

# **Borough of Bridgeville**

## **Request for Bids:**

**Collection, Disposal, and Processing of  
Municipal Solid Waste, Recyclables,  
(incl. E-Waste/HHV Services), from  
Residential Housing Units, Borough Facilities,  
& Small Commercial Establishments**

***for the Contract Period:***

**January 01, 2024 –>December 31, 2028**

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**SEALED BIDS DUE:**

**NOVEMBER 6, 2023, @ 1:00 P.M.**

**at**

**Bridgeville Borough Bldg.**

**425 Bower Hill Rd.  
Bridgeville, PA 15017**

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**Borough of Bridgeville -Request for Bids  
Collection and Disposal of Municipal Waste and Collection of Recyclables  
From Residential Housing Units, Borough Facilities, and Select Commercial  
Establishments**

**NOTICE TO PROSPECTIVE BIDDER**

**Enclosed is an Invitation to Bid issued by the Borough of Bridgeville:**

\*Please read all enclosed instructions and specifications carefully!\*

**In order for your submission to be considered eligible, you must complete the following:**

- 1. The proposal must be properly completed (in ink or typewriter);**
- 2. The proposal must be signed by an authorized contracting agent of your company;**
- 3. The proposal must be filed with the Borough of Bridgeville Office, 425 Bower Hill Road, Bridgeville, PA 15017, by no later than 1:00 PM on Monday, November 6, 2023.**
- 4. The proposal must contain ALL of the required paperwork, organized in the order as specified. (See Bid Document Checklist, below)**
- 5. All forms in the Bid Document checklist must be completed and returned with your bid package, along with proper Bid Bond, or your Bid will be automatically rejected.**

**BID DOCUMENTS CHECKLIST**

Bids must be organized and submitted in the following order described.	
	Sealed Envelope marked Bid for Municipal Waste & Recycling Collection, Disposal/Processing, containing one original and four copies of the proposal with the original signed in BLUE ink
	Proposal Cover Sheet signed in BLUE Ink /sealed by the authorized Contractor/Bidder
	Acknowledgment of Addendum(s) (if any)
	Non Collusion Affidavit of Contractor
	Power of Attorney (if necessary)
	Statement of Qualifications of the Contractor
	Bid Forms 1 thru 3
	Certification of Disposal and Processing Facilities
	Bid Sheet of Rates and Services
	Confirmation of Rates
	Articles of Agreement, signed in BLUE Ink and witnessed/sealed by a Notary Public
	Bid Bond

**One (1) original plus three (3) copies of the Proposal and Attachments must be delivered to the Borough of Bridgeville Municipal Building, 425 Bower Hill Road, Bridgeville, Pa 15017 no later than 1:00 PM on Monday, November 6, 2023.**

Note: Clarifications for items in the Specifications and Responses to Questions that create any change to the Specifications will be sent to all prospective Bidders who were in attendance at the Pre-Bid Conference and provided contact information.

Verifications and responses will be sent by the close of business on October 23, 2023.

ALL RESPONSES WILL BE CONSIDERED ADDENDUMS TO THE BID DOCUMENT.

## **PRE-BID CONFERENCE**

### **A Pre-Bid Conference will be conducted on:**

**Wednesday, October 4, 2023, 10 AM,  
at the Bridgeville Municipal Building.**

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ALL PRE- OR POST- CONFERENCE QUESTIONS MUST  
BE SUBMITTED VIA EMAIL TO:

**Joe Kauer, Borough Manager,**

**EMAIL: [jkauer@Bridgevilleboro.com](mailto:jkauer@Bridgevilleboro.com)**

**SUBJECT: “2023 Garbage Collection RFB Question”**

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ALL QUESTIONS MUST BE RECEIVED NO LATER THAN  
4:00 PM ON MONDAY, OCTOBER 2, 2023

THE BOROUGH WILL NOT ACCEPT QUESTIONS OR  
PROVIDE ANSWERS VIA TELEPHONE OR IN PERSON  
(EXCEPT AT THE PRE-BID MEETING)

**IMPORTANT INFORMATION FOR BIDDERS**

**Contractors submitting bids should read the following instructions and follow them closely. Failure to do so may result in a bid's disqualification.** A Contractor who submits a bid does so without recourse against the Borough, its Staff or Contractors for either rejection by the Borough or failure to execute an agreement with such Bidder. The Borough reserves all rights in accordance with the requirement of the laws of the Commonwealth of Pennsylvania without qualification, including but not limited to the following:

To select any proposal

To Select Any Proposal	To reject any proposals not received on or before the due date and time specified
To waive, for any reason whatsoever, any formality, technicality, or irregularity in proposals received	To obtain clarification from Contractors concerning the contents of a their bid
To reject any proposals that are not legible, not complete or contain irregularities	

To waive, for any reason whatsoever, any formality, technicality, or irregularity in proposals received

To reject any proposals that are not legible, not complete or contain irregularities

To reject any proposals not received on or before the due date and time specified.

To obtain clarification from Contractors concerning the contents of a their bid

Contractors submitting bids are reminded that this is a formal competitive bid and that any changes, deletions, or additions made by a Bidder to these bid specifications may be cause for Rejection of the bid.

**All bids must follow the format as prescribed on the Bid Checklist and on all Bid Forms included in the Borough’s Request for Bids.**

**MANDATORY SUBMISSION OF BID FOR ALL REQUESTED OPTIONAL SERVICE SCENARIOS:**

Each Contractor who submits a bid shall submit costs for ALL service scenario options described below. These options are referenced throughout the bid specifications and accompanying documents when they have a direct and varying impact on a specific section or condition.

**OPTION A.1.A - Manual Solid Waste Collection (Unlimited Bags/Containers) + Weekly Recycling:**

Contractor will service the Borough on a single route day of the week mutually agreed upon by the Contractor and the Borough via (1) Manual Solid Waste Collection/Unlimited Bags Containers (weekly); (2) **Recycling (Weekly) using Borough-provided Recycling Containers**; (3) two Bulk Items, White Goods, or Large Items per week; and (4) optional **E-Waste/Household Hazardous Waste (HHW) Services**.

**OPTION A.1.B - Manual Solid Waste Collection (Unlimited Bags/Containers) + Bi-Weekly Recycling:**

Contractor will service the Borough on a single route day of the week mutually agreed upon by the Contractor and the Borough via (1) Manual Solid Waste Collection/Unlimited Bags/Containers (weekly); (2) **Recycling (Bi-Weekly) using Borough-provided Recycling Containers**; (3) two Bulk Items, White Goods, or Large Items per week; and (4) optional **E-Waste/Household Hazardous Waste (HHW) Services**.

**OPTION A.2.A - Manual Solid Waste Collection (Limited -10 Bags/Containers) + Weekly Recycling:**

Contractor will service the Borough on a single route day of the week mutually agreed upon by the Contractor and the Borough via (1) Manual Solid Collection-Limited to 10 Bags/Containers (weekly); (2) **Recycling (Weekly) using Borough-provided Recycling Containers**; (3) two Bulk Items, White Goods, or Large Items per week; and (4) optional **E-Waste/Household Hazardous Waste (HHW) Services**.

**OPTION A.2.B-Manual Solid Waste Collection (Limited -10 Bags/Containers) + Bi-Weekly Recycling:**

Contractor will service the Borough on a single route day of the week mutually agreed upon by the Contractor and the Borough via (1) Manual Solid Collection/Unlimited Bags/Containers (weekly); (2) **Recycling (Bi-Weekly) using Borough-provided Recycling Containers**; (3) two Bulk Items, White Goods, or Large Items per week; and (4) optional **E-Waste/Household Hazardous Waste (HHW) Services**.

**OPTION B.1 - Automated Collection + Weekly Recycling:**

Contractor will service the Borough on a single route day of the week mutually agreed upon by the Contractor and the Borough with an Automated cart-limit collection of all of the following: (1) **Solid Waste (weekly)**; (2) **Recycling (Weekly) using Borough-provided Recycling Containers**; (3) two Bulk Items, White Goods, or Large Items per month; and (4) optional **E-Waste/Household Hazardous Waste (HHW) Services**.

(Note: Automated price for Solid Waste and Recycling is limited to cart size so that waste fits in the cart(s). Any materials left outside of the cart(s) will not be collected. In addition to the one (1) 96 gallons Cart to be provided by the Contractor, residents may purchase directly from Contractor additional Cart(s) for an annual charge at the then-applicable rate as set forth in the Contractor's Bid Sheet Rate for Cart Purchases, and Contractor shall collect all Solid Waste from all residences as properly contained within all Carts provided and in all additional Carts purchased by the resident(s) for no additional cost to the Borough under the Contract.

**OPTION B.2 - Automated Collection + Bi-Weekly Recycling:**

Contractor will service the Borough on a single route day of the week mutually agreed upon by the Contractor and the Borough with an Automated cart-limit collection of all of the following: (1) **Solid Waste (weekly)**; (2) **Recycling (Bi-Weekly) using Borough-provided Recycling Containers**; (3) two Bulk Items, White Goods, or Large Items per month; and (4) optional **E-Waste/Household Hazardous Waste (HHW) Services**.

(Note: Automated price for Solid Waste and Recycling is limited to cart size so that waste fits in the cart(s). Any materials left outside of the cart(s) will not be collected. In addition to the one (1) 96 gallons Cart to be provided by the Contractor, residents may purchase directly from Contractor additional Cart(s) for an annual charge at the then-applicable rate as set forth in the Contractor's Bid Sheet Rate for Cart Purchases, and Contractor shall collect all Solid Waste from all residences as properly contained within all Carts provided and in all additional Carts purchased by the resident(s) for no additional cost to the Borough under the Contract.



## **CONTRACTOR'S SIGNATURES**

Each Contractor who submits a bid shall sign the proposal in blue ink with its usual signature and shall give its full business address. Bids by a corporation shall be signed in the full corporate name of the corporation followed by the signature and title designation of a person authorized to bind the corporation.

Bidding corporations shall designate the state in which they are incorporated and the address of its principal office. The name of the Contractor stated on the bid shall be the exact legal name of the firm.

## **GENERAL SCOPE OF WORK**

This Request For Bids ("RFB"), designated as COLLECTION, DISPOSAL AND PROCESSING OF MUNICIPAL SOLID WASTE AND RECYCLABLES FROM RESIDENTIAL HOUSING UNITS, BOROUGH FACILITIES, & SMALL COMMERCIAL ESTABLISHMENTS (WITH OPTIONS E-WASTE/HHV SERVICES) was prepared for and on behalf of the Borough of Bridgeville.

These specifications and addenda, along with bid forms, certifications, information, attachments submitted by the Contractor in the bidding process and provisions of the Borough which shall also be incorporated herein by reference, shall become and are incorporated into the Contract. Article, Section and Subsection headings in these specifications are for reference purposes only and are inserted as a matter of convenience and in no way define, limit, extend or describe the scope or intent of the Specification or Contract Agreement.

The Borough invites bids from qualified Contractors to provide services for all of the following:

### **MUNICIPAL SOLID WASTE**

The Municipal Solid Waste is generated within the geographic boundaries of the Borough of Bridgeville by residential households, which include single-family detached units and multifamily dwellings without private collection service, municipal offices, recreational, and other designated public facilities, and those small commercial establishments that generate waste in quantities similar to residential customers. Single and multifamily residential households and small commercial establishments will place waste in bags not to exceed 40 pounds, even if the bags are placed in another receptacle such as a can or wheeled cart. Some Borough facilities may require containerized collection service.

Municipal Solid Waste will be collected and transported by the Contractor utilizing the Contractor's vehicles and delivered directly to a landfill designated in the Allegheny County Municipal Solid Waste Management Plan. Waste may be consolidated at a PADEP permitted receiving and transfer station for delivery to one of the County designated landfills.

### **RECYCLABLES**

The Recyclables are generated by single and multifamily residential households, municipal offices, recreational, and other designated public facilities, and those small commercial establishments that generate waste in quantities similar to residential customers.

- A. The Contractor must collect single stream, at a minimum, the following materials: corrugated cardboard and paperboard, aluminum containers, tin and bi-metal containers, and plastic bottles, jugs and jars primarily consisting of HDPE and PET containers, but generally including all plastic bottles, newsprint including all types of inserts delivered in subscription and promotional newspapers and similar periodicals, and magazines.

Some Borough facilities may require containerized collection service.

Recyclables will be collected from Recycling Containers and transported by the Contractor utilizing the Contractor's vehicles. Recyclables will be delivered directly to the processing facility(ies) identified by the Contractor in the Bid Documents. Recyclables may be consolidated at a PADEP permitted receiving and transfer station or landfill for delivery to the designated processing facility(ies), provided there is a designated and delineated area for this purpose. All labor, facilities, other equipment, and services required to collect, receive, and consolidate will be provided by the Contractor.

## **PROPOSAL PREPARATION**

### **COST**

The Borough will not be liable in any way to Bidders for any cost incurred in the preparation or submission of a proposal and/or any subsequent negotiations regarding a proposal.

### **PROPERTY OF THE BOROUGH**

All proposals submitted shall become the property of the Borough.

### **PROCEDURE FOR PRE BID QUESTIONS AND COMMENTS**

Pre-bid questions must be submitted via email to Joe Kauer, Borough Manager at jkauer@bridgevilleboro.com. All questions must be received no later than 4:00 pm on Monday, October 2, 2023. The words "2023 GARBAGE Collection RFB Bid Question" should appear in the email subject line. The Borough will accept no questions and will provide no answers via telephone or in person (other than the pre-bid meeting.)

### **BID DUE DATE AND TIME**

**Proposals must be filed no later than 1:00 PM on Monday, November 6, 2023.**

Proposals must be delivered or mailed, postage pre-paid to:

**Mr. Joseph M. Kauer  
Borough Manager  
Borough of Bridgeville  
425 Bower Hill Road  
Bridgeville, PA 15017**

The Borough will not accept responsibility for any bid received late due to delays in any form of delivery service used by the Bidder.

Electronically transmitted proposals will **not** be accepted.

**ALTERNATIVE BIDS**

Bidders must submit rates for all services as described in the Service Specifications for Option A and Option B. Bids for alternatives not provided for in the Request for Bids, and related documents will be rejected.

**TIME OF BID OPENING** - The separate and sealed bids or proposals will be received upon the Borough's proposal forms at the Borough of Bridgeville Office, until 1:00 PM on Monday, November 6, 2023, and will be opened and read in that location at 1:01 PM on Monday, November 6, 2023 in Council Chambers.

**BLANK BID FORMS** - All bids shall be made on the blank bid forms provided for that purpose. The Bid Sheet for Rates and Services shall give the price of each item or service required by the specifications. The Bid Cover Sheet shall be signed, in Blue ink, by the prospective Contractors with the prospective Contractors business address or addresses, and shall also contain the full name of all persons interested with the prospective Contractors. In signing the proposal, the Contractor shall give the individual, as well as the firm or corporate name. Copies of the printed form of proposal may be obtained from Borough of Bridgeville, 425 Bower Hill Road, Bridgeville, PA 15017.

**ALTERATIONS/CORRECTIONS-** Any alteration, erasure, addition to or omission of required information, change of the specifications or bidding schedule, is made at the risk of the prospective Contractor and may result in the rejection of the bid, unless such changes are authorized by an addenda to the specifications.

**EXECUTION OF BIDS** - Bids are to be executed, by the following persons:

I. *CORPORATION* - The President or Vice President, and one of the following:

Secretary, Treasurer, Assistant Secretary or Assistant Treasurer.

If a bid is executed by any other person, a power of attorney, a copy of the bylaws, or a resolution of the Board of Directors documenting the Borough of that person to sign the bid must be accompanied by the bid. The power of attorney, bylaw, or resolution must be certified by the Corporate Secretary as a true and correct copy, still in force as of the date of the execution of the contract.

II. *PARTNERSHIP* - At least one (1) of the partners.

III. *SOLE PROPRIETORSHIP* - The individual owner.

IV. *BUSINESS OPERATING UNDER A FICTITIOUS NAME* - Entities operating a business under a Fictitious Name must execute the contract in the name of the entity trading and doing business as the Fictitious Name.

## **BOROUGH CONTACTS**

The contact person for the Borough is:

**Mr. Joe Kauer**  
**Borough Manager**  
**Borough of Bridgeville**  
**425 Bower Hill Road**  
**Bridgeville, PA 15017**  
**Phone: 412-221-6012 x111**  
**Fax: 412-257-8854**  
**Email: [jkauer@bridgevilleboro.com](mailto:jkauer@bridgevilleboro.com)**

## **BACKGROUND INFORMATION**

The following information is provided for the use and consideration of the Bidder. The Borough offers no warranties as to the accuracy of the estimates, projections or information

1. 1,880.94 tons of municipal waste and 178.71 tons of single-stream recyclables were collected from units included in the Borough's Contract in 2022.
2. The current rate (2023) billed to the Borough by the Contractor is \$17.40 per unit / month.
3. Service is mandatory for all single-family residences.
4. Municipal Waste and Recycling Collections are currently collected weekly, every Friday.

<b>Statistics</b>	
<b>DEMOGRAPHICS</b>	<b>AMOUNT</b>
Estimated Population	4,826
Residential dwellings (approximate current count total per Census)	2,645
Residential Units Billed	1,970
Small Commercial Units Billed	74
Total Units Billed	<b>2,044</b>

## BID COVER SHEET

**Borough of Bridgeville Bid for Collection Disposal and Processing of Municipal Solid Waste and Recyclables**

**Due: 1:00 PM November 6, 2023**

**Opening Date: 1:01 PM, November 6, 2023**

**Estimated Award Date: November 13, 2023**

**Bid Bond: \$100,000.00**

**Performance Bond: \$ \_\_\_\_\_**  
(50% OF YEAR ONE TOTAL AUTOMATIC RENEWAL)

This Bid reflects our best estimates, and or actual costs as of this date and conforms to the requirements provided in the Borough's Bid package. By submitting this bid, the Bidder grants the Borough the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the bid. The Borough shall have the right to make such investigations as deemed necessary to determine the ability of the Bidder to perform the services required. Upon request by the Borough, the Bidder shall furnish and certify all such supporting data and information that the Borough may request to demonstrate the Bidder's qualifications.

This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This bid is not submitted in conformity with any agreement or understanding with any Bidder to submit a false or sham bid. Bidder has not sought by collusion to obtain for itself or to provide with any Bidder to submit a falsetto, to provide any other Bidder any advantage over any other Bidder or over the Borough of Bridgeville.

In submitting this bid, the undersigned agrees that no Bid may be withdrawn for a period of four (4) months after the date of receipt of bids, and that all bids shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the Borough.

<b>Name of Firm:</b>	<b>Phone:</b>
<b>Address:</b>	<b>Fax:</b>
<b>Signature of Authorized Bidder</b>	<b>Attest:</b>
<b>Type or Print name of Authorized Bidder</b>	<b>Affix Corporate Seal</b>

Please check the appropriate box:  Corporation  Partnership  Sole Proprietor  LLC  Unincorporated  
 Include either  Social Security or  Federal Tax Identification Number: \_\_\_\_\_

**ACKNOWLEDGMENT OF ADDENDUM(S)**

An authorized representative of the Bidder's organization must sign and include with the completed bid documents this acknowledgement of any and all addendums, which were issued

**Addendum #** \_\_\_\_\_ **Date Issued** \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Addendum #** \_\_\_\_\_ **Date Issued** \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Addendum #** \_\_\_\_\_ **Date Issued** \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Addendum #** \_\_\_\_\_ **Date Issued** \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

**STATE OF:** \_\_\_\_\_ **COUNTY OF:** \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_ (Name of firm) and that I am authorized to make this affidavit on behalf of said firm, and its owners, directors, and officers. I am the person responsible in said firm for the price(s) and the amount of this Response.

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication or agreement with any other Contractor, Respondent or potential Respondent.

2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor approximate amount of this response, have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this agreement, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or other form of complementary Response.

4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:  
(If none, so state)

I state that \_\_\_\_\_ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Borough in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Borough of Bridgeville of the true facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow the Borough to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

\_\_\_\_\_  
Signature

Sworn to and Subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Name

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
Company Position

My Commission Expires:

## STATEMENT OF QUALIFICATIONS

1. Name of Contractor: \_\_\_\_\_

Office Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

2. Company's Number of Years in Business: \_\_\_\_\_

3. Briefly state your qualifications and experience for performance of the Contract.

4. Please identify the Contractor's principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the Contractor is a public corporation, the officers, the members of the board of directors and shareholders holding more than five (5) percent of the corporate stock.

1. Please identify any subcontractors, their principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the Contractor is a public corporation, the officers, the members of the board of directors and shareholders holding more than five (5) percent of the corporate stock.

6. Explain the current screening mechanisms used by the company for applicants and also ongoing programs for employees (i.e., drug and alcohol, etc.) Do these apply to subcontractors?



**The Borough expects to communicate directly with one individual designated for ultimate responsibility for the Contract. The Borough will be notified immediately of any changes to this information. Provide all of the following information.**

**Contractor's Primary Contact Person for Contract Implementation**  
(Circle the preferred method of communication shown below)

Name:

Mailing Address:

Direct Phone Line:

Mobile:

Fax:

Email:

**BID FORM 1 REPRESENTATIVE MUNICIPAL CONTRACTS**

<b>Municipality</b>	<b>Contact</b>	<b>Address</b>	<b>Phone</b>	<b>Dates of Service</b> <b>Value of Contract</b>

**BID FORM 2 - EQUIPMENT**

DO NOT PROVIDE THE COMPANY’S ENTIRE INVENTORY LIST OF VEHICLES. List the vehicle information for each service category. Indicate the number of each model and make listed; if not currently owned or on site, the date of delivery.

Contractor must provide a more comprehensive inventory that includes registration tags and vehicle ID numbers 60 days prior to commencement of service.

<b>Service Type</b>	<b>Chassis Make Model (Year)</b>	<b>Body Make Model (Year)</b>	<b>If Not Owned Anticipated Delivery Date</b>
Municipal Solid Waste			
Recycle			
Bulk Items			

State Contractor's procedures and schedule for routine vehicle inspections. Describe arrangements and schedule for preventative maintenance. Specify any services subcontracted and to whom.

State arrangement and schedule for vehicle repair. List number and types of standby collection vehicles, if any, Contractor could temporarily provide in the event of a major vehicle malfunction repair.

List Contractor's procedures to be used to deal with equipment breakdowns. Describe for pre-route breakdowns and while in-route. Use additional pages or attachments, if necessary.

**BID FORM 3 - FACILITIES**

**Identification and location of the processing and disposal companies**

List the name, location and distance from Borough of Bridgeville for the facilities proposed for use in providing the services specified in the Contract.

<b>Disposal/Transfer/Recycling Facility:</b>	<b>Permit # if applicable</b>	<b>Location:</b>

## CERTIFICATION OF DISPOSAL FACILITY

**Provide a copy of this form for each facility to be used in the Contract**

I acknowledge that \_\_\_\_\_ (Name of Firm/Facility) shall be responsible for disposing of Waste collected by \_\_\_\_\_ the Contractor under the Borough of Bridgeville Contract.

I understand and agree that the Borough shares no risk, expense, or profit for the disposal and transport of the materials.

I certify that the disposal system of \_\_\_\_\_ (Name of Firm/Facility) is permitted/approved by the PADEP or equivalent state regulatory agency to accept municipal waste, and managing the waste to the degree necessary to be marketable.

I certify that the disposal system of \_\_\_\_\_ (Name of Firm/Facility) has sufficient capacity to receive, process, and dispose all materials collected during the period of the Borough of Bridgeville Contract.

I understand and agree that \_\_\_\_\_ and the Contractor must have and provide to the Borough a contingency plan to avoid disruption of the program through a temporary shutdown.

Please check the appropriate box: Corporation Partnership Sole Proprietor LLC Unincorporated

Include either Social Security Federal Tax Identification Number: \_\_\_\_\_

Name of Firm	Phone
Address	Fax
Type or Print Name and Title of Officer or Authorized Representative of Facility	<b>Attest:</b>
Signature of Officer or Authorized Representative of Facility	<b>Corporate Seal</b>
Date:	

## CERTIFICATION OF RECYCLING FACILITY

**Provide a copy of this form for each facility to be used in the Contract**

I acknowledge that \_\_\_\_\_ (Name of Firm/Facility) shall be responsible for processing Recyclables collected by \_\_\_\_\_ the Contractor under the Borough of Bridgeville Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that the Borough of Bridgeville shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of \_\_\_\_\_ (Name of Firm/Facility) is capable of accepting the following materials for recycling and processing the Recyclables to the degree necessary to be marketable.

- Aluminum cans
- Plastics # 1, 2, (and all other eligible categories as may be or become available during the Term of the Contract)
- Bi-metal cans
- Newsprint, Magazines, Multi-grades of corrugated cardboard & Other mixed paper

I certify that the processing system of \_\_\_\_\_ (Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected in one week.

I agree that the Borough may visit and inspect \_\_\_\_\_ (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box:  Corporation  Partnership  Sole Proprietor  LLC  Unincorporated

Include either  Social Security #: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or  Federal Tax ID No.: \_\_\_\_\_

Name of Firm	Phone
Address	Fax
Type or Print Name and Title of Officer or Authorized Representative of Facility	<b>Attest:</b>
Signature of Officer or Authorized Representative of Facility	<b>Corporate Seal</b>
Date:	

**BID SHEETS FOR RATES & SERVICES**

<b>OPTION A.1.A MANUAL &amp; UNLIMITED SOLID WASTE WITH WEEKLY RECYCLING*</b>				
<b>BID SHEET FOR RATES AND SERVICES</b>				
<b>Collection Service</b>	<b>Unit Cost per Month</b>	<b>Units*</b>	<b>Total Cost per Month</b>	<b>Total Annual Cost</b>
Base Collection Rate Jan 1, 2024- Dec 31, 2024		2044		
Base Collection Rate Jan 1, 2025- Dec 31, 2025		2044		
Base Collection Rate Jan 1, 2026- Dec 31, 2026		2044		
Base Collection Rate (Option Year 1) Jan 1, 2027- Dec 31, 2027		2044		
Base Collection Rate (Option Year 2) Jan 1, 2028- Dec 31, 2028		2044		
<b>COMBINED TOTAL 3-YEAR COST</b>			\$ _____	
<b>COMBINED TOTAL 5-YEAR COST</b>			\$ _____	

<b>OPTION A.1.B MANUAL &amp; UNLIMITED SOLID WASTE + BIWEEKLY RECYCLING*</b>				
<b>BID SHEET FOR RATES AND SERVICES</b>				
<b>Collection Service</b>	<b>Unit Cost per Month</b>	<b>Units*</b>	<b>Total Cost per Month</b>	<b>Total Annual Cost</b>
Base Collection Rate Jan 1, 2024- Dec 31, 2024		2044		
Base Collection Rate Jan 1, 2025- Dec 31, 2025		2044		
Base Collection Rate Jan 1, 2026- Dec 31, 2026		2044		
Base Collection Rate (Option Year 1) Jan 1, 2027- Dec 31, 2027		2044		
Base Collection Rate (Option Year 2) Jan 1, 2028- Dec 31, 2028		2044		
<b>COMBINED TOTAL 3-YEAR COST</b>			\$ _____	
<b>COMBINED TOTAL 5-YEAR COST</b>			\$ _____	



**OPTION A.2.A MANUAL W/ 10-BAG LIMIT SOLID WASTE + WEEKLY RECYCLING\*  
 BID SHEET FOR RATES AND SERVICES**

<b>Collection Service</b>	<b>Unit Cost per Month</b>	<b>Units*</b>	<b>Total Cost per Month</b>	<b>Total Annual Cost</b>
Base Collection Rate Jan 1, 2024- Dec 31, 2024		2044		
Base Collection Rate Jan 1, 2025- Dec 31, 2025		2044		
Base Collection Rate Jan 1, 2026- Dec 31, 2026		2044		
Base Collection Rate (Option Year 1) Jan 1, 2027- Dec 31, 2027		2044		
Base Collection Rate (Option Year 2) Jan 1, 2028- Dec 31, 2028		2044		
<b>COMBINED TOTAL 3-YEAR COST</b>			\$ _____	
<b>COMBINED TOTAL 5-YEAR COST</b>			\$ _____	

**OPTION A.2.B MANUAL W/ 10-BAG LIMIT SOLID WASTE + BIWEEKLY RECYCLING\*  
 BID SHEET FOR RATES AND SERVICES**

<b>Collection Service</b>	<b>Unit Cost per Month</b>	<b>Units*</b>	<b>Total Cost per Month</b>	<b>Total Annual Cost</b>
Base Collection Rate Jan 1, 2024- Dec 31, 2024		2044		
Base Collection Rate Jan 1, 2025- Dec 31, 2025		2044		
Base Collection Rate Jan 1, 2026- Dec 31, 2026		2044		
Base Collection Rate (Option Year 1) Jan 1, 2027- Dec 31, 2027		2044		
Base Collection Rate (Option Year 2) Jan 1, 2028- Dec 31, 2028		2044		
<b>COMBINED TOTAL 3-YEAR COST</b>			\$ _____	
<b>COMBINED TOTAL 5-YEAR COST</b>			\$ _____	

**OPTION B.1 (AUTOMATED (96-GAL. CARTS/LIMITED) + WEEKLY RECYCLING\*  
 BID SHEET FOR RATES AND SERVICES**

Collection Service	Unit Cost per Month	Units*	Total Cost per Month	Total Annual Cost
Base Collection Rate Jan 1, 2024- Dec 31, 2024		2044		
Base Collection Rate Jan 1, 2025- Dec 31, 2025		2044		
Base Collection Rate Jan 1, 2026- Dec 31, 2026		2044		
Base Collection Rate (Option Year 1) Jan 1, 2027- Dec 31, 2027		2044		
Base Collection Rate (Option Year 2) Jan 1, 2028- Dec 31, 2028		2044		
<b>COMBINED TOTAL 3-YEAR COST</b>			\$ _____	
<b>COMBINED TOTAL 5-YEAR COST</b>			\$ _____	

**OPTION B.2 (AUTOMATED (96-GAL. CARTS/LIMITED) + BI-WEEKLY RECYCLING\*  
 BID SHEET FOR RATES AND SERVICES**

Collection Service	Unit Cost per Month	Units*	Total Cost per Month	Total Annual Cost
Base Collection Rate Jan 1, 2024- Dec 31, 2024		2044		
Base Collection Rate Jan 1, 2025- Dec 31, 2025		2044		
Base Collection Rate Jan 1, 2026- Dec 31, 2026		2044		
Base Collection Rate (Option Year 1) Jan 1, 2027- Dec 31, 2027		2044		
Base Collection Rate (Option Year 2) Jan 1, 2028- Dec 31, 2028		2044		
<b>COMBINED TOTAL 3-YEAR COST</b>			\$ _____	
<b>COMBINED TOTAL 5-YEAR COST</b>			\$ _____	

**OPTIONAL E-WASTE/HHW SERVICES  
 BID SHEET FOR RATES AND SERVICES**

Collection Service	Unit Cost per Month	Units*	Total Cost per Month	Total Annual Cost
Base Collection Rate Jan 1, 2024- Dec 31, 2024		2044		
Base Collection Rate Jan 1, 2025- Dec 31, 2025		2044		
Base Collection Rate Jan 1, 2026- Dec 31, 2026		2044		
Base Collection Rate (Option Year 1) Jan 1, 2027- Dec 31, 2027		2044		
Base Collection Rate (Option Year 2) Jan 1, 2028- Dec 31, 2028		2044		
<b>COMBINED TOTAL 3-YEAR COST</b>			\$ _____	
<b>COMBINED TOTAL 5-YEAR COST</b>			\$ _____	

**PURCHASE OF ONE (1) EXTRA CART (ANNUAL CHARGES)  
 BID SHEET FOR RATES AND SERVICES**

Cart Purchase	Cost Per Cart	Cost Per Cart	Cost Per Cart
	32-34/35 Gal.	64-65 Gal.	95-96 Gal.
Jan 1, 2024- Dec 31, 2024	\$ _____	\$ _____	\$ _____
Jan 1, 2025- Dec 31, 2025	\$ _____	\$ _____	\$ _____
Jan 1, 2026- Dec 31, 2026	\$ _____	\$ _____	\$ _____
Jan 1, 2027- Dec 31, 2027 (Option Year 1)	\$ _____	\$ _____	\$ _____
Jan 1, 2028- Dec 31, 2028 (Option Year 2)	\$ _____	\$ _____	\$ _____

\*Invoiced directly to resident by Contractor. Borough is not responsible for any resident extra cart annual charge payment.\*

**NOTE:**

**\*All Manual Options include collection of two Bulk Items, Large Items, or White Goods per week.**

**\*All Automated Options include collection of two Bulk Items, Large Items, or White Goods per month.**

**\*All Manual Options Proposals and All Automated Options Proposals include a proposal for optional E-Waste/Household Hazardous Waste (HHW) Services.**

**\*Estimated residential household units have been provided solely for calculation purposes of the bid and are not intended to represent actual service requirements with 100% accuracy.**

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## ARTICLES OF AGREEMENT

**MADE AND ENTERED** into this \_\_\_\_ day of \_\_\_\_\_, 2023.

### BY AND BETWEEN

**BOROUGH OF BRIDGEVILLE**, a political subdivision of the Commonwealth of Pennsylvania, hereinafter referred to as “Municipality,”

*-and-*

\_\_\_\_\_  
hereinafter referred to as “Contractor.”

### WITNESSETH:

WHEREAS, the Borough duly advertised for bid proposals for the collection, transportation and lawful disposal of solid waste all pursuant to a set of documents entitled “Instructions to Bidders, Contract Documents, Specifications, Bid Form, Bid Bond, Bidders Affidavit, Affidavit of Non-Collusion, Performance Bond, Bidder’s Questionnaire and Certificate of Insurance for Solid Waste Collection. (hereinafter collectively referred to as “Specifications”);

WHEREAS, Contractor, along with other Bidders(s), did submit a sealed Bid Proposal pursuant to the said Specifications; and

WHEREAS, the Borough has determined that Contractor has submitted the lowest responsible Bid Proposal, which the Borough finds acceptable and, therefore, desires to accept and award as provided under law.

NOW, THEREFORE, in consideration of the foregoing preambles which are incorporated herein, and for other good and valuable consideration, the parties hereto intending to be legally bound hereby agree as follows:

1. Contractor agrees, under and subject to the conditions set forth in the bond(s), which is attached and made a part of this Agreement, to furnish all necessary materials, labor, plant, machinery and equipment, and at its own risk and expense, and to complete such work and/or furnish such materials, to provide for the price as set forth in Per Dwelling Unit/Per Quarter, as reflected on the Contractor’s Bid Proposal that has been accepted and awarded by the Borough Council, to wit:

- “OPTION \_\_\_\_” (a true and a copy of which is attached hereto as Exhibit “A” hereof)
- Length of Contract: \_\_\_\_ years

2. For the purpose of this Agreement, the Bid Document and its Addendums, issued by the Borough, including such instructions, specifications, clarifications, and/or conditions of agreement; and also the proposal submitted by Contractor, including the forms, narratives and any Exhibits attached thereto, all of which are incorporated herein by reference as if fully set forth at length herein and made a part hereof, and which shall comprise the full and complete understanding between the Contractor and the Borough.

3. Contractor is hereby authorized and licensed by the Borough to undertake and complete all the terms and conditions of said Specifications; provided, however, that the cost to be charged by Contractor per residential property welling unit (also referred to as “residential unit”) as defined in the Specifications shall not exceed Contractor per calendar quarter for the collection, transportation and lawful disposal of solid waste.

4. The Term of this Agreement shall be for [3 or 5] years, commencing on **January 1, 2024**, and shall expire on **December 31, 202**, at 11:59 p.m., unless extended for an additional 90-day at the Borough’s discretion, or unless further extended by mutual agreement of the Parties as provided in the Specifications and Contract.

5. Contractor agrees that if Borough requires service(s) set forth in the Specifications in addition to those listed above and for which prices were set forth in any section in Contractor’s proposal, upon receiving notice from Borough to provide such service(s), Contractor will provide such service(s) to Borough at the price(s) set forth in Contractor’s proposal.

6. Contractor agrees and is bound to provide Garbage, Rubbish and Residential Refuse Collection, Removal and Disposal Services and Recycling Collection, Removal and Marketing Services to Borough, together with any additional services selected or requested by Borough from Contractor’s proposal, in accordance with the terms and conditions of Contractor’s bid and its proposal and is entering into this Contract with Borough.

7. Contractor agrees to invoice Borough directly on a monthly basis for the Solid Waste Collection, Removal and Disposal Service(s) identified above according to the prices, charges and fees set forth in Contractor’s proposal.

8. Contractor agrees to submit all reports required in a timely fashion.

9. Borough agrees to pay Contractor according to the prices, charges and fees set forth in Contractor’s proposal for services identified above rendered by Contractor for the invoiced period.

10. Contractor represents and warrants that it has delivered to Borough a Performance Bond in the amount and in accordance with the terms and conditions of the Bid Documents.

11. It is agreed and understood that this contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania, and the laws of the Commonwealth of Pennsylvania shall apply to all aspects of performance hereunder, notwithstanding any conflicts of law assertion.

**[Signature Page Follows]**

**IN WITNESS WHEREOF** the parties hereto have caused this contract to be executed on the day and year first entered above.

**ATTEST:**

**BOROUGH OF BRIDGEVILLE**

\_\_\_\_\_  
Joseph Kauer  
Borough Secretary-Manager

BY: \_\_\_\_\_  
William Henderson, President  
Bridgeville Borough Council

**ATTEST:**

**CONTRACTOR**

\_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal and \_\_\_\_\_ of the City of \_\_\_\_\_, State of \_\_\_\_\_, a corporation existing under the laws and the State of \_\_\_\_\_, and authorized to transact business in Pennsylvania, as Surety, are held and firmly bound unto the **Borough of Bridgeville**, 425 Bower Hill Road, Bridgeville, PA 15017 hereinafter called the **Obligee**; in the sum of **One Hundred Thousand Dollars (\$100,000.00)**, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Proposal or Bid dated \_\_\_\_\_, 2023 for the Borough of Bridgeville Request for Bids Collection, Disposal, and Processing of Municipal Solid Waste, Recyclables (incl. E-Waste /HHV Services), from Residential Housing Units, Borough Facilities, & Small Commercial Establishments for the Contract Period January 01, 2024, through December 31, 202\_.

NOW, THEREFORE, the condition of this Bond shall be such that if the Principal, upon due acceptance of said Proposal and award of the Contract to him by the Obligee, bonds with good and sufficient surety as may be required by the Contract Documents, and furnishes the Obligee proper evidence of effectiveness of insurance coverage, respectively, within the time, in the forms and in the amounts as appropriate, required by the Contract Documents, and enters into a Contract with the Obligee in accordance with the Contract Documents, then this Bond shall be void; otherwise, the Bond shall be and shall remain in full force and effect.

The Principal and Surety hereby stipulates and agrees that if the Principal fails to perform all conditions of this Bond, they will pay the sum of the Bond to the Obligee as fixed, liquidated damages.

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within the owner may accept such bid; and said Surety does hereby waive notice of any extension.

It is the intention of the parties to be legally bound by this instrument.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate sea of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

ATTEST:

\_\_\_\_\_  
Name of Bidder, Corporation, Firm or Individual

WITNESS

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Print Name:                      Witness

\_\_\_\_\_  
Surety  
\_\_\_\_\_  
Title

IMPORTANT—Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

## **SPECIFICATIONS FOR COLLECTION, DISPOSAL AND PROCESSING**

### **A. GENERAL CONDITIONS**

#### **Section 1 Agreement - When To Be Signed**

**The Corporation, firm, or individual to whom the contract is awarded will be required to sign the Articles of Agreement, prior to the submission of the completed bid package. Failure to sign the Articles of Agreement will render the bid non-responsive.**

#### **Section 2 Components of Contract**

**The following documents are part of this contract and supplement one another:**

- A. PROPOSAL made by the prospective Contractor on the separate forms provided by the Borough;
- B. Particular SPECIFICATIONS special to this contract
- C. All NARRATIVES, EXHIBITS, provided by the prospective Contractor in the proposal
- D. FINANCIAL SECURITIES executed by the prospective Contractor
- E. BID DOCUMENT AND ANY ADDENDUMS issued by the Borough
- F. CONDITIONS OF AGREEMENT in the bid document issued by the Borough

The agreement shall become binding upon the formal acceptance of the prospective Contractor's bid by the Borough as evidenced by the Borough's execution of the Agreement

The contract sets forth all the promises, agreements, conditions and understandings between Borough and Contractor(s), and there shall be no promises, agreements, conditions, or understandings, either oral or written, between them other than those that are set forth in the contract. Unless provided for in the contract, no subsequent alteration, amendment, charge or addition to the contract shall be binding upon Borough or Contractor(s), unless expressly agreed upon and reduced to writing by the Borough to the Contractor(s).

#### **Section 3 Scope of Contract**

This contract will include all necessary repair, maintenance, and minor incidental work as described elsewhere herein, which cannot be properly estimated or planned in advance, or which may be of any emergency nature. The Manager of the Borough authorizing the work to be done under this contract shall be the sole judge of repair or maintenance or minor incidental work to be carried out under this contract, and shall direct same, and the successful Contractor agrees to accept such decisions as final and binding.

AMENDMENT - The Contract contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract, shall be deemed to exist or to bind any of the parties hereto. Bidders shall not change or modify the Contract. During the term of the Contract, it may not be changed modified, discharged or extended except by written amendment by the Borough and duly executed by the parties.

QUANTITY OF WORK CONTINGENT UPON NEEDS - It is hereby agreed that Borough of Bridgeville does not in any way guarantee or imply the amount of work, services, or commodities that may be required or delivered under this agreement. It is also mutually understood between the parties to this agreement that needs cannot be forecast. The intent of this proposal, and the subsequently awarded contract (if any be entered into), is to determine the lowest responsible Bidder who will be able, willing, and ready to furnish proper equipment, qualified persons, and/or efficient service(s) as required under this contract. No liability shall attach to the Borough for any decision: (a) to limit the work under the contract; (b) to decline to award the contract; or (c) to decline to order any work to be performed under an awarded contract.

#### **Section 4 Bidding Process**

BIDDERS TO INVESTIGATE - Bidders are required to submit their bids upon the following express conditions, which apply to and are deemed a part of every bid received:

Bidders must satisfy themselves, by personal examination of the location and by such other means as may be necessary or helpful as to the actual and exact conditions existing, the character and requirements of the work and the difficulties intent upon its execution and analyze all laws and regulations which may affect the work.

If any discrepancies should be found between existing conditions and the Contract Documents, prospective Bidders shall report these discrepancies to the Borough for clarification prior to submitting a bid. Failure of the Bidder to recognize job site conditions that affect the work shall not be considered sufficient cause for an increase in the contract price.

The submission of a bid will constitute an incontrovertible representation of the Bidder that the Bidder has and will comply with every term, condition and requirement of the Contract Documents and that the Contract Documents are sufficient in scope to convey all terms, conditions and requirements for performance and furnishing of the work.

COLLUSION BETWEEN BIDDERS - If the Borough forms a reasonable belief that a prospective Contractor is interested in more than one proposal for the same item that is sufficient cause for rejection of all proposals in which collusion between bidders is suspected.

REJECTION OF BIDS - The Borough reserves the right to reject, for any reason, any or all bids if it is in the best interest(s) of the Borough to do so.

FIRM PRICE BIDS - The Borough cannot allow escalation of prices during the contract term. All contracts are for fixed prices. The Contractor will not be permitted to impose fuel surcharges, environmental fees or any other add-on fees except where expressly permitted under the terms of the Contract. Such statements as "interest charges applied on accounts 30 days or older" or "prices subject to revision" are considered escalation clauses. Any reference in documents submitted with the bid, which indicates that the prices are not firm, may be cause for rejection of the bid.

**TAX STATUS OF BOROUGH** - The Borough of Bridgeville is exempt from all Federal Excise and Transportation Taxes, and the Pennsylvania Sales and Use Tax for purchase of tangible personal property. Therefore, a prospective Contractor should not include any such taxes in its calculations, or in the prices bid. However, if the prospective Contractor determines that certain taxes are properly payable by the Borough, the Contractor must include such costs in its calculations of bid prices. The Borough will not be responsible or liable for the payment of any of the aforesaid taxes, or any other tax paid or payable by the Contractor, unless specifically stated in bid.

**AWARD** - Award shall be made to the lowest *responsible* Bidder on a low total basis as the Borough determines is in its best interests. Bidders should be mindful that the lowest-priced Bidder may not be the lowest *responsible* Bidder.

**CONTRACTOR TO BE QUALIFIED AND RESPONSIBLE** - Before the Contract is awarded, prospective Contractors must satisfy the Borough that they have the requisite organization, capital, plant, ability and experience to satisfactorily perform the work under this contract in accordance with the terms and conditions of the contract and in conformity with the best modern practices and industry standards

Each Bidder must be regularly engaged in, and have at least five (5) years of experience in performing the type of work required for this Contract. No award will be made to any Bidder who cannot warrant, and upon request cannot demonstrate, that it possesses the knowledge, experience, skill, capital, licenses, permits, patents and/or personnel necessary to satisfactorily enable it to prosecute and complete the work successfully and perform the work within the time required pursuant to the Contract Documents.

**NOTICE OF AWARD** - Regardless of any notification of award to any prospective Contractor, all bids remain open and acceptable by the Borough for one hundred twenty (120) days from the bid opening date. Nothing in this paragraph is to be considered a waiver of the Borough's rights against a prospective Contractor who fails to execute a contract once it is awarded.

**FICTITIOUS NAME REGISTRATION** - Where a fictitious name is used a certificate must be attached showing that the fictitious name is duly registered with the state.

**CONTRACT NOT TO BE AWARDED TO PERSONS IN ARREARS TO BOROUGH** - No contract will be awarded to any corporation, firm or individual who is, for any reason, in arrears to the Borough or who has failed, in any former contract with the Borough, to perform work satisfactorily, either as to the character of the work or the time consumed in its completion.

## **B. OVERVIEW**

### **Section 10 Purpose and Intent**

The Borough intends to engage the Contractor to collect Municipal Solid Waste, and Recyclable Materials subject to the actual award of services from all single-family homes, and multifamily without private collection services. All such Structures have mandatory inclusion, subject to any exclusions set forth in the specifications, and shall be charged as described for services provided in the Contract. In addition, the Contractor will collect Municipal Solid Waste and Recyclable Materials from designated Borough Facilities and from small commercial establishments that generate waste and recyclables in quantities similar to residential units and that voluntarily opt into the contract.

### **Section 20 Description of Services**

Public health and safety, as well as environmental protection, are of primary importance to Borough of Bridgeville. Therefore, the Borough intends to implement, through contracted services, a municipal solid waste management program that encourages waste minimization, increases opportunities for recycling, and for potential utilization of E-Waste/HHW services.

1. Collection for municipal Solid Waste shall be weekly for 12 months of the year, with Options for either Manual Unlimited (Option A.1.A) and Manual Limited/10-Bag (Option A.1.B), and for Automated collection.
2. For all Manual Solid Waste Collection under Option A.1.A, Option A.1.B, Option A.2.A and Option A.2.B, each residential unit will be allowed to dispose of an unlimited number of 40 gallon cans containing bagged solid waste and/or 32-gallon/40 pound bags/containers of waste per week, and two (2) Bulk Items, Large Items or White Goods per week.
3. For Manual Solid Waste Collection under Option each residential unit will be allowed to dispose of an no more than ten (10) 40 gallon cans containing bagged solid waste and/or 32-gallon/40 pound bags/containers of waste per week, and two (2) Bulk Items, Large Items or White Goods per month.
4. For Automated Solid Waste Collection Option B.1 and Option B.2, each residential unit will be allowed to dispose of such solid waste as may be contained properly within the 96-gal. Carts provided by the Contractor and from all Additional Carts purchased by the residents in accordance with the Specifications for Automated Collection Services as set forth herein.
5. Collection of Recyclable materials shall be weekly or bi-weekly at Borough's option for 12 months of the year, utilizing recycling containers to be provided by the Borough, that includes collection of commingled aluminum cans, multi grades of corrugated cardboard, plastics # 1, #2 (and such additional categories as may become recyclable during the term of the Contract), bi-metal cans, clear, and newsprint, magazines and other mixed paper utilizing a single stream collection system on the same regularly scheduled day of solid waste collection.
6. Include Option for available E-Waste/Household Hazardous Waste (HHW) Services.
7. Collection of Leaf Waste shall be excluded and provided by the Borough. Leaf waste shall not be accepted for collection and disposal by the Contractor.
8. In addition to residential collection, the Borough desires collection at Borough Facilities. Where the collection of bags/containers is prohibitive, the Borough desires containerized collection at certain Borough Facilities.
9. Collection at small commercial establishments, which generate the types and quantities of municipal waste and recyclables similar to residences, is also included.

## Section 30 Term of Contract; Extensions; Assignment

The Borough intends and the Contract shall provide for actual collection and processing services to begin January 1, 2024, and to continue, at the Borough's option, either for a term of three (3) ending at midnight on December 31, 2025 or five (5) years, ending at midnight on December 31, 2028.

In the event that the Borough awards an initial contract with term of five (5) years, the Borough shall have the option in its sole discretion to extend the Term of said five (5) year Contract for an additional length of time to be mutually agreed upon by both parties in writing if determined in the Borough's sole judgment and discretion to be under the same or substantially the same or more favorable terms and conditions without any material chances or modifications adverse to the Borough.

At the end of the initial 3-year or 5-year term of the contract, the Borough shall have the right, in its sole discretion, to extend the Contract for up to ninety (90) days after the indicated expiration date as described in the Contract or any mutually agreed extension thereof. This 90-day extension mechanism would be utilized in the event that a lapse in the current Contract occurs before a new contract can be established for the goods or services indicated on the contract. When applicable, an extension notice will be issued defining the exact extension of the contract; all other terms and conditions of the extended contract will remain in full force and effect.

Assignment: The Contract shall be binding upon the parties hereto, their heirs, administrators, successors and assigns. The Contractor shall not sell, assign, pledge, transfer or encumber the Contract, or any part thereof, without the prior written consent and approval of the Borough.

## Section 40 Definitions

In addition to capitalized terms that are defined elsewhere, the following meanings apply:

**Automated Collection:** Collection of Solid Waste utilizing either "Fully Automated Collection" or "Semi-Automated Collection" methods.

**Bags:** Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 40 gallons and a loaded weight not to exceed 40 lbs.

**Base Collection Rate:** The monthly cost per unit for municipal solid waste collection service, which includes the collection of recyclables at no additional cost.

**Bid Bond:** Each proposal must be accompanied by either a bid bond in the Form as specified in the Instruction to Bidders, or a certified check payable to the order of the Borough, in the amount of \$100,000.00, to serve as liquidated damages to the Borough in relation to Bidder's unconditional guarantee that the Contract will be executed if awarded. The bid bond shall be furnished in favor of Borough by a reputable bonding company authorized to do business in the Commonwealth of Pennsylvania. The conditions of the bid bond shall be that the Bidder, upon being awarded the Contract by the Borough, shall enter into a written contract with the Borough to perform the service(s) and/or to provide the materials and equipment as outlined in these Specifications, in default of which the Bidder and the surety shall be liable to the Borough in the foregoing amount, as liquidated damages.

**Borough:** means Borough of Bridgeville

**Bulk Waste:** A large appliance, piece of furniture or waste material from a residential source other than Construction Debris, Hazardous Waste, or Covered Devices included in the Covered Device Recycling Act now or as may be amended.

**Cart:** 1.) A plastic container, approximately 32-35/36, 64/65 or 95/96 gallon capacity (+/- per Mfg. Specs). Carts are equipped with wheels, handles and tight-fitting cover, used to temporarily store Garbage, Rubbish, Residential Refuse, Yard Waste or Recyclables. A cart is capable of being mechanically unloaded into the Contractor's collection vehicles by a cart tipping mechanism, 2.) A tote.

**Collection Area:** That portion of the Borough in which the Contractor provides collection services as described in Section 100.

**Community Activities:** Events sponsored in whole or in part by a municipality, or conducted within a municipality and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events that will be attended by 200 or more individuals per day.

**Construction Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations.

**Container:** A metal or plastic can, container, or other receptacle used for Municipal Solid Waste and /or Recyclables collection.

**Contract Documents:** The Request for Bids, Instructions to Bidders, Contractor's Bid, Contract Specifications, the Articles of Agreement, , Performance Bond or Letter of Credit and any addenda or changes to the foregoing documents agreed to by the Borough and the Contractor.

**Contractor:** The individual, firm, partnership, joint venture, corporation, or association providing Municipal Solid Waste and Recyclable Material collection, E-Waste/HHW services, disposal, and processing under Contract with the Borough.

**Corrugated paper:** A structural paper material with an inner core shaped in rigid parallel furrows and ridges.

**Covered Device Recycling Act:** (House Bill 708), Act 108 of 2010 - An Act establishing a recycling program for certain covered devices; imposing duties on manufacturers and retailers of certain covered devices; providing for the powers and duties of the Department of Environmental Protection and for enforcement; establishing the Electronic Materials Recycling Account in the General Fund; and prescribing penalties

**Covered device:** A covered computer device and covered television device marketed and intended for use by a consumer. Covered devices are not acceptable for curbside collection and disposal. Covered devices include:

- a. Covered computer device - A desktop or notebook computer or computer monitor or peripheral, marketed and intended for use by a consumer.
- b. Covered television device - An electronic device that contains a tuner that locks on to a selected carrier frequency and is capable of receiving and displaying television or video programming via broadcast, cable or satellite, including, without limitation, any direct view or projection television with a viewable screen of four inches or larger whose display technology is based on cathode ray tube, plasma, liquid crystal, digital light processing, liquid crystal on silicon, silicon crystal reflective display, light emitting diode or similar technology marketed and intended for use by a consumer primarily for personal purposes.
- c. Peripheral - A keyboard, printer or any other device sold exclusively for external use with a computer that provides input into or output from the computer.

**Curbside:** From any Structure, the nearest point at the side of a Borough or State maintained roadway, or from a Multifamily Dwelling with a private roadway, the nearest point at the side of the private roadway, provided the property owner(s) has/have issued a waiver for collection vehicles to travel along the roadway for collection.

**Curbside Recycling:** Recycling services generally provided to Single Family Structures, Multifamily Dwellings, and Small Commercial Establishments. Recyclables are placed by customers at curbside locations for collection.

**Detachable Container:** (also at times referred to as “dumpster”) means a watertight, all-metal Container, not less than three quarter (3/4) cubic yards in capacity and equipped with a tight-fitting metal or plastic cover. The term shall also apply to Containers of other material of similar size when approved by the Borough. Detachable Containers two (2) cubic yards and under shall be equipped with at least four (4) wheels. Detachable Containers shall have no jagged edges or holes.

**Disposal:** The deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air, or is discharged to the waters of this Commonwealth.

**Disposal Site:** A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

**Food Waste:** Vegetable and other food scraps, including meat, dairy products, grease and bones; paper which has been contaminated with food, fat or grease; and compostable paper including paper towels, paper plates, tissue and waxed paper.

**Fully Automated Collection:** Collection of Solid Waste using a vehicle equipped with a Cart tipping mechanism operated from inside the vehicle cab by the driver or operator of the Contractor wherein the Cart is mechanically captured, elevated and tipped (emptied) directly into the vehicle hopper, packer or compactor. The Cart tipping mechanism is capable of servicing a full selection of Carts having universal compatibility with standard industry Cart tipping mechanisms.

**Garbage:** All discarded putrescible municipal solid waste matter but not including sewage or sewage sludge, or human excrement. For the purposes of this contract, the term does not include **Source-separated Recyclable Materials**, Leaf Waste, Construction Debris, Hazardous Waste, or Covered Devices included in the Covered Device Recycling Act now or as may be amended,

**Generator:** A person or municipality that produces or creates a municipal waste.

**Hazardous Waste:** Shall mean solid waste that is especially harmful or potentially harmful to public health. This shall include, but not be limited to, explosives, toxic materials, medical wastes and any waste so designated by the United States Environmental Protection Agency (“EPA”) or the Pennsylvania Department of Environmental Resources (“DER”). For purposes of this agreement, hazardous waste does not include small quantities of such waste available on a rental basis to the homeowner (e.g., aerosol cans, pesticides, fertilizers, etc.)



**Household Hazardous Waste:** (“HHW”) shall mean waste generated by individuals on the premise of a temporary or permanent residence, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or the Pennsylvania Department of Environmental Protection by or pursuant to Federal or State law. For purposes of this contract, the term Household Hazardous Waste shall include motor oil, lead acid vehicle batteries, and paint, as well as e-waste.

**Large Items:** Items that are too large to be placed inside of a 40-gallon bag or can, with an individual weight no greater than that allowed for a can or bag and which do not meet the definition of a bulk item. These items include lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight, and compactable nature.

**Leaf Waste:** Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings. Leaf Waste does not include loose soils, sod; Food Waste, including from gardens or orchards; Food compost; plastics and synthetic fibers; lumber; any wood or tree limbs over four (4) inches in diameter; human or animal excrement; noxious weeds and soil contaminated with hazardous substances. Materials larger than 4 inches in diameter and four feet in length shall not be considered leaf waste.

**Leachate:** A liquid that has permeated through or drained from solid waste.

**Letter of Credit:** A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the Borough) for non-performance in amounts and under conditions as may be specified in the agreement.

**Manager:** The Borough’s designated representative that will administer the contract. It is agreed by the parties to this contract, that wherever the word “Manager” occurs in the contract, it will be considered as referring to the Borough.

**Manual Collection (or Traditional Manual Collection):** Collection and Disposal of Solid Waste using rear loading (customarily for Garbage, Rubbish, and Residential Refuse) or side loading (customarily for Recyclables) collection vehicles with collected material being deposited into the vehicles manually by an employee of the Contractor. The term Traditional Manual Collection distinguishes the collection method from Fully Automated Collection and Semi-Automated Collection and includes any and all types of collection vehicles used by the Contractor, including frontloading residential collection vehicles, wherein the collected material is deposited into the vehicles manually by an employee of the Contractor. Any reference to only rear loading vehicles being used for Traditional Manual Collection serves only as an example of the typical vehicle used for this type of service and does not limit the types of collection vehicles that may be used to perform this service.

**Marketed:** The transfer of ownership of recyclable materials for the purpose of recycling the materials into a new product or use.

**Multifamily Dwellings:** Structures for residential living consisting of four or less attached units.

**Municipal Solid Waste:** Any garbage, refuse, lunchroom, retail or office waste and other material, not including liquid, semisolid or contained gaseous material resulting from operation of residential, municipal, and small commercial establishments and from community activities. For the purposes of this contract, the term does not include Source-separated Recyclable Materials, Leaf Waste, Construction Debris, Hazardous Waste, or Covered Devices included in the Covered Device Recycling Act now or as may be amended.

**Municipal Waste Landfill:** A facility using land for disposing of municipal solid waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post closure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.

**Municipal Solid Waste Management Plan:** A comprehensive plan for an adequate municipal waste management system in accordance with Chapter 272, Subchapter C (relating to municipal waste planning).

**Performance Bond:** A corporate surety bond that guarantees compensation to the Borough in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract's Specifications.

**Permit:** A permit issued by the Department to operate a municipal waste disposal or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit reissuance, and permit renewal.

**Processing:** Any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

**Recyclables or Recyclable Materials:** Mixed waste paper (including corrugated), newspapers, magazines, bi-metal and aluminum cans, glass bottles and jars, plastic containers and materials.

**Recycle or Recycling:** The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.

**Recycling Facility:** A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities.

**Refuse:** Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

**Residential Unit:** A group of rooms located within a building and forming a single inhabitable unit with facilities that are used or are intended to be used for living, sleeping, cooking, and eating. Buildings are included that contain four or less separate or contiguous single-family dwelling units with each unit to be treated separately for purposes of billing.

**Residence, Residential:** Any house, dwelling, multiunit residence, apartment house, or any building put to residential use except Mixed Use Buildings.

**Semi-Automated Collection:** Collection of Solid Waste either: a) using a vehicle equipped with a Cart tipping mechanism operated from inside the vehicle cab by the driver or operator wherein the Cart is mechanically captured, elevated and tipped (emptied) into a collection bin mounted in the front of the vehicle with that bin subsequently being mechanically tipped by the driver or operator into the vehicle hopper, packer or compactor or; b) manually connecting a Cart to a Cart tipping mechanism wherein the Cart is mechanically elevated and tipped (emptied) into a collection bin mounted in the front of the vehicle with that bin subsequently being mechanically tipped (emptied) into the vehicle hopper, packer or compactor. Both methods are capable of servicing a full selection of Carts having universal compatibility with standard Cart tipping mechanisms.

**Small Commercial Establishments:** Businesses that generate similar types and quantities of municipal solid waste and recyclables to those of residential units.

**Source-separated Recyclable Materials:** Materials that are separated from municipal waste at the point of origin for the purpose of recycling.

**Spillage or Spillage Occurrence:** Any garbage, broken glass or liquid effluent from the refuse vehicle including but not limited to, garbage effluent, hydraulic fluid, oil, etc. which is deposited on any roadway, public or private. A single spillage occurrence shall be considered (per truck/per day/per street). For example, if a truck has spillage throughout a residential subdivision, spillage(s) on each street on a given day by the same truck shall count as ‘a spillage occurrence’. On the other hand, a single spillage (per truck/per day/per street) shall also constitute ‘a spillage occurrence’.

**Structure:** All single-family homes, and multifamily dwellings of four units or less. It also means those Borough Facilities that the Borough may at its sole discretion include in the Contract, as well as those small commercial establishments that voluntarily opt into the Contract.

**Total Combined Annual Cost:** The total cost of Collection Service for Municipal Solid Waste, Recyclable Materials, and Bulk Waste/White Goods/Large Items, and E-Waste/HHW, including all services required for Borough Facilities for five years derived by adding together the cost per year for each year in the five year period of the Contract and each year in the five option years.

**Total Monthly Cost:** The total cost per month of Collection Service for Municipal Solid Waste, Recyclable Materials, and Bulk Waste/White Goods/Large Items, and E-Waste/HHW, including all services required for Borough Facilities.

**White Goods:** Shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash compactors and other items of similar weight, material, size, and nature.

## **Section 50 Contractor Responsibilities**

The Contractor shall be responsible for:

1. Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract;
2. All actions and activities of its subcontractors;
3. Supplying all records and information required by this Contract;
4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by Borough ordinance);
5. Paying all applicable taxes;
6. Complying with applicable laws and regulations;
7. Performing all work in a timely, thorough and professional manner;
8. Disposing of Municipal Solid Waste collected by the Contractor from the Structures specified by the Borough at a facility designated in the Allegheny County Municipal Solid Waste Management Plan;
9. Delivering Recyclables collected by the Contractor from the Structure's specified by the Borough to the Borough's designated recycling/processing facility; and
10. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.

## **Section 55 Contractor's Office**

The Contractor shall maintain an office with local, toll free telephone service and such staff as needed to take care of complaints, requests for missed collections, and other coordination with Borough Staff.

Phone service shall include multiple lines and voice mail. The Contractor's office staff shall return any voice mail messages within sixty (60) minutes. Office hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday. Voice mail shall be available after hours. After hours voice mails shall be returned at the beginning of the next business day.

## **Section 60 OSHA, Health and Environmental Laws**

The Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the General Safety Law, Title 43 Pennsylvania Statutes and with standards and regulations issued to implement these statutes from time to time.

The Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards applying to collection of Municipal Solid Waste and Recyclable Materials.

## **Section 70 Vehicle Specifications**

All such vehicles shall be operated in conformity with the laws of the Commonwealth of Pennsylvania.

1. At the start of this Contract, all vehicles used in collection shall have a body and chassis both being in good operating order
2. All vehicles used for collection shall be registered with the Commonwealth of Pennsylvania, (or the equivalent agency if registered in another State) and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.
3. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits, including Waste Transporter Authorizations under the provisions of Act 90.
4. Collection vehicles shall be painted in Contractor's color or colors. The Recycling Vehicles must be clearly labeled so that they are distinguishable from those collecting waste. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number, on all collection trucks. Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified. Collection vehicles shall be capable of handling, in the safest and efficient method available, the containers, and material specified for each structure on its route.
5. All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the Borough. Collection vehicles will be equipped with two-way communication devices (radios or cell phones) so that the Contractor's staff and driver may communicate during the route collection.

## **Section 75 Vehicle Maintenance and Inventory**

The Contractor shall provide to the Borough, no later than 30 days prior to Contract implementation, a complete inventory showing each vehicle (type, capacity, approximate age) used for performing the Contract.

1. All vehicles shall conform to specifications set forth in Section 70.
2. Upon approval of the Borough, the Contractor may change equipment from time-to-time and shall revise the inventory accordingly. The Contractor shall provide the Borough with the revised inventory within one (1) week of any changes.
3. The Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

## **Section 80 Supplying Detachable Containers**

1. Prior to the beginning of the first day of the contract, the Contractor shall provide Detachable Containers for Municipal Solid Waste and Recyclable Materials Collection to all those Borough Facilities receiving Detachable Container collection service under this contract. However, in some instances, the Borough may elect to use Bags/Cans.
2. Detachable Containers provided by the Contractor will be standard Containers capable of being serviced by front, or rear load, collection vehicles.
3. The Contractor will supply, where Bags/Containers are not feasible, all Detachable Containers, necessary for the Contractor to provide Multifamily Dwellings collection services under this Contract.
4. The Contractor shall be responsible for Detachable Container Storage and delivery of Detachable Containers to these locations.
5. Detachable Containers will include two, four and six cubic yard rear or front load Detachable Containers.

## **Section 81 Detachable Container Standards**

1. Detachable Containers shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size.
2. Detachable Containers shall be painted at least once every 2 1/2 years and shall be steam cleaned at least once each year or as directed by the Borough.
3. On an individual basis, the Borough may require the Contractor to place on a Detachable Container, the service address, wheels, and/or locks.
4. The Contractor is responsible for removing graffiti from its Detachable Containers.
  - a. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti.
  - b. The Contractor shall remove any graffiti reported by the Borough within five (5) business days of notification.

## **Section 82 Installation, Maintenance, Repair, or Replacement**

1. Each Detachable Container is subject to inspection by the Borough and approval as to appearance and condition before placement at any Borough facility.
2. A Detachable Container shall be reconditioned and repainted if necessary before being supplied to a Borough facility or Multifamily Dwelling that had not used it earlier.
  - a. If the Borough so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days.

3. If appropriate to serve the Borough's needs and/or location, the Borough may require the Contractor to install and service a front-end load, or a rear load Detachable Container.
4. The Borough may also require the Contractor to equip a Detachable Container with plastic lids.
5. Damage to Detachable Containers on customers' premises is at the Contractor's risk, as between those parties and without affecting the risk or liability of others.
6. The Contractor shall be responsible for the repair of all Contractor owned Detachable Containers damaged due to the Contractor's negligence.
  - a. The Contractor shall repair or replace within one business day any Detachable Container that the Borough determines does not comply with ordinance standards or constitutes a health or safety hazard.

### **Section 83 Recycling Containers**

The Contractor is not responsible for supplying recycling containers as part of this Contract. The Borough will supply each account with a new standard 32 gallon cart on wheels at the start of this contract in January 2024. Except for damage caused by Contractor, the carts will be the responsibility of the property owner and the Borough. If a cart is damaged by the Contractor, the Contractor shall be responsible for replacing and providing the property owner with a new 32-gallon cart meeting the uniform standard used by the Borough.

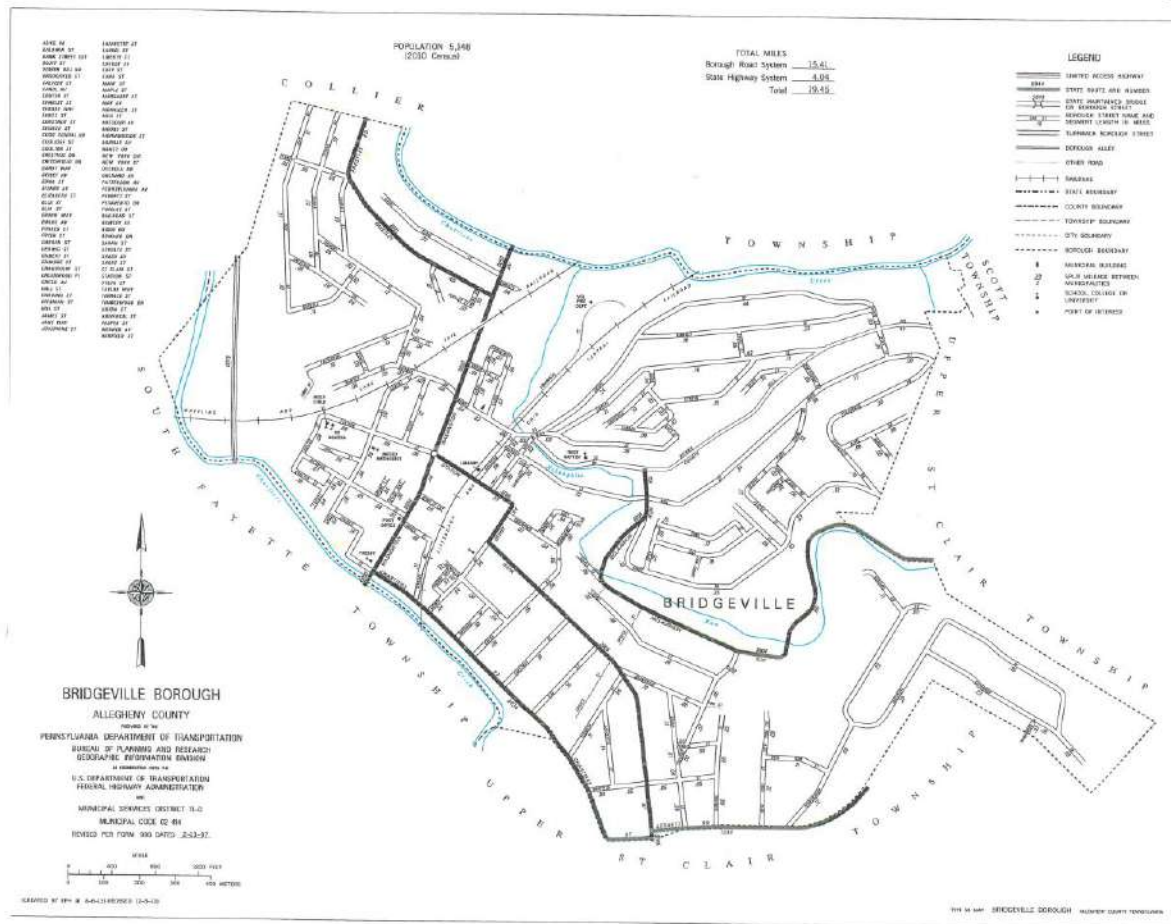
### **Section 90 Noise Control**

All collection operations shall be conducted as quietly as possible and shall conform to any federal, State, County, and Borough noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed 75 decibels at a distance of 25 feet from the collection vehicle. The Borough may conduct random checks of noise emission levels to ensure such compliance.

# C. COLLECTION SERVICES

## Section 100 Collection Area.

The Contractor shall provide all collection services called for in this Contract within the geographic boundaries of the Borough of Bridgeville.





## Section 110 Collection Quantities and Conditions-OPTION A (Manual Collection)

OPTION A.1.A (Unlimited, w/ Weekly Recycling)

OPTION A.1.B (Unlimited, w/ Bi-Weekly Recycling)

OPTION A.2.A (Limited 10 Bag/Containers, w/ Weekly Recycling)

OPTION A.2.B (Limited 10 Bag/Containers, w/ Bi-Weekly Recycling)

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1. Under Option A.1.A, Contractor shall collect an unlimited number of 40-gallon cans and/or 32 gallon/40 pound bags/containers of Municipal Solid Waste per Structure per week with weekly recycling.
2. Under Option A.1.B, Contractor shall collect an unlimited number of 40-gallon cans and/or 32 gallon/40 pound bags/containers of Municipal Solid Waste per Structure per week with bi-weekly recycling.
3. Under Option A.2.A, Contractor shall collect up to 10 Bags/Containers of 40-gallon cans and/or 32 gallon/40 pound Bags/Containers of Municipal Solid Waste per Structure per week with weekly recycling.
4. Under Option A.2.B, Contractor shall collect up to 10 Bags/Containers of 40-gallon cans and/or 32 gallon/40 pound Bags/Containers of Municipal Solid Waste per Structure per week with bi-weekly recycling.
5. All Municipal Solid Waste shall be bagged even if it is placed in a container.
6. The Contractor is not responsible for collecting Bags/Containers weighing in excess of 40 lbs.
7. The Contractor shall collect up to two Bulk Items/White Goods/Large Items per Structure per week
8. The Contractor shall collect unlimited amounts of Recyclable Materials as defined in Section 20 (with weekly or bi-weekly recycling at Borough's option).
9. Recyclable Materials must be placed in Recycling Containers.
10. The Contractor is not responsible for collecting Recyclable Materials placed in unapproved containers.
11. It shall be the Contractor's responsibility to give notice to Borough Staff if it believes Municipal Solid Waste and/or Recyclable Materials are not prepared per this Section. However, the Borough shall be the sole and final judge as to such conditions and locations.
12. While performing regular collections from Detachable Containers at Borough facilities, or Multifamily Dwellings the Contractor shall collect any excess Garbage that is piled above the rim of the Container, on top of the Container lid, or on the ground beside the Container. If such conditions persist, the Contractor shall record the address of the Container location and notify the Borough so that it can be corrected.
13. The Borough may randomly monitor routes, or portions of routes, on a regular basis. On a six-month basis the Contractor and Borough shall determine any corrective action that should occur to deter frequent Garbage excesses and promote recycling.

## **Section 115 Collection Quantities and Conditions- Automated Collection**

OPTION B.1 (w/ Weekly Recycling)

OPTION B.2 (w/ Bi-Weekly Recycling)

### **SPECIFICATIONS FOR AUTOMATED COLLECTION SERVICES**

These requirements are for an automated collection option, possibly replacing the manual Collection, Removal & Disposal of Solid Waste. Moreover, while the Contractor shall have the ability to comply with the technology requirements, that may or may not be selected by the Borough. If the Borough selects and implements the technology requirements enumerated in this Section, the Borough shall notify the Contractor if the technology requirements of this Section have been selected and are to be implemented at the appropriate time when it makes its Contract Award.

#### **A. Collection Service:**

By its design, Automated Collection involves the use of standardized Carts. The Contractor shall submit bids for the Collection, Removal and Disposal of Garbage, Rubbish and Residential Refuse.

The Contractor shall submit a Bid wherein the Contractor provides and pays for the Carts, which shall have universal compatibility with standard industry Cart tipping mechanisms, with the cost of the Carts being incorporated into the bid price. The Contractor shall assume one Cart for each Residential Unit for Garbage, Rubbish, and Residential Refuse in its calculations. The Contractor shall base its calculations on a 96 gallon for a Garbage / Rubbish / Residential Refuse Cart.

#### **B. Collection Activities:**

The specifications which follow describe the minimum acceptable features, standards and performance requirements for the Carts to be used if the Automated Collection method is selected.

1. The Carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G).
2. Each Cart shall be new and unused. The Carts shall be designed to contain bags of Garbage, Rubbish, and Residential Refuse, or Yard Waste generated at the Residential Unit. The Cart shall consist of a suitable body, wheels, axle, lift bars, handle, lids and necessary accessories and be of a general design so that it can be maneuvered, lifted and dumped by fully automated and semi-automatic mechanisms.
3. The Carts shall be manufactured by a rotational molded or injection molded processes.
4. Base plastic resin must be first quality linear polyethylene or high-density polyethylene (HDPE) supplied by a national petrochemical producer. Off-spec material is not acceptable.
5. All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate that is no less than 1.5% by weight, and which must be uniformly distributed throughout the finished Cart. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molded state using a hot-melt blending process.
6. Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" Carts. The Bidder must submit with its Bid independently certified copies of all ANSI test results.

7. The Carts shall be capable of regularly receiving and dumping materials up to 330 lbs. for a 96-gallon Cart. The load rating must conform with ANSI Standard Z245.30-2008. The Bidder must submit with its Bid a normal printed color sales brochure which shows the exact product being proposed and corresponding load ratings. The load rating in the sales literature must match the specifications and ANSI certifications submitted with the Bidder's Bid, and the load rating shall be permanently marked on the Cart.

8. The Carts must be manufactured to achieve a minimum resin weight of 30 pounds minimum for a 96-gallon Cart. ("Additional Carts" shall meet applicable ANSI standards.)

9. The carts must have a nominal wall thickness of 0.15" throughout the body of the cart, and a minimum wall thickness of 0.18" in the critical wear points (i.e., the Cart bottom, handle and lift mechanism.) The minimum wall thickness of the lid must be 0.14".

10. The upper rim of each Cart body must have a closed tubular design or be molded with a reinforced rim for maximum strength during Collection. The rim must also include a ledge or other built-in feature that creates a tight seal between the body and lid.

11. Each Cart must be equipped with a minimum of one handle with a minimum of 1" diameter. The handle(s) and handle mounts must be an integrally molded part of the Cart body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted- on handle mounts or bolted-on handles are unacceptable.

12. The lid shall be of one-piece construction and manufactured of the same material used in the Cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the Cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to prevent the entry of rain when in the closed position. The lid must open from a closed position through a full 270-degree arc. Living hinges and lid counterweights are unacceptable. Lid latches are unacceptable.

13. The bottom of the Cart must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.

14. Wheels for the 96-gallon Cart shall be a minimum of 12" diameter and 1.75" wide with rubber treads. All wheels must be capable of supporting a minimum of 200 pounds per wheel.

15. All axles shall be zinc chromatic plated or powder coated equivalent, solid high strength steel, and two molded- in plastic journals in the Cart bottom and must not be exposed to the contents inside of the Cart. Each molded-in axle must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.

16. Each Cart shall be stable and self-balancing when in the upright position, either loaded or empty. The Cart must be designed to withstand winds averaging 25 mph when empty.

17. Each Cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully automated arm lifters. The upper lift point must be integrally molded into the body of the Cart. All lower lift bars must be designed to withstand over ten (10) years of lifter attachments.

18. The color will be selected by the Borough at the time of Contract Award from the standard colors available from the manufacturer. Surface treatments painted or spray-on finishes that are not homogeneous are not acceptable.

19. The interior surface of each Cart must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the Cart could become trapped.

20. The Cart is available through the Pennsylvania COSTARS cooperative purchasing program and meets the minimum features, standards and performance requirements, including the ANSI standards, and the Cart warranty requirements is acceptable. If a Cart that differs from these Specifications or is not available through the Pennsylvania COSTARS program is being proposed, the Contractor must submit with its Bid a complete description and/or list of the differences from these Specifications. The Borough reserves the right to reject any Cart that it deems unacceptable for its Automated Collection program.

**C. Cart Markings:**

1. Each Cart must have a serial number hot stamped in white on the body. Adhesive or sticker serial number bar codes are not acceptable. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designed by the Borough. The Bidder shall maintain a file that identifies the date of manufacture by the serial number.

2. Each cart shall have a Bridgeville Borough logo hot stamped in white on the body, Bridgeville Borough shall approval the logo design before fabrication.

3. Instruction for the safe use of the Cart must be molded into each lid.

4. The load rating of the Cart must be raised relief molded into the lid.

**D. Cart Work Order Management and Reporting System:**

1. As part of the Collection process and throughout the term of the Contract, the Contractor shall provide asset and work order management services via web-based software.

2. The software must be web based. Access to this software must be 24/7/365. The only elements required for this software is a web browser and live internet access. There must be customizable tiered levels of security access.

3. The software must manage the initial Cart delivery, any work orders generated and/or completed, and any additional information changes made during the term of Contract. The data will be monitored daily to ensure accuracy and consistency in reporting.

4. The software must have the ability to generate reports daily, weekly, or monthly based on Cart activity, such as inventory reports, maintenance reports, and any other requested by the Borough. Reports should be able to be viewed in PDF format or downloaded in an Excel format.

5. The asset tracking software must have the ability to enter work orders, close out work orders, run work order reports, run inventory reports, access and enter data, adjust inventory, and run collection tracking reports.

**E. Cart Assembly, Distribution and Tracking Services:**

1. The Contractor shall be responsible for coordinating the delivery of Carts from the manufacturing plant, unloading loads of Carts, assembling necessary part, and distributing the Carts to homes throughout the Borough. To accomplish this function, the Contractor must provide a qualified assembly and distribution staff. The Contractor shall submit a statement with its Bid identifying who will be undertaking the actual assembly and distribution of the Carts: the Contractor using its own employees or a subcontractor retained by the Contractor. If a subcontractor is being used, that subcontractor must be identified. The Contractor shall also provide supervisory level full-time employees of the Contractor to work directly with the Borough to solve any problems resulting from distribution while distribution is in progress.

2. The Contractor shall be responsible for the unloading of all delivery trailers. Any damage to the Carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.

3. The Carts shall be assembled and placed at the curb in front of each Residential Unit no later than ten (10) calendar days prior to the inception of Automated Collection service. The Carts shall be issued to the Residential Unit according to the size indicated in the schedule prepared by the Borough/Hauler.

4. Each Cart must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the Carts.

5. All distribution services shall start no earlier than 6:00 A.M. and end no later than 8:00 P.M., Monday through Saturday.

6. The Contractor shall immediately clean up and remove any materials dropped on the roadway or sidewalks during the process of assembly and distribution.

7. The Borough shall be responsible for providing a staging area for the receipt and assembly of the Carts. The area shall be flat, paved, accessible by tractor trailer, have the space to accommodate a parked tractor trailer, and sufficient area to receive a second tractor trailer. In addition, the staging area shall also have sufficient workspace for the assembly of the Carts in the immediate vicinity of the tractor trailers.

**F. Cart Management, Maintenance and Repair:**

1. The Contractor shall be responsible for managing the Cart program, to include maintenance and repair. The Contractor must have storage capacity sufficient to handle the inventory of Carts and Lids for this Contract prior to the initiation of service and also for replacement inventory during the term of the Contract. The Contractor shall monitor the storage area to ensure that sufficient inventory is always available for delivery and replacement and shall report the status of the inventory to the Borough on a quarterly basis.

2. Cart maintenance will be the sole responsibility of the Contractor with each Cart being properly maintained and kept in working order. The Contractor will be responsible for both the repair of damaged Carts and their components, and replacement of Carts, if necessary, from the established inventory. If the Cart is covered under warranty, there shall be no charge for either the repair or replacement. If the Cart is not covered under warranty, the Contractor may invoice the resident for the repair and/or replacement if that replacement is made from the Contractor's own inventory.

3. The Contractor shall repair all Carts at the Residential Unit and all Carts in need of repair shall be repaired with new parts. Plastic welding is not permitted.

4. Cart service actions shall be completed with five (5) working days from the initial request date.

#### **G. Cart Warranty:**

1. The complete Cart and all its sub-parts must be warranted 100% for a period of no less than ten (10) years from the date of installation at the Residential Unit. The warranty must specifically provide for no-charge replacement of any component parts which fail in materials or workmanship for the warranty period. The warranty must include and cover the following:

- a. Failure of the lid to prevent rainwater from entering into the Cart when the lid is in a closed position.
- b. Damage to the Cart body, lid, or any components parts through opening or closing the lid.
- c. Failure of the lower lift bar from damage during interface with lifters.
- d. Failure of the body and lid to maintain their original shape.
- e. Damage or cracking of the Cart body through normal operating conditions.
- f. Failure of the wheels to provide continuous, easy mobility, as originally designed.
- h. Failure of any part to conform to the minimum standards as specified herein.

2. The Contractor shall submit with its Bid a specimen copy of the exact warranty that will be applicable to the Carts.

#### **H. Final Ownership:**

At the end of the Contract term, all Carts and lids installed at Residential Units, provided by the Contractor, shall remain property of the Contractor.

**I. Placement of Carts for Automated Collection:**

1. Garbage, Rubbish, Residential Refuse, and/or Yard Waste shall be placed in Carts. The Contractor shall collect Carts placed as follows:

a. From Residential Units with level planting strips, in the planting strip or driveway within three (3) feet of the curb.

b. From Residential Units with sidewalks but not planting strips, on the owner's property, within three (3) feet of the sidewalk, if level.

c. When the foregoing locations slope at a grade making placement of a Cart difficult, the nearest reasonable level area; and

d. If the Residential Unit has no sidewalk or planting strip and dense shrubbery or extraordinary circumstances preclude such a location, from a placement suitable to the Resident and convenient to the Contractor's equipment.

e. The front of the Cart shall face the street. The Cart shall be placed at least five (5) feet from a mailbox or any other permanent standard such as a decorative light pole and at least two (2) feet from a bag, vehicle, tree, shrub or other Cart.

**J. Collection:**

In those locations where these specifications mandate that the Contractor provide Collection by use of a Collection vehicle, as appropriate, to provide the required service, and those locations that do not permit Automated Collection, the Contractor shall retain the Collection service by use of alternate style truck(s), as appropriate, to provide that required service.

**K. Excess Garbage, Rubbish, Residential Refuse:**

1. The Contractor is NOT responsible for collecting Carts weighing in excess of the automated cart tipper's manufacturer's recommended maximum capacity. Such overweight Carts shall be left behind with proper notification by the driver. In addition, Garbage, Rubbish, Residential Refuse, piled excessively above the rim of the Cart, which may spill while tipping, shall be left behind with proper notification by the driver. If the Cart is overweight or piled excessively above the rim to that the lid will not close securely on the Cart and will create spillage upon Collection, the Contractor's employee shall affix one part of a sequentially numbered adhesive carbonless non-Collection notice to such Cart containing overweight or excess Garbage, Rubbish, Residential Refuse. The notice, which shall be approved by the Borough, shall explain why the Cart was rejected and instruct the resident how to contact the Contractor for instructions as to how to correct the problem and to arrange for Collection. The Contractor shall retain the other part of the carbonless notice. Failure to leave the required notice may be deemed by the Manager, and/or his authorized agent, as a missed Collection.

2. Residents that have been given notice of overweight or excess Garbage, Rubbish, Residential Refuse, shall be placed on an Exception List. The Contractor shall transcribe this information daily into a format approved by the Borough or such other format as subsequently agreed to by mutual agreement. The information shall include the address and reason for each rejection. The information shall be transmitted to the Borough daily.

3. Additional Carts: Residents may purchase directly from Contractor Additional Cart(s) at the applicable annual charge as set forth in the Contractor's Bid Sheet Rate for Cart Purchases, and Contractor shall collect all solid waste from all residences as properly contained within all Carts provided and all additional Carts purchased by the resident(s) for no additional cost to the Borough or to residents under the Contract. Residents who have purchased additional cart(s) may place for Collection if needed, multiple Carts for any component of Solid Waste, i.e., more than one Cart for Garbage, Rubbish and Residential Refuse, and any such multiple Cart placements shall be collected, removed, and disposed of as part of the normal Collection. Borough will monitor and determine, in its sole discretion, the need for multiple Carts at a Residential Unit.

**L. Collection Equipment:**

Since Automated Collection is only a different method of collecting Garbage, Rubbish, and Residential Refuse, the requirements and submissions required with the Contractor's Bid must be made for Automated Collection equipment if the Borough selects the Automated Collection method for Garbage, Rubbish, and Residential Refuse.

**M. Bulk Collection:**

It is expressly understood that the bid shall include the pick-up of bulky items. Each resident will be permitted to dispose of two (2) Bulk Items/White Goods/Large Items per month at the curb at a designated week each month. Residents may arrange for a special pick-up of multiple bulk/white items from the Contractor.



## Section 120 Large Item, Bulk Item and White Good Collection

The Contractor shall provide collection of Large Items, Bulk Items and White Goods on the regularly scheduled day of collection for Municipal Solid Waste, and Recyclables.

1. **"Large Items"** shall include items that are too large to be placed inside a container or inside of a 40 gallon bag, with an individual weight no greater than 40 pounds and which do not meet the definition of a bulk item. These items include lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight, and compactable nature. Each individual Large Item shall be considered one unit and the equivalent of one bag of garbage.

2. **"Bulk Items"** shall include "White Goods" and such items as chairs, tables, armoires, chests, headboards, couches, mattresses, cabinets and dressers, and other items as agreed by the parties. Covered Devices, pianos, organs, spas, hot tubs, water softeners, and furnaces will be excluded from the definition of bulk waste.

3. **"White Goods"** shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, and trash compactors and other items as agreed by the parties. Removal and certification of Freon removal will be required from the resident prior to collection.

4. For all Manual Collection Options (A.1.A, A.1.B, A.2.A, and A.2.B), residents may place two (2) Bulk Items, White Goods, or Large Items at the curb per week. (Residents may also arrange for a special pick-up of multiple bulk items from the Contractor.)

5. For all Automated Collection Options (B.1 and B.2), residents may place two (2) Bulk Items, White Goods, or Large Items at the curb per month. (Residents may also arrange for a special pick-up of multiple bulk items from the Contractor.)

6. Bulk Items, White Goods, and Large Items shall not be placed for collection on any street right of way or public place.

7. The Contractor shall not be responsible for the collection of Bulk Items and White Goods improperly placed on non-scheduled collection days.

## Section 125 E-WASTE/HHW SERVICES

### Specifications for Household Hazardous Waste (HHW)//E-Waste Services 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 an on-call door-to-door e-Waste and Household Hazardous Waste (“HHW”) collection, processing and disposal service (“5 Service”) to include the collection of electronic waste during the term of the Contract and any extensions thereto. The purpose of the HHW Service is to provide a safe, convenient, efficient and cost-effective method for residents to dispose of Acceptable HHW (and electronic) Materials (as defined herein) that are otherwise difficult to dispose of and which are being stockpiled in residents’ homes. The Contractor’s HHW Service shall include the following mandatory components:
  - a. The program must be offered to all residents on an on-call basis. For residents to schedule a collection date, a toll-free hotline must be provided with live operators between the hours of 8:00 AM and 5:00 PM EST, Monday through Friday (English and Spanish speaking operators). An automated call system shall be available for calls received after hours, on weekends and holidays. A web-based platform also must be available 24 hours per day, seven days per week, to permit residents to schedule collections. The call center must be staffed with individuals who are tasked as their exclusive job to work with residents and their household hazardous and electronic materials. Residents may use the program as often during the year as may be needed. No estimate is available on the number of homes that may participate.
  - b. 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 the Borough and meets DEP requirements. Each containment device should hold approximately 50-75 pounds of acceptable materials. Residents may fill the bag, and also can place outside the bag large items such as straight fluorescent lamps, auto batteries and electronics.
  - c. An instruction sheet must accompany the containment device with complete details about the program. Blank labels shall be included with the containment device for residents to label and identify unlabeled acceptable materials. In addition, a pre-printed, postage pre-paid survey card must accompany the containment device, soliciting customer feedback on the service. The return address on the survey cards will be to a representative to be designated by the Borough.
  - d. Acceptable material must be collected from the resident’s property and not from public property, including the curb. Contractor shall advise Residents during the initial scheduling call on how to place materials for collection. Technical assistance shall be available for residents upon request.

- e. Scheduling and collection priority shall be given to residents with disabilities or those who are moving in the immediate future.
- f. All acceptable materials must be properly separated preceding transportation to avoid contact with incompatible substances, must be packaged properly by Contractor, and must be shipped to permitted facilities for recycling, treatment or disposal (in that preferred order).
- g. Materials collected must be recycled to the highest degree possible. Recycle, incineration, treatment, landfill is the applicable hierarchy.
- h. Contractors will be required by DEP to register as a hazardous waste transporter, obtain an EPA ID number and submit a program registration to DEP which must be approved prior to work starting. Further, the disposition site must be permitted to accept hazardous materials and be included in the documents submitted to DEP.
- i. There can be no separate charge for electronic waste, and the successful Contractor must comply with existing state regulations regarding disposition of electronics. The current state/multi-state program does not apply to this RFB.
- j. Contractor must indemnify the Borough for any action that may occur after Contractor has taken possession of the materials. The Contractor must accept generator status.
- k. Contractor shall at its sole cost and expense assist the Borough in developing press releases and/or advertising materials to announce the HHW Service, and will assist the Borough in the planning of a public education campaign introducing the Household Hazardous Waste Collection Program.
- l. Contractor shall provide the Borough quarterly and annual reports detailing all materials collected, number of homes collected from, pounds per home and other pertinent details as may be required by the Borough.
- m. The collection of e-Waste / HHW from businesses is excluded from this program. Homes with commercial chemicals, containers of more than five gallons and home businesses will not be served.
- n. Contractor must demonstrate they are registered hazardous waste transporters in good standing with the state, and must submit with their bid all necessary licenses, endorsements, permits and training to safely and properly manage the household hazardous waste program in compliance with applicable federal, state and local statutes, laws, rules and regulations. Contractor must demonstrate compliance with this section with their bid submission. No subcontractors can be used for the e-Waste / HHW Service.

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,
  - b. Contractor should identify total number of door-to-door household hazardous waste collections performed during the past five (5) years. When and where collections were performed. Please describe the type of program.
  - c. Contractor must include the identification of no less than three (3) municipal references, including contact information that demonstrates compliance with sections 2.a and 2.b.
  - d. A narrative description of Contractor's proposal offering the identification of all recycling, treatment/processing and disposal destinations for the acceptable materials collected from residents.
  - e. Sample of announcement flyer.
  - f. **Copy of (1) Pennsylvania (DEP) hazardous transporters license, (2) EPA ID Number, and (3) list of destination locations where all Household Hazardous Waste and E-Waste materials will be transported must be included with bid submission. Failure to provide shall render Contractor's bid nonresponsive.**
  - g. An operations plan describing the manner in which a typical collection event from a resident's location will be scheduled and performed. The following elements must be included in the plan (as required by the Borough and DEP and commonly referred to as a PPC Plan):
    - i. Specifics on how materials will be managed at the home
    - ii. Type of vehicle used, how will materials be stored in the vehicle
    - iii. Pollution prevention element
    - iv. Health and Safety element
    - v. Description of disposition of materials (recycling preference)
    - vi. Technician training element
    - vii. If materials will go to Contractor's own facility, description of that facility and that it meets DEP regulations
    - viii. Handling process e.g. collect from home and transport to facility X then to facility Y, etc.

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:

<b>ACCEPTABLE HHW WASTES</b>	<b>UNACCEPTABLE</b>
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.)	
Consumer electronics	

**Please Note: The At Your Door Special Collection Service of televisions, computer systems, peripheral items with circuit boards, and other electronic items is included at no additional cost, subject to daily maximum limits set forth in the service guidelines.**

## Section 130 Collection Times, Frequency, and Schedule

1. Contractor may start collection no earlier than 6:00 AM and must finish collection no later than 6:00 PM. In order to mitigate traffic congestion during morning commuter hours, Contractor shall, throughout the term of the Contract, maintain a weekly routing schedule that requires collection of solid waste/recycling from the Small Commercial Businesses located within the Washington Avenue Commercial District first (i.e., at the beginning of its weekly route) and prior to servicing the remainder of the Borough.
2. Within the Collection Area Municipal Solid Waste shall be collected weekly year round.
3. Within the Collection Area Recyclable Materials shall be collected weekly year round.
4. For collection of Municipal Solid Waste and Curbside Recycling, the Contractor shall perform all collections services on the same day for the entire municipality each week, with preference given to a weekly collection day of Monday through Thursday.
  - a. All materials will be collected from Structures on the same regularly scheduled day every week.
  - b. Structures defined as Multifamily Dwellings shall receive collection services at the same frequency as single family homes
  - c. Bulk Waste/White Goods shall, be collected on the same regularly scheduled day of the week as Municipal Solid Waste and Recyclable Materials
  - d. Collection of Detachable Containers shall be on a regular schedule on the same days of the week each week or month according to the frequency determined by the Contractor and the Borough as necessary for each building.
5. On or before 45 calendar days prior to the first scheduled collection day of the Contract, the Contractor shall supply the Borough with a map of the Collection Area, preferably generated electronically, showing the color coded day of the week Municipal Solid Waste and Recyclables shall be collected. This map shall also include route boundaries, and route numbers. The Contractor shall also provide the Borough a listing, preferably in electronic data format, of Structures defined as Multifamily Dwellings, including the day(s) of collection for each Structure. Failure to produce the route map and/or the schedule for Multifamily Dwellings will result in liquidated damages in accordance with Section 970.
6. On or before 30 calendar days prior to the first collection under this Contract, the Contractor will notify all customers by direct mail to the service address of their collection day. The mailing will include material approved by the Borough that explains the services included in the contract and the requirements for each household. The full cost of designing, printing and mailing the materials shall be the responsibility of the Contractor.
7. Prior to the first day of the first month of each contract quarter, the Contractor may change the day(s) of collection by giving notice to the Borough at least forty five (45) calendar days, and affected customers at least fourteen (14) calendar days, prior to the effective date of such change.
  - a. Contractor shall provide the Borough with an electronic listing of the changes and an updated color-coded route map with route numbers and boundaries at least thirty (30) calendar days prior to the effective date of the change.
  - b. The form of notice to the customer shall be subject to Borough approval.

### **Section 135 Holiday Collections**

The Contractor shall not provide collection services on legal holidays including New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday. The Borough will consider exceptions to the Christmas schedule when the holiday falls on a weekend.

### **Section 140 Place of Collection.**

Municipal Solid Waste and Recyclables collections shall be made at the curbside, as determined by the Borough.

1. Due to frontage of the Structure and as determined by the Borough the curbside may be located in navigable alleyways or secondary streets, which can only be accessed with smaller collection vehicles. Subject to special arrangements made by mutual agreement between the Contractor and the Borough on a case-by-case basis to accommodate extraordinary situations, Structures on the same side of the street on the same block shall place all Bags and Containers on the curbside.
  
2. Contractor shall collect collection Bags/Containers placed as follows:
  - a. From properties with level planting strips (section of grass between the sidewalk and the curb), in the planting strip or driveway within four (4) feet of the curb;
  - b. From properties with sidewalks but not planting strips, on the owner's property, within four (4) feet of the sidewalk, if level;
  - c. If the Structure has no sidewalk or planting strip, the nearest reasonable area within four (4) feet of the roadway; and
  - d. After collection, the Contractor shall return the Container(s) in a neat and orderly manner to their original curbside.
  - e. The Borough shall monitor collection routes, or a portion of a route on a regular basis to determine if the Contractor is placing Containers back in their original location in a neat and orderly manner after collection.
  - f. The Borough will determine any disagreements over correct placement of Bags and Containers for collection. The Borough's decision shall be final and binding.

### **Section 145 Place of Collection -- Multifamily Dwellings**

The Contractor shall collect Municipal Solid Waste, and Recyclables from Structures defined as Multifamily Dwellings, with service as follows:

1. Collection shall be performed from locations that are satisfactory to the customer and the Contractor for collection.
  - a. Curbside placement of Bags/Containers is preferred but shall not be required if not feasible.
  - b. If the Contractor believes that curbside collection is not feasible from Structures defined as Multifamily Dwellings, the Contractor may petition the Borough to allow Municipal Solid Waste and Recyclable to be collected in centrally located detachable containers.
  - c. The Borough shall determine if an alternative to Curbside Collection may be used in lieu of curbside collection if that service is more appropriate.
  - d. The Borough shall mediate all disputes regarding location. The Borough's decision shall be final and binding.
  - e. The Contractor may suggest an alternate location for the Bags/Containers or Containers that would meet the needs of the building and be serviceable by the Contractor.
2. The Contractor is required to provide collection service for both Bags/Containers and/or Detachable Containers from locked enclosures when so requested by the owner/manager. For entry into such a locked enclosure the owner/manager shall provide the Contractor with a key; and
3. Residents of Multifamily Dwellings must not block access from the Contractor to Bags/Containers or Detachable Containers used for the collection of Municipal Solid Waste, or Recyclables Materials. The Contractor shall first notify the owner/manager when access is blocked. The Contractor shall also notify the Borough.
4. The Contractor agrees that the Borough has supplied information regarding Structures defined as Multifamily Dwellings.



## **Section 150 Collection from Borough Facilities**

The Contractor is required to weekly collect, remove and dispose of Garbage, Rubbish, and Recyclables generated at the Borough building, parks and playgrounds including but not limited to: the Bridgeville Borough Municipal Building (4 yard container (1) and 6 yard container (1)), Chartiers Park (2 – 6 yard containers), McLaughlin Run Park (1 – 4 yard container), Bridgeville Fire Station (1 – 6 yard container), Bridgeville Public Library (1 – 2 yard waste container and 1– 2 yard recycle container.)

The Borough may require the Contractor to schedule multiple collections each week at certain Borough Facilities receiving collection service.

1. The Contractor shall collect Municipal Solid Waste from Borough Facilities included in the contract at the frequency specified by the Borough, Monday through Friday.
2. The Contractor shall not be required to provide more than daily collection per location.
3. The Contractor agrees that the Borough has supplied information regarding Borough Facilities receiving Detachable Container service, the number and size of the Containers and the collection frequency.

## **Section 155 Place of Collection – Borough Facilities**

The Contractor shall collect Municipal Solid Waste and Recyclable Materials from Structures service as follows:

1. Bagged garbage shall be located in an area mutually satisfactory to the Borough and/or the site manager and for collection by the Contractor.
2. Any new Detachable Container placements at Borough Facilities shall be located on the site in a manner satisfactory to the Borough and/or the site manager and for collection by the Contractor. The Borough shall mediate any disagreements over Container placement and collection. The Borough's decision shall be final and binding; and
3. The Contractor is required to provide collection service at Borough Facilities from locked areas when so requested by the building's site manager. For entry into such a locked area the Borough shall provide the Contractor with a mechanism to gain access to the locked areas.

## **Section 160 Scavenging**

No "scavenging" shall be allowed by the Contractor. Scavenging means sorting through Municipal Solid Waste or Recyclables while collecting, looking for items of possible value, or picking out individual pieces for reuse while loading or unloading. Scavenging excludes:

1. Searches by owners for valuables accidentally misplaced or that may be lost and,
2. Under the Recyclables collection programs, sorting out from the Recyclables collected materials that were not eligible for the program and disposing of the ineligible materials as Garbage.

## **Section 165 Service Disruptions Due to Weather**

1. When snow or ice prevents collection on the scheduled day, the Contractor shall make collection on the next weekday.
2. If snow and ice conditions continue for an entire week, or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that were amassed for collection during the interval when collections were missed.
  - a. On that day, the Contractor shall take bags, boxes and other secure wrappers, and shall empty temporary receptacles that customers have used whether or not they are within the volume limits of the Contract.
3. The Contractor shall notify the Borough as soon as possible of any non-collection days due to snow or ice. If possible, the notification shall be made the previous day or by 6:00 a.m. of the collection day.
4. When delays due to snow and ice occur, and if regular collection service does not resume as described above, or if when regular collection service does resume the Contractor fails to collect all of the materials at curbside, these failures will be considered non-collections and for each individual collection route, which is not fully collected on that day, the Borough shall deduct \$250 from the next payment due to the Contractor.
5. Residents will be instructed to clear snow and ice to provide for visibility and access of containers, bags/cans and other material.

## **Section 170 Service Disruptions Non-Weather Related**

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next collection day.

1. The Contractor must provide all the collections required during the collection week. If all collections are not performed during the collection week, these failures will be considered non-collections.
2. For each individual collection route, which is not fully collected that week, the Borough shall deduct \$250 from the next payment due to the Contractor.

## **Section 175 Missed and Make-up Collections within the Contractor's Control**

1. This section applies to omitted collections of a single Structure, a row of Structures, and/or an entire route.
2. As used in this paragraph a collection complaint is limited to a missed Municipal Solid Waste or Recyclables collection, within the period of time specified in this Contract, or not returning collection Containers to their original location after collection.
3. Should the Contractor fail to make collection on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day following notification by the Borough.
  - a. The Borough shall transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving Curbside service.
  - b. Solely for the purposes of Section 175, the "business day" includes Saturday.
4. Notwithstanding the foregoing, the Borough may require the Contractor to do the following:
  - a. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount at such customer's next scheduled collection day without any additional charge, and to accommodate such a disposal, allow the customer to use a bag or temporary Container as well as additional bundles.
5. It shall be a defense to a missed collection:
  - a. That the customer had not made timely placement of his or her material out for collection;
  - b. That the placement did not comply with provisions of this Contract; and
  - c. For Municipal Solid Waste and Recyclables, that placement did not comply with Section 130 or that as to Multifamily Dwellings with Section 135 respectively;
  - d. Provided that the Contractor shall have left a printed tag on all material left because it was not prepared properly, it was overweight or for other reasons.
6. The Contractor, by 8:30 a.m. the next business day, must notify the Borough of any collections the Contractor has refused or been unable to make the previous business day via the Exception List "(EL)". The EL must be in address order. The EL shall be transmitted electronically, faxed or hand delivered.

7. Any complaints received by the Borough between 8:30 a.m. and the time the Contractor actually transmits the EL shall be treated by the Borough as a miss and the Contractor shall be required to return and collect the missed material, even if the address appears on the Contractor's EL.
8. If the Borough transmits a miss complaint to the Contractor which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Bag/Can is overweight or contains material that should not be collected, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the Borough within four (4) business hours of its receipt, and the miss shall not be collected.
9. The Contractor shall pick up all miss complaints sent by the Borough by the end of the day following receipt of the miss.
  - a. If it appears to the Borough that the Contractor is not collecting these misses by the end of the day following receipt of the miss, the Borough has the option of having other personnel collect these misses.
  - b. The cost of this option along with \$25.00 per miss will be deducted from the payment due to the Contractor.
10. All miss complaints transmitted to the Contractor on Friday must be collected by the end of the day Saturday.
  - a. If it appears to the Borough that the Contractor is not collecting these misses by the end of the day Saturday, the Borough has the option of having other personnel collect these misses.
  - b. The cost of this option along with \$30.00 per miss will be deducted from the payment due to the Contractor.
11. Missed call-ins on Saturday will be serviced Monday, unless it is an entire block or route and then it shall be serviced that day.
12. If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section,
  - a. The Contractor shall leave a printed notice, explaining why the material was not collected.
  - b. The Contractor shall also inform the Borough by the end of the business day of the addresses that were not collected and the reason for the non-collection.

## **Section 180 Operations Plan**

1. A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the Borough after the Contract is signed and prior to beginning collections under the Contract. This shall be known as the "Operations Plan."
2. This plan shall include the procedures and activities listed below and shall include completion dates for each activity.
  - a. Delivery of Route Maps and Collection Schedule no later than 45 calendar days prior to the first scheduled collection day
  - b. Container delivery plans and schedule, including, start and completion dates;
  - c. Procedures for notifying customers of new collection days;
  - d. Procedures for identifying Multifamily Dwellings receiving either Curbside, or Detachable Container Services;
  - e. Procedures for transmitting information to and from the Borough to the Contractor;
  - f. Standards for the electronic transfer of information;
  - g. Other items identified by the parties.
3. The Operations Plan shall not contain procedures, activities or schedules that conflict with any terms of this Contract.

## **Section 190 Program Information During Contract Start-up**

1. Prior to December 18, 2023, the Contractor shall deliver to all Structures receiving service under this Contract, at least the following information:
  - a. Collection schedule information (day of week, time of day and collection frequency);
  - b. Material to be collected and how such material is to be prepared;
  - c. Date that customer should begin to use the new service;
  - d. Telephone number that customers should call for additional information, or for questions.
2. The Contractor, at the Contractor's own cost shall:
  - a. Design, produce and deliver "user friendly" recycling "how to" information and promotional material to each Structure prior to the first collection;
  - b. Design, produce and deliver yearly updates to each Structure informing customers of any problem areas, changes in the program, and participation rates;
  - c. Design, produce, and deliver promotional material for all Multifamily Dwellings.

## **D. MANNER OF COLLECTION**

### **Section 200 Contractor's Responsibilities.**

1. The Contractor shall be responsible for furnishing all supervision, labor, materials, and equipment, *except for Recycling Carts*, provided by the Contractor on behalf of the Borough, necessary to perform the collection, processing, marketing services described in this Contract. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not.
2. The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and workmanlike manner so that the residents within the Borough are provided reliable, courteous and high-quality solid waste collection at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Section, whether such other aspects are enumerated elsewhere in the Agreement or not.
3. Contractor shall perform all work in accordance with the Contractor's Bid, the Bid Documents, and addendums, and Public Notices all sections of which are incorporated herein whether or not such sections are specifically referred to in any other section of this Agreement.

### **Section 210 Employee Conduct**

1. The Contractor is responsible for providing the supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage to private property, close and relock all gates and doors that they open, return Cans/Containers to their original location and, if on private property, follow the regular pedestrian walkways and paths; and not cross flower beds or through hedges.
2. While collecting, employees shall wear uniforms or other identification supplied by the Contractor. The identification shall be subject to approval of the Borough.
  - a. **Personal Identification:** The Contractor shall provide all Contractor employees with identification cards, with their name, photo, and identification number and require them to carry the said identification cards at all times for monitoring purposes. When requested to do so by any of the Borough's Staff or by Residents, the Contractor's employees shall submit their identification cards for inspection.
  - b. **Uniforms:** The Contractor shall provide readily recognizable, brightly colored, shirts (or vests/waistcoats) and pants/trousers of a single design and color to all its workers, to be worn at all times when performing services under this Contract, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be replenished as they become worn or damaged.

3. When the Contractor identifies unsatisfactory conduct by an employee or when the Borough notifies the Contractor of such conduct, the Contractor shall take remedial action.
  - a. The remedial action shall be appropriate to the level of unsatisfactory conduct, provided that if the Borough requests of the Contractor by letter that an employee be suspended from further work on the Contract for Level Three unsatisfactory conduct or an uncorrected pattern of Level Two unsatisfactory conduct, the Contractor will permanently remove the employee from further work on the Contract.
    - i. **Level One:** Examples of Level One unsatisfactory conduct are single isolated incidents such as spillage of materials, leaving gates open, not relocking doors, walking through flowerbeds, not returning Containers to their original location, etc.
    - ii. **Level Two:** Examples of Level Two unsatisfactory conduct are continued incidents of Level One unsatisfactory conduct, as well as rude or abusive language to customers, inappropriate behavior in customer's presence, purposeful damage of customer property, or acceptance of a cash payment or gratuity for ignoring a Contract provision.
    - iii. **Level Three:** Examples of Level Three unsatisfactory conduct are continued incidents of Level Two unsatisfactory conduct, as well as appearing on the job under the influence of alcohol or drugs, fighting or menacing, throwing rocks, endangering customers or driving dangerously.
  - b. **Under Level One**, the Borough will send a written notice, via U.S. mail, fax, or email, informing the Contractor of the unsatisfactory conduct.
  - c. **Under Level Two and Three**, the Borough will notify the Contractor by telephone within five (5) working days of becoming aware of the incident and send a written notice, via U.S. mail, fax, or email, within ten (10) working days.
  - d. Written notices will identify the level of the notice, and the specifics of the incident.

## **Section 220 Spillage**

1. The Contractor shall pick up any material scattered or spilled during collection and clean up the area affected within three (3) business hours of notification of the incident.
2. Each truck shall carry equipment (such as a broom and a shovel) for this purpose.
3. The Contractor shall immediately, or within one (1) hour of notification, commence cleanup of any hydraulic, transmission, or other oil spill, or commence cleanup of any spillage, which creates a hazardous condition (such as a spillage involving glass).
4. For failure to contain and clean-up spillage and spills, the Borough shall deduct from the next payment due to the Contractor \$250 or the cost to the Borough for remediation whichever is greater.

## **Section 240 Customer Grievances**

1. The Contractor will designate a representative to adjudicate customer grievances.
2. At the Borough's request, the representative will join the Borough in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick- up, and/or other deficiency in service or a need for special service.
3. The decision of the Borough shall be final and binding.

## **Section 250 Continual Performance Issues**

In addition to progressive discipline in Section 210, unsatisfactory performance of collector after two (2) notices to Contractor to correct specific incidences involving the same address or collector in any six (6) month period, the Borough will deduct \$250 from the next payment due to the Contractor.



## **E. DISPOSAL**

### **Section 300 Disposal Facility**

1. The Contractor shall deliver all Municipal Solid Waste collected under this Contract to a facility designated in the Allegheny County Municipal Solid Waste Management Plan for processing/disposal.
2. On the Bid Forms provided, the Contractor shall provide to the Borough the name, location and signed certification of the facility(s) that will be used.

## **F. RECYCLABLE MATERIAL PROCESSING**

### **Section 400 Recycling Processing Facility**

1. The Contractor shall deliver all Recyclables and E-Waste/HHW collected under this Contract to a facility identified by the Contractor for processing/marketing.
2. On the Bid Forms provided, the Contractor shall provide to the Borough the name, location and signed certification of the facility(s) that will be used.
3. Recyclables and E-Waste/HHW may not be deposited as Municipal Solid Waste at a landfill or incinerator.
4. Marketing and transport of the processed materials and/or the product is at the Contractor's risk, expense and profit (or loss).
5. In the event of an assignment, subcontract, or delegation of duties for processing and marketing of Recyclables and E-Waste/HHW, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the Borough for the satisfactory performance of the work assumed.

## **G. DISPOSAL PROHIBITION**

### **Section 500 Illegal Dumping and Littering**

The Contractor, the assignee, subcontractor, or other obligor, shall be prohibited from disposing of any material collected under this Contract in a manner inconsistent with the Solid Waste Management Act, Act 101 or other applicable federal, state, or local ordinances or regulations. Violation of this Contract provision may be cause for termination.

### **Section 510 Disposal of Recyclables**

1. The Contractor, the assignee, subcontractor, or other obligor, shall be prohibited from unlawfully disposing of any Recyclables collected under this Contract.
2. Recyclables shall not be mixed with Municipal Solid Waste in the same collection vehicle.
3. Violation of this Contract provision for each incident will result in a \$1,000 deduction from the next payment due to the Contractor, and may be cause for termination.
4. The Contractor may dispose of contaminated materials or residuals. The cost of such disposal is fully the responsibility of the Contractor.

## **H. REPORTING REQUIREMENTS**

### **Section 610 Daily and Monthly Reports**

#### 1. Daily Report

- a. The Contractor, by 8:30 a.m. the next business day, must notify the Borough of any collections the Contractor has refused or been unable to make the previous business day via the Exception List “(EL)”. The EL must be in address order. The EL shall be transmitted electronically.

#### 2. Monthly Report

- a. The Contractor shall submit monthly reports, on forms provided by the Borough or in a format mutually agreed upon by the Contractor and the Borough, for the length of the Contract period commencing upon Notice To Proceed. These reports shall be due within ten business days after the end of the month. At a minimum, the reports shall include:
  - i. Summary of tonnages, from weight receipts of all collected material;
  - ii. Summary of tonnages of all processed material sold, by type of material
  - iii. Summaries of the recycling residual contamination rate, including the weight of materials collected in the Borough and disposed of due to contamination;
  - iv. Status of all complaints or Contract violation notices forwarded to the Contractor by letter from the Borough or from customers during the month including, but not limited to:
    - a. Replacement of Containers;
    - b. Employee misconduct; and
    - c. Contractor responses to citizen's damage claims;

## I. COMPENSATION

### **Section 700 Payment for Contract Services**

#### 1. Total Costs

- a. The total costs quoted for the “Contract Period” shall be firm prices throughout the entire term of the Contract (3-yrs. or 5-yrs. at Borough’s election), or any extension thereof, without variable increase, except as provided in Section 720 and 725 below.

#### 2. Invoices

- a. The Borough shall be solely responsible for the individual service billing of the respective property owners utilizing this service.
- b. The Contractor shall submit monthly statement of gross receipts to the Borough within ten working days from the end of the month. These statements shall itemize the monthly amounts billed, including any additional payment for change orders or special services or deductions allowable by the Contract.
- c. The Borough shall pay the Contractor monthly for all collection services under this Contract an amount derived by adding the amounts in 1 through 2, and subtracting 3).
  - i. Municipal Waste and Recyclables Collection, Disposal/Processing: The sum of *Base Collection Rate for the prevailing year* \$\_\_\_\_\_ *per residential unit serviced per month as calculated on the last service week of the month*) for collection of Municipal Waste and Recyclables from all Structures;
  - ii. Payments, if any authorized by Contract change orders, and funds withheld earlier and now released;
  - iii. Deductions and withholdings under Section 750 and payments, charges, or penalties under Section 120, 160, 165, 170, 220, 250, 510, 610, and 975.
- d. The Contractor agrees to provide the Borough with an accurate current listing of service accounts upon written request, one hundred eighty (180) days prior to the expiration of this contract.

## Section 720 Fuel Cost Adjustment

1. For purposes of this Contract, it is estimated that the BASE COLLECTION RATE per month per residential unit will be subject to fuel cost adjustments when the average annual US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel Prices for the East Coast on September 31 of each contract year differs from the average annual US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel Prices for the East Coast September 30 of the previous contract year by at least 10%.
2. Adjustments will be determined on year-to-year variance of 10% and not a cumulative variance of 10% over several years of the contract.
3. Fuel cost increases/decreases shall be determined by the Borough. The Borough shall make all interpretations of the components of the fuel cost adjustment calculation.
4. Fuel cost increases/decreases will be based solely on a formula using the following information and assumptions of the Borough:
5. ROUTE MILES PER WEEK: The estimated route miles within the Borough 20.08 miles. Route miles were determined by doubling the total number of miles on all roadways located within the boundaries of the Borough,;
6. HOUSING UNITS: The number of residential units per week serviced 1,977 which will be adjusted for new starts and stops on January 2, 2024 and on the same date each contract year thereafter;
7. FUEL PER MILE: .25 gallons of fuel consumption per mile;
8. ROUTE VEHICLES: 2 vehicles per home; (1 vehicle for garbage and 1 vehicle for recycling for weekly collection 12 months per year;)
9. WEEKS PER MONTH: 4.33 weeks per month;
10. VARIANCE PRICE PER GALLON: The variance in the cost of a gallon of fuel based on the US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel Prices for the East Coast, published January 2, 2024, compared to the average annual retail US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel Prices for the East Coast published September 30, 2020. On September 30 of each contract year thereafter the average annual US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel Prices for the East Coast nearest to that date will be compared to the average annual US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel Prices for the East Coast of the previous year. The average annual US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel Prices for the East Coast will be determined by tracking and adding the published weekly 5-day averages throughout the year and dividing by 52.
11. Fuel cost increases/decreases shall be calculated by October 31, 2024 and become effective January 1, 2025 and shall be recalculated using the same formula and become effective on the same date each contract year thereafter.

## **The Formula:**

(ROUTE MILES) X (FUEL PER MILE) X (ROUTE VEHICLES) X (WEEKS PER MONTH) = (Gallons fuel per month) X (VARIANCE PRICE PER GALLON) = (Cost of fuel per month) / (HOUSING UNITS) = Fuel Cost Adjustment to BASE COLLECTION RATE per month per residential unit

## **Section 725 Petition for Unusual or Unanticipated Costs**

The Contractor may petition the Borough at any time for additional payment rate adjustments on the basis of certain unusual changes in the cost of operations. These include:

1. New or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on municipal solid waste generated by Borough of Bridgeville; The increase per month shall be calculated using the annual reported waste generation data per residential unit in the Borough. The Borough shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates.

## **Section 730 Wage Increases for Employees**

All wage increases for collectors or any other employees of the Contractor granted during the term of this Contract shall be the sole responsibility of the Contractor. Any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other foreseeable business risks that may affect the performance of this Contract shall be to the Contractor's advantage or expense respectively, except as noted herein.

## **Section 740 Withholding and Payment of Liens and Judgments**

The Borough may withhold and pay to the United States of America or to any federal court, or the Commonwealth of Pennsylvania or any commonwealth court, the amount claimed in a levy filed by the United States Internal Revenue Service or the Pennsylvania State Department of Revenue, respectively; the amount directed by a writ of garnishment, writ of attachment, or writ of execution, or by an order of a Bankruptcy Court, and/or by any court order, each for monies claimed from the Contractor. When presented such an order, the Borough may in its discretion institute inter-pleader proceedings. The Borough may make a payment in conjunction with the inter-pleader action to the appropriate court. Payments so made or deposited into the registry of the court shall be satisfaction of payment due to the Contractor.

## **J. EQUAL OPPORTUNITY/NON-DISCRIMINATION**

### **Section 800 Equal Employment Opportunity**

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.
2. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap.
3. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
5. The Contractor shall be responsible for the compliance of subcontractors or joint venturers.
6. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

### **Section 820 Non-Discriminatory Service**

1. The Contractor will not discriminate against any customer or Borough resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service.
2. The Contractor shall provide the same good quality service throughout the Collection Area without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

## **K. SECURITY; LIABILITY; DAMAGES**

### **Section 900 Contents and Execution Of Finance Security**

1. Any financial security furnished shall be an original, fully executed by both the prospective Contractor and the surety or sureties in ink and shall be in a form acceptable to the Borough.
2. Where the prospective Contractor is a corporation, the security shall be signed by two officers of the corporation who have been duly authorized to do so by appropriate action of the corporation, and the seal of the corporation shall be affixed.
3. Where the prospective Contractor is an individual or individuals, the security shall be signed by the individual or individuals affixing the signature to the bid. Changes or additions to bid security or to the signatures thereon may not be permitted after the opening of bids.
4. The financial security submitted to the Borough must be the originally issued document, signed in ink.
5. Both the name of the Contractor and the name of the issuing financial institution must appear on the financial security.
  - a. The name of the insured and the name of the Contractor *must* be the same.
  - b. The bid's title, contract number or description *must* appear in the financial security.

### **Section 910 Bid Bond**

Prospective Contractors are required to file with their proposals financial security in the sum of **\$100,000.00**, which sum shall serve as liquidated damages payable to the Borough upon default as provided herein. This financial security shall be in the form of cash, a bid bond, certified check or letter of credit. In order to be acceptable as financial security, a bid bonds and LOC's must be issued by one or more surety companies or financial institutions legally authorized to do business in Pennsylvania which retain as capital no less than the amount of the issued bond and said bond must be in form approved by Borough of Bridgeville. If the bonding company executes the bond through an attorney-in-fact, a Power of Attorney showing authority to act must accompany the bond.

(See Bid Bond Form)

## Section 920 Performance Bond

Financial security shall be further required to insure faithful performance of the work provided for in the contract and to indemnify and save harmless the Borough from all liens, charges, claims, demands, losses, costs and damages of every kind and nature, whatsoever, except as is otherwise provided in said contract is 50% of the total for year one. The performance bond shall be renewed annually.

1. Before this Contract can be executed, the Contractor shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the Contract.
  - a. Said bond or letter of credit must be in the amount of 50% of the total annual cost of awarded service option as shown on the Bid Sheet for Rates and Services.
  - b. The bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the Borough of the renewability of the current bond at least 90 calendar days before it expires.
  - c. The bond shall be for the use and benefit of the Borough, with a surety company authorized to do business in the Commonwealth of Pennsylvania and acceptable to the Borough.
  - d. Said bond shall be conditioned that such Contractor shall faithfully perform all of the provisions of this Contract and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Contract, and shall be further conditioned that any person(s) performing such work or services, said bond shall contain appropriate recitations that it is issued pursuant to this Section of this Contract, that it shall be construed to meet all requirements specified herein and that any condition or limitation in such bond which is in conflict with the conditions and requirements of this Section is void.
  - e. Such bond shall be submitted to, and subject to approval of the Borough prior to its effective date.
2. Failure of the Contractor to furnish and maintain said Performance Bond shall be considered a material breach of this Contract and grounds for its immediate termination at the option of the Borough.



## **Section 930 Default of Contractor**

This Section is independent, notwithstanding any other provisions of this Contract. The Contractor may be held in default of the Contract in the event the Contractor:

1. Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to the Borough, to have abandoned the work, or to be unable to resume collections within forty-eight hours;
2. Has failed on three or more occasions of three (3) consecutive business days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Contract; except as provided in Section 170 and 175;
3. Repeatedly neglects, fails, or refuses to comply with any of the material terms of the Contract, after having received notice of its obligation to do so.
  - a. To initiate proceedings under this Section, the Borough shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a public hearing at which the Contractor may show cause why it should not be declared in default.
  - b. In the event the Contractor fails to show, to the satisfaction of the Borough, why the Contractor should not be declared to be in default of this Contract and Borough may make such declaration.
  - c. In declaring the Contractor to have defaulted on the Contract, the Borough also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.
  - d. Upon receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the Borough pursuant to Section 70 hereof, for the purpose of completing the work under the Contract; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract and the bond.
  - e. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and Contractor shall have no claim upon same.

- f. In the event the surety on the Contractor's performance bond fails to assume or continue performances within 48 hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the Borough to use all, or whatever portion is desired by the Borough, of the materials and equipment described on the most recent inventory submitted to the Borough pursuant to Section 70 hereof, for collection and processing purposes for a period of up to six months following the date of the declaration of default by the Borough without requiring the Borough to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the Borough to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the Borough pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the Borough be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the Borough's interim use of such property; provided, further, that such lease, sublease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.
- g. In the event the Borough secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the Borough shall retain such difference; but in the event such cost to the Borough is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the Borough.
- h. All payments due the Contractor at the time of default, less amounts due the Borough from the Contractor, shall be applied by the Borough against damages suffered and expense incurred by the Borough for reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.
- i. Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the Borough provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

## Section 940 Commitment of Equipment

Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 70 for use in the performance of this Contract (called "such property") shall be available for use in collecting Municipal Solid Waste and Recyclables in the Collection Area. When provided, this Section applies to the replacement and substitute.

1. For the duration of this Contract, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:
  - a. Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
  - b. In event the Contractor is in default and the surety on the Contractor's performance bond fails to assume or continue performance within 48 hours after notice to do so, allow the Borough to use without further documentation all or a portion of such property, at the Borough's discretion, for a period of up to six months following the date of the Contractor's declaration of default, to provide such collection services on the condition that the Borough pays to the Contractor's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
  - c. Exempt the Borough from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the Borough's interim usage; and
  - d. Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the Borough and surety on the Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections 1), 2) and 3) of this Section.
2. To assure compliance with this Section, the Contractor shall submit to the Borough for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The Borough's approval shall not be unreasonably withheld.

## Section 950 Insurance

1. The Contractor, at its own cost and expense, shall obtain and maintain in full force and effect, insurance coverage which will satisfactorily insure the Contractor and the Borough against any and all claims and liabilities which could arise out of the Contract including, but not limited to, claims and liabilities for injury (including death) or damage to persons and property which could arise because of the Collection, Disposal, and Processing of Municipal Solid Waste and Recyclable Materials, and such other insurance as is necessary to insure any other obligation incurred by the Contractor herein. A certificate evidencing the following minimum insurance must be provided when award is made, unless otherwise specified:
  - a. A comprehensive General Liability Insurance Policy (including Completed Operations and Contractual Liability Coverage). Said policy of insurance shall be on an "occurrence" basis, not a "claims made" basis. Shall have minimum limits of \$1,000,000.00 per occurrence, combined single limit for bodily injury (including death) and property damage, with a contractual liability endorsement, and shall name the Authority as an additional insured.
  - b. A Worker's Compensation and Employer's Liability Insurance Policy with a Statutory Limit of Coverage.
  - c. An Automobile Liability Insurance Policy covering owned, non-owned and hired vehicles. Said policy of insurance shall have minimum limits of \$500,000.00 per person, \$1,000,000.00 per occurrence bodily injury (including death), and \$500,000.00 per occurrence property damage and shall name the Authority as an additional insured.
    - i. All Contractor's insurance policies shall be on an "occurrence basis", not a "claims made" basis and shall provide that the Authority be given at least sixty (60) days written notice prior to any change or cancellation of such policies.
    - ii. Where policies are written for a period less than the term of the Contract, the Contractor shall submit, at least thirty (30) days prior to expiration of the policy, renewal insurance certificates and such other evidence as the Authority may require to verify the renewal of the required coverage.
    - iii. Insurance must be maintained in full force and effect throughout the term of the contract. If insurance must be renewed during the term of the contract, the new certificate of insurance must be forwarded to:

Borough of Bridgeville Municipal Building,  
425 Bower Hill Road  
Bridgeville, PA 15017
2. Failure to provide and renew such insurance as required shall be deemed a material breach of contract and shall be a basis for immediate termination of the contract. The insurance requirements of this provision shall be in addition to any other insurance requirements of the contract.

## **Section 960 Indemnity**

The Contractor(s) shall defend, indemnify and save harmless Borough of Bridgeville and the Borough's officers, employees and agents from any and every claim and risk, and from all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses"), on account of injury to or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assigns as well as the Borough or the Borough's agents, and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with or related to the work performed under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of Borough of Bridgeville, or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of Borough of Bridgeville.

## Section 975 Acts or Omissions and Liquidated Damages

1. This Section is independent of Section 930.
2. The following Table set forth the Acts or Omissions within the control of the Contractor that are considered a breach of this Contract; the applicable section of the Contract; and the amount of Liquidated Damages associated with the section.

**Table of Acts or Omissions and Liquidated Damages**

<b>Section</b>	<b>Description</b>	<b>Liquidated Damages</b>
<b>120-1.</b>	Commencing collection prior to 6:00 a.m. or continuing collection past 6:00 p.m.	\$100 per day per route
<b>120.4</b>	Failure to submit collection schedule and service levels for Borough	\$50 per day
<b>160.1</b> <b>160.2</b>	Failure to resume service after ice and snow conditions as required	\$250 per route per day
<b>165</b>	Failure to resume service as required for non-weather related incidents.	\$250 per route per day
<b>170.9</b>	Failure to collect missed Garbage, or Recyclables within one business day after a makeup request is given to the Contractor.	\$25 per reported miss and/or the cost to the Borough of collecting the misses
<b>170.10</b>	Failure to collect Friday's reported misses on Saturday	\$30 per reported miss and/or the cost to the Borough of collecting the misses
<b>220</b>	Failure to collect spillage	\$250.00 or cost of remediation whichever is higher
<b>250</b>	Unsatisfactory performance after two (2) notices to correct specific incidences involving the same address or collector in any six (6) month period.	\$200 each incident
<b>510</b>	Recyclables may not be mixed together with Municipal Waste in the same compartment of vehicle's body.	\$1,000 per incident and may be cause for termination.
<b>610</b>	Failure to submit complete and accurate monthly reports as required	\$50 per day per report

3. Liquidated Damages may be deducted from the next payment due to the Contractor determined by the Borough'. Any assessment(s) against the payment due to the Contractor shall not relieve the Contractor of his on-going reporting, service and clean-up responsibilities for the duration of the contract.
4. The Borough shall provide Contractor with written notice of all liquidated damages assessed on at least a monthly basis.
5. Should the Borough neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the Borough to enforce such penalty retroactively or in the future.

## **L. ANCILLARY PROVISIONS**

### **Section 1000 Assignment or Pledge of Moneys by the Contractor**

The Contractor shall not assign or pledge any of the monies due under this Contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the Borough of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

### **Section 1010 Assignment; Subcontracting; Delegation of Duties**

Except for the subcontracting identified in the Contractor's bid the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of the Borough.

In the event of an assignment, subcontract, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the Borough for the satisfactory performance of the work assumed. The Borough may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the Borough to fully and faithfully complete the work or responsibility undertaken.

### **Section 1020 Audit**

The Contractor shall maintain in its office full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting Contractor's work on this Contract. The Borough may require an audit of such books and records at any reasonable time, at the Borough's expense. Such audit will be conducted by another reputable, competent certified public accounting firm with experience in auditing public service companies selected by mutual agreement of the Borough and the Contractor. Audit information will be kept confidential, except as public disclosure laws may require disclosure.

### **Section 1030 Contract Rights**

The parties reserve the right to amend this Contract from time to time by mutual agreement in writing. Rights under this Contract are cumulative, and in addition to rights existing at common law. Payment by the Borough and performance by the Contractor do not waive their contract rights. Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right another occasion. The use of one remedy does not exclude or waive the right to use another.

### **Section 1040 Interpretation**

This Contract shall be interpreted as a whole and to carry out its purposes. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions. Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

### **Section 1050 Law; Venue**

The laws of the Commonwealth of Pennsylvania and Charter and Ordinances of the Borough of Bridgeville shall govern the validity, construction and effect of this Contract. The venue for any claims, litigation, or causes of action between the parties shall be in the Superior Court of the Commonwealth of Pennsylvania for Allegheny County.

### **Section 1060 Notices**

1. All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger, by certified or registered mail, return receipt requested, or by fax to the Borough at the following respective addresses:

To the Borough:

**Joseph Kauer**

Borough Manager

425 Bower Hill Rd.

Bridgeville, PA 15017

Ph. 412-221-6012 x111

To the Contract

[Contact Information as set forth  
in Statement of Qualifications]

2. Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

### **Section 1070 Severability**

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

### **Section 1080 Termination**

Notwithstanding any other provisions of this Contract, the Borough may terminate this Contract upon a default under or breach of this Contract by the Contractor. A termination for violation of an equal opportunity provision, or violation of any other provision shall take effect in fifteen (15) calendar days after delivery of notice of termination

### **Section 1090 Transition to Next Contractor**

In the event that Contractor is not awarded a contract to continue to provide solid waste collection services, Contractor shall cooperate fully with Borough and the subsequent Contractors to assure an orderly and effective transition. Such cooperation shall include, but not be limited to, providing route maps, route lists and other similar information.



**Addendum # 1**

**This addendum outlines any changes made to the specifications.  
It also provides clarifications and corrections made to the bid document.  
Following is a description of changes and corrections along with answers to substantial questions.**

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-RESERVED FOR USE DURING BIDDING PROCESS, AS NECESSARY-

-END OF DOCUMENT-