

**TOWNSHIP OF NEVILLE  
ALLEGHENY COUNTY, PENNSYLVANIA**

**REQUEST FOR PROPOSALS**

**FOR UNLIMITED RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIAL, AND  
E-WASTE AND HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL**

Sealed Proposals are invited and will be received by the Township of Neville for collection and disposal of solid waste, recyclable, and e-waste and household hazardous waste material.

Proposals must be made on the Proposal Forms in accordance with instructions to Bidders furnished by the office of the Township Manager of the Township of Neville.

The defined terms appearing in the General Specifications apply to all Contract Documents. Copies of the Proposal Forms are available at the offices of the **Township of Neville, 5050 Grand Avenue, Pittsburgh, Pennsylvania 15225.**

Proposals must be made upon the form furnished by the Township of Neville. Bidders are invited to bid on the Base Bid and Alternate Bids. A Performance Bond in the amount of 100% of the contract price is required.

Proposals must be delivered to the Township Offices located at 5050 Grand Avenue, Pittsburgh (Neville Island), Allegheny County, Pennsylvania 15225, and be on file with the Township of **Neville on or before 4:00 pm July 10, 2023.** Bids will be opened and publicly read at **10:00 a.m. on July 11, 2023** at the Township Offices. The Township will permit participation in the public bid opening by virtual meeting and interested parties should call 412-264-1977 for phone or on-line access no later than one (1) hour prior to the start of the meeting.

The selected Bidder will be awarded the Contract through a Resolution of the aforementioned municipality adopted at a public meeting of the Township approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law.

A proposal bond or certified check must accompany the Proposal, in accordance with the Instructions to Bidders.

The Township of Neville shall have the right to accept Alternate Bids in any order and combination and determine the low bidder on the basis of the sum of the "Base Bid" and the "Alternate Bid" accepted.

The Township of Neville reserves the right to reject any and/or all bids received and to waive defects of irregularities in any Proposal.

Jeanne M. Creese,  
Township Manager

## INSTRUCTIONS TO BIDDERS

### 1. RECEIPT AND OPENING OF PROPOSALS

The Township of Neville invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately filled in completely. Proposals will be received at the office of the Township Manager until 4:00 p.m. on July 10, 2023, and publicly opened and read aloud on July 11, 2023 at 10:00 a.m. in the Commissioner's Room, 5050 Grand Avenue, Pittsburgh (Neville Island), Pennsylvania 15225. The Township will permit participation in the public bid opening by virtual meeting and interested parties should call 412-264-1977 for phone or on-line access no later than one (1) hour prior to the start of the meeting.

The envelopes containing the Proposals must be sealed and addressed to the Township Manager, and plainly marked **“proposal for unlimited residential solid waste, recyclable material, and e-waste and household hazardous waste collection and disposal.”**

### 2. PREPARATION OF THE PROPOSAL

All Proposals must be prepared and signed by the Bidder in the form attached hereto. All blank spaces in each Proposal Form, together with the appropriate schedules, must be completed in full in ink or typewritten, in both words and figures.

If a unit price or a lump sum already entered by the Bidder on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Bidder in ink.

The Proposals received will be compared on the basis of the summation of the lump sum amounts bid and the products of the quantities of items listed at the unit prices bid. In case of a discrepancy between the total shown in the Proposal and that obtained by adding the products of the quantities of the items at the unit prices, the unit prices as written out in words in the Proposal Form shall govern, and any errors found in said products, and in the addition, will be corrected. The Township reserves the right to determine whether to award as to any or all of the services listed on the Base and Alternate Bid Proposals.

Each proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, and plainly marked “proposal for unlimited residential solid waste, recyclable material, and e-waste and household hazardous waste collection and disposal.” If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The Township of Neville may consider informal irregularities of any Proposal not prepared and submitted in accordance with the provisions hereof, and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponements thereof.

Any Proposal received after the time and date specified above shall not be considered.

A Pre-bid Conference will be held on **Thursday, June 22, 2023 at 10:00 a.m.** The Pre-Bid Conference will be held via a virtual meeting. Please call 42-264-1977 to obtain the meeting link or phone number. All Bidders are urged to attend the Pre-bid Conference.

3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each Proposal must be accompanied by a bond or certified check of the Bidder drawn on a national bank, in an amount equal to Ten Thousand (\$10,000.00) Dollars, as a guarantee on the part of the Bidder that he/she will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the Township and the selected Bidder), to do work covered by such Proposal and at the rates stated therein, and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the Township and the selected bidder have executed the Contract, or, if no Bidder's Proposal has been selected within ninety (90) days after the date of the opening of Proposals, upon demand of the Bidder at any time thereafter so long as he/she has not been notified of the acceptance of his/her Proposal.

Each Proposal must be accompanied by a Certificate of Insurance evidencing the coverage set forth in Section 11 of the General Specifications.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the Township to the Bidder by certified mail, return receipt requested.

The Bidder to whom the Contract shall have been awarded will be required to execute three (3) copies of the Contract on the form attached hereto (or such form as may mutually be agreed upon by the Township and the selected Bidder), and to furnish insurance certificates, all as required. In case of his/her refusal or failure to do so within twenty (20) days after his/her receipt of formal notice of award, the Bidder will be considered to have abandoned all his/her rights and interests in the award, the Bidder's bid security maybe declared forfeited to the Township as liquidated damages, and the award may then be made to the next best qualified Bidder or the work readvertised for Proposals as the Township may elect. Such forfeited security shall be the sole remedy of the Township.

5. SECURITY FOR PERFORMANCE

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to the Township, stating that the Performance Bonds will be furnished by it to the person submitting the Proposal in the event he/she is the successful Bidder. Such letter is to be signed by an authorized representative of the surety, together with a certified and effectively dated copy of his/her power of attorney attached thereto.

The successful Bidder will be required to furnish a Performance Bond as security for the faithful performance of this Contract. Said Performance Bond must be in an amount equal to the full contract price,

but said bond may provide for a prorated reduction monthly over the term of the Contract. Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The form of the bond is located in this document. The surety on the bond shall be duly authorized to do business in the Commonwealth of Pennsylvania.

6. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

8. CONDITIONS

Each Bidder shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Bidder will obtain information concerning the conditions at locations that may affect this work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint himself/herself with conditions existing, shall in no way relieve him/her of any obligations with respect to his/her Proposal or to the Contract. The Township shall make all such documents available to the Bidder.

The Bidder shall make his/her own determination as to conditions and shall assume the risk and responsibility and shall complete the work in and under conditions he/she may encounter or create, without extra cost to the Township

Except with respect to events or conditions which are not discoverable, the Bidder's attention is directed to the fact that all applicable State laws, Township ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Bidder shall be requested of the Township in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be

forwarded to each Bidder. Every request for such explanation shall be in writing addressed to Jeanne M. Creese, Neville Township Manager, 5050 Grand Avenue, Pittsburgh, Pennsylvania 15225. Any verbal statements regarding same by any person, previous to the award, shall be unauthorative and not binding.

Addenda issued to Bidders prior to the date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Bidders (at the respective addresses furnished for such purposes) not less than five (5) days prior to the date fixed for the opening of Proposals.

#### 10. NAME, ADDRESS AND LEGAL STATUS OF THE PROPONENT

The Proposal must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether corporation, partnership, or individual, shall be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws, and shall list the state in which it is incorporated. A partnership Bidder shall give full names of all partners, and partnership and individual Bidders will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his/her signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with their Proposal, legal evidence of their authority to do so.

#### 11. COMPETENCY OF BIDDER

The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The Township reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

The Township shall require submission with the Proposal of certified supporting data regarding the qualifications of the Bidder in order to determine whether he/she is a qualified, responsible Bidder. The Bidder will be required to furnish all of the following information sworn to under oath by him/her:

- (a) An itemized list of the Bidder's equipment available for use on the Contract.
- (b) A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a firm of independent certified public accountants.
- (c) Evidence that the Bidder is in good standing under the laws of the Commonwealth of Pennsylvania, and, in the case of corporations organized under the laws of any other state, evidence that the Bidder is licensed to do business and is in good standing under the laws of the Commonwealth of Pennsylvania, or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- (d) A completed Bidder Questionnaire in the form attached hereto.

In the event that the Township shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he/she is a qualified responsible Bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath by him/her:

- (a) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to the Township, that the Bidder has been in existence for in excess of five (5) years and possesses not less than five (5) years actual operating experience in refuse collection and disposal.
- (c) Evidence, in form and substance satisfactory to the Township, that the Bidder possesses the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (d) Evidence, in form and substance satisfactory to the Township that the Bidder's experience in refuse collection derives from an operation of comparable size to that contemplated.
- (e) Such additional information as will satisfy the Township that the Bidder is adequately prepared to fulfill the Contract.

The Bidder may satisfy any or all of the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its parent organization and subsidiaries of the parent.

## 12. DISQUALIFICATIONS OF BIDDERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of the Bidder and the rejection of his/her Proposal:

- (a) Evidence of collusion among Bidders.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous municipal contract for failure to perform.

## 13. BASIS OF THE PROPOSAL

Proposals with respect to refuse collection and disposal are solicited on the basis of rates for each type of work. Proposals will be compared on the basis of the summation of the rates proposed. The rates, as written out in words in the Proposal, shall govern and any errors found will be corrected.

## 14. QUANTITIES

The Township estimates that the number of Residential Units to be initially serviced under the Contract is **597**. This figure is taken from route data supplied by the current contractor. The Township makes no representation as to the reliability of its estimate for Residential Units. Unit Price computations for Residential Units shall be based upon such estimate.

## 15. METHOD OF AWARD

The Township reserves the right not to accept any Proposal, or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alterations, erasure or interlineation of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the Township. The Township intends that the Contract shall be awarded within forty-five (45) days following the date that Proposals are publicly opened and read.

**RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIAL, AND  
E-WASTE AND HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL  
GENERAL SPECIFICATIONS**

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1.03 Bags

1.04 Bi-metal Containers

1.05 Bulky Waste

1.06 Christmas Trees

1.07 Collector

1.08 Container

1.09 Contract Documents

1.10 Contractor

1.11 Construction Debris

1.12 Dead Animals

1.13 Disposal Site

1.14 E-waste

1.15 Garbage

1.16 Hazardous Waste

1.17 Producer

1.18 Residential Refuse

1.19 Residential Unit

1.20 Rubbish

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- 2.00 SCOPE OF WORK
  
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  - 3.02 Location of Containers, Bags and Bundles for Collections
  
- 4.00 ALTERNATE BIDS
  
- 5.00 MATERIALS TO BE RECYCLED
  
- 6.00 MARKETING OF RECYING MATERIALS
  
- 7.00 RECYCLING CENTER OR MARKET SITE
  
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- 9.00 ON-CALL DOOR-TO-DOOR ELECTRONIC (e-Waste) and HOUSEHOLD HAZARDOUS WASTE COLLECTION, PROCESSING AND DISPOSAL
  
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- 12:00 HOURS OF OPERATION
  
- 13.00 HOLIDAYS
  
- 14.00 COMPLAINTS
  
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- 16.00 OFFICE
  
- 17.00 COLLECTION, EQUIPMENT AND LABOR
  
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- 22.00 TERM
  
- 23.00 BASIS AND METHOD OF PAYMENT
  
- 24.00 LICENSE AND TAXES

25.00 INSURANCE

26.00 BOND

26.01 Performance Bond

26.02 Power of Attorney

26.03 Sole Remedy

27.00 TRANSFERABILITY OF CONTRACT

28.00 EXCLUSIVE CONTRACT

29.00 OWNERSHIP

30.00 PERFORMANCE

31.00 NON-DISCRIMINATION

32.00 INDEMNITY

33.00 NEGLECT AND DEFAULT

1.0 DEFINITIONS

- 1.01 Act 101 shall mean the Municipal Waste Planning, Recycling and Waste Reduction Act of 1988.
- 1.02 Aluminum shall mean all empty aluminum beverage or food cans.
- 1.03 Bags shall mean plastic sacks designed to store refuse, with sufficient wall strength to maintain physical integrity when lifted by top.
- 1.04 Bi-metal Container shall mean empty food or beverage container consisting of steel and aluminum.
- 1.05 Bulky Waste shall mean stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals or hazardous waste, with weights or volumes greater than those allowed for containers or matter that may require special handling.
- 1.06 Christmas Trees shall mean evergreen trees, commonly referred to as Christmas Trees, Christmas wreathes, and Christmas decorations or items which can be reasonable interpreted as such.
- 1.07 Collector shall mean the entity or entities authorized by the Township to collect non-recyclable solid waste materials from the Township's residences and Township areas herein defined.
- 1.08 Container shall mean a receptacle with a capacity of greater than 10 gallons but less than 40 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by weather, insects or rodents. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed seventy-five (75) pounds.
- 1.09 Contract Documents shall mean the Request for Proposals, Instructions to Bidders, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing documents agreed to by the Township and the Contractor.
- 1.10 Contractor shall mean the person, corporation or partnership performing refuse collection and disposal under contract with the Township. For purposes of this Agreement, the term "Contractor" is used interchangeably with hauler, collector and successful bidder.
- 1.11 Construction Debris shall mean waste building materials resulting from construction, remodeling, repair or demolition operations on houses, commercial buildings and other structures and pavement.

- 1.12 Dead Animals shall mean animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use.
- 1.13 Disposal Site shall mean a refuse depository, 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 and requiring such licenses, permits or approvals to receive for processing or final disposal of refuse and dead animals.
- 1.14 E-waste shall mean any refuse created by discarded electronic devices and components as well as substances involved in their manufacture or use, and it may frequently contain hazardous substances.
- 1.15 Garbage shall mean any and all dead animals, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish fowl, birds, fruits, grains or other animal or vegetable matter (including but not by way of limitation, used tin cans and other food containers; and all easily decomposable waste, animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste or Rubbish.
- 1.16 Hazardous Waste shall mean waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state laws. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- 1.17 Producer shall mean an occupant of a Residential Unit who generates Refuse.
- 1.18 Residential Refuse shall mean all Garbage and Rubbish generated by a Producer at a Residential Unit.
- 1.19 Residential Unit shall mean a dwelling within the corporate limits of the Township occupied by a person or group of persons comprising not more than one family. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A dwelling, whether of single or multi-level construction, consisting of four or less continuous or separate single-family dwelling units, shall be treated as separate Residential Units.
- 1.20 Rubbish shall mean all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper pasteboard, rags, straw, used and discarded mattresses, used and

discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage or Hazardous Waste.

1.21 Township shall mean the Township of Neville.

## 2.00 SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

## 3.00 SOLID WASTE, REFUGE AND BULKY WASTE SERVICES (BASE BID)

- (a) Contractor shall provide curbside collection service for the collection of Residential Refuse and Bulky Waste to each Residential Unit one (1) time per week. The Township expresses a preference for a Monday collection schedule and if collection is to occur on any day except Monday, the Township must agree to that change. Containers, Bags and Bundles shall be placed at the curbside by 6:00 a.m. on the designated collection day.
- (b) The Contractor shall provide for the special collection from Residential Units of any resident who is unable to place his/her garbage at the curb a backyard service. This service will include replacing the lids on the trash can and picking up any spilled rubbish.
- (c) The successful Bidder will provide appropriate yard containers and free collection and disposal, at the following sites:
  - 1) Township Building – one (1) collection per week.
  - 2) Township’s Memorial Park – one (1) collection per week.
  - 3) Township Public Works Building – one (1) collection per week
  - 4) Township Public Works Building, Street Sweeping / Stormwater Compliance Area – one dumpster of a minimum of 4 Yards suitable and permitted to remove street sweeping debris – one (1) collection per week.
- (d) The Contractor shall provide to the Township, at no cost or expense, roll-off boxes with a minimum capacity of thirty (30) cubic yards. The Township shall not require more than eight (8) roll-off boxes in any Contract year. The boxes shall be delivered empty and replaced when requested to do so by the Township. In addition, the Township may utilize one (1) roll-off box for its annual clean-up day.

- (e) Contractor will bill the Township pursuant to Paragraph 23.00 below.

#### 4:00 ALTERNATE BIDS

- (a) **RECYCLING ALTERNATE BID NUMBER ONE - WEEKLY SINGLE STREAM COLLECTION** - Bids are being requested for weekly single stream recycling in one container of no greater capacity than eighteen gallons. Residents shall be responsible for acquiring and maintaining their own recyclable bins, which shall have a recyclable insignia clearly visible on the outside of the container. The Contractor shall remove all single-stream recyclables from each residential unit once per week in accordance with the approved Routing Schedule in a vehicle designed for recycling and shall transport the recyclables to an approved recycling center for separation and marketing.
- (b) **RECYCLING ALTERNATE BID NUMBER TWO - EVERY OTHER WEEK SINGLE STREAM COLLECTION** – Bids are being requested for every other week single stream recycling in one container of no greater capacity than eighteen gallons. Residents shall be responsible for acquiring and maintaining their own recyclable bins, which shall have a recyclable insignia clearly visible on the outside of the container. The Contractor shall remove all single-stream recyclables from each residential unit once every other week in accordance with the approved Routing Schedule in a vehicle designed for recycling and shall transport the recyclables to an approved recycling center for separation and marketing.
- (c) **RECYCLING ALTERNATE BID NUMBER THREE - ON-CALL DOOR-TO-DOOR E-WASTE AND HOUSEHOLD HAZARDOUS WASTE COLLECTION, PROCESSING AND DISPOSAL** – Bids are being request for on-call door-to-door electronic (e-waste) and household hazardous waste collection, processing and disposal in accordance with the bid specifications.
- (d) **RECYCLING ALTERNATE BID NUMBER FOUR - ON-CALL DOOR-TO-DOOR E-WASTE COLLECTION, PROCESSING AND DISPOSAL** – Bids are being requested for on-call door-to-door electronic (e-waste) collection, processing and disposal in accordance with the bid specifications.

#### 5.00 MATERIALS TO BE RECYCLED

The following materials are to be included in the Township of Neville residential recycling program: Cans - aluminum, steel and bi-metallic; Plastics 1-2; and Paper – newspaper and office paper. Based on recycling market conditions, the Township and Contractor by mutual and written agreement shall have the right to delete items or add items from the following list of recyclable materials: Glass – clear, brown and green; Plastics 3-7, except Styrofoam; Cardboard and Chipboard, including cartons and pizza box tops; Paper – junk mail, catalogs, phone books shredded paper and books.

#### 6.00 MARKETING OF RECYCLING MATERIALS

Neville Township does not wish to seek markets. The marketing of recyclable materials shall be done by the collector or the recycling center to which the materials are delivered. The bidder will retain the proceeds from the sale of the recycled materials.

## 7.00 RECYCLING CENTER OR MARKET SITE

Bidders must submit with their bid written proof of agreement to deliver recyclables to an operating recycling center or a market user of the materials to be collected. The recycling center or market user must hold any applicable permit from the appropriate County, State or Federal agency. Should such a permit be required by any agency, a copy of the permit must be submitted with bid. Should no permit be required, a written statement so stating must be submitted from the recycling center or market user.

## 8.00 RECYCLING REPORTING REQUIREMENTS

The successful bidder shall be required to provide Neville Township with a written report, on a not less than quarterly basis, within thirty (30) days after the end of the period which is the subject of the report, of the following information for each separate month covered by the report:

- (a) Tonnage for each separate item collected;
- (b) The location to which items were transported.
- (c) The name of the market to which each item was sold.
- (d) The tonnage of each item rejected, if any, by the market due to contamination.

## 9.00 ON-CALL DOOR-TO-DOOR ELECTRONIC (e-WASTE) AND HOUSEHOLD HAZARDOUS WASTE COLLECTION, PROCESSING AND DISPOSAL

- (a) Contractor, either through its own equipment and personnel or through a qualified subcontractor, shall provide to the residents of Township of Neville an on-call door-to-door e-Waste and Household Hazardous Waste (“HHW”) collection, processing and disposal service (“HHW 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 must be included as part of the base bid and 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. The Contractor shall provide to all Township facilities, at no cost or expense, access to the same collection program for On-Call Door-to-Door Electronic (e-Waste) and Household Hazardous Waste. This shall apply only to items generated by the Township offices and facilities in course of normal business and not to any items from any other residential or non-residential location or collection event.
- c. 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 Township of Neville 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 electronic.
- d. 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 Township of Neville.
- e. Acceptable material must be collected from the resident's property and not from public property, including the curb. Residents must be advised, during the initial scheduling call, on how to place their acceptable materials for collection. Technical assistance shall be available for residents who request assistance
- f. 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.
- g. Scheduling and collection priority shall be given to residents with disabilities or those who are moving in the immediate future.
- h. 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).
- i. Materials collected must be recycled to the highest degree possible. Recycle, incineration, treatment, landfill is the applicable hierarchy.
- j. 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/municipality program does not apply to this RFP.



- k. Contractor must indemnify the Township for any action that may occur after Contractor has taken possession of the materials. The contractor must accept generator status.
- l. Contractor shall assist Township of Neville in developing press release and/or advertising material to announce the HHW Service and will assist in the planning of a public education campaign introducing the Household Hazardous Waste Collection Program.
- m. Contractor shall provide Township of Neville 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 Township of Neville.
- n. 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.
- o. Contractor must demonstrate that it, and all proposed subcontractors, are registered hazardous waste transporters in good standing with the state, and have all necessary licenses, endorsements, permits and training to safely and properly 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 at the time of the award of this contract.
- p. Contractor's bid proposal must include the following information; failure to provide same shall render Contractor's bid proposal nonresponsive:
  - i. Contractor's door-to-door e-Waste / HHW Service experience during the past five (5) calendar years.
  - ii. 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.
  - iii. Contractor must include the identification of no less than three (3) municipal references, including contact information that demonstrates compliance with sections o.i and o.ii.
  - iv. 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.
  - v. Sample of announcement flyer.

- vi. 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 Township and DEP and commonly referred to as a PPC plan):
1. Specifics on how materials will be managed at the home
  2. Type of vehicle used, how will materials be stored in the vehicle
  3. Pollution prevention element
  4. Health and Safety element
  5. Description of disposition of materials (recycling preference)
  6. Technician training element
  7. If materials will go to Contractor's own facility, description of that facility and that it meets DEP regulations
  8. Handling process e.g. collect from home and transport to facility X then to facility Y etc.
- q. 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	

#### 10.00 LOCATION OF CONTAINERS FOR COLLECTION

For curbside collection, each container shall be placed at curbside for collection. Curbside refers to that portion of the right-of-way adjacent to paved or traveled Township roadways (including alleys). Containers shall be placed as close to the roadway as practical without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed.

#### 11.00 ROUTES OF COLLECTION

Collection routes shall be established by the Contractor, subject to advance approval by the Township and to revision by the Township on 30 days notice to the Contractor. The Contractor shall submit a map or list designating the collection routes to the Township for its approval, which approval shall not be unreasonably withheld. The Contractor shall provide at its expense at least once during or prior to each contract year, a map or list of such collection routes. Lists and / or maps shall be provided in a format suitable for posting on the Township's website and shall be of such size to clearly show all pertinent information. The Contractor may from time to time propose to the Township changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon the Township's approval of the proposed changes, the Contractor shall promptly give written notice to the affected Residential Units.

#### 12.00 HOURS OF OPERATON

Collections of any materials shall not start before 6:00 a.m. or continue after 4:00 p.m. on the same day. Exceptions to collection hours shall be effected upon the mutual agreement of the Township and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Under no circumstances will collections be permitted on Sundays. Violations in the Hours of Operation will result in a deduction of \$1,000.00 in the payment of services for that week.

#### 13.00 HOLIDAYS

The following shall be holidays for the purposes of this contract: New Year's Day, Memorial Day, Independence Day, Labor Day , Thanksgiving Day and Christmas Day.

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his/her obligation to provide collection services at least once a week.

#### 14.00 COMPLAINTS

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate, and if such allegations are verified, shall arrange for the collection of the Refuse not collected within twenty-four (24) hours after the complaint is received.

#### 15.00 POINT OF CONTACT

All dealings, contracts, etc. between the Contractor and the Township shall be directed by the Contractor to the Township Manager, and by the Township to the Contractor's Designate.

#### 16.00 OFFICE

The Contractor shall maintain an office or such other facility through which he/she can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. The telephone maintained by the Contractor shall be in an exchange which may be called on a flat rate, toll-free basis from within the corporate limits of the Township.

#### 17.00 COLLECTION, EQUIPMENT AND LABOR

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 Contractor.

- (a) The Contractor shall provide an adequate number of vehicles for regular collection service. All vehicles and other equipment shall be kept in good repair, appearance, and in good sanitary condition at all times.
- (b) Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- (c) All employees employed by the Contractor shall be dressed in uniforms. Each employee must wear an orange/green safety vest with reflective tape.
- (d) The operators of all trucks shall stay in or near the vehicle at all times during the collection process and shall locate the truck so traffic is disrupted or blocked as little as possible.
- (e) The operator of the truck shall report spills, leaks, including oil and hydraulic fluids, to the Public Works Administrator as soon as possible, and in any event, no later than the shift in which it occurs. The Contractor is responsible for the cleanup. If the Contractor fails to clean up spilled garbage or leaks, the Township will clean up as necessary and bill the Contractor for labor and materials.

#### 18.00 HAULING

All Refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing

are prevented.

#### 19.00 DISPOSAL

All Refuse collected for disposal by the Contractor shall be hauled to the disposal site. The charge for disposal shall be included in the rate set forth in the proposal for each Residential Unit serviced by the Contractor. A disposal fee shall not be charged in excess of the collection rate.

The Bidder shall indicate on the Proposal the name and location of the Disposal Site(s) which the Bidder intends to use to perform the Contract. Further, the Bidder shall provide evidence reasonably satisfactory to the Township that the Bidder, if awarded the Contract, will have the right to use said Disposal Site(s) under and for the duration of the Contract.

#### 20.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exist conflicting ordinances of the Township on the subject.

#### 21.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract, and the performance of such Contract shall begin on December 1, 2020 or anytime thereafter as agreed upon by both the Contractor and the Township.

#### 22.00 TERM

The Contract shall be for the periods specified as stated in the successful Proposal.

#### 23.00 BASIS AND METHOD OF PAYMENT

For all collection and disposal services required under this Contract, the Township shall pay to the Contractor, on a monthly basis, an amount equal to one-twelfth (1/12) of the annual rate bid for each calendar year of the Contract term. The Contractor shall bill the Township within ten (10) days of the end of each calendar month. The Township shall remit payment to the Contractor within twenty (20) days following the end of each calendar month.

#### 24.00 LICENSES AND PERMITS

The Contractor shall obtain all licenses and permits.

#### 25.00 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual

liability coverage for the provisions of Section 8.00 of the instructions to bidders. All insurance shall be by insurers and for policy limits acceptable to the Township, and before commencement of work hereunder, the Contractor agrees to furnish the Township Certificates of Insurance or other evidence satisfactory to the Township to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice must be given the certificate holder."

For purposes of the Contract, the contractor shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Workmen's Compensation Employer's Liability	Statutory \$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$3,000,000 aggregate
Automobile Bodily Injury Liability	\$2,000,000 each person \$5,000,000 each occurrence
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

The Township shall be named as an additional insured.

26.00 BOND

26.01 Performance Bond

- (a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of One Hundred (100%) Percent of the Contract amount, and may provide for a pro-rata reduction monthly over the term of the Contract.
- (b) Premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

- (c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the Commonwealth of Pennsylvania.

#### 26.02 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### 26.03 Rights of Township in Event of Default by Contractor

- (a) Contractor acknowledges and agrees that because of the danger from vermin and disease in the handling of waste, faithful performance of each and every covenant, obligation and duty under this Agreement is of the essence of the Contract. Any violation of or default in performance of the terms of this Contract, unless caused by Circumstances entirely beyond the control of Contractor, or cured by Contractor within 24 hours of receipt of notice of same from the Township, shall be sufficient cause for cancellation of the Contractor's rights under this Contract by Township, who may thereupon collect, remove and dispose of such waste or re-let the work to others and charge the cost of such operations to the Contractor herein.
- (b) A deduction of Twenty-Five Dollars (\$25.00) may be made by Township from the payments otherwise due Contractor hereunder, for each and every properly verified failure to collect waste according to the terms of this Agreement.
- (c) In the event, Contractor having been informed of its failure to collect waste from any producer of same, shall fail, neglect or refuse to cure such default within twenty-four (24) hours after notice of such complaint, by telephone, email or otherwise, Township may make an additional deduction of Twenty-Five (\$25.00) from the payments otherwise due Contractor hereunder. An additional deduction of Twenty-Five (\$25.00) may be made for each additional period of twenty-four (24) hours which may elapse until such default shall be cured by collection, removal and disposal from such producer of waste.
- (d) In addition to the foregoing remedy, in the event Contractor, after notice has been given to it of its failure to make collection from an producer of waste, shall continue in default for a period of seven (7) days, Township shall have the right to collect, remove and dispose of such waste, and to deduct the cost incurred thereby from any money then or later due Contractor. In the event no money shall be then or later due Contractor, Contractor shall forthwith pay such cost to Township.
- (e) Each of the foregoing rights and remedies set out herein are in addition to such other rights and remedies as are allowed by law and not exclusive to the Township. Exercising or failing to exercise any of its rights or remedies under this Agreement shall not be interpreted to constitute a waiver by Township of any of its rights or remedies in the same or in other circumstances occurring at a later time, including the right of the Township to

contract with other collectors, in which case the Contractor shall be liable for the entire amount of the Township's cost of using a substitute collector, and further including the right of the Township to transfer the performance of the work from the Contractor to the Surety on the performance bond, in which case the Surety may arrange for performance of the work with payments to be made by the Township to the Surety amounts equal to those that would have been paid to the Contractor had it performed in the manner and to the extent of the Surety's performance. In the event the Township secures performance of the work at a lesser cost than would have been payable to the Contractor under the Contract, the Township shall retain the difference.

- (f) Anything in this Contract to the contrary notwithstanding, the only circumstances beyond the control of Contractor which shall excuse it from any default or violation of this Contract are unavoidable accidents, Acts of God, and restrictions or embargoes imposed by the Federal Government and any agency thereof.
- (g) Contractor acknowledges that loss of any disposal license or transportation license necessary to dispose of or to transport Township waste shall constitute contractor default under this Agreement and entitle Township to terminate this Agreement.

#### 27.00 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of this Contract or any right accruing this Contract shall be made, in whole or in part, by the Contractor without the express written consent of the Township, upon which consent the assignee shall assume the liability of the Contractor.

#### 28.00 EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license and privilege to provide refuse collection, removal and disposal services from the Residential Units within the corporate limits of the Township. The Contractor shall, at all times, have the right of refusal to the collection of Dead Animals and Hazardous Waste from Residential Units.

#### 29.00 OWNERSHIP

Title to Refuse and Dead Animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a Container, or removed by the Contractor from the Resident's premises, whichever last occurs.

#### 30.00 PERFORMANCE

The Contract to be awarded deals with the health and welfare of the residents of the Township of Neville. Faithful performance must be of the essence in the Contract, unless prevented by act of God, and it must be understood and agreed that the recyclable materials shall be collected removed and recycled in a skillful and businesslike manner, satisfactory to Neville Township and in strict compliance with applicable laws and regulations and Ordinances of Neville Township.



### 31.00 NON-DISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

### 32.00 INDEMNITY

The Contractor will indemnify and save harmless the Township, its officers, agents, servants and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees, resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees, in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees, arising out of the award of this Contract, or a willful or negligent act or omission of the Township, its officers, agents, servants and employees.

### 33.00 NEGLECT AND/OR DEFAULT

If the Contractor shall abandon the collection of recyclable materials, or in the opinion of the Township Manager, shall neglect or fail to prosecute the collection of recyclable materials with promptness and diligence, or unreasonably delay the work so that it may not be completed within the set times, or if he shall refuse or neglect to furnish and supply a sufficiency of properly skilled workmen and necessary equipment, or either, or if he shall execute any of the work improperly, carelessly or in bad faith, or if the contractor shall default in the performance of any of the terms, conditions and provisions of the Contract, then and in that event Neville Township may notify the Contractor in writing or by phone, to remedy his neglect, failure or default and require said Contractor to comply with the terms, conditions and provisions of the Contract which he is violating. If the said notification be without sufficient effect twenty-four (24) hours later, then and in that event the Neville Township shall have the right to declare the contractor in default and notify him to discontinue all work or any part thereof, and thereupon the Contractor shall discontinue such work or such part thereof as Neville Township may designate, whereupon Neville Township may, by contract or other use, as it may determine, complete the collection or such part thereof and charge the entire expense of so completing the work or part thereof to the Contractor, and for such completion Neville Township, or itself or its contractors, may take possession of and/or use or cause to be used in the completion of the collection or part thereof, any recycling center owned, leased, or controlled by the Contractor.

All expenses incurred under this section may be paid to Neville Township out of the Performance Bond given under this contract, and in such accounting Neville Township shall not be held to obtain the lowest figures for the work of completing the contract or any part thereof, or for insuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor.

**TOWNSHIP OF NEVILLE**

**PROPOSAL PRICE BID FORM**

I/We agree to collect from any and all residents within the Township of Neville, any and all solid waste, and to dispose of such solid waste at a landfill approved by the Department of Environmental Protection of the Contractor's own choosing, in accordance with these specifications at the following proposal pricing:

<b><u>BASE BID</u></b>		
Proposal per year for <b>unlimited weekly service at the curb</b> , for the collection, removal and disposal of rubbish and garbage for each Dwelling Unit; <b><u>AND</u></b> Proposal per year for a <b>surcharge per Dwelling Unit for unlimited weekly backyard service</b> for residents who are unable to place his/her garbage at the curb, for the collection, removal and disposal of rubbish and garbage for each Dwelling Unit.		
<b>Year 1: December 1, 2023 to November 30, 2024</b>		
Proposal per year for <b>unlimited weekly service at the curb</b> , for the collection, removal and disposal of rubbish and garbage for each Dwelling Unit.		\$ _____
Proposal per year for a <b>surcharge per Dwelling Unit for unlimited weekly backyard service</b> for residents who are unable to place his/her garbage at the curb, for the collection, removal and disposal of rubbish and garbage for each Dwelling Unit.		\$ _____
<b>Year 2: December 1, 2024 to November 30, 2025</b>		
Proposal per year for <b>unlimited weekly service at the curb</b> , for the collection, removal and disposal of rubbish and garbage for each Dwelling Unit.		\$ _____
Proposal per year for a <b>surcharge per Dwelling Unit for unlimited weekly backyard service</b> for residents who are unable to place his/her garbage at the curb, for the collection, removal and disposal of rubbish and garbage for each Dwelling Unit.		\$ _____
<b>Year 3: December 1, 2025 to November 30, 2026</b>		
Proposal per year for a <b>unlimited weekly service at the curb</b> , for the collection, removal and disposal of rubbish and garbage for each Dwelling Unit.		\$ _____
Proposal per year for a <b>surcharge per Dwelling Unit for unlimited weekly backyard service</b> for residents who are unable to place his/her garbage at the curb, for the collection, removal and disposal of rubbish and garbage for each Dwelling Unit.		\$ _____

**TOWNSHIP OF NEVILLE**  
**PROPOSAL PRICE BID FORM**

**ALTERNATE BID ONE**

Proposal per year for **unlimited weekly service at the curb of single stream collection and removal of recyclable materials** in accordance with the bid specifications:

**Year 1: December 1, 2023 to November 30, 2024**

Proposal per year for <b>unlimited weekly service at the curb of single stream collection and removal of recyclable materials</b> in accordance with the bid specifications.		\$ _____
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**Year 2: December 1, 2024 to November 30, 2025**

Proposal per year for <b>unlimited weekly service at the curb of single stream collection and removal of recyclable materials</b> in accordance with the bid specifications.		\$ _____
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**Year 3: December 1, 2025 to November 30, 2026**

Proposal per year for <b>unlimited weekly service at the curb of single stream collection and removal of recyclable materials</b> in accordance with the bid specifications.		\$ _____
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**TOWNSHIP OF NEVILLE**  
**PROPOSAL PRICE BID FORM**

<b><u>ALTERNATE BID TWO</u></b>		
Proposal per year for <b>unlimited every other week service at the curb of single stream collection and removal of recyclable materials</b> in accordance with the bid specifications:		
<b>Year 1: December 1, 2023 to November 30, 2024</b>		
Proposal per year for <b>unlimited every other week service at the curb of single stream collection and removal of recyclable materials</b> in accordance with the bid specifications.		\$ _____
<b>Year 2: December 1, 2024 to November 30, 2025</b>		
Proposal per year for <b>unlimited every other week service at the curb of single stream collection and removal of recyclable materials</b> in accordance with the bid specifications.		\$ _____
<b>Year 3: December 1, 2025 to November 30, 2026</b>		
Proposal per year for <b>unlimited every other week service at the curb of single stream collection and removal of recyclable materials</b> in accordance with the bid specifications.		\$ _____

**TOWNSHIP OF NEVILLE**  
**PROPOSAL PRICE BID FORM**

**ALTERNATE BID THREE**

Proposal per year for **on-call door-to-door electronic (e-waste) waste and household hazardous waste collection, processing, and disposal** in accordance with the bid specifications:

**Year 1: December 1, 2023 to November 30, 2024**

Proposal per year for <b>on-call door-to-door e-waste and household hazardous waste collection, processing, and disposal</b> in accordance with the bid specifications.	\$ _____
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**Year 2: December 1, 2024 to November 30, 2025**

Proposal per year for <b>on-call door-to-door e-waste and household hazardous waste collection, processing, and disposal</b> in accordance with the bid specifications.	\$ _____
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**Year 3: December 1, 2025 to November 30, 2026**

Proposal per year for <b>on-call door-to-door e-waste and household hazardous waste collection, processing, and disposal</b> in accordance with the bid specifications.	\$ _____
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**TOWNSHIP OF NEVILLE**  
**PROPOSAL PRICE BID FORM**

**ALTERNATE BID FOUR**

Proposal per year for **on-call door-to-door electronic (e-waste) waste collection, processing, and disposal** in accordance with the bid specifications:

**Year 1: December 1, 2023 to November 30, 2024**

Proposal per year for <b>on-call door-to-door e-waste waste collection, processing, and disposal</b> in accordance with the bid specifications.	\$ _____
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**Year 2: December 1, 2024 to November 30, 2025**

Proposal per year for <b>on-call door-to-door e-waste waste collection, processing, and disposal</b> in accordance with the bid specifications.	\$ _____
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**Year 3: December 1, 2025 to November 30, 2026**

Proposal per year for <b>on-call door-to-door e-waste waste collection, processing, and disposal</b> in accordance with the bid specifications.	\$ _____
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TO: Township Manager, Township of Neville

FROM: \_\_\_\_\_

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(an individual) (a partnership) (a corporation duly organized under the laws of the Commonwealth of Pennsylvania)

The undersigned, having carefully read and considered the terms and conditions of the Contract Documents of Unlimited Residential Solid Waste Collection and Disposal for the Township of Neville, does hereby offer to perform such services on behalf of the Township of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents, at the rates (expressed in words and figures) set forth above:

\_\_\_\_\_  
Bidder

BY: \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(City) (County) (State)

TELEPHONE: \_\_\_\_\_

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

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-bid Rigging Act, 73 P.S. §§ 1611, et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the 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 the 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 "complimentary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, or 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.





**NON-COLLUSION AFFIDAVIT**

Contract/Bid Number \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

I state that I am \_\_\_\_\_(Title)

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

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, 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 from bidding on this contract or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complimentary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_(Name of firm), its affiliates, subsidiaries, officers, directors and employees, are not currently under investigation by a governmental agency and have not in the last four (4) 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 \_\_\_\_\_ (Name of firm)  
understand and acknowledge that the above representations are material and important, and will be relied  
on by the Township of Neville in awarding the contract 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 Township of Neville of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name and Company Position)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

## **INSTRUCTIONS FOR PERFORMANCE BOND**

1. The full name and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the principal is a partnership, the full name of all partners must be inserted in the first paragraph, which must recite that they are the partners composing the partnership (to be named), and all partners must execute the Bond as individuals.
3. The state of incorporation of each corporate party to the Bond must be inserted in the first paragraph, and the Bond must be executed under the corporate seal of said party, attested by the secretary or other appropriate officer.
4. The date of the Bond must not be prior to the date of the Contract, and to this end, the Contractor and surety authorizes the Owner to insert the dates where set forth as the same date upon which the Owner signs these articles.
5. All duly executed documents representing power of attorney to sign shall be securely attached here.

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the “Principal”) as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and authorized to transact business in the Commonwealth of Pennsylvania (hereinafter called the “Surety”), as Surety, are held firmly bound unto

\_\_\_\_\_ (hereinafter called “Obligee”), as Obligee, in the penal sum of \_\_\_\_\_

(\$\_\_\_\_\_) Dollars, in good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, for Unlimited Residential Solid Waste Collection and Disposal, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall faithfully perform the Contract on his part, free and clear of all liens arising out of claims for labor and materials entering into the performance of the Contract, and indemnify and save harmless the Obligee from all loss, cost or damage that he may suffer by reason of the failure to do so, then this obligation shall be void; otherwise to remain in full force and effect.

Surety waives notice of any alteration of the terms of the Contract referred to herein or of any extension of time agreed to by the Principal and Obligee.

**PROVIDED, HOWEVER**, that no suit, action, or proceeding shall be had or maintained against Surety on this Bond unless the same be brought or instituted within one (1) year after the date of completion or default by Principal.

Whenever Obligee issues written notice declaring the Principal to be in default under the Contract, the Surety shall within five (5) days of receipt of such written notice elect either to:

- (a) Arrange in time that no scheduled garbage pickups are missed, for a substitute qualified contractor to complete the work under the Contract and provide the Township with immediate written notice of the contractor to be used to complete the work and the contact information for such contractor; or

- (b) Pay to the Township, up to the amount of the bond, any amounts due the Township pursuant to the Contract as a result of the default, including but not limited to any penalty amounts owed and, in the event that Township secures another contractor to complete performance of the work and the cost to the Township is greater, to pay to the Township immediately and in full such excess cost.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2023.

## **BIDDER QUESTIONNAIRE**

- (a) How many years has your organization been in business under your present business name? Under what other or former names has your organization operated?
- (b) How many years of experience does your organization have in municipal waste collection?
- (c) Identify similar contracts that your organization has been awarded by municipal governments in the last five years. With each contract include the name, address and telephone number of a contact person for the Municipality that awarded the contract.
- (d) Do you have a toll-free number that residents can call, to receive a human operator and request service if a pickup is missed or communicate questions or complaints?
- (e) What contracts for municipal waste collection does your organization presently have in place? Please provide the length of the contract term, a description of the contract work, and the name, address and telephone number of a contact person at the Municipality where such service is being provided.
- (f) With respect to any contracts in answer to 1(e) above, has your organization been terminated by a Municipality or failed to complete any contract awarded to you? Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers in connection with such work? Describe in detail the circumstances and parties involved in any matter described above. Describe the parties, docket number, nature and present status of any proceeding described above.
- (g) Do you have a toll-free management contact number for Neville Township officials to use for immediate access to the management personnel in your organization?
- (h) Will you familiarize your drivers in advance of the route and Township streets/ conditions? When and how and will you involve the Township in the familiarization process?
- (i) Has your organization filed any lawsuits or requests for arbitration with regard to any contract for its services within the last five (5) years? If so, describe the parties, docket number, nature and present status of any proceeding described above.
- (j) Has your organization been the subject of any lawsuit or request for arbitration filed by a Municipality with regard to a contract for municipal garbage collection services within the last five (5) years? If so, state the docket number, names of the parties and present status of any such proceeding.
- (k) Bidder acknowledges that the responses to this Questionnaire are material and important in determining the lowest responsive and responsible bidder and, further, that any omissions may result in the rejection of any such bids.

## CONTRACT

**THIS CONTRACT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the Township of Neville, a Political Subdivision of the Commonwealth of Pennsylvania (hereinafter called the "Township"), and \_\_\_\_\_ (hereinafter called the "Contractor"),

### WITNESSETH:

**WHEREAS**, the Contractor did on the \_\_\_\_\_ day of \_\_\_\_\_ 2023, submit a Proposal to provide Unlimited Refuse Collection and Disposal services within the Township and to perform such work as may be incidental thereto.

**NOW, THEREFORE**, in consideration of the following mutual agreements and covenants, it is understood and agreed as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Township, and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Refuse collection, removal and disposal devices as specified, and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate the same herein as fully as if set forth verbatim in this Contract:
  - (a) The Request for Proposals.
  - (b) The Instructions to Bidders.
  - (c) The Contractor's Proposal.
  - (d) The General Specifications.
  - (e) The Resolution of the Township ordering or authorizing the work and services contemplated herein.
  - (f) The Performance Bond.
  - (g) Bidder's Questionnaire.
  - (h) This Instrument.
  - (i) Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents, except specifically provided for in such amendment
4. This Contract is entered into subject to the following conditions:
  - (a) The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by the Contract Documents.



- (b) Neither the Contractor nor the Township shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God, or other similar or different contingency beyond the reasonable control of the Contractor.
- (c) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

**IN WITNESS WHEREOF**, the parties hereto, by and through their duly authorized agents, have caused this Contract to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**TOWNSHIP OF NEVILLE**  
(A Political Subdivision of the Commonwealth of Pennsylvania, County of Allegheny)

By: \_\_\_\_\_  
Richard E. Rutter, Chairman, Board of Commissioners

**CONTRACTOR**

\_\_\_\_\_  
Contractor Name

Attest:

\_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_