

Butler Township

Butler Township Board of Commissioners
290 South Duffy Road
Butler, PA 16001
724-283-3430

Specifications, Instructions and Bid Documents

Solid Waste and Recycling Collection,
Removal and Disposal
January 1, 2019 – December 31, 2023

Butler Township Board of Commissioners
290 South Duffy Road
Butler, PA 16001
724-283-3430

Bids shall be received by 4:00 p.m., Monday, October 1, 2018

Instructions to Bidders

The proposal and bidding schedule are furnished in duplicate, one copy to be filled out, signed and submitted to the Office of the Manager, Township of Butler, 290 South Duffy Road, Butler, PA 16001 in accordance with the official legal advertisement.

Bid forms may be obtained from the Manager's Office and bids must be submitted on the official Butler Township forms and received at the Township Manager's Office, 290 South Duffy Road, Butler, PA 16001 no later than 4:00 p.m., Monday, October 1, 2018.

Each proposal shall be signed and accompanied by a certified check, cashier's check, postal money order, or bidder's bond drawn to the order of Butler Township. The bid bond amount shall be calculated in the amount of 10% of the bid price x 12 x 6,000 (estimated number of households) and the proposal shall be clearly marked on the outside of the envelope **SEALED BID FOR SOLID WASTE and RECYCLING COLLECTION.**

A Performance Bond covering the contract as specified shall be furnished by the successful bidder to the order of Butler Township. The amount for 2019 shall be the monthly bid amount x 12 months x 6,000 and is due within twenty (20) days after notification of the bid award. Performance Bonds for subsequent years and any extensions shall be calculated in the same manner and are due no later than December 1st prior to the year for which the bond applies.

The bid specifications include provisions for compliance with Pennsylvania Act 101 of 1988, Act 90 of 2002, and any amendments thereto.

The dumpsite must be approved by the Butler County Solid Waste Plan and a licensed site approved by the applicable State Regulatory Agency. Prior to bid award, the bidder must provide written proof of permission to dump at such site for the duration of the contract.

Solid waste as used throughout these specification's, shall mean garbage, refuse, rubbish and ashes.

The bidder's bond or approved deposit will be returned to the successful bidder upon signing of the contract and posting of the Performance Bond. The bidder's bond or deposit will be returned to all unsuccessful bidders within sixty (60) days after award of the contract.

It is understood by both the Township and the bidder that all bids offered meet the specifications unless the bidder states otherwise and it is further understood that the decision of the Township Commissioners or their duly authorized representatives, as to the quality of the bids of any items, will be final.

The bid will be awarded to the lowest responsible bidder based on the total monthly cost, per household for each of the five (5) years.

All bids must be submitted on the official Butler Township bid form with all unit prices.

The Township Commissioners reserve the right to disqualify bidders, reject any and all bids, or any portion of any bid for any reason whatsoever and to waive any technicalities.

Specifications

1. TERM OF CONTRACT AND EXCLUSIVE RIGHT

- a. The contractor will be granted the exclusive right or franchise to collect and remove all solid waste and the items designated by Butler Township to be recycled (recyclables) from all one and two family dwelling units (estimated to be 6,000 units), except from buildings that contain three (3) or more units, within the Township for a period of sixty (60) months from and after January 1, 2019 through December 31, 2023.
- b. The contract may be extended for three (3) additional years through December 31, 2026 by the Township's acceptance of **Addendum #1** at the time of bid award.

2. DEFINITIONS

- a. Contractor. For purposes of this agreement, the term contractor is used interchangeably with hauler, collector, and successful bidder.
- b. Solid waste, as used in these specifications, shall include all garbage, refuse, rubbish and ashes, including, but not limited to, all table and kitchen offals and waste, including cans or containers, broken dishes, glass, and chinaware, together with all paper containers in which such material may be wrapped or placed. The term rubbish, refuse and ashes shall consist of any and all items normally found around the household. Brush and tree limbs not in excess of three (3) inches in diameter and four (4) feet in length and placed in containers or tied in bundles, such bundle equivalent to one (1) bag.
- c. Recyclables, as used in these specifications, shall include:
 1. Aluminum and bimetal food and beverage containers,
 2. Plastic, recycle code 1 and 2, food and beverage containers (i.e., soda pop, milk, juice), and
 3. Newsprint and magazines.
 4. Cardboard.
- c. The Township Recycling Committee will evaluate economic conditions and changes in recycling technology and make semi-annual recommendations to the Board of Commissioners regarding the inclusion of glass as a recyclable material and will notify the contractor if such change is to be made.
- d. "DEP". The Pennsylvania Department of Environmental Protection, the regulatory agency responsible for enforcement of the Pennsylvania Solid Waste Management Act.
- e. "Contract Documents" shall mean and include the following documents all of which were available to the Contractor: (1) the advertisement for bids (I.e. the legal notice); (2) Instructions to Bidders; (3) Terms of Contract and Exclusive Right; (4) the Form of Proposal and (5) Addendum #1

3. EQUIPMENT

The contractor shall furnish all the necessary equipment and all the necessary labor required to collect and remove solid waste and recyclables. All services to be performed by the contractor shall be in a good, workmanlike and efficient manner, and all the solid waste and recyclables shall be removed in water tight containers or trucks and no solid waste or recyclables shall be dumped or deposited within the boundaries of Butler Township except at a facility, licensed by the applicable Regulatory Agency, or in accordance with the regulations and guidelines of the applicant Regulator Agency.

All vehicles involved in the collection of solid waste and recyclables shall have a model year no later than 2015 and no collection vehicle shall surpass 10 years of being in service. All collection vehicles shall have the contractor's name visible on both sides of the vehicle at a minimum.

All solid waste shall be disposed at a landfill approved by the Butler County Solid Waste Plan and licensed by the applicable State Regulatory Agency of the contractor's own choosing. The successful contractor shall certify in writing that the contractor has access to a site licensed by the applicable Regulatory Agency which will accommodate refuse anticipated from the Township for the life of the contract. Monthly bid amounts shall include all Act 101 and Act 90 fees.

The contractor shall transport the collected recyclable materials to a site or 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. (see Section 20, RECYCLING.)

4. SERVICE

- a. The Contractor shall provide at no charge a wheeled 90-gallon minimum solid waste cart with a tight fitting cover to each customer covered by this contract. The cart will have the Contractor's name on it and be clearly labelled as use for solid waste.
- b. All solid waste shall be removed from all one and two family residential dwelling units other than multi-family housing properties situated in the Township once each week during the life of the contract, provided the resident places the solid waste material at the curb or approved location. Weekly service shall consist of ONE (1) 90-gallon minimum cart and no more than TWO (2) 30-gallon individual bags of solid waste. Large items, e.g., furniture, may be placed separately at the curb, at an additional cost to be borne by the resident. The homeowner is responsible to notify the Contractor of large items for collection and adhere to the predetermined collection date as determined by the contractor.
- c. The Contractor shall provide at no charge a wheeled 90-gallon minimum recyclables cart with a tight-fitting cover to each customer covered by this contract. The cart will have the Contractor's name on it and be clearly labelled as use for recyclable materials. The Contractor shall collect and dispose of existing recycling bins in use by Butler Township customers.

- d. Recyclables shall be picked-up bi-weekly on the same day as solid waste. Recyclables shall be placed in the Contractor supplied cart at the curb site.

Solid waste at the curb shall be limited as noted below:

The Contractor is not required to pick up remodeling and construction materials, paving material, cement, stones, sand, dirt, broken concrete, concrete wash tubs and automobile parts – including tires, batteries, sod, liquid paint, flammable liquids, metal 55 gallon drums, metal grease drums and appliances containing chlorofluorocarbons. The Contractor may negotiate with the homeowner, for an additional charge, to remove the items outlined in this paragraph. It is the responsibility of the Contractor to notify residents which items will not be collected as part of regular service.

- e. The successful contractor will provide the following size containers and free weekly collection to include recyclables and their containers at the following sites:

<u>Location</u>	<u>Size of Container</u>
1. Butler Township Park – Duffy Road	2 containers up to 8 yard
2. Butler Township Road Department	up to 8 yard
3. South Butler Fire Hall	up to 8 yard
4. Lyndora Fire Hall	up to 8 yard
5. Mercer Road Fire Hall – Victor Road	up to 8 yard
6. Meridian Fire Hall	up to 8 yard
7. Township Building	up to 8 yard
8. Preston Park	up to 8 yard

- f. The contractor will provide a 30 yard roll off box at the Butler Township stockpile with no delivery charge and no daily charge. The township will be entitled to five (5) pick-ups per calendar year at no charge.
- g. Residents desiring rear yard service may have that option at an additional charge per month. However, the rear yard service shall be limited to no more than ONE (1) 90-gallon solid waste cart and ONE (1) 90-gallon cart for recyclables. Residents with disabilities or handicaps that provide satisfactory documentation to the hauler that they are physically unable to take waste to the curb will be provided rear yard service at no additional charge.
- h. At no extra cost to the resident, the collector shall pick up Christmas trees placed at curbside. Christmas tree collection will be from December 26th through January 31st. Trees that exceed seven (7) feet in length shall be cut so that no portion exceeds seven (7) feet in length.

5. e-Waste and Household Hazardous Waste Collection

- a. Contractor shall provide to residents an on-call door-to-door e-Waste and Household Hazardous Waste (“HHW”) collection, processing and disposal service during the term of this Contract and extensions thereof.

The e-Waste/HHW collection program shall be offered a minimum of FOUR (4) times per year on an on-call basis. Residents will be provided with a toll-free telephone number and hours of operation Monday-Friday.

Contractor shall supply Butler Township with proposed program specifications at the time of bid submission. Program specifics must include list of permitted/prohibited items for collection, scheduling containment bags/boxes, packaging requirements for customers, location requirements for containment bag/box collection, program’s compliance with DEP guidelines and licenses authorizing such program.

- b. No more than Three (3) televisions or monitors will be required to be collected from any residence on any single occasion.
- c. The collection of e-Waste/HHW from businesses is excluded
- d. Contractor agrees to assist Butler Township in advertising the particulars of this program and making educational fliers that promote the program and details what material(s) and items are eligible.

6. CHARGES

- a. General

The sole cost of collection, removal and disposal of solid waste and recyclable material will be collected from the **RESIDENTS** of the Township by the contractor on a quarterly basis to be billed and collected in advance of the service rendered. The contractor shall have the right to collect a service charge for late payments not to exceed \$5.00 (Five dollar) after thirty (30) days from due date. Due date shall be December 31st for services rendered in the first quarter, March 31st for service rendered in the second quarter, June 30th for services rendered in the third quarter, September 30th for services rendered in the fourth quarter, etc. Residents desiring rear yard service shall pay an additional charge and shall pay said amount for one (1) year rear yard service in advance which shall be paid on a quarterly basis in advance of the service rendered. Households identified as “vacant” shall not be billed for service.

- b. Senior Citizen Service

The contractor shall provide the following service:

Households owned, occupied, or leased by one or more senior citizens of Butler Township (65 years of age or older) will be entitled to ONE 90-gallon minimum solid waste cart which represents full weekly service and ONE recyclables cart

There shall be no limit on the number of Senior Citizens to be serviced under this contract.

It will be the responsibility of the Contractor to determine eligibility for senior citizen service and to bill those determined to be eligible for a proportionate amount of the current bid per household (150 gallons maximum) for the collection of one (1) 90-gallon minimum cart of solid waste disposal weekly and bi-weekly recycling collection based on the bid award.

The collector is responsible for notifying senior citizens of this pricing schedule.

7. LOCATION OF CONTAINERS

At the curb shall mean the side of any public road and shall also mean the side of a private road when there are two (2) or more houses on the private road and the private road is of sufficient width to enable the contractor's truck to travel the road and have the means to turn around within a roadway or driveway. For customers having rear yard service, the distance from the street to the point of pick up shall not be over 150 feet and for any distance over 150 feet, the collector and the customers may negotiate the fee to be charged for rear yard pick up. The containers to be picked up must be located outside for all rear yard service. If the collector is required to drive on private road(s), the owner(s) of the private road must waive damages should any damages occur as a result of the use of the road by the contractor's equipment.

8. HOURS

The collection and removal of solid waste and recyclable materials shall be effected on the same day of the week and will be picked up between the hours of 3:00 a.m. and 6:00 p.m., Monday through Friday, provided however, that in case a scheduled collection would provide for collection on a holiday, the collector may at his option either:

- a. add extra men and equipment and make up the lost day on the day immediately following the holiday (except Sunday) or
- b. reschedule all collections one (1) day later during the week of the holiday (except Sunday).

For the term of this agreement, the collector agrees that collection will be accomplished during the week in which the holiday is observed. The successful bidder shall notify the Township and residents in writing of scheduled holiday(s) when no pickup will occur and/or any changes in pickup schedule due to such holiday(s).

9. BONDS AND INSURANCE

The successful bidder shall furnish bonds and insurance, and proof of annual renewal of bonds and insurance, to Butler Township as follows:

- A. A performance bond for year 2019 shall be the monthly bid amount x 12 x 6,000. The Performance Bond for 2020, 2021, 2022 and 2023 and extensions thereof shall be calculated in the same manner as for 2019 and due no later than December 1st prior to the year for which the bond applies.
- B. Certificates of insurance covering worker's compensation as required by law.

- C. Certificates of public liability policies which shall contain limits of liability for:
1. Bodily injury of \$1,000,000 each occurrence, \$3,000,000 aggregate.
 2. Property damage of \$1,000,000 each occurrence, \$3,000,000 aggregate, and provide for, but not limited to, the following coverage:
 Comprehensive form
 Premises and operations
 Contractual liability (blanket or specific)
 Independent contractors
 3. Automobile liability:
 Comprehensive form
 Owned automobiles
 Hired automobiles
 Non-owned automobiles
- D. Butler Township shall be named as an additional insured on the Certificate of Insurance.
- The Certificate of Insurance shall contain unequivocal language that the policy cannot be canceled during the contract term without giving thirty (30) days written notice to the certificate holder.
- The individual who signs the Certificates of Insurance must be an authorized representative of the insurance company providing coverage.

10. LIABILITY

It is distinctly understood and agreed that the Township shall not be liable to the contractor, his heirs, executors, or assigns or to any other person for any other services rendered under this contract, it being the intent and purpose of these specifications that the contractor collect the amount due him from the person, corporation or firm serviced. It shall be understood and agreed that the contractor shall in no way be construed to be the agent, servant or employee of the Township in the performance of his contract.

11. REPORTS

- a. A representative of the contractor will be available by toll free telephone during the workday to receive any complaints, problems with service, or requests for service.
- b. Quarterly, the contractor shall furnish to the Township the number of tons of solid waste and recyclables removed, together with the number of dwelling units serviced for the previous quarter. The contractor shall also furnish before January 31st of each year the number of tons of solid waste, **number of tons by type of recyclables for each commercial**, industrial, institutional, and multi-family establishment within Butler Township for the previous year.
- c. On or before September 30th of each year, the contractor shall supply to the Township a complete list of all names and addresses currently being serviced in the Township.

12. NOTIFICATION

The contractor shall designate a time when solid waste and recyclable materials will be removed from each street and he shall also notify all of his customers of the terms of this contract and of the scheduled collection times and dates. Solid waste and recyclable materials shall be picked up on the same day.

13. ARBITRATION

Whenever any disputes arise between a homeowner and the contractor, the contractor shall be responsible to meet with Township Officials and the aggrieved party prior to arbitration. If the dispute is not settled, the contractor or the Township may then proceed to arbitration. In the event of any dispute concerning any of the provisions of this contract, the dispute shall be submitted to a Board of Arbitration, consisting of one (1) person selected by the contractor, one (1) person selected by the Township, and one (1) other person selected by the first two (2) appointees. Every effort shall be made to make a prompt determination of the dispute. Each party shall be responsible for the costs of their arbitrator and 50% of the costs of the neutral arbitrator.

14. TERMINATION

- A. In the event the contractor defaults in the performance of any of the covenants or agreements to be kept, done or performed by it under the terms of this agreement, the Township shall notify the contractor in writing of the nature of such default. Within five (5) days following such notice, the contractor shall correct the default.
- B. If the contractor fails to correct the default as provided above, the Township, without further notice, shall have all of the following rights and remedies which the Township may exercise singly or in combination:
 - 1. The right to declare that this agreement together with all rights granted contractor hereunder are terminated, effective upon such date as the Township shall designate;
 - 2. The right to rent or lease the equipment from contractor for the purpose of collecting, transporting and processing recyclables which contractor is obligated to collect, transport and process pursuant to this agreement, for a period not to exceed eighteen (18) months; in the case of equipment not owned by contractor, contractor shall assign to the Township to the extent contractor is permitted to do so under the instrument pursuant to which contractor possesses such equipment, the right to possess the equipment. Payment for expenses incurred by the Township in so doing shall be collected from the contractor or his bonding company.
 - 3. The right to license others to perform the services otherwise to be performed by contractor hereunder or to perform such services itself. Payment for expenses incurred by the Township in so doing shall be collected from the collector or his bonding company. Such operation with another collector shall not release the contractor from his liability to the Township for such breach of contract.

15. INSOLVENCY OF CONTRACTOR – TERMINATION OF AGREEMENT

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

16. ASSIGNMENT AND SUBCONTRACTING

The contractor shall not assign his contract or subcontract the work to be done unless written approval from the Township signed by officers authorized by the Commissioners shall first have been received.

17. OFFICE AND TELEPHONE FACILITIES

The contractor shall provide office and toll free telephone facilities by which the officials of the Township or any user of the service may communicate with him and shall have someone in constant daily attendance at said office between the hours of 8:30 a.m. and 4:30 p.m., except Saturdays, Sundays, and holidays. **The contractor shall provide to the Township the name and direct telephone number of the Manager of Customer Service and Route Supervisor for use by Township Officials.**

18. BIDDERS

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

19. Contract and Specifications

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

20. RECYCLING

- a. The cost of pickup and disposal of recyclable materials will be included in the hauler’s monthly charge for solid waste collection.
 - 1. Contractor shall select a site(s) for the separation, sale and disposal of recyclable items.
 - 2. Contractor shall separately weigh each of the recyclables collected.
 - 3. Contractor shall report to the Township the weight of each of the recyclable items and their combined weight no less than fifteen (15) days after the end of each calendar year.
 - 4. The contractor shall retain all the proceeds from the sale of recyclables.

- c. The contractor is responsible to pick up as recyclables only those recyclable items placed as specified in paragraph 2c of these specifications. Other items may be added as “Recyclables” upon mutual agreement of the Township and the Contractor.

21. LEAF COLLECTION

The contractor will provide for the collection and disposal of leaves on a predetermined schedule of two (2) weeks during the spring and four (4) weeks during the fall. All leaves are to be placed at curbside on the regular solid waste collection day. Leaves must be put in biodegradable paper bags. The contractor will deliver leaves to a site of the contractor’s choice in accordance with the requirements of the applicable regulatory agency. Costs for additional weeks of leaf collection, if necessary, will be upon mutual agreement of the Township and the contractor.

22. FRANCHISE FEE

The contractor will pay to Butler Township a franchise fee of 5% of gross revenues collected from residential solid waste and recyclables under this Contract. This franchise fee will be paid to the Township on a quarterly basis by the 30th day of the month following the quarter the revenues are collected and provide a gross receipts ledger demonstrating revenue collected for each payment.

NON-COLLUSION AFFIDAVIT

STATE OF _____)

SS:

COUNTY OF _____)

I state that I am _____ of _____
(Title) (Name of Firm)
and that I am responsible to 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 to refrain 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 complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussions with, or inducement from, any firm or persons to submit a complementary or other noncompetitive bid.

5. _____
(Name of my firm)
its affiliates, subsidiaries, officer, directors and employees are not currently under investigation by any governmental agency and have not in the last four 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 my firm)
understands and acknowledges that the above representations are material and Important, and will be relied on by Butler Township in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatements in this affidavit is and shall be treated as fraudulent concealment from Butler Township of the true facts relating to the submission of bids for this contract.

(Signature and Title)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____ 20____

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Bid

I/We agree to collect from all residents within Butler Township any and all solid waste and recyclable materials and to dispose of such solid waste and recyclables as specified herein:

1. Bid per month, per household for one (1) 90-gallon minimum cart and up to two (2) 30-gallon bags of solid waste disposal weekly and bi-weekly recycling pick-up at the curb and proper disposal for each dwelling unit for the following time periods:

\$ _____ per month **January 1, 2019 – December 31, 2019**

\$ _____ per month **January 1, 2020 – December 31, 2020**

\$ _____ per month **January 1, 2021 – December 31, 2021**

\$ _____ per month **January 1, 2022 – December 31, 2022**

\$ _____ per month **January 1, 2023 – December 31, 2023**

2. Bid for requested rear yard service option (paid annually) for the following time periods:

\$ _____ annually **January 1, 2019 – December 31, 2019**

\$ _____ annually **January 1, 2020 – December 31, 2020**

\$ _____ annually **January 1, 2021 – December 31, 2021**

\$ _____ annually **January 1, 2022 – December 31, 2022**

\$ _____ annually **January 1, 2023 – December 31, 2023**

Bidder _____

Address _____

_____ Telephone No. _____

Bidder's Signature _____

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 Dial Telephone Number of Contractor's General Manager _____

This is the official Butler Township bid form and must be completed and submitted with sealed proposals no later than 4:00 p.m., Monday, October 1, 2018. All Act 101 and Act 90 fees to be included in bid price.

Addendum #1

1. Bid per month, per household for one (1) 90-gallon minimum cart and up to two (2) 30-gallon bags of solid waste disposal weekly and bi-weekly recycling pick-up at the curb and proper disposal for each dwelling unit for the following time periods:

\$ _____ per month **January 1, 2024 – December 31, 2024**

\$ _____ per month **January 1, 2025 – December 31, 2025**

\$ _____ per month **January 1, 2026 – December 31, 2026**

2. Bid for requested rear yard service option (paid annually) for the following time periods:

\$ _____ annually **January 1, 2024 – December 31, 2024**

\$ _____ annually **January 1, 2025 – December 31, 2025**

\$ _____ annually **January 1, 2026 – December 31, 2026**