

REQUEST FOR BIDS

Collection, Transportation, Marketing and Processing
of Municipal Solid Waste, Recyclable Materials and Yard
Waste

KENHORST BOROUGH
BERKS COUNTY PENNSYLVANIA

BID OPENING

Tuesday, October 12, 2021 at 12:00 p.m.

KENHORST BOROUGH
339 S. Kenhorst Blvd. Kenhorst, Pa. 19607
(610) 777-7327

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I. NOTICES AND INSTRUCTIONS

A. Notice to Bidders:

1. The Kenhorst Borough Council will receive sealed bids at the Borough Hall at 339 S. Kenhorst Blvd., Kenhorst, Berks County, Pennsylvania, until 12:00 p.m. prevailing time on Tuesday, October 12, 2021 for Collection, Transportation, Marketing and Processing of Municipal Solid Waste, Recyclable Materials and Yard Waste. The bid opening will be held at 12:01 p.m.
2. Specifications and Bid Forms for the above work can be obtained for \$15.00 at the Borough Office Monday through Friday from 8:00 a.m. to 4:00 p.m. Note that the office is closed for lunch from noon to 12:30 p.m.
3. There will be no pre-bid conference. All written questions shall be forwarded to Kenhorst Borough via facsimile ((610) 777-8980) or emailed to bcole@kenhorstborough.com. Response to all questions received **will** be forwarded to all bidders who have purchased a specification and bid form package.
4. Bid surety in the amount of ten percent (10%) of the total bid shall be included in each bid. A certified check or bid bond will be accepted.
5. The Kenhorst Borough Council reserves the right to accept or reject any and all bids, and to accept or reject any part of a bid that may not be in the best interest of the public.
6. Employees shall not be discriminated against because of race, color, age, religion, sex, gender or national origin.

Brian Cole
Kenhorst Borough Manager

Advertised in the Reading Eagle: September 10, 2021

B. Specifications for the Collection, Transportation, Marketing and Processing of Municipal Solid Waste, Recyclable Materials and Yard Waste:

All Municipal Solid Waste, Recyclable Materials and Yard Waste collections shall be performed in accordance with Ordinance #543. The Ordinance is hereby made a part of these Specifications.

The service period shall be for three (3) years to commence on January 1, 2022 and shall expire on December 31, 2024. The Borough reserves the right to extend the contract for up to two (2) additional one (1) year terms.

It is the intent of this Invitation to Bid to secure one (1) Contractor to provide the following services to Kenhorst Borough:

Option 1A: Collection and Transportation of Municipal Solid Waste:

The unit bid and contract price for Option 1A shall include all labor, materials and equipment needed to collect and transport a maximum of:

A. Four (4) 35-gallon trash bags or containers, of municipal solid waste per unit, per week, from approximately 1,205 residential and small business units, located within the Borough. It shall be up to the winning bidder to enforce the number of containers/bags at each residential location.

B. The successful Contractor also shall be responsible for collecting and transporting municipal solid waste from Borough Hall.

C. Lastly, the Contractor shall provide a price for the collection and transportation of pre-ticketed Bulk Items that may be placed curbside by residents and small business units on a regular basis on their regular trash day.

All Municipal Waste collected under Option 1A of this specification, shall be transported by the successful bidder to Berks Transfer Station, 59 Willow Creek Road, Reading, PA 19605. All Disposal fees will be paid directly by the Borough to Berks Transfer under separate contract.

The Contractor shall compute yearly prices based on a once per week Curbside Collection of Municipal Solid Waste.

Option 1B: Annual (Spring) Collection and Transportation of Bulk Items:

The unit bid and contract price for Option 1B shall include all labor, materials and equipment needed to collect and transport bulk items during

a scheduled Spring collection day (date to be determined in April) from approximately 1,205 residential and small business units, located within the Borough. Contractor shall provide a price for the collection and transportation of Bulk Items that may be placed at the curb by residents.

All Bulk Items collected under Option 1B of this specification shall be transported by the successful bidder to Berks Transfer Station. All Disposal fees will be paid directly by the Borough to Berks Transfer under separate contract.

The Contractor shall compute yearly prices based on an annual (April) Curbside collection of Bulk Items.

Option 1C: Annual (Fall) Collection and Transportation of Bulk Items:

The unit bid and contract price for Option 1C shall include all labor, materials and equipment needed to collect and transport bulk items during a scheduled fall collection day (date to be determined in October) from approximately 1,205 residential and small business units, located within the Borough. Contractor shall provide a price for the collection and transportation of Bulk Items that may be placed at the curb by residents.

All Bulk Items collected under Option 1C of this specification shall be transported by the successful bidder to Berks Transfer Station. All Disposal fees will be paid directly by the Borough to Berks Transfer under separate contract.

The Contractor shall compute yearly prices based on an annual (October) Curbside collection of Bulk Items.

Option 2A: Collection, Transportation, and Marketing of Designated Recyclable Materials:

The unit bid and contract price for Option 2A shall include all labor, materials and equipment needed for the **bi-weekly Curbside Collection**, transportation, and marketing of single-stream recyclables including:

- Clear, amber and green glass
- Aluminum and tin cans
- All plastics, #1 through #7
- Mixed paper including: newsprint, paperboard, corrugated boxes, magazines, office paper, junk mail, paperback books, phone books," gift wrapping and boxes.

Kenhorst Borough has approximately 1,205 units. The successful

Contractor shall also be responsible for collecting recyclable materials from Borough Hall.

It is estimated that 253 tons of single-stream materials will be collected during this contract per year based on actual collection data from 2020.

To improve the efficiency in collection, set out locations will be standardized by requiring all recyclables to be placed for collection at curbside. Homeowners will source separate recyclable materials from trash. Recyclables will be set out for collection in rigid reusable recycle containers.

A minimum of five percent (5%) contamination is assumed for recyclable materials to be collected under this contract. No adjustments will be made to this contract for water content due to inclement weather.

The Contractor shall compute yearly prices based on **bi-weekly** Curbside Collection.

The Contractor shall be prohibited from disposing of the Borough's collected recyclable materials at a landfill or other waste disposal facility that will prevent the beneficial reuse of the materials.

Option 2B: Collection, Transportation, and Marketing of Designated

Recyclable Materials: All specifications and requirements previously listed in Option 2A will remain the same under Option 2B, except that the Contractor shall compute yearly prices based on **weekly** curbside collection of recyclables under this option.

Processing and marketing of single-stream recyclables including: clear and colored glass, aluminum and tin cans, #1 through #7 plastic bottles and containers, as well as, mixed paper including: newsprint, cardboard, corrugated boxes, magazines, office paper, junk mail, paperback books, phone books, gift wrapping and boxes.

A minimum of five percent (5%) contamination is assumed from the recyclables to be marketed under this contract. No adjustments will be made to this contract for water content due to inclement weather.

The following is the estimated tonnage of recyclables to be marketed under this contract per year:

Single Stream Recycling - 253 Tons

Option 3: Collection, Transportation and Processing of Yard Waste:

The unit bid and contract price for Option 3 shall include all labor, materials and equipment needed for the collection, transportation and processing of yard waste from approximately 1,205 units on a weekly basis, from **March 15th through December 15th** of each year, using privately owned vehicles. The successful Contractor also shall be responsible for collecting yard waste from Borough Hall. **It is estimated that, 109 tons of yard waste will be collected through this contract per year.**

To improve the efficiency in collection, set out locations will be standardized by requiring all yard waste to be placed curbside for collection. **Property owners will source separate yard waste materials from trash and recycling and set out for collection as follows - 1) in purchased biodegradable yard waste bags, 2) placed loose in an open top container or 3) cut to lengths of 4 feet or less and bundled with string.** Note that Christmas Trees will be collected curbside as part of the Yard Waste Collection price during the month of January each year.

The Contractor shall compute yearly prices based on weekly curbside collection of Christmas Trees in January and all other yard waste collected between March 15th and December 15th each year.

The Contractor shall be prohibited from disposing of the Borough's collected yard waste - including Christmas Trees - at a landfill or other waste disposal facility that will prevent the beneficial reuse of the materials.

The above options are bid separately and contractors can bid on any or all options.

Bidders' attention is called to the fact that the quantity and tonnage of materials to be collected will vary during the life of the contract period. Regardless of quantity, the Contractor is obligated to meet all conditions of the pertinent specifications.

Unit Adjustment

- The Borough may add or delete units by notifying the Contractor.
- The Contractor will begin service of the additional units the next calendar day following receipt of notice. Each added unit shall be subject to the Agreement on the effective date.

The Borough may, at its discretion, adjust residential and commercial rates as necessary and define commercial or residential users.

C. Bidders:

1. Pre-Bid Conference. There will be no pre-bid conference. All written questions should be forwarded to Kenhorst Borough via facsimile ((610) 777-8980) or emailed to bcole@kenhorstthorough.com by not later than close of business on Tuesday, October 5, 2021.
2. General Information. **The service period shall be for three (3) years to commence on January 1, 2022 and shall expire on December 31, 2024.** The Borough reserves the right to extend the contract for up to two (2) additional one (1) year terms.

The Kenhorst Borough Council will consider only those bids received from parties whose names are recorded by the Borough as having secured Bid Specifications for this contract. Bid Specifications are not transferable to other parties for bidding purposes. Bids received from parties whose name(s) are not recorded by the Borough as having secured documents for this contract, will be rejected and returned to the bidder unopened.

The price(s) bid shall cover all costs of any nature incidental to or growing out of the work, including labor, material, equipment, transportation, and all else necessary to perform and complete the work in the manner and within the time specified. All incidental expenses in connection: therewith, all costs on account of loss by damage or destruction of the work, and any additional expenses for unforeseen difficulties encountered, for settlement of damages and for replacement of defective work and materials are to be included in the bid price.

The work includes the furnishing of all labor, transportation, marketing and processing required for the prompt and efficient collection of Municipal Solid Waste, Recyclable Materials and Yard Waste, accumulated within the present boundaries of Kenhorst Borough, as outlined in this specification.

D. Bid Submission Requirements:

1. Required Information. **Submit one (1) bound copy and two (2) unbound original copies to:**

**Borough Manager
Kenhorst Borough
339 S. Kenhorst Blvd.
Kenhorst, Pa. 19607**

Bids must be typed or printed (double-spaced) on 8 1/2" x 11" size paper and must be paginated.

Bids must be received in the Borough Hall, 339 S. Kenhorst Blvd., Kenhorst, Pa. 19607 no later than 12:00 p.m., on **Tuesday, October 12, 2021**. The bids will be opened at 12:01 p.m. **Contract will be awarded at a public meeting of the Kenhorst Borough Council on Thursday, November 4, 2021 at 7:00 p.m.** Borough reserves the right to accept or reject any and all bids, and to accept or reject any part of a bid that may not be in the best interest of the municipality.

Bids shall be included in an opaque sealed envelope, marked with the Project Title, the name and address of the Bidder, and accompanied by the Bid Security and other required Documents. If the Bid is sent through the mail or arrives by other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face thereof. Faxed or phoned bids will not be accepted.

2. Signature and Authority. The bid must be signed by an officer of the corporation, principal, partner, or other duly authorized person or persons with the requisite authority to make the commitments required by the specification. The signatures are to be provided as indicated on the bid forms. All Corporations must attach to their Bid, a certified copy of Charter or Articles of Incorporation.
3. Bid Security. Bidders shall include a Bid Security in the amount of 10% of the total bid price. Any Bid received without the required Bid Security shall be rejected. The Bid Security may be in the form of (1) a bank cashier's check payable to Kenhorst Borough and drawn on a United States bank or a Continental United States branch of a foreign bank acceptable to the Borough; (2) a surety bond, in form and substance satisfactory to the Borough and issued by a surety company which is listed in the most recent revision of U.S. Treasury Department circular 570, with its underwriting limitations therein stated at least equal to \$20,000,000, and which is acceptable to the Borough, through its licensed Pennsylvania resident agent

accompanied by a power of attorney of the surety company dated the date of the surety bond and otherwise in form and substance acceptable to the Borough.

4. Subcontracts. The Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the Borough.

E. Expense of Bid Preparation:

Each Bid will be prepared at the cost and expense of the Bidder. The Bidder shall make no claims for reimbursement for the cost or the expense of Bid preparation.

F. Withdrawal of Bids:

Bidders will be given permission to withdraw any Bids after they have been received by the Borough Manager at his/her office, provided said request is in writing and properly signed and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No bids may be withdrawn for a period of sixty(60) days following the formal opening and receipt of bids by Kenhorst Borough.

After the bid has been opened, it may not be withdrawn except as provided by Act of January 23, 1974, PL 9 No. 4 as same may be amended.

G. Bid Rejection:

Kenhorst Borough reserves the right to reject any or all bids and to accept or reject any part of any bid or to re-advertise if the best interest of the Borough will thereby be promoted. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the Borough. The Borough shall act in its sole discretion regarding what constitutes informalities in the bids received.

No Bid will be considered from any person, firm, or corporation, who has defaulted in the performance of any contract or agreement made with Kenhorst Borough or who has failed to perform satisfactorily such contract or agreement.

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

1. Evidence of collusion among Contractors.
2. Lack of competency as revealed by experience, equipment statements as submitted or other sources or documents.
3. Lack of responsibility, as shown by past work, judged from the standpoint of workmanship.
4. Default on any previous performance contracts within the past ten (10) years.

H. Examination and Inspection of Work

Bidders must inspect the entire Borough area included in the Technical Requirements and make their own determination with respect to number of collections, collection types and locations and all other circumstances which affect the cost of services to be performed. Estimates provided are not to be considered binding and bidders assume all risk in connection with the aforementioned.

Bidders must examine the Contract document, must visit the location of the work, must inform themselves of the conditions of the work, and must make their own estimates of requirements for execution of the work.

All work done under this contract shall be in full accordance with the Contract documents and shall be subject to the most thorough inspection.

Bidders will be expected to ensure their routes are safe for their employees and the Borough. It will be up to the bidder to ensure such routes are considered during the bidding process to ensure that employees are aware of routes and safety and behavioral standards for the Borough.

I. Reports

All reports shall be due within ten (10) working days from the end of the month and be submitted with the monthly billing. The reports shall be printed on the Contractor's letterhead and be signed by the Contractor or authorized representative. At a minimum, the reports shall include:

- a) Summaries of tonnage of all recyclables, yard waste and/or Municipal Solid Waste collected including daily weight receipts by material type.
- b) Number, type of complaints received, date received and action(s) taken.

The Contractor shall maintain for the Borough, accurate records, in a format approved by the Borough, indicating the tonnage of recyclables, yard waste and/or Municipal Solid Waste collected under this contract. These records

shall be kept on a daily, cumulative weekly, cumulative monthly and cumulative annual basis and shall be submitted to the Borough on a monthly basis along with their invoices. The Borough reserves the right to inspect such records and the record keeping procedures at any time.

J. Bid Award

The Borough will provide the Contractor a written notice of award, within thirty (30) days of bid opening. Notice to proceed may be extended past the 30 days by mutual consent. **Contract will begin on January 1, 2022 after receipt of the written notice to proceed by Borough.**

II. MINIMUM BIDDER QUALIFICATIONS

A. **Statement of Qualifications:**

Bids will only be accepted from contractors who are actively engaged in the type of business called for in the bid.

Summary of firm's identification, General Qualifications, Bid Forms, Statement of Public Disclosure and Non-Collusion Affidavit shall be submitted with bid, on Bid Forms B-1 through B-5 attached to this specification. *Note that Bid Bond form is not included - please use standard bid bond form.*

Bidders shall submit with their Bids evidence that the contractor is licensed or permitted to do business in the Commonwealth of Pennsylvania, the County of Berks and the Borough of Kenhorst.

Bidders must specify the number and type of all collection vehicles that will be used during the performance of the contract period and ensure that they have appropriate protocol to manage standards of and performance to ensure that their employees conduct themselves in a safe and lawful manner while in the Borough.

B. **Performance Bond:**

The terms of the Contract will require that the Bidder provide the Borough with a financial guarantee of the Bidders performance and payment obligations. The successful bidder will be required to furnish, within ten (10) days of receipt of the Contract Documents and a Performance Bond or an Irrevocable Letter of Credit in the amount equal to fifty percent (50%), of the total three (3) year contract price, to guarantee satisfactory performance. Said bond may be drawn down each year by the amount of the contract fulfilled. All bonds are subject to approval by the Borough Solicitor.

In case the contract is awarded to a bidder who fails to enter into the contract or to deliver all required bonds and affidavits, the cash or check deposited shall become absolute property of the Borough; or if a bond has been deposited, it shall become payable immediately. Cash, checks or bonds deposited will be returned to unsuccessful bidders as soon as the contract is awarded, or all bids rejected.

Bidders shall submit with their Bids a commitment letter issued by an approved surety obligating the surety to furnish a payment and performance bond in the required amount in the timetable specified above.

III. TECHNICAL REQUIREMENTS

A. **Introduction:**

The Kenhorst Borough Council intends to retain the services for Collection, Transportation, Marketing and Processing of Municipal Solid Waste, Recyclable Materials and Yard Waste from residential and small business units, within the corporate limits of Kenhorst Borough.

Any questions or clarifications concerning the bid specifications must be submitted to the Borough of Kenhorst in writing via facsimile or email -

(610) 777-8980 (Fax) or email: bcole@kenhorstborough.com

Interpretations or clarifications considered necessary by the Borough in response to such questions will be issued by Addenda, mailed or delivered to all parties recorded by the Borough as having received the Bid Specifications. **Questions received after Tuesday, October 5, 2021 may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.**

B. **Contract Requirements:**

Collection, Transportation, Marketing and Processing of Municipal Solid Waste, Recyclable Materials and Yard Waste from approximately 1,205 properties in Kenhorst Borough.

C. **General:**

Background - Properties to be serviced

Kenhorst Borough is located in Berks County, Pennsylvania, with an estimated population of 2,679 according to the 2010 census. The number of households and small businesses to be serviced under this contract is estimated at 1,205. To improve the efficiency in collection, set out locations will be standardized by requiring all Municipal Solid Waste, Recyclables and Yard Waste to be placed curbside for collection. Homeowners and small businesses will source separate yard waste materials from trash and set out for collection either in purchased biodegradable yard waste bags, open top containers or cut to lengths of 4' or less and bundled with string. Recyclables also will be source separated and will be placed curbside in rigid reusable containers.

Type of Materials to be Collected

Option 1A: Collection and Transportation of Municipal Solid Waste:

1) **Weekly curbside collection of four (4) 35-gallon trash bags or**

containers. This option would also include the pickup of extra containers or bags of trash with pre-purchased tags on them. This is a modified Pay as You Throw Program (PAYT).

- 2) Collection of bulk items which have been bulk tagged - see above.
- 3) Collection of municipal solid waste from Borough Hall.

The Contractor is responsible for the following tasks:

- a) Pick up municipal solid waste, which may be spilled on public streets or sidewalks as part of collection activities or as directed by the Borough.
- b) Trash containers shall not be thrown, after being emptied. A penalty in the amount of \$ 50.00 per occurrence will be deducted from monthly invoices, for this violation.

Option 1B: Annual (Spring) Collection and Transportation of Bulk Items

The unit bid and contract price for Option 1B shall include all labor, materials and equipment needed to collect and transport bulk items during a scheduled Spring collection day (date to be determined in April) from approximately 1,205 residential and small business units, located within the Borough. Contractor shall provide a price for the collection and transportation of Bulk Items that may be placed at the curb by residents.

All Bulk Items collected under Option 1B of this specification shall be transported by the successful bidder to the Berks Transfer Station. All Disposal fees will be paid directly by the Borough to Berks Transfer under separate contract.

The Contractor shall compute yearly prices based on an annual (April) Curbside collection of Bulk Items.

Option 1C: Annual Collection and Transportation of Bulk Items (Fall Collection):

This option includes all labor, materials and equipment needed to collect and transport bulk items during a scheduled fall (October) collection day (date to be determined) from approximately 1,205 residential and small business units, located within the Borough.

All Bulk Items collected shall be transported to the Berks Transfer Station. All Disposal fees will be paid directly by the Borough to Berks Transfer under separate contract.

Option 2A: Collection, Transportation, and Marketing of the following designated recyclable materials on a biweekly basis:

- 1) Glass (clear and all colors);
- 2) Aluminum and Tin Cans;
- 3) Plastic #1 through #7;
- 4) Mixed Paper (newsprint, paperboard, corrugated boxes, magazines, office paper, junk mail, paperback books, phone books, gift wrapping and boxes; and
- 5) Recyclable materials from Borough Hall.

The Contractor is responsible for the following tasks:

- a) Contractor shall collect all containers containing proper recyclable materials.
- b) Pick up recyclables, which are spilled on public streets or sidewalks, as directed by the Borough.
- c) Recycling containers shall not be thrown, after emptied. A penalty in the amount of \$50.00 per occurrence will be deducted from monthly invoices, for this violation.

Option 2B: Collection, Transportation, and Marketing of the following designated recyclable materials on a weekly basis:

This option is identical to Option 2A except the recyclables would be collected **every** Tuesday for the entire Borough starting on Tuesday, January 4, 2021.

Option 3: Collection, Transportation and Processing of Yard Waste:

A weekly curbside collection of yard waste shall be made throughout the entire Borough during the growing season. For the purpose of this contract the growing season will consist of March 15th through December 15th. All yard waste will be collected in brown paper, biodegradable bags manufactured for this purpose, open top containers, or bundled in 4 foot or smaller bundles and tied with string. **In addition, note that Christmas Trees will be collected at curbside weekly in January of each year as part of the Borough's yard waste collection program.**

The Contractor is responsible for the collection and processing of all yard waste which is properly set out for collection. **All yard waste is to be processed at a PADEP permitted commercial composting facility.**

Recyclable Processing

The Contractor shall be prohibited from disposing of the Borough's collected recyclable materials or processed recyclable materials at a landfill or other waste disposal facility that will prevent the beneficial reuse of the

materials.

Bidders, attention is called to the fact that the quantity and tonnage of material to be processed will vary during the life of the contract period. Regardless of quantity, the Contractor is obligated to meet all conditions of the pertinent specifications.

Hours of Collection & Transportation:

Designated recyclables required to be collected from residential and small business units shall be collected by the Contractor **either once every two (2) weeks on Tuesday for Option 2A or weekly on Tuesday for Option 2B** (regular recycling day) throughout the entire Borough. The starting date for collection of recyclable materials under this contract shall be January 4, 2022 and will continue on a weekly or bi-weekly (every other week) Tuesday schedule thereafter, depending on the contract award. Collection of recyclables from the residential and small business units shall not begin before 7:00 a.m. and shall be completed no later than 4:00 p.m. The Borough will provide maps and existing scheduled pick- up days, which must be followed.

Where a holiday falls on that regular collection day, all collections in that week, after the holiday, will be moved back one day. This includes recycling and yard waste collections.

Collection Equipment

Vehicle Condition and Appearance:

The contractor shall provide and maintain a sufficient number of vehicles and other equipment required for the prompt and efficient collection and transportation of municipal solid waste, recyclables and yard waste to be collected under the contract.

Equipment shall, be a uniform color and each unit shall be plainly identified with the name and address of the Contractor. The Contractor shall keep all trucks and any other equipment used in the collection of recyclables in good repair, well painted, numbered, and thoroughly cleaned.

Vehicle Inspections:

The Borough reserves the right to inspect any of the Contractor's equipment at any time during normal working hours.

Collection Practices

All Municipal Solid Waste, Recyclables and Yard Waste shall be removed, loaded in the truck and delivered to the disposal or processing facility without such materials being blown, dropped, or spilled and so that no objectionable odors, noxious gases, and liquid shall escape during or after the process of collection. The Contractor is responsible for remediation of all such incidents.

Collections will be made on the side or front street. When a property abuts on two streets, collection shall be made from either street. A few locations place trash and recyclables in the alley for collection.

The Contractor shall provide for each collection unit a minimum crew as deemed necessary to effect an efficient, safe, and sanitary operation and ensure that they have appropriate protocol to manage standards of and performance to ensure that their employees conduct themselves in a safe and lawful manner while in the Borough.

The Contractor shall ensure that vehicles do not back up or drive/park on a street "the wrong way", facing oncoming traffic to collect refuse, recyclables or yard waste.

Each collection truck shall be provided with a shovel and a broom with which to pick up any spillage of Municipal Solid Waste, Recyclables and/or Yard Waste.

The collectors shall clean up any spillage of Municipal Solid Waste, Recyclables and/or Yard Waste caused by them or the resident. Where repeated spillage occurs on the part of the landowner or tenant, the Contractor shall notify the Borough each time.

Ownership of Municipal Solid Waste, Recyclables and Yard Waste:

All materials shall be owned by, and be the responsibility of the occupants of the properties, until the Contractor collects them. These materials become the responsibility of the Contractor upon the Contractor's acceptance and collection of said items. If the Contractor determines that the recyclables set out by residents are unacceptable due to insufficient preparation of materials, she/he shall follow the rejection procedure below. In the event that improperly prepared materials are placed out for collection, the Contractor shall leave a sticker or other form of notification approved by the Borough explaining the proper method of preparation of materials, record the address on forms provided by the Borough, and report it to the

designated Borough representative. Notification shall take place on the same day the items are rejected or the items shall be considered a missed collection.

Immediately upon the Contractor's loading Municipal Solid Waste, Recyclables and/or Yard Waste into any collection vehicles, ownership of such materials shall be vested in the Contractor, and it shall become the Contractor's responsibility to transport such materials of every nature according to this specification.

The Borough reserves the right to spot check collection vehicles, to inspect their contents, and to accompany Contractor on the routes.

At the request of the Borough, Contractor shall be required to respond in writing on a form approved by the Borough to customer complaints, which includes the action taken in response to the complaint.

Holiday Collection:

The Contractor shall be required to perform collection service daily except Saturday and Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Where a holiday falls on a regular collection day, all collections in that week, after the holiday, will be moved back one day.

Collection Routes:

For the purpose of municipal waste collection, a Monday weekly collection schedule shall be followed. Yard Waste is collected every Tuesday from March 15th through December 15th. There will be an Annual Bulk Item Spring and/or Fall Collection in April and/or October (collection date(s) to be determined) of each year. Recyclables are to be collected weekly or bi-weekly on Tuesday, depending on the Option awarded, beginning on January 4, 2021.

The Contractor shall provide the Borough with a detailed collection/route schedule that specifies the route of each recycling and municipal solid waste collection vehicle, when each truck begins its route and approximate time of collection for each area of the Borough. This detailed final collection time schedule shall be submitted in writing to the Borough for approval within thirty (30) days of the Contract Award. The Borough in writing shall approve any changes. The supervisor shall inform the Borough office by the end of the day of any missed pickups, problems or complaints. **All missed**

pickups, problems or complaints shall be rectified by the Contractor within 24 hours.

During periods of inclement weather, the Contractor shall endeavor to maintain the prescribed pick-up schedule. In the event that a pick-up day is missed, the Contractor shall take all necessary steps to make up the lost time the next day and get back on schedule.

The Borough shall be responsible for notifying the public through the use of the Borough Website, radio, newspaper, television or direct mailers of any changes to the schedule.

The Contractor shall not be permitted to mix municipal waste, recyclable materials and/or yard waste from any other residential, small businesses, commercial, institutional, or industrial account in or out of the Borough borders with materials collected in accordance with scope of work provided herein.

Employees

Collection personnel shall be required to be uniformly dressed, must perform all work in a quiet and orderly manner, and shall not interfere with the safe passage of pedestrian or vehicular traffic. Collection personnel including drivers shall obey all state and local traffic laws. Driving the "wrong way" down a street (in opposing lane of traffic) or backing up on a street to access a collection location is not acceptable.

The Borough, may impose a penalty for any of the following offenses by employees of the Contractor during working hours including, but not limited to:

- a. Intoxication
- b. Use of loud, profane, vulgar, or obscene language
- c. Soliciting gratuities or tips from the public for services to be performed as part of this Contract.
- d. Refusal to collect or handle recyclables as herein required.
- e. Wantonly or maliciously damaging or destroying containers or receptacles.
- f. Wantonly or maliciously scattering or spilling of municipal solid waste and/or recyclables.
- g. Wanton, willful, or reckless disregard of public safety or sanitary requirements.
- h. Driving a collection vehicle without a valid commercial license.
- i. Creating a dangerous or unsafe condition during collection activities

The Contractor must provide the name and emergency telephone number of the supervisor who will oversee the contract work. The Contractor will be required to maintain throughout the life of this Contract a local telephone number during business days between the hours of 8:00 am and 4:30 pm.

The Contractor shall avoid damaging household recycling or municipal solid waste containers owned or used by the residents. If the Contractor damages any container, the Contractor must replace the damaged container at the Contractor's expense or the Borough shall replace the container and deduct the Borough's expense from the next monthly contract payment. Normal wear and tear does not constitute damage requiring replacement or repair under the terms of this Contract.

The Contractor shall perform the work in a manner, which will not damage any public or private property. The Contractor shall promptly repair or replace any and all damage caused in performing the work. Failure to do so may result in the Borough performing the work and deducting the cost of such work from monthly Contract payments.

Missed Collections

The Contractor shall implement the following procedure for missed collections. The Borough shall e-mail or fax complaint forms to the Contractor immediately for missed regular collection of Municipal Solid Waste, Recyclables and/or Yard Waste, and the Contractor shall collect by the end of the day. Complaints received after 4 p.m., shall be emailed or faxed to the Contractor and shall be collected within 24 hours. **A penalty in the amount of \$100 per occurrence will be deducted from monthly invoices for these violations.**

IV. PERFORMANCE REQUIREMENTS

A. General

The Contractor shall meet or exceed the performance standards established in this Specification. These standards shall correlate with a system of contract deductions against the Contractor for failure to meet the standards. The penalty for each category will be applied and deducted from the monthly contract price if the standards are not met. The Borough is under no obligation to warn of poor performance prior to commencing penalty deductions.

B. Performance Guarantees:

In connection with its performance obligations as set forth in this specification, the Bidder is required to make the following performance guarantees.

The Bidder shall collect all Municipal Solid Waste, Recyclables and/or Yard Waste in a clean and safe manner. In the event of default, the Bidder shall be liable and protect and indemnify the Borough for any additional costs incurred by the Borough in arranging for alternate means for the Collection, Transportation, Marketing and Processing of such materials.

C. Payment for Services:

1. The Contract Fee charged by the Bidder for the services outlined in this specification, shall be no more than the bid price. This fee shall be bid inclusive of all costs.
2. Contractor shall invoice the Borough monthly and request compensation for work completed within the billing period. A summary of all recyclables, yard waste and/or municipal solid waste collected during this billing period and a copy of all weight slips must be attached.
3. If the Borough fails to make any payments due to the Contractor for services and expenses within 45 days after receipt of each properly documented and authorized invoice, the amounts due to the Contractor will increase at the rate of 1% per month from said 45th day.
4. There shall be no adjustment of the contract price or payments because of any increase or decrease in tonnage of recyclables, yard waste or municipal solid waste collected, labor costs or operating

and maintenance expenses. Payment shall not be made unless all required documentation is submitted.

5. Any payment due to the Borough from the Contractor including, but not limited to, penalties and other costs incurred by the Borough for clean-up, repairs, or collection of Municipal Waste, Recyclable Materials and/or Yard Waste due to the Contractor's failure to perform such work shall be deducted by the Borough prior to authorization of each monthly payment.

D. Defaults and Remedies:

The following events of default will affect each of the parties involved in this Contract:

1. An assignment or proposed assignment by the Contractor for the benefit of creditors or a composition agreement with all or a material part of its creditors; or the appointment of a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, for the Contractor or any of its assets or revenues; or any proceeding commenced in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, Local, State or Federal, by or against the Contractor.
2. Failure to satisfy the commencement requirements set forth in this specification within ten (10) days of the notice to proceed date.
3. Failure to perform any material obligation under the terms of the specification.
4. Failure to correct issues involving non-compliance with performance obligations.

In the event of default, the amount of the Performance Bond will be forfeited to the Borough and the Borough may immediately terminate the Contract.

E. Violations and Assessment of Penalty:

Penalties are not intended as an alternative to the prompt and complete fulfillment of the Contractor's duties.

The Borough shall have the right to deduct from any monies due the

Contractor, the following amounts as liquidated damages for each offense for the following violations of the contract:

1. Failure to operate and complete collections on a regular route, unless prevented by an act of nature; the sum of one thousand dollars (\$1,000) per day, per truck and crew not operating.
2. Collecting recyclables, yard waste or municipal waste with Borough contracted recyclables, yard waste or municipal waste materials from locations other than those stated in this contract; the sum of one thousand dollars (\$1,000) per collection location.
3. The Contractor shall be prohibited from disposing of the Borough's collected recyclable materials, processed recyclable materials or yard waste at a landfill or other waste disposal facility. Violation of this contract provision shall be a material breach of the Contract and the Contractor shall pay a penalty of two thousand dollars (\$2000) deducted by the Borough for the first offense. A Contract Deduction shall be made in the amount of five thousand dollars (\$5000) for each additional offense or at the option of the Borough, termination of this contract.
4. Failure to collect acceptable items, included in this contract, properly placed at the designated pick-up point; the sum of one hundred dollars (\$100) for each location. Contractor is required to collect missed stops within 24 hours of regularly scheduled collection. No penalty will be assessed if Contractor fulfills requirement.
5. The Borough is authorized to deduct amounts of up to \$300 for each offense by employees of the Contractor as listed in Section III.C.7. of this Contract for other breach of performance obligations.
6. The Borough is authorized to deduct liquidation damages from the Contractor in the amount of up to \$300 for each violation of the provisions of this Contract or Borough Specifications. The Borough may deduct such amounts from the monthly payment due the Contractor.
7. In the event of breach of contract by the Contractor which may be considered in any event of assessment of liquidated damages, the Borough is authorized to cancel the contract upon five (5) days' notice.

F. Insurance Requirements:

The Contractor shall obtain and maintain insurance coverage in the amounts listed below, commencing on the service commencement date and continuing for the term of the Contract and provide proof thereof.

The Contractor shall maintain such insurance as will protect him/her from claims under workers' compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Contractor's Liability Insurance shall be in the names of the Contractors and the Borough, as their respective interests may appear. Original Certificates of such insurance shall be filed with the Borough.

The minimum amounts of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Contractors Public Liability	\$ 500,000/\$1,000,000
Contractors Property Damage	\$ 500,000/\$1,000,000
Automobile Bodily Injury	\$ 500,000/\$1,000,000
Automobile Property Damage	\$ 500,000/\$1,000,000

The Borough must be named as additional insured as evidenced in the Certificate of Insurance Submitted with the executed contract.

All policies shall carry an endorsement to the effect that the insurance company will provide at least thirty (30) days written notice to the Borough of any modifications or cancellation of any such policy.

G. Indemnification:

To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless the Borough against all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys, and all court costs) arising out of or relating to the performance of the work, provided that any such claim, cost, loss, or damage:

1. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; and
2. Is caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or

entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of any individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

3. Nothing in this agreement shall be construed as a waiver of the Borough's immunity protections.

H. Equal Employment Opportunity:

1. Supervision of Workers

The Contractor shall maintain a local office within Fifty (50) miles of Kenhorst Borough with telephone service from 8 a.m. to 5 p.m. Monday to Friday, except holidays.

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the Borough. Failure for the supervisor to resolve said directives shall be sufficient cause to give notice that the Contractor is in contract default.

2. Equal Employment

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, which may be, provided by the Borough setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender or national origin.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representatives of the Contractor, commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of the Contractor's noncompliance with the non-discrimination clauses of the Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Borough contracts.

3. Employment of Certain Persons Prohibited

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

I. Permits / Licenses:

The Contractor shall, at own expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract. The Contractor shall be, responsible for conducting operations in accordance with the provisions of such permits or licenses, copies of same to be filed with the Borough. All drivers must be licensed in accordance with the State Commercial Driver's License Program.

J. Observance of Laws, Ordinance and Regulations:

The Contractor at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate with hiring, wages, and any other applicable conditions of employment.

The Contractor acknowledges that the collection of Recyclables and Municipal Solid Waste is subject to Federal, State and Local laws, ordinances, rules and regulations. The Contractor agrees that all such laws, ordinances, rules and regulations are incorporated into and made part of this Contract as if set forth in full and that any breach thereof by the Contractor shall be deemed a material breach of this Contract. It shall be the responsibility of the Contractor to be knowledgeable of all requirements and regulations of and to abide by and also to report violations of the Borough's Ordinance and any amendments thereto.

V. INSTRUCTIONS FOR PREPARING BIDS

A. **General:**

Bids in response to this bid solicitation shall contain three (3) sections as follows: (1) Bid Forms, (2) Qualifications and Experience, and (3) Bond.

B. **Qualifications and Experience:**

The Bidder shall include a summary of firm's general qualifications, background, number of employees, office locations, etc. which is pertinent regarding the Collection, Transportation, Marketing and Processing of recyclables, yard waste and municipal solid waste requested by the Borough

C. **Instructions for Preparing the Bid:**

Each Bid submitted in response to this specification must include the following items in the order in which they are listed:

1. Proper Identification (Form B-1 and B-1A), on which is provided basic background information on the Bidder's organization.
2. Bid Form (Form B-2), which constitutes the Bidder's unconditional acceptance of the performance obligations set forth in the specification and which incorporates the Bidder's Bid prices.
3. A certified copy of the appropriate portions of Company by-laws or resolution vesting such authority in the signatory of the letter must be attached.
4. Statement of Bidders Qualifications (Form B-3), on which to provide basic information on organization.
5. Bid Bond (Form B-4)- *not included- use standard bid bond format.*
6. Completed Non-Collusion Affidavit (Form B-5).
7. A signed agreement with, or commitment letter from, a qualified surety company or United States Bank obligating that company or United States Bank to furnish a performance bond or irrevocable Letter of Credit consistent with the requirements of this specification.

D. **Bid Forms:**

Blank Qualifications and Bid Forms are provided for your use.

VI. DEFINITIONS

The following words and phrases used in the bidding documents, contract documents and specifications shall have the meaning given to them in this section, unless the context clearly indicates otherwise:

ACT 101: Shall mean the Pennsylvania Municipal Solid Waste Planning, Recycling and Waste Reduction Act.

Aluminum Can: Shall mean containers, which are, comprised "entirely" of aluminum and which formerly contained only edible substances.

Bidder: Shall mean any person, partnership, firm or corporation submitting a bid under the requirements and procedures established by the Borough. The term "bidder" shall mean the same as the contractor when used in the bidding documents.

Bidding Documents: Shall include the Invitation to Bid, Instructions to Bidders, the Bid Form, Bid Bonds, Financial Statement, and the proposed Contract Documents including all Addenda issued prior to the receipt of Bids.

Borough: Shall mean Kenhorst Borough, Berks County, Pennsylvania or that person designated as the duly authorized representative of Kenhorst Borough with offices located at 339 S. Kenhorst Blvd., Kenhorst, Pa. 19607.

Bulk Waste: Shall mean all large items of refuse such as appliances, furniture, large auto parts, construction and demolition debris, etc. The term does not include any item containing Freon, automotive tires or any item containing hazardous waste.

Cans: Shall mean containers comprised of aluminum, tin, steel or a combination thereof which formerly contained only non-aerosol edible substances or such other substances as have been approved for recycling by the Borough. Includes, but not limited to: Cans formerly containing such substances as vegetables, meats, fruits, juices, or other similar food storage containers constructed of materials listed above. Does not include: Hazardous cleaning substances, automotive supply cans (eg. transmission fluids, motor oils, etc.), and other similar containers.

Cardboard: Shall mean a broad category of paper products heavier and more rigid than paper.

Contractor: Shall mean the person, partnership or corporation providing Collection, Transportation, Marketing and Processing services under this contract.

Contract: Shall mean the entire Bid package, bid response and all other documents

required by the Borough for the Contract to be effective, including, but not limited to the Performance Bond, Map of Routes, Insurance Certificates, Disclosure Statement and amendments.

Contract Area: Shall mean Kenhorst Borough, Berks County

Contract Documents: Shall mean the Contract Agreement, Information for Bidders, Bid Forms; - Bid Bond, Contractors Performance Bond, General Provisions, Special Provisions, Specifications, and any Addenda, Change Orders and Supplemental Agreements.

Corrugated Boxes: Shall mean a structural paper material with an inner core shaped in rigid parallel furrows and ridges.

Curbside: Shall mean the area immediately adjacent to the paved cart way of any dedicated street or road.

Designated Pick-Up Point: Shall mean the point designated at each property where recyclables and municipal solid waste are to be placed for collection at the curb, or in alleys where applicable, as designated by the Borough.

Designated Recyclable Materials: Shall mean those recyclable materials to be source separated in Kenhorst Borough. The term shall include, Aluminum beverage cans, tin and steel food and beverage cans, glass food and beverage bottles and jars(all colors), Plastic #1 through #7, including milk, water, soda and liquid detergent containers of any color, newspapers and corrugated cardboard boxes (including junk mail, phone books, magazines, newspapers, inserts, cereal boxes, and light cardboard, office and copy paper).

Dwelling or Residential Unit: any room or a group of rooms located within a structure and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, and eating for the exclusive use of the occupant(s) thereof.

Ferrous Metal: Shall mean food and beverage containers made from a steel alloy containing tin and/or aluminum substances and which are magnetic.

Garbage: Shall mean putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food and other non-recyclable household waste products

Glass: Shall mean all clear, green and brown glass food and/or beverage containers. Glass shall not include crystal, ceramics, light bulbs, plate, window,

laminated, wired or mirrored glass.

Hazardous Waste: Shall mean any waste which by virtue of its quantity or content presents a hazard to the individuals handling it, a hazard to public health, or potential pollution to the air or waters of the Commonwealth of Pennsylvania or makes land unfit or undesirable for normal use; this includes, but is not limited to chemicals, explosives, pathological wastes, radioactive materials, and any materials defined hazardous wastes by Federal or State law or regulation.

Leaf Waste: Shall include leaves from trees, bushes and other plants. Expressly excluded from this definition of leaf waste are grass clippings

Market: Shall mean a location that accepts recyclable materials for reuse as a feedstock in their manufacturing processes.

Mixed Paper: Shall mean all corrugated cardboard normally used for packing, mailing, shipping or containerizing goods, merchandise or other material, but "excluding" plastic, foam, wax coated, soiled, or chip board. All post-consumer magazines, any office paper, paperboard, computer paper, junk mail (coupons, sweepstakes entries, including envelopes).

Municipal Solid Waste: Shall mean the definition as set forth in Act 101 is any garbage, refuse, 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 from a municipal, commercial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility. The term does not include source-separated recyclable materials.

Newspaper: Shall mean paper which has been used for the production of daily, weekly, or special edition news publications which shall include all paper items which are sold with the newspaper.

Non-Ferrous: Shall mean all metal food and beverage containers, which are not ferrous and subsequently not magnetic.

Notice to Proceed: Shall mean a written notice given by the Borough to the Contractor for fixing the date on which the contract will commence.

Office Paper: Shall include all white paper, bond paper and computer paper, used in commercial establishments, institutional establishments, municipal establishments, dwelling units and single-family dwelling units.

Pay as You Throw: Shall mean that residents are charged for the collection of municipal solid waste based on the amount they throw away. A modified form of PAYT charges for ticketed bulk items collected curbside on regularly scheduled trash collection day.

Person: Shall mean any individual, firm, partnership, corporation, association, cooperative enterprise, trust, municipal Authority, Federal institution or agency, _ State institution or agency, municipality, public and private schools and educational facilities, other governmental agency or any other entity or any group of such persons which is recognized by law as the subject of rights and duties. In any provisions of this Ordinance describing a fine, penalty or imprisonment, the term "person" shall include the officers and directors of a corporation or other legal entity having officers and directors.

Plastics: Shall mean designated under this contract shall include all plastic #1 through #7.

Processing: Shall mean the location designated by the Borough for the purpose of sorting, preparing, upgrading, densifying and/or consolidating recyclable materials for sale.

Recyclable Material: Shall mean a material which would otherwise become municipal solid waste, which can be collected, separated or processed, and returned to the economic mainstream in the form of raw materials or products.

Residential: Shall mean those residentially used properties according to the Borough's Land code.

Refuse: Shall mean all regulated non-recyclable Municipal Solid Waste which is discarded as useless.

Residential and Small Business Unit: Shall mean a billing unit where designated recyclable materials, yard waste or municipal solid waste may be placed for receipt by the Contractor. Customer units are determined by units billed by the Borough.

Single Family Dwelling Unit: The same as the words dwelling unit as herein described.

Single Stream: Shall mean source separated non-putrescible recyclable materials that have been mixed at the source of generation (i.e. placed in the same container).

Street: Road that is dedicated and maintained by Kenhorst Borough.

Stoop: Shall mean an entrance which is not more than ten (10) feet from the Public Street and not more than six (6) feet above street level. Municipal solid waste and/or recyclables will not be collected from stoops.

Successful Bidder: Shall mean the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

Yard Waste: Shall mean the part of solid waste composed of grass clippings, leaves, twigs, branches, and other garden refuse collected curbside weekly from March 15th to December 15th. Yard Waste is also defined as Christmas Trees collected curbside weekly in January of each year.

B-1

KENHORST BOROUGH, PENNSYLVANIA

REQUEST FOR BIDS

CURBSIDE COLLECTION, TRANSPORTATION, MARKETING AND PROCESSING
OF MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE

BIDDER IDENTIFICATION

Name of Bidder: _____

Post Office Address: _____

Telephone Number: _____

The Bidder is a (check whichever applies):

Corporation

Partnership

Joint Venture

1. If a Corporation:

A. State and County of Incorporation:

B. Date of Incorporation:

C. Federal Tax Identification Number:

D. Name and Titles of Corporate Officers:

E. Chief Executive Officer if not named:

2. If a Partnership:

A. Date and place of formation:

B. Attach names of all general and limited partners.

C. Name of person who acts as chief executive:

3. If a Joint Venture:

A. Name of Joint Venture partner which will exercise management control of the Joint Venture:

B. Name of person who acts as chief executive:

C. Attach copy of Joint Venture Agreement

D. For each entity party to the Joint Venture Agreement, provide the information requested on Business Bid Form B-1A.

** Attach additional sheets as necessary.*

4. During the last three years, has either the Bidder, or in the case of a partnership, any general partner, or in the case of a Joint Venture, any party to the Joint Venture Agreement, been in default of any contract obligations? _____

B-1A

KENHORST BOROUGH, BERKS COUNTY, PENNSYLVANIA

REQUEST FOR BIDS

CURBSIDE COLLECTION, TRANSPORTATION, MARKETING AND PROCESSING
OF MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE

IDENTIFICATION OF GENERAL PARTNER AND JOINT VENTURE PARTNERS

Name of Bidder:

Post Office Address:

Telephone Number:

Organization Status:

(i.e., Corp., Partnership, etc.)

Chief Executive Officer:

Principal Owners, officers, and general partners:

Date and place of formation:

B-2

KENHORST BOROUGH, BERKS COUNTY, PENNSYLVANIA

BID FORM

CURBSIDE COLLECTION, TRANSPORTATION, MARKETING AND PROCESSING OF MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE

Weekly Collection and transportation of municipal solid waste up to four (4) 35-gallon containers, and the pickup of extra containers or bags of trash with pre-purchased tags, beginning January 1, 2022 and expiring December 31, 2024 with two, one-year optional extensions.

These options are being bid separately, and the contractors can bid on any or all of these options.

Option	Annual Cost Per Unit		
	2022	2023	2024
OPTION 1A: Collection and transportation of Municipal Solid Waste to Berks Transfer Station. <i>Note - Tipping fees paid by the Borough directly to Berks Transfer.</i>			
OPTION 1A: Curbside Pre-Ticketed Bulk Item Collection (per item) - Cost for collection and transportation service only.			

2022 Annual Cost: 1,205 units x (Bid Price)= \$ _____

2023 Annual Cost: 1,205 units x (Bid Price)= \$ _____

2024 Annual Cost: 1,205 units x (Bid Price)= \$ _____

Option 1A Total Contract Cost: (2022+2023+2024)= \$ _____

Award will be based on the total **three-year bid price for each option.*
Bids will be received at the Borough Hall until Tuesday, October 12, 2021 at 11:45 a.m. and will be opened that day at 12:00 p.m. All bids submitted must be in accordance with and subject to the Rules and Regulations in the bid document.

Bidder: _____

By: _____
Authorized Representative/Title: _____ Date _____

B-2

KENHORST BOROUGH, BERKS COUNTY, PENNSYLVANIA

BID FORM

CURBSIDE COLLECTION, TRANSPORTATION, MARKETING AND PROCESSING
OF MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE

Weekly Collection and transportation of municipal solid waste up to four (4) 35-gallon containers and the pickup of extra containers or bags of trash with pre-purchased tags, beginning January 1, 2022 and expiring December 31, 2024 with two, one-year optional extensions.

These options are being bid separately, and the contractors can bid on any or all of these options.

Option	Annual Cost Per Unit		
	2022	2023	2024
OPTION 1B: Collection/transportation of Annual Spring Bulk Items (April- date to be determined)			
OPTION 1C: Collection/transportation of Annual Fall Bulk Items (October - date to be determined)			

2022 Annual Cost: 1,205 units x (Bid Price)= \$ _____(1B)/ _____(1C)

2023 Annual Cost: 1,205 units x (Bid Price)= \$ _____(1B)/ _____(1C)

2024 Annual Cost: 1,205 units x (Bid Price)= \$ _____(1B)/ _____(1C)

Option 1B Total Contract Cost: (2022+2023+2024)= \$ _____

Option 1C Total Contract Cost: (2022+2023+2024)= \$ _____

Award will be based on the total **three-year bid price for each option.*

Bids will be received at the Borough Hall until Tuesday, October 12, 2021 at 11:45 a.m. and will be opened that day at 12:00 p.m. All bids submitted must be in accordance with

and subject to the Rules and Regulations in the bid document.

Bidder: _____

By: _____
Authorized Representative/Title: _____ Date _____

B-2

KENHORST BOROUGH, BERKS COUNTY, PENNSYLVANIA

BID FORM

CURBSIDE COLLECTION, TRANSPORTATION, MARKETING AND PROCESSING OF MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE

Bi-weekly Collection, Transportation, and Marketing of recyclable materials, beginning January 4, 2022 and expiring December 31, 2024 with two, one-year optional extensions.

These options are being bid separately, and the contractors can bid on any or all of these options.

Option	Annual Cost Per Unit		
	2022	2023	2024
OPTION 2A: Bi-weekly Collection, Transportation, and Marketing of Recyclable materials			

2022 Annual Cost: 1,205 units x (Bid Price)= \$ _____

2023 Annual Cost: 1,205 units x (Bid Price)= \$ _____

2024 Annual Cost: 1,205 units x (Bid Price)= \$ _____

Option 2A Total Contract Cost: (2022+2023+2024)= \$ _____

Award will be based on the total **three-year bid price for each option.*

Please indicate the processing facility/s to be used during the life of this contract:

Bids will be received at the Borough Hall until Tuesday, October 12, 2021 at 11:45 a.m.

and will be opened that day at 12:00 p.m. All bids submitted must be in accordance with and subject to the Rules and Regulations in the bid document.

Bidder: _____

By: _____
Authorized Representative/Title: _____ Date _____

B-2

KENHORST BOROUGH, BERKS COUNTY, PENNSYLVANIA

BID FORM

CURBSIDE COLLECTION, TRANSPORTATION, MARKETING AND PROCESSING OF MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE

Weekly Collection, Transportation, and Marketing of recyclable materials, beginning January 4, 2022 and expiring December 31, 2024 with two, one-year optional extensions.

These options are being bid separately and the contractors can bid on any or all of these options.

Option	Annual Cost Per Unit		
	2022	2023	2024
OPTION 2B: Weekly Collection, Transportation, and Marketing of Recyclable materials			

2022 Annual Cost: 1,205 units x (Bid Price)= \$ _____

2023 Annual Cost: 1,205 units x (Bid Price)= \$ _____

2024 Annual Cost: 1,205 units x (Bid Price)= \$ _____

Option 2B Total Contract Cost: (2022+2023+2024)= \$ _____

Award will be based on the total **three-year bid price for each option.*

Please indicate the processing facility/s to be used during the life of this contract:

Bids will be received at the Borough Hall until Tuesday, October 12, 2021 at 11:45 a.m. and will be opened that day at 12:00 p.m. All bids submitted must be in accordance with and subject to the Rules and Regulations in the bid document.

Bidder: _____

By: _____
Authorized Representative/Title: _____ Date _____

B-2

KENHORST BOROUGH, BERKS COUNTY, PENNSYLVANIA

BID FORM

CURBSIDE COLLECTION, TRANSPORTATION, MARKETING AND PROCESSING OF MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE

Weekly Collection, Transportation and Processing of Yard Waste, beginning January 1, 2022 and expiring December 31, 2024 with two, one-year optional extensions. (January for Christmas Trees and March 15th to December 15th for Yard Waste - curbside collection period)

These options are being bid separately and the contractors can bid on any or all of these options.

Option	Annual Cost Per Unit		
	2022	2023	2024
OPTION 3: Collection, transportation and processing of Christmas Trees weekly in January and Yard Waste from March 15 th to December 15 th			

2022 Annual Cost: 1,205 units x (Bid Price)= \$ _____

2023 Annual Cost: 1,205 units x (Bid Price)= \$ _____

2024 Annual Cost: 1,205 units x (Bid Price)= \$ _____

Option 3 Total Contract Cost: (2022+2023+2024)= \$ _____

Award will be based on the total **three-year bid price for each option.*

Please indicate the processing facility/s to be used during the life of this contract:

Bids will be received at the Borough Hall until Tuesday, October 12, 2021 at 11:45 a.m. and will be opened that day at 12:00 p.m. All bids submitted must be in accordance with and subject to the Rules and Regulations in the bid document.

Bidder: _____

By: _____
Authorized Representative/Title:

Date

KENHORST BOROUGH, BERKS COUNTY, PENNSYLVANIA

REQUEST FOR BIDS

**CURBSIDE COLLECTION, TRANSPORTATION, MARKETING AND PROCESSING
OF MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE**

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clean and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder:

2. Post Office Address:

3. When organized:

4. If a corporation, where incorporated:

5. How many years have you been engaged in this business under your present firm or trade name?

6. Contracts on hand: (Schedule these; showing amount of each contract and the appropriate anticipated dates of completion).

7. Have you ever failed to complete any work awarded to you? If so, where and why?

8. Have you ever defaulted on a contract? If so, where and why?

9. List the more important projects recently completed by your company, stating the approximate cost of each, and the month and year completed.

10. List your major equipment available for this contract.
