expected that the Contractor's representative will be available for more frequent meetings during the implementation phase of the Contract.
- b) **Meeting Location.** Meetings shall be held during normal business hours at the City's offices at 503 North 6th Street, Reading, PA, or at alternate locations and alternate meeting formats (i.e., teleconference, virtual, etc.) as mutually agreed.
- c) **Meeting Attendance.** All meetings shall be attended by the Contractor's representative. The City reserves the right to require meeting attendance by additional Contractor staff.
- d) **Meeting Agenda and Record.** Meeting agendas shall be developed by the City and shared with the Contractor. Minutes shall be recorded by the City for subsequent distribution to the parties.

4.14 INVOICES AND PAYMENT

On a monthly basis, by no later than the fifteenth (15th) business day after the preceding month's end, the Contractor shall submit a detailed itemized invoice in a format to be approved by City's Contract Administrator. The invoice shall include the following information and be accompanied by the Reports as specified herein:

- Contractor/company name and address;
- Invoice date;
- Billing month; and
- Invoice amount, including the Unit Fee, number of Contract Customers for the billing month, and monthly invoice total.

The City shall pay all invoices less any Contract Deductions authorized herein within 60 days of receipt. The City shall not be obligated to pay an invoice until all required reports are submitted and any invoice defect or discrepancy cured.

4.15 RATE ADJUSTMENTS

The Contractor shall have the right to request rate adjustments as described below for the component cost only for Unusual Costs and Collection Rates. Except for Unusual Costs, no rate adjustment shall be retroactive.

- a) **Unusual Costs.** The Contractor may petition the City at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The City may request from the Contractor, and the Contractor shall provide such further information as may be reasonably necessary for making its determination. The City shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the City. Unusual Cost adjustments shall be

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specific to only the component(s) that are requested and approved. Unusual Costs shall be paid as a one-time cost or annual rate effective October 1 of each year.

- b) **Collection Rates.** The initial rates set forth in this Agreement shall remain in effect from the beginning of the Agreement, January 1, 2022, through December 30, 2022. Commencing on January 1 of each year thereafter, the rates shall be adjusted utilizing the indexing procedures provided for herein. The rates shall be adjusted on the basis of seventy-five percent (75%) of any increase or decrease, not to exceed three (3) percent annually, in the cost of living as reported in the Consumer Price Index for All Urban Consumers (Water, Sewer, Trash Collection Services) U.S. City average as published by the Bureau of Labor Statistics of the United States Department of Labor (the "Index"). The new rates shall be calculated multiplying the existing rates by a fraction, the numerator of which shall be the Index for the month of October prior to the respective anniversary date and the denominator of which shall be the Index for the month of October, in the previous year; and multiplying this result by 75%. If the Index becomes unavailable, a reasonable substitute, as prepared by the United States Department of Labor or comparable federal agency, shall be used, as determined by the City.

Fred, Frank Please review yearly escalation

4.16 WASTE AND RECYCLABLES AUDITS

If requested by the City, the Contractor shall provide information that characterizes the disposed municipal waste or "Trash" stream and the Recyclables stream originating from the City of Reading. During the Contract Term, the Contractor shall allow the City to conduct, or have conducted, a trash or recyclables audit of City generated materials.

4.17 SCHEDULE OF CONTRACT DEDUCTIONS

The Contractor shall meet or exceed the performance standards established in this Contract for Municipal Solid Waste and Recyclables Collection and Processing on a weekly basis. Performance standards shall correlate to Contract Deductions applied to the Contractor for failure to meet the performance standards. The Contract Deduction for each offense and violation of the Contract is specified below. Contract Deductions will be applied and deducted from the monthly Contract price if the standard is not met. Contract Deductions and the corresponding deduction amounts relating to Contractor performance shall be as follows:

1. Collection Misses.

- a. Collection misses shall be defined as a failure or neglect to collect properly prepared Municipal Solid Waste or Recyclables from any curb location, Designated Collection Point, typically deemed as a Contracted Unit under this Contract. Collection misses include the failure to deliver, maintain, or replace Recycling Containers at those times as provided for per this Contract.

For all complaints received by the Contractor, the Contractor shall collect the missed unit by 5:00 pm the same day. Complaints received after 4:00 pm, shall be collected by 12:00 pm the following day. Each failure to collect within the specified timeframe shall result in a fifty dollar (\$50.00) charge. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a one-hundred-dollar (\$100.00) charge.

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- In the event the Contractor has been notified of a Collection Miss, and the Contractor has not resolved the Collection Miss within 48 hours, the City reserves the right to collect the Municipal Solid Waste or Recyclables from the location of the Collection Miss and to submit the collection, disposal, and processing cost to perform the services to the Contractor as Contract Deductions based on prevailing City wages, hourly burden rates and equipment costs.
- b. If the same premises are missed a second time within thirty (30) days of the first incident, it shall result in the imposition of a one-hundred-dollar (\$100.00) charge. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a two-hundred-fifty-dollar (\$250.00) charge. Referenced premises shall be placed on a ninety (90) days supervised monitor list, the “Hot List” of customer addresses with reoccurring missed stops.
 - c. If the same premises are missed a third time within ninety (90) days of the first incident, it shall result in the imposition of a two-hundred-fifty-dollar (\$250.00) charge. Each additional twenty-four (24) hours of failure to collect after previous notification shall result in the imposition of a five-hundred-dollar (\$500.00) charge. Referenced premises shall be placed on a ninety (90) days supervised monitor list, the “Hot List” of customer addresses with reoccurring missed stops, and any collection miss shall result in the imposition of a one-thousand-dollar (\$1000.00) charge per incident.
 - d. Failure or neglect to complete each route on the regularly scheduled collection day within twenty-four (24) hours of the day of notification shall result in the imposition of a one-thousand-dollar (\$1,000.00) per route, per day charge for each instance. If failure to complete a route occurs a third time within a twelve (12) month period of the first incident, it shall result in the imposition of a two-thousand-dollar (\$2,000.00) charge.
 - e. In the event that the City Contract Manager should temporarily alter the specified collection hours in response to current or predicted severe weather or other hazardous conditions such as, but not limited to, extreme heat, snow, flooding, and public health risks. The Contractor, with written notice and approval of the City Contract Manager, may collect on Holidays to respond to a Storm, Natural, or Man-Made Disaster. Failure or neglect to complete the route on the rescheduled collection days agreed upon shall result in the imposition of a one-thousand-dollar (\$1,000.00) per route, per day charge.

2. Spillage and Litter.

- a. Municipal Solid Waste and Recyclables. Failure to complete residential pickup including the cleanup of spilled material immediately adjacent to Waste Containers and Recycling Containers and/or materials that spill during loading and transporting shall result in a one-hundred-dollar (\$100.00) per incident, per location charge.
- b. Petroleum products or polluting materials. Failure to immediately notify the appropriate City staff of spillage of any amount of petroleum products or polluting materials and/or to immediately take action to clean up the spill shall result in a one-thousand-dollar (\$1,000.00) charge, plus the cost for the response of City personnel, per incident per location.

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3. **Licensed Operators.** Failing to maintain properly licensed vehicle operators shall result in a one-hundred-dollar (\$100.00) per incident, per day charge.
4. **Office Hours.** Failure to maintain office hours as required by this Contract shall result in a two-hundred-fifty-dollar (\$250.00) per incident, per day charge.
5. **Personal Protective Equipment (PPE).** Failure to provide the employees with the required attire, and any necessary and additional PPE per warranted conditions, and to ensure the use of proper footwear for employee safety, as described in Section 4.6(c) above, shall result in a one-hundred-fifty-dollar (\$150.00) per employee, per day charge.
6. **Contractor Hotline.** Failure to maintain a hotline available to customers to call in complaints relating to Contractor-provided collection services shall result in a one-hundred-dollar (\$100.00) per incident, per day charge. The Hotline may be a City-provided phone line and number that is then forwarded to the Contractor or may be a separate number hosted by the Contractor.
7. **Customer and Property Incidents.** Failure of personnel to treat Customer(s) or their property in a professional manner shall result in a two-hundred-fifty-dollar (\$250.00) per incident charge. This includes, but is not limited to:
 - a. Intoxication.
 - b. Use of loud, profane, vulgar, intimidating, or obscene language.
 - c. Soliciting gratuities or tips from the public for services to be performed as part of this Contract.
 - d. Refusal to collect or handle Municipal Solid Waste and Recyclables as required herein.
 - e. Wantonly or maliciously scattering or spilling of Municipal Solid Waste or Recyclables or damaging customer Waste Container or Recycling Containers.
 - f. Wanton, willful, or reckless disregard of public safety or sanitary requirements.
8. **Equipment Care.** Failure to maintain equipment in a clean, safe, and sanitary manner shall result in a one-hundred-fifty-dollar (\$150.00) charge per infraction.
9. **Chronic Equipment Problems.** Failure or neglect to correct chronic equipment problems (chronic shall mean three (3) instances of the same or similar problem with equipment/trucks within a twelve-month period) shall result in the imposition of a two-hundred-fifty-dollar (\$250.00) charge for each occurrence after the second.
10. **Labeling.** Failure to paint, repaint or display the Contractor's name, phone number, City logo, and/or trash or recycling label on collection vehicles shall result in the imposition of a fifty-dollar (\$50.00) charge per incident, per day.
11. **Operating Schedule Adherence.** Failure to comply with the days or hours of operation, as required by this RFP, shall result in the imposition of a one-hundred-dollar (\$100.00) per incident charge.
12. **Provision of Route Supervision.** Failure to provide a Route Supervisor, or similar person, to be available twenty-four- (24) hours a day relating to the performance of Work, field operations, and any emergency that may occur relating to Work or observed during

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performance of Work, as required by this RFP, shall result in the imposition of a one-hundred-dollar (\$100.00) per incident charge.

13. **Property Repair.** Failure to repair any property damage caused by the Contractor or caused by Contractor personnel within three (3) business days of notification shall result in a fifty-dollar (\$50.00) per incident charge. Each additional twenty-four (24) hour period without replacement shall result in the imposition of a one-hundred-dollar (\$100.00) charge.
14. **Throwing Containers.** Throwing of Municipal Solid Waste Containers or Recycling Containers after emptying shall result in the imposition of a fifty-dollar (\$50.00) charge per incident, per location charge.
15. **Container Damage.** Willful damage to or displacement of Waste Containers or Recycling Containers; unless clearly marked for disposal, the sum of fifty dollars (\$50.00) for each offense or a satisfactory replacement to the owner of said container, as described in Section 4.7 of Attachment 2, Technical Specifications.
16. **Parking Spaces.** Blocking parking spaces with Municipal Solid Waste Containers or Recycling Containers or leaving such containers in the street shall result in the imposition of a fifty-dollar (\$50.00) per incident, per location charge.
17. **Continued Nuisance.** Chronic nuisance complaint problems referenced in items 15, 16, and 17 above. Failure or neglect to correct chronic nuisance problems (chronic shall mean three (3) or more similar legitimate complaints within a twelve (12) month period) shall result in the imposition of a two-hundred-fifty-dollar (\$250.00) charge for each occurrence after the second.
18. **Route Adjustments.** Changing routes without proper notification as required by this Contract shall result in the imposition of a one-thousand-dollar (\$1,000.00) per route charge.
19. **Mixing Materials.** It shall be a material breach of this Contract for any vehicle containing Municipal Solid Waste to also contain any Recyclables which were properly source separated by a customer, and shall result in the imposition of a two-thousand-dollar (\$2,000.00) charge, which shall be deducted by the City for the first offense. A Contract Deduction shall be made in the amount of five thousand dollars (\$5,000.00) for each additional offense or, at the option of the City, termination of the Contract.
20. **Material Disposal and Processing Sites.** Failure to dispose of Trash and to process Recyclables included in this Contract at a contractually approved site; the sum of one thousand dollars (\$1,000.00) per collection vehicle load disposed of elsewhere. A contract deduction shall be made in the amount of five thousand dollars (\$5,000.00) for each additional offense or, at the option of the City, termination of the Contract.
21. **Reporting.** Failure to maintain and/or submit to the City all documents and reports required under the provisions of this Contract shall result in the imposition of a one-hundred-fifty-dollar (\$150.00) per incident, per day charge.
22. **Route Schedules/Maps and Schedule Change.** Failure or neglect to provide the current route maps and daily route schedule by January 15th of each year, or provision of route map and schedule at least 30 days before implementing a route change or schedule change

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in conjunction with correspondence with the City, shall result in the imposition of a five-hundred-dollar (\$500.00) charge.

23. **Financial Statements.** Failure to submit an audited financial statement by the prescribed date shall result in a one-thousand-dollar (\$1,000.00) charge and an additional one-hundred-dollar (\$100.00) per day charge thereafter.