THE CHARTIERS VALLEY SCHOOL DISTRICT 2030 SWALLOW HILL ROAD PITTSBURGH, PENNSYLVANIA 15220

REQUEST FOR PROPOSAL

WASTE DISPOSAL SERVICES

DUE:

Wednesday, March 20, 2024

<u>9:00AM</u>

THE CHARTIERS VALLEY SCHOOL DISTRICT ALLEGHENY COUNTY, PENNSYLVANIA

INSTRUCTIONS TO PROPOSERS and TERMS AND CONDITIONS of the CONTRACT

The Board of School Directors of the Chartiers Valley School District ("School District"), Allegheny County, Pennsylvania requests Proposals for our Waste Disposal Service.

The Chartiers Valley High School, Middle School, Primary School and Transportation Garage are located along Thoms Run Road, Bridgeville PA 15217. (50 - 125 Thoms Run Road) The Chartiers Valley Intermediate School is located at 2030 Swallow Hill Road, Pittsburgh PA, 15220. Chartiers Valley School District encompasses four communities in the south hills of Allegheny County. (Bridgeville, Collier Township, Scott Township and Heidelberg) Chartiers Valley School District operates four schools and one support building.

Requested containers and pick up schedule below.

At the Chartiers Valley High School (50 Thoms Run Road) required containers and pick up:

- 2 8 Yard Trash Dumpster
- 1 4 Yard Recycle Dumpster

Trash to be picked up daily Monday - Friday

Recycle to be picked up Thursday

At the Chartiers Valley Middle School (50 Thoms Run Road) required containers and pick up:

- 2 8 Yard Trash Dumpster
- 1 4 Yard Recycle Dumpster

Trash to be picked up daily Monday - Friday

Recycle to be picked up Thursday

At the Chartiers Valley Transportation Garage (97 Thoms Run Road) required containers and pick up:

- 1 4 Yard Trash Dumpster
- 1 2 Yard Recycle Dumpster

Trash to be picked up daily Monday - Friday

Recycle to be picked up Thursday

At the Chartiers Valley Primary School (125 Thoms Run Road) required containers and pick up:

- 2 8 Yard Trash Dumpster
- 1 4 Yard Recycle Dumpster

Trash to be picked up daily Monday - Friday

Recycle to be picked up Thursday

At the Chartiers Valley Intermediate School (2030 Swallow Hill Road) required containers and pick up:

- 2 8 Yard Trash Dumpster
- 1 4 Yard Recycle Dumpster

Trash to be picked up daily Monday - Friday Recycle to be picked up Thursday

A. INSTRUCTIONS TO PROPOSERS

- 1. <u>Date Due</u>: Sealed proposals must be received by the Board Secretary at the Chartiers Valley School District Administration Office, 2030 Swallow Hill Rd., Pittsburgh, Pennsylvania 15220, on or before 9:00 A.M. on Wednesday, March 20, 2024. Proposals will be opened and read aloud at 9:00 A.M. on Wednesday, March 20, 2024, in the Board Room of the Chartiers Valley School District. No proposals will be accepted under any circumstances after the date and time set forth above for receipt of sealed proposals.
- 2. **Questions:** All questions should be directed to Ryan Snodgrass, Director of Facilities, via email only at (rsnodgrass@cvsd.net) at least twenty four (24) hours in advance of the time set forth above for Proposals to be opened and read aloud. No telephone inquiries will be accepted. Failure to adhere to this requirement may result in Proposal disqualification and/or unanswered questions.
- 3. **Proposal Submission:** All proposals must be submitted on the proposal forms provided, with the prices stated as requested. Proposals submitted on forms other than the proposal forms provided will be subject to rejection. Proposals must be signed by an authorized officer of the company or by a member of the firm submitting the proposal. The Waste Disposal Services specified are exempt from State Sales Taxes.
- 4. **Proposal Identification:** Each Proposal must be submitted in a sealed opaque envelope and marked in the lower left hand corner of the envelope "SEALED Proposal: WASTE DISPOSAL SERVICES".
- 5. **Signature:** Each Proposal must be signed in ink by the Proposer, in his/her usual handwriting and provide his/her official title.
- 6. <u>Delivery:</u> All trash and recyclable pick-ups must be made before 6AM. If a delay occurs, the provider will wait at the site or return that same morning. Required collection will occur daily without penalty.
- 7. <u>Prices:</u> Proposals shall include all costs, expenses and associated charges. The Proposal amount is the final, all-inclusive charge to the school, without exception or addition on any account whatsoever. No additional charges, penalties or fees for contamination, blocked areas, etc. will be assessed to the District.
- 8. By submission, the Proposer accepts and agrees that its Proposal shall REMAIN IN FULL FORCE AND EFFECT FOR A PERIOD OF 90 DAYS BEYOND THE DATE OF Proposal OPENING.

- 9. <u>Contract</u>: These specifications will become the basis of the contract when the Proposal is awarded. Changes, alternations, or interlineations in the Proposal are not permitted. This contract will not be deemed executed until awarded by the School District.
- 10. **Reservation:** The School District reserves the right to reject any or all Proposals, or any portions thereof. The School District reserves the right to award the contract not based solely on the vendor with the lowest Proposal, but to evaluate/consider all Proposal submissions and to make its award based upon the best interests of the District and after a determination of which Proposal submission, if any, best and most completely fulfills the requirements of the School District. During the evaluation process, the School District reserves the right to request additional information or clarifications from proposers or to allow corrections of errors or omissions.

B. TERMS AND CONDITIONS

- 1. Insurance: All Proposers must provide evidence sufficient to the District of insurance in the following amounts:
 - a. Commercial General Liability with policy limits of not less than One Million (\$1,000,000) for each occurrence and Two Million (\$2,000,000) in the aggregate for bodily injury, personal/advertising injury and property damage;
 - b. Automotive Liability covering owned and rented vehicles operated by proposer, its consultants, agents, servants and employees with policy limits of not less than One Million (\$1,000,000) combined single limit and in the aggregate;
 - c. Umbrella or excess liability insurance with policy limits of not less than Two Million Dollars (\$5,000,000);
 - d. Workers' Compensation at statutory limits and Employers' Liability with a policy limit of not less than One Million (\$1,000,000); and
 - e. To the extent that services typically covered under professional liability insurance are to be rendered, Professional liability insurance covering the negligent acts, errors and/or omissions in the performance of services by proposer, its consultants, agents, servants and/or employees with policy limits of not less than One Million (\$1,000,000) per claim and in the aggregate.

Proposer shall provide the District with Certificates of Insurance evidencing compliance with the insurance requirements set forth in this Section immediately, or as soon thereafter as possible, following contract award. The Certificates will identify the Owner as a named, additional insured on all applicable policies of insurance.

No such required p0licy shall contain a policy provision or an endorsement that excludes from coverage claims, injuries and/or damages arising out of or in any way related to:

- A. Sexual harassment
- B. Sexual assault or molestation; or
- C. Any other form of sexual abuse whether alleged to be actual, threatened or intended.

The policy or policies shall contain specific endorsements for any environmental claims arising out the performance of the work as well as any claims arising of a violation of any permits issued by any governmental agency relating to the work.

Carrier shall require the district to be named additional insured and certificate holder on each policy of insurance where such designation is allowed by law.

The carrier(s) shall be subject to the approval of the district as verification of requisite insurance carrier shall provide to the district for each such insurance required in this section sufficiently prior to the execution of the parties' agreement

Evidence of a certificate of insurance, written on an acorn form or other form acceptable to the districts solicitor as agreed in advance; and

policy endorsements identifying the district as a named additional insured on the policies of insurance

Carrier shall purchase, provide and maintain the required insurance from a company or companies lawfully authorized to do business in Allegheny County, Pennsylvania.

Carrier shall inform the district in writing of any cancellation or non-renewal of any policy enumerated herein which shall be set forth in the contract between the parties and shall furnish proof of insurance upon request of the district.

Carrier shall secure from its insurance agent, broker producer and insurer evidence in letter form with appropriate signatures of persons with authority to bind each, that the Agreement with the District is an "insured contract" as that term is defined or commonly understood in the insurance industry, and therefore, the Agreement between the Carrier and the District is an exception to the "contractual" exclusion under all required policies of insurance. The contract between the parties will further provide that each policy shall contain a provision that the policy will not be cancelled or allowed to expire, and that the limits will not be reduced, without at least sixty (60) days' notice prior written notice to the District. Carrier shall secure replacement coverage following a lapse or expiration of a policy immediately and in such manner so as to prevent a coverage lapse.

2. Indemnity: Proposer agrees to defend, indemnify and hold harmless the District, its officers, directors, administrators, Board members, agents, servants and employees from and against any and all claims, damages, losses, judgments and/or verdicts arising from or in any way related to the goods, services, and/or items provided by it, or to be provided by

it, to the District, including against claims by third parties, for attorneys' fees and/or costs or expenses, to the extent caused, in whole or in part by the wrongful and/or negligent acts, errors and/or omissions of Proposer, its agents, servants, employees or consultants.

3. The Proposer warrants that it possesses all necessary permits for the work including any local, county state or other permit and further warrants that it shall notify the District immediately in the event any such permit is revoked or is the subject of any removal or suspension proceeding.

DOCUMENTS REQUIRED FOR PROPOSAL SUBMISSION

Please complete the following:

- 1. Non-Collusion Affidavit
- 2. Proposer Information Sheet Pages 1 and 2
- 3. Cost of Proposal Sheet
- 4. Deviation Form

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

Contra	act/Proposal No.	
State of	of	
Count	ty of	
I state	e that I am	
	(Title),	(Name of Firm)
	authorized to make the affidavit on behalf of my fers. I am the person responsible in the firm for the	
I state	e that:	
1.	The price(s) and amount of this Proposal have to consultation, communication or agreement with potential Proposer.	
2.	Neither the price(s) nor the amount of this Proposal, he person who is a Proposer or potential Proposer Proposal opening.	ave been disclosed to any other firm or
3.	No attempt has been made or will be made to in Proposing on this contract, or to submit a Proposing any intentionally high or noncompetitive Propo Proposal.	sal higher than this Proposal, or to submit
4.	The Proposal of my firm is made in good faith a discussion with, or inducement from, any firm other noncompetitive Proposal.	
	its	affiliates, subsidiaries,
	(Name of Firm)	

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

I state that				
(Name of Firm)				
understands and acknowledges that the above representations are material and important, and will be relied on by the Chartiers Valley School District in awarding the contract(s) for which this Proposal is submitted. I understand and the firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Chartiers Valley School District of the true facts relating to the submission of Proposals for this contract.				
	(Name and Company Position)			
Sworn to and subscribed				
before me thisday of2	0			
(Notary Public)	(My Commission Expires)			

$\label{eq:proposer} \textbf{PROPOSER INFORMATION SHEET (Page 1 of 2)}$

Official Company Name of Proposer: _	
Address of Proposer:	
Telephone Number of Proposer:	
Date of Proposal:	
Company Representative's Name:	
Signature of Company Representative:	
Company Representative's Title:	

Three school district references

Reference 1	
District Name:	
Point of contact name:	_
Email address:	
Phone number:	
Reference 2	
District Name:	
Point of contact name:	_
Email address:	
Phone number:	
Reference 3	
District Name:	
Point of contact name:	_
Email address:	
Phone number	

PROPOSER INFORMATION SHEET (Page 2 of 2)

ddress of the	SUMMARY: office that will	l support Ch	nartiers Valle	ey School D	istrict.	ie roeutron une	•

The proposer certifies he/she has familiarized him/herself with our specifications and has carefully read them and understands their contents.

Waste Disposal Service Schedules

Official Company Na	me of Proposer:	
Address of Proposer:		
Phone of Proposer:		
Date of Proposer's Pr	oposal:	
Company Representa	tive's Name:	
Signature of Company	y Representative:	
	pany Title: include all and any additional taxes/fees.)	_
The Proposer certifies them and understands	s he/she has familiarized himself with your specifications, h s their contents.	nas carefully read
TOTAL Proposal 2024	/2025 \$	
TOTAL Proposal 2025	/2026: \$	
TOTAL Proposal 2027	/2028: \$	
•	lividual Sole proprietor trading Under a fictions name	
	<u>.</u>	
Title: Trading as:		
	poration both officers sign and place	
Sign Here:	President of Vice President	
corporate seal	President of Vice President	
Attest:		
Secretary	of Asst. Secretary	

DEVIATION FORM

In the event that the undersigned Proposer intends to deviate from the specifications by utilizing any materials, items, treatments, finishes, inner construction, tailoring details, etc. contrary to those listed in the specifications, the Proposer is to fully document and describe each deviation in complete detail, including reasons for the deviation. Proposer should include in its description how the deviation is equal to or better than the items specified in the Proposal. General statements related to deviation are not acceptable and will subject the Proposal to rejection. All approved deviations must be acknowledged and approved in writing by the District.

If no deviations are submitted, the Proposer assures the District of full compliance with the specifications, instructions and conditions, and assures the District that samples accompanying Proposal meet all specifications.

If deviations are found on said sample, and not listed, the Proposer may be disqualified, in the District's sole discretion.

Company	
Signed	
Title	
Date	