

QVCOG

Request for Bids

**Collection, Disposal, and Processing of
Municipal Solid Waste, Recyclable Materials, Household Hazardous
Waste and Electronic Waste**

**For the Contract Period
January 1, 2022 –December 31, 2026**

BIDS DUE AT 11:00 a.m. ON July 22, 2021

Bidders must submit pricing for all options.

Pre-Bid Meeting	July 2, 9:30 a.m.
Last Date to Submit Questions	July 9, 2021
Bids Due and Opening	July 22, 11:00 a.m.
Anticipated Award	August 19, 2021
Contract Services Begin	January 1, 2022
Bid Bond	10% of total bid for Option A and Option B Included with bid submission
Contract Signed	Included with bid submission
Performance Bond	December 1, 2021
Certificates of Insurance	December 1, 2021
Contract Deposit Fund	December 1, 2021
QVCOG Franchise Fee	15 th of first month following the previous quarter (April 15 , July 15, October 15, January 15)

TABLE OF CONTENTS

NOTICE TO PROSPECTIVE BIDDER	6
BID CHECKLIST	6
ACKNOWLEDGMENT OF ADDENDUM(S)	7
BID COVER SHEET	8
NON-COLLUSION AFFIDAVIT	9
Bid Form 1 Statement of Qualifications	10
Bid Form 2 Representative Municipal Collection Contracts in Past Five Years	13
Bid Form 3 - Equipment	14
Bid Form 4 - Facilities	16
Bid Form 5 Household Hazardous Waste and E-Waste Qualifications	17
Certification of Disposal Facility	18
Certification of Recycling Facility	19
DETERMINATION OF THE LOW BIDDER	20
Confirmation of Rates and Bid Bond Calculations	27
Bid Sheet for Rates and Services for Municipal Facilities and Locations	28
IMPORTANT INFORMATION FOR BIDDERS	29
Bidding Options For Service Scenarios	30
CONTRACTOR'S SIGNATURES	30
GENERAL SCOPE OF WORK	31
PROPOSAL PREPARATION	32
COST	32
PROPERTY OF THE QVCOG PARTICIPATING MUNICIPALITIES	32
PROCEDURE FOR PRE BID QUESTIONS AND COMMENTS	32
BID DUE DATE AND TIME	32
ALTERNATIVE BIDS	32
ARTICLES OF AGREEMENT	34
Specifications for Collection, Disposal and Processing	35
Section 1 Agreement - When To Be Signed	35
Section 2 Definition Of Parties	35
Section 3 Components Of Contract	35
Section 4 Scope of Contract	36
Section 5 Bidding Process	36
Section 6 Period Of Contract Length Of Agreement	38
Section 7 Contract Assignment	38
Section 8 Contractor Responsibilities.	39
Section 9 Contractor in Default	39
Section 10 Purpose and Intent	42
Section 20 Definitions	42

Section 30 General Scope Of Weekly Curbside Collection Services	46
Section 31 Collection Times, Frequency, and Schedule	47
Section 32 Route Schedules And Communication	47
Current Route Day Collection Schedule	48
Section 33 Customer Notification And Education	48
Section 34 Holiday Collections	49
Section 35 Items Acceptable For Curbside Collection	49
Section 36 Items Not Acceptable For Curbside Collection	49
Section 40 Public Facilities	50
Containers For Public Facilities	50
Section 50 Recyclables Collection	51
Section 51 Prohibition of Disposal of Recyclables	51
Section 60 Glass Recycling	51
Section 70 E-Waste And Hazardous Waste	51
Section 80 Additional Services:	54
Section 100 Background Information	54
Street Miles, Housing Units, Waste and Recycling Tonnage	54
Section 200 Disposal And Processing Sites	54
Section 300. Vehicle Specifications.	54
Section 301 Vehicle Maintenance and Inventory.	55
Section 302 Roadways with Vehicle Size Constraints.	55
Section 400 Spillage.	57
Section 500 Customer Service and Grievances	57
Section 501 Business Hours	57
Section 502 Route Supervision	57
Section 503 Service Disruptions Due to Weather	57
Section 504 Service Disruptions Non-Weather Related.	58
Section 505 Missed and Make-up Collections within the Contractor’s Control	58
Section 506 Complaints	59
Section 600 Employees/Agents	60
Section 700 Securities	60
Section 701 Bid Bond	60
Section 702 Performance Bond:	60
Section 703 Insurances	60
Section 704 Certificates of Insurance	61
Section 705 Contract Deposit Fund	61
Section 800 Indemnity	62
Section 900 Compliance With Law:	62
Section 1000 Acts of God	62
Section 1100 Allegheny County Solid Waste Plan	62
Section 1200 Nondiscrimination	62
Section 1300 Reports	62

Section 1400	Payment for Contract Services	63
Section 1401	Fuel Cost Adjustment Diesel	63
Section 1403	Petition for Unusual or Unanticipated Costs	64
Section 1500	Acts or Omissions and Liquidated Damages	65
Table of Acts or Omissions and Liquidated Damages		66

**QVCOG Participating Municipalities
Request for Bids
Collection and Disposal of Municipal Solid Waste and Collection and
Processing of Recyclables, HHW, and E-Waste
From Residential Housing Units and Municipal Facilities**

NOTICE TO PROSPECTIVE BIDDER

Enclosed is an invitation to bid issued by QVCOG Participating Municipalities
Please read all enclosed instructions and specifications carefully.

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

- 1. The proposal must be properly completed (in ink or typewriter);**
- 2. The proposal must be signed by an authorized contracting agent of your company;**
- 3. The proposal must be filed with QVCOG no later than 11:00 a.m. on July 22, 2021.**
- 4. The proposal must contain ALL of the required paperwork, which is organized in the specified order. Refer to the checklist that follows to assist you in your submission.**
- 5. All forms in the checklist must be completed and returned with your bid package or your bid will be automatically rejected.**

BID CHECKLIST

Bids must be organized and submitted in the following order described.	
	Sealed Envelope marked with the Company’s name , address, and the title “MUNICIPAL SOLID WASTE / RECYCLING/HHW/ E-WASTE BID”, containing one original and two copies of the proposal with the original signed in BLUE ink
	Bid Cover Sheet signed in BLUE Ink /sealed by the authorized contractor/bidder
	Acknowledgment Of Addendum(s)
	Non Collusion Affidavit Of Contractor
	Power of Attorney (if necessary)
	Bid Forms 1-5
	Certification of Disposal and Processing Facilities (Waste, Recycling,)
	Bid Sheet for Rates and Services for Option A and Option B
	Confirmation of Rates and Bid Bond Calculations
	Bid Sheet for Rates and Services for Municipal Facilities and Locations
	Articles of Agreement, signed in BLUE Ink and witnessed/sealed by a Notary Public
	Bid Bond

**One original and two copies of the bid and attachments must be delivered to
343 Eicher Road, Pittsburgh, PA 15237
no later than 11:00 a.m. on, July 22, 2021**

A mandatory Pre-Bid Meeting will be held on July 2nd at 9:30 a.m. The meeting will take place at the Kilbuck Municipal Building (343 Eicher Road, Pittsburgh, PA 15237). After the Pre Bid Meeting additional **QUESTIONS MUST BE SUBMITTED VIA EMAIL TO**
pconners@qvcog.org The words **COLLECTION BID QUESTIONS** should appear in the EMAIL SUBJECT LINE.
ALL QUESTIONS MUST BE RECEIVED NO LATER THAN JULY 9, 2021

Clarifications for items in the specifications and Responses to questions that create a change to the specifications will be sent to all prospective bidders who participated in the Pre-Bid Meeting and provided contact information.

Verifications and responses will be sent by the close of business on July 12, 2021.

ALL RESPONSES RESULTING IN CHANGES TO THE SPECIFICATIONS WILL BE CONSIDERED ADDENDUMS TO THE BID DOCUMENT

ACKNOWLEDGMENT OF ADDENDUM(S)

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

Addendum #__ **Date Issued**__

Name_____

Title_____

Signature_____

Date_____

Addendum #_____ **Date Issued**_____

Name_____

Title_____

Signature_____

Date_____

Addendum #_____ **Date Issued**_____

Name_____

Title_____

Signature_____

Date_____

BID COVER SHEET

QVCOG Participating Municipalities Bid for Collection Disposal and Processing of Municipal Solid Waste and Recyclables

Due: July 22, 2021 11:00 a.m.

Opening Date: July 22, 2021 11:01 a.m.

Estimated Award Date: August 19, 2021

Bid Bond: \$

10% OF TOTAL BID FOR OPTION A AND OPTION B

Performance Bond: \$ 100% OF YEAR ONE TOTAL

AUTOMATIC RENEWAL 100% OF CURRENT YEAR

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

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

In submitting this bid, the undersigned agrees that no Bid may be withdrawn for a period of seventy (70) days after the date of receipt of bids, and that all bids shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the QVCOG Participating Municipalities.

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

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

Include either Social Security or Federal Tax Identification Number: _____

NON-COLLUSION AFFIDAVIT

STATE OF: _____ COUNTY OF: _____

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

I state that:

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

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

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

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

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

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

Sworn to and Subscribed before me

Signature

This ____ day of _____, 2021

Name

(Notary Public)

Company Position

My Commission Expires:

BID FORM 1 STATEMENT OF QUALIFICATIONS

1. Name of Contractor: _____

Office Address: _____

Phone Number: _____

2. Company's Years in Business

2. Please identify the individuals at this location who will be directly responsible for oversight and supervision of the services provided under this contract.

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

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

Contractor's Primary Contact Person for Contract Implementation

(Circle the preferred method of communication shown below)

Name:

Mailing Address:

Direct Phone Line:

Mobile:

Fax:

Email:

Please note that the QVCOG Participating Municipalities also requires a route foreman who is present each service day until all route activity is completed.

The Contractor will provide the route supervisor's name and contact information – mobile phone and email address – one week prior to commencement of service.

BID FORM 2 REPRESENTATIVE MUNICIPAL COLLECTION CONTRACTS IN PAST FIVE YEARS

Municipality with Dates of Service	Contact	Phone or email	\$\$ Value of Contract

BID FORM 3 - EQUIPMENT

List the vehicle information for each service category. Indicate the number of each model and make listed; if not currently owned or on site, the date of delivery.

DO NOT PROVIDE THE COMPANY'S ENTIRE INVENTORY LIST OF VEHICLES.

Service Type	Number of vehicles proposed to be used	Currently Owned or Leased	If Not Currently Owned or Leased Anticipated Delivery Date
Municipal Solid Waste			
Recycle			

Describe Contractor's procedures to be used to deal with equipment breakdowns. Describe for pre-route breakdowns and while in-route. How/when will the QVCOG Participating Municipalities be notified? How/when will customers be notified if delays will occur? Are spare vehicles available to prevent interruption of service? Use additional pages or attachments, if necessary.

Describe Contractor's procedures to be used to deal with motor vehicle or other route accidents or incidents resulting in property damage or casualties. How/when will the QVCOG Participating Municipalities be notified? How/when will customers be notified if delays will occur? Use additional pages or attachments, if necessary.

Describe Contractor's procedures to be used to deal with spillage of waste or hydraulic oil spills.. How/when will the QVCOG Participating Municipalities be notified? Use additional pages or attachments, if necessary.

BID FORM 5 HOUSEHOLD HAZARDOUS WASTE AND E-WASTE QUALIFICATIONS

Contractor's bid must include the following information; failure to provide same shall render

Contractor's bid nonresponsive:

List Contractor's contracts that include HHW collection within the last five years

Municipality with Dates of Service	Contact	Phone or email	\$\$ Value of Contract

Identify all recycling, treatment/processing and disposal destinations Contractor will use for the acceptable materials collected from residents.

Attach Copy of (1) Pennsylvania (DEP) hazardous transporters license, (2) EPA ID Number,

CERTIFICATION OF DISPOSAL FACILITY

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

I acknowledge that _____ (Name of Firm/Facility) shall be responsible for disposing of Waste collected by _____ the Contractor under QVCOG Participating Municipalities' Contract.

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

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

I certify that the disposal system of _____ (Name of Firm/Facility) has sufficient capacity to receive, process, and dispose all materials collected during the period of the QVCOG Participating Municipalities Contract.

I understand and agree that _____ and the Contractor must have and provide to the QVCOG Participating Municipalities a contingency plan to avoid disruption of the program through a temporary shutdown.

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

Include either Social Security Federal Tax Identification Number: _____

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

CERTIFICATION OF RECYCLING FACILITY

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

I acknowledge that _____ (Name of Firm/Facility) shall be responsible for processing Recyclables collected by _____ the Contractor under the QVCOG Participating Municipalities' Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator, except for grossly contaminated materials or when approved by the QVCOG Participating Municipalities for materials whose markets are temporarily disrupted causing the materials to have no market outlets.

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

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

Aluminum cans,
Plastics # 1, 2,
Bi-metal cans,
Newsprint,

Magazines,
Multi grades of corrugated cardboard
Other mixed paper;

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

I agree that the QVCOG Participating Municipalities may visit and inspect _____ (Name of Firm/Facility) at any time given reasonable notice.

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

Include either Social Security Federal Tax Identification Number: _____

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

DETERMINATION OF THE LOW BIDDER

Consideration for award of the Contract will be based on the FIVE-YEAR TOTAL COMBINED COST for ALL SERVICES for 2022-2026 for OPTION A and OPTION B.

The QVCOG Participating Municipalities may collectively reject all bids for any reason whatsoever. Individual QVCOG Participating Municipalities may opt out of the bid with no impact on the contract agreement with the remaining participants.

Estimated units have been provided on the Bid Sheet for Rates and Services solely for calculation purposes of the bid and are not intended to represent actual service requirements. The units represent the current service levels, which could change.

The Total Combined Annual Cost is determined by adding together the total annual cost as calculated from the Bid Sheet for Rates and Services for years January 2022 thru December 2026.

The Base Collection Rate includes collection of municipal waste from Residential Units and Municipal Facilities and Locations.

Add on pricing must be included for QVCOG Participating Municipalities who select optional services including **weekly backyard waste collection, weekly recycling, every other week recycling, HHW and E-Waste**

For Option A QVCOG Participating Municipalities shall pay the contractor.

For Option B QVCOG Participating Municipalities' residents shall pay the contractor

That cost will be calculated as follows.

Base Collection Rate = Unit Cost Per Month x Number of Units = Total Cost Per Month x12 = Total Cost Per Year

Add-On Weekly Backyard Recycling = Unit Cost Per Month x Number of Units = Total Cost Per Month x12 = Total Cost Per Year

Add-On Weekly Curbside Recycling = Unit Cost Per Month x Number of Units = Total Cost Per Month x12 = Total Cost Per Year

Add-On EOW Curbside Recycling = Unit Cost Per Month x Number of Units = Total Cost Per Month x12 = Total Cost Per Year

Add On HHW & E-Waste = Unit Cost Per Month x Number of Units = Total Cost Per Month x12 = Total Cost Per Year

Add the Total Cost Per Year for each service for Years 1, 2, 3, 4 and 5:

- Total Cost Per Year 1
- Total Cost Per Year 2
- Total Cost Per Year 3
- Total Cost Per Year 4
- Total Cost Per Year 5
- _____
- **= TOTAL COMBINED COST 5 years**

Add the TOTAL COMBINED COST 5 years for

- **Base Collection Rate**
- **Add-On Weekly Backyard Waste (OPTION A ONLY)**
- **Add-On Weekly Curbside Recycling**
- **Add-On EOW Curbside Recycling**
- **Add On HHW & E-Waste**
- **= TOTAL COMBINED COST ALL SERVICES 5 YEARS**

There is a separate TOTAL COMBINED COST ALL SERVICES 5 YEARS for Option A and for Option B.

ADD THEM TOGETHER.

**Bid Sheet for Rates and Services
OPTION A Municipality Pays Contractor**

Estimated units have been provided on the Bid Sheet for Rates and Services solely for calculation purposes of the bid and are not intended to represent actual service requirements.

Weekly Curbside Waste Collection

Collection Service	Unit Cost	Units	Total Cost p/Month	Total Cost p/Year
Base Collection Rate Year 1	p/Month	5,073		
Base Collection Rate Year 2	p/Month	5,073		
Base Collection Rate Year 3	p/Month	5,073		
Base Collection Rate Year 4	p/Month	5,073		
Base Collection Rate Year 5	p/Month	5,073		
Total Combined Cost Base Collection Rate 5 years				

Weekly Backyard Waste Collection

Collection Service	Unit Cost	Units	Total Cost p/Month	Total Cost p/Year
Add on Unit Cost Backyard Waste Collection Year 1	p/Month	232		
Add on Unit Cost Backyard Waste Collection Year 2	p/Month	232		
Add on Unit Cost Backyard Waste Collection Year 3	p/Month	232		
Add on Unit Cost Backyard Waste Collection Year 4	p/Month	232		
Add on Unit Cost Backyard Waste Collection Year 5	p/Month	232		

Weekly Curbside Recycling				
Collection Service	Unit Cost	Units	Total Cost p/Month	Total Cost p/Year
Add On Unit Cost p/month Weekly Curbside Recycling Year 1	p/Month	658		
Add On Unit Cost p/month Weekly Curbside Recycling Year 2	p/Month	658		
Add On Unit Cost p/month Weekly Curbside Recycling Year 3	p/Month	658		
Add On Unit Cost p/month Weekly Curbside Recycling Year 4	p/Month	658		
Add On Unit Cost p/month Weekly Curbside Recycling Year 5	p/Month	658		
Total Combined Cost Weekly Curbside Recycling 5 years				

EOW Curbside Recycling				
Collection Service	Unit Cost	Units	Total Cost p/Month	Total Cost p/Year
Add On Unit Cost p/month EOW Curbside Recycling Year 1	p/Month	4,418		
Add On Unit Cost p/month EOW Curbside Recycling Year 2	p/Month	4,418		
Add On Unit Cost p/month EOW Curbside Recycling Year 3	p/Month	4,418		
Add On Unit Cost p/month EOW Curbside Recycling Year 4	p/Month	4,418		
Add On Unit Cost p/month EOW Curbside Recycling Year 5	p/Month	4,418		
Total Combined Cost EOW Curbside Recycling 5 years				

HHW AND E-WASTE				
Collection Service	Unit Cost	Units	Total Cost p/Month	Total Cost p/Year
Add On Unit Cost p/month HHW & E-Waste Year 1	p/Month	4418		
Add On Unit Cost p/month HHW & E-Waste Year 2	p/Month	4418		
Add On Unit Cost p/month HHW & E-Waste Year 3	p/Month	4418		
Add On Unit Cost p/month HHW & E-Waste Year 4	p/Month	4418		
Add On Unit Cost p/month HHW & E-Waste Year 5	p/Month	4418		
Total Combined Cost Weekly Curbside Recycling 5 years				

OPTION A Total Combined Cost All Services 5 years	OPTION A

**Bid Sheet for Rates and Services
OPTION B Resident Pays Contractor**

Estimated units have been provided on the Bid Sheet for Rates and Services solely for calculation purposes of the bid and are not intended to represent actual service requirements.

Weekly Curbside Waste Collection

Collection Service	Unit Cost	Units	Total Cost p/Month	Total Cost p/Year
Base Collection Rate Year 1	p/Month	5,111		
Base Collection Rate Year 2	p/Month	5,111		
Base Collection Rate Year 3	p/Month	5,111		
Base Collection Rate Year 4	p/Month	5,111		
Base Collection Rate Year 5	p/Month	5,111		
Total Combined Cost Base Collection Rate 5 years				

Weekly Curbside Recycling

Collection Service	Unit Cost	Units	Total Cost p/Month	Total Cost p/Year
Add On Unit Cost p/month Weekly Curbside Recycling Year 1	p/Month	600		
Add On Unit Cost p/month Weekly Curbside Recycling Year 2	p/Month	600		
Add On Unit Cost p/month Weekly Curbside Recycling Year 3	p/Month	600		
Add On Unit Cost p/month Weekly Curbside Recycling Year 4	p/Month	600		
Add On Unit Cost p/month Weekly Curbside Recycling Year 5	p/Month	600		
Total Combined Cost Weekly Curbside Recycling 5 years				

EOW Curbside Recycling				
Collection Service	Unit Cost	Units	Total Cost p/Month	Total Cost p/Year
Add On Unit Cost p/month EOW Curbside Recycling Year 1	p/Month	4,511		
Add On Unit Cost p/month EOW Curbside Recycling Year 2	p/Month	4,511		
Add On Unit Cost p/month EOW Curbside Recycling Year 3	p/Month	4,511		
Add On Unit Cost p/month EOW Curbside Recycling Year 4	p/Month	4,511		
Add On Unit Cost p/month EOW Curbside Recycling Year 5	p/Month	4,511		
Total Combined Cost Weekly Curbside Recycling 5 years				

HHW AND E-WASTE				
Collection Service	Unit Cost	Units	Total Cost p/Month	Total Cost p/Year
Add On Unit Cost p/month HHW & E-Waste Year 1	p/Month	2,200		
Add On Unit Cost p/month HHW & E-Waste Year 2	p/Month	2,200		
Add On Unit Cost p/month HHW & E-Waste Year 3	p/Month	2,200		
Add On Unit Cost p/month HHW & E-Waste Year 4	p/Month	2,200		
Add On Unit Cost p/month HHW & E-Waste Year 5	p/Month	2,200		

Total Combined Cost Weekly Curbside Recycling 5 years

OPTION B Total Combined Cost All Services 5 years

OPTION B

CONFIRMATION OF RATES AND BID BOND CALCULATIONS

The combined total annual cost of Option A and Option B will determine the low bidder.

OPTION A TOTAL COMBINED COST ALL SERVICES 5 YEARS

= \$ _____

FIGURE _____ DOLLARS AND _____ CENTS
WORDS _____ WORDS

OPTION B TOTAL COMBINED COST ALL SERVICES 5 YEARS

= \$ _____

FIGURE _____ DOLLARS AND _____ CENTS
WORDS _____ WORDS

Lowest Responsible Bidder

OPTION A PLUS OPTION B TOTAL COMBINED COST ALL SERVICES 5 YEARS

= \$ _____

FIGURE _____ DOLLARS AND _____ CENTS
WORDS _____ WORDS

Calculation of Bid Bond

The Bid Bond shall be calculated on 10% of the TOTAL COMBINED COST for ALL SERVICES 5 YEARS FOR OPTION A and OPTION B.

BID BOND = \$ _____

FIGURE _____
_____ DOLLARS AND _____ CENTS
WORDS _____ WORDS

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

DATE: _____ Company _____ Name _____

Signature of Responsible Party

Please print name and Title

Bid Sheet for Rates and Services for Municipal Facilities and Locations

Provide pricing for the Dumpster and Roll-Off Service for public locations and facilities designated by the QVCOG Participating Municipalities in Section 40

Flat Rate p/month	Weekly	2x Weekly	EOW
2 cubic yards			
4 cubic yards			
6 cubic yards			
8 cubic yards			
Price per pull			
30 cubic yard roll-off on-call			
30 cubic yard roll-off lined for street sweepings on-call			
20 cubic yard roll-off with domed top and sliding doors for recycling on-call			

IMPORTANT INFORMATION FOR BIDDERS

Contractor's submitting bids should read the following instructions and follow them closely. Failure to do so may result in a bid's disqualification.

A Contractor who submits a bid does so without recourse against the QVCOG Participating Municipalities, its staff or contractors for either rejection by the QVCOG Participating Municipalities or failure to execute an agreement with such Bidder.

The QVCOG Participating Municipalities reserves all rights in accordance with the requirement of the laws of the Commonwealth of Pennsylvania without qualification, including but not limited to the following:

To select any proposal

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

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

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

To obtain clarification from Contractors concerning the contents of their bid

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

All bids must follow the format as prescribed on the Bid Checklist and on all Bid Forms included in the QVCOG Participating Municipalities' Request for Bids.

Bidding Options For Service Scenarios

Each Contractor who submits a bid shall submit costs for each of the service scenarios described below. These services are referenced as OPTION A and OPTION B throughout the bid specifications and accompanying documents when they have a direct and varying impact on a specific section or condition. No additional alternative service or billing options shall be submitted by bidders. The QVCOG will reject bids that do not provide costs for both service scenarios. The QVCOG will reject bids that contain alternates and options not described within or listed on the bid sheet.

OPTION A Municipality Pays Contractor

OPTION B-Resident Pays Contractor

For one flat rate per unit, the Base Collection Rate, the Contractor will provide weekly collection, processing and disposal services for Municipal Solid Waste generated from Residential Units

For an additional fee added on to the Base Collection Rate the Contractor will provide the following services selected by each QVCOG Participating Municipalities.

- Weekly Backyard Waste Collection (Option A Only)
- Weekly Curbside Recycling Collection
- Every Other Week Curbside Collection
- HHW and Ewaste Collection

Recycling will be collected curbside either weekly or every other week based on each QVCOG Participating Municipalities choice.

Household Hazardous Waste and Electronic Waste will be collected on-call as scheduled between the Contractor and the resident.

CONTRACTOR'S SIGNATURES

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

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

GENERAL SCOPE OF WORK

This Request For Bids ("RFB"), designated as COLLECTION, DISPOSAL AND PROCESSING OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS, was prepared for and on behalf of QVCOG and the QVCOG Participating Municipalities.

These specifications and addenda, along with bid forms, certifications, information, attachments submitted by the Contractor in the bidding process and provisions of the QVCOG Participating Municipalities which shall also be incorporated herein by reference, shall become and are incorporated into the Contract.

Article, Section and Subsection headings in these specifications are for reference purposes only and are inserted as a matter of convenience and in no way define, limit, extend or describe the scope or intent of the Specification or Contract Agreement.

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

MUNICIPAL SOLID WASTE

The Municipal Solid Waste is generated within the geographic boundaries of QVCOG participating municipalities by residential households, which include single-family detached units and multifamily dwellings with three or less attached units, municipal offices, recreational, and other designated public facilities. Single and multifamily residential households will place all waste in bags not to exceed 40 pounds, before putting the waste into another Container. Large Items which are too large to fit into a Container or bag and which do not meet the definition of Bulky Item may be placed at the curb for collection. One Bulky Item per unit per week may be placed at the curb for collection.

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

RECYCLABLES

The Recyclables are generated by single and multifamily residential households with three or less attached units, municipal offices, recreational, and other designated public facilities.

- A. The Contractor must collect, at a minimum, the following materials: aluminum bottles and cans, tin and bi-metal cans and #1 & #2 plastic bottles, jugs and jars primarily consisting of HDPE and PET containers, newsprint including all types of inserts delivered in subscription and promotional newspapers and similar periodicals, and magazines, corrugated cardboard and paperboard.
- B. There are three options for recycling
 - a. Weekly Curbside
 - b. Every Other Week Curbside
 - c. Weekly Backyard Recycling (OPTION A ONLY)
- C. The Contractor shall use a single stream (fibers commingled with bottles & cans) collection method. Information distributed to the residents must provide explicit instructions on how materials should be prepared for collection.

Recyclables will be collected from Recycling Bins and transported by the Contractor utilizing the Contractor's vehicles. Recyclables will be delivered directly to the processing facility(ies) identified by the Contractor in the Bid Documents. Recyclables may be consolidated at a PADEP permitted receiving and transfer station or

landfill for delivery to the designated processing facility(ies), provided there is a delineated area for this purpose. All labor, facilities, other equipment, and services required to collect, receive, and consolidate will be provided by the Contractor.

PROPOSAL PREPARATION

COST

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

PROPERTY OF THE QVCOG PARTICIPATING MUNICIPALITIES

All proposals submitted shall become the property of the QVCOG Participating Municipalities.

PROCEDURE FOR PRE BID QUESTIONS AND COMMENTS

Pre-bid questions must be submitted via email to **Patrick Conners** at pconners@qvcog.org

All questions must be received no later than July 9, 2021. The words “Collection Bid Questions” should appear in the email subject line. The QVCOG Participating Municipalities will accept no questions and will provide no answers via telephone or in person.

BID DUE DATE AND TIME

Bids must be filed no later than 11:00 a.m. on July 22, 2021

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

**Attn: Executive Director
Quaker Valley Council of Governments
343 Eicher Road
Pittsburgh PA 15237**

The QVCOG Participating Municipalities will not accept responsibility for any bid received late due to delays in any form of delivery service used by the Bidder. Electronically transmitted proposals will **not** be accepted.

ALTERNATIVE BIDS

Bidders must submit rates for all services and options as described in the Service Specifications. Bids for alternatives not provided for in the Request for Bids, and related documents will be rejected. Bids that do not provide a cost for each option will be rejected.

TIME OF BID OPENING –

The separate and sealed bids or proposals will be received upon the QVCOG Participating Municipalities’ bid forms at the Office of the Quaker Valley Council of Governments until 11:00 a.m., July 22, 2021, and will be opened immediately thereafter.

BLANK BID FORMS

All bids shall be made on the blank bid forms provided for that purpose. The Bid Sheet for Rates and Services for OPTION A, and for OPTION B shall give the price of each item or service required by the specifications. Bidders must give a price for the Base Collection rate and every add-on service. The Bid Cover Sheet shall be signed, in Blue ink, by the prospective Contractors with the prospective Contractors business address or addresses and shall also contain the full name of all persons interested with the prospective Contractors. In

signing the proposal, the Contractor shall give the individual, as well as the firm or corporate name. Copies of the printed form of proposal may be obtained from **Patrick Conners, Executive Director**, at pconners@qvcog.org, **Quaker Valley Council of Governments, 343 Eicher Road, Pittsburgh PA 15237 412.766.7458**

ALTERATIONS/CORRECTIONS.

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

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

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

Secretary, Treasurer, Assistant Secretary or Assistant Treasurer.

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

- II. *PARTNERSHIP* - At least one (1) of the partners.
- III. *SOLE PROPRIETORSHIP* - The individual owner.
- IV. *BUSINESS OPERATING UNDER A FICTITIOUS NAME* - Entities operating a business under a Fictitious Name must execute the contract in the name of the entity trading and doing business as the Fictitious Name.

ARTICLES OF AGREEMENT

The Contractor agrees, under the conditions set forth in a bond, which is attached and made a part of this Agreement, to furnish all necessary materials, labor, plant, machinery and equipment, and at its own risk and expense, and to complete such work and/or furnish such materials, for the prices as shown on the attached proposal. For the purpose of this Agreement, the Bid Document and its addendums, issued by the QVCOG Participating Municipalities, including such instructions, specifications, and/or conditions of agreement; and also the proposal submitted by the Contractor including the forms, narratives and any Exhibits; all of which are attached hereto, shall comprise the full and complete understanding between the Contractor and QVCOG Participating Municipalities.

MADE AND ENTERED INTO, this _____ day of, 2021 by and between QVCOG Participating Municipalities and the Contractor.

A signature page for each municipality with their selected services and their resolution to award the contract will be attached.

MUNICIPALITY

Council/Board President

Signature Date

Mayor

Signature Date

Manager

Signature Date

WITNESSED:

AND

Company _____

Authorized Contractor _____

Signature of Authorized Contractor _____

Date _____

NOW, THEREFORE, THIS AGREEMENT WITNESSED: _____

Notary Public

Signature
My Commission expires

State of _____

County of _____

SPECIFICATIONS FOR COLLECTION, DISPOSAL AND PROCESSING

Section 1 Agreement - When To Be Signed

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

Section 2 Definition Of Parties

DEFINITION OF MANAGER – The term Manager refers to the designated representatives from each of the QVCOG Participating Municipalities who will administer the contract. It is agreed by the parties to this contract, that wherever the word “Manager” occurs in the contract, it will be considered as referring to the QVCOG PARTICIPATING MUNICIPALITIES.

DEFINITION OF QVCOG PARTICIPATING MUNICIPALITIES – the members of the Quaker Valley Council of Governments listed in Section 40 Definitions that have agreed to jointly issue a solicitation to procure with the intent of executing a contract for waste and recycling services.

DEFINITION OF CONTRACTOR - It is agreed by the parties hereto that wherever the word “Contractor,” or the pronoun(s) in place thereof are used in this contract, they are to be considered as referring to and meaning the contracting party or parties, or such party or parties seeking to enter into a contract with the QVCOG Participating Municipalities as the case may be, or the legal representatives of such party or parties.

Section 3 Components Of Contract

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

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

The agreement shall become binding upon the formal acceptance of the prospective Contractor’s bid by the QVCOG Participating Municipalities as evidenced by the QVCOG Participating Municipalities’ execution of the Agreement

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

Section 4 Scope of Contract

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

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

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

Section 5 Bidding Process

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

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

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

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

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

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

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

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

AWARD - Award shall be made to the lowest *responsible* bidder on a low total basis. Bidders should be mindful that the lowest-priced bidder may not be the lowest *responsible* bidder.

Consideration for award of the Contract will be based on the TOTAL COMBINED COST FOR ALL SERVICES 5 YEARS OF OPTION A and OPTION B.

The QVCOG Participating Municipalities may reject all bids for any reason whatsoever.

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

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

NOTICE OF AWARD - Regardless of any notification of award to any prospective Contractor, all bids remain open and acceptable by the QVCOG Participating Municipalities for ninety (90) days from the bid opening date. Nothing in this paragraph is to be considered a waiver of the QVCOG Participating Municipalities' rights against a prospective Contractor who fails to execute a contract once it is awarded.

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

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

Section 6 Period Of Contract Length Of Agreement

It is agreed that this contract shall be in effect for the term beginning on the date on which it is countersigned by the Officers of QVCOG Participating Municipalities and expiring in 5 years on the 31st day of December 2026.

ABILITY TO EXTEND –QVCOG Participating Municipalities, at its sole discretion, reserves the right to extend this contract:

(a) for up to 90 (ninety) days after the indicated expiration date as described in this contract. This mechanism would be utilized in the event that a lapse in the current contract occurs before a new contract can be established for the goods or services indicated on the contract.

(c) When applicable, an extension notice will be issued defining the exact extension of the contract; all other terms and conditions of the extended contract will remain in full force and effect.

Section 7 Contract Assignment

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

ASSIGNMENT SUBCONTRACTING – If the Contractor intends to subcontract any part of the services required under this contract, the Contractor must specify the parts and identify the subcontractor. The Contractor must identify the subcontractor and supply the qualifications and experience specific to that subcontractor in each segment of the proposal and on all areas on the proposal forms. The QVCOG Participating Municipalities will not issue any monies directly to subcontractors, even if the QVCOG Participating Municipalities is aware of and approved use of the subcontractor. The Contractor shall not assign any part of this contract without the knowledge and written consent of QVCOG Participating Municipalities. The Contractor shall not assign any right to monies to be paid hereunder by the QVCOG Participating Municipalities. It is further agreed that no subcontract, if consented to, shall under any circumstances relieve the Contractor of any liabilities and obligations under this Contract, and should any subcontractor fail to perform the work undertaken in a satisfactory manner, such subcontract must be terminated immediately and ended by the Contractor upon notice of the Manager to do so.

Section 8 Contractor Responsibilities.

The Contractor shall be responsible for:

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

Section 9 Contractor in Default

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

- 1) Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to the QVCOG participating municipalities , to have abandoned the work, or to be unable to resume collections within forty-eight hours;
- 2) Has failed on three or more occasions of three (3) consecutive business days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Contract; except as provided in Section 503;
- 3) Is unable to accept, for any period of time, Recyclables for processing and as a result of such non-acceptance, collection of Recyclables is suspended; or
- 4) Repeatedly neglects, fails, or refuses to comply with any of the material terms of the Contract, after having received notice of its obligation to do so.

To initiate proceedings under this Section, the QVCOG participating municipalities shall give notice to the Contractor and its surety of the location, time, and date within the following seven

calendar days of a public hearing at which the Contractor may show cause why it should not be declared in default.

In the event the Contractor fails to show, to the satisfaction of the QVCOG participating municipalities, why the Contractor should not be declared to be in default of this Contract and QVCOG participating municipalities may make such declaration.

In declaring the Contractor to have defaulted on the Contract, the QVCOG participating municipalities also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the QVCOG participating municipalities pursuant to Section 301 hereof, for the purpose of completing the work under the Contract; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance bond fails to assume or continue performances within 48 hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the QVCOG participating municipalities to use all, or whatever portion is desired by the QVCOG participating municipalities, of the materials and equipment described on the most recent inventory submitted to the QVCOG participating municipalities pursuant to Section 301 hereof, for collection and processing purposes for a period of up to six months following the date of the declaration of default by the QVCOG participating municipalities without requiring the QVCOG participating municipalities to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the QVCOG participating municipalities to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the QVCOG participating municipalities pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the QVCOG participating municipalities be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the QVCOG participating municipalities' interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.

In the event the QVCOG participating municipalities secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the QVCOG participating municipalities shall retain such difference; but in the event such cost to the QVCOG participating municipalities is greater, the Contractor and its

surety shall be liable for and pay the amount of such excess to the QVCOG participating municipalities .

All payments due the Contractor at the time of default, less amounts due the QVCOG participating municipalities from the Contractor, shall be applied by the QVCOG participating municipalities against damages suffered and expense incurred by the QVCOG participating municipalities be reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the QVCOG participating municipalities provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

Commitment of Equipment

Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 301 for use in the performance of this Contract (called "such property") shall be available for use in collecting Solid Waste, Yard Waste and Recyclables in the Collection Area, and shall be available for use in processing Yard Waste and/or Recyclables for the duration of this Contract. When provided, this Section applies to the replacement and substitute.

For the duration of this Contract, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

- 1) Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
- 2) In event the Contractor is in default and the surety on the Contractor's performance bond fails to assume or continue performance within 48 hours after notice to do so, allow the QVCOG participating municipalities to use without further documentation all or a portion of such property, at the QVCOG participating municipalities ' discretion, for a period of up to six months following the date of the Contractor's declaration of default, to provide such collection services on the condition that the QVCOG participating municipalities pays to the Contractor's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
- 3) Exempt the QVCOG participating municipalities from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the QVCOG participating municipalities ' interim usage; and
- 4) Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the QVCOG participating municipalities and surety on the Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections 1), 2) and 3) of this Section.

To assure compliance with this Section, the Contractor shall submit to the QVCOG participating municipalities for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The QVCOG participating municipalities' approval shall not be unreasonably withheld.

Section 10 Purpose and Intent

The QVCOG Participating Municipalities intends to engage the Contractor to collect Municipal Solid Waste, Large Items, Bulky Items, Recyclable Materials and Household hazardous Waste and Electronic Waste subject to the actual award of services from all single-family homes, and all multifamily dwellings with 3 or less attached units within the QVCOG Participating Municipalities.

Section 20 Definitions

ALUMINUM CANS shall mean empty all aluminum beverage and food containers.

BACKYARD SERVICE means a location at which the Contractor must walk or drive a distance no more than 150 feet beyond the curbside to retrieve material for collection.

BAGS shall mean plastic sacks designed to store garbage with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 40 lbs.

BI-METALLIC CANS shall mean empty food and beverage containers consisting of ferrous sides and bottom and aluminum top.

BULKY ITEMS shall mean large household appliances such as stoves, refrigerators, washing machines, furniture and furnishings and plumbing fixtures. chairs, tables, armoires, chests, headboards, couches, cabinets and dressers, and other items as agreed by the parties. It shall also mean mattresses and boxed springs provided they are covered in special bags made for that purpose, Pianos, organs, spas, hot tubs, and furnaces will be excluded from the definition of bulk waste.

COMMERCIAL ESTABLISHMENTS shall mean those properties used primarily for commercial, multi-family apartments of more than four units or industrial purposes.

CONSTRUCTION WASTE shall mean lumber, roofing material, sheathing, rubble, broken concrete, plaster and brick, conduit, pipe, wire, insulation and similar material which results from a construction, demolition or remodeling process.

CONTAINER shall mean a receptacle with a capacity of greater than 10 gallons but less than 35 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 vectors. 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 60 pounds.

CONTRACT DOCUMENTS shall mean the request for proposals, instructions to bidders, contractor's proposals, general specifications, the contract performance bond and

any addenda or changes to the foregoing documents agreed to by the QVCOG Participating Municipalities and the Contractor.

CONTRACT YEAR shall mean the initial contract year beginning with the award of the bid to the successful bidder and terminates twelve (12) months later. Succeeding contract years run for twelve (12) consecutive months each.

CONTRACTOR shall mean the person, persons, firm or corporation determined to be the lowest responsible bidder to whom a contract to collect, haul, and dispose of garbage, rubbish, bulky waste, and recyclable materials for single family residential dwelling units in the QVCOG Participating Municipalities has been awarded by the Councils of the QVCOG Participating Municipalities.

CORRUGATED PAPER shall mean that material consisting of two or more pieces of kraft liner separated by corrugated (fluted) liner board. Excluded are materials without a corrugated inner liner, and those materials with a corrugated liner made from rice or other non-wood-based materials.

COUNTY shall mean the County of Allegheny and its regulatory agencies.

CURB – CURBSIDE shall mean the point not more than five (5') feet from the back of that portion of the right-of-way adjacent to paved or traveled QVCOG Participating Municipalities roadways. or in areas where there are paved public alleys accessible to collection vehicles not more than five (5') feet from the alley.

CURBSIDE COLLECTION shall mean items placed at the curb and clearly visible to the Contractor. In areas where there is no curb, this definition refers to the edge of the traveled roadway so long as its placement of items does not impede vehicular or pedestrian traffic or create hazards to vehicles or persons traveling in this area.

Items for collection are to be placed at the curb, or at a point not further than five feet (5') from the back of the curb. In areas where there are no curbs, the term shall refer to items placed no further than five feet (5') from the edge of the traveled roadway. In areas where there are paved alleys, the terms shall refer to the collection of items from the alley rather than the street. Items shall be placed no more than five feet (5') from the traveled alley roadway

DISPOSAL SITE shall mean a municipal solid waste depository including but not limited to sanitary landfills, resource recovery facilities, 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 garbage, refuse, bulky waste and dead animals for processing or final disposal.

DWELLING UNIT shall mean any room or group of rooms located within a building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating by one family.

ELECTRONIC WASTE shall mean televisions, computers, monitors, and other electronic discards regulated under the Covered Device Recycling Act (CDRA) as amended or applicable replacement legislation that should be enacted during the term of this Contract.

FERROUS CANS shall mean empty steel or tin food or beverage containers, paint cans.

GARBAGE shall mean all rubbish and animal and vegetable matter which was used for human consumption, every accumulation of waste, (animal, vegetable and/or other matter) that results from the preparation, processing consumption, of food. The term “garbage” shall mean mixed waste fragments resulting from the use and occupancy of the premises, including but not limited to rags, paper and packaging materials, glass, crockery, bottled, tin cans, Source separated recyclables are not included in the definition of garbage, or rubbish. “Garbage” shall not include “bulky waste, and construction waste.”

GROSS CONTAMINATION For the purpose of recycling under this contract, gross contamination includes liquids, food, feces, carcasses, organic matter, other putrescible waste, items used for personal hygiene, chemicals, and other materials that through direct contact can destroy the value of recyclable materials making further sorting and processing prohibitive.

GROSSLY CONTAMINATED A recycling bin in which more than 25% of its total contents include a combination of 1) materials not specified by the QVCOG Participating Municipalities to be separated for recycling, 2) bagged recyclables 3) materials rendered nonrecyclable by direct contact with moisture, residue and debris from gross contamination 4) gross contamination.

HAZARDOUS WASTE shall mean waste which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or the Pennsylvania Department of Environmental Resources by or pursuant to Federal or State law. For purposes of this Contract the term “Hazardous Waste” shall include motor oil and lead acid vehicle batteries.

HOUSEHOLD HAZARDOUS WASTE means any Waste from Residential Units that would be subject to regulation as Hazardous Waste if it were not from residents including but not restricted to solvents, glues, cleaners, paints and finishes, asphalt sealers, gasoline, diesel, kerosene, pesticides, lawn and garden chemicals, poisons, propane tanks, roofing tar, pool chemicals, lubricating oil, batteries, and automotive fluids, but does not include PCB waste, radioactive materials, explosives, fireworks, pathological wastes, or ammunition.

INDUSTRIAL AND COMMERCIAL WASTE shall mean any material or substance which is a waste by-product of the industrial or commercial process and shall include packaging materials and equipment used in the delivery or shipment of goods to or from the industrial or commercial site.

INSTITUTIONAL ESTABLISHMENT shall mean those facilities that house or serve groups of people, e.g. hospitals, schools, nursing homes.

LARGE ITEMS shall include items with an individual weight no greater than that allowed for a bag and that are too large to be placed in a Container, Cart or inside of a 32 gallon bag, and which do not meet the definition of a bulk item. These items include lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight and compactable nature.

MUNICIPAL SOLID WASTE Any garbage, rubbish, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material,

resulting from operation of residential, municipal, commercial or institutional establishments and from community activities and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source-separated recyclable materials

NEWSPAPERS shall mean paper of the type commonly referred to as newsprint and distributed, at fixed intervals, having printed; hereon news and opinions, containing advertisements and other matters of public interest. For recycling purposes, this expressly excludes newspapers which have been soiled.

PAPER – Corrugated and pressed cardboard cartons, paperboard boxes, white office paper, colored office paper, computer paper, magazines, newspaper, newspaper advertising inserts, junk mail, catalogs, phone books, paperbound books, colored construction paper, coupons and receipts, paper bags and shopping bags.

PERSON shall mean any natural person, association, partnership, firm or corporation.

PLASTIC CONTAINERS shall mean #1 and #2 post-consumer plastic bottles, jugs, and jars as stipulated by the QVCOG Participating Municipalities.

QVCOG PARTICIPATING MUNICIPALITIES shall mean the members of the Quaker Valley Council of Governments that have agreed to jointly issue a solicitation to procure with the intent of executing a contract for waste and recycling services. They include: Aleppo Township, the Borough of Avalon, the Borough of Bellevue, the Borough of Ben Avon, Edgeworth Borough, Emsworth Borough, Glenfield Borough, Kilbuck Township, Leet Township, Glen Osborne Borough, and Sewickley Borough in the County of Allegheny, Commonwealth of Pennsylvania..

RECYCLABLE MATERIALS/RECYCLABLES shall mean those materials specified by the municipality to be recycled. The materials shall be collected on a weekly basis and the list of materials for the purpose of this contract shall be as follows: Aluminum Cans, Bi-Metallic Cans, Plastic Containers, Paper. The types of materials to be collected shall be subject to change during the life of the contract upon the written consent of both the Contractor and the QVCOG Participating Municipalities.

RECYCLING shall mean the separation, collection, processing, recovery, and resale or reuse of metals, glass, paper, plastics and other materials which would otherwise be disposed of as solid waste as determined by the State of Pennsylvania.

RUBBISH shall mean all non putrescible solid waste whether combustible or not, crockery, rags , broken glass, crockery, containers for non-edible products used in the home, leather, rubber, plastics, and other general small household refuse. paper, grass cuttings, and waste materials not defined as “garbage.”, but excluding bulky waste, hazardous waste, construction debris and source separated recyclables.

RESIDENTIAL UNITS shall mean all single family dwelling units, duplexes, condominiums and multi-family residential dwellings with three or less attached units and the following locations with more than three attached units.

Township of Aleppo - 4 townhouses at 101-107 Ferndale Avenue. Sewickley Heights Manor a planned residential development consists of single family dwellings, most of which are physically connected creating two, four, six, eight and ten unit townhouse structures. Sewickley Heights Manor makes up approximately sixty percent (60%) of the population of Aleppo Township. Collection is at the curb.

Borough of Ben Avon – Locations: 209-211 Park Avenue, 7115 Church Avenue, 6541-6545 Ohio River Blvd, 7215-7217 Church Avenue, 241 Dickson Avenue, 7302 Church Avenue, 7303-7305 Church Avenue, 7098 Church Avenue, 243 Dalzell Avenue, 7099 Church Avenue, 7600 Brighton Road and 225- 227 Park Avenue.

Borough of Emsworth – Structures with four or less units

Township of Leet – 240 Ambridge Avenue, 8 units; 24 Main Street. 14 units; 88 Main Street, 5 units

SINGLE STREAM RECYCLING shall mean the collection of all recyclable materials as defined elsewhere in the contract in one container at curbside on a weekly or every other week basis, and backyard recycling.

SOURCE-SEPARATED RECYCLABLES Materials that are separated from municipal waste at the point of origin for the purpose of recycling.

WEEKLY shall mean the collection of garbage, rubbish, bulk items and recyclables on a regular basis on the same day each week.

On the same scheduled day each week the Contractor shall collect remove and dispose and process all Items Acceptable for Curbside Collection that meet the following conditions.

Section 30 General Scope Of Weekly Curbside Collection Services

- (a) All Garbage, Rubbish, and Household refuse shall be bagged including when placed in Containers
- (b) Bags, Containers, Large Items and Bulky Items shall be placed at the Curb by residents not more than twenty-four (24) hours prior to their expected collection time by the Contractor.
- (c) Large Items and Bulky Items shall be placed at the Curb so as not to interfere with the collection of other items, block the right of way or obstruct traffic.
- (d) With the exception of handicapped or backyard provisions, items more than five (5') feet back from the curb are not included in the contract nor are items within the five (5') foot area that are hidden or otherwise obstructed from view of the Contractor.
- (e) Recyclable materials must be placed at the Curb or at the Garage Door for Backyard Service unbagged in the Recycling Bin.

Section 31 Collection Times, Frequency, and Schedule

Once per week, the Contractor shall collect, remove and dispose of all garbage, rubbish, and bulky waste and recyclables (or optional every other week for recyclables) from Residential Units identified within the QVCOG Participating Municipalities. Collection of such items in residential neighborhoods shall occur between the hours of 6:00 A.M. and 7:00 P.M., except for the Borough of Edgeworth where collections in residential neighborhoods shall occur between the hours of 7:00 A.M. and 5:30 P.M. Collections shall be performed in a quiet, orderly, business-like manner, so as to cause no unreasonable odor, annoyance, inconvenience or traffic hazard to the residents of the QVCOG Participating Municipalities or traveling public or may cause damage to private property. Collections performed outside of the approved times may be subject to liquidated damages of \$100 per truck route which will be deducted from any payments due to the Contractor

Section 32 Route Schedules And Communication

Contractor shall route vehicles to follow the same schedule that is currently operated in the QVCOG Participating Municipalities. Any minor modifications to the schedule concerning the dates on which collections will be made from specific residences, must be submitted to the QVCOG Participating Municipalities for approvals. Random changes to collection days, or collecting municipal waste and recycling on different days without prior consent of the QVCOG Participating Municipalities shall not be permitted. Contractor shall route the vehicles to avoid collection on main roadways and throughfares during commuter drive times and school bus route hours. Contractor shall route the vehicles in a safe fashion that maximizes the homes collected per vehicle without encouraging reckless driving .

Completed schedules must be submitted to the QVCOG Participating Municipalities no later than thirty (30) days prior to the beginning of the contract year. Failure to submit the schedule on time may result in liquidated damages of \$50 per day which will be deducted from any payments due to the Contractor. In the event that a schedule must be changed during the contract year to maintain efficiency, then the contractor must notify the QVCOG Participating Municipalities **and the affected residents** sixty (60) days in advance. The Contractor is required to schedule the appropriate equipment to service all residences in the QVCOG Participating Municipalities. Upon agreement to a satisfactory routing schedule with the QVCOG Participating Municipalities, the Contractor shall assist the QVCOG Participating Municipalities in announcing and advertising it to the residents of the QVCOG Participating Municipalities.

Current Route Day Collection Schedule

Current Collection Days

Unless noted otherwise Garbage and Recycling are collected on the same day.

Municipalities in bold print currently have weekly recycling. All others are bi-weekly.

Municipality	Service	Mon	Tues	Weds	Thurs	Fri
Aleppo Township	Garbage		x			
Avalon	Garbage				x	
Bellevue	Garbage		x			
Ben Avon	Garbage			x		
Edgeworth	Garbage			x		
Emsworth	Garbage		small truck route	x		
Glen Osborne	Garbage		x			
Glenfield	Garbage		x			
Kilbuck	Garbage		x			
Leet	Garbage	x				Pending reschedule
Sewickley	Garbage	x	x		x	x

Section 33 Customer Notification And Education

Contractor will be required to provide printed educational information to each customer prior to the beginning of the Contract and for the duration of the contract once per year every year thereafter. This education will be implemented in conjunction with notification of the residents of the waste and recycling programs and schedules. In addition, the Contractor will maintain a web page that contains recycling information and material preparation and collection guidelines specific to the QVCOG Participating Municipalities' requirements. The Contractor shall provide a link to the web page to enable the QVCOG Participating Municipalities to display it on its web site. Any and all education or communication materials issued by the contractor must be approved by the QVCOG Participating Municipalities.

Section 34 Holiday Collections

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

Section 35 Items Acceptable For Curbside Collection

- (a) Garbage, Rubbish, and Household Refuse as defined
- (b) Recyclable Materials/Recyclables specified by the municipality to be recycled including Aluminum Cans, Bi-Metallic Cans, Plastic Containers, Paper. The types of materials to be collected shall be subject to change during the life of the contract upon the written consent of both the Contractor and the QVCOG Participating Municipalities.
- (c) Large Items which do not meet the definition of a bulky item. These items include lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight and compactable nature.
- (d) Bulky items include large household appliances such as stoves, refrigerators,(with certification that freon has been removed) washing machines, furniture and furnishings and plumbing fixtures. chairs, tables, armoires, chests, headboards, couches, cabinets and dressers, and other items as agreed by the parties. It shall also mean mattresses and boxed springs provided they are covered in special bags made for that purpose, Pianos, organs, spas, hot tubs, and furnaces will be excluded from the definition of bulky waste. Bulky items are limited to one per week.

Section 36 Items Not Acceptable For Curbside Collection

- (a) Stones, rocks and broken concrete.
- (b) Refuse caused by repairs, alterations, remodeling, demolition and/or construction of buildings and other structures.
- (c) Stable Matter and Coop Bedding
- (d) Large and Small Dead Animals
- (e) Ashes from heating plants, furnaces and stoves.
- (f) Automobile parts, including wheels and tires.
- (g) E-Waste as defined by the Pennsylvania Covered Device Recycling Act
- (h) Ammunition and Explosives
- (i) Hazardous Waste

The Contractor shall provide on the Bid Sheet for Rates and Services the cost of Dumpster and Roll-Off Service for public locations and facilities designated by the QVCOG Participating Municipalities.

The Contractor shall maintain waste containers in the sizes indicated all times except for seasonal and special event services. These units shall be emptied weekly or as ordered by the QVCOG Participating Municipalities Manager.

Section 40 Public Facilities

Containers For Public Facilities				
Municipality	Physical Location	Dumpster Size	Waste Collection Frequency	Recycling Collection Frequency
ALEPPO	100 North Drive,	8CYD	WEEKLY	
AVALON	Municipal Building at 640 California Avenue	2CYD	WEEKLY	
	Avalon Park	4CYD	WEEKLY MAY-OCTOBER	
	New Public Library 317 S. Home Avenue,			
	Public Works Building/VFD Building - 312 New Brighton Road	4CYD	WEEKLY	
BELLEVUE	Bayne Library , 34 N. Balph St.	4CYD	WEEKLY	
	537 Bayne Avenue	2CYD	WEEKLY	
	Davis Avenue/ Near Ball field	4CYD	WEEKLY APRIL-OCTOBER	
	Public Works Garage behind garage, 35 35th Street Ave	30CYD	ON CALL	
	Public Works Garage behind garage, 35 35th Street Ave	2CYD	WEEKLY	
	Bellevue Memorial Park 320 Bellevue Road	10 CYD (1)	2x WEEKLY	
EDGEWORTH	Borough Building, 301 Beaver Road	8 CYD	WEEKLY	
	Walker Park, Little Sewickley Creek Rd. (Between Shelter 3 & 4	2 - 4CYD	WEEKLY	
	101 Chestnut Road	3 - 20 cyd roll-off with domed recycling roofs		ON CALL
EMSWORTH	Public Works garage, 4 Atlantic Avenue	4CYD	WEEKLY	
	Marmo Park 399 Huntington Avenue	2CYD	WEEKLY MAY-OCTOBER	
	Mayernik Field 499 Huntington	2CYD	WEEKLY MAY-OCTOBER	
KILLBUCK	343 Eicher Road, Salt Building	4CYD	WEEKLY	
LEET	198 Ambridge Avenue	6CYD	WEEKLY	
	Fair Oaks VFD, 190 Ambridge Ave.	6CYD	WEEKLY	
	Plum Street Park	6CYD	WEEKLY	
SEWICKLEY	601 Thorn Street, Rear			
	190 Chadwick Street (Salt Shed)	8 CYD (2)	WEEKLY	
	190 Chadwick Street (Salt Shed)	4 CYD (1)		EOW
	190 Chadwick Street (Salt Shed) Street Sweeping Debris	30 CYD roll-off	ON CALL – usually 1/Month	

	War Memorial Park, Blackburn Road	4CYD	WEEKLY MARCH-OCTOBER	
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Section 50 Recyclables Collection

The Contractor shall remove, store, market for resale or reuse, materials specified by QVCOG Participating Municipalities regulation to be recycled from Residential Units within the QVCOG Participating Municipalities. The collection for the recyclables shall be on a WEEKLY, OR EVERY OTHER WEEK, basis as specified by each of the QVCOG Participating Municipalities and collected on the same day as the weekly collection of garbage, rubbish and bulky waste so as not to confuse residents as to the days for pickup. The cost of recycling is an add-on to the Base Collection Rate for those QVCOG Participating Municipalities who select one these options.

All proceeds made from the sale of the recyclables picked up by the Contractor shall be the property of the Contractor.

The QVCOG Participating Municipalities will cooperate with the Contractor in educating the residents of the QVCOG Participating Municipalities as to the benefits of recycling.

When the contents of recycling bins are grossly contaminated the Contractor may attach a pre-printed tag with a clear explanation of the source of contamination and reject the entire contents of the cart. The QVCOG Participating Municipalities Manager must approve the wording of this pre-printed notice prior to its use.

If the QVCOG Participating Municipalities determines that recycling bins being tagged as grossly contaminated is unwarranted it shall be considered disposal of source separated recyclables and subject to liquidated damages of \$1000 per incident.

Section 51 Prohibition of Disposal of Recyclables

1. The Contractor, the assignee, subcontractor, or other obligor, shall be prohibited from disposing of any Recyclables collected under this Contract.
2. Recyclables shall not be mixed with Municipal Solid Waste in the same compartment of a collection vehicle.
3. Violation of this Contract provision for each incident will result in a \$5,000 deduction from the next payment due to the Contractor and may be cause for termination.

The Contractor may dispose of contaminated materials or residuals. The cost of such disposal is fully the responsibility of the Contractor.

Section 60 Glass Recycling

Glass shall not be considered an acceptable material for curbside collection in QVCOG participating municipalities.

Section 70 E-Waste And Hazardous Waste

The Contractor shall include on the bid sheets a unit cost On-Call Door-to-Door E-Waste and Household Hazardous Waste Collection, Processing and Disposal which is an add-on to the Base Collection Rate for QVCOG Participating Municipalities selecting this option.

1. Contractor, either through its own equipment and personnel or through a qualified subcontractor, shall provide to the residents of QVCOG Participating Municipalities 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 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 5:30 PM EST, Monday through Friday. 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 web based system must be tested and approved by the QVCOG Participating Municipalities before it is implemented. Residents may use the program as often during the year as may be needed. Residents may dispose up to four (4) containment devices and 5 electronic waste items per collection. No estimate is available on the number of homes that may participate.
 - B. Contractor must provide each resident at least seven (7) days in advance of the scheduled collection date a containment device (box/bag) which is approved by QVCOG Participating Municipalities and meets DEP requirements. Each containment device should hold approximately 50-75 pounds of acceptable materials. Residents may fill the bag, and also can place outside the bag large items such as straight fluorescent lamps, auto batteries and electronics.
 - C. An instruction sheet must accompany the containment device with complete details about the program. Blank labels shall be included with the containment device for residents to label and identify unlabeled acceptable materials.
 - D. 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.
 - E. Scheduling and collection priority shall be given to residents with disabilities or those who are moving in the immediate future.
 - F. All acceptable materials must be properly separated preceding transportation to avoid contact with incompatible substances, must be packaged properly by

Contractor, and must be shipped to permitted facilities for recycling, treatment or disposal (in that preferred order).

- G. Materials collected must be recycled to the highest degree possible. Recycle, incineration, treatment, landfill is the applicable hierarchy.
- H. Contractors will be required by DEP to register as a hazardous waste transporter, obtain an EPA ID number and submit a program registration to DEP which must be approved prior to work starting. Further, the disposition site must be permitted to accept hazardous materials and be included in the documents submitted to DEP.
- I. The successful contractor must comply with existing state regulations regarding disposition of electronics.
- J. Contractor must indemnify the QVCOG Participating Municipalities for any action that may occur after Contractor has taken possession of the materials. The contractor must accept generator status.
- K. Contractor shall assist QVCOG Participating Municipalities in developing press release and/or advertising material to announce the HHW Service and will assist QVCOG Participating Municipalities in the planning of a public education campaign introducing the Household Hazardous Waste Collection Program.
- L. Contractor shall provide QVCOG Participating Municipalities quarterly no later than the 15th day of April, June, September, January each Contract year and annual reports no later than February 30 each Contract year detailing all materials collected, number of homes collected from, pounds per home and other pertinent details as may be required by QVCOG Participating Municipalities
- M. The collection of e-Waste / HHW from businesses is excluded from this program. Homes with commercial chemicals, containers of more than five gallons and home businesses will not be served.
- N. Contractor must demonstrate that it, and all proposed subcontractors, are registered hazardous waste transporters in good standing with the state, and must submit with their bid all necessary licenses, endorsements, permits and training to safely and properly manage the household hazardous waste program in compliance with applicable federal, state and local statutes, laws, rules and regulations. Contractor must demonstrate compliance with this section with their bid submission.

2. Contractor shall collect at a minimum the following Acceptable HHW Materials.

ACCEPTABLE HHW WASTES	
Pesticides & Insect Sprays	Lye
Herbicides	Driveway Sealer (less than 5 Gals.)
Rust Removers	Hobby Chemicals
Swimming Pool Chemicals	Lubricants (Motor Oil, Transmission Fluid)

Wood Preservatives	Paint Products (Oil, Latex, Stripper)
Used Oil Filters	Paint Thinners
Vehicle Batteries	Automotive Cleaners (Waxes, Polishes)
Household Fluorescent Tubes	Gasoline (less than 5 Gals)
Chlorine Bleach	Automotive Chemicals (Antifreeze, Brake Fluid) (less than 5 Gals.)
Drain Openers	Consumer electronics
Corrosive Chemicals (Non-commercial)	

Section 80 Additional Services:

In the event of unforeseen circumstances not addressed in the specifications, the Contractor may also establish a list of additional items the Contractor is willing to collect with a uniform rate for such services not inconsistent with the overall bid submitted to the QVCOG Participating Municipalities. The list shall be provided prior to commencement of service, but is not required in the bid documents. The QVCOG Participating Municipalities reserves the right to approve or reject the costs to customers Should it be determined by the Council of the QVCOG Participating Municipalities that such costs are excessive, or the service provided in some manner circumvents the intent of the municipal Contract or are not in the best interests of the QVCOG Participating Municipalities as it relates to its health, safety or welfare of its citizens, it may eliminate or revise such costs and/or services as it sees fit.

Section 100 Background Information

Street Miles, Housing Units, Waste and Recycling Tonnage

MUNICIPALITY	STREET MILES	RESIDENTIAL UNITS	WASTE TONNAGE	RECYCLING TONNAGE
ALEPPO	17.5	600		79.8
AVALON	15	1611		114.1
BELLEVUE	18	2920		276.3
BEN AVON	7.5	810		
EDGEWORTH	10	662		
EMSWORTH	8.2	990		106.1
GLEN OSBORNE	3	225		49.9
GLENFIELD	8.2	88		11.9
KILBUCK	12.12	310		26.6
LEET	3.6	600		91.2
SEWICKLEY	16.8	1600		147.3

Section 200 Disposal And Processing Sites

On the forms provided in the QVCOG Participating Municipalities’ bid packet bidders must submit a separate affidavit naming the each facility and location where the disposal of garbage, rubbish and bulky waste, and the processing of recyclables, shall occur. Bids must include an executed form signed by the operator of the facility acknowledging that the facility has then available, permitted disposal/processing capacity to, the total amount of material collected by the Contractor under the term and provisions of this contract and agrees to accept this material from the contractor. The affidavit shall affirm that the owner or owners of the disposal/processing site shall not cancel disposal/processing rights with the Contractor for the term of this Contract. .. The Copies of said documents must be included in the bid submission.

Section 300. Vehicle Specifications.

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

- a) At the start of this Contract, all vehicles used in collection shall have a body and chassis both being in good operating order.
- b) All vehicles used for collection shall be registered with the Commonwealth of Pennsylvania, (or the equivalent agency if registered in another State) and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.
- c) All vehicles shall be kept in a clean and sanitary condition. All collection equipment used under this Contract shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits, including Waste Transporter Authorizations under the provisions of Act 90.
- d) Collection vehicles shall be painted in Contractor's color or colors. The Recycling Vehicles must be clearly labeled so that they are distinguishable from those collecting waste. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number, on all collection trucks. Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified.
- e) All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the QVCOG Participating Municipalities. Collection vehicles will be equipped with two-way communication devices (radios or cell phones) so that the Contractor's staff and driver may communicate during the route collection. Communication shall not be permitted while the vehicle is in motion.
- f) No vehicle shall be more than 7 years old at any time during the term of the Contract or the option years.

Section 301 Vehicle Maintenance and Inventory.

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

- a) All vehicles shall conform to specifications set forth in Section 300.
- b) The Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

Section 302 Roadways with Vehicle Size Constraints.

The successful Contractor will be required to provide collection by use of a small vehicle equivalent to a one ton pick-up truck (modified to meet DEP and other environmental and/or health laws and requirements) and/or small refuse truck (garbage compactor truck with a 11 cubic yard capacity) to certain streets and/or alleys and ways within the municipalities. The following is a list that may be subject to change from time to

MUNICIPALITY	STREETS
ALEPPO	Hibala Road (3 residences), Rhodes Avenue, Shields Lane and Christie Way - Alley off of Nancy Drive Leetwood Avenue
AVALON	Oakwood Avenue
EDGEWORTH	Drive in collection includes any residences on private drives that are more than 150 feet from street.
EMSWORTH	Eicher Road, Grove Street (bottom 4 homes); Herron Avenue, Lincoln Way, Lower Gibb Street, Plainfield Avenue, Race Street, Terrace Avenue;(approximately) 22 residences must be picked up by small refuse truck or by pick-up truck)
GLEN OSBORNE	Academy Place (9), Davis Lane (12), Hare Lane (4), Lantern Lane (3), McDonald Place (3), Park Lane (9), Rabbit Hill (9), Tega Cay Drive (4), Sycamore Road (11) and Grandview 1500 Block (13)
KILBUCK	Pine Ridge Road (one house), Tom's Run Road, Old Camp Horne Road, Bixwood Drive, Duff Road, Gibb Street, Gibson Street, and Harmony Road. (Several private lanes)
LEET	Moss Alley, Cherry Alley, Ridge Avenue, Fairview Street and

	Westerly side of Oak Street.
SEWICKLEY	Orchard Terrace, Grey Lane, Cook Street, Miller Street, Dickson Road, Farren Street, Crescent Avenue, Crescent Way, Grove Street Extension, Ackley Terrace, Smith Alley, Bradley Lane and Harkness Street

Section 400 Spillage.

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

Section 500 Customer Service and Grievances

The Contractor shall meet with QVCOG Participating Municipalities officials on an as-needed basis in order to review complaints, address general collection or billing problems or to correct other problems or procedures involved with the Contract.

Section 501 Business Hours

The Contractor must have regular office hours during the normal work days (holidays excluded) Monday through Friday from at least 8:00 A.M. until 5:30 P.M.EST, open to the public, for residents to ask service related questions or register complaints. A toll-free telephone number must be made available to all QVCOG Participating Municipalities’ customers during these same days and times to telephone similar questions or complaints.

The QVCOG Participating Municipalities reserve the right to inspect a bidder’s business location and operations to determine the accuracy of any information provided or required for performance of the duties outlined in the specifications.

Section 502 Route Supervision

The Contractor shall have a foreman present or in close proximity to in the QVCOG Participating Municipalities during all collection operations. The foreman shall supervise the collection crews and ensure that all complaints and missed pick-ups have been resolved per Section 505

The foreman must respond to calls from the QVCOG Participating Municipalities Manager's Office. Failure to return the call within one hour could result in liquidated damages of \$25 per incident. Failure to resolve these calls and complaints within 24 hours could result in liquidated damages per Section 1500

Section 503 Service Disruptions Due to Weather

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

Section 504 Service Disruptions Non-Weather Related.

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

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

Section 505 Missed and Make-up Collections within the Contractor's Control

1. Should the Contractor fail to make collection on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day following notification by the QVCOG Participating Municipalities.
 - a. The QVCOG Participating Municipalities shall transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving Curbside service.
2. It shall be a defense to a missed collection:
 - a. That the customer had not made timely placement of his or her material out for collection;
 - b. That the placement did not comply with provisions of this Contract; and
 - c. For Municipal Solid Waste and Recyclables, that placement did not comply with Section 40;
 - d. Provided that the Contractor shall have left a printed tag on all material left because it was not prepared properly, it was grossly contaminated, or overweight or for other reasons.
3. The Contractor, by 8:30 a.m. the next business day, must notify the QVCOG Participating Municipalities of any collections the Contractor has refused or been unable to make the previous business day via a list in address order. The list shall be transmitted electronically, faxed or hand delivered.
4. Any complaints received by the QVCOG Participating Municipalities between 8:30 a.m. and the time the Contractor actually transmits the Contractor's list shall be treated by the QVCOG Participating Municipalities as a miss and the Contractor shall be required to return and collect the missed material, even if the address appears on the Contractor's list
5. The Contractor shall pick up all miss complaints sent by the QVCOG Participating Municipalities by the end of the day following receipt of the miss. If the Contractor fails to collect the garbage within 24 hours, the QVCOG Participating Municipalities shall deduct from any payment due the Contractor \$5 per reported miss or \$15 for failure to collect Friday's reported misses on Saturday. The QVCOG Participating Municipalities may hire someone to collect the garbage and deduct the cost for services rendered from any payment due the contractor. If the QVCOG Participating Municipalities has to do this more than three (3) times in the life of the Contract, the QVCOG Participating Municipalities has the option to void the Contract with the Contractor.
6. Missed call-ins on Saturday will be serviced Monday, unless it is an entire block or route and then it shall be serviced that day.
7. If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section,
 - a. The Contractor shall leave a printed notice, explaining why the material was not collected.

- b. The Contractor shall also inform the QVCOG Participating Municipalities by the end of the business day of the addresses that were not collected and the reason for the non-collection.

Section 506 Complaints

- (a) All complaints shall be made to the Contractor and shall be given prompt and courteous attention.

(b) The Contractor shall provide the QVCOG Participating Municipalities with a dedicated e-mail address for the purpose of forwarding any complaints about the Contractor to said hauler including missed pick-ups. Since e-mail shall be the primary source of communication between the QVCOG Participating Municipalities and the Contractor, an active e-mail address must be provided to the QVCOG Participating Municipalities at all times.

Section 600 Employees/Agents

The Contractor's employees or agents must be dressed in uniforms, vests or similar consistent looking clothing easily identifiable to residents and in such a manner as is acceptable to the QVCOG Participating Municipalities. Any Contractor's employee working or walking along a public or private street or highway in the QVCOG Participating Municipalities while carrying out any part of the Contract between the QVCOG Participating Municipalities and the Contractor shall wear the required safety gear and equipment normally utilized and recommended for such work activities.

Section 700 Securities

Proof of the following bonds and insurances are required.

Section 701 Bid Bond

Each bid shall be accompanied with a bid bond in favor of the QVCOG Participating Municipalities which bond shall be in the sum of ten (10%) percent of the FIVE-YEAR TOTAL COMBINED COST for ALL SERVICES for the QVCOG Participating Municipalities. The bond shall be furnished by a reputable bonding company authorized to do business in Pennsylvania. The conditions of the bond shall be that the bidder upon being awarded the Contract by the QVCOG Participating Municipalities shall enter into a written agreement with the QVCOG Participating Municipalities to perform the service and/or to provide the materials as outlined in these specifications in default of which the Contractor and the Surety shall be liable for any damages or losses incurred by the QVCOG Participating Municipalities in obtaining alternate or additional bids and the difference between the amount of such bids and the bids submitted herewith.

Section 702 Performance Bond:

The Contractor shall make, execute and deliver to the QVCOG Participating Municipalities no later than December 1, 2021 a Contractor's Performance bond with a reputable surety company (subject to approval by the QVCOG Participating Municipalities) authorized to do business in Pennsylvania, which shall cover the first year of the Contract price, and which bond shall be in the sum of one hundred (100%) percent of the first year Contract price, and which bond shall explicitly provide that it shall indemnify the QVCOG Participating Municipalities against any and all obligations which the QVCOG Participating Municipalities might incur by reason of the Contractor failing to perform its obligations incurred under the terms of its agreement;

notwithstanding that any such obligation to indemnify may occur at the beginning, middle or later months of the performance period. At the end of the first year, the Contractor shall immediately prior to expiration of the first year, furnish a like bond to cover the second year of the Contract and the same like bond to cover the third year of the Contract, or for the length of the Contract.

Section 703 Insurances

- a. The Contractor accepts responsibility for and shall indemnify the QVCOG Participating Municipalities and its residents, agents and employees against any liability losses and damage (including reasonable attorney's fees and costs of defense) arising out of negligence of Contractor or Contractor's failure to comply with applicable laws of ordinances or the terms and conditions contained herein in its performance under this contract, including but not limited to, personal injury or property damage suffered by the Contractor's own employees, or by the QVCOG Participating Municipalities or its residents or third persons.
- b. Contractor shall carry an insurance policy providing complete commercial general liability insurance insuring the Contractor, for limits of not less than \$1,000,000 combined single limit. The QVCOG Participating Municipalities shall be named as an additional insured.
- c. Contractor agrees to notify the QVCOG Participating Municipalities immediately of any accident or event which could result in a claim and to cooperate fully in any investigation.

The Contractor shall also carry the following additional insurances:

- (a) Worker's Compensation insurance as required by law;
- (b) The Contractor must maintain a Business Auto liability insurance policy with a \$1,000,000 combined single limit coverage (for bodily injury and property damage) for the entire term of the Contract.

Section 704 Certificates of Insurance

The Contractor will provide the QVCOG Participating Municipalities, no later than December 1, 2021, the certificates of insurance evidencing the above coverages and the renewal of such policies of insurance which expire during the term of this Contract. All certificates of insurance so provided must also provide that the insurance company will notify the QVCOG Participating Municipalities in writing, by mail, thirty (30) days prior to the termination of the policy and prior to any alterations in the policy which alterations change, restrict or reduce the insurance provided or change the name of the insured.

Section 705 Contract Deposit Fund

No later than December 1, 2021, the contractor shall deposit the sum of \$20,000 with the Quaker Valley COG in an interest bearing account, to be known as the Contract Deposit Fund, which will be maintained and controlled by the Quaker Valley COG. The Fund shall remain in the control of the Quaker Valley COG throughout the term of the Contract.

The Fund shall be used by QVCOG participating municipalities solely for the satisfaction of payments, charges, and penalties provided for under the terms of the Contract. QVCOG participating municipalities will submit documentation to the Contractor and to QVCOG of the inability to resolve Contractor's performance which qualifies for the request for liquidated damages. QVCOG shall disburse funds from the Contract Deposit Fund to QVCOG participating municipalities During the term of the Contract the Fund shall be replenished by the Contractor to its original amount of \$20,000 should the amount drop below \$5,000, within 30 days notification by the Quaker Valley COG). Upon termination of the Contract, any money remaining in the fund shall be returned to the Contractor. QVCOG participating municipalities that pay the Contractor for services may, upon notification to the Contractor, deduct liquidated damages from payments due the Contractor instead of using the Contract Deposit Fund

Section 800 Indemnity

The Contractor shall be responsible for any loss, personal injury, death and/or other damage that may be done to, or suffered by any employee of the Contractor or any other person in connection with the operations to be carried out pursuant to these specifications, or to the Contract award to the successful Contractor, and shall indemnify and save the QVCOG Participating Municipalities and any of its officers, agents or servants harmless against any claims for such loss, injury, death and/or damages against any claims for compensation to any employee of the Contractor. This shall apply to all cases of such loss, injury, death and/or damages including cases of loss, injury, death and/or damages for which the QVCOG Participating Municipalities is not solely negligent.

Section 900 Compliance With Law:

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

The Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards applying to collection of Municipal Solid Waste and Recyclable Materials; with all applicable ordinances and resolutions of the QVCOG Participating Municipalities; with all applicable ordinances and resolutions of other municipalities (including the payment of all applicable fees and charges) through which the Contractor's trucks and equipment will travel; and with all applicable rules, regulations, and requirements of the County of Allegheny.

Section 1000 Acts of God

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

Section 1100 Allegheny County Solid Waste Plan

All waste collected under this contract must be disposed at a disposal facility designated in the Allegheny County Municipal Waste Management Plan

Section 1200 Nondiscrimination

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

Section 1300 Reports

The Contractor shall submit monthly reports to the QVCOG Participating Municipalities Manager not later than ten (10) days after the end of each month, which will show the total tons of municipal waste and yard waste collected in the QVCOG Participating Municipalities and the types and tons of recyclables collected and marketed. Failure to report may be subject to liquidated damages of \$50 per report which will be deducted from any payment due to the Contractor.

Section 1400 Payment for Contract Services

1. Total Costs

- a. The total costs quoted for the “Contract Period” shall be firm prices through December 31, 2026, or the 90 day option, without variable increase, except as provided in Section 1401,1402,and 1403 below. If the QVCOG Participating Municipalities exercises its right to extend the contract the same shall apply to option years shown on the bid sheet.

OPTION A For Base Collection Service and any optional services selected Contractor shall submit monthly invoices to the QVCOG Participating Municipalities for services performed for the month by the end of that month. The monthly invoice amounts shall be based on the sum of actual number of households serviced and shall be itemized And reflect all applicable Backyard Service discounts

OPTION B For Base Collection Service and any optional services selected Contractor shall submit invoices to the residents of the QVCOG Participating Municipalities for services to be performed in the following quarter performed.

Section 1401 Fuel Cost Adjustment Diesel

The QVCOG Participating Municipalities will permit a fuel cost adjustment on the bid amount for garbage and recyclable collection throughout the length of the contract. The fuel cost adjustment shall be calculated by the QVCOG Participating Municipalities and applied in the following manner:

For purposes of this Contract, it is estimated that the bid amount per month per residential unit will be subject to fuel cost adjustments. Fuel cost increases/decreases shall be determined by the QVCOG Participating Municipalities. The QVCOG Participating Municipalities shall make all interpretations of the components of the fuel cost adjustment calculation. Fuel cost increases/decreases will be based solely on a formula using the following information and assumptions of the QVCOG Participating Municipalities:

- A. ROUTE MILES PER WEEK: The estimated route miles per week within the QVCOG Participating Municipalities 239.84 will be adjusted if any municipalities drop out prior

to award of the contract and for growth on September 1, 2022 and on the same date each contract year thereafter. Route miles per week were determined by doubling the total number of miles on all public roadways located within the boundaries of the QVCOG Participating Municipalities and in addition a standard allotment of miles covering roundtrips to all disposal/processing facilities and the origin of operation of the Contractor's vehicles.

- B. HOUSING UNITS: The number of Residential Units per week serviced is 10,416 which will be adjusted if any municipalities drop out prior to award of the contract and for new starts and stops on September 1, 2022 and on the same date each contract year thereafter.
- C. FUEL PER MILE: It will be assumed for the purpose of this contract that fuel is consumed at the rate of 0.25 gallons of fuel per mile.
- D. ROUTE VEHICLES: 2 vehicles per home; (1 vehicle for garbage 12 months per year; 1 vehicle for recycling 12 months per year). If recycling is selected
- E. WEEKS PER MONTH: 4.33 weeks per month.
- F. VARIANCE PRICE PER GALLON: The variance of the cost of a gallon of fuel based on the U.S. Department of Energy Weekly Retail On-Highway Diesel Price, as reported at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>, published closest to March 1, 2021 compared to the average annual retail U.S. Department of Energy Retail On-Highway Diesel Price published on the date closest to September 1, 2022. On September 1, 2022 and each contract year thereafter the average annual U.S. Department of Energy Weekly Retail On-Highway Diesel Price on the published date closest to that date will be compared to the average annual U.S. Department of Energy Weekly Retail On-Highway Diesel Price of the previous 12-month period. The average annual U.S. Department of Energy Weekly Retail On-Highway Diesel Price will be determined by tracking and adding the published 5-day averages throughout the year and dividing by 52. The region used for calculation purposes is East Coast – Central Atlantic Region. September 1, 2021 price for contract purposes is \$3.20 per gallon

Base bids should be based upon the price of diesel fuel according to the U.S. Department of Energy Weekly Retail On-Highway Diesel Price closest to September 1, 2021. A fuel adjustment will be made for the second year of the contract on or around September 1, 2022 and will go into effect on January 1, 2023. The fuel price variance shall be based upon a 52 week period.

- G. Fuel cost increases/decreases shall be calculated on or around September 1st of each year and become effective on January 1 of the contract year and shall be recalculated using the same formula and become effective on the same date each contract year thereafter.
- H. THE FORMULA:
$$\left(\frac{((\text{ROUTE MILES}) / (\text{FUEL PER MILE})) \times (\text{ROUTE VEHICLES}) \times (\text{WEEKS PER MONTH})}{(\text{Gallons of fuel per month}) \times (\text{VARIANCE PRICE PER GALLON})} \right) = \left(\frac{(\text{Cost of fuel per month})}{(\text{HOUSING UNITS})} \right) = \text{Fuel Cost Adjustment to BASE COLLECTION RATE per month per residential unit.}$$

Section 1403 *Petition for Unusual or Unanticipated Costs*

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

1. New or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on municipal solid waste generated by QVCOG Participating Municipalities; The increase per month shall be calculated using the annual reported waste generation data per residential unit in the Contract. The QVCOG Participating Municipalities shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates. Rate adjustments based on the volatility of commodity pricing will not be considered.

Section 1500 Acts or Omissions and Liquidated Damages

1. This Section is independent of Section 9.
2. This Section shows in a table the acts or omissions, within the control of the Contractor, the applicable section of the Contract, and the amount of liquidated damages associated with the section.
 - a. In the left hand column are acts or omissions, that are considered a breach of this Contract;
 - b. The amounts in the right hand column are set as Liquidated Damages.
3. Liquidated Damages may be deducted from the invoice payment due the contractor (OPTION A) or from a Deposit Fund
4. The QVCOG Participating Municipalities shall provide Contractor with written notice of all liquidated damages assessed on at least a monthly basis.
5. Should the QVCOG Participating Municipalities neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the QVCOG Participating Municipalities to enforce such penalty retroactively or in the future.

Table of Acts or Omissions and Liquidated Damages

Section	Description	Liquidated Damages
31	Commencement of collection prior to 6:00 a.m. except as expressly permitted herein or collecting after 7:00 pm	\$100 per incident (each truck on each route is a separate incident)
32	Failure to submit collection schedule and service levels to QVCOG Participating Municipalities	\$50 per day
50	Falsely and excessively rejecting source separated recyclables for being grossly contaminated	\$1,000 per incident
51	Recyclables may not be mixed together with Municipal Waste in the same compartment of vehicle's body.	\$5000 per incident and may be cause for termination.
400	Failure to collect spillage	\$250.00 per incident or cost of remediation whichever is higher
502	Failure of foreman to return calls from the QVCOG Participating Municipalities Manager's Office within one hour	\$25 each incident
503	Failure to resume service after ice and snow conditions as required	\$250 per route per day
504	Failure to resume service as required for non-weather related incidents.	\$250 per route per day
505	Failure to collect missed Garbage, or Recyclables within one business day after a makeup request is given to the Contractor.	\$5 per reported miss and/or the cost to the QVCOG Participating Municipalities of collecting the misses
505	Failure to collect Friday's reported misses on Saturday	\$15 per reported miss and/or the cost to the QVCOG Participating Municipalities of collecting the misses
1300	Failure to submit complete and accurate monthly reports as required	\$50 per day per report

Section 1600 Transition to Next Contractor

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

Section 1700 QVCOG Franchise Fee

The QVCOG Franchise Fee is \$1 (one dollar) per unit per year or the equivalent of \$0.25 per unit per quarter. The Contractor shall submit payment for the QVCOG Franchise Fee quarterly no later than April 15, July 15, October 15, and January 15 equivalent to of the total units billed for the Base Collection Rate in the previous quarter to QVCOG participating municipalities and to residents of QVCOG participating municipalities.