

CONTRACT DOCUMENTS

**CURBSIDE COLLECTION AND
DISPOSAL OF MUNICIPAL WASTE
AND
CURBSIDE COLLECTION AND
DISPOSAL OF RECYCLABLE MATERIALS**

**SOUTH HEIDELBERG TOWNSHIP
BERKS COUNTY, PENNSYLVANIA**

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CURBSIDE COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS**

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NOTICE TO BIDDERS
FOR
CURBSIDE COLLECTION AND DISPOSAL OF
RESIDENTIAL MUNICIPAL WASTE AND RECYCLABLE MATERIALS
BY SOUTH HEIDELBERG TOWNSHIP
BERKS COUNTY, PENNSYLVANIA

Sealed proposals for a three (3) year contract with options to renew for two (2) additional one (1) year periods for curbside collection and disposal of residential municipal waste and recyclable materials from South Heidelberg Township, Berks County, Pennsylvania, will be received by the Board of Supervisors of South Heidelberg Township until 12:00 Noon prevailing time, on February 18, 2019, at South Heidelberg Township, 555A Mountain Home Road, Sinking Spring, Pennsylvania 19608. Each sealed proposal will be publicly opened and read by the Township Manager at 3:00 p.m. on February 18, 2019, with results being reported at the regularly scheduled general business meeting of the Board of Supervisors on February 19, 2019 at 9:00 a.m. at the above address.

Proposal forms and Specifications, upon which all proposals must be submitted, may be obtained at South Heidelberg Township located at the above address, Monday through Friday, between the hours of 8:00 AM to 5:00 PM.

Each bid shall be accompanied by a bid bond with corporate surety approved by the South Heidelberg Township Solicitor in a sum equal to ten percent (10%) of the bid price as more fully detailed in said Specifications. The successful Contractor will be required to provide South Heidelberg Township with a Performance Bond in an amount equal to at least 100% of the total Contract price.

The Board of Supervisors of South Heidelberg Township reserves the right to reject any or all bids, or award the contract, which in the sole judgment of South Heidelberg Township, will best serve the interests of South Heidelberg Township and its residents.

Sean McKee
Township Manager

CONTRACT FORM

THIS CONTRACT, made and entered into this _____ day of _____, 2019, by and between SOUTH HEIDELBERG TOWNSHIP, BERKS COUNTY, PENNSYLVANIA, hereinafter known as the Township, Party of the First Part, and

(1) a Corporation or Limited Liability Company known as: _____

organized and existing under the laws of: _____

(2) a Partnership known as: _____

organized and existing under the laws of the: _____

consisting of the following partners: _____

(3) an Individual: _____

trading as: _____

whose address is: _____

hereinafter called the Contractor, Party of the Second Part.

WITNESSETH:

THAT, the parties hereto, for the consideration stated, do mutually agree as follows:

Article I - Scope of Work

The Contractor agrees to furnish all labor, superintendence, materials, plant, utilities and facilities and perform all Work necessary for or incidental to, and to perform all other obligations imposed by, this Contract for the curbside collection and disposal of municipal solid waste and / or curbside collection and disposal of recyclable materials herein called for, all in strict accordance with the Contract Documents attached hereto or referred to herein, all of which are made a part hereof and designated as follows:

- a. Proposal
- b. Specifications
- c. Drawings, if any
- d. Addenda, if any
- e. Proposal and Contract Instructions
- f. Performance Bond
- g. This Contract
- h. Notice to Proceed

The Specifications, Drawings, and Addenda are more particularly designated as follows:

Specifications: See attached Contract Specifications for Curbside Collection and Disposal of Municipal Waste and Recyclable Materials

(No.)	(Date)
-------	--------

Addenda (if any): _____

Article II - Time of Completion

The Contractor agrees that the Work to be performed under the Contract shall be started as stated in the Notice to Proceed, and that the Work shall be diligently prosecuted and substantially completed pursuant to the terms of the Contract.

In case of failure on the part of the Contractor to complete the Work pursuant to the terms of the Contract, or any extensions thereof, the Township may procure the services required from other sources and the Contractor shall be responsible for any and all costs to the Township to procure the services of a new contractor and for any and all costs to the Township for providing the services in the interim period between the default and the procurement of a new contractor. The Contractor further agrees that the Township, in addition to any other rights or remedies it may have, shall be authorized to impose and be paid the following amounts for each offense as a penalty:

- (a) For not collecting within a portion of the Township, waste or recyclables as agreed: Ten Dollars (\$10.00) per allowable container uncollected.
- (b) For failure to collect the entire Township on day specified: Five Hundred Dollars (\$500.00).
- (c) For using leaking or filthy trucks: Fifty Dollars (\$50.00) per truck
- (d) For unauthorized change in scheduled route: Two Hundred Dollars (\$200.00).
- (e) For collecting at or after 5:00 a.m., but before 6:00 a.m.: Five Hundred Dollars (\$500.00)
For collecting prior to 5:00 a.m.: One Thousand Dollars (\$1,000.00)
For collecting at or after 6:00 p.m., but before 7:00 p.m.: Five Hundred Dollars (\$500.00)
For collecting after 7:00 p.m.: One Thousand Dollars (\$1,000.00)
*Regarding this Subsection (e), unless otherwise agreed upon by the Board of Supervisors and the Township Manager.
- (f) For all other infractions: Two Hundred Dollars (\$200.00) per occurrence.

Article III - Contract Price

The Contractor shall submit Invoices on not less than a quarterly basis to each residential customer covered under this Contract and accept in full, for performance by the Contractor of the obligations hereunder, the payment of same for the item or items set forth in the Proposal, and in the manner as specified in the Contract Documents. Residential Customers shall have the right to receive yearly invoicing with prepayment discount applied. The extended total amount of the Contract Price, subject to variations of units encountered in accordance with the Specifications, is: _____ Dollars (\$_____).

Article IV - Disposal of Contract

The Contractor and the Township shall keep the Contract under their own control, and shall not sublet, sell, transfer or assign the Power of Attorney, or otherwise dispose of the Contract or any portion thereof or their right, title or interest therein to any person, firm or corporation without the prior written consent of the other.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the parties hereto have caused this Contract to be executed as of the day and year first above written.

(SEAL)

SOUTH HEIDELBERG TOWNSHIP

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

(SEAL)

(Contractor)

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

PERFORMANCE BOND

Know All Men By These Presents, that we _____
(Contractor)

hereinafter called the "Principal", and _____
(Surety)

hereinafter called the "Surety", a corporation organized and existing under the laws of the of _____ are held and firmly bound unto SOUTH HEIDELBERG TOWNSHIP, BERKS COUNTY, PENNSYLVANIA, hereinafter called the "Obligee", as hereinafter set forth, in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal is heretofore submitting to the Obligee a certain Proposal, dated _____, 2019, to perform the work for the Obligee, in connection with the curbside collection and disposal of municipal solid waste and / or curbside collection and disposal of recyclable materials in South Heidelberg Township, as set forth in the Contract Documents; and

WHEREAS, the Obligee is a "contracting body" under the provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20,1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3 (a), requires that before an award shall be made to the Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of the Contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into the Contract with respect to performance of the Work, the form of which Contract is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal will truly and faithfully comply with and perform the Work in accordance with the Contract Documents, at the time and in manner provided in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or relating to the performance of the Work by the Principal or growing out of the performance of the Work by the Principal, and if the Principal shall indemnify completely and shall hold harmless the Obligee and all of its officers, agents and employees from any and all costs and damages which the Obligee and all of its

officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, then this Bond shall be void; otherwise, this Bond shall remain in force and effect.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and Surety agree that any alterations, changes and / or additions to the Contract Documents, and / or any alterations, changes and / or additions to the Work to be performed in accordance with the Contract Documents, and / or any alterations, changes and / or additions to the Contract, and / or any giving by the Obligee of any extensions of time for the performance of the Work in accordance with the Contract Documents, and / or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents, and / or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents, shall not release, in any manner whatsoever, the Principal and Surety, or either of them, or their successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

IN WITNESS WHEREOF, the Principal and Surety cause this Bond to be signed, sealed, and delivered this _____ day of _____ 2019.

(Individual Principal)

WITNESS:

(SEAL)

(Signature of Individual)

Trading and Doing Business as

(Partnership Principal)

WITNESSES:

(Name of Partnership)

(SEAL)

By: _____

(SEAL)

By: _____

(SEAL)

By: _____

(Corporation / LLC Principal)

(Name of Corporation)

Attest: _____

*By: _____
(Officer or *Authorized Representative)

Title: _____

Title: _____

(CORPORATE SEAL)

*Attach appropriate proof, dated as the same date of the PROPOSAL, evidencing authority to execute in behalf of the Corporation.

(Corporation Surety)

(CORPORATE SEAL)

(Name of Corporation)

WITNESS:

**By: _____
(Attorney-in-fact)

**Attach an appropriate Power of Attorney, dated as the same date as the BOND, evidencing authority of the Attorney-in-fact to act in behalf of the Corporation.

1.0 STANDARD REQUIREMENTS AND INSTRUCTIONS FOR BIDDING

1.1 Preparation of Bid

Bids must be written in ink or typewritten and shall be submitted on the forms issued. Unsigned bids will not be accepted. No bid may be considered if received after the time shown in the Notice to Bidders. Bidders are expected to examine all instructions, specifications, sites, etc. Failure to do so will be at the Bidder's risk. Erasures or other changes must be initialed by the person signing the bid.

1.2 Bid Security

The Bid Bond submitted shall be ten percent (10%) of the highest total bid amount with an approved surety company authorized to transact business within the Commonwealth of Pennsylvania. The Bid Security of the successful Bidder shall be returned upon the execution and delivery by the successful Bidder of the Contract and Performance Bond. If the successful Bidder fails to execute and deliver the Contract and the Performance Bond within fourteen (14) days of the award of the Contract, the Township may annul the Contract award and such Bid Security shall be forfeited as liquidated damages, not as a penalty. In the event of any such decision by the Township to annul the award and forfeit the Bid Security of the successful Bidder, the Township may decide to award the Contract to the next lowest, responsive responsible Bidder. In such event the above stated provisions concerning the execution and delivery of the Contract, Certificate of Insurance, and Performance Bond shall apply to such next lowest, responsive, and responsible Bidder.

1.3 Taxing

The Township is exempt from State and Federal Taxes. However, the successful Bidder may claim no exemption upon its purchase of materials, supplies, equipment, or parts needed to complete bid requirements.

1.4 Quantities

The quantities set forth in the Contract Documents are estimates. Awards may be made for more or less. The Township may make an award for all or some of the items set forth in the Contract Documents and reserves the right to reject any or all bids.

1.5 Safety

All practices, materials, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local Safety or Environmental Codes.

1.6 Qualifications of Contractor

Bids will only be accepted from dealers, vendors, or contractors who are actively engaged in the type of business called for in the bid. No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Township upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Township or had failed to perform faithfully any previous contract with the Township. Where a portion of the work

or an installation or assembly is to be performed by the subcontractor, the Bidder must name the subcontractor, and the Township reserves the right to determine whether the named subcontractor is fit and capable to perform the required work.

Each Bidder shall submit with the Proposal supporting data regarding the qualifications of the Contractor in order to determine whether the Bidder is a qualified, responsible Contractor. The Contractor must furnish the following information:

- (a) Satisfactory evidence that the Contractor, or in the case of a joint venture, the principal partner, has been in existence as a going concern in excess of three (3) years and possesses not less than three (3) years of actual operating experience as a going concern in secondary materials management and/or solid waste management. If the Contractor does not have a minimum of three (3) years of experience in either solid waste or secondary materials management, the Contractor shall provide a statement detailing why the Contractor is qualified to satisfactorily perform that part of the work in which the Contractor does not have the minimum of three (3) years of experience.
- (b) Evidence that the Contractor for curbside collection and disposal of recyclable materials is licensed or permitted to do business in the Commonwealth of Pennsylvania and the Township or a sworn statement that the Contractor will take all necessary actions to become so licensed or permitted if its Proposal is accepted.
- (c) All Bidders must specify the number and type of all metal packer-type and Recyclable Materials collection truck bodies that will be used during the performance of the Contract period. If such equipment is presently owned or leased, the Bidder shall supply detailed inventories including photographs of their equipment and all accessories by type, model, year of manufacture, and anticipated remaining useful life as of the date of the inventory sheet. All leased equipment shall be listed separately; the time remaining on each leased machine and options of renewal, where applicable, shall be stated. All new equipment to be acquired to accomplish this Contract must be available upon the effective date of the commencement of operations. Delivery guarantees by manufacturers shall be attached to the bid document.
- (d) The names and resumes of the principal officers, partners, and / or officials, and the name(s) and resume(s) of the individual(s) who will be considered in responsible charge of the Township Contract.
- (e) All information as requested in the Contractors Qualification Statement Concerning Experience and Financial Ability.
- (f) Such additional information as will satisfy the Township that the Contractor is adequately prepared to fulfill the Contract.

1.7 Disqualification of Contractor

Although not intended to be an exhaustive list of causes for disqualification, any one (1) or more of the following causes may be considered sufficient for disqualification of a Contractor and the rejection of the Contractor's Proposal:

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as revealed by experience or equipment statements as submitted or other sources or documents.
- (c) Lack of responsibility, as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on any previous performance contracts within the past ten (10) years.
- (e) Other causes.

1.8 Patents

The Contractor agrees to indemnify and save harmless the Township, and all Township's agents and personnel, from all suits and actions of every nature and description brought against them, or any of them, for or on account of all use of patented appliances, products or processes, and the Contractor shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request by the Township as a necessary requirement in connection with the final execution of any contract in which such patented appliances, products or processes are used.

1.9 Equal Employment

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. Contractors will take steps to insure employees are treated equally during employment 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.

1.10 Award of Contract

- (a) The award of each contract hereunder will be made to the lowest responsible Bidder whose proposal conforming to the invitation will be most advantageous to the Township. The prices for the services and other factors such as delivery time, quality, operating, and maintenance cost, service, resale value, etc. shall be considered in the award of contract(s) hereunder.

- (b) The Township intends to award this contract to one (1) Bidder for both the curbside collection and disposal of residential municipal waste and curbside collection and marketing of recyclables, but reserves the right to reject any or all bids and take whatever action it deems to best serve the interests of the residents served by the Contract.
- (c) The Township will notify all Bidders of the award and return bid sureties to all but the three (3) apparent low qualified Bidders within ten (10) days of the bid opening.
- (d) After notice of award from the Township, the successful Bidder has fourteen (14) days to enter into a Contract, in the form as herein provided, or forfeit as liquidated damages the bid security deposit.
- (e) If the Contract is not signed within fourteen (14) days, the Township shall then award the service Contract to the next lowest responsible Bidder.

1.11 Bonds

Performance bonds must be executed on forms supplied by the Township (see Section 4.1).

1.12 Performance

In case of default by the selected Contractor, the Township may procure the article or services from other sources and shall hold the Contractor responsible for any costs to the Township to procure the services of a new contractor and for the costs to the Township for providing the services in the interim period between the default and the procurement of a new contractor.

1.13 Observance of Laws

The Contractor at all times shall observe and comply with all Federal, State and Township laws, bylaws, ordinances and regulations in any manner affecting the conduct of work or applying to employees in the contract, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or Contract.

1.14 Examination of the Township

Bidders shall inspect entire Township areas included in scope of services 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 in the Contract Documents are not to be considered as binding, and bidders shall assume all patent and latent risk in connection with the aforementioned. There are currently approximately 2,148 customers in the Township.**

1.15 Interpretation

No verbal interpretation of meaning of the instructions to Bidders, specifications or any other document will be made to any Bidder. Supplemental instruction, if any, will be made as a written addendum and sent to all Bidders. An acknowledgment of receipt of any addendum shall be signed by Bidder and returned with the bid.

1.16 Proposal Information

Sealed Proposals, in duplicate, shall be sealed, marked, and addressed as follows:

South Heidelberg Township
555A Mountain Home Road
Sinking Spring, PA 19608

PROPOSAL FOR CURBSIDE COLLECTION AND
DISPOSAL OF MUNICIPAL WASTE/RECYCLING

2.0 INFORMATION AND CONDITIONS

2.1 General Information

It is the intent of this “Invitation to Bid” to secure a contractor to provide the following services to the Township:

- (a) The total curbside collection and disposal of residential municipal waste.
- (b) The total curbside collection, processing and marketing of designated recyclable materials.

2.2 Contract Procedures

- (a) The Township will either select a Contractor or reject all bids within sixty (60) days of the bid opening.
- (b) The Township will return bid sureties to all but the three (3) apparent low qualified Bidders within ten (10) days of the bid opening. Bid sureties will be returned to the remaining Bidders within thirty (30) days of the date of a contract with the successful Bidder.
- (c) Once a Contractor is selected, the Township will prepare a Contract and forward it to the Contractor within fifteen (15) days of the selection.
- (d) The Contractor has fourteen (14) days to sign all Contract copies and return them to the Township along with the appropriate Performance Bond to be supplied on the Township forms, and required insurance certificates.
- (e) Within ten (10) days, the Township will supply the Contractor with a copy of the contract executed by the proper Township Officials.
- (f) The Contract with the successful Contractor will be for the specified period beginning April 1 2019 and ending on March 31, 2022, or March 31, 2023, or March 31, 2024, if renewal options are executed by the Township.

2.3 Payment Terms

The Contractor shall invoice residential customers on a not less than quarterly basis for total cost of services contracted for by the Township computed on a monthly charge. Residential customers shall be given the opportunity to receive yearly billing with prepayment discount applied. In the event “Per Bag” service is selected by resident, invoicing shall only reflect cost for provision of recycling service, billed on yearly or quarterly basis. Proposal submitted shall reflect any and all applicable prepayment or senior citizens discounts offered. Contract award, if any, shall be based on the lowest monthly charge for requested services submitted by an otherwise responsive contractor, exclusive of discounts offered, if any. Pre-payment and Senior Citizen discounts, if any, are **NOT** mutually

exclusive and, if otherwise qualified, resident shall be entitled to take any or all discounts offered.

At the sole discretion of the Township, the successful Bidder shall furnish, at its expense, clerical staff in sufficient amount to be located in the Municipal Office on a daily basis, exclusive of any Township celebrated holiday(s), Monday through Friday, during the regular hours of 8:00 AM until 5:00 PM for a period not less than the two (2) months immediately preceding the start of a contract year, to handle any or all inquiries made by telephone, in person or by U.S. Mail, and the mailing, receipt and processing of applications for service. Any and all costs associated with printing of required materials concerning proper preparation of recyclables, other educational materials concerning the trash and recycling collection program, applications for service, postage to forward same to residents and any and all other costs associated with establishment of the program shall be the responsibility of the provider. All materials and applications must be pre-approved by the Township prior to their use.

2.4 Laws and Ordinances

The Contractor shall comply with all laws, ordinances, rules, and regulations of any governmental body or agency having jurisdiction of the subject matter of this Contract.

2.5 Penalties

The Contractor agrees that the Township, in addition to any other rights or remedies it may have, shall be authorized to surcharge Contractor the following amounts for each offense as a penalty:

- (a) For not collecting within a portion of the Township waste or recyclables as agreed: Ten Dollars (\$10.00) per allowable container.
- (b) For failure to collect the entire Township on day specified: Five Hundred Dollars (\$500.00).
- (c) For using leaky or filthy trucks: Fifty Dollars (\$50.00), per truck.
- (d) For unauthorized change in scheduled route: Two Hundred Dollars (\$200.00).
- (e) For collecting at or after 5:00 a.m., but before 6:00 a.m.: Five Hundred Dollars (\$500.00)
For collecting prior to 5:00 a.m.: One Thousand Dollars (\$1,000.00)
For collecting at or after 6:00 p.m., but before 7:00 p.m.: Five Hundred Dollars (\$500.00)
For collecting after 7:00 p.m.: One Thousand Dollars (\$1,000.00)
*Regarding this Subsection (e), unless otherwise agreed upon by the Board of Supervisors and the Township Manager.
- (f) For all other infractions: Two Hundred Dollars (\$200.00) per occurrence

2.6 Default

In the event the Contractor shall incur, during the term of the written Contract to be entered into between the Contractor and the Township, based upon the within Specifications, cumulative penalties, as heretofore referred to, in an amount in excess of Three Thousand Dollars (\$3,000.00), the Township shall have the right to terminate said written Contract, in which event the total cost of performing the balance of said Contract shall be borne by the Contractor and / or the Contractor's corporate surety under the performance bond heretofore referred to.

2.7 Award of Contract

The Township expressly reserves the right to reject any or all Proposals, and to accept that Proposal, which, in the Township's judgment, best serves its purpose.

Proposals which are not accompanied by the required bid security or which contain omissions, erasures, alterations, and additions not called for, conditional bids, discrepancies between words and numbers for amounts, or irregularities of any kind may be rejected. The Township may elect to waive any discrepancies between words and numbers, except that if the words are ambiguous, the numbers will be considered correct.

2.8 Payment for Extra Dwelling Units Served

As dwelling units are added or deleted in the Municipal Waste Collection districts the cost of the Contract shall be adjusted on a unit price basis.

2.9 Licensing of Contractor's Drivers

No persons shall operate any motor vehicle of Contractor under the terms of these Specifications unless such person has a driver's license valid under the provisions of the applicable Pennsylvania Vehicle Code. All drivers shall be licensed as appropriate with a Commercial Driver's License. The Contractor shall comply with all terms of Federal and State regulations regarding Drug and Alcohol Testing. Failure to comply with such regulations shall constitute just cause for immediate termination of the Contract in accordance with the procedures described in Section 2.6 (Default).

3.0 TECHNICAL PERFORMANCE REQUIREMENTS

3.1 Scope of Work -Municipal Waste Collection, Transportation, and Disposal

(a) Contractor's Obligations

The Contractor shall be obligated to collect, remove and transport to a landfill, licensed by the Pennsylvania Department of Environmental Protection (as hereinafter described) all Municipal Waste from all single family residential dwelling units and multiple-family residential properties having no more than four (4) dwelling units and from all structures owned and / or controlled by the Township, as hereinafter described, located within the Township. No Municipal Waste shall be collected, removed, and transported by the Contractor from any business and / or commercial and / or industrial establishment under this Contract. The Municipal Waste Collector shall be responsible for the total cost of the disposal of said Municipal Waste at the landfill (as hereinafter described).

The Contractor shall collect Municipal Waste from the Township Building once per week using a six (6) to eight (8) cubic yard dumpster to be provided by the Contractor. The Township may, upon development or construction, add buildings or recreation areas to be included for Municipal Waste collection.

(b) Definitions

1. *Municipal Waste* shall mean any Garbage, Ashes, Rubbish, industrial lunchroom, or office waste and any other material including solid waste, liquid, semi-solid or contained gaseous materials resulting from the operations of residential or municipal establishments and from community activities and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act of the Commonwealth of Pennsylvania from a municipal waste water treatment plant.

No trade wastes, tires, or automobile parts are permitted for collection.

2. *Garbage* shall mean all animal and vegetable wastes resulting from the handling, preparation, cooking, or consumption of food.

3. *Ashes* shall mean the residue resulting from the burning of wood, coal, coke or other combustible materials.

4. *Rubbish* shall mean glass, metal, paper, Yard Waste, wood or non-putrescible solid wastes, but shall exclude grass clippings, rocks, dirt and building materials.

5. *Municipal Waste Containers* shall mean a new, unused, undamaged sixty-five (65) gallon sturdy container having two (2)

wheels, a connected lid, approximate dimensions of twenty-nine inches x twenty-five inches x forty-two inches (29" x 25" x 42") which is customarily used and suitable for storage and collection of Municipal Waste which meets all of the Specifications and requirements set forth in the Bidding Documents and the Contract Documents.

6. *Yard Waste* shall mean clippings, trimmings, branches, and limbs from trees, shrubs, and bushes. Grass clippings are not included in *Yard Waste*.

(c) General Provisions

All equipment to be used by the Contractor in its performance of these Specifications, including substituted items of like or better equipment, shall be and remain in good, operable condition. Each such motor vehicle to be used by Contractor shall have a watertight, enclosed metal body of easily cleanable construction, equipped with compactor devices. The Township shall approve, in writing, all equipment to be used by the Contractor hereunder, utilizing the above criteria. Such information shall be supplied by each Bidder in accordance with the requirements of Section 1.6.c.

All Municipal Waste to be collected and removed under these Specifications shall be transported to a duly licensed landfill.

(d) Specifications for Municipal Waste Containers

In addition to the definition of Municipal Waste Container herein, each Municipal Waste Container shall be:

1. of the same model or type;
2. a new, unused, two (2) wheeled container of sturdy plastic construction; and
3. designed (i) primarily for the collection of Municipal Waste and / or Recyclable Materials, and (ii) capable of being used in conjunction with the mobile and stationary equipment that use mechanical means to handle the Municipal Waste and / or Recycling containers.

In addition, each Municipal Waste Container shall meet the following specifications:

1. Capacity: sixty-five (65) gallons
2. Included design features:
 - a. hinged, attached lid

- b. metal lift bar
 - c. handles to allow ease of movement
 - d. wheels
 - e. meet all general industry standards.
3. Constructed in such a manner as to be watertight, leak proof, weather proof, insect proof, and rodent proof.

With respect to each Municipal Waste Container, each Municipal Waste Container shall have:

1. At the election of the Contractor, an optional label to be affixed to each side panel of each Municipal Waste Container identifying the Contractor.
2. Shall not exceed fifty (50) pounds in weight when filled.

In the event that the Municipal Waste Containers are supplied by the Contractor pursuant to Option #1 Alternate, on or before April 1, 2019, the Contractor shall supply and deliver all Municipal Waste Containers compliant with all of the Specifications and requirements set forth in the Bidding Documents and the Contract Documents. The failure of the Contractor to supply and deliver all Municipal Waste Containers on or before April 1, 2019 shall constitute a Default by the Contractor.

In the event that the Municipal Waste Containers are supplied by the Contractor pursuant to Option #1 Alternate, the Contractor shall deliver the Municipal Waste Containers to the Township as provided in the Specifications free and clear of any and all, and all manner of, claims, security interests, liens, and encumbrances and upon such delivery, all ownership, right title, and interest in and to the Municipal Waste Containers shall automatically vest in the Township, the Township shall be the sole and absolute owner of the Municipal Waste Containers and no other person or entity shall have any right, title, or interest therein, and upon request by the Township, the Contractor shall provide the Township with such documentation evidencing ownership by the Township of the Municipal Waste Containers in such form as the Township shall reasonably require.

In the event that any Municipal Waste Container is at any time damaged or destroyed through no fault of the owner or occupant of the dwelling unit, the Contractor at the Contractor's cost and expense shall supply such dwelling unit with a new, unused, undamaged replacement Municipal Waste Container which shall be compliant with all of the Specifications and requirements set forth in the Bidding Documents and the Contract Documents.

In the event that the Board of Supervisors shall have accepted a bid pursuant to the Option #1 Alternate and issued a Notice of Award with respect thereto, the Township shall be the sole and exclusive owner of all Municipal Waste Containers including all replacement Municipal Waste Containers, and neither the Contractor nor any other person shall have any right, title, or interest of any nature whatsoever in or to any of the Municipal Waste Containers, including any of the replacement Municipal Waste Containers.

Further, disposal containers such as paper and polyethylene bags shall be acceptable for storage of Municipal Waste provided the following conditions are met:

1. Only those bags specialty designed for the storage and collection of Municipal Waste shall be used.
2. Bags are protected against precipitation, animal damage and overloading to prevent littering or attracting of insects and/or rodents.
3. Bags shall have a holding strength capable of withstanding stresses until they are collected.
4. Bag opening shall be securely closed prior to setting out for collection.

Further, all bulky refuse (tree pruning, bush and yard trimmings, etc.), when stored outside of containers, shall be tied securely in bundles of a size not to exceed thirty inches by eighteen inches by eighteen inches (30" x 18" x 18") in dimension.

(e) Place of Collection

Municipal Waste containers shall be placed at ground level, on the property of the structure from which the Municipal Waste emanates and not within the cartway of the street, accessible to the public street from which the Municipal Waste collection is made. No Municipal Waste collection shall be made from alleyways.

(f) Methods and Locations of Collection

Municipal Waste containers shall be picked up at the curb, emptied into the collection truck, and returned in such a manner so as not to obstruct streets, sidewalks, and driveways. Spillage of Municipal Waste on the streets is prohibited, and the Contractor shall immediately clean up any spillage. Every effort must be made to prevent scattering of bits of paper or other material by the wind. Care must be taken not to damage containers, which are the property of the residents. Contractor shall promptly notify the Township, furnishing pertinent information, when containers are damaged or claimed to have been damaged. When

Municipal Waste is set out for collection in large quantities or not in containers or bundles or otherwise as required, the Contractor shall not be required to move it. All notices relating to this Contract shall be given to the Township Manager.

(g) Manner of Performance

1. No rough handling of containers will be allowed. Containers are the property of the taxpayers and shall be respected as such. A container not fit to be handled will not be allowed to be used by the property owner of the container. Printed tags may be used for such notices. If the owner does not replace the container, the Contractor will not be required to empty the container. The Contractor may not willfully destroy any container.
2. The Contractor shall replace the lids on all containers.
3. The route of collection and time schedule shall be devised, satisfactory to the Township. Any deviation in collection time shall be by advance written agreement by both the Township and the Contractor. The resident has a right to know the approximate time of pickup so the resident can get the container out in time.

(h) Collection Routes

Collection routes of Contractor over the public and private streets of the Township shall be so designated so as to protect the health, safety and welfare of all residents of the Township. All collection routes of the Contractor shall be approved by the Board of Supervisors of the Township at the time of the execution of the Contract.

(i) Daily Report to the Township

The Contractor shall contact the Township Secretary on collection days, on completion of the day's work, to be advised of any properties missed on the day's collection, so that collection from those properties missed can be made the same day. At this time, the Contractor shall also notify the Township Secretary of any irregular or unusual circumstances of the day's collection, such as (a) Municipal Waste left standing because of not being in containers or not being bundled or not conforming to specifications, (b) complaints made to collection crews, (c) areas missed due to breakdown of equipment or other unavoidable reasons.

(j) Bulk Cleanup

1. Proposal shall include collection of bulk items from each residence one (1) time per week with trash collection. For each collection one (1) bulk item will be allowed.

(k) Hours of Collection

Collections shall be between the hours of 6:00 AM and 6:00 PM, prevailing time unless otherwise approved, in writing, by the Board of Supervisors of the Township.

(l) Holidays

Collection is not required on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor shall collect all trash the next day following the holiday (excluding Sunday) unless otherwise agreed to by the Township.

(m) Collection

1. There shall be one (1) collection of all Municipal Waste from each single family residential dwelling unit and from each multi-family structure having not more than four (4) dwelling units in each Municipal Waste Collection district each week.

The maximum quantity of Municipal Waste allowed each dwelling unit per collection shall be the equivalent of eight (8) loaded containers of maximum permitted weight.

In addition, contractor shall provide for a “per bag” service option for low waste generators. Details on how “per bag” service option is to be provided shall accompany bid proposal.

All collections of Municipal Waste shall occur one (1) time per week on a day of the week to be agreed upon and mutually selected by the Township Supervisors and the successful Bidder, with one-half (1/2) of Township Recycling Materials collected one week and the other half of the Township Recycling Materials collected the next week on a day of the week to be agreed upon and mutually selected by the Township Supervisors and the successful Bidder. Adherence to this collection schedule is mandatory and any Contractor incapable of adhering to that schedule shall be disqualified from bidding. Residents of the Township shall be given written notice by the Township stating their collection days and the rules and regulations as herein contained relating to Municipal Waste Containers.

3.2 Scope of Work - Recyclable Materials Collection, Transportation, Processing and Marketing

- (a) The work to be done under this portion of the Contract shall include the bi-weekly collection and processing of all recyclables designated by the Township from all single family residential dwelling units,

multiple-family residential properties having no more than four (4) dwelling units and Township facilities.

(b) Definitions

1. *Aluminum Cans* shall mean clean, non-aerosol and empty all-aluminum beverage and food containers.
2. *Bimetallic Cans* shall mean empty food or beverage containers consisting of steel and aluminum.
3. *Corrugated Paper* shall mean structural paper material with an inner core shaped in rigid parallel furrows and ridges.
4. *Dwelling Unit* shall mean a room or 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.
5. *Glass* shall mean clear, green, or brown glass bottles and jars. Expressly excluded from this definition of glass are blue glass, lead crystal, porcelain, ceramic products, tempered or plate glass (including window glass) together with fluorescent and incandescent lighting bulbs.
6. *High Grade Office Paper* shall mean all white paper, bond paper and computer paper used in municipal establishments and dwelling units.
7. *Leaf Waste* shall mean leaves from trees, bushes and other plants, garden residue, clipped shrubbery and tree trimmings. Expressly excluded from this definition of leaf waste are grass clippings.
8. *Newspapers* shall mean paper of the type commonly referred to as newsprint and distributed at fixed intervals, having printed thereon news and opinions, containing advertisements and other matters of public interest. Expressly excluded from this definition of newspapers are magazines and catalogs.
9. *Magazines and Catalogs* shall mean printed periodicals, containing news, opinions, public interest, and advertisements, and sales and marketing brochures distributed periodically other than those advertisements included in newspapers.
10. *Mixed Residential Paper* shall include newspapers, magazines, catalogs, high grade office paper, corrugated paper, brown paper grocery bags, phone books, paperback books, colored office paper, envelopes, and a minimal amount of 'junk mail.'

11. *Plastic Containers* shall mean empty and clean consumer product containers made of Poly-Ethylene Terephthalate (PETE or #1) or High Density Polyethylene (HDPE or #2) including, but not limited to, plastic bottles used as containers for soda, milk and other consumer food products and for certain household cleaning products and personal care products.
12. *Recyclables / Recycling Materials* shall mean non-hazardous and non-toxic comingled glass, plastic, aluminum, other non-ferrous metals, ferrous metals, newsprint, construction paper, Kraft paper, cereal boxes, shoe boxes, printer paper, computer paper, copier paper, junk mail, magazines, catalogs, phone books, and corrugated cardboard, and such other materials as the Board of Supervisors shall designate from time to time throughout the Contract consistent with general industry standards.
13. *Recycling* shall mean the program or system of separation from Municipal Waste collection, transportation, processing, and marketing of Recyclables.
14. *Recycling Container* shall mean a new, unused, undamaged sixty-five (65) gallon sturdy container having two (2) wheels, a connected lid, approximate dimensions of twenty-nine inches x twenty-five inches x forty-two inches (29" x 25" x 42") which is customarily used and suitable for storage and collection of Recyclable Materials which meets all of the specifications and requirements set forth in the Bidding Documents and the Contract Documents.

(c) Specifications for Recycling Containers

In addition to the definition of Recycling Container herein, each Recycling Container shall be:

1. of the same model or type;
2. a new, unused, two (2) wheeled container of sturdy plastic construction; and
3. designed (i) primarily for the collection of Municipal Waste and / or Recyclable Materials, and (ii) capable of being used in conjunction with the mobile and stationary equipment that use mechanical means to handle the containers.

In addition, each Recyclable Container shall meet the following specifications:

1. Capacity: sixty-five (65) gallons
2. Included design features:

- a. hinged, attached lid
 - b. metal lift bar
 - c. handles to allow ease of movement
 - d. wheels
 - e. meet all general industry standards.
3. Constructed in such a manner as to be watertight, leak proof, weather proof, insect proof, and rodent proof.

With respect to each Recycling Container, each Recycling Container shall have:

1. A generic label to be affixed to each side panel of each Municipal Waste Container setting forth the Universal Recycling Symbol.
 2. At the election of the Contractor, an optional label to be affixed to each side panel of each Recycling Container identifying the Contractor.
 3. Shall not exceed fifty (50) pounds in weight when filled.
- (d) In the event that the Recycling Containers are supplied by the Contractor pursuant to Option #2 Alternate, on or before April 1, 2019, the Contractor shall supply and deliver all Recycling Containers compliant with all of the Specifications and requirements set forth in the Bidding Documents and the Contract Documents. The failure of the Contractor to supply and deliver all Recycling Containers on or before April 1, 2019 shall constitute a Default by the Contractor.
- (e) In the event that the Recycling Containers are supplied by the Contractor pursuant to Option #2 Alternate, the Contractor shall deliver the Recycling Containers to the Township as provided in the Specifications free and clear of any and all, and all manner of, claims, security interests, liens, and encumbrances and upon such delivery, all ownership, right title, and interest in and to the Recycling Containers shall automatically vest in the Township, the Township shall be the sole and absolute owner of the Recycling Containers and no other person or entity shall have any right, title, or interest therein, and upon request by the Township, the Contractor shall provide the Township with such documentation evidencing ownership by the Township of the Recycling Containers in such form as the Township shall reasonably require.
- (f) In the event that any Recycling Container is at any time damaged or destroyed through no fault of the owner or occupant of the dwelling unit, the Contractor at the Contractor's cost and expense shall supply such dwelling unit with a new, unused, undamaged replacement Recycling

Container which shall be compliant with all of the Specifications and requirements set forth in the Bidding Documents and the Contract Documents.

- (g) In the event that the Board of Supervisors shall have accepted a bid pursuant to the Option #2 Alternate and issued a Notice of Award with respect thereto, the Township shall be the sole and exclusive owner of all Recycling Containers including all replacement Recycling Containers, and neither the Contractor nor any other person, shall have any right, title, or interest of any nature whatsoever in or to any of the Recycling Containers, including any of the replacement Recycling Containers.
- (h) The work includes the furnishing of all labor and the providing and maintenance of a sufficient number of vehicles and other equipment required for the prompt and efficient collection and transportation of all recyclables to be collected under this contract within the territory included in the present boundaries of the Township.
- (i) All recyclable materials placed out for collection shall be owned by, and be the responsibility of the occupants of the residential properties (residents) or the Township, for Township facilities, until they are collected by the Contractor. The recyclable materials become the property and 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, the Contractor shall follow the rejection procedure. In the event that improperly prepared materials are placed out for collection, the Contractor shall have an option to collect or leave the items, and in any case shall leave a sticker or other form of notification approved by the Township explaining the proper method of preparation of recyclable materials, record the address on forms provided by the Township, and report the same to the Township. (Notification shall take place on the day items are rejected or the items shall be considered a missed collection.)

If the Contractor elects to collect materials on the list of Recyclable Materials above which are not properly prepared, the Contractor shall assume responsibility for any additional processing required to increase the marketability of those items.

- (j) The Contractor shall not be permitted to commingle Recyclables collected in the Township with Recyclables from outside the Township and shall submit said written certification of such on a monthly basis. The Township reserves the right to spot check collection vehicles to inspect their contents. Such vehicles *may* be directed to a scale of the Township's choice for weighing.
- (k) The Contractor shall leave without damage at the point of collection all reusable Recycling Containers and any protective covers used to keep the Recyclable Materials dry.

- (l) The Contractor shall adequately clean up any Recyclable Materials spilled or blown during the course of collection and/or transportation operations. All collection vehicles shall be equipped with at least one (1) broom and one (1) shovel for use in cleaning up Recyclable Material spillage. The Contractor shall have no responsibility to remove or clean up any unacceptable items which are rejected, as described above, and which have not been handled due to insufficient material preparation by residents.
- (m) Reports of missed collections shall be responded to by the Contractor by making collection of Recyclable Materials at the missed residence within eight (8) hours of notification by the Township, or by following the established rejection of unacceptable materials procedure.
- (n) The Contractor shall supply collection vehicles for the sole purpose of collecting Recyclables, which are capable of transporting the Recyclables in a condition to maximize marketability.
- (o) There shall be no deviation from the established schedules, except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Collections shall be made regardless of weather or other conditions which would impede collections such as flood, riot, or other disaster unless authorization to suspend collection is obtained from the Township. This authorization may be verbal, but the request from the Contractor and the authorization by the Township shall be confirmed in writing within one (1) business day by both parties. Pick-ups missed during the event shall be collected according to the holiday schedule and procedures stated in this section.
- (p) Changes in collection schedule for Recyclables shall be approved by the Township in writing, and notification of schedule change by advertisement in a daily newspaper of general publication to the residents of the Township is the responsibility of the Contractor.
- (q) Attention is called to the fact that the quantity and tonnage of Recyclable Material 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.
- (r) The Contractor shall keep the following records for collections:
 - 2. Per Route
 - a. Route identifications and or street names of the run.
 - b. Number and location of stops where improperly prepared Recyclables were not collected.

3. Per Collection Day
 - a. Routes collected
 - b. Number and location of stops where Recyclables were rejected at curbside and reasons for rejection.
- (s) Recyclable Materials collected by the Contractor must be processed at a Recyclables processing / Recyclable Materials recovery facility which has all required permits issued by the appropriate authorities. The Contractor must notify the Township in writing of any processing facility utilized hereunder prior to use thereof.
- (t) Costs incidental to the processing of Recyclables collected under this Contract are the responsibility of the Contractor. The Contractor shall maintain for submission to the Township accurate records, in a format approved by the Township, indicating the tonnage of the Recyclables collected and delivered to the processing facility 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 Township as indicated herein. The Township reserves the right to inspect such records and the record keeping procedures at any time during normal business hours.
- (u) The Contractor has the total responsibility of Recyclables processing and shall bear any and all costs incurred therewith regardless of cause. The Contractor retains all revenues from the sale of the Recyclables collected in the Township under this Contract.
- (v) If the Township acquires its own Recyclable Materials processing facility or acquires long term (three (3) years or more) access to such a facility, the Township reserves the right to designate such facility to be the processing facility used by the Contractor hereunder. In the event the Township so designates a processing site, the parties may renegotiate the compensation to the Contractor, considering the distance traveled to the Township facility, and any increase or decrease of sales revenue compared to the Contractors designated facility.
- (w) The Contractor shall utilize a facility and system for processing Recyclable Materials that can meet the criteria below:
 1. The processing facility / system shall be capable of accepting the previously described commingled Recyclable Materials and processing them to the degree necessary to be marketable at reasonable prices.
 2. There shall be sufficient space at the processing facility to store one (1) week's accumulation of Recyclable Materials in the event of equipment downtime. The system shall have sufficient capacity

to receive, process and store, within five (5) working days, all Recyclable Materials collected in one (1) week.

3. The processing facility shall be located in an area zoned for this type of activity and shall have all necessary permits.
- (x) The Contractor shall be ultimately held responsible for establishing transportation and marketing arrangements for the Recyclable Materials collected in the Township. The facility and equipment utilized for the collection and transport, processing, storage and transport of Recyclable Materials to markets may be owned, leased, or contracted for by the Contractor or the market.
 - (y) The Contractor shall be prohibited from disposal of the Townships collected Recyclable Materials or processed Recyclable Materials at a landfill or other waste disposal facility without the prior written permission of the Township. Violation of this contract provision will be cause for termination of the Contract.
 - (z) The Contractor shall be required to keep records and submit reports to comply with Township reporting requirements. These reports will serve as a means to apprise the Township of the status of recycling activities and expenditures. The Contractor will also be required to provide certified weight receipts for all Recyclable Materials collected and processed each day by the Contractor in the Township recycling program. Weights must be obtained from certified scales calibrated within the last year of any particular weigh-in. Report requirements include the following:

Monthly Program Reports

The Contractor shall submit monthly program reports for the length of the Contract period commencing upon final approval of the Contract. These reports shall be due within ten (10) working days from the end of the month and be submitted with the monthly billing. At a minimum, the reports shall include:

1. Summaries of tonnages of all Recyclable Materials collected, including daily weight receipts.
2. Detailed data to allow analysis of collection and processing efficiencies.
3. Discussion of problems and noteworthy experiences in the recycling program operation.

3.3 Work Stoppage

A work stoppage by the Contractor's work force shall not be grounds for the Contractor to terminate the Contract. The Contractor will still be required to complete the Contractor's obligation under the Contract, even if it is affected by a

strike, job action or other disruptive labor activity. However, the Township will not impose any penalty nor bring any action against the Contractor to perform the conditions of this Contract for the first twenty-four (24) hours of any strike or job action should such strike or job action prevent the collection of Municipal Waste or Recyclable Materials by the Contractor during this initial twenty-four (24) hour period. All other rights, remedies, and options available to the Township under this Contract shall remain unaltered by this Section.

3.4 Equipment

- (a) The Contractor shall furnish and maintain all trucks, labor, tools, machines, material, and equipment necessary and required for the full, proper and efficient conduct of the work. All equipment shall be kept in good order and repair and must be subject to the approval of the Township at all times.
- (b) The Contractor shall keep all trucks and any other equipment used in the collection and removal of Municipal Waste and Recyclable Materials in good repair, well painted, numbered, thoroughly cleaned and disinfected with disinfectants furnished by the Contractor, at least once a week, so that they will be free from odor at all times.
- (c) All Bidders must specify the number and type of all metal packer-type and Recyclables collection truck bodies that will be used during the performance of the Contract period. If such equipment is presently owned or leased, the Bidder shall supply detailed inventories, including photographs, of their equipment and all accessories by type, model, year of manufacture, and anticipated remaining useful life as of the date of the inventory sheet. All leased equipment shall be listed separately; the time remaining on each leased machine and options of renewal, where applicable, shall be stated. All new equipment to be acquired to accomplish this Contract must be available upon the effective date of the commencement of operations. Delivery guarantees by manufacturers shall be attached to the bid document. At the beginning of the contract period, at least one-third (1 /3rd) of the collection vehicles must not be older than five (5) years. The Contractor shall specify trucks, chassis, compactors, etc. Any vehicle over five (5) years old shall be presumed to be unacceptable unless the Contractor can provide evidence to the Township's satisfaction of the contrary. If equipment is to be purchased, then catalogs and descriptive matter must be submitted in sufficient detail to satisfy this request.
- (d) Contractor shall not park Municipal Waste / Recyclable Material collecting vehicles during the day in any place where it is deemed offensive to nearby residents or businesses. Contractor shall not park Municipal Waste / Recyclable Material collecting vehicles overnight within the Township.

Trucks shall have and use flashing warning lights.

- (e) Loading personnel will wear safety clothing, e.g. orange vest or fluorescent T-shirt.

3.5 Subcontract

The Contractor shall not subcontract any portion of the work to be done hereunder except upon the prior written consent of the Township. Any approved subcontract shall not release the Contractor from its primary liability to perform all aspects of this Contract.

4.0 BONDS AND INSURANCE

4.1 Performance Bond

The successful Bidder shall be required to furnish a bond for the faithful performance of the Contract in a sum equal to 100% of the highest total price of all portions and of all terms of the Contract bid.

Bonds shall be in the form contained in this Solicitation and shall be that of an approved surety company authorized to transact business with the Commonwealth of Pennsylvania, and proof of same shall be submitted to the satisfaction of the Township Solicitor. Agents of the bonding company shall furnish; their power of attorney, bearing the seal of the company and evidencing such agent's authority to execute the particular type of bond to be furnished as well as the right of surety company to conduct business in the Commonwealth of Pennsylvania. All premiums for bonds shall be paid by the Contractor.

The Performance Bond and Power of Attorney shall be received by the Township within fourteen (14) days of award of the Contract.

4.2 Insurance

At all times during this Contract, the Contractor shall maintain in full force and effect employer's liability, worker's compensation, public liability and property insurance as follows:

- (a) General Public Liability Insurance (non-automotive) for personal injury and damage to property including excess umbrella coverage shall not be less than \$5,000,000 for each occurrence and \$10,000,000 aggregate.
- (b) Total Automobile Liability Insurance including primary combined single limit coverage and excess umbrella coverage shall not be less than \$10,000,000 for each occurrence and \$10,000,000 aggregate.
- (c) Worker's Compensation coverage shall not be less than the statutory minimum and employer liability coverage shall not be less than \$1,000,000 for each occurrence.

All insurance shall (a) be by insurers and for policy limits acceptable to the Township, (b) be on an "occurrence basis" and (c) name the Township as an additional insured.

All other insurance policies herein maintained shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the Township before execution of the Contract hereunder. Said policies shall remain in full force and effect until the expiration of the term of this Contract whichever shall occur later. The Contractor shall deposit with the Township Manager the original policies of insurance herein referred to or true copies thereof, and / or Certificate of Insurance indicating appropriate coverage and listing thereon the Township as additional insured for the coverage stated therein. Each and every

policy of insurance herein maintained and required pursuant to the terms of this Contract shall carry with it an endorsement to the effect that the insurance carrier will convey to the Township by Certified Mail, Return Receipt Requested, written notice of any modifications, alterations, or cancellations of any such policy or policies of the terms thereof; and said written notice must be received by the Township at least thirty (30) days prior to the effective date of any such modifications, alterations, or cancellations. If such modifications, alterations, or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, the Contractor shall be deemed to be in default and the Township may terminate this Contract as of the effective date of such change in insurance coverage, and the surety on the Bond may be held responsible by the Township for the resulting losses.

4.3 Indemnity by the Successful Bidder

To the extent permitted by law, the Bidder assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising from any injury, or alleged injury (including death), to any person, or damage, or alleged damage, to property sustained or alleged to have been sustained in connection with or to have arisen from or resulting from the performance of operations by the Bidder, and including losses, expenses or damages sustained by the Township, its agents, representatives and employees from any and all such losses, expenses, damages, demands and claims, and agrees to pay the cost to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, costs and expenses in connection with or resulting therefrom.

PROPOSAL

**CURBSIDE COLLECTION AND DISPOSAL
OF MUNICIPAL WASTE AND CURBSIDE COLLECTION AND
DISPOSAL OF RECYCLABLE MATERIALS**

**SOUTH HEIDELBERG TOWNSHIP,
BERKS COUNTY, PENNSYLVANIA**

PROPOSAL OF _____
(Name)

(Address)

an individual; a partnership; a corporation registered in the State of _____
(delete titles not applicable above) for furnishing and performing all WORK as required by the
CONTRACTS AND DOCUMENTS for Curbside Collection and Disposal of Municipal Waste
and Curbside Collection and Disposal of Recyclable Materials in South Heidelberg Township,
Berks County, Pennsylvania.

To: South Heidelberg Township
555A Mountain Home Road
Sinking Spring, PA 19608

Attention: Sean McKee, Township Manager

Pursuant to and in compliance with your NOTICE TO BIDDERS for the furnishing of all labor, equipment, and materials, as required for Curbside Collection and Disposal of Municipal Waste and Curbside Collection and Disposal of Recyclable Materials, and having carefully examined the CONTRACT DOCUMENTS comprising the SPECIFICATIONS and all other documents bound therewith, all ADDENDA or Bulletins thereto, and being familiar with the Township and the various conditions affecting the WORK, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper or incidental to the installation as required by and in strict accordance with the applicable provisions of the SPECIFICATIONS and all ADDENDA or Bulletins issued by the Township, and mailed to the undersigned prior to the date for opening of PROPOSALS, whether received by the undersigned or not, for the prices as outlined in the spaces provided below. Bid amounts are based on net thirty (30 day payment terms).

SCHEDULE OF PRICES

MUNICIPAL WASTE

OPTION #1:

Lump sum price for Curbside Collection and Disposal of Municipal Waste 1x a week:

Initial three (3) year term (Price shall be per residence, per quarter)

1st additional year option (Price shall be per residence, per quarter)

2nd additional year option (Price shall be per residence, per quarter)

OPTION #1 ALTERNATE:

Lump sum price for Curbside Collection and Disposal of Municipal Waste 1x a week including Municipal Waste Containers:

Initial three (3) year term (Price shall be per residence, per quarter)

1st additional year option (Price shall be per residence, per quarter)

2nd additional year option (Price shall be per residence, per quarter)

SCHEDULE OF PRICES
RECYCLABLE MATERIALS

OPTION #2:

1. Lump sum price for Curbside Collection and non-landfilled Disposal of Recyclable Materials every other week:

Initial three (3) year term (Price shall be per residence, per quarter)

1st additional year option (Price shall be per residence, per quarter)

2nd additional year option (Price shall be per residence, per quarter)

OPTION #2 ALTERNATE:

1. Lump sum price for Curbside Collection and non-landfilled Disposal of Recyclable Materials every other week including Recyclable Containers:

Initial three (3) year term (Price shall be per residence, per quarter)

1st additional year option (Price shall be per residence, per quarter)

2nd additional year option (Price shall be per residence, per quarter)

OPTION #3 TRASH (PER BAG OPTION FOR LOW GENERATORS)

- 1. Lump sum price for Curbside Collection and Disposal of Municipal Waste 1x week “per bag option.”

Initial three (3) yr. term (Price shall be per bag)

1st additional yr. option (Price shall be per bag)

2nd additional yr. option (Price shall be per bag)

(Details of how “per bag” service is provided must accompany bid proposal.) NOTE: In the event contract is awarded to a new vendor, provisions must be made to allow existing residential inventories of purchased bags for this program to be used for a period not to exceed one (1) year.

OPTION #4 DISCOUNTS AVAILABLE

Indicate discounts, if any, available to customers as requested:

Prepay Discount _____% Discount-6 mos. Prepay

_____ % Discount-1 year Prepay

Senior Citizen Discount _____% Discount- per monthly invoice
(Age 60+)

_____ % Discount-per yearly invoice

#5 MISCELLANEOUS FEES AND CHARGES (If applicable)

NOTE: Unless charges are specified in this section, no additional charge shall be levied upon any customer and added to quarterly billing after the Contract is awarded, for any matter whatsoever, except for penalties or interest for delinquent payment. (State penalties or interest for delinquent payments in item No. 3 below.)

- 1. Wheeled cart rental (in the event Option 1 Alternate or Option 2 Alternate is not selected), if requested. (Price per month)

Initial three (3) yr. term _____

1st additional yr. option _____

2nd additional yr. option _____

- 2. Cart delivery or pick-up charge, if applicable

Initial three (3) yr. term _____

1st additional yr. option _____

2nd additional yr. option _____

- 3. Other fees or charges, if applicable:

State reason for fee or charge _____

Initial three (3) yr. term _____

1st additional yr. option _____

2nd additional yr. option _____

(Use additional page for other fees and charges, if necessary)

The undersigned agrees to begin WORK as specified herein and to complete all work as scheduled for the duration of the CONTRACT awarded.

The undersigned agrees to provide executed CONTRACTS and the BOND and / or required with good and sufficient surety or sureties within fourteen (14) days after receipt of the NOTICE OF AWARD.

In case of failure on the part of the CONTRACTOR to perform the WORK in strict accordance with the CONTRACT or extensions thereof, the CONTRACTOR shall be liable for and pay as liquidated damages the sum of all penalties, expenses, costs, lost revenue, and compensation for additional professional services incurred.

Payment for all WORK called for in the CONTRACT DOCUMENTS or required for proper completion of the WORK under this Contract and not specifically mentioned in the SPECIFICATIONS will be considered as covered by the lump sum price and no extra payments will be allowed therefor.

The undersigned further declares that this PROPOSAL or estimate is made without any connection with any other person or persons making a PROPOSAL or estimate for the same WORK, and is in all respects fair and without collusion or fraud.

The undersigned further declares that no member, officer, agent, or employee of South Heidelberg Township is directly or indirectly interested as principal, surety, or otherwise in the PROPOSAL or estimate, or in performance of the WORK, CONTRACT, or business to which it relates, or in any portion of the profits thereof.

The undersigned hereby designates as the office to which notices may be mailed or delivered:

South Heidelberg Township
555A Mountain Home Road
Sinking Spring, Pennsylvania 19608

The BIDDER shall include with this proposal, a BID BOND or certified check as PROPOSAL security in the amount of TEN PERCENT (10%) of the BID.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the undersigned has caused this PROPOSAL to be executed this _____ day of _____, 20__.

(Individual Principal)

WITNESS:

(SEAL)

(Signature of Individual)

Trading and Doing Business as

(Partnership Principal)

WITNESSES:

(Name of Partnership)

(SEAL)

By: _____

(SEAL)

By: _____

(SEAL)

By: _____

(Corporation / LLC Principal)

(Name of Corporation)

Attest: _____

*By: _____
(Officer or *Authorized Representative)

Title: _____

Title: _____

(CORPORATE SEAL)

*Attach appropriate proof, dated as the same date of the PROPOSAL, evidencing authority to execute in behalf of the Corporation.

(Corporation Surety)

(CORPORATE SEAL)

(Name of Corporation)

WITNESS:

**By: _____
(Attorney-in-fact)

**Attach an appropriate Power of Attorney, dated as the same date as the BOND, evidencing authority of the Attorney-in-fact to act in behalf of the Corporation.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Contractor)

hereinafter called the Principal, and _____
(Surety)

hereinafter called the Surety, are hereby held and firmly bound unto SOUTH HEIDELBERG TOWNSHIP, hereinafter called the Obligee, as hereinafter set forth, in the full and just sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal is herewith submitting to the Obligee a certain Proposal dated _____, 2019 to perform the work for the Obligee, in connection with the curbside collection and disposal of Municipal Waste and Recyclable Materials as set forth in the Contract Documents.

NOW, THEREFORE,

- (a) If said Proposal shall be rejected by the Obligee or, in the alternative,
- (b) If said Proposal shall be accepted by the Obligee, and the Principal shall duly execute and deliver the Contract in the form attached hereto and shall execute and deliver the Performance, Payment, and Maintenance Bonds in the forms attached hereto, and shall deliver evidence of adequate insurance coverage, within the stipulated time;

Then this Proposal Bond shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal or claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this Bond shall be in no way impaired or affected by an extension of time within which the Obligee may accept such Proposal, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, the undersigned has caused this PROPOSAL to be executed this _____ day of _____, 20____.

(Individual Principal)

WITNESS:

(SEAL)

(Signature of Individual)

Trading and Doing Business as

(Partnership Principal)

WITNESSES:

(Name of Partnership)

(SEAL)

By: _____

(SEAL)

By: _____

(SEAL)

By: _____

(Corporation / LLC Principal)

(Name of Corporation)

Attest: _____

*By: _____
(Officer or *Authorized Representative)

Title: _____

Title: _____

(CORPORATE SEAL)

*Attach appropriate proof, dated as the same date of the PROPOSAL, evidencing authority to execute in behalf of the Corporation.

(Corporation Surety)

(CORPORATE SEAL)

(Name of Corporation)

WITNESS:

**By: _____
(Attorney-in-fact)

**Attach an appropriate Power of Attorney, dated as the same date as the BOND, evidencing authority of the Attorney-in-fact to act in behalf of the Corporation.

CONTRACTOR'S QUALIFICATION STATEMENT
CONCERNING EXPERIENCE AND FINANCIAL ABILITY

NAME _____

ADDRESS _____

TELEPHONE _____ DATED _____

EMAIL ADDRESS: _____

Submitted for the purpose of presenting and submitting a bid for the Curbside Collection and Disposal of Municipal Waste and Recyclable Materials in South Heidelberg Township, Berks County, Pennsylvania (the "Township").

Explanatory

This questionnaire is to be filled out by the Contractors desirous of submitting bids in connection with the Curbside Collection and Disposal of Municipal Waste and Recyclable Materials.

Before any bids are deemed to be properly submitted, it will be required that each and every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite, or general.

Qualifications of Bidders: After the bid opening, the Township may make such investigation as it deems necessary to determine the ability of the bidders to perform the work, and the bidders shall furnish to the Township all such information and data for this purpose as the Township may request. The Township reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Township that such Bidder is properly qualified and responsible to carry out the obligations of the Contract and to complete the work contemplated therein.

If the space provided in this form to answer any questions is not large enough, the Contractor shall add additional sheets or space.

1. a. How many years has your organization been in business as a contractor under your present name? _____

b. In what municipalities, or for what major clients? _____

2. Have you ever failed to complete any work awarded to you? _____

If so, when, where and why? _____

3. a. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? _____

If so, when, where and why? _____

b. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract? _____

If so, when, where and why? _____

4. Have liens or lawsuits of any kind been filed against any of your contracts? _____

If so, give full details: _____

5. If a corporation, state:

a. Date when organized: _____

b. Organized under the laws of what state: _____

c. What was the 2018 liquidity ratio for the corporation (current assets/ current liabilities)? _____

d. Names and titles officers: _____

6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name, address and telephone number of company, name and amount of bond for the same) within the last five (5) years.

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

7. List all contracts which you are now performing, or for which you have signed contracts but not started work. (Give names, type [municipal waste collection and/or waste disposal and/or recyclable materials collection and/or marketing, amount, term and time remaining of contract and contracting entity [owners name, address and telephone number]).

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$
_____ \$
_____ \$

8. List the garbage, refuse and rubbish collection and disposal contracts which your organization has completed during the past three (3) years, or which it is now executing. (Give detailed answers to questions given below.)

- a. Name of municipality _____
- b. Approximate population served by you in said Municipality _____

- c. Term of Contract: From: _____ To: _____
- d. From what part of the premises were collections made? _____

- e. How were materials disposed of? _____

- f. Name, title, address and telephone number of Municipal official in charge of collections and/or contract administration: _____

- g. Did you complete the contract satisfactorily: (Fill in the same detailed information required above for each contract performed, or in process of execution, using extra sheets as needed) _____

9. List the recyclables collection, processing and marketing contracts which your organization has completed during the past three (3) years, or which it is now executing (give detailed answers to the questions below).

- a. Name of Municipality: _____
- b. Approximate population served by you in said Municipality: _____

- c. Term of Contract: From: _____ To: _____
- d. Approximate numbers of household served: _____

- e. What recyclables were collected and how were recyclables prepared (source-separate, commingled)? _____

- f. From what part of the premises were collections made? _____

- g. Name, title, address and telephone number of Municipal official in charge of collections and/or contract administrator: _____

- h. Did you complete the contract satisfactorily: (Fill in the same detailed information required for each contract performed, or in process of execution, using extra sheets as needed. _____

- i. Did you participate in public information and education programs during the term of the contract? If yes, describe involvement. _____

10. State financial ability and your plans for financing this work if awarded this contract:

11. State all your banking connections and give banking references (name of bank, address, phone number and name of contact): _____

12. Who will supervise the work if the contract is awarded to you? Give name and title:

14. Attach Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision For income taxes, advances received from owners, accrued salaries, accrued payroll

taxes), other liabilities and capital (capital stock, authorized and outstanding shares par values, earned surplus).

Date of Statement or balance sheet: _____

Name of firm preparing statement: _____

The foregoing is a true statement of facts, and I agree that if any statement is found to be incorrect or false that my Bid will be subject to rejection by the Township.

Signed: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 2019.

Notary Public