

**Muhlenberg Township
Berks County, Pennsylvania**

Request for Bids

for

**Collection, Transportation and Processing of
Municipal Solid Waste and Recyclable Materials**

**Bid Submission Deadline:
May 8, 2020 at 9:00 AM**

**Muhlenberg Township
210 George Street
Reading, PA 19605**

610.929.4727

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INVITATION TO BID

NOTICE TO BIDDERS

SEALED BIDS

The Muhlenberg Township Board of Commissioners, Berks County, Pennsylvania, will receive sealed bids for the following:

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

The service periods will be for either three (3) years or five (5) years commencing January 1, 2021, at the sole discretion of the Township, with an optional extension of up to 2 additional years, whether the Township awards a three-year contract or a five-year contract .

Sealed bids will be accepted by Brian Harris, Muhlenberg Township Manager at 210 George Street, Reading, PA 19605, until 9 AM prevailing time on May 8, 2020, publicly opened and read at 9:15 AM prevailing time on the same day and at the same place. Bids will be presented to the Board of Commissioners and will be acted upon within sixty (60) days after the opening, unless extended as provided in the contract documents.

Contract Documents and Specifications may be examined and/or obtained without charge from the Muhlenberg Township website www.muhlenbergtwp.com or at the Municipal Building during normal office hours. Each Bid must be accompanied by a Certified Check, Cashier's Check or Bid Bond in the amount of ten percent (10%) of the total amount of the highest bid option proposed by a Bidder.

A mandatory pre-bid meeting will be held on April 24, 2020 at 9:00 a.m. for all potential bidders.

The Township Commissioners hereby reserve the right, which is understood and agreed to by all Bidders, to reject any and all Bids and to waive any omissions, errors, mistakes, defects or irregularities in any Bid at its sole discretion.

Unless all bids are rejected, and except as otherwise provided by law, award will be made to the lowest responsible bidder. The Township reserves the right to award a contract based on any Option or Options included in the Request for Bids or on a by item or total bid basis, whichever is deemed most advantageous to the Township.

Muhlenberg Township Commissioners
Brian Harris
Township Manager

INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS** - The following words and phrases used in the Bidding and Contract Documents shall have, unless the context clearly indicated otherwise, the meaning given to them in this section:
 - 1.1 “Bidder” means any person, partnership, firm or corporation that submits a Bid directly to the Township. This does not include a sub-bidder, who submits a bid to a Bidder.
 - 1.2 “Bid guarantee” means the bid bond, cashier’s check or certified check submitted as part of the bid, payable to Muhlenberg Township, ensuring that the successful bidder will enter into a contract.
 - 1.3 “Bid Documents” includes the Invitation to Bid, Instruction to Bidders, Specifications, the Bid Form including all Addenda and required documents that must be submitted as part of the bid, Bid Bond, and the proposed Contract Documents.
 - 1.4 “Commercial Establishment” shall mean any establishment engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers, theaters, and those multiple dwelling residential buildings containing ten or more dwelling units.
 - 1.5 “Commingled” shall mean source separated recyclable materials that have been mixed at the source of generation (i.e. placed in the same container).
 - 1.6 “Commercial Municipal Waste” shall mean Municipal Waste, as herein defined, that is generated at a commercial establishment.
 - 1.7 “Contract Administrator” shall mean the Muhlenberg Township Director of Engineering and Codes.
 - 1.8 “Contract Documents” shall include the Bid Documents, Bid Response, Contract, Performance Bond, Certificates of Insurance and all other documents required by the Township for the contract to be effective.
 - 1.9 “Contract Year” shall be the same as the calendar year.
 - 1.10 “Contractor” shall mean the person, corporation or partnership with whom the Township enters into a contract for Municipal Solid Waste and Recyclable materials collection.

- 1.11 “Consent of surety” means a surety company guarantee that the surety will provide a performance bond if the contract is awarded.
- 1.12 “Construction or Demolition Waste” shall mean solid waste resulting from the construction or demolition of buildings and other structures, including, but not limited to, plastic, metals, asphalt, bricks, block, lumber, drywall and concrete.
- 1.13 “Container” shall mean the receptacle in which Municipal Solid Waste and Recyclables are placed at Curbside for collection. For purposes of this definition Containers shall include: thirty (30) gallon and smaller metal or plastic cans with or without tight-fitting lids; heavy duty plastic bags, securely tied which are not torn and can be moved without breaking; and a “bundle” containing twigs, tree and shrub trimmings, lumber, florescent tubes, metal posts, or bars, securely tied with rope or twine not more than four (4) feet in length and sixteen (16) inches in width or depth. Containers when filled shall not weigh more than fifty (50) pounds. The term Container specifically excludes any receptacle over 30 gallons; that exceeds fifty (50) pounds; or one that has sharp or jagged edges
- 1.14 “Curbside” shall mean the area immediately adjacent to the road where Municipal Solid Waste and Recycling is placed for pick-up/collection.
- 1.15 “Dwelling” and “Dwelling unit” shall mean place of residence within Muhlenberg Township of one or more persons where Municipal Solid Waste and Recyclable Materials are generated through normal living activities and habits. It shall not include apartments or buildings that contain ten (10) or more separate units; any trailer court or Mobile Home Park.
- 1.16 “Electronic Waste” shall include desktop and laptop computers, computer monitors, computer peripherals, and televisions as described in the Covered Device Recycling Act (Act 108 of 2010).
- 1.17 “Garbage” (food waste) shall mean animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.
- 1.18 “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.
- 1.19 “Institutional Establishment” shall be any establishment engaged in the service to persons, including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.
- 1.20 “Institutional Municipal Waste” shall be Municipal Solid Waste, as herein defined, that is generated at an Institutional Establishment.

- 1.21 “Multi-Family Establishments” shall mean any properties having ten (10) or more dwelling units per structure.
- 1.22 “Municipal Solid Waste or MSW” shall mean garbage, refuse, rubbish, trash, office waste, bulk items and other material, including solid, liquid, semisolid or contained gaseous material resulting from operation of residential and municipal establishments as well as from community activities. The term does not include source separated recyclable or hazardous materials.
- 1.23 “Person” – Any individual, partnership, corporation, association, institution, cooperative enterprise, municipal authority, federal government agency, state institution or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.
- 1.24 “Residential Unit” shall be the same definition as Dwelling Unit.
- 1.25 “Recyclable Materials” shall mean those materials which may be processed or re-fabricated for reuse and which are specified by the municipality for separation from the regular solid waste. Such materials may include, but not be limited to, aluminum products, steel containers, bi-metal containers, office paper, corrugated paper, pressed paperboard, cardboard, glass containers, newspapers, magazines and periodicals, and plastic containers. Notwithstanding this definition, the scope of recyclable materials subject to the contract shall be determined from time to time by mutual consent of the Contractor and the Township or as required by the Pennsylvania Department of Environmental Protection.
- 1.26 “Recycling” shall mean the collection, separation, recovery, and sale or reuse of recyclables which would otherwise be disposed or processed as Municipal Solid Waste.
- 1.27 “Refuse” shall mean all solids, household wastes and other materials including:
- 1.27.1 Ashes: Consists of all residues from the burning of wood, coal, coke and other combustible materials for the purpose of house-hold heating.
- 1.27.2 Garbage: All table Refuse, animal or vegetable matter, from meat, fish and fowl, fruits, vegetables and parts thereof, and all other articles and materials ordinarily used for food which have become unfit for such use or which are for any reason discarded.
- 1.27.3 Rubbish: Branches, grass clippings, trees, sawdust, chips, shavings, wood, woodenware, leather, rags, grass, straw, manure, and all solid combustible matters not included in this Section under the term Garbage.
- 1.27.4 Bulk Waste: large items of refuse which are generated from inside or outside of a Dwelling unit. For example: chair, rugs (must be cut 4’ x 4’), sofa, white items,

microwaves, stoves, etc. Note: Any white item with refrigerant must have the Freon removed and stickered before pickup.

Specifically excluded from the term Refuse are vehicle tires, Recyclable Materials, Electronic Waste and Hazardous Waste as defined herein.

- 1.28 “Resident” shall mean any person(s) owning and/or occupying a Dwelling Unit in the Township of Muhlenberg.
- 1.29 “Source Separated Recyclable Materials” shall mean materials that are separated from municipal solid waste at the point of origin for the purpose of recycling and that are then separated again for dual stream recycling,
- 1.30 “Successful Bidder” means the lowest, qualified, responsible and responsive Bidder to whom The Township (on the basis of The Township’s evaluation as hereinafter provided) intends to make a contract award.
- 1.31 “Tipping Fee” shall mean the charge or cost to tip, dump or otherwise dispose of a load of materials such as municipal Solid Waste or Recyclable Materials at a processing or disposal facility.
- 1.32 “Township” shall mean Muhlenberg Township Board of Commissioners together with its Manager and his / her authorized representatives.

2. COPIES OF BID DOCUMENTS

- 2.1 A complete set of Bid Documents shall be used in preparing Bids; the Township assumes no responsibility for errors or misinterpretations resulting from the use of incomplete Bid Documents.
- 2.3 The Township in making copies of Bid Documents available do so only for the purpose of obtaining Bids for the Work and does not confer a license or grant for any other use.

3. QUALIFICATION OF BIDDERS

- 3.1 Each bidder shall present evidence that they are normally engaged in the provision of the type of equipment and activity for which bids are being solicited. No Bid shall be considered from bidders who are unable to show that they are normally engaged in the activity on which bids are being solicited.
- 3.2 The Township requires that the attached Bidder’s Questionnaire be completed in its entirety and submitted together with a Bid. Failure to complete, sign and deliver the Bidder’s Questionnaire at the time of submission of a bid may be cause for rejection of a bid.

4. **EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT INVESTIGATION**

- 4.1 It is the responsibility of each Bidder before submitting a bid, to (a) examine the Bid Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Bid Documents, and (e) notify The Township of all conflicts, errors or discrepancies in the Bid Documents.
- 4.2 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with the aforementioned requirements, that without exception the Bid is premised upon performing and furnishing the Work required by the Bid Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 4.3 **Mandatory Pre-Bid Meeting** - All inquiries from Bidders on matters related to these Bid Documents should be presented at the mandatory pre-bid meeting that will be held in the Township Municipal Building, 210 George Street, Reading, PA. on **April 24, 2020 at 9:00 AM.**

5. **INTERPRETATIONS OF ADDENDA**

- 5.1 All questions about the meaning or the intent of the Bid Documents are to be directed to the Township Manager. Interpretations or clarifications considered necessary by the Township in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Township as having attended the Pre-Bid Conference. Questions received less than three (3) working days prior to the date for opening of Bids shall not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 5.2 Addenda may also be issued by the Township to modify the Bidding Documents as needed.

6. **BID SECURITY**

- 6.1 The bid must be accompanied by Bid Security in the amount of ten percent (10%) of the total bid amount of the highest bid option proposed by a Bidder. The Bid Security must be in a form and substance satisfactory to the Township to guarantee that a contract will be executed if awarded. Any Bid received without the required Bid Security shall be rejected.

6.2 The Bid Security may be in the form of a certified check, cashier's check payable to Muhlenberg Township drawn on a United States bank or a surety bond, 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, through its licensed Pennsylvania resident agent. Attorneys-in-Fact who sign bid bonds must file with each bond a certified copy of their "Power of Attorney" to sign said bonds signed by an officer of the surety.

6.3 The Bid Security submitted shall be returned to all bidders as soon as a contract is fully executed or all bids are rejected.

6.4 In the event the Successful Bidder to whom the notice of intent to award is made shall fail to execute and deliver the executed contract, the necessary performance security and insurance certificate within ten days after said notice, the award shall be vacated, and the Bid Security shall be forfeited as liquidated damages.

7. **CONSENT OF SURETY**

7.1 Each bid shall be accompanied by an officer-signed consent of surety from an approved Surety Company that is licensed to conduct business in the Commonwealth of Pennsylvania and listed in the most recent revision of U.S. Treasury Department Circular 570, with its underwriting limitation therein stated as being equal to at least \$20,000,000.

7.2 The Consent of Surety shall be accompanied by the Surety's most recent available financial statement.

7.3 The consent of surety shall state that the surety company therein mentioned unconditionally agrees to furnish the required performance bond and any other bond which is made a condition of the award of a contract under the provisions of this request for bids, including any option period.

7.4 Failure to provide the required consent of surety at the time the bid is submitted may result in the disqualification of a bid and shall preclude that bid from consideration by the Township.

8. **INSURANCE**

8.1 The bidder shall submit with its bid a Certificate of Insurance issued by an insurance company satisfactory to the Township evidencing the existence of the mandatory minimum coverage required by this section.

- 8.2 The Certificate of Insurance shall designate the Township as an additional insured and shall at a minimum provide the following coverage:
- 8.2.1 General Public Liability Insurance (non-automotive) for personal injury and damage to property including excess umbrella coverage shall not be less than \$2,000,000 for each occurrence and \$5,000,000 aggregate.
 - 8.2.2 Automobile Liability Insurance including primary combined single limit coverage and excess umbrella coverage shall not be less than \$1,000,000 for each occurrence and \$2,000,000 aggregate.
 - 8.2.3 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.
 - 8.2.4 Excess Liability Insurance, applicable to both General Public Liability and Automobile Liability Insurance, shall not be less than \$10,000,000 for each occurrence and \$10,000,000 aggregate (umbrella form). The Bidder shall attach any additional documentation necessary to evidence the applicability of said Excess Liability Insurance.
 - 8.2.5 Pollution Liability coverage in the amount of \$1,000,000 per occurrence or aggregate including transportation risks.
- 8.3 The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall name the Township as an additional insured and be designed to protect the Township from any and all claims for damages of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the Contractor in the performance of his contract, whether such obligation be controlled by the Contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of this contract.
- 8.4 All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be authorized to transact the business of insurance in the Commonwealth. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.
- 8.5 All policies shall carry an endorsement to the effect that the insurance company will provide at least thirty (30) days written notice to the Township of any modifications or cancellation of any such policy.

9. **BID FORMS**

- 9.1 Each bidder shall submit bid prices for each and every item for the Option on which it is submitting a Bid, as detailed in the Bid Forms that are contained within these Bid Documents. Bidders are not required to submit a Bid for each Option.
- 9.2 Bids must be submitted on the Bid Forms bound in these documents or on a duplicate copy. If a Form bound within the Bidding Documents is used, it must be removed from the documents prior to Bid submission.
- 9.3 All blank spaces for Bid prices must be completed in ink or by typewriter. The Bid price of each item on a Bid Form must be stated in numerals and, if required, in words. Subject to The Township's right to correct a Bidder's mathematical totals, a discrepancy between the word and numeral for a particular item will be resolved in favor of the word.
- 9.4 The Bid of an individual must be signed by him / her personally, his / her signature must be witnessed, and the business address and any business trade name must be stated. The Bid of a partnership must state the names and addresses of all partners, and the partnership business name and address, and it must be signed by at least one (1) partner, with the signature witnessed. The Bid of a corporation must show the State of incorporation and the principal office address, and must be signed by the President, or Vice President, with the corporate seal affixed, and attested by the Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer. All names must be typed or printed below the signature.
- 9.5 The Bid shall contain an acknowledgement or receipt of all Addenda (the numbers of which shall be filled in on the Bid Form.)
- 9.6 The address of Bidder to which communications regarding the Bid are to be directed must be shown.
- 9.7 Bid prices shall include all taxes of whatever nature applicable to the Work or performance thereof.
- 9.8 The Township may be exempt from sales and use taxes for certain items to be incorporated into the Work. Each Bidder shall obtain legal advice to determine how and to what extent the Township's tax exemption may be utilized by the Contractor.

10. **BID SUBMISSION**

- 10.1 Submit one (1) bound copy and one (1) unbound original copy of the Bid Forms complete with all accompanying documents to:

Township Manager
Muhlenberg Township Municipal Building
210 George Street
Reading, PA 19605

- 10.2 Bids must be received in the Township Municipal Building no later than 9:00 AM, on May 8, 2020. The bids will be opened at 9:15AM at the same place.
- 10.3 Bids shall be sealed in an opaque 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 other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Fax or email bids will not be accepted.
- 10.4 The Bidder is solely responsible for delivering their Bid to the office of the Township Manager at the location of, and by the time of, the Bid opening designated in the Invitation to Bid. The Township Manager, or his representative, will be available for the purpose of receiving Bids at said location immediately prior to the designated time of the Bid opening. No officer, employee or agent of the Township is authorized to accept receipt of a Bid on behalf of the Township at any other time or place, and the Township shall have no responsibility for the receipt of mailed Bids or Bids delivered otherwise than to the Bid opening location as aforesaid.
- 10.5 Each bid will be prepared at the sole cost and expense of the bidder. The Bidder shall make no claim for reimbursement for the cost or the expense of bid preparation.

11. **WITHDRAWAL OF BIDS**

- 11.1 Bidders will be given permission to withdraw any Bids after they have been received by the Township, 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.
- 11.2 No bids may be withdrawn for a period of sixty (60) days following the formal opening of bids except as provided by Act of January 23, 1974, PL 9 No. 4 the Public Contract Bid Withdrawal Law as amended.

12. **OPENING OF BIDS**

- 12.1 Bids will be opened and unless obviously non-responsive read aloud at the time and place set forth in the Invitation to Bid.

13. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 13.1 Bids shall remain open for a period of sixty (60) days from the date of Bid opening. Thirty (30) day extensions of the date for the award may be made by mutual written consent of the Township and the apparent Successful Bidder.

14. **BID REJECTION**

- 14.1 The Township 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 Township 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 Township. The Township shall act in its sole discretion regarding what constitutes informalities in the bids received.

- 14.2 Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of the bidder and rejection of its bid:

14.2.1 Evidence of collusion among bidders.

14.2.2 Lack of competency as revealed by the bid and accompanying documents, the Township's investigation, additional documents requested or other factors.

14.2.3 Lack of responsibility as shown by past work, judged from the standpoint of workmanship.

14.2.4 Default on any previous performance contract within the past ten (10) years.

14.2.5 Default in the performance of any contract or agreement made with the Township or who has failed to perform satisfactorily such contract or agreement.

15. **AWARD OF CONTRACT**

- 15.1 Award of the contract by the Township, if made, will be made on or before sixty (60) days following the opening of bids, to the Successful Bidder whose bid complies in all respects with the requirements as stated herein. In determining the Successful Bidder, the Township shall utilize the total bid price (with or without option years pricing included) for the selected bid or bids (Option #1, #2, #3, #4, #5 or #6) for either a contract with a three-year or five-year initial term, all at the Township's sole discretion. The Township reserves the right to choose that bid which it believes meets the best interest of the municipality, provided that such bid or bids comply in all respects with the requirements as set forth herein.

- 15.2 The Township reserves the right to reject any or all bids if in the interest of the Township it deems advisable to do so. The Township also reserves the right to reject any bid where the bidder fails to furnish any of the documents that are required to be filed with the bid, or fails to provide any pertinent information required, or misstates or conceals any material fact, or when the Township determines that a bidder is not responsible.
- 15.3 The Township shall determine whether a bidder is responsible and may require a bidder to submit additional documentary evidence to support the statements made by a bidder or its qualifications. The Township may also require a bidder to show his or her equipment. All Bidders in submitting a bid agrees to furnish additional information that may be required by the Township.
- 15.4 Discrepancies in the multiplication of quantities of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 15.5 In evaluating Bids, The Township will consider all information submitted on the Bidder's Questionnaire, whether or not the Bid and other documents submitted comply with the prescribed requirements, and all other data that may be requested prior to the Notice of Award.
- 15.6 If the Contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder whose evaluation by the Township indicates that the award will be in the best interests of the Township as determined at the sole discretion of the Township.
- 15.7 If the Contract is to be awarded, the Township will provide the Successful Bidder with a Notice of Intent to Award. In the event the Successful Bidder to whom the notice of intent to award is made shall fail to execute and deliver the contract and the necessary performance bond or security and insurance certificate within ten (10) business days after said notice, the award shall be vacated, and the Bid security shall be forfeited as liquidated damages. The Township shall then award the contract to the next lowest responsible bidder or the Township may at its sole discretion make the decision to re-bid the contract.

16. **PERFORMANCE BOND**

- 16.1. The successful bidder shall provide and maintain for the duration of the contract awarded a performance bond issued by a Surety Company licensed to do business in Pennsylvania in an amount equal to 100% of the value of the contract awarded. The successful bidder shall provide the performance bond to the Township concurrent with the delivery of the executed Contract.
- 16.2 Failure to provide the required performance bond at the time and place specified by the Township shall be cause for the Township to award the contract to the next lowest responsible bidder or terminate the contract process and re-bid the services in accordance with Pennsylvania Law.

- 16.3 The Performance Bond may be annually reduced as each year is completed. The Bond in effect shall always cover the full amount of the remaining years of the contract
- 16.4 Agents of bonding companies which write bonds for the performance of this contract shall furnish the necessary 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 the surety company to do business in the Commonwealth of Pennsylvania.
- 16.5 The performance bond for each option year awarded by the Township shall be delivered with the signed Contract and Certificate of Insurance within ten (10) business days following the notification of intent to award an option year(s).
- 16.6 Failure to deliver or maintain a performance bond as required will constitute a breach of contract and will entitle the Township to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount to the costs incurred by the Township in re-bidding the contract.
- 16.7 Each and every performance bond delivered shall provide that it may not be canceled or terminated unless 60 days prior written notice of the proposed cancellation or termination is delivered to the Township.

17. **TERM OF CONTRACT**

- 17.1 The Contract for the Collection, Transportation and Processing of Municipal Solid Waste and Recyclable Materials shall be for an initial term of either three (3) or five (5) consecutive years commencing January 1, 2021.
- 17.2 The contracts described above include an option for the Township, in its sole and exclusive discretion, to extend the contract for up to an additional two (2) consecutive years, or any portion thereof. In the event that Township shall extend the contract for an additional period that is less than the full two (2) years authorized under these specifications, Township shall retain the right to extend the contract for an additional period(s), up to a maximum of two (2) years.
- 17.3 Township shall provide the contractor one hundred twenty (120) days' notice prior to the completion of the initial term of the contract, or any partial renewal thereof, of its intention to extend the contract for an additional period or periods. If no notice is provided to the contractor of the Township's intent to extend the contract, the contract shall expire at the conclusion of the existing term.

17.4 At any time prior to the expiration of the original term of the contract or prior to the expiration of any extended term of the contract, the Township may, in its sole discretion, solicit bids for a new contract that will commence at the end of the original contract or at the end of any extended term of the contract. Any such solicitation and receipt of bids shall not be deemed a waiver by Township of its right to timely exercise the option to extend the contract for an additional period(s).

18 **CONTRACT, BONDS AND INSURANCE CERTIFICATE**

18.1 Before any contract can be executed by the Township, the Successful Bidder is required within ten (10) business days following the notification of intent to award to furnish the Township with the Performance Bond, the signed Contract and Certificate of Insurance.

19. **SIGNING OF CONTRACT**

19.1 When the Township gives a Notice of Intent to Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract, each with copies of the Bid submission attached. Promptly thereafter, the Successful Bidder shall sign and deliver to the Township the required number of counterparts of the Contract with the attachments. The signed Contract shall be accompanied by the Performance Bond on the form provided in the Bidding Documents and insurance certificates.

19.2 If the Township finds the documents submitted by the apparent Successful Bidder acceptable, it will, promptly after receipt of such documents, complete the signing of the Contract and submit two (2) fully executed copies of the Contract to the Successful Bidder.

20 **ANNULMENT OF CONTRACT**

20.1 The Township reserves the right to annul any Contract, at the Township's sole option, if, in the Township's opinion, (a) there shall be a failure at any time to perform faithfully any of its stipulations, or, in the case of willful attempt to impose upon the Township materials or services inferior to those required by the Contract or (b) the contractor, or any of its principals, are convicted of a criminal offense that reflects on the quality or integrity of its services to be provided.

21 **LEGAL REQUIREMENTS**

21.1 In performing the contract, the successful bidder is responsible to comply with, and shall comply with, all applicable Federal, State, and local laws, ordinances, and regulations. Before submitting a bid, each bidder shall become familiar with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect the bidder's ability to perform, or cause the performance of, the contract.

END OF INSTRUCTIONS TO BIDDERS

**TECHNICAL AND PERFORMANCE SPECIFICATIONS
MUNICIPAL SOLID WASTE AND RECYCLING**

1. SCOPE OF SERVICE

- 1.1 The work and service to be provided by the Contractor shall consist of furnishing all equipment, labor and other things required to for the weekly collection, transportation, processing of Municipal Solid Waste and Recyclable Materials for all dwelling units in the Township. The present contractor is servicing approximately Six Thousand Seven Hundred (6,700) dwelling units.
- 1.2 The Township assumes no responsibility if the number of dwelling units is not confirmed by a physical count. The Contractor is responsible for determining the accuracy of these figures before submitting a Bid.
- 1.3 Except as otherwise provided for herein, the collection of Municipal Solid Waste and Recycling from apartment buildings or complexes with ten (10) or more units, Commercial Establishment Waste, Institutional Establishment Waste, and waste from industries are not included in the Contract.
- 1.4 The contract does not include the tipping fee for Municipal Solid Waste disposal. The Contractor will transport all Municipal Solid Waste to Pioneer Crossing Landfill and disposal fees will be billed by the Landfill directly to the Township under the terms of a separate agreement.

2. COLLECTION

- 2.1 Each dwelling unit shall have their Recyclables and Municipal Solid Waste collected according to the bid options awarded.
- 2.2 There shall be no collection service provided on the following holidays: January 1 (New Year's Day); July 4 (Independence Day); fourth Thursday of November (Thanksgiving Day); and December 25 (Christmas Day). Municipal Solid Waste and Recyclable Materials collection for these designated holidays shall be made on the day following the Holiday, including Saturdays if the holiday falls on a Friday. If the holiday falls on a Saturday, then collection shall be made on the following Monday. No collections shall be performed on a Sunday.
- 2.3 Collection shall be made with a minimum of noise and traffic delay and all receptacles and containers shall be returned to the location from which collected, located off the roadway and not blocking the sidewalk or driveway, and be handled as carefully and quietly as possible.

- 2.4 Collection shall not begin before 6:00 A.M. and shall be completed no later than 6:00 P.M. unless approved in advance at the sole discretion of the Township.
- 2.5 In the event of inclement weather conditions that the Contractor believes poses a significant hazard, the Contractor shall contact the Township to discuss an alternate collection schedule. The decision to reschedule any collection shall be at the sole discretion of the Township.
- 2.6 Containers shall be picked up at the curb, emptied into the Collection truck, and returned with lids attached in such a manner as not to obstruct streets, driveways or sidewalks.
- 2.7 Spillage of any waste or recyclables shall immediately be cleaned up by the Contractor. Every effort must be made to prevent spillage and the scattering of any materials by the wind.
- 2.8 Care must be given not to damage containers which are the property of the residents. The Contractor shall be required to replace in kind any container, or parts of containers removed or damaged by the Contractor or his employees, due to negligence or rough handling. The Township shall be the sole judge as to when replacement of a container is required and as to what constitutes replacement in kind. The Contractor shall promptly notify the Township, furnishing pertinent information, when containers are damaged or claimed to have been damaged.
- 2.9 When Municipal Solid Waste or Recyclable Materials is set out for collection in larger quantities than permitted, not in allowable containers or bundled as required, the Contractor shall notify the Township of the conditions encountered and describe the condition. The Township may instruct the Contractor to collect the Municipal Solid Waste or Recyclable Materials or may instruct the Contractor to follow the rejection procedure.
- 2.10 Rejection Procedure - Notice to Residents – If the Contractor does not pick up Municipal Solid Waste or Recyclables because the items were not properly prepared or placed, the container was too large or too heavy, or the items are not approved for collection, the Contractor shall place, either on the container or at the door of the dwelling unit, a notice describing why the items were not picked up. The Contractor's Supervisor shall notify the Township of this action preferably the same day but no later than the Township's next workday.

3 VEHICLES AND EQUIPMENT

- 3.1 The Bidder shall provide the Township as part of the Bid submission with a list of all vehicles and major items of equipment to be used or being used for collection and transportation of Municipal Solid Waste and Recyclable Materials. This list at a minimum shall include their type, capacity, gross and empty weight, years in service, and license number. The list shall be updated by the Contractor whenever any changes occur in the vehicles and equipment being used.

- 3.2 The Contractor shall be responsible for providing spare or emergency vehicles, meeting all requirements, in order to ensure that there will be no disruption in services due to breakdown or lack of collection vehicles. Spare or emergency vehicles shall be listed with the Township as specified above.
- 3.3 The Contractor shall not be permitted to mix municipal waste or recyclable materials from any other residential, small businesses, commercial, institutional, or industrial account in or out of the Township's borders with materials collected in accordance with scope of work provided herein.
- 3.4 All municipal dual-stream recycling collection vehicles shall be registered with, and conform to the requirements of the Federal and Pennsylvania DOT regulations, the regulations of the Pennsylvania department of Environmental Protection and the latest revision of the American National Standards Institute Standard for mobile Waste and Recyclable Materials Collection, Transportation and Compaction Equipment Safety Requirements.
- 3.5 All trucks used for the collection and transportation shall be compaction types, completely enclosed and specifically designed to prevent leakage of any liquids or fluids. Contractor may employ equipment other than compaction type vehicles on streets whose width or height of obstructions precludes the use of such vehicles, upon consent of the Township.
- 3.6 All vehicles and equipment shall be maintained in good mechanical and electrical operating condition and in compliance with the weight, safety, and sanitary laws and regulations of the Commonwealth of Pennsylvania.
- 3.7 All vehicles shall be of a uniform color and shall be maintained in a clean condition and in good repair.
- 3.8 Vehicles and equipment shall display the name of the contractor in locations plainly visible on both sides of the vehicle or piece of equipment.
- 3.9 Vehicles and equipment used to collect and transport Recycling shall display the name of the contractor and the word "Recycling" in locations plainly visible on both sides of the vehicle or piece of equipment.
- 3.10 The Township reserves the right to inspect any and all vehicles used in the performance of the contract upon demand. Any vehicle which is determined by the Township not to meet the minimum requirements of these specifications may be ordered out of service by the Township
- 3.11 All vehicles utilized in the pick-up and/or transportation of Municipal Solid Waste and Recycling will be operated in strict compliance with the Pennsylvania Vehicle Code. The operators of said vehicles will be licensed in accordance with the regulations of the Pennsylvania Vehicle Code.

- 3.12 Backing up of vehicles will be done with the assistance of a spotter. A spotter is an individual whose responsibility is to assist the operator while the vehicle is being backed up. Vehicles will not be backed up over distances longer than that which is absolutely necessary. In the event that the vehicle can be turned around and not backed up, the operator will be required to turn the vehicle around.
- 3.13 All vehicles shall be equipped with a two-way radio or cell phone and shall be able to communicate with the Contractor's Supervisor.
- 3.14 Each vehicle shall have at least one broom and shovel to clean up Municipal Solid Waste and Recyclable Materials that may be spilled or otherwise scattered during the process of collection or transportation. Vehicle operators are required to immediately clean up any spills that occur.
- 3.15 The contractor shall store and park all vehicles and equipment at convenient and lawful locations at his or her own expense. Contractor vehicles and equipment shall not be parked or stored on streets or roads of the Township, except in an emergency. In case of emergency the Township shall be promptly notified and the vehicle or equipment moved to a proper location as soon as possible.

4 TRANSPORTATION ROUTES

- 4.1 The contractor shall instruct the vehicle drivers to use major transportation routes and avoid residential and non-numbered routes when transporting the Municipal Solid Waste and Recycling to the disposal facility.
- 4.2 The contractor's vehicle drivers shall be instructed to follow essentially the same routes on each collection day so that the households will be able to judge roughly when the collection will be made. The routes, once established, shall be provided to the Township and then not changed without prior approval from the Township.

5 EMPLOYEES

- 5.1 Contractor's employees are expected to conduct themselves in a lawful and respectful manner at all times. The Township may request disciplinary action and removal from Township routes any employee for any one or more of the following offenses during working hours, and the Contractor shall comply with that request:
 - 5.1.1 Intoxication;
 - 5.1.2 Use of controlled substances (i.e. illicit drugs);
 - 5.1.3 Use of loud, profane, vulgar or obscene language or gestures;
 - 5.1.4 Soliciting gratuities or tips;

- 5.1.5 Refusal to collect or handle waste and recyclables as herein required and defined if properly stored and placed for collection.
- 5.1.6 Wanton or malicious scattering or spilling of wastes to be collected under this Contract.
- 5.1.7 Any act which may constitute a public nuisance in the performance of this Contract.

5.2 The contractor will ensure that each and every employee who is involved in the collection of Municipal Solid Waste and Recyclables is dressed in a uniform that identifies him or her as an employee of the Contractor. In addition, the uniform shall comply with all best practices for high visibility and legal requirements for working on a street.

6 REQUIRED REPORTING

6.1 Reports are due within ten (10) working days from the end of the month and shall be submitted with the current monthly invoice. 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 summary of tonnage of collected during the prior month including daily weight receipts by material type.

6.2 The Contractor shall maintain for the Township, accurate records, in a format approved by the Township, indicating the tonnage of all Municipal Solid Waste and Recyclables 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 Township on a monthly basis along with the Contractor's invoice. The Township reserves the right to inspect such records and the record keeping procedures at any time.

7 PAYMENT FOR SERVICES

7.1 Payment due the Contractor for the performance of the contract shall be no more than the bid price which is inclusive of all costs.

7.2 Payments will be made in twelve equal monthly installments for each contract year. The monthly payment amount shall be determined as follows: The number of dwelling units as annually determined by the Township, multiplied by the annual cost per dwelling unit as awarded in the contract, divided by twelve months per contract year.

7.3 The Township shall determine the number of dwelling units annually in December of each year that will be used to calculate the next contract year payments. While the number of dwelling units may fluctuate up or down during the course of the year, no change will be made to the Contractor's payment and the Contractor will provide full service to all locations.

- 7.4 The contractor shall invoice the Township each month for services provided that same month. Payments will be approved by the Township only after the required reporting for the prior month has been received. Invoices will normally be paid within 30 days but not more than 45 days from receipt.
- 7.5 Any payment due to the Township from the Contractor including, but not limited to, penalties and other costs incurred by the Township for clean-up, repairs, or collection of Municipal Waste and/or Recyclable Materials due to the Contractor's failure to perform such work shall be deducted by the Township prior to authorization of each monthly payment.

8 CONTRACTOR SUPERVISION

- 8.1 The contractor shall assign one or more supervisors with a vehicle who shall be in the Township all times that collection is being made.
- 8.2 This supervisor(s) shall monitor the collection and be readily available to the Township at a toll-free telephone number to receive complaints, assist with any problems, answer inquiries, and resolve disputes with respect to the services being supplied.
- 8.3 Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the Township. Failure for the Supervisor to resolve said directives shall be sufficient cause to give notice that the Contractor is in default of the contract.
- 8.4 At the end of each collection day but in no event later than 4:15 p.m. the Supervisor shall contact the designated Township staff to report the collection is complete or to estimate the time it will be complete.

9 COMPLAINT HANDLING AND REPORTS

- 9.1 All complaints regarding the Contractor's service shall be addressed by the Contractor preferably on the same day when possible but in no case later than the next day.
- 9.2 The Township will notify the Contractor's Supervisor of the reported missed collections and the Supervisor shall insure that collection is completed by the end of the day. Complaints reported to the Supervisor after the day's collection is complete shall be collected within 24 hours.
- 9.3 Failure of the Contractor to respond to any complaint in the time period required or to accept and act upon the decision of the Township shall be considered a violation of the Contract, and the Contractor shall be subject to penalties as otherwise provided in these Specifications.

10 INDEPENDENT CONTRACTOR

- 10.1 For all purposes (including, but not limited to, laws and regulations concerning employees' compensation, workers' compensation and other labor matters; the keeping of records and making of reports; and payment of taxes and contribution, etc.) it is specifically agreed that the bidder is, and at all times for the term of the contract shall be and remain, an independent contractor and employee unit. Neither the Contractor nor the Township is the agent or employee of the other; and neither the Contractor nor the Township under the contract is authorized to make any representations or incur any liabilities on behalf of the other party.

11 SUBCONTRACTING

- 11.1 The bidder shall not enter into any subcontracts for the work to be performed under the contract, either in whole or in part, without the prior written consent of the Township.

12 PUBLIC INFORMATION AND ADVERTISING

- 12.1 Prior to December 9, 2020 the Contractor shall at their sole cost and expense prepare and distribute by mail to all dwelling units a brochure with information about the Municipal Solid Waste and Recyclable materials collection.
- 12.2 In addition to the number of brochures printed for the required mailing, the Contractor shall deliver 500 copies of the brochure to the Township at the time of mailing.
- 12.3 The Township shall have the final approval authority for the brochure in its entirety before printing.
- 12.4 The Contractor shall provide the Township with an electronic copy of the brochure in a format acceptable to the Township for its future editing and use.

13 VIOLATIONS AND ASSESSMENT OF PENALTY

- 13.1 The Township will notify the contractor of each complaint reported to the Township. It shall be the duty of the contractor to take whatever steps are necessary to remedy the complaint. In addition, the Township may, in its sole discretion, impose a penalty. Penalties are not intended as an alternative to the prompt and complete fulfillment of the Contractor's duties. The Township 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:

- 13.1.1 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.

- 13.1.2 Collecting recyclables or municipal waste with Township contracted recyclables or municipal solid waste materials from locations other than those stated in this contract; the sum of one thousand dollars (\$1,000) per collection location.
- 13.1.3 The Contractor shall be prohibited from disposing of the Township's collected recyclable materials or processed recyclable materials 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 Township 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 Township termination of this contract.
- 13.1.4 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.
- 13.2 In the event the Township has occasion to impose or apply any of the penalties contained in this section, and in the event more than one penalty provision may be applied to Contractor's act or failure to act, the Township shall have the sole discretion to determine which of the penalties shall apply, including a finding that Contractor is in default under the terms of the contract.
- 13.3 If the Contractor violates any of the above provisions more than one time in any Contract Year, penalties shall double the amounts above for a second violation and each subsequent violation during such year.
- 13.4 In the event Township or the Contractor has any dispute concerning the application of these specifications of the terms of the contract entered into pursuant hereto and the matter cannot be resolved by the parties, the sole and exclusive remedy of either party shall be by submission of such dispute to arbitration, within 30 days after the matter giving rise to such dispute occurred. Arbitration shall be conducted by a panel of three (3) persons, one selected by the Township, one selected by the Contractor and the third selected by the two arbitrators appointed by the Township and the Contractor. The determination of the Arbitrator Panel shall be final and binding on both parties and there shall be no appeal therefrom. The costs of such arbitration shall be borne equally by the parties hereto.

14 INDEMNIFICATION

- 14.1 To the fullest extent permitted by laws and regulations, Contractor shall indemnify and hold harmless the Township 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:
- 14.1.1 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
- 14.1.2 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.

15 TERMINATION OR CANCELLATION OF THE CONTRACT BY THE TOWNSHIP

- 15.1 If the Contractor shall fail to perform any part of the Work called for in the Contract in accordance with the terms thereof, the Township shall have the power and is hereby authorized to perform or procure to be performed such part of the Work as the Contractor shall fail to perform and do so at the expense of the Contractor and to deduct such costs of the same by deducting such costs from the payment otherwise due to the Contractor.
- 15.2 If (a) the Work to be performed under this Contract is abandoned by the Contractor, (b) if this Contract shall be assigned or the Work sublet other than the Contractor, other than as herein specified, (c) if the Contractor is penalized for any reason set forth herein more often than ten (10) times in any Contract Year, (d) if the Contractor fails to collect municipal solid waste or recyclables for an entire collection day more often than one (1) time in any Contract Year or (e) if, in the reasonable opinion of the Township, (i) the performance of the Contract is unreasonably delayed, (ii) the Contractor is violating any of the material conditions or covenants of the Contract requirements or is executing the same in bad faith, then the Township may cancel or terminate the Contract by written notice to be served upon the Contractor, either personally or by certified mail.
- 15.3 If the Township determines to terminate this Contract, then the Township shall specify a Termination Date, until which the Contractor shall be required to continue to perform the Work. In the event that Contractor does not continue to perform the Work until the

Termination Date, Contractor shall be liable to the Township for the full cost to have the Work performed by another (including Township personnel) during such time period, without set off, reduction or abatement for the amounts that would have been due to the Contractor had it performed the Work as required and to take action to collect such cost from the Performance Bond filed by the Contractor.

- 15.4 If the Contract is terminated by the Township for the above stated reasons, after the Termination Date, the Township shall have the power and is hereby authorized to perform the Work of the Contractor, utilizing its own equipment and labor, or to further contract the performance of the Work under the Contract, and to take action to collect the cost of completion of the Contract from the Performance Bond filed by the Contractor.

16 **FAILURE OF CONTRACTOR TO PERFORM PART OF CONTRACT**

- 16.1 If the Contractor shall fail to perform any part of the Work called for in the Contract in accordance with the terms thereof, and if the Board of Commissioners decides not to cancel and terminate the Contract as provided in the previous section, the Board of Commissioners shall have the power and is hereby authorized to perform or procure to be performed such part of the Work as the Contractor shall fail to perform and do so at the expense of the Contractor and to deduct such expenses or to collect the cost of the same out of the Performance Bond filed by the Contractor.

17 **NON-DISCRIMINATION**

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

17.1.1 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 Township setting forth the provisions of this nondiscrimination clause.

17.1.2 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 or national origin.

17.1.3 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.

17.1.4 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 Township contracts.

17.2 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.

18 **COST OF LITIGATION OR ARBITRATION**

18.1 If any litigation or arbitration proceedings are instituted to enforce the provisions of the Contract, the court order or award shall include a provision for legal fees, costs and expenses of arbitration or litigation as the court or arbitrator deems appropriate.

19 **DISPUTES**

19.1 Except as may otherwise be provided in the Contract, disputes between the parties out of or relative to the Contract, or the breach thereof, which is not disposed of by mutual agreement, will be settled by arbitration in accordance with the rules of the American Arbitration Association, whose decision shall be binding upon the parties hereto, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, particularly the Court of Common Pleas of Berks County, Pennsylvania.

20 **SPECIAL RECYCLING REQUIREMENTS**

20.1 Every dwelling unit is required to separate Recyclable Materials from Municipal Solid Waste and then further separate Recyclable Materials into two streams which shall be collected by the Contractor at curbside. The streams are:

20.1.1 Commingled Recyclables - clear, amber, and green glass; PET and HDPE plastic containers; and aluminum and bi-metal/ steel cans.

20.1.2 Mixed Paper (newsprint, paperboard, corrugated boxes, magazines, office paper, junk mail, paperback books, phone books, gift wrapping and boxes) that are placed in paper bags or tied with twine or string. Contractor shall pick-up all paper regardless of condition, moisture condition, etc.

20.3 The Township reserves the right to add or delete items from the above list with mutual agreement of the Contractor.

- 20.4 Ownership of Recyclable Materials – Recyclable Materials shall become the property of the Township or its designee when these materials have been placed Curbside for collection.
- 20.5 The Contractor has the responsibility and exclusive right to process and market these items.
- 20.6 Each Dwelling Unit receives a Township supplied twenty (20) gallon blue numbered container for storage and collection of Commingled Recyclables. Additional or alternate containers may be used provided that they are labeled “Recycling”.
- 20.7 There is no limit to the amount of Recyclable Materials that may be set out for each collection.
- 20.8 The Contractor shall be prohibited from disposing of the Township’s recyclable materials at a landfill or other waste disposal facility that will prevent the beneficial reuse of the materials.
- 20.9 The Contractor shall collect Recyclable Materials placed in suitable size and type of containers provided by the Contractor at the following locations:
 - 20.9.1 Municipal Building 210 George Street, Reading
 - 20.9.2 Parks & Recreation Building 3025 River Road, Reading
 - 20.9.3 End of Ebersole Road at Tiny Lane (a private street), Reading
 - 20.9.4 Mountainside Road on right side at the end of the paved public portion, Reading
 - 20.9.5 Goodwill Fire Company
 - 20.9.5 Temple Fire Company

The Contractor is responsible for maintaining these special collection points and keeping the area free and clear of all refuse as part of this contract.

21. SPECIAL MUNICIPAL SOLID WASTE REQUIREMENTS

- 21.1 Each dwelling unit is permitted to set out eight (8) containers of Municipal Solid Waste and one (1) bulk item per week for collection.
- 21.2 The Contractor shall collect, Municipal Solid Waste placed in dumpsters provided by the Contractor at the following special collection locations:
 - 21.2.1 Municipal Building, 210 George Street, Reading
 - 21.2.2 Municipal Garage, 5400 Leesport Avenue, Reading
 - 21.2.3 Reading Playground / Police Garage, Fire Alley and Euclid Avenue, Reading
 - 21.2.4 Parks & Recreation Building 3025 River Road, Reading
 - 21.2.5 Laurel Run Park, South of 3051 River Road, Reading
 - 21.2.6 Jim Dietrich Park, 4899 Stoudt’s Ferry Bridge Road, Reading
 - 21.2.7 End of Ebersole Road at Tiny Lane (a private street), Reading
 - 21.2.8 Mountainside Road on right side at the end of the paved public portion, Reading

- 21.2.9 Temple Fire Company
- 21.2.10 Goodwill Fire Company

The Contractor is responsible for maintaining these special collection locations and keeping the area free and clear of all waste as part of this contract.

The Township may change the frequency of collection at these special locations, require a change in the size or number of containers provided, and add or delete locations as it deems necessary, all without any change to payments due to the Contractor.

- 21.3 All Municipal Solid Waste collected under this contract shall be transported by the Contractor to the Pioneer Crossing Landfill. All disposal fees will be paid directly by the Township to Pioneer Crossing Landfill under a separate contract.

END OF BID SPECIFICATIONS

EXHIBIT A
Collection Zone Map

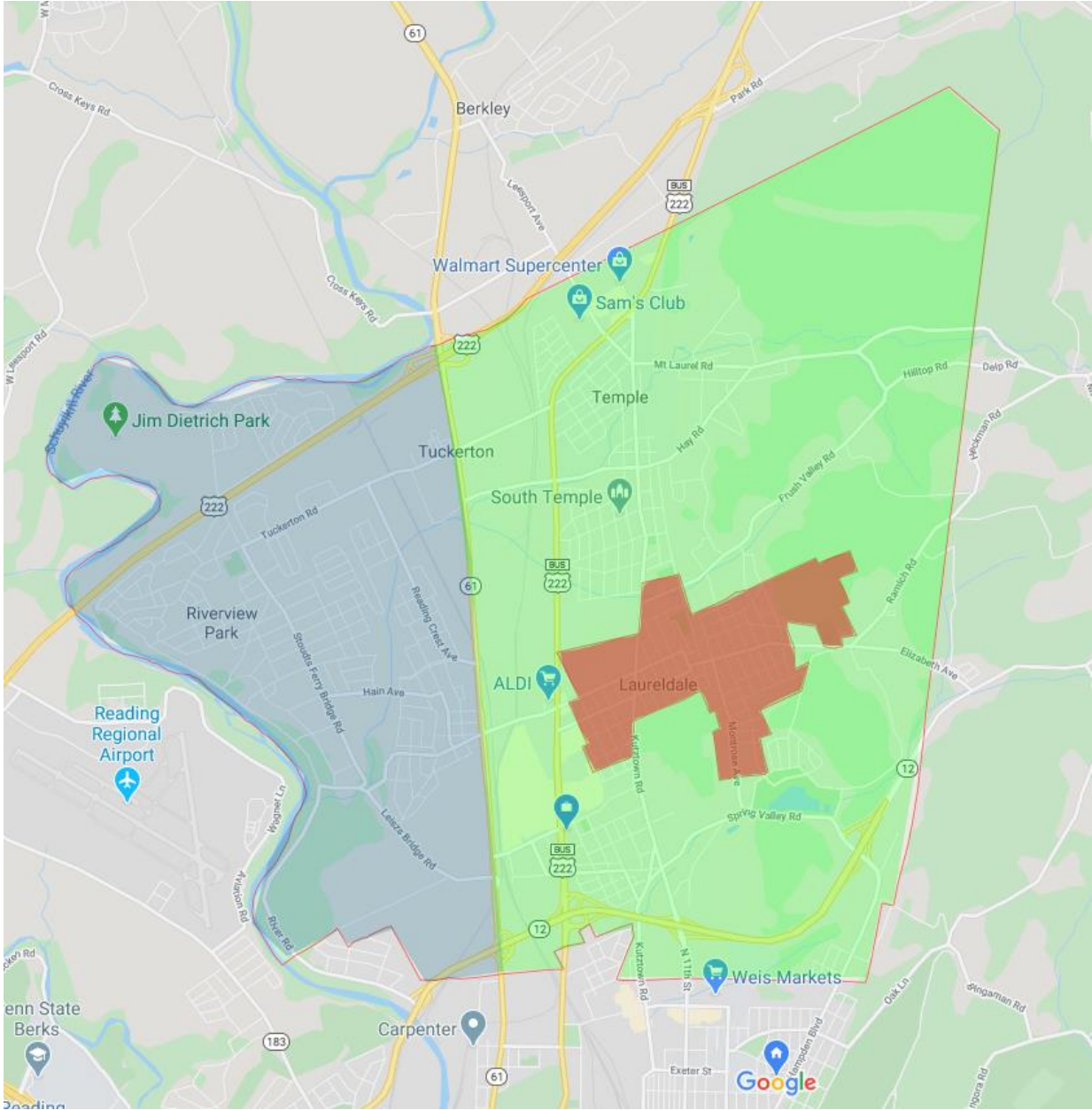


EXHIBIT B

REPORTED COLLECTION IN TONS

	2019	
	<u>Solid Waste</u>	<u>Recycling</u>
January	527	90
February	397	107
March	578	104
April	636	115
May	920	91
June	606	101
July	629	120
August	701	106
September	562	92
October	633	126
November	611	115
<u>December</u>	<u>501</u>	<u>109</u>
Total	7301	1186

**BID FORM
THREE YEAR OPTION
WITH TWO POSSIBLE RENEWAL YEARS**

TO: Board of Commissioners of the Township of Muhlenberg
210 George Street, Reading, PA 19605

FOR: Collection, Transportation and Processing of Municipal Solid Waste and Recyclable Materials

Pursuant to your advertisement inviting Bids to be received, the undersigned, having carefully examined the Bid and Contract Documents as defined herein and being familiar with the Township and various conditions affecting the Work, agrees to furnish all labor, materials, equipment, and other facilities and utilities, perform all work and do all else necessary to fully and satisfactorily complete in every respect the services for the Collection, Transportation and Processing of Municipal Solid Waste and Recyclable Materials in the Township of Muhlenberg, Berks County, Pennsylvania, in strict accordance with the Contract Documents for the TOTAL ANNUAL AMOUNTS listed below:

Option 1: Collection and Transportation of Municipal Solid Waste and Collection, Transportation and Processing of recyclables for the Township of Muhlenberg. Thursday & Friday Pickup

			Option Year 1	Option Year 2
2021	2022	2023	2024	2025

OPTION #1 TOTAL FOR THREE YEARS: \$ _____
OPTION #1 TOTAL FOR FIVE YEARS: \$ _____

Option 2: Collection and Transportation of Municipal Solid Waste and Collection, Transportation and Processing of recyclables for the Township of Muhlenberg. Monday through Friday Pickup

			Option Year 1	Option Year 2
2021	2022	2023	2024	2025

OPTION #2 TOTAL FOR THREE YEARS: \$ _____
OPTION #2 TOTAL FOR FIVE YEARS: \$ _____

Option 3: Collection and Transportation of Municipal Solid Waste for the Township of Muhlenberg. Thursday & Friday Pickup

			Option Year 1	Option Year 2
2021	2022	2023	2024	2025

OPTION #3 TOTAL FOR THREE YEARS: \$ _____
OPTION #3 TOTAL FOR FIVE YEARS: \$ _____

Option 4: Collection, Transportation and Processing of recyclables for the Township of Muhlenberg. Thursday & Friday Pickup

			Option Year 1	Option Year 2
2021	2022	2023	2024	2025

OPTION #4 TOTAL FOR THREE YEARS: \$ _____
OPTION #4 TOTAL FOR FIVE YEARS: \$ _____

Option 5: Collection and Transportation of Municipal Solid Waste and Collection, Transportation and Processing of recyclables for the Township of Muhlenberg east of State Route 61. Thursday & Friday Pickup.

			Option Year 1	Option Year 2
2021	2022	2023	2024	2025

OPTION #5 TOTAL FOR THREE YEARS: \$ _____
OPTION #5 TOTAL FOR FIVE YEARS: \$ _____

Option 6: Collection and Transportation of Municipal Solid Waste and Collection, Transportation and Processing of recyclables for the Township of Muhlenberg west of State Route 61. Thursday & Friday Pickup

			Option Year 1	Option Year 2
2021	2022	2023	2024	2025

OPTION #6 TOTAL FOR THREE YEARS: \$ _____
OPTION #6 TOTAL FOR FIVE YEARS: \$ _____

Option 3: Collection and Transportation of Municipal Solid Waste for the Township of Muhlenberg. Thursday & Friday Pickup

2021	2022	2023	2024	2025

Option Year 1	Option Year 2
2026	2027

OPTION #3 TOTAL FOR FIVE YEARS: \$ _____
OPTION #3 TOTAL FOR SEVEN YEARS: \$ _____

Option 4: Collection, Transportation and Processing of recyclables for the Township of Muhlenberg. Thursday & Friday Pickup

2021	2022	2023	2024	2025

Option Year 1	Option Year 2
2026	2027

OPTION #4 TOTAL FOR FIVE YEARS: \$ _____
OPTION #4 TOTAL FOR SEVEN YEARS: \$ _____

Option 5: Collection and Transportation of Municipal Solid Waste and Collection, Transportation and Processing of recyclables for the Township of Muhlenberg east of State Route 61. Thursday & Friday Pickup.

2021	2022	2023	2024	2025

Option Year 1	Option Year 2
2026	2027

OPTION #5 TOTAL FOR FIVE YEARS: \$ _____
OPTION #5 TOTAL FOR SEVEN YEARS: \$ _____

Option 6: Collection and Transportation of Municipal Solid Waste and Collection, Transportation and Processing of recyclables for the Township of Muhlenberg west of State Route 61. Thursday & Friday Pickup

2021	2022	2023	2024	2025

Option Year 1	Option Year 2
2026	2027

OPTION #6 TOTAL FOR FIVE YEARS: \$ _____
OPTION #6 TOTAL FOR SEVEN YEARS: \$ _____

SCHEDULE OF PRICES

The undersigned acknowledges that:

1. Should a Contract be awarded, it will be for either a three (3) year period or a five (5) year period beginning January 1, 2021 with an option for the Township to extend for up to two (2) additional years immediately following the contact term, at the sole discretion of the Township. The Township may award a bid or bids for any option or options, to the lowest responsive, responsible bidder for any such option or option, as the Township determines to be in its best interests and the best interests of its citizens and residents.
2. The following documents are attached to and made a condition of this Bid:
 - Three-Year and/or Five Year Bid for Options #1, #2, #3, #4, #5 and/or #6.
 - Bidder's Questionnaire
 - Bid Bond, Cashier's Check or Certified Check
 - Consent of Surety accompanied by the Surety's most recent available financial statement.
 - Certificate of Insurance
 - Bidder's Affidavit
 - Non-Collusion Affidavit
3. Accompanying this Bid Form, as bid security, is a Bid Bond, or certified check, bank cashier's or trust company treasurer's check, in the amount of:

Dollars (\$_____), which it is further agreed shall be forfeited to the Township as liquidated damages upon failure, neglect or refusal of the undersigned to furnish the properly executed documents within the time and/or in the form or amount required. NOTE: The Bid Bond, certified check, bank cashier's or trust company treasurer's check shall be ten percent (10%) of the total cost for highest Bid submitted by Bidder based on the entire five (5) years or seven (7) years, including the Option Period.

4. The undersigned agrees to begin work and complete the entire Contract within the time stipulated in the Contract. The Contractor shall be liable to the Township for any damages sustained by the latter through legal fees or other costs of any nature incurred by reason of the Contractor's failure to complete the work as described in the Contract Documents.
5. The undersigned hereby certifies that this Bid is genuine and not sham or collusive or made in the interest of or in behalf of any person, firm, or corporation not herein named and that the undersigned has not, directly or indirectly, induced or solicited any bidder to submit a sham Bid, or any other person, firm or corporation to refrain from Bidding, and that the undersigned has not in any manner sought by collusion to secure for himself any advantages over any other Bidders.

6. The undersigned hereby acknowledges receipt of the following Addenda and has prepared this Bid accordingly:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

The undersigned, INTENDING TO BE LEGALLY BOUND, agrees that this Bid shall be irrevocable and shall remain subject to Township acceptance for sixty (60) days after the date set for Bid opening.

Company Name: _____

Address: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Phone: _____ Fax: _____

The person whose signature appears on this form shall be the same person who executes the attached Bidders Affidavit.

BIDDERS AFFIDAVIT

I, _____ being duly sworn, depose that I reside at
_____, _____ and that I am the
_____ of _____.
(Title) (Name of Bidder)

I am duly authorized to sign the bid and that the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that each, every and all the declarations and statements contained in the bid and any and all affidavits, questionnaires and documents submitted pursuant to the proposal for bids are true and accurate to the best of my knowledge and belief.

(Affiant)

Subscribed and sworn before me

This _____ day of _____ 2020.

(Notary Public)

My commission expires:

SEAL

BIDDERS QUESTIONNAIRE

In accordance with the Bid Documents, each Bidder shall provide the information requested below. Failure to answer all questions may render a bid as unqualified and non-responsive. Additional information may be placed on a separate 8 ½ x 11 sheet.

1. Name of Bidder: _____

2. How many years' experience in the collection of municipal solid waste and recyclable materials does your organization have?

3. List up to three municipalities that your organization now or has recently provided collection services for, the number of units serviced, the length of the contract and the name(s) of the municipal contact and phone number to whom you report.

4. List the local telephone number for your office that will be available to receive service calls from both the residents of the Township and Township officials.

5. Attach a separate sheet of paper with a list of the vehicles and other equipment that you intend to use for the performance of the contract including all spare or emergency vehicles. At a minimum the list shall include their type, capacity, gross and empty weight, years in service, and license number. Also specify whether the vehicle or equipment will be used for Municipal Solid Waste or Recycling collection.

6. Have you or your organization, or any partners or officers failed to complete a municipal collection contract or defaulted under any such contract? Is so, where and what were the circumstances?

7. Have you or your organization, or any partners or officers thereof been a party to any lawsuits or legal actions, whether for a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details and disposition of the matter.

8. Are there any unsatisfied judgments recorded against you, your organization or any partners or officers? If so, give details, including the name and address of each judgment creditor; and the amount of each judgment.

9. Provide a bank reference

10. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by Muhlenberg Township in verification of the information contained in this Bidder's Questionnaire.

Bidder's Name: _____

Address: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Muhlenberg Township, Pennsylvania
NON-COLLUSION-AFFIDAVIT

STATE, OF _____)
SS:
COUNTY OF _____)

I, _____, being duly sworn, depose and say that I am
(Affiant)

(sole owner, a partner, president, secretary, etc.)

of _____
(Bidder's name)

the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any person, to fix the bid price of affiant or other bidder, or to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against Muhlenberg Township or any person interested in the proposed contract; and that all statements contained in such bid are true; and further that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association of to any member or agent thereof.

(Affiant)

Subscribed and sworn before me
This _____ day of _____ 2020.

(Notary Public)
My commission expires:

(Seal)

CONTRACT

THIS CONTRACT, made and entered into this _____ day of, 2020, by and between the Township of Muhlenberg, Berks County, Pennsylvania (hereinafter called "Township"), and _____ (hereinafter called the "Contractor").

WITNESSETH, that the Contractor and the Township, for the consideration stated herein, agree as follows:

- I. Term: This Contract shall take effect on January 1, 2021, and remain in full force and effect until December 31, 20____. There will be an option period of up to an additional two (2) years immediately following the contract term and each option year is at the sole discretion of the Township.
- II. Scope of Work: The Contractor is granted the sole and exclusive right, to the extent provided for in the Contract Documents and within the geographic area as described in the Contract Documents to perform all of the work called for and described in the Contract Documents, and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide the services listed below and to perform all of the Work called for and described in the Contract Documents pertaining to those services.
- III. Method of Payment: Payment shall be made in monthly installments, less any withholdings, as hereinafter provided. The Contractor shall prepare and file an invoice for each month's payment. Invoices shall be submitted by the tenth day of each month. Monthly invoices shall be accompanied all required Reports. Payments shall be made within forty-five (45) days of the invoice complete with the required reports. Payment of invoices will not be made if required reports are not submitted.
- IV. Component Parts of the Contract Documents: The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached.
 - A. Completed Bid Form
 - B. Completed Bid Bond
 - C. Completed Performance Bond
 - D. Certificates of Insurance
 - E. Bidding Documents for the Services for the Collection, Transportation, Processing and Marketing of Recyclable Materials and Municipal Solid Waste.
 - F. Any Addenda or Changes to the Foregoing Documents Agreed to by the Parties Hereto.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties hereto, which consent shall not be unreasonably withheld.

No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided in such amendment.

This Contract is intended to conform in all respects to applicable statutes of the Commonwealth of Pennsylvania, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

This Contract shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. All of the terms and conditions of this Contract are expressly intended to be construed as covenants as well as conditions. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein.

IN WITNESS WHEREOF, we, the Contracting Parties, by our duly authorized agents, hereto affix our signatures and seals at _____

as of this _____ day of _____ 2020

TOWNSHIP OF MUHLENBERG

By: _____
President

(SEAL) Attest: _____
Secretary

CONTRACTOR

(CORPORATE SEAL) By: _____

Title: _____

Attest: _____