

INVITATION FOR BIDS - BOROUGH OF BRIDGEVILLE
ALLEGHENY COUNTY, PA

SOLID WASTE COLLECTION CONTRACT

Sealed bids will be received by the Borough of Bridgeville 425 Bower Hill Road Bridgeville, PA 15017 for its Solid Waste and Recycling Collection Contract. All proposals must be in the hands of Lori Collins Manager, Borough of Bridgeville at 10:00 a.m. prevailing time Friday October 12, 2018 and the same will be publicly opened and read immediately thereafter

Complete drawings, bid specs & other requirements (incl. 10% bid bond, 100% performance bond, etc.) may be viewed at the Borough Office, or viewed/downloaded at www.bridgevilleboro.com. Hard copies available upon request.

Lori Collins, Borough Manager (412) 221-6012

ADVERTISE (2 X):

1st Publication Date: 9/21/18

2nd Publication Date: 9/27/18

BOROUGH OF BRIDGEVILLE
NOTICE TO BIDDERS
SOLID WASTE COLLECTION
RECYCLABLE MATERIALS

Sealed bids will be received by the Borough of Bridgeville 425 Bower Hill Road Bridgeville, Pennsylvania 15017 for the collection and removal of solid waste and recyclable materials on a three year basis with a two year option beginning January 1, 2019.

All proposals must be in the hands of Ms. Lori Collins Manager, Borough of Bridgeville at 10:00 a.m. prevailing time Friday October 12, 2018 and the same will be publicly opened and read immediately thereafter.

Specifications, instruction to bidders and bid forms are available at the administrative office between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday and available for download on the Borough website www.bridgevilleboro.com.

Proposals must be delivered in a sealed envelope and clearly marked on the outside with the words "Borough of Bridgeville – Solid Waste – Recyclable Proposal". Proposals to receive consideration must be accompanied by a Certified Check or Bidder's Bond from a Surety Company authorized to do business in Pennsylvania made to the order of Bridgeville Borough in an amount equal to ten percent (10%) of the total amount of the Proposal.

The Borough of Bridgeville reserves the right to reject any or all proposals or any part thereof, for any reason and also reserves the right to waive any informality therein.

By: Lori Collins
Borough Manager

Pittsburgh Post Gazette
9/21/18
9/27/18

BOROUGH OF BRIDGEVILLE

INSTRUCTIONS TO BIDDERS

SOLID WASTE & RECYCLABLE MATERIALS COLLECTION

OCTOBER 12, 2018

The Borough of Bridgeville invites all garbage, rubbish and recycling contractors that are capable of providing the necessary equipment, personnel and service as described in the following specifications to bid on this contract.

All bids must be submitted on proposal forms obtained from the office of the Manager of Bridgeville Borough and all spaces pertaining to each bid must be completed by the bidder using indelible ink or typewriter. Bids must be placed in a sealed envelope to the Borough of Bridgeville and identified with the bidder's business name and address and must have the following clearly marked on the outside: **"BOROUGH OF BRIDGEVILLE –SOLID WASTE – RECYCLABLE PROPOSAL"**. The Borough of Bridgeville reserves the right to reject any bid if the evidence submitted by such bidder fails to satisfy the municipality that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified therein.

All bids submitted must comply with the applicable State, County and Local laws, regulations and ordinances.

Each bid must be accompanied by a certified check, cashier's check, postal money order, or bidder's bond drawn to the order of the Borough of Bridgeville in the amount of ten (10) percent of the total bid.

The Borough of Bridgeville estimates that there are currently 1,977 residential and 74 commercial units to be served in the municipality.

Bids will be taken on the following basis:

Year one for the period beginning January 1, 2019 and ending December 31, 2019.
Year two for the period beginning January 1, 2020 and ending December 31, 2020.
Year three for the period beginning January 1, 2021 and ending December 31, 2021.

OPTION YEARS:

Year four for the period beginning January 1, 2022 and ending December 31, 2022.
Year five for the period beginning January 1, 2023 and ending December 31, 2023.

The contractor shall collect, haul and dispose of all garbage, rubbish and bulky waste as defined in these specifications from all residential and commercial units specified. The contractor shall also collect, haul and market for reuse recyclable materials from all residential units as specified throughout the Borough.

A performance bond covering the contract as specified shall be furnished by the successful bidder to the order of the Borough of Bridgeville in the amount of one hundred (100) percent of the bid price upon signing the contract. The bid specifications include provisions for compliance with Pennsylvania Act 101 of 1988 which mandates that the Borough establish a curbside recycling program.

The disposal site(s) must be a permitted site(s) approved by the requirements of the State Department of Environmental Protection. Furthermore the site(s) must be among the site(s) that are listed in the Allegheny County Solid Waste Management Plan or subsequent revisions thereto. The bidder must provide written proof of permission to dump at such site for the duration of the contract. Solid waste, as used through these specifications, shall mean garbage, refuse, rubbish and ashes.

The bidder's bond or approved deposit will be returned to the successful bidder upon signing of the contract and the posting of the performance bond. The bidder's bond or deposit will be returned to all unsuccessful bidders within thirty (30) days after award of the contract.

Each bid must be submitted on forms provided with all unit prices, total prices, and grand totals inserted. Bidder must also complete the "Experience and Equipment Questionnaire" – a part of this document. Bridgeville Borough Council reserves the right to reject any and all bids or any portion of any bid for any reason whatsoever and to waive any technicalities. Therein, each bid shall remain firm for a period of sixty (60) days.

**EXPERIENCE AND EQUIPMENT QUESTIONNAIRE
COLLECTION, REMOVAL AND DISPOSAL OF SOLID WASTE &
RECYCLABLES**

In accordance with the specifications, each bidder shall answer the following questions. Failure to answer all questions may result in a disqualification of bid. Include attachments where applicable.

1. Number of refuse collection vehicles presently owned by your organization:

2. A. Name of insurance carrier: _____

B. Amount of insurance on each vehicle: _____

C. Name of body manufacturer: _____

D. Capacity: _____

E. Year manufactured: _____

F. Years of actual service: _____

G. Present condition: _____

H. Type of body: _____

License Number of each Vehicle – Proof of Licensing:

I. Method of cleaning vehicles: _____

J. Will employees be uniformed: _____

K. Representative available to administer and receive calls relative to rubbish removal? Yes: _____ No: _____

Phone Number: _____ Hours: _____

3. A. Will new collection vehicles be purchased for the Contract? _____
If so, provide the following information:

B. Type of body: _____

C. Capacity: _____

4. A. Location of the sanitary landfill owned by or available to your organization.
Provide a copy of DEP permit and list date of expiration: _____

Approved by the State in which landfill is located? Yes: _____ No: _____

B. Approved and licensed by Host Municipality? _____

C. Total number of acres: _____

D. Number of years operating: _____

E. Total number of unfilled acres: _____

F. Estimated duration of landfill: _____

G. Type of cover material: _____

H. Number and type of equipment used at the landfill: _____

I. Type of refuse accepted: _____

J. Serves what municipalities: _____

K. Do you have a limit on tonnage of disposal? Yes: _____ No: _____

If yes, how much? _____

5. A. How many years experience as a contractor has your organization had? _____

B. In what municipalities or for what major clients? _____

6. If a corporation, state the following:

A. Date when organized: _____

B. Organized under the laws of what state: _____

C. What was the most current liquidity ratio for the corporation (current assets/current liabilities)? _____

D. Names of Officers: _____

7. From what municipalities have you had collection contracts which required removal and disposal of garbage and recyclable materials?

8. Have you failed at any time to complete a contract? If so, with what municipality and state circumstances:

9. Have any of your partners or any officers of your corporation failed to complete a contract? _____

If so, state the name of the individual municipality and state circumstances: _____

10. Did your organization or any member of it when lowest bidder on a municipal contract withdraw your or his bid? _____

11. Have any liens of any kind been filed against any of your contracts? If yes, give details:

12. Give the name, address and telephone number of the surety (bonding) company which agrees to furnish you with a Performance Bond as set forth in the bid specifications:

13. Are there any unsatisfied judgments recorded against you, your partnership (or any member of it), or against your corporation? _____

If yes, provide the name and address of each judgment: _____

Signature/Title

Date

1. GENERAL SPECIFICATIONS

- A. The following information is provided to enable bidders to compare the Borough of Bridgeville with other municipalities for the purpose of providing for the collection of Solid Waste and Recycling Materials as identified in this document:

Population – 5,148 (per 2010 census)

Area – 1.1 square miles

Streets – approximately 25 miles

Alleys – A Borough – wide network of alleys exists.

Collection units – approximately 2051

- B. It is understood that this information in no way limits the contract or relieves the contractor of any obligation to furnish complete Solid Waste and Recyclable collection for the Borough of Bridgeville as described in this document.
- C. The Borough will be responsible for the invoicing and collection of garbage fees imposed upon the residents.

2. GENERAL INTENT AND PURPOSE:

The general intent and purpose of the specifications of the Borough of Bridgeville is to have a comprehensive collection system for all types of refuse. Regardless of Contract Options, there will be a WEEKLY unlimited collection, removal from the curb and final disposal of all garbage and rubbish, as described more fully hereinafter. Attention is called to special requirements listed hereafter for the handling of the “PUBLIC PLACES REMOVAL’ and “CHRISTMAS TREES”. Also included will be a WEEKLY collection of commercial accounts garbage and rubbish currently serviced within the municipality.

Also included will be an unlimited WEEKLY collection, removal, storage and marketing of recyclables for the residential units of the Borough of Bridgeville

3. GENERAL SCOPE OF WEEKLY COLLECTION SERVICES

Once each week on an unlimited basis, the Contractor shall collect, remove and dispose of all solid waste from the curb and premises of all units currently receiving curbside trash service.

Beginning the week of January 1, 2019 as agreed to in the contract, the Contractor shall collect at curbside all commingled recyclable materials and other recyclables as designated by the Borough and direct same to a mutually agreeable end market.

4. TERM OF CONTRACT AND EXCLUSIVE RIGHT

The contractor will be granted the exclusive right of franchise to collect and remove all solid waste and the items designated by the Borough of Bridgeville (Borough) to be recycled (recyclables) from all units currently receiving curbside trash service (estimated to be 2,051 units) The collection and removal of solid waste shall begin January 1, 2019 and end according to the contract signed by the Borough. The collection and removal of recyclables shall begin the same.

5. DEFINITIONS

- A. **CONTRACTOR** – For purposes of this agreement, the term contractor is used interchangeably with hauler, collector and successful bidder.
- B. **SOLID WASTE** – As used in these specifications, solid waste shall include all garbage, refuse, rubbish, and ashes, including but not limited to all table and kitchen offals and waste, broken dishes, broken glass, chinaware, together with all paper containers in which such materials may be wrapped.

The term rubbish, refuse and ashes shall consist of any and all items normally found around the household, and shall include, but not be limited to all items of furniture and appliances, empty paint cans, grass, weeds, trees and brush provided trees and brush are less than six (6) inches in diameter and cut into lengths not over four (4) feet and placed in containers or tied in bundles. Plaster, wood or other construction materials resulting from residents doing small repairs are included provided that the material can be placed in containers no larger in size than forty (40) gallons or if cut into lengths of not over four (4) feet and tied in bundles.

SOLID WASTE DOES NOT INCLUDE dirt, stones, automobile parts, block, brick, plaster, wood or other construction materials or debris resulting from major alterations or new construction of buildings or sidewalks. Also, not included are items that the Borough identifies as Recyclable Materials and Leaf Waste.

C. **RECYCLABLE MATERIALS:**

Materials generated by residents and commercial, municipal and institutional establishments which are specified by the Borough and can be separated from solid waste and returned to commerce to be used as a resource for the development of useful products. Recyclable materials may include, but are not necessarily limited to: clear glass, brown glass, green glass, aluminum, steel and bimetallic cans, plastics (Types 1,2,3,4,5,6 and 7) high grade office paper, newsprint, magazines, and multi grades of corrugated cardboard (must be cut and bundled no larger than 12" x 16") and other mixed paper. The recyclable

materials selected by the Borough may be revised from time to time as deemed necessary by the Borough.

Recyclables shall be picked up at curbside through a one bin, commingled system. Excess recyclables which do not fit into the provided bin will be put in a container with a sticker furnished by the Contractor.

- D. LEAF WASTE: – leaves from trees, bushes and other plants; garden residues; chipped shrubbery and tree trimmings, but not including grass clippings.
- E. SOLID WASTE CONTAINERS: - containers which are constructed of metal or plastic which are water tight, covered and no larger than forty- (40) gallons.
- F. RECYCLABLE BIN: - a container furnished by the Borough for collection of commingled recyclables.
- G. UNIT – The term “unit” shall mean and include residential properties (single family, multiple family, apartments and rooming houses, small business) whether situated in residential, commercial or industrial districts, excluding any apartment over three stories. It shall be construed to mean every individual or group of individuals occupying or using a dwelling whatsoever nature or kind, or part of the same where food may be separately prepared for use of consumption of such occupant or occupants.
- H. CURB PICK UP – The term “Curb Pick Up” shall refer to items placed at the curb or at a point no further than five (5’) from the back of the curb. Pick up of items placed more than five (5’) from the back of the curb shall not be included in this Contract.
In areas where there are no curbs, the term “Curb Pick Up” shall refer to items placed no further than five (5’) feet from the edge of the traveled roadway.
In areas where there are paved alleys accessible to collection vehicles, “Curb Pick Up” shall mean collection of garbage and rubbish from the alley rather than from the street. Items shall be placed no more than five (5’) from the edge of the traveled alley roadway.

6. EQUIPMENT

- A. The contractor shall furnish all the necessary equipment and all the necessary labor required to collect and remove solid waste and recyclables.

Equipment to be used in the performance of the solid waste collection and removal portion of the contract shall be of late model, non-leakable and of the automatic packer type and must have the name of the contractor painted on each

side. The equipment for collection and removal of recyclables shall be of a type that will protect and promote the quality of recyclable materials. All equipment shall be in such condition that the schedule of collections, as presented to the Borough Manager, can be maintained. Breakdowns or faulty equipment will not be sufficient reason to deviate from this schedule. The contractor shall use the equipment identified in the proposal or equipment of equal type, specifications and age, usual wear and tear expected, at all times during the performance of the contract and shall promptly acquire and use such additional equipment required to insure the performance of the contract.

- B. No solid waste or recyclables shall be dumped or deposited within the boundaries of the Borough of Bridgeville. All solid waste shall be disposed of at a landfill permitted by the Commonwealth of Pennsylvania's Department of Environmental Protection (DEP) of the contractor's choosing, as long as it is among the site(s) listed in the Allegheny County Solid Waste Management Plan or subsequent revisions thereto. The successful contractor shall certify in writing that the contractor has a DEP licensed site, which will accommodate refuse anticipated from the Borough for the life of the contract.
- C. The contractor shall transport the collected recyclable materials to a purchaser's site or point of disposal used for said recyclables approved by the Borough and the contractor shall have the responsibility for the sale of such materials in a timely manner and at a competitive price. No recyclable materials may be disposed of in a landfill or manner other than identified in this agreement. Contractor assumes all responsibility and liability for storage and disposal of the recyclable materials in the event it is unable to use the recyclable materials.

7. SCHEDULING

- A. The contractor shall prepare a schedule of solid waste pick-up for each household on a weekly basis within ten (10) days after the Borough awards the contract. The contract is based on servicing existing single family residential units, two family dwellings and commercial units currently utilizing the service. The Borough estimates that there are approximately 1977 residential units and 74 commercial units. It is the responsibility of the contractor in preparing the route schedule to determine the exact number of units to be serviced. The Borough agrees to provide whatever assistance possible by supplying computer printouts of its records to determine the final count on a quarterly basis.
- B. All solid waste and recycling will begin the week of January 1, 2019 and shall be removed from all units currently receiving service in the Borough of Bridgeville. Recyclables shall be picked up on the same day as the solid waste. All residents shall place the solid waste material at the curb in their

own containers up to forty (40) gallons in capacity or equivalent plastic bags. Large items, e.g. furniture, may be placed separately at the curb. Recyclable materials shall be placed in the container provided by the Borough. The bid shall reflect that the Borough is providing recyclable containers. Such containers shall be placed at the curb at the owner's risk.

8. ITEMS NOT INCLUDED AND WILL NOT BE PICKED UP

The amount of solid waste at the curb shall be unlimited except as noted: The contractor is not required to pick up remodeling and construction materials (except as defined in Section 5, Paragraph B of these instructions to bidders), paving materials, cement, sand, broken concrete, metal fifty-five (55) gallon drums and metal grease drums. SOLID WASTE DOES NOT INCLUDE dirt, stones, automobile parts, block, brick, plaster, wood or other construction materials or debris resulting from major alterations or new construction of buildings or sidewalks. Also, not included are items that the Borough identifies as Recyclable Materials and Leaf Waste.

The contractor may negotiate with the homeowner for an additional charge to remove the items outlined in this paragraph. It is the responsibility of the contractor to notify residents which items are not required to be picked up through a newsletter or announcement in the local paper.

9. PUBLIC PLACES REMOVAL:

The successful contractor will provide suitable containers and free collection at the following sites.

1. Chartiers Park -- Three (3) containers 1-1/2 yard size. March through November. Two (2) for refuse and one (1) for recyclables to be picked up once per week.
2. McLaughlin Park -- Two (2) containers 1-1/2 yard size. January through December. One (1) for refuse and (1) for recyclables to be picked up once per week.
3. Cook School Park -- Two (2) containers 1-1/2 yard size. March through November. One (1) for refuse and (1) for recyclables to be picked up once per week.
4. Bridgeville Borough Building -- One (1) container 1-1/2 yard size. January through December to be picked up once per week.
5. Bridgeville Volunteer Fire Department -- Two (2) containers 1-1/2 yard size. One (1) for refuse and (1) for recyclables to be picked up once per week January through December.

10. CHRISTMAS TREES

At no extra cost to the resident, the collector, during the period from December 25th to January 15th shall pick up Christmas trees placed at curbside.

11. HANDICAPPED BACKYARD SERVICE

Handicapped or disabled persons unable to transport garbage, rubbish, bulky waste or recyclables shall be provided with backyard pick-up service at no extra charge. (At least one (1) person in a household must be handicapped and/or disabled). A handicapped or disabled person is by definition a person with a physical or mental impairment that substantially limits major life activities; has a record of such of an impairment; or is regarded as having such an impairment. Other persons desiring any type of additional service beyond the scope of the contract may negotiate arrangements with the Contractor separate from the respective contracts. Any such special service shall be chargeable to those individuals utilizing the special service at a uniform rate throughout the Borough by the Contractor.

12. CLEAN UP

Contractor is responsible for cleaning up strewn or spilled garbage and other refuse, replacing lids, cleaning up leaks or spills of oil or hydraulic fluid from trucks and for repairing any damage caused by its activities. Such repairs or clean up shall be attended to promptly and in no event later than the same day if notification is received by 3:30 p.m. or within 24 hours if notification is received after 3:30 p.m. If Contractor fails to clean up spilled garbage or spills of oil or hydraulic, the municipality may clean up as necessary and bill Contractor for labor and materials.

13. COMPLIANCE WITH LAW

The Contractor shall comply (1) with the provisions of PA State Ann. Tit. 16 § 5175 et seq. As amended, relating to the transportation and disposal of garbage; (2) with all applicable ordinances and resolutions of the represented; (3) with all applicable ordinances and resolutions of other municipalities (including the payment of all applicable fees and charges) through which the Contractor's trucks and equipment will travel; (4) with all applicable rules, regulations and requirements of the County of Allegheny, the Commonwealth of Pennsylvania, and the Federal Government. Each bidder must submit, with his bid, a certified copy of the authorization which permits his method of disposal; and (5) with the provision of Act 101, the Municipal Waste Planning, Recycling and Waste Reduction Act of 1998 relating to recycling and landfill designations. Also, a complete compliance history for any and all facilities owned and/or operated by the Contractor and any parent, subsidiary or cooperative owner/operator of waste

treatment, processing, disposal or hauling facilities per PA-DEP Form HW-C Compliance History and Instructions.

14. CAPABILITY TO PERFORM

Bidders must be prepared upon request to present evidence of sufficient equipment, manpower, facilities, financial capability and experience to successfully accomplish the herein specifications in a routine manner (i.e. on a weekly collection basis).

15. DISPOSAL SITES AND VEHICLES

The successful bidder shall furnish the municipality with all of the required documentation listed below within ten (10) day after written notification of said bidder being the low responsible bidder. Such documentation shall include:

(a) Proof that all required Local, County, State and Federal agency permits have been issued to the disposal site or sites where garbage, rubbish, bulky waste, and recyclables from the Municipality shall be deposited.

(b) Evidence of ownership and possession of garbage trucks for use in connection with the Contract. These trucks and/or their replacement must be licensed and approved by the appropriate agencies. License for the same must be submitted at the time prescribed above. This equipment shall also be licensed in the name of the bidder. Said trucks must be watertight with metal lids or covers which shall be so constructed that they will be closed tightly when loaded. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All vehicles must be identified per PA-DEP regulations.

16. EMPLOYEES/AGENTS

The Contractor's employees or agents must be dressed in garb easily identifiable to residents and in such a manner as is acceptable to the Borough. Any Contractor's employee working or walking along a public street in the municipality while carrying out any part of the Contract between the Municipality and the Contractor shall wear the required safety gear and equipment normally utilized and recommended for such work activities.

17. EQUIPMENT BY CONTRACTOR

All labor and equipment of every kind necessary to carry out the provisions of the specifications shall be furnished by and at the expense of the Contractor.

18. BID BOND

Each bid shall be accompanied with bid bonds in the name of all parties as their interest may appear. Bond shall be in the sum of ten percent (10) of the first annual contract amount for the Municipality. The bond shall be furnished by a reputable bonding company authorized to do business in Pennsylvania. The conditions of the bond shall be that the bidder, upon being awarded the Contract by the Municipality, shall enter into a written agreement with the municipality to perform the service and/or to provide the materials as outlined in these specifications in default of which the Contractor and the Surety shall be liable for any damages or losses incurred by the Municipality in obtaining alternate or additional bids and the difference between the amount of such bids and the bids submitted herewith. The bidder's bond or deposit will be returned to all unsuccessful bidders within thirty (30) days after the bid opening date.

19. PERFORMANCE BOND

The Contractor shall make, execute and deliver to the Municipality within fourteen (14) calendar days after receipt of notice that the contract has been awarded a Contractor's performance bond with a reputable surety company authorized to do business in Pennsylvania, which shall cover the first year of the Contract price, and which bond shall be in the sum of one-hundred percent (100%) of the first year Contract price, and which bond shall explicitly provide that it shall indemnify the municipality against any and all obligations which municipality might incur by reason of the Contractor failing to perform its obligations incurred under the terms of its agreement; notwithstanding that any such obligation to indemnify may occur at the 1) beginning, middle or later months of the performance period. Within thirty (30) days prior to the end of the first year, the Contractor shall furnish a like bond to cover the second year of the Contract and the same like prior to the end of the second year. Should the optional fourth and fifth year contract extensions be accepted, a performance bond shall be provided in a like manner as for preceding years.

20. INSURANCES

(a) The Contractor shall have and maintain Comprehensive General Liability Insurance for the entire duration of the Contract with the Municipality in order to protect the Contractor in providing service under the contract award form claims for damages or injuries to persons, including wrongful death and for damages to property which may arise from operations under the contract, whether such operations by the Contractor or any subcontractor or by anyone directly or indirectly employed by either Contractor or subcontractor. The Contractor accepts responsibility for and shall indemnify the Municipality and its residents, agents and employees against any liability losses and damage (including reasonable attorney's fees and costs of defense) arising out of the negligence of Contractor or Contractor's failure to comply with applicable laws or ordinances or

the terms and conditions contained herein in its performance under this Contract, including, but not limited to, personal injury or property damage suffered by the Contractor's own employees or by the Municipality or its residences or third persons.

(b) Contractor shall carry an insurance policy providing complete Commercial General Liability Insurance insuring the Contractor for limits of not less than \$1,000,000 combined single limit. The Borough shall be named an additional insured.

(c) Contractual Liability on a blanket basis or Contractual Liability specifically covering this contract.

(d) Contractor's protective liability.

(e) Completed Operations.

(f) Contractor agrees to notify the Municipality immediately of any accident or event which could result in a claim and to cooperate fully in any investigation.

(g) The Contractor shall also carry the following additional insurances:

(1) Worker's Compensation Insurance as required by law.

(2) The Contractor must maintain Business Automobile Liability Insurance with a \$1,000,000 combined single limit coverage (for bodily injury and property damage) for the entire term of the Contract.

21. CERTIFICATES OF INSURANCE

The Contractor will provide the Municipality prior to commencing work, the certificates of insurance evidencing the above coverage and the renewal of such policies of insurance which expire during the term of this Contract. All certificates of insurance so provided must also provide that the insurance company will notify the Municipality in writing, by mail, thirty (30) days prior to the termination of the policy and prior to any alterations in the policy which alterations change, restrict or reduce the insurance provided or change the name of the insured.

22. INDEMNITY

The Contractor shall be responsible for any loss, personal injury, death and/or other damage that may be done to, or suffered by any employee of the Contractor or any other person in connection with the operations to be carried out pursuant to these specifications, or to the Contract award to the successful Contractor, and shall indemnify and save the Municipality or any of its officers, agents or servants harmless against any claims for such loss, injury, death and/or damages against

any claims for compensation to any employee of the Contractor. This shall apply to all cases of such loss, injury, death and/or damages including cases of loss, injury, death, and/or damages for which the Municipality is not solely negligent.

23. LENGTH OF CONTRACT

The term of the Contract shall be for a three (3) year period from the date the Contract is executed and ending three (3) years thereafter. This Contract period will be extended two (2) successive years should the optional fourth and fifth years Contract bid be accepted. The contract will automatically terminate at the end of the three (3) years or five (5) years should the optional fourth and fifth years be accepted

24. TRANSFERABILITY OF CONTRACT

When the Contract has been entered into, it shall not be assigned, transferred, subcontracted or set over to any person, firm or firms, corporation or corporations, without the specific written consent of the Borough Council. The Contractor is an independent contractor and all of his employees, servants, agents or supervisors are employees of the Contractor and not the Municipality and/or its members. All equipment used by the Contractor in the collection, removal and disposal of Garbage/Rubbish/ Bulky Waste, Recyclables, etc. shall be licensed and registered by him and operated by him and his employees. Any violation of these specifications shall be sufficient cause for the immediate cancellation of the Contract by the Municipality which may thereupon employ the necessary labor to perform the work or re-advertise and re-let the work at the expense of the offending Contractor and his Sureties.

25. FREQUENCY OF COLLECTION

Once a week, the Contractor shall collect, remove and dispose of all garbage and rubbish items from all contracted units within the municipality. Collection of such items shall be between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and shall be performed in a quiet, orderly, business-like manner so as to cause no unreasonable odor, annoyance, inconvenience or traffic hazard to the residents of the Municipality or traveling public or damage to private property.

Also included shall be the weekly collection, removal, storage and marketing of recyclables.

26. MANNER OF COLLECTION

Bids shall be submitted for curbside collection. Residences and Businesses are required to comply with curbside pick-up requirements, except in instances described within these specifications.

27. ACTS OF GOD

If the Contractor is delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence including, but not restricted to Acts of God or of the Public Enemy, acts or neglect of the Municipality, acts or neglect of any other contractor, fires, floods, snows, epidemics, quarantine restrictions, strikes or riots, the period hereinabove specified for the completion of his work shall be extended by such time as shall be fixed by the Municipality. No such extensions of time shall be deemed a waiver by the municipality of its right to terminate the Contract for abandonment or delay by the Contractor as herein provided or relieve the Contractor from full responsibility for performance of his obligations hereunder.

28. COMMUNICATIONS DURING CONTRACT

A representative of the Contractor will contact the municipality via telephone at least once per scheduled pick up workday to receive any complaints, problems with service or requests for service.

29. CHARGES AND PAYMENT TO THE CONTRACTOR

A. General

1. Payment from the Borough to the contractor for services.

The Borough will remit payment to the contractor on the basis of one-twelfth (1/12) of his yearly bid price in monthly payments, payable before the thirtieth (30) day of the month which performance has been rendered.

30. PENNSYLVANIA HUMAN RELATIONS AND MINIMUM WAGE RATES

- A. The contractor agrees that he will comply with the provisions of the Pennsylvania Human Relations Act in providing equal employment opportunities in connection with all work performed by him at the job site pursuant to this contract.
- B. The minimum wage rates for each craft or classification on all workers needed to perform this contract during the anticipated term, hereof shall be governed by the "Pennsylvania Minimum Wage Law". The contractor's attention is directed to this statute so that the applicable provisions of this Act shall be strictly adhered to in the performance of the contract. Failure to adhere to the applicable provisions of this Act shall be sufficient grounds for the Borough to declare this contract in default or to terminate the contract.

31. REPORTS

The contractor shall furnish to the Borough of Bridgeville the number of tons of solid waste and recyclables removed, together with the number of dwelling units serviced yearly. This shall be received no later than thirty (30) days after the close of the year.

32. ARBITRATION

In the event of any dispute concerning any of the provisions of this contract, the dispute shall be submitted to a Board of Arbitration, consisting of one person selected by the contractor, one person selected by the Borough, and one person selected by the first two appointees. Every effort shall be made to make a prompt determination of the dispute.

33. TERMINATION

A. In the event the contractor defaults in the performance of any of the covenants or agreements to be kept, done or performed by it under the terms of this agreement, the Borough shall notify the contractor in writing of the nature of such default. Within five (5) days of such notice, the contractor shall correct the default.

B. If the contractor fails to correct the default as provided above, the Borough, without further notice, shall have all of the following rights and remedies, which the Borough may exercise singularly or in combination.

1. The right to declare that this agreement together with all rights granted contractor hereunder are terminated, effective upon such date as the Borough shall designate.
2. The right to rent or lease the equipment from the contractor for the purpose of collecting, transporting and processing recyclables which contractor is obligated to collect, transport and process pursuant to this agreement, for a period not to exceed eighteen (18) months; in the case of equipment not owned by the contractor, is permitted to do so under the instrument pursuant to which contractor possesses such equipment, the right to possess the equipment. Payment for expenses incurred by the Borough in so doing shall be collected from the contractor or his bonding company.
3. The right to contract others to perform the services otherwise to be performed by contractor hereunder or to perform such services itself. Payment for expenses, incurred by the Borough in so doing

shall be collected from the collector or his bonding company. Such operation with another collector shall not release the contractor from his liability to the Borough of Bridgeville for such breach of contract.

34. INSOLVENCY OF CONTRACT – TERMINATION OF AGREEMENT

Either the appointment of a receiver to take possession of all or substantially all of the assets of the contractor, or a general assignment by contractor for the benefit creditors, or any action taken by or suffered by contractor under any insolvency or bankruptcy act shall constitute a breach of the agreement by contractor and shall, at the option of the Borough, terminate this agreement.

35. OFFICE AND TELEPHONE FACILITES

The contractor shall provide office and toll free telephone facilities by which the officials of the Borough or any user of the service may communicate with him and shall have someone in constant daily attendance at said office between the hours of 9:00 a.m. and 5:00 p.m., except Saturdays, Sundays and holidays. Such telephone communications shall be at the contractor's expense.

36. BIDDERS

The bidder shall be either an individual, a corporation or a partnership. In the event that a bid is submitted by a partnership, one partner shall assume responsibility as a "General Partner" and any bonds submitted by the partnership shall pledge the full responsibility and liability of the "General Partner"

37. INCORPORATION INTO CONTRACT

These specifications shall be deemed to be incorporated into and be a part of the contract between the successful bidder and the Borough.

38. RECYCLING

A. The cost of pick up and disposal of recyclable materials will be included in the hauler's monthly charge. The contractor shall prorate the cost of the pick up and disposal of recyclables over the entire length of the contract. Pick up and disposal of recyclable materials will commence on January 1, 2019.

A. The cost of any recycling fee included in the monthly charges as permitted by Pennsylvania Act 101 shall be identified to the Borough along with the bid.

- B. The contractor shall do the following:
 - 1. Select a site(s) for the sale and disposal of recyclable items subject to the approval of the Borough of Bridgeville.
 - 2. Separately weigh each of the recyclables collected.
 - 3. Report to the Borough the weight of each of the recyclable items and their combined weight no less than (30) days after the close of each year.
- C. The contractor is responsible to pick up as recyclables only those recyclable items placed in Borough of Bridgeville containers and those other items agreed to in the contract.

39. PUBLIC AWARENESS PROGRAM

- A. Contractor's Responsibilities
 - 1. Introductory Packet – Contractor will prepare and distribute an introductory packet of information regarding the curbside solid waste and recycling program, approved in advance by the Borough of Bridgeville. Information shall be delivered to each residence and shall include:
 - a. A letter emphasizing residential participation in the program.
 - b. An information card containing specific information to the resident regarding collection day, non-collection holidays, preparation of materials, etc.

40. RECYCLING CONTAINERS

- A. Replacement of Containers – The parties acknowledge that from time to time a resident may lose or otherwise destroy the containers supplied by the Borough. The Borough of Bridgeville shall make additional containers available for purchase.
- B. Specifications for replacement containers will be similar to those used by the Borough for containers the Borough has purchased.

PROPOSAL FORM

FOR THE COLLECTION, HAULING AND DISPOSAL OF GARBAGE, RUBBISH, BULK WASTE AND RECYCLABLES.

Gentlemen:

(I) We _____

have examined all of the specifications and related contract requirements outlined in the documents for the collection, hauling and disposal of all garbage, rubbish and recyclables associated with residential dwelling units and commercial business utilizing the service in the Borough of Bridgeville and having examined the roads and streets to be traversed in the Borough in performing the services described in the aforementioned specifications, do hereby submit our bid for the services at the following contract rates:

The Borough of Bridgeville seeks a price quotation for three (3) successive years, plus two (2) option years for unlimited WEEKLY collection, removal from the curb and final disposal of all garbage and rubbish as well as the collection of Bulky Waste. An option of a HHW and e-waste collection has also been requested (see attached specifications). Included in these quotations will be unlimited WEEKLY collection, removal, storage and marketing of recyclables along with a MONTHLY option for recyclable pick-up.

Contractor provides collection of refuse and recyclable per bid specifications at a per unit charge for 1977 Residential Units and 74 Commercial Units currently receiving service.

Garbage, Rubbish (Unlimited Each Week) Recyclables (Unlimited each Week)	Year 1	Year 2	Year 3
Cost per Unit per Month:	\$ _____	\$ _____	\$ _____
Cost per Unit per Year:	\$ _____	\$ _____	\$ _____
	Year 4 (Option Year)	Year 5 (Option Year)	
	\$ _____	\$ _____	
	\$ _____	\$ _____	

Garbage, Rubbish (Unlimited Each Week) Recyclables (Unlimited each Week) Include HHW E-Waste Program	Year 1	Year 2	Year 3
Cost per Unit per Month:	\$ _____	\$ _____	\$ _____
Cost per Unit per Year:	\$ _____	\$ _____	\$ _____
	Year 4 (Option Year)	Year 5 (Option Year)	
	\$ _____	\$ _____	
	\$ _____	\$ _____	

Bidder/Contractor

Signature

Date

Title

INVITATION FOR BID or RFP INSERT
FOR MUNICIPAL e-Waste and HOUSEHOLD HAZARDOUS WASTE COLLECTION
SERVICE

On-Call Door-to-Door e-Waste and Household Hazardous Waste Collection, Processing and Disposal

1. Contractor, either through its own equipment and personnel or through a qualified subcontractor, shall provide to the residents of Bridgeville Borough an on-call door-to-door e-Waste and Household Hazardous Waste (“HHW”) collection, processing and disposal service (“HHW Service”) during the term of the Contract and any extensions thereto. The purpose of the e-Waste / HHW Service is to provide a safe, convenient, efficient and cost-effective method for residents to dispose of Acceptable e-Waste / HHW Materials (as defined herein) that are otherwise difficult to dispose of and which are being stockpiled in residents’ homes. The Contractor’s e-Waste / HHW Service shall include the following mandatory components:
 - A. The program must be offered to all residents on an on-call basis. For residents to schedule a collection date, a toll-free hotline must be provided with live operators between the hours of 8:00 AM and 5:00 PM EST, Monday through Friday (English and Spanish speaking operators). An automated call system shall be available for calls received after hours, on weekends and holidays. A web-based platform also must be available 24 hours per day, seven days per week, to permit residents to schedule collections.
 - B. Contractor must provide each resident via U.S. Mail at least seven (7) days in advance of the scheduled collection date a containment device (box/bag) which is approved by Bridgeville Borough. Each containment device should hold approximately 50-75 pounds of Acceptable e-Waste / HHW Materials. Residents may fill the bag, and also can place outside the bag large items such as straight fluorescent lamps, auto batteries and electronics.
 - C. An instruction sheet must accompany the containment device with complete details about the e-Waste / HHW Service. Blank labels shall be included with the containment device for residents to label and identify unlabeled Acceptable e-Waste / HHW Materials. In addition, a pre-printed, postage pre-paid survey card must accompany the containment device, soliciting customer feedback on the e-Waste / HHW Service. The return address on the survey cards will be to a representative to be designated by Bridgeville Borough.
 - D. Acceptable e-Waste / HHW must be collected from the resident’s property and not from public property including the curb. Residents must be

advised during the initial scheduling call on how to place their Acceptable e-Waste / HHW Materials for collection. Technical assistance shall be available for residents who request assistance.

- E. Scheduling and collection priority shall be given to residents with disabilities or those who are moving in the immediate future.
 - F. All Acceptable e-Waste / HHW Materials must be properly separated preceding transportation to avoid contact with incompatible substances, must be packaged properly by Contractor, and must be shipped to permitted facilities for recycling, treatment or disposal (in that preferred order).
 - G. Contractor must indemnify the Borough for any action that may occur after Contractor has taken possession of the Acceptable e-Waste / HHW Materials.
 - H. Contractor shall assist Bridgeville Borough in developing press release and/or advertising material to announce the HHW Service, and will assist Bridgeville Borough in the planning of a public education campaign introducing the e-Waste / HHW Service.
 - I. Contractor shall provide Bridgeville Borough quarterly and annual reports detailing all Acceptable e-Waste / HHW Materials collected, number of homes collected from, pounds per home and other pertinent details as may be required by Bridgeville Borough.
 - J. The collection of e-Waste / HHW from businesses is excluded. Homes with commercial chemicals, containers of more than five gallons and home businesses will not be served.
 - K. Contractor must demonstrate that it, and all proposed subcontractors, are registered hazardous waste transporters in good standing with the state, and have all necessary licenses, endorsements, permits and training to safely and properly perform the e-Waste / HHW Service in compliance with applicable federal, state and local statutes, laws, rules and regulations.
2. Contractor's bid [proposal] must include the following information; failure to provide same shall render Contractor's bid [proposal] nonresponsive :
- A. Contractor's door-to-door e-Waste / HHW Service experience during the past five (5) calendar years, and/or the door-to-door e-Waste / HHW Service experience of any proposed subcontract providers during that time period.

- B. Contractor should identify total number of door-to-door e-Waste / HHW Service collections performed during the past five (5) years, and/or the total number of door-to-door collections performed by proposed subcontractors.
- C. Contractor must include the identification of no less than three (3) municipal references, including contact information.
- D. A narrative description of Contractor's proposed e-Waste / HHW Service offering, including the identification of any subcontractors that will perform any portion of the e-Waste / HHW Service, the identification of all recycling, treatment/processing and disposal destinations for the Acceptable e-Waste / HHW Materials collected from residents.
- E. An operations plan describing the manner in which a typical collection event from a resident's location will be scheduled and performed, and the manner in which the Acceptable e-Waste / HHW Materials will be recycled, treated/processed and/or disposed of by Contractor.
3. Contractor shall identify with its bid [proposal] the Acceptable and Unacceptable e-Waste / HHW Materials. By way of example only, the following suggested list is provided:

ACCEPTABLE HHW WASTES	UNACCEPTABLE
Pesticides & Insect Sprays	Biological Waste
Herbicides	Radioactive Materials including Detectors
Rust Removers	Ammunition and Explosives
Swimming Pool Chemicals	Commercial Chemicals
Wood Preservatives	Containers over 5 Gallons
Used Oil Filters	Materials Improperly Packaged
Vehicle Batteries	Unlabeled and Unknown Materials
Household Fluorescent Tubes	Gas Cylinders
Chlorine Bleach	Fire Extinguishers
Drain Openers	Tires
Corrosive Chemicals (Non-commercial)	Appliances
Lye	Liquid Mercury
Driveway Sealer (less than 5 Gals.)	All Medications
Hobby Chemicals	
Lubricants (Motor Oil, Transmission Fluid)	
Paint Products (Oil, Latex, Stripper)	
Paint Thinners	
Automotive Cleaners (Waxes, Polishes)	
Gasoline (less than 5 Gals)	
Automotive Chemicals (Antifreeze, Brake Fluid) (less than 5 Gals.)	

Sharps (in a Rigid, Sealed Container)	
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4. Contractor's cost proposal shall be in the form of a cost per resident home, per contract year **[or per month, per contract year]**, for the eWaste and HHW Service. All of Contractor's operational, ancillary and miscellaneous costs shall be included within Contractor's monthly cost per residence. For example:

- Contract Year One: \$ _____ per residence, per month
- Contract Year Two: \$ _____ per residence, per month
- Contract Year Three: \$ _____ per residence, per month
- Contract Year Four: \$ _____ per residence, per month
- Contract Year Five: \$ _____ per residence, per month