

Borough of Blawnox
376 Freeport Road
Pittsburgh, PA 15238
Phone: (412) 828-4141
Fax: (412) 828-4149

Bid Package for Refuse and Recycling Collection

2024 – 2026

The Borough of Blawnox is soliciting bids from qualified contractors to provide refuse and recycling collection services. Sealed bids conforming to the requirements of the request for proposal will be accepted until 2:00 pm no later than July 27th, 2023. Sealed bids are required to be submitted to the Borough Office located at 376 Freeport Road, Pittsburgh, Pennsylvania 15238.

Please review the specifications and conditions set forth in the within bid package to ensure compliance. The Borough is soliciting bids for various requested services. At a minimum, the winning bidder will be required to provide weekly collection utilizing a manual collection method. The Borough reserves the right to waive any abnormality or deviation from the specifications if its deems such as immaterial.

Bid Specification packets can be picked up at the borough office 376 Freeport Road Blawnox A 15238 M-F 9AM-2PM, or on our website Blawnox.com.

Please contact Kathy Ulanowicz, Borough Manager with any questions or concerns.

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I. DEFINITIONS

For the purposes of this request for bids, the following words and phrases are defined as follows:

Bulky Waste: Furniture, White Goods, carpets, rugs, padding and other similar waste material other than Construction Debris, Dead Animals, Hazardous Waste, or Domestic Animal Waste.

Construction Debris: Waste and discarded building materials, generally considered to be not water soluble and non-hazardous in nature, resulting from construction, remodeling, renovation, alteration, repair or demolition operations.

Curbside Collection: Shall mean items placed at or within ten (10) feet of the curb or edge of roadway. In areas where there are paved alleys that are accessible to collection vehicles, curb-line pickup shall mean collection of refuse from the alley rather than from the street.

Dead Animal: Animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use.

Domestic Animal Waste: All manure and other waste matter normally accumulated in or about any animal enclosure resulting from the keeping of domestic animals.

Garbage: Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, all putrescible or easily decomposable waste, animal or vegetable matter which is likely to attract flies or rodents); any and all dead animals of less than ten (10) pounds in weight, except those slaughtered for human consumption; except (in all cases) any matter included in the definition of Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Domestic Animal Waste

Hauler: Shall mean the successful Bidder awarded the Contract identified in the Contract Preamble.

Hazardous Waste: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency, the Pennsylvania Department of Environmental Protection, or any other agency of the Federal or State government to be "hazardous" as that term is defined by or pursuant to Federal or State law.

Leaf Waste: Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Recyclable Items: Those items that are identified by the Participating Municipality as recyclable including but not limited to aluminum cans, tin cans, steel cans, bimetallic cans, clear, brown, blue and green glass food and beverage containers or jars, and plastics (Type 1 and Type 2), Cardboard, Corrugated Cardboard, Leaf Waste, High Grade Office Paper, Magazines and Newsprint.

Refuse: Residential Refuse, Bulky Waste including White Goods, Construction Debris, Leaf Waste, yard waste and Domestic Animal Waste generated at a Residential Unit unless the context otherwise requires.

Residential Refuse: All household Garbage and Rubbish, including furniture, trunks, household equipment, Construction Debris not to exceed an amount equivalent to that which can fit into one

96-gallon Cart with the lid in place, and all other household refuse which may accumulate and be generated by a Producer at a Residential Unit, provided that all refuse of such nature that can be easily blown or scattered is baled or boxed in receptacles that can be easily discarded. Specifically excluded are ashes from heating plants, furnaces or coal stoves, dirt or stones, automobile parts (including tires and wheels), and any material or item which may be recycled under federal, state or county statute, ordinance or regulation currently in effect or hereinafter enacted mandating recycling and said material or item is so designated for recycling by a Municipality.

Residential Unit: This term shall mean: a) a single-family dwelling unit; b) an individual single family dwelling unit within a multi-family dwelling where there are no more than three (3) dwelling units per structure for which the Municipality provides Waste Collection Services; or c) an individual single family dwelling unit within a multi-family apartment building, structure or complex for which the Municipality provides Waste Collection Services.

Rubbish: All waste wood, wood products, Grass Clippings, discarded Christmas trees, chips, shavings, sawdust, printed matter, waste paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products used for packaging or wrapping, broken glass and crockery, ashes, cinders, floor sweepings, mineral or metallic substances, Sharps that are sealed in a plastic or metal container, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Recyclable Items. The items listed above are set forth by way of illustration and are not intended to be all inclusive. Specifically excluded are ashes from heating plants, furnaces or coal stoves, dirt or stones, automobile parts (including tires and wheels), and any material or item which may be recycled under federal, state or county statute, ordinance or regulation currently in effect or hereinafter enacted mandating recycling and said material or item is so designated for recycling by a Municipality.

Solid Waste: Any item or component of Garbage, Rubbish, Residential Refuse, Recyclables, Leaf Waste or Yard Waste.

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

Waste Collection Services: Solid Waste collection, removal and disposal services, including collection, removal and marketing of designated Recyclable Items, provided by a Municipality.

White Goods: Stoves, refrigerators completely emptied of food, freezers completely emptied of food, water tanks, washing machines, clothes dryers, children's swing sets and similar play items, household appliances, furnace pipes and metal pipes not exceeding 36 inches in length, air conditioners, humidifiers, furnaces and boilers. The Producer must certify that any White Goods set out at the curb for collection are free from all CFC's.

Yard Waste: Leaf Waste, garden residues, shrubbery and tree trimmings, and similar material, including Grass Clippings; plant material and debris commonly thrown away in the course of maintaining yards and gardens such as, but not limited to, branches, brush, flowers, roots and wood waste. Yard Waste does not include loose soils, sod, food waste, including from gardens or orchards, food compost, plastics and synthetic fibers, lumber, wood or tree limbs over four (4) inches in diameter, human or animal excrement, or noxious weeds and soil contaminated with hazardous substances.

II. GENERAL SPECIFICATIONS

1. Method of Service

- A. Bids are being solicited on Traditional Manual Collection, as defined in the Definitions Section above.

2. Term

- A. The Contract term shall be for a three (3) year period commencing January 1, 2024, and ending December 31, 2026.
- B. The Borough shall have two, single year options to extend the term of the Agreement. To elect the single year option, the Borough must provide ninety (90) days' written notice to the Hauler prior to the expiration of the Current Term.

3. Payment Provisions

- A. The Borough shall pay to the Hauler the monthly amount agreed upon no later than thirty (30) days after receipt of the invoice.

4. Bonds, Insurance, and Indemnifications

- A. The Hauler, within twenty (20) calendar days after the Contract Award, shall submit to the Borough a performance bond in the amount of one hundred (100%) percent of the first year Contract price, said bond being from a reputable surety company authorized to do business in the Commonwealth of Pennsylvania. Each year thereafter, a performance bond from a reputable surety company authorized to do business in the Commonwealth of Pennsylvania shall be due and forwarded to the Borough no later than October 1st of the year preceding the next Contract Year of the contract term in the amount of one hundred (100%) percent of the succeeding Contract Year price. Each bond provided is subject to approval by the Borough.

- i. The premium for the bond described above shall be paid by the Hauler. A certificate from the surety showing that the bond premiums have been paid in full shall accompany the bond.

- B. The Hauler at all times during the term of the Contract shall maintain in full force and effect Worker's Compensation, Employer's Liability, Public Liability and Property Damage Insurance containing the following limits of liabilities:

Vehicle Coverage:

Bodily Injury	\$1,000,000 each occurrence \$2,000,000 aggregate
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Property Damage	\$1,000,000 each occurrence
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Coverage shall include owned vehicles, hired vehicles, non-owned vehicles, and comprehensive form.

Public Liability:

Bodily Injury	\$1,000,000 each occurrence
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	\$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
	\$2,000,000 aggregate
Excess "Umbrella" Liability	\$2,000,000 aggregate
Worker's Compensation	Statutory Limits

- i. Hauler shall name the Borough of Blawnox as "Additional Insured" on all Certificates of Insurance

C. The Hauler will indemnify, save harmless, and exempt the Borough, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees or from any defective or improper vehicles or equipment used in performance of the same; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the Borough, its officers, agents, servants and employees.

5. Labor and Equipment

A. All labor and equipment of every kind necessary to carry out the provisions of this Contract shall be furnished by, and at the expense of, Hauler:

- i. While providing all services described above, Hauler shall use due care to protect the property of the residents, to make as little disturbance as possible, and to insure that lids have been tightly replaced upon empty trash cans and containers which have been returned to place of origin. Hauler shall promptly clean up the alley or street should any refuse be dropped upon the ground. Hauler employees shall close all fence gates both upon entering and leaving the premises and shall not cut across rear, front or side yards, or across flower beds to adjoining premises without permission of the property owner;
- ii. Hauler shall provide the services under this Contract with due care and in an orderly, efficient and workmanlike manner, with a workforce adequate in number, training and equipment to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns or similar hindrances;
- iii. Hauler shall collect all refuse in modern, fully enclosed, leak-proof packer type trucks. Hauler may use open body trucks, dump trucks and similar equipment provided that it uses covers or netting and otherwise takes due care to prevent spilling, blowing or scattering of any waste;
- iv. Hauler shall provide to the Borough a list of all vehicles and trucks by type, year, make, model and vehicle identification number that it will be using the providing collection and disposal services under this Agreement. The

list shall be modified as needed when vehicles are removed from or added to service;

- v. Hauler shall not store any vehicles, equipment or materials, other than the municipal waste collection containers specified herein, on any public or private property within the corporate limits of the Borough without the express written approval of the Borough Council;
 - vi. All vehicles, containers and equipment used for or required under the terms of this Agreement shall be acquired, maintained in a good, safe and sanitary condition, and repaired or replaced at the sole expense of Hauler;
 - vii. Vehicles shall be thoroughly washed and disinfected after the close of each day's hauling. Equipment shall be maintained in first class operating condition and appearance at all times, and is subject to Borough inspection;
 - viii. All employees of Hauler shall be properly clothed in attire identifying them as employees of Hauler. Said employees shall, at all time, be respectful, courteous and sensitive to the residents of the Borough. The Borough will immediately notify Hauler of any complaints against its employees; and
 - ix. Hauler shall be responsible for comprehensive service for refuse and recyclables collection to the Borough including all labor, equipment and the disposal of the refuse at a legally approved landfill. Hauler shall provide the Borough with proof of ownership or evidence of an Agreement covering use of an approved landfill for the period coinciding with this Contract.
- B. The Hauler is an independent contractor and all of its employees, servants, agents and supervisors are employees of the Hauler and not of the Borough. All equipment used by the Hauler in performing the services under this Contract shall be licensed and registered by the Hauler and operated only by the Hauler, its employees, agents or supervisors.

6. Performance Problems

A. Complaints

- i. All complaints shall be made by the Resident directly to the Hauler. Complaints may also be made or relayed by the Borough Manager, and/or their authorized agent. All complaints received shall be given prompt and courteous attention.
- ii. Complaints made or relayed by 4:00 p.m. Monday through Friday (or the following day if a holiday falls on a Monday or Friday) shall be deemed to have been made on that calendar day. Prior to the completion of the next calendar day, which day shall include Saturday if the complaint is made on a Friday, after the day on which a complaint was made, the Hauler shall take the necessary action(s) to pick up missed collections, clean up strewn or spilled refuse, clean up spilled leachate, truck oil or hydraulic fluids, replace lids, and remedy all valid complaints.

- iii. If the Hauler fails to notify the Participating Municipality within twenty-four (24) hours from the time the complaint is made of any complaint it deems not to be valid, the complaint shall automatically be presumed to be valid and subject to the other provisions of this Section. If the contractor deems the complaint not to be valid, no action must be taken by the Hauler until the issue is resolved. If after challenging the complaint it is found to be valid, the Hauler shall immediately undertake whatever remedial action is necessary to remedy the complaint. Failure by the Hauler to remedy a valid complaint prior to the completion of the next calendar day, which day shall include Saturday if the complaint was made on a Friday, after the day on which the complaint was made may cause the Borough to pursue the remedies provided under the terms of this Contract.
- iv. The Manager of the Borough, and/or their authorized agent, shall have the exclusive right to determine the validity of any incidents of missed Collection, needed clean up, or carelessness on the part of the Hauler. Such determination shall be final and binding upon the Hauler in the assessment of any remedies provided in the Contract.
- v. If, at any time, the Hauler, after proper notice of a complaint, shall fail or neglect prior to the completion of the next calendar day, which day shall include Saturday if the complaint is made on a Friday, to comply with these Specifications, the Borough shall have the right, at its option, either to furnish its own vehicle, collect such items and dispose of same at the disposal site of the Hauler, to engage another contractor to make such collections and disposal, to clean up spilled liquids of any type, or to otherwise remedy the complaint. Under any of the aforesaid options, the Borough shall have the right to recover the costs incurred by deducting them from any or all monies due the Hauler, or if no such amounts are due to the Hauler, the Borough shall be entitled to recover such costs directly from the Hauler.
- vi. Unresolved complaints will result in the Borough assessing a "penalty fee" against Hauler of One Hundred (\$100.00) Dollars for each day the complaint is unresolved.

B. Field Problems

- i. If field conditions such as, but not limited to, road construction, road closure, or a downed utility line, preclude adhering to the Collection schedule, the Hauler shall immediately notify the Manager of the Borough, and/or their authorized agent, of the condition encountered so that the problem can be remedied and the Collection made on the scheduled day, if possible. If the Collection cannot be made on the scheduled day, it shall be made on the next calendar day, which day shall include Saturday if the complaint is made on a Friday, on which the problem in the field is remedied

or eliminated. In addition, the Hauler shall familiarize all of the Contractor's drivers and their substitutes with the routes they are to service. Street maps are available from the Borough upon request.

C. Refused Collections

- i. In the event a Collection of Solid Waste is refused by the Hauler, the Hauler shall leave a printed card or sticker explaining why the Collection was not made. Failure to leave the required notice may be deemed by the Manager, and/or his authorized agent, as a missed Collection subject to provisions of this section.

III. Detailed Specifications

Detailed Specifications

1. Collection Services.

- A. The Hauler shall provide Curbside Collection services by Traditional Manual Collection, to include the collection, removal and disposal of Garbage, Rubbish and Residential Refuse, as defined in this Contract, placed at Curbside for Collection, for all residential units identified by the Borough one (1) time per each week of the Contract Year. The Hauler shall also include the collection, removal and disposal of Recycling Items as defined by this Contract for all residential units identified by the Borough once every other week.
 - i. Each cart, container, bag and/or bundle from all residential units identified by the Borough shall be placed at Curbside for Collection. Carts, containers, bags and/or bundles shall be placed as close to the roadway as practical without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, carts, containers bags and/or bundles shall be placed as close as practical to an access point for the Collection Vehicle. The Hauler may decline to collect any cart, container, bag, and/or bundle not so placed or any Garbage, Rubbish or Residential Refuse not in a cart, container, bag, or bundle.
- B. The amount or type of solid waste to be picked up is unlimited except that Hauler is not obligated to pick up items that would be refused at the landfill. Hauler is to notify residents of any items that are not authorized to be picked up. Hauler may negotiate with the resident for removal of unauthorized refuse and the resident shall pay the extra cost of removal. In the event of an extraordinary volume of solid waste set out by a resident beyond those normally generated by a single household, Hauler shall notify the Borough of a possible Ordinance violation.
- C. Hauler shall collect, remove and dispose of, throughout the entire Borough from the curb, all "Christmas Trees" during the months of December and January.
- D. The Contractor shall collect, remove and dispose of all Garbage and Rubbish, as defined in these Specifications, from all public places, as designated by the Manager or his authorized agent, a minimum of one (1) time per week on the days specified by the Borough. Said public places shall include, but not be limited to the following:

i. The Borough Building

- E. The collection, removal and disposal of the Garbage, Rubbish and Residential Refuse shall be done in such a manner as not to annoy, inconvenience or damage persons or property, and the carts and containers, where applicable, shall be left where found before the removal of Garbage, Rubbish, and Residential Refuse from them. The Hauler shall immediately clean up any strewn or spilled Refuse resulting from the Collection process.
- F. The Hauler is not required to collect any type of Medical Waste.
- G. The Hauler shall be required to offer On-Call Door-to-Door Household Hazardous Waste Collection, Processing and Disposal as described in Exhibit ____.

2. Collection Schedule

- A. The current pick-up day is Monday, excluding holidays. If Hauler changes the day of the pick-up from the current day, it will be the responsibility of Hauler to notify the residents of the change in a timely fashion. Hauler shall be responsible for the printing of stickers, labels or other public media announcements that advise residents of the collection schedule and compensate the Borough for reasonable costs for administering and policing the provisions of this Contract.
 - i. The Borough may make or approve a change in the designated pick-up day for both Garbage, Rubbish and Residential Refuse and Bulky Waste upon discussion with the Successful Bidder after the Contract Award but before inception of the Contract. The final decision with respect to the pick up day selected, however, is that of the Borough.
- B. Collection services for refuse and recyclables shall commence no earlier than 6:00 a.m. and stop no later than 1:00 p.m. Collection service shall not be permitted on Sundays.
- C. Collection in advance of the stipulated hour at which time collection work may commence is strictly prohibited. Crews who violate the early morning collection hour are subject to arrest and a fine of One Thousand (\$1,000.00) Dollars for each violation, which will be charged to Hauler.
- D. Hauler shall, at the beginning of each year, submit a schedule of holidays it honors. If a holiday falls on the day of regular pickup, pickup shall be the following day. Hauler is responsible for notifying the Borough and residents of the holiday pickup days.
- E. If Hauler is, for any reason whatsoever, unable to make collections as scheduled, it shall notify the Borough Manager one (1) week in advance, stating the reason for the delay and the projected time for resuming collections. A service interruption regardless of duration places Hauler in default of performance.

3. Proof of Suitable Disposal Site

- A. Bidder must submit with its Bid written proof of permission to dump at a site or sites suitable for the disposal of Garbage, Rubbish, Residential Refuse and Yard Waste materials. This permission must be granted and certified for the duration of the Contract. The owner of the disposal site or sites must hold a permit from the appropriate County, State and

Federal agencies, with copies of the permits to be provided with the Contractor's Bid. All disposal sites must be in compliance with the Allegheny County Solid Waste Management Plan.

4. Route Supervisors

- A. The Hauler shall provide the Borough with the name and cell phone number of the Route Supervisor who will be overseeing and supervising the Collection activities within the Borough. A meeting shall take place between the Manager, or his authorized agent, and the Route Supervisor, by January 15, 2024 to review all aspects of the Collection activities within the Borough, with particular emphasis on any special requirements identified in these Specifications. Subsequent similar meetings will take place by January 15th of each succeeding Contract Year during the term of the Contract, as needed.
- B. If the Contractor changes the Route Supervisor at any time during the term of the Contract, the Contractor shall notify the Borough within ten (10) calendar days of that change and simultaneously provide the Borough with the name and cell phone number of the new Route Supervisor. Within ten (10) calendar days of receipt of that notice, a meeting as described in Paragraph 9(A) above shall then take place with the new Route Supervisor.

BID SHEET

Option 1

Traditional – Unlimited including 1 bulk item biweekly – Biweekly Recycling

2024	2025	2026	2027 (Opt. 1)	2028 (Opt. 2)
_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.

Option 2

Traditional – Unlimited including 1 bulk item biweekly – NO RECYCLE

2024	2025	2026	2027 (Opt. 1)	2028 (Opt. 2)
_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.

Option 3

Traditional – Unlimited including 1 bulk item biweekly – Biweekly Recycling –

*Yard Waste (monthly/quarterly) April-September

2024	2025	2026	2027 (Opt. 1)	2028 (Opt. 2)
_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.
* _____ Per unit monthly	* _____ Per unit monthly	* _____ Per unit monthly	* _____ Per unit monthly	* _____ Per unit monthly
* _____ Per unit quarterly	* _____ Per unit quarterly	* _____ Per unit quarterly	* _____ Per unit quarterly	* _____ Per unit quarterly

Option 4

Traditional – LIMITED (1 Can) including 1 bulk item biweekly – Biweekly Recycling

2024	2025	2026	2027 (Opt. 1)	2028 (Opt. 2)
_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.

Option 5

Traditional – LIMITED (1 Can) including 1 bulk item biweekly – NO RECYCLE

2024	2025	2026	2027 (Opt. 1)	2028 (Opt. 2)
_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.

Option 6

Traditional – LIMITED (1 Can) including 1 bulk item biweekly –Biweekly Recycling

Yard Waste (monthly/quarterly) April-September

2024	2025	2026	2027 (Opt. 1)	2028 (Opt. 2)
_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.
* _____ Per unit monthly	* _____ Per unit monthly	* _____ Per unit monthly	* _____ Per unit monthly	* _____ Per unit monthly
* _____ Per unit quarterly	* _____ Per unit quarterly	* _____ Per unit quarterly	* _____ Per unit quarterly	* _____ Per unit quarterly

Option 7

Hazardous Waste Collection

2024	2025	2026	2027 (Opt. 1)	2028 (Opt. 2)
_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.	_____ Per unit mo.

Bid Submitted By:

Company Name: _____

Company Address: _____

Contact Name: _____

Contact Email: _____

Contact Phone Number: _____

Signature: _____

Date Submitted: _____

REFUSE AND RECYCLING COLLECTION AGREEMENT

Entered into this ____ day of _____, 2023 between _____ (hereinafter referred to as "Hauler")

AND

The BOROUGH OF BLAWNOX, County of Allegheny, Commonwealth of Pennsylvania (hereinafter referred to as "Blawnox" or "Borough").

WHEREAS, Blawnox desires to contract with Hauler for the collection of refuse and recyclables in the Borough under certain conditions, rules and regulations; and

WHEREAS, Hauler desires to contract with Blawnox for the collection of refuse and recyclables in Blawnox.

NOW, THEREFORE, in consideration of the above premises, and intending to be legally bound hereby, the parties hereto agree as follows:

1. INCORPORATION

The Definitions, General Specifications and Detailed Specifications that are included with the Request for Bids (hereinafter referred to as "Bid Docs") are specifically incorporated herein as if fully set forth below. In the event there is a conflict amongst the terms of this Agreement and the Bid Docs, the Bid Docs control.

2. TERM

- A. The Contract term shall be for a three (3) year period commencing January 1, 2024, and ending December 31, 2026.
- B. The Borough shall have two, single year options to extend the term of the Agreement. To elect the single year option, the Borough must provide ninety (90) days' written notice to the Hauler prior to the expiration of the Current Term.

3. COST AND PAYMENT

- A. The compensation paid to Hauler by the Borough shall be as set forth in the Bid Proposal, attached hereto as Exhibit "A" and incorporated herein.

4. ASSIGNMENT, DEFAULT AND TERMINATION

- A. This Agreement shall not be assigned, sold, transferred or set over to any person or persons, firm or firms, corporation or corporations, without the express written consent of the Borough of Blawnox;
- B. Any violation of this Agreement shall be sufficient cause for the immediate cancellation of the Agreement by the Borough of Blawnox who may thereupon obtain the necessary equipment, employ the necessary labor, and otherwise proceed to perform the work under the Contract, and/or advertise and re-let the work, all at the expense of Hauler and its surety;
- C. If Hauler, by reason of insolvency, merger, acquisition, or any other reason, defaults in the performance of any part of the Contract, the Borough has the right to declare the Agreement terminated, and to proceed to license others to perform necessary services, or to perform such services directly, and to hold Hauler liable for the penalties occasioned by such breach of contract; and
- D. Neither party hereto shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including but not limited to: strikes or other labor disputes, riots, protests, civil disturbances, or sabotage, change in laws, fires, floods, explosions, accidents, weather, lack of required natural resources or acts of God affecting either party hereto, provided that both oral and written notice is given forty-eight (48) hours after such event or circumstance.

5. GOVERNING LAW

This Agreement and all matters arising from or relating to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Jurisdiction over all matters arising from or relating to this Agreement shall exclusively in the Court of Common Pleas of Allegheny County.

6. ENTIRE AGREEMENT & VALIDITY

- A. This Agreement and the Bid Docs contain the entire Agreement of the parties with respect to its subject matter and the terms and provisions of this Agreement may only be modified or waived by a written document executed by all parties.
- B. In the event that any term or provision of this Agreement is lawfully held or declared to be invalid, illegal or unenforceable, it shall be deleted to the extent necessary under the applicable law and the validity of the other terms and provisions shall not be affected hereby.

7. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document; provided, however, that this Agreement shall not be effective unless and until the Parties named herein shall all have executed it. The exchange of

signatures via electronic means, such as the transmission of a PDF signature by e-mail and/or the use of applications such as DocuSign or similar program, shall be valid and enforceable.

WITNESS the due execution hereof the day and year first above written.

ATTEST:

HAULER

By _____

ATTEST:

BOROUGH OF BLAWNOX

By _____

Kathy Ulanowicz
Borough Manager

Deborah Laskey
Council President

HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICE

Borough of Blawnox

On-Call Door-to-Door Household Hazardous Waste Collection, Processing and Disposal.

1. Contractor, either through its own equipment and personnel or through a qualified subcontractor, shall provide to the residents of **Borough of Blawnox** 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 5:00 PM EST, Monday through Friday (English and Spanish speaking operators). An automated call system shall be available for calls received after hours, on weekends and holidays. A web-based platform also must be available 24 hours per day, seven days per week, to permit residents to schedule collections. The call center must be staffed with individuals who are tasked as their exclusive job to work with residents and their household hazardous and electronic materials. Residents may use the program as often during the year as may be needed. No estimate is available on the number of homes that may participate.
 - B. Contractor must provide each resident via U.S. Mail at least seven (7) days in advance of the scheduled collection date a containment device (box/bag) which is approved by **Borough of Blawnox** and meets DEP requirements. Each containment device should hold approximately 50-75 pounds of acceptable materials. Residents may fill the bag, and also can place outside the bag large items such as straight fluorescent lamps, auto batteries and electronics.
 - C. An instruction sheet must accompany the containment device with complete details about the program. Blank labels shall be included with the containment device for residents to label and identify unlabeled acceptable materials. In addition, a pre-printed, postage pre-paid survey card must accompany the containment device, soliciting customer feedback on the service. The return address on the survey cards will be to a representative to be designated by **Borough of Blawnox**.

- 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. There can be no separate charge for electronic waste and the successful contractor must comply with existing state regulations regarding disposition of electronics. The current state/municipality program does not apply to this contract.
- J. Contractor must indemnify the Borough for any action that may occur after Contractor has taken possession of the materials. The contractor must accept generator status.
- K. Prior to program launch, the Contractor shall assist Borough of Blawnox in developing press release and/or advertising material to announce the HHW Service, and will assist the Borough in the planning of a public education campaign introducing the Household Hazardous Waste Collection Program.
- L. Contractor shall provide Borough of Blawnox quarterly and annual reports detailing all materials collected, number of homes collected from, pounds per home and other pertinent details as may be required by Baden Borough.

- M. The collection of e-Waste / HHW (from businesses) is excluded from this program. Homes with commercial chemicals, containers of more than five gallons and home businesses will not be served.
- N. Contractor must demonstrate that it, and all proposed subcontractors, are registered hazardous waste transporters in good standing with the state, and have all necessary licenses, endorsements, permits and training to safely and properly manage the household hazardous waste program in compliance with applicable federal, state and local statutes, laws, rules and regulations. Contractor must demonstrate compliance with this section at the time of the award of this contract.
2. Contractor must include the following information:
- A. A narrative description of Contractor's proposal offering the identification of all recycling, treatment/processing and disposal destinations for the acceptable materials collected from residents.
- B. Sample of announcement flyer
- C. An operations plan describing the manner in which a typical collection event from a resident's location will be scheduled and performed. The following elements must be included in the plan (as required by the Borough and DEP and commonly referred to as a PPC plan):
- Specifics on how materials will be managed at the home
 - Type of vehicle used, how will materials be stored in the vehicle
 - Pollution prevention element
 - Health and Safety element
 - Description of disposition of materials (recycling preference)
 - Technician training element
 - If materials will go to Contractor's own facility, description of that facility and that it meets DEP regulations
 - Handling process e.g. collect from home and transport to facility X then to facility Y etc.
3. The following is the list of acceptable waste included with this service and items that are not included (unacceptable):

ACCEPTABLE HHW WASTES	UNACCEPTABLE
Pesticides & Insect Sprays	Biological Waste
Herbicides-Aerosols	Radioactive Materials including Detectors
Thermometers	Ammunition and Explosives
Swimming Pool Chemicals	Commercial Chemicals
Wood Preservatives	Containers over 5 Gallons
Used Oil Filters	Materials Improperly Packaged
Vehicle Batteries	Unlabeled and Unknown Materials

Household Fluorescent Tubes	Gas Cylinders
Adhesives	Fire Extinguishers
Drain Openers-Chlorine Bleach	Tires
Corrosive Chemicals (Non-commercial)	Appliances
Lye	Liquid Mercury
Driveway Sealer (less than 5 Gals.)	All Medications
Hobby Chemicals	
Lubricants (Motor Oil, Transmission Fluid)	
Paint Products (Oil, Latex, Stripper)	
Paint Thinners	
Automotive Cleaners (Waxes, Polishes)	
Gasoline (less than 5 Gals)	
Automotive Chemicals (Antifreeze, Brake Fluid) (less than 5 Gals.)	
Consumer electronics-E Waste	

The collection of televisions, computer systems, peripheral items with circuit boards, and other electronics items is included at no additional cost, subject to daily maximum limits set forth in the service guidelines.

