



City Of Lower Burrell
2800 Bethel Street
Lower Burrell, PA 15068
724-335-9875

Specifications, Instructions and Bid Documents

COLLECTION OF RECYCLABLE MATERIALS

January 1, 2023 - December 31, 2026
With an Option for Year 5

Council of the City of Lower Burrell
City of Lower Burrell
2800 Bethel Street
Lower Burrell, PA 15068
Phone: (724) 335-9875

Bids shall be received by 12:00 PM, Thursday, June 23, 2022

ADVERTISEMENT FOR BIDS

City of Lower Burrell
2800 Bethel Street
Lower Burrell, PA 15068

Separate and sealed bids for the **COLLECTION AND MARKETING OF RECYCLABLE MATERIALS**, under one contract, consisting of but not limited to:

Bids for the collection of recyclable materials within the City of Lower Burrell. Work includes all supervision, technical personnel, labor and services required to collect, market, and deliver recyclable materials pursuant to provisions of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act.

Bids will be received at the Office of the City Manager, 2800 Bethel Street, Lower Burrell, PA 15068, until 12:00 PM (NOON) prevailing time on Thursday, June 23, 2022. No bids will be received after this time. Sealed bids will be opened and reviewed in the office of the City Manager on Thursday, June 23, 2022 at 12:01 PM and awarded at the Council meeting on Monday, July 11, 2022 at 7:00 PM.

Bidding Documents may be examined at the office of the City Manager, 2800 Bethel Street, Lower Burrell, PA 15068, between 9:00 AM - 5:00 PM. Copies of the Bidding Documents may be obtained beginning May 20, 2022.

Proposals must be on the forms furnished by the City.

A certified check or bank draft, payable to the order of the City of Lower Burrell, or negotiable U.S. Government Bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an acceptable surety, in an amount equal to ten percent (10%) of the total of the Bid shall be submitted with each bid.

The City of Lower Burrell reserves the right to waive any informalities or to reject any or all bids.

Bidders, please be advised that unrealistic alternate price quotes may be cause for total rejection of bid.

CITY OF LOWER BURRELL

**PLEASE ADVERTISE
SEND PROOF OF ADVERTISEMENT**

**CITY OF LOWER BURRELL
WESTMORELAND COUNTY, PENNSYLVANIA
COLLECTION AND MARKETING OF RECYCLABLE MATERIALS
GENERAL SPECIFICATIONS**

GENERAL INTENT AND PURPOSE

The general intent and purpose of the City of Lower Burrell, Westmoreland County, Pennsylvania (hereinafter called "COLB" or the "City") is to maintain a comprehensive program for recycling for certain specified types of solid waste. The collector designated under a contract to be awarded by COLB will be responsible **Recyclable Material Collection and Marketing**. The City reserves the right to issue a ninety (90) day notice to the collector establishing an addition or deletion of a recyclable material to those now identified in Chapter 247 Recycling of the City Code of Ordinances. While providing all services described under these specifications, the collector shall use due care to protect the property of the residents of COLB, to make as little disturbance as possible, and to ensure that all recyclable materials are collected and disposed of pursuant to Act 101 of 1988, and all future amendments thereof.

The proposals requested herein shall be for the period beginning **January 1, 2023**, and expiring on **December 31, 2026, with a mutually agreed to optional fifth year** (hereinafter called the "Contract Period").

- 1) The bid per manual collection procedure sets **weekly recycling pickup in accordance with the City schedule currently in use (sample enclosed)**, any changes to this schedule are subject to approval by the City. The procedure further requires a submission of four (4) year contract pricing with **a fifth-year option**. **This manual collection is with city provided 18 gallon blue bins.**
- 2) The bid per manual collection procedure option sets **weekly recycling pickup in accordance with the City schedule currently in use (sample enclosed)**, any changes to this schedule are subject to approval by the City. The procedure further requires a submission of four (4) year contract pricing with **a fifth-year option**. **This manual collection is with collector providing residents with new 18 gallon blue recycling bins (marked as indicated) and the collector to provide any supplies of future 18 gallon blue bins as requested by residents for replacement.**
- 3) The bid procedure sets an automatic collection option (limited to cart size) **with weekly recycling pickup in accordance with the City Schedule currently in use (sample enclosed)**, any changes to the schedule are subject to approval by the City. The procedure further requires a submission of four (4) year contract pricing with **a fifth-year option**.

These specifications for Solid Waste management and recyclable material handling shall become part of the contract.

DEFINITIONS

1. **Automated Collection:** Collection of Solid Waste utilizing either “Fully Automated Collection” or “Semi-Automated Collection” methods.
2. **Base Collection Rate:** The monthly cost per unit for recyclable collections services.
3. **Bimetal Containers:** Empty beverage or food containers consisting of steel and aluminum.
4. **Cart:** A plastic container, approximately 32-35/36, 64/65 or 95/96 gallon in capacity, owing to slight manufacturer differences. Carts are equipped with wheels, handles and tight-fitting cover, used to temporarily store Recyclables. A cart is capable of being mechanically unloaded into the Contractor’s collection vehicles by a cart tipping mechanism.
5. **Commercial:** Any establishment engaged in a non-manufacturing or non-processing business including, but not limited to, stores, markets, office buildings, restaurants, shopping centers, and theaters. Multi-family dwellings, townhomes, mobile home parks, hotels, motels, mixed use properties (combined business/residential on a single parcel) and farms which use commercial dumpsters shall be considered commercial establishments. Does not include properties where primary permitted use is residential and accessory use is commercial (i.e., home occupations)
6. **Container:** Means metal or plastic receptacles used for Recyclable’s collection.
7. **Corrugated Paper:** Structural paper material with an inner core shaped in rigid parallel furrows and ridges.
8. **Curbside Recycling Collection:** The Scheduled collection and transportation of recyclable materials placed at the curb line or other area designated by the collector.
9. **Customer:** The owner of any residential property located within the City.
10. **Drop-Off Sites:** Those specified locations, staffed or un-staffed, where recyclable materials may be taken at specific times.
11. **Dwelling Unit:** One or more rooms on premises which have cooking facilities and are arranged for occupancy by one (1) person, two (2) or more persons living together, or one family. Each dwelling unit within a non-commercial building shall be considered an individual customer.
12. **Fully Automated Collection:** Collection of Recyclables 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.
13. **Glass Containers:** Bottles and jars made of clear, green or amber glass. Expressly excluded are non-container glass, automobile glass, plate glass, blue glass, lead crystal, and porcelain and ceramic products.

14. **Industrial:** Any establishment engaging in manufacturing or processing including, but not limited to, factories, foundries, mills, processing plants and refineries.
15. **Institutional:** Any establishment engaged in service to persons including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.
16. **Manual Collection:** See “Traditional Manual Collection.”
17. **Mixed Paper:** Any combination of paper including junk mail, office paper, computer paper, envelopes, file folders and all similar materials. Mixed paper does not include paper products used for personal hygiene; paper products used for food preparation; or paper products used for cleaning, or wrapping paper.
18. **Multi Family Dwellings:** Structures for residential living consisting of four (4) or less attached units, as well as dwellings of more than four (4) attached units that are separately owned, may also be referred to as Single-Family Attached Dwellings.
19. **Municipal Waste:** Any garbage, refuse, industrial lunchroom or office waste and any other material including solid waste, liquid, semi-solid or contained gaseous materials resulting from the operation of residential, municipal, commercial, industrial or institutional establishments and from community activities, and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial, industrial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility. (Pennsylvania Act 101, Section 103)
20. **Newspapers:** All paper of the type commonly referred to as newsprint and distributed at fixed intervals having printed thereon news and opinions, containing advertisements and other matters of public interest. Expressly excluded are newspapers which are wet, yellowed or soiled.
21. **Performance Bond:** A corporate surety bond that guarantees compensation to the City 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 Contracts Specifications.
22. **Private Roads:** Shall mean roadways, which are not maintained by the municipality or the state, on which two (2) or more dwelling units are located.
23. **Recyclables :** Shall mean source separated recyclable materials, including materials listed in Section 1501 of State Act 101, and materials identified by the municipalities to be recycled.
24. **Semi-Automated Collection:** Collection of Recyclables 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.
25. **Single Stream Recycling:** A system in which all Recyclable Items are placed into a single Cart or Container for subsequent collection, processing and remarketing instead of separating Recyclable Items by commodity into separate Containers for separate handling throughout the collection process.
26. **Structure:** Means all single-family homes, and multi-family dwellings of four (4) units or less as well as multifamily dwellings of more than four (4) units that are separately owned. It also means those City Facilities that the City may at its sole discretion include in the Contract.

27. **Total Monthly Cost:** The combined total cost per month of Collection Service for Recyclables.
28. **Tote:** See “Cart.”
29. **City:** The governmental jurisdiction and legal entity of the City of Lower Burrell, Westmoreland County, Pennsylvania.
30. **Traditional Manual Collection:** Collection and marketing of Recyclables using rear loading (designated for recycling and marked as such on the side of the truck) 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.

I. CONTRACT SCOPE

- A. Duration of Contract - January 1, 2023 through December 31, 2026. Agreement includes a mutually agreed to fifth option year.
- B. To provide all supervision, technical personnel, labor, and services to collect, market and deliver to markets the recyclable materials generated within the corporate limits of the City of Lower Burrell. The contractor must provide a Public Relations contact person as needed to respond to residents’ complaints. All complaints with respect to the Contractor’s service such as but not limited to: damage by collection crews, failure to collect, schedule, preparation of items to recycle, etc. are to be directed to the Public Relations person by phone and if the problem persists site visits are expected. At a minimum the Public Relations person must be available during the normal working hours of the Contractor. The name, phone number, fax number, and address of this person must be provided with the bid.
- C. Recyclable materials to be collected will, at a minimum, include the following items: aluminum, clear glass, colored glass, steel/bimetallic cans, Newspaper and PETE (type 1) and HDPE (type 2) plastic. All recycling materials are as defined in the Pennsylvania Municipal Waste Planning, Recycling & Waste Reduction Act. The contractor will provide a paper recycling container at the City Hall Complex for public drop off.
- D. Contractor will endeavor to collect all of the above specified recyclable items provided appropriate recycling markets exist and regardless of revenues generated by the sale of these items.
- E. Recyclable items will be source separated and placed at curbside or such other place where rubbish is normally collected. Residents with disabilities or handicaps that provide satisfactory documentation to the hauler that they are physically unable to take the recycling to the curb, may receive collection in front of the house at an area identified by the hauler.
- F. The collection of recyclable materials shall be made between the hours of 6:00 AM and 6:00 PM on a weekly basis in accordance with the attached schedule currently in use, any changes to this schedule are subject to approval by the City.
- G. Contractor will provide for the sorting of recyclable items placed co-mingled in collection

containers.

H. Manual collection with the City provided recycling containers.

I. Manual collection option with the contractor providing new recycling containers 18 gallon blue curbside containers with the City of Lower Burrell stamped on them along with Recycling Works.

J. There are approximately 4,730 households within the City of Lower Burrell.

II. AUTOMATED COLLECTIONS SPECIFICATIONS (OPTION)

These requirements are for an automated collection option, possibly replacing the manual Collection of Recycling.

A. Collection Service

By its design, Automated Collection involves the use of standardized Carts. The Contractor shall submit bids for the Collection of Recyclable items as an alternative option

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 Recyclables in its calculations. The Contractor shall base its calculations on an approximate size of 64/65 gallon for a Recyclable Cart. Size variance attributed to manufacturing differences and specifications will refer to size as 64 gallon.

B. Collection Activities:

The City of Lower Burrell has approximately 4,730 households within the City of Lower Burrell.

C. Cart Design

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 co-mingled Recyclables 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, 224 lbs. for a 64-gallon Cart and 122 lbs. for a 35-gallon Cart or equivalent weights for similar sized Carts, excluding the weight of the Carts. 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 17 pounds minimum for a 35-gallon Cart, 24 pounds minimum for a 64-gallon Cart and 30 pounds minimum for a 96-gallon Cart.
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 counter weights 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 35-gallon and 64-gallon Carts shall be a minimum of 10" diameter. 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. The axle for the 35-gallon Cart must be a minimum of 5/8" diameter. The axle for the 64-gallon and 96-gallon Carts shall be a minimum 3/4" diameter. 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 City 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, the Cart RFID and bar code integration mandated 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 City reserves the right to reject any Cart that it deems unacceptable for its Automated Collection program.

D. 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 City. The Bidder shall maintain a file that identifies the date of manufacture by the serial number.
2. Instruction for the safe use of the Cart must be molded into each lid.
3. The load rating of the Cart must be raised-relief molded into the lid.

F. Cart Data Integration

1. The Contractor is responsible for migrating manufacturing data directly from the Cart manufacturing facility to the asset management software that shall be provided by the Contractor to the City. The data included in the specified file format from the manufacturer must include information on each individual Cart, including but not limited to, Cart size, color, type, serial number, RFID value, date of manufacture and plant of manufacture.
2. The Contractor must provide a complete asset tracking/inventory/work order system and data delivery program that seamlessly integrates with the FRID Data capture delivery systems provided by the Contractor for collection data reporting.
3. Collection data reporting may be required to be added to the Collection vehicle. In order to assist the City with its decision concerning implementation of collection data reporting, the Contractor shall set **forth in its Bid** the cost of this hardware per Collection vehicle.

G. 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 City. 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.

H. 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 City. 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 City 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. Each Cart not assembled and delivered by the stipulated time will result in the imposition of liquidated damages in the amount of \$5.00 from escrow account.
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. The Contractor will record the Cart serial number and RFID tag for each and every address where the Carts are delivered. The Contractor shall keep an electronic file of the address assignments of Carts by serial and RFID tag number and present it to the City in an acceptable electronic format upon completion of the delivery. The Contractor cannot use the RFID tag as a means of associating a Cart to a specific address during the delivery process as accurate data capture is a vital component to the successful creation of the initial delivery database to implement automated RFID collection data tacking. Verification of a specific Cart being associated to a specific address is required. Barcode technology for scanning an accurate asset to an address is one methodology that is acceptable. Manual written down serial numbers and Carts associated by RFID tags only for delivery purposes are not acceptable.
6. The Contractor shall provide an electronic tracking system where the City can track the progress of Cart distribution services. The tracking system shall be web based and the City shall be provided with access to reports detailing delivery of Carts by address each day. The reports shall be as real time as possible. A one (1) day lag in report data shall

be acceptable. The reports shall detail addresses delivered with associated Cart size, serial number and if required, RFID tag number. The Contractor shall also provide a web-based program where the City can investigate specific Cart serial numbers and/or addresses upon request to see what Cart was delivered during rollout. Information must be made available in this system with 24 hours of delivery.

7. All distribution services shall start no earlier than 6AM and end no later than 6PM Monday - Saturday.
8. The Contractor shall immediately clean up and remove any materials dropped on the roadway or sidewalks during the process of assembly and distribution.
9. The City 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 work space for the assembly of the Carts in the immediate vicinity of the tractor trailers.

I. 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 City 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.
5. The Contractor must use web-based asset and inventory tracking software that the City can assess at any time.
6. Each Cart action shall be tracked using the bar code and RFID tag in the Cart. The captured data from all Cart deliveries, exchanges, repairs or any Cart maintenance transactions must be electronically transferred into the web-based asset and inventory tracking software, which must be accessible to the City any time.
7. The City may generate a service work order and submit it electronically to the Contractor for processing. The Contractor must be able to receive these work orders electronically into its web-based asset and inventory tracking system. Both the Contractor and the City must have the ability to enter work orders online through this system.
8. Completion of work orders shall be documented using the Cart bar code and RFID tag, household address, date, and time the work is completed.

J. Cart Warranty

1. The complete Cart and all of 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 rain water 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.
 - g. 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.

K. Final Ownership

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

L. Placement of Carts for Automated Collection

1. Recyclable Items 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) 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.

M. Pick-Up Truck Collection:

In those locations where these specifications mandate that the Contractor provide Collection by use of a

pick-up truck or smaller 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 a pick-up truck or smaller Collection vehicle, as appropriate, to provide that required service.

N. **Excess Recyclables**

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, Recyclables 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 Recyclables. The notice, which shall be approved by the City, 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 Recyclables shall be placed on an Exception List. The Contractor shall transcribe this information on a daily basis into a format approved by the City 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 City on a daily basis. Failure of the Contractor to provide this information daily may result in the imposition of a \$25.00 penalty from escrow for each Residential Unit not identified.

O. **Collection Equipment:**

Since Automated Collection is only a different method of collecting Garbage, Rubbish, Residential Refuse and Recyclable Items, the requirements and submissions required with the Contractor's Bid must be made for Automated Collection equipment if the City selects the Automated Collection method for Recyclable Items. Failure to have any or all of the equipment in place by the inception of Automatic Collection service will result in the imposition of liquidation damages in the amount of \$300.00 per day.

II.0 MEASUREMENT AND PAYMENT

- A. Contractor will maintain records of the weight/tonnage and marketing revenues for each recyclable material collected within the City of Lower Burrell separately from all other collections by the contractor. The above information must be submitted in a written report to the City Manager no less than once per month.
- B. Revenues generated from the sale of recyclable items will be retained by the contractor.
- C. Reports due the City from the contractor shall be submitted monthly with a comprehensive summary submitted by January 31, for the preceding calendar year.
- D. For services rendered, the contractor shall bill the City of Lower Burrell monthly.

III. GENERAL CONDITIONS

- A. The contractor shall furnish all the necessary equipment and the necessary labor required to collect and remove recyclables. All services to be performed by the contractor shall be in a good, workmanlike and efficient manner, and all the recyclables shall be removed in watertight containers or trucks and no solid recyclables shall be dumped or deposited within the boundaries of the City of Lower Burrell except at a facility, licensed by the applicable Regulatory Agency, or in accordance with the regulations and guidelines of the applicant Regulator Agency.
- B. All collection vehicles shall have the contractor's name visible on both sides of the vehicle at a minimum and be clearly marked as Recycling.
- C. The contractor warrants that all motor vehicles and equipment used by the contractor in the City shall be in such condition to pass any and all Federal, State and Local regulations for traffic safety.
- D. The contractor shall transport the collected recyclable materials to a site of point of separation and/or disposal used for said recyclables and the contractor shall have the responsibility for the sale of such materials. No recyclable materials may be disposed of in a landfill or manner other than identified in this agreement. Contractor assumes all responsibility and liability for separation, storage and disposal of the recyclable materials.
- E. In the event any customer is placing unacceptable, non-recyclable materials in the specifically designated container for recyclable materials, the collector shall deliver a pre-printed 3"x5" card to the property owners explaining that the co-mingling of recyclable and non-recyclable materials is not acceptable. The City must approve the wording on said card.
There are no added fees or penalties for any nonrecycling materials collected.
- F. Collector shall be responsible for meeting all requirements of the Pennsylvania Waste Planning Recycling and Waste Reduction Act 101 of 1988 , The Pennsylvania Solid Waste Management Act, and all ordinances and resolutions of the City pertaining to the collection of recycling and reduction of said material.
- G. The collector must own and have in operable condition with current operating license and approved certificate of inspection, both issued by the Commonwealth of Pennsylvania prior to submission of bid, a minimum of two (2) trucks, equipped with devices or equivalent type of closed bodies and enclosed cargo space, necessary to the collection and marketing of recyclables. The collector shall submit to the City of Lower Burrell copies of approved certificates of inspection, copies of current licenses, proofs of compliance with the Federal Highway Administration Standards for Drug and Alcohol Testing for CDL drivers, and notify the City of any revocations or loss of CDL licenses.
- H. All trucks used in the collection of any materials pursuant to the contract awarded hereunder shall have the name of the collector clearly legible on both sides and be **clearly marked Recycling** .
- I. The collector shall have sufficient employees at all times in order to render adequate service and shall keep and maintain all trucks in good repair and condition. All trucks shall be kept in a clean and sanitary condition.
- J. The collector shall indemnify and save the City harmless from all liability imposed upon it by law and arising out of the collection, removal and disposal of solid waste and the collection, removal and recycling of recyclable materials. Certificate holder must be listed as the City of Lower Burrell.
- K. The collector shall, at their expense, obtain and keep in force a policy or policies of insurance

insuring themselves, their agents, employees and servants against all liability arising out of the collection, removal and disposal of recyclable materials and the ownership, maintenance or use of any landfill provided by the collector, which policy or policies shall provide for the coverage of the payment of bodily injury in an amount of not less than One Million (\$1,000,000.00) Dollars for each accident and property damage of not less than Five Hundred Thousand (\$500,000.00) Dollars for each accident. The collector shall cause a certificate to be issued to the City showing that such policy or policies are in force and effect. The collector shall indemnify and hold the City harmless from any and all claims with respect to the collection, removal and disposal of solid waste.

- L. The collector will comply with the Workers' Compensation laws of the Commonwealth of Pennsylvania and will, at the collector's expense, procure such insurance as shall be necessary and adequate to cover and protect all his employees engaged in the collection, removal and disposal of recyclable items. A copy of said policy shall be furnished to the City upon demand, as well as any subsequent renewals of said policy during the contract period.
- M. The Agreement shall not be transferred, set over or assigned without the written consent of Council first being obtained. The rights, duties, and obligations set forth under the terms of the Agreement may, however, be subcontracted to any other hauler or haulers so long as the collector shall provide to the City specific written notice of those hauler or haulers to whom obligations are being subcontracted and the areas in which that hauler or haulers shall be operating, and the City of Lower Burrell shall provide written approval and said approval shall not be unreasonably withheld.
- N. The City shall have the ability to fine the selected collector \$25.00 for each missed pick up occurrence per address. Further the Contractor will be assessed fines and penalties as follows for nonperformance under this contract, regardless of reason. Additionally, if the Contractor does not fulfill any contractual responsibility, the City, at its own discretion, can take measures to remedy any situation created by the Contractor and invoice the Contractor for time and material costs.
- O. The Contractor's service staff must maintain a professional demeanor when responding to citizen inquiries and complaint. Lack of professionalism, i.e., hanging up on a customer, talking to them in a demeaning or discourteous manner, will result in a penalty.

P. Non-performance Activity _____ Penalty for Each Incident

- | | |
|-----|--|
| 1. | Each violation of safety rule or procedure - \$100.00 |
| 2. | Incomplete collection of daily routes. (When five (5) or more homes on a given street or route are not collected) \$10.00 for each house not collected - Plus \$250.00 |
| 3. | Each missed customer (unless remedied by the end of the next business day) - \$10.00 |
| 4. | Garbage liquid/effluent spillage onto City Streets - \$250.00 |
| 5. | Spillage of petroleum and/or related products onto City streets up to \$1,000.00 depending on severity. |
| 6. | Failing to properly tag and identify the reason why a resident's refuse/recyclables were not collected - \$10.00 |
| 7. | Failing to empty any or all of the dumpsters listed in the specifications on the specified days and at the specified times designated by the City - \$200.00 |
| 8. | Blocking a driveway or not returning empty cans where homeowner placed them originally - \$10.00 |
| 9. | Failing to wear prescribed uniform or safety gear - \$100.00 |
| 10. | Discourteous service/unprofessional conduct - \$100.00 |
| 11. | Improper / inaccurate billings or charges - \$50 |
| 12. | Automated activities as per specifications |

- Q. The Contractor's employees must be properly dressed at all times and include the refuse Contractor's company name. A visible arm patch with the Contractor's logo would satisfy this requirement. Additionally, each worker whose job it is to physically collect the refuse/recyclables must wear a safety vest or equivalent clothing at all times.

- R. The successful bidder must establish a cash escrow account in the amount of **\$10,000.00** with the City. The City will withdraw from this account any and all fines permitted by the specifications for non-performance. The Contractor must fully replenish the account if the balance falls below **\$2,500.00**.
- S. The City Ordinance Officer or other designated agent shall be responsible for enforcement of the provisions of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act (Act 101) and the City's recycling ordinance. All complaints made by the contractor concerning failure of residents of the City of Lower Burrell to comply with the conditions of Act 101 or the contract between the City and the contractor shall be investigated. Noted violations of the City's recycling ordinance shall be reported to the Ordinance Officer.

IV. OTHER CONTRACT TERMS

SERVICE DISRUPTIONS DUE TO WEATHER:

When snow and/or ice prevent collection on the scheduled day, the Contractor shall make collection on the next weekday. If such 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. On that day, the Contractor shall empty temporary receptacles that customers have used when the collection containers have been filled. The Contractor shall notify the City as soon as possible of any non-collection days due to snow and/or ice. If possible, the notification shall be made the previous day or by 6:00 AM of the collection day. When delays due to snow and ice occur, the Contractor shall not be paid 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, the City shall elect one of the following:

- A. These failures will be considered non-collections and the City shall deduct \$250 from the Contractor's regular monthly payment for each individual collection route which is not fully collected that day.
- B. These failures will be considered non-collections and the City shall penalize the Contractor \$250 for each individual collection route which is not fully collected on that day.

IDEMNITY

- A. It is also agreed that the collector shall be responsible for any loss, personal injury, death, or other damage that may be done to or suffered by any employees of the collector or any other persons in connections with the operations to be carried out pursuant to this contract and shall indemnify and hold the City of Lower Burrell and any of its officers, agents or servants harmless against any claims for such loss, injury, death, or other damages, including causes of loss, injury and damage for which either or both of the parties hereto may or shall be liable.
- B. Any person or persons under the direction or control of the collector or his agents or servants, or any person or persons performing the duties of the collector which arise pursuant to these specifications or the contract, shall be deemed to be employees of the collector.

INSURANCE

The successful bidder shall, within ten (10) days after receipt of notification that the contract has been awarded, furnish certificates evidencing proof of all insurances required under the conditions set forth in these bid specifications. The City shall also be furnished with updates/changes and renewals to said policies throughout the contract period.

Required insurance shall be written for not less than the following limits of liability or as required by law, whichever is greater.

Workmen's Compensation

- a. Pennsylvania Statutory
- b. Employer's Liability:
 - Each Accident \$ 1,000,000
 - Disease - Policy Limit \$ 1,000,000
 - Disease - Each Employee \$ 1,000,000

Commercial General Liability

- a. General Aggregate \$1,000,000
- b. Products Completed Ops Aggregate \$1,000,000
- c. Personal & Advertising Injury \$1,000,000
- d. Each Occurrence \$1,000,000
- e. Fire Damage (Any one Fire) \$ 100,000
- f. Medical Expense (Any One Person) \$ 5,000
- g. X-C-U, Contractual Liability, and Broad Form Property Damages must be included at the

same limits as above.

Completed operations insurance shall remain in force for at least ninety days following final acceptance of work by Owner.

Automobile Liability

- a. Combined Single Limit -
 - Each Occurrence \$1,000,000
 - or
- b. Bodily Injury per Person \$ 500,000
 - Bodily Injury per Accident \$1,000,000
 - Property Damage per Accident \$ 500,000

Excess Liability (Umbrella or other form)

- a. Each Occurrence \$1,000,000
- b. Aggregate \$1,000,000
- c. Self-insured Retention (not to exceed) \$ 10,000

Certificate Holder shall be listed as follows: City of Lower Burrell - 2800 Bethel Street - Lower Burrell, PA 15068.

TERMS OF CONTRACT

The term of the contract shall be for the period beginning **January 1, 2023**, and concluding on **December 31, 2026**, for a four-year pricing plan, with a mutually agreed option of a fifth year, as indicated by the City in its notification of the bid award.

REVENUES GENERATED FROM RECYCLABLES

All revenues generated from the resale of recyclable materials shall be retained in full by the collector with no portion thereof being paid over to the City of Lower Burrell. Each quarter, however, a statement showing the weights of each item being recycled, along with weigh slips verifying such resale shall be submitted to the City Manager. Said statement shall include a breakdown of the monies collected from the resale of the recyclable items. The report will be due on the tenth (10) day of the month following the sale of the items.

TELEPHONE COMMUNICATION/HOURS OF OPERATION

The Collector shall provide a Public Relations contact person as needed to respond to residents' concerns to the City of Lower Burrell and be available to always answer calls from City personnel between the hours of 8:00 AM to 5:00 PM, prevailing time, Monday through Friday.

SECURITY FOR BID

Each bid shall be accompanied by a Bid Bond in the amount of **Ten Thousand (\$10,000.00) Dollars** for the initial contract year payable to the City of Lower Burrell, with good and sufficient surety. Bonds of unsuccessful bidders will be promptly returned. The bid bond of the successful bidder will be held until the collector executes the contract documents, files the necessary insurance certificates, and otherwise performs as agreed.

PERFORMANCE BOND

The collector shall, within twenty (20) calendar days after receipt of notice that the contract has been awarded, file with the City Manager a Performance Bond and a Labor and Material Payment Bond, with a surety licensed to do business in the State of Pennsylvania and acceptable to the City of Lower Burrell, in the amount of **50% of the total contract price , which shall condition that they comply with all aspects of the terms and conditions of the contract and specifications.**

LABOR AND EQUIPMENT

All labor and equipment of every kind necessary to carry out the provisions of these specifications shall be furnished by, and at the expense of, the collector. The Collector shall provide a sufficient number of trucks to make all collections in accordance with published and distributed schedules. The trucks must be available for inspection and by the City.

ASSIGNMENT

Any contract or contract options which arise pursuant to proposals submitted in accordance with these specifications shall not be assigned, sold, transferred, or set over to any other person or persons, firm or firms, corporation or corporations, without the written consent of the City of Lower Burrell. The contractor shall not sublet the work or any part thereof, without the previous written consent of the City Council. In such cases, they shall state to City Council, in writing, the name and address of such subcontractor as they intend to employ, the portion of work which they intend to do, their place of business, and such other information as City Council may require in order to know whether subject sub-contractor is reputable, reliable, and able to perform the work as called for in the specifications. The contractor is not to be released from any of this liabilities or obligations under this contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by them.

CONTRACTOR IN DEFAULT

Any violation of these specifications shall be sufficient cause for the immediate cancellation of the contract by the City of Lower Burrell, who may thereupon obtain the necessary equipment, employ the necessary labor, and otherwise proceed to perform the work under the contract, or advertise and contract the work, all at the expense of the offending collector and his surety. In the event of an apparent default, the City must provide written notice of same to the collector and allow for correction of the default within seven (7) days from the date thereof. It is understood that the General Rules of Reasonableness and Contract Law will be applied and that the City of Lower Burrell does not anticipate the cancellation of a contract or the attachment of bond monies for routine problems or breakdowns which affect the ability of the collector to pick up solid waste and recyclable materials over a time frame of less than one (1) week. Further, it is understood and agreed that the collector will not be held to be in default in the event of any act of God or nature or force majeure which would interfere with the ability to collect such solid waste and recyclable materials.

COMPLIANCE OF LAW

The collector shall comply with (a) Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act, Act 101 Of 1988 (as amended); (b) provisions of Pennsylvania Stat. Ann. Title 16 Section 5175 et seq., as amended, relating to the transportation and disposal of garbage; (c) with all applicable ordinances and resolutions of the City of Lower Burrell; (d) with all applicable ordinances and resolutions of other municipalities (including the payment of all applicable fees and charges) through which the collector's trucks and equipment will travel; and (e) with all applicable rules, regulations and requirements of the County of Westmoreland, the Commonwealth of Pennsylvania, and the Federal Government. Each bidder must submit, with his bid, a certified copy of the authorization, which permits his method of recycling and disposal. The collector shall also comply with all provisions of the Solid Waste Management Plan as adopted by Westmoreland County, and must obtain a waste-hauling license from Westmoreland County.

REPORTS

The collector will be required to submit quarterly reports to the City Manager not later than ten (10) days following the conclusion of each quarter. The report shall show the total weight in pounds of items picked up for that quarter and shall include the individual weigh slips from the sale of recyclable materials. This information is to be used for statistical purposes by the City of Lower Burrell and may be used to meet any requirements of the Pennsylvania Department of Environmental Resources, relating to Act 101 of 1988 (as amended). A report of annual activities is due by January 31th of each year, showing a breakdown on individual items collected from residential, commercial, municipal and institutional pickups.

EXECUTION OF AGREEMENT

The person, persons, firm or corporation to whom the contract is awarded shall file within twenty (20) days after receipt of notification that the contract has been awarded three (3) properly executed copies of the contract with the City of Lower Burrell. Proposals which are not signed by individuals making them shall have attached thereto, a power of attorney with authority to sign the proposal in the name of the person for whom it is signed.

Proposals which are signed for a partnership shall be signed by all partners, or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the proposal a power of attorney extending authority to sign the proposal executed by the partners.

Proposals signed for a corporation shall have the correct corporate name thereon, and the signature of the president or other authorized officer by the corporation manually written below the corporate name following the word, "By _____." Any proposal manually signed by an official other than the president of the corporation shall have attached to it a certified copy of a resolution of the board of directors directing authority of such official to sign the proposal. The proposal shall also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

METHOD OF AWARD

City Manager and/or Solicitor will examine all bids for correctness and completeness and advise Council of lowest responsible Bidder. Council will evaluate the three options and make a selection based on the desired service and lowest responsible bidder.

City Council reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

City Council may consider the qualifications and experience of Sub-contractors and other persons and organizations proposed for those portions of the work as to which the identity of Sub-contractors and other

persons and organizations must be submitted as provided herein.

If the contract is to be awarded, Owner will give the successful bidder a Notice of Award within sixty days after the day of bid opening.

REJECTION OF ALL BIDS - WAIVER OF INFORMALITIES

The City of Lower Burrell reserves the right at its option to reject any and all proposals and waive any and all technicalities, informalities, or other deviations from the proposal documents, and further reserves the right to modify any and all bid requirements which are set forth in the bidding and contract documents. Proposals shall hold firm and may not be withdrawn until sixty (60) days after the proposal opening date.

FORFEITURE OF BID BOND

If the successful bidder shall fail within the times and in the precise manner specified either to furnish the insurance certificates, to file the performance bond and labor and materials payment bond, or to execute and deliver the contract, the City of Lower Burrell may, in addition to exercising any other rights or remedies otherwise available under applicable law, declare a forfeiture of the bid bond submitted with the bid and may re-advertise for proposals.

INSPECTION CONDITIONS

It is the bidder's responsibility to make a complete inspection of the City of Lower Burrell so that he will be familiar with all conditions under which he makes a bid.

TRUCK OPERATION

The operator of the truck shall stay in or near the vehicle at all times during the collection process and shall locate the truck so that traffic is not disrupted or is blocked as little as possible. The operator of the truck shall report spills or leaks of oil, hydraulic fluid, paint, etc., to the City as soon as possible.

DESIGNATION OF RECYCLABLE MATERIAL CONTAINER

At the present time, the City of Lower Burrell has designated that **blue recyclable** containers be used to store the recyclable cans and plastic which are specifically for residential structures. The City has further designated that dry newsprint be tied with twine and placed on top of the recycling container or placed into brown paper bags.

REPLACEMENT OF SOLID WASTE CONTAINERS AND RECYCLABLE CONTAINERS

The collector is required to instruct all employees that recycling containers, after being emptied, are to be placed upright in the same location as placed by the resident or customer prior to pick up. These containers are not to be tossed, or thrown, or placed in any other position.

EXPERIENCE AND EQUIPMENT

The experience and equipment questionnaire attached hereto and made a part of these specifications and contract shall be filled out in detail and signed by the bidder and, as so complete, shall constitute a

representation that the data contained therein is true and correct.

ACT 101 RECYCLING COMPLIANCE

The City and collector acknowledge the passage of the Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act, Act 101 of 1988.

The collector shall be responsible, during the length of the contract, to collect and remove any further items which may be designated as recoverable recyclable materials pursuant to Act 101. Further, the collector shall take whatever steps are necessary to ensure that the proper data is being provided to the City for compliance with Act 101. The collector acknowledges that, as required by the Municipal Waste Planning Recycling and Waste Reduction Act, curbside recycling pick up will be required of the collector pursuant to the Act.

EQUITABLE ADJUSTMENT

Throughout the life of this contract, the parties understand that the provisions of said contract may be affected by change or modification of existing laws, ordinances, resolutions, or executive actions which would result in a substantial change to the circumstances under which this contract is being awarded. In such an event, the parties seeking to claim a modification and adjustment to the contract provisions shall set forth, in writing, the nature of the adjustment desired, the cause for said adjustment, and all documentation in support of the claim for equitable adjustment. The other party shall then be afforded ninety (90) days to review and respond to said request. Any such adjustment must be approved by the City. No unilateral changes can be implemented by the hauler.

BID FORM

The bid form attached hereto and made a part of these specifications and contract shall be filled out in detail and signed by the bidder and, as so completed, shall constitute a representation that the data contained therein is true and correct.

* * * * * FORM OF PROPOSAL * * * * *

CITY OF LOWER BURRELL
2800 BETHEL STREET
LOWER BURRELL, PA 15068

COLLECTION AND MARKETING OF RECYCLABLE MATERIALS

JUNE 2022

Bid Submittal: 12:00 PM (NOON) - June 23, 2022

Bid Opening: 12:01 PM - June 23, 2022

Prepared by:

City of Lower Burrell
2800 Bethel Street
Lower Burrell, PA 15068
Phone: (724) 335-9875
Fax: (724) 335-9881

CITY OF LOWER BURRELL
2800 BETHEL STREET
LOWER BURRELL, PA 15068

FORM OF PROPOSAL

DEPOSIT AND OPENING OF BIDS :

Sealed bids will be received at the Office of the City Manager of Lower Burrell at the above address until 12:00 PM (NOON) prevailing time, on June 23, 2022.

IMPORTANT - BE SURE TO SHOW FIGURES IN INK OR TYPEWRITTEN, SIGN THE BID FORM AND ATTACH AS A PROPOSAL GUARANTY A CERTIFIED CHECK, DRAWN BY THE DEPOSITOR TO THE CITY OF LOWER BURRELL, OR A BID BOND EXECUTED BY THE BIDDER AND A SURETY COMPANY, IN THE AMOUNT OF AT LEAST TEN PERCENT (10%) OF THE TOTAL BID.

Bid of

Name

Address

Phone No.

to furnish all labor and to perform all work in a substantial and workmanlike manner, in accordance with the contract documents as prepared by City of Lower Burrell, 2800 Bethel Street, Lower Burrell, PA 15068, and as indicated on the contract documents.

This bid must be filled in by Bidder in ink, or typewritten, and any omission of bid prices will be sufficient to cause rejection of the bid as informal. Owner reserves the right to reject any and all bids, and to waive any informalities, defects or irregularities in the bids. **Please be advised that unrealistic price quotes may be cause for total rejection of bid.**

Pursuant to the advertisement of the City of Lower Burrell inviting bids for **Collection and Marketing of Recyclable Materials** and in conformity to the Contract Documents on file in the office of City Clerk, City of Lower Burrell, Inc, the bidder hereby certifies that bidder is the only person(s) interested in this bid as principal(s); that it is made without collusion with any person(s), firm or corporation; and he (they) has (have) had sufficient time to investigate and is (are) satisfied as to conditions which will be encountered and has (have) based the following bid on Bidder's own independent examination and investigation; that Bidder proposes to furnish all necessary services and labor specified in the manner and at the time prescribed, as are required of the work.

It is further proposed to execute the contract, including the bonds, in accordance with the requirements of the contract documents, and to begin work on the date specified in the Notice to Proceed, and to complete the work as specified in the contract documents.

It is understood that if the work is not completed as specified in the contract documents, Contractor shall pay Owner liquidated damaged in accordance with the terms of the contract documents.

Enclosed is a depositor's check certified by (name of bank of deposit) or a bid bond executed by bidder and the (name of surety) in the amount of at least ten percent (10%) of the total amount bid, made payable to the City of Lower Burrell as a proposal guaranty which, it is understood will be forfeited in case Contractor fails to execute and return the CONTRACT in accordance with the requirements of the specifications.

TO BE FILLED IN IF ADDENDA ARE ISSUED:

Bidder acknowledges receipt of addenda hereinafter enumerated, which have been issued during the period of bidding, and agrees that said addenda shall become a part of this CONTRACT. Bidder shall list below the numbers and issuing dates of the addenda received.

ADDENDUM NO.____	ISSUING DATE
ADDENDUM NO.____	ISSUING DATE
ADDENDUM NO.____	ISSUING DATE
ADDENDUM NO.____	ISSUING DATE

Bidder - Insert Firm Name



City Of Lower Burrell
2800 Bethel Street
Lower Burrell, Pa 15068
Official Bid Form

PROJECT: The collection and marketing of recyclable materials that are generated within the corporate limits of the City of Lower Burrell.

BID DATE: June 23, 2022 - 12:00 p.m. (NOON)

In accordance with the specifications, each bidder shall submit its contract price bid on the following form. Failure to utilize and complete this form, including all required signatures, will result in the rejection of the proposal.

Name of Bidder: _____

Address: _____

Phone: _____

Contact Person: _____

If any prospective bidder has any questions on these specifications, the bid form, or the method of determining the low bidder, please contact City Manager, Amy Rockwell, at 724-335-9875.

Failure to understand the bidding procedure will not be accepted by the City of Lower Burrell as any type of excuses whatsoever and it is the bidder's sole and complete responsibility to understand and comply with the specifications for bidding. Therefore, under no circumstances whatsoever will a bidder be excused in any way or sense whatsoever on the basis that the bidder did not understand the specifications and bidder once again shall remain solely and completely responsible for understanding and complying with the specifications.

Name of Hauler

Signature _____ Date _____

NON-COLLUSION AFFIDAVIT

State of: _____ Contract/Bid No. _____

County of: _____

I state that I am _____ of _____
(Title) (Name of Firm)

I state that:

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

5. _____, its affiliates,
(Name of Firm)

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

I state that _____ understand and acknowledges that the

(Name of Firm)

above representations are material and important, and will be relied on by the City of Lower Burrell in awarding the contract(s) for which this bid is submitted. I understand and my firm understands

that any misstatement in this affidavit is, and shall be, treated as fraudulent concealment from the City of Lower Burrell of the true facts relating to the submission of bids for this contract.

Name and Title

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____

Notary Public

My Commission Expires:

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

BID: The collection and marketing of recyclable materials generated within the corporate limits of the City of Lower Burrell. (Please note that not all households are serviced every week, service is split in accordance with the attached schedule of pickup.)

BID DATE: June 23, 2022 - 12:00 PM.

Bid price constitutes a fixed price per residential unit per month for the appropriate phase of the contract period for the collection of recyclable materials. Automated price is limited to the cart size so that recycling fits in the cart. Collectors should be aware that there are approximately 4700 + residential units.

This bid requires a submission of four (4) year contract pricing with a fifth-year option.

OPTION 1. Manual Collection - City Supplied Recycling Bins

Contract Dates	1/1/2023-12/31/2023	1/1/2024-12/31/2024	1/1/2025-12/31/2025	1/1/2026-12/31/2026	OPTION YEAR 1/1/2027-12/31/2027
Fixed Price Per Month					
Fixed Price Per Year					

OPTION 2. Manual Collection - Contractor Supplied Recycling Bins 18 Gallon Curbside Bins

Contract	1/1/2023-	1/1/2024-	1/1/2025-	1/1/2026-	OPTION
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Dates	12/31/2023	12/31/2024	12/31/2025	12/31/2026	YEAR 1/1/2027- 12/31/2027
Fixed Price Per Month					
Fixed Price Per Year					

OPTION 3. Automated Collection - Contractor Supplied Carts/Bins as per specifications

Contract Dates	1/1/2023- 12/31/2023	1/1/2024- 12/31/2024	1/1/2025- 12/31/2025	1/1/2026- 12/31/2026	OPTION YEAR 1/1/2027- 12/31/2027
Fixed Price Per Month					
Fixed Price Per Year					

Experience and Equipment Questionnaire

Bidder _____

Address _____

_____ Telephone No. _____

Title _____ Date _____

Name of Contractor's Manager of Customer
Service _____

Direct Dial Telephone of Contractor's Customer Service
Manager _____

Name of Contractor's Route
Supervisor _____

Telephone Number of Contractors Route
Supervisor _____

Name of Contractor's General
Manager _____

Direct Manager _____ Dial Telephone Number of Contractor's General

Date _____ when _____ Organized:

Type _____ of _____ Organization:

If a Corporation, Date and State of Incorporation: _____

Please describe the collection equipment you would operate in the City of Lower Burrell under this contract. Please include make, capacity, year of manufacture, and description of condition.

b. Will new collection equipment be purchased for this contract? _____

c. Type of collection vehicle: _____

d. Capacity: _____

Please provide the amount of insurance, type of insurance, and insurance carrier providing insurance on your vehicles, along with a contact person from your carrier.

Please describe the number of recycling vehicles and crew size you would operate in the City of Lower Burrell.

How many recycling vehicles do you own and operate, and how would you handle an equipment breakdown on a vehicle assigned to the City of Lower Burrell?

To what recycling plants or secondary market facilities would you transport recyclable materials, particularly glass, bi-metallic cans, plastic, and newsprint?

In what municipalities do you have collection contracts for recyclable materials? Please name the municipality along with the names and telephone numbers of their Appointed Official.

Has your company, or any of its officers, been the subject of legal action during the past seven (7) years? If so, please indicate the nature of the action, the identity of the plaintiff, and the disposition of the action.

Please give the name, address, and telephone number of the bonding (surety) company, which agrees to furnish you with a performance bond.

Complaint Handling

Please provide the names, job titles and telephone numbers of your employees who have the authority and responsibility to deal with citizen complaints.

How would you respond to a citizen complaint or a referral from the City regarding a missed collection?

How would you respond to a citizen complaint, or referral, regarding incomplete or careless collection work?

Date: _____ Signature: _____

Please Print Name: _____

Title: _____

SIGNATURES:

The foregoing constitutes the proposed contract price of this bidder. This bidder also understands and acknowledges that all other information that may be required under the bid specifications must be submitted to create a valid proposal.

Date: _____ Signature: _____

Please Print Name: _____

Title: _____

2023 RECYCLING SCHEDULE EXAMPLE

Adamchik Street	Delberta Road		Schreiber Street
Adia Lane	Donnell Road	Laing Road	Spiering Drive
			Spiering Hill
Aiden Lane		Leechburg Road	Court
Alder Street	Eastern Drive	w/even numbers	Sunset Drive
Algonquin Trail	Edward Street	Leroy Alley	Sylvan Drive
Allan Street	Elaine Drive		
Allerton Road	Elena Avenue	Madison Drive	Taymer Drive
Angel Lane	Endlich Street	Melina Drive	Texas Drive
Arizona Drive		Milligantown Road	Toledo Drive
Artfield Street	Fairway Street	Mintwood Drive	Utah Drive
	Florida Drive	Missouri Drive	Valentina Lane
Bair Road	Frاندor Drive	Morningside Drive	Valjo Drive
Bald Hill Road	Frederick Drive		Valleyview Drive
Ben Davis Avenue		Nebraska Drive	Vance Drive
Bethel Street	Glauser Drive	Nevada Street	Vermont Drive
		New Hampshire	
Beverly Drive	Glenview Drive	Court	Violet Drive
		New Hampshire	
Braddock Drive	Greenwood Road	Drive	Violet Place

Burrellton Drive	Grove Drive	Nixon Street	Virginia Drive
	Guyer Road	Norma Drive	
California Drive			Wachter Avenue
Cayuga Trail	Harding Street	Ohio Drive	Wallace Street
Chambers Street	Harvey Avenue	Oneida Trail	Watters Road
Chester Drive	Hastings Drive	Oregon Drive	Wayne Street (on
Chestnut Street			south side of
			Leechburg
Claremont Drive	Illinois Drive	Paige Street	Road)
			Wedgewood
Cleveland Drive	Indian Fields Trail	Pearl Drive	Drive
Connecticut Drive	Indiana Drive	Pine Alley	Wentworth Drive
Craigdell Road	Iowa Drive	Pineview Drive	Westbrook Road
		Puckety Church	
(South of		Road	Western Way
			Wildlife Lodge
Leechburg Road)	Jefferson Avenue		Road
			(South of
	Johnson Street	Rabbits Foot Drive	Leechburg
			Road to Route
Dakota Drive	Kay Street	Reimer Street	56)
David Drive	Kipp Avenue	Richdale Drive	Woodbine Drive
Davies Street	Kunkle Road	Rodgers Drive	Youngwood Drive
Delaware Drive	Kurt Street	Russell Drive	Youngwood Road

Tuesday Pick Up Dates - Weeks 1 and 3 (These are rolling weeks and may not always reflect the first and third)

JANUARY 10 & 24	JULY 11 & 25
FEBRUARY 7 & 21	AUGUST 8 & 22
MARCH 7 & 21	SEPTEMBER 5 & 19
APRIL 4 & 18	OCTOBER 3, 17, & 31
MAY 2 & 16 & 30	NOVEMBER 14 & 28
JUNE 13 & 27	DECEMBER 12 & 26

Aloha Drive	Fairhaven Drive	Lasher Drive	Rose Street
Andrew Street	Fairview Drive	Leechburg Road	Royal Oak Drive
Ann Street	Falcon Park Road	w/odd numbers	
Anne Way	Falsetti Street	Lehigh Street	Scanga Drive
Applewood Drive	Fayette Street	Limba Drive	School Alley
Arnold Street	Feroce Drive	Lori Drive	Seventh Street Road
Atlantic Avenue	Fieldstone Drive	Lowe Road	Shank Drive
	Frank Street # 2		Sharon Drive
Barr Lane		MacBeth Drive	Short Street
Boggs Street	Garvers Ferry Road	Maple Court	Sieber Drive
Brady Street	Georgia Avenue	McAllister Drive	Silver Moon Drive
Braeburn Road	Glenmore Street	Metcalf Road	Southern Way
Braeview Street	Glenwood Drive	Michigan Avenue	Spooky Hollow Road
Broadway Avenue	Golden Ridge Lane	Millers Lane	Sterling Alley
Burgley Avenue	Grandview Drive	Montana Avenue	Stonehaven Drive

Camelot Road	Grant Street	Morgan Street	Sullivan Drive
Carl Avenue	Greensburg Road	Myrtle Drive	Susan Street
Carnegie Drive	Harriet Drive	Nanak Drive	Sycamore Avenue
Carson Drive	Hartford Square	New York Avenue	Thor Drive
Cherry Lane	Hartge Road	Norman Drive	Tioga Street
Chicago Avenue	Harvard Street	Oak Street	Trailer Boulevard
Clarendon Avenue	Hayes Road	Oakridge Drive	Upper Braeburn Road
Clinton Avenue	Hemlock Place	Pacific Avenue	Van Buren Drive
Colgate Avenue	High Street	Pamela Drive	Washington Drive
Cornell Drive	Hill Street	Park Drive	Waugaman Drive
Coulson Drive	Hillcrest Drive	Paul Drive	Wayne Street (north side
Country View Drive	Hilltop Drive	Penn Avenue	Leechburg Road)
Craigdell Road	Holly Drive	Phillips Drive	Wells Avenue
(behind Giant Eagle)	Hulton Road	Piecka Drive	Westmoreland Avenue
Crescent Drive	Idaho Avenue	Pike Street	Whitehead Lane
Crestline Avenue	Ireland Drive	Pinecrest Drive	Wildcat Road
Crestview Lane	James Drive	Pittsburgh Street	Wildlife Lodge Road
Dandyview Drive	Jamestown Manor	Poplar Street	(north of Leechburg
Diane Street	John Street	Princeton Avenue	Road)
Dorothy Street	Kansas Drive	Prospect Circle	Wildlife Lodge Road
Dugan Avenue	Kenmont Avenue	Pt. Elgi Drive	(south of Route 56)
Dutchman's Run Road	Kentucky Court	Quail Run Road	Wilks Road
Edgecliff Road	Kentucky Drive	Reed Street	Willow Drive
Edgeview Road	Klein Drive	Regency Circle	Wills Avenue
Edith Street	Knights Court	Rita Avenue	Windyhill Road
Edna Street	Korina Drive	Riverview Street	Yale Drive
		Roosevelt Street	York Drive
			Zane Avenue

Tuesday Pick Up Dates **Weeks 2 and 4 (These are rolling weeks and may not always reflect the first and third)**

JANUARY 3, 17, & 31
FEBRUARY 14 & 28
MARCH 14 & 28
APRIL 11 & 25
MAY 9 & 23
JUNE 6 & 20

JULY 4 & 18
AUGUST 1, 15 & 29
SEPTEMBER 12 & 26
OCTOBER 10 & 24
NOVEMBER 7 & 21
DECEMBER 5 & 19