

CONTRACT DOCUMENTS

FOR

RECYCLING COLLECTION, TRANSPORTATION AND PROCESSING SERVICES

FROM DWELLING UNITS WITHIN THE TOWNSHIP OF _____

Bid opening - _____ ; _____ p.m.

Bid Due - _____ ; _____ p.m.

_____ TOWNSHIP (written for a Township, but could be used for a City, Borough or Town)

_____ (address)
_____, PA _____

Questions concerning the attached Contract Documents may be referred to:
_____ Township -
Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m.

This package represents all documents a successful Bidder shall be responsible for completing. Please return the entire package with the appropriate, completed information.

Proposal being submitted by:

Company Name

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INVITATION TO BIDDERS

Officials of the Township of _____, _____ County, will accept sealed proposals at the _____ Township Municipal Building, _____ until 4:00 PM on _____, to be opened at 7:30 PM or shortly after that same day for the following:

Recycling Collection, Transportation and Processing Services from Dwelling Units within the Township of _____

The Recycling Contract will be for weekly, bi-weekly or monthly (*dependant upon option selected in this bid document*) curbside collection of recyclable materials from residents of _____ Township. Recyclables will be placed curbside either co-mingled or source-separated (*dependant upon the options selected and proposed by the bidder in this document*). The materials to be collected are outlined in this document, although, additional materials may be included for consideration. Additionally, _____ Township shall allow small businesses to participate in the collection program. **(optional)**

A pre-bid meeting will be held at _____ (time) at the _____ Township Municipal Building, _____ (address). Attendance at the pre-bid meeting is not mandatory but is recommended.

Proposals must be submitted upon forms furnished by and available at the Township and must be sealed with proper identification of subject bid on the outside of the envelope. All bids must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid. Instructions, specifications, and bid forms may be obtained at the _____ Township office at the above address from 8:00 a.m. to 4:00 p.m., Monday through Friday, except for holidays.

The Commissioners of _____ Township reserve the right to reject any or all bids and to waive any defects or irregularities in the best interest of the Township.

_____, **Manager**

TOWNSHIP

INSTRUCTIONS TO BIDDERS

2.01 Pre-Bid Conference

A pre-bid meeting will be held at _____ (time) at the _____ Township Municipal Building, _____ (address). Attendance at the pre-bid conference is not mandatory but is recommended.

2.02 Sealed Bids or Proposals

Sealed bids or proposals shall be addressed to Township Manager, _____ Township Municipal Building, _____ (address), and marked "Recycling Collection, Transportation and Disposal Services Proposal" and shall be received at the office of the _____ Township Manager until 4:00 PM on _____ (date) to be publicly opened and read at 7:30 PM or shortly thereafter.

2.03 Printed Form of Bids

All proposals shall be made upon the blank form of proposal attached hereto and must give the price proposed, both in words and figures (typed or written in ink), and must be signed by the bidder with his full name and address; or where a partnership, the name and address of each partner in full; or, if a corporation, the place where chartered and the names, titles and business address of the President, Secretary and Treasurer. In submitting bids, the proposal form must not be removed from the Contract Documents, but deposited intact as received and properly sealed.

2.04 Certified Check or Bid Bond

Proposals must be accompanied by a certified check or bid bond with responsible corporate surety payable to the order of _____ Township in an amount equal to ten percent (10%) of the annual bid amount.

The above-mentioned check or bid bond shall be forfeited to _____ Township in the event the Contractor fails or refuses to enter into the contract and to post Performance and Payment Bonds as hereinafter specified, not as penalty, but as just and liquidated damages for the delay and additional costs or expenses incurred by _____ Township by reason of failure to execute the contract and give bond as required.

2.05 Certified Check or Bid Bond Return

The certified checks or bid bonds of the unsuccessful bidders will be returned after the contract is awarded and the check or bid bond of the successful bidder will be returned to him after the execution of the contract and bonds. _____ Township shall not be liable for any interest on any bid deposits.

2.06 Contract and Bond

A contract(s) will be awarded to the lowest, responsible bidder(s) subject to the provision of Paragraph 2.06 below. The successful bidder shall, within ten (10) days after notification of award, enter into a written contract with _____ Township and shall furnish Performance and Payment Bonds issued by an approved surety company authorized to do business in the Commonwealth of Pennsylvania, in the amount of one hundred percent (100%) of the annual bid price, conditioned that he shall comply in all respects with the terms and conditions of the contract, and his obligation there under, including the specifications, and shall indemnify and save harmless _____ Township against or from any and all costs, expenses, damages, injury or loss to which _____ Township may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the Contractor, his agents or employees, in or about the execution or performance of the contract, including said specifications, and shall indemnify and save harmless _____ Township against and from any and all liability demands, or claims against it or losses to it from any cause whatever, including, but not limited to, patent infringements in the matter of completing said contract, said bond to be subject to the approval of the Township Solicitor. In case of failure or refusal on the part of the bidder to enter into said contract and file the aforesaid bond within ten (10) days of the Notice of Award, the amount of the check or bid bond will be forfeited and paid to _____ Township as more fully provided in Paragraph 2.04 above.

2.07 Reservations and Annulments

The Township Commissioners will determine who is the lowest responsible bidder upon the basis of the bids submitted, and reserve the right to reject any or all bids, and may re-advertise if it is in the best interest of the Township. Said Commissioners also reserve the right to waive technical defects, if, in their judgment, the interest of the Township shall so require; also, the right to cancel and annul any contract if, in their opinion, there shall be failure at any time to perform faithfully any of its stipulations, or in case of a willful attempt to impose upon the Township articles or service inferior to those required by the contract. Any action taken in pursuance of this latter stipulation shall not affect or impair any right or claim of the Township to damages for the breach of any of the covenants of the contract by the Contractor. No proposal may be considered from any person, firm or corporation, who has defaulted in the performance of any contract or agreement made with the Township or conclusively shown to have failed to perform satisfactorily any such contract or agreement.

2.08 Bids May Be Rejected as Informal

Proposals or bids which contain erasures, alteration, conditional bids, omissions, or irregularities of any kind shall be rejected as informal.

2.09 Changes Prior to the Opening of Bids

During the period allowed for preparation of bids, the bidders may be furnished addenda or bulletins for additions to or alterations of the Specifications, which shall be included in the work, covered by the Proposal and become a part of the Contract Documents. If any prospective bidder is in doubt as to the true meaning of any part of the Specifications or other Contract Documents, he may submit to the Township Manager a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by an addendum duly issued and a copy of such addendum

will be mailed or electronically delivered to each prospective bidder of record. The Township shall not be responsible for any other explanations or interpretations of the proposed Contract Documents.

2.10 Withdrawal of Bids

No bid may be withdrawn for a period of ninety (90) days after the date and time designated for the opening thereof.

2.11 Contract Documents

This contract will be awarded in accordance with the following documents:

- | | | | |
|----|-------------------------|-----|------------------------------------|
| 1. | Invitation to Bidders | 9. | Exception(s) to Contract Documents |
| 2. | Instructions to Bidders | 10. | Bid Bond |
| 3. | General Conditions | 11. | Questionnaire |
| 4. | Specifications | 12. | Notice of Award |
| 5. | Insurance Requirements | 13. | Agreement |
| 6. | Checklist | 14. | Performance Bond |
| 7. | Non-Collusion Affidavit | 15. | Payment Bond |
| 8. | Bid Proposal | 16. | Notice to Proceed |

2.12 Familiarization

Before bidding, all contractors are requested to carefully read and thoroughly familiarize themselves with the above documents. Special attention is called to the fact that the Contractor must furnish a processing/composting facility or an agreement with a processing/composting facility.

2.13 Length of Contract

The bids shall be for the collection and disposal of recyclable materials collected from dwelling units and small businesses within the corporate limits of _____ Township as at present existing, for the term of approximately three (3) years beginning _____ and ending on _____ with the option to extend the contract for two (2) additional years. The parties agree to extend the terms of Contract if (a) _____ Township signifies its desire to extend by notice to Contractor not later than one hundred eighty (180) calendar days prior to the expiration of the basic terms of the Contract; and (b) the Contractor has not signified its desire to not so extend by notice to the Township not later than one hundred eighty (180) calendar days prior to the expiration of said contract.

2.14 Non-Collusion Affidavit

In accordance with the Pennsylvania Antibid Rigging Act that became effective on October 23, 1983, the Township requires each bidder to complete and file a Non-Collusion Affidavit. The Affidavit is to be completed as follows:

- A. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

B. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

C. In the case of a bid submitted by a partnership or other joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

D. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

GENERAL CONDITIONS

3.01 Financial Statement

Each proposal shall be accompanied by a full and complete statement under notarized oath certifying to the financial condition of the bidder. In addition, the bidder shall furnish to the Township Manager a new and complete financial report of bidder's prior year's operation, including any and all information pertinent to actual collection, disposal and billing operations, setting forth all costs, wage rates and other information necessary to determine financial responsibility of the bidder.

3.02 Plans and Specifications

With each proposal, the bidder must furnish one (1) set of general plans and specifications setting forth the equipment, size of work crew or crews, times of collection in accordance with all local ordinances and methods proposed for collecting, receiving, transporting, conveying, handling and disposing of the recyclables. In particular, the methods, size and location of disposal area apparatus and equipment for the elimination and control of nuisances that may arise during the process of collection, treating or disposal of the material shall be shown, specified and described in sufficient detail to enable the Township Manager to judge the adequacy and sufficiency, as it is an essential requirement of this contract, to ensure that neither objectionable odors, noxious gases nor putrescent liquid shall escape during or after the process of collection, treatment or disposal to the extent of constituting a public nuisance or hazardous or toxic waste. In addition, the bidder shall submit a sworn statement stating that he will abide by all ordinances, rules and regulations of any municipality, providing for making available landfill/disposal and processing/composting facilities, and of any other governmental unit having jurisdiction thereof, including the County Solid Waste Management Plan.

3.03 Questionnaire

The attached questionnaire must be fully and completely answered.

3.04 **Option 1:** Designated Processing Facility

All recyclables must be transported to a recyclables processing facility within - _____ County.

Option 2: Designated Processing Facility

All recyclables collected within _____ County will be taken to the _____ Transfer Station/MRF located at _____ (address).

3.05 Not to Sublet or Assign Contract

The Contractor shall devote his personal attention constantly to the faithful performance of the work and shall keep the same under his own control, and shall not transfer or assign such responsibility by power of attorney or otherwise, nor sublet the work or any part thereof without the previous written consent of the Township Manager. In the latter case, he shall petition the Township Manager in writing, certifying the name and address of each such assignee or

subcontractor as he intends to engage, the portion of the work which he is to do or the material which he is to furnish, his place of business and such other information as the Township Manager may require in order to know whether such subcontractor is respectable, reliable and able to perform the work as called for in the Specifications. He shall not, either legally or equitably, assign any of the monies payable under the contract unless by and with the like consent of the Township Manager. If such assignment, subcontracting or delegation is permitted by the Township Manager, the Contractor shall not be released from any of his liabilities or obligations under this contract, but shall remain responsible and liable to the Township should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

3.06 **Option 1: Payments to Township as to Dwelling Units**

The Township will collect the monthly rate per dwelling unit and remit the net amount to Contractor. The Township will charge the Contractor a collection fee of six percent (6%) of all amounts collected. However, if the Township receives, directly or through the Contractor, an excess of bona-fide complaints of substandard or lack of service within any given month of the calendar quarter, the collection fee shall increase to twelve percent (12%) of the total amount collected for that month. Excessive complaints shall be defined for the purposes of this contract as 20 or more calls per month. The price bid shall cover the cost of all labor, material and any other costs and expenses needed to complete the contract in all details, including the collection fee to the Township. The Township will pay and the Contractor shall accept the price stipulated with respect to dwelling units in the proposal hereto attached as full compensation for the collection, transportation and processing of recyclable materials thereafter. The Township will not be liable for or responsible to pay to the Contractor any interest on any amounts collected.

Option 2: Payments to Contractor as to Dwelling Units

The Contractor will collect the monthly rate per dwelling unit. The Township will charge the Contractor a negligence fee of twelve percent (12%) of the total amount collected for that month if it receives excessive complaints which shall be defined for the purposes of this contract as 20 or more calls per month. The price bid shall cover the cost of all labor, material and any other costs and expenses needed to complete the contract in all details. The Township will not be liable for or responsible to pay to the Contractor any interest on any amounts collected or collecting any delinquent accounts.

3.07 **Time of Commencement**

The Contractor shall begin work for the collection, transportation and processing of recyclable materials on _____ through and including _____.

3.08 **Bidder's Responsibility as to Number of Dwelling Units**

It is required that the bid under this proposal shall be for a monthly rate per dwelling unit. A "dwelling" is a building used for residential purposes, except hotels, boarding and lodging houses, tourist cabins, motels and apartments with more than six-dwelling units. All bidders are advised and cautioned that the Township makes no warranty as to the number of dwellings within the Township now or at any time in the future. It will be the responsibility of the successful bidder to ascertain the number of dwelling units from time to time and to deliver the information to the Township. As the bid under this proposal is for a monthly rate per dwelling unit, nothing herein is to be construed as a warranty as to the number of dwelling units or the gross amount which may

be received at any time by the successful bidder. Estimated number of dwelling units within the Township during the term of this contract are as follows: 20__ – X,XXX, 20__ – X,XXX, and 20__ – X,XXX. There is absolutely no guarantee of the preciseness of these numbers.

3.09 Taxes

All present and future state and/or local taxes (excluding landfill tipping fees) imposed on solid waste/recyclables collection and/or disposal will be handled on a pass-through basis and are not to be included in the bid.

3.10 Tons of Recyclables Collected in 20__

Estimated yearly total of combined residential recyclables is XXX tons.

SPECIFICATIONS

4.01 Recycling Collection, Transportation and Processing Services

4.01.01 General

Option 1: _____ Township currently has a curbside recycling collection program. The Contractor shall provide all equipment and labor to collect all the curbside items specified to be separated by the residents for recycling.

Option 2: _____ Township does not currently have a curbside recycling collection program. Contractor will be responsible for educating residents on the established curbside recycling collection program. The Contractor shall provide all equipment and labor to collect all the curbside items specified to be separated by the residents for recycling.

Option 1: The Contractor shall have the exclusive right to collect, transport and dispose of designated recyclable materials from residential units and multi-family dwellings containing six or fewer units in the Township when placed at curbside or other property location for this purpose. The Contractor shall transport recyclable materials to a facility within _____ County.

Option 2: The Contractor shall have the exclusive right to collect, transport and dispose of designated recyclable materials from residential units and multi-family dwellings containing six or fewer units in the Township when placed at curbside or other property location for this purpose. The Contractor shall transport recyclable materials to _____ Transfer Station/MRF, located at _____ (address).

_____ Township elects to allow small businesses to voluntarily participate in the recyclable collection program. **OPTIONAL**

Recycling statistics must be reported directly to the Township by the Contractor **monthly**.

4.01.02 Work To Be Done

The work to be done consists of the collection, transportation and processing of the following recyclable materials:

Residential

- Plastic
- Clear Glass
- Colored Glass
- Aluminum, steel and bimetal cans
- Newsprint
- Cardboard
- Chipboard
- HHW (**OPTIONAL**)
- e-Waste (**OPTIONAL**)
- Food Waste (**OPTIONAL**)

Small Businesses

- Plastic
- Clear Glass
- Colored Glass
- Aluminum, steel and bimetal cans
- Newsprint
- Office paper
- Cardboard
- Chipboard

The bid price shall reflect the cost associated with glass, cans, plastic, cardboard and newsprint for residential and glass, cans, plastic, newsprint, office paper and cardboard for small businesses. **[An additional separate cost shall be included for residential curbside HHW collection, residential curbside e-waste collection, and residential curbside food waste collection]** The Township reserves the right to add or delete items from this list with mutual agreement of the Contractor during the term of the contract.

Option 1: With each proposal, the bidder must furnish a letter from a recycling center or centers and composting facility (ies) certifying the facility's capability to accept and market/process all of the aforementioned recyclables over the full term of the contract.

Option 2: With each proposal, the bidder must furnish a written statement agreeing to deliver all recyclable materials to the _____ Transfer Station/MRF and _____ Composting Facility over the full term of the contract.

Option 1: Collection of leaf waste and/or yard waste will be provided for by the Township according to Act 101 of 1988 as described in Chapter 1, Section 103, Leaf Waste, of said Act and further described in Chapter 15, Section 1052(a), and will not be a part of this contract.

Option 2: Collection of leaf waste and/or yard waste, including lawn and garden waste, brush, small tree limbs and the like, will be provided for by the Contractor per the following schedule:

20__
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

20__
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

20__
April XX, XX, XX (insert dates as appropriate)
May X(insert dates as appropriate)
October X,X(insert dates as appropriate)
November X,XX,XX,XX(insert dates as appropriate)

The items described herein shall be removed from all residential units (including single-family and multi-family dwellings containing six or fewer units, and small businesses) within the limits of the Township. Multi-family dwellings containing more than six units, commercial (other

than small businesses), institutional and industrial establishments are not included under this contract.

4.01.03 Delivery of Leaf Waste, Yard Waste and/or Food Waste [Choose materials to be included]

Option 1: To Township Facility

Bidders are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to the Township's Composting Facility(ies) located at _____ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the Township's composting facility.

Option 2: To County Facility

Bidders are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to the County's Composting Facility(ies) located at _____ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the County's composting facility.

Option 3: To Permitted/PBR Facility

Bidders are required to submit bid for picking up and hauling leaf waste, yard waste (excluding grass and leaves), and/or food waste to a PADEP permitted facility(ies) located at _____ (address). Contractor will be responsible for supplying a designated truck or other method of segregating leaf waste, yard waste, and/or food waste from other refuse. In no event shall any other type of refuse or recyclable materials be off-loaded at the Facility. Contractor must supply a letter or executed Agreement showing authorization by the Facility to accept material from the hauler. The letter must specify the materials and tonnage allowed for delivery by the hauler.

4.01.04 Length of Contract

The bids shall be for the collection transportation, and disposal of recyclable materials collected from dwelling units and small businesses within the corporate limits of _____ Township as at present existing, for the term of approximately three (3) years beginning _____ and ending on _____ with the option to extend the contract for two (2) additional years. The parties agree to extend the terms of Contract if (a) _____ Township signifies its desire to extend by notice to Contractor not later than one hundred eighty (180) calendar days prior to the expiration of the basic terms of the Contract; and (b) the Contractor has not signified its desire to not so extend by notice to the Township not later than one hundred eighty (180) calendar days prior to the expiration of said contract.

4.01.05 Option to Negotiate

_____ Township reserves the right to renegotiate the contract if _____ County changes the Solid Waste Plan in a way which reduces contractor

costs during the life of the Contract or, in the event that there is a change in the law that causes an increase or decrease in disposal fees, the Contractor and the Township have the right to petition each other to renegotiate the contract price.

4.01.06 County Solid Waste Management Plan

The Contractor must operate in accordance with the _____
County Solid Waste Management Plan, County and local ordinances/regulations.

4.01.07 Definitions

A. Glass shall mean all empty bottles and jars made of clear, green or brown glass only. All containers shall be emptied and rinsed.

B. Aluminum Cans shall mean all food and beverage containers made of aluminum. All containers shall be emptied and rinsed.

C. Bimetal Cans shall mean all food and beverage containers made of a steel (ferrous) cylinder and bottom and an aluminum top. All containers shall be emptied and rinsed.

D. Steel Cans shall mean all food and beverage containers made of steel. All containers shall be emptied and rinsed.

E. Plastics shall mean all PET (polyethylene terephthalate) including, but not limited to, one, two and three-liter soft drink bottles and all HDPE (high density polyethylene) including, but not limited to, one-gallon milk and detergent bottles. All containers shall be emptied and rinsed.

F. Newsprint shall mean all paper having printed thereon news and other matters of public interest but not including magazines or periodicals. Newsprint must be tied in bundles or placed in paper grocery bags.

G. Corrugated Paper shall mean paper or pasteboard contracted into parallel grooves and ridges, commonly referred to as cardboard and packing boxes. The boxes must be emptied and broken down into a flat position.

H. High-Grade Office Paper shall mean printed or unprinted sheets, shavings and cuttings of sulphite or sulphate ledger, bond, writing and other pages which have similar fiber and filler content. This grade must be free of treated, coated, padded or heavily printed stock. This includes lightweight office papers, i.e., bond, copy paper and onionskin, as well as computer paper.

I. Aerosol Cans shall mean all aerosol cans made of steel. All cans must be empty.

J. HHW shall mean those wastes produced in the household that are hazardous in nature, but are not regulated as hazardous waste, under federal and state laws.

K. E-Waste shall mean those discards that include computers, monitors, televisions, audio equipment, printers, and other electronic devices.

L. Leaf Waste shall mean deciduous and coniferous seasonal deposition.

M. Yard Waste shall mean weeds, shrub trimmings, bundled tree prunings, and garden waste, not including grass clippings or leaves.

N. Food Waste shall mean post consumer food residuals, but does not include cardboard, paper towels, napkins, waste paper products, or food packaging.

4.01.08 **Option 1: Methods of Collection**

All recyclables, except food waste, e-waste, HHW, and leaf/yard waste, shall be removed from co-mingled containers, loaded in the truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

E-waste and HHW shall be collected curbside in accordance with applicable State rules and regulations.

Leaf waste, yard waste and/or food waste shall be collected curbside in separate containers designed and designated for such material.

Option 2: Methods of Collection

All recyclables shall be removed from source-separated containers curbside, loaded in a dual-compartment truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

Option 3: Methods of Collection

All recyclables shall be removed from dual-stream containers curbside, loaded in a dual-compartment truck and delivered to the recycling center. Trucks used for the collection of recyclables shall be thoroughly cleaned, well painted, strongly built and equipped so that recyclable materials will not escape there from. In addition, the name of the Contractor, the Contractor's telephone number and the truck number shall be painted on each side of the truck in letters of legible size.

4.01.09 **Option 1: Time When Collections Shall Be Made**

Collection of recyclable materials shall be performed once per week and shall take place on the same day as collection of refuse in each given area of the Township.

Option 2: Time When Collections Shall Be Made

Collection of recyclable materials shall be performed once per week and shall take place on the same day as collection of refuse in each given area of the Township. The materials accepted curbside weekly shall alternate between co-mingled containers (including plastics, glass, aluminum, etc.) and fibers (including newsprint, office paper, cardboard, chipboard, etc.).

Option 3: Time When Collections Shall Be Made

Collection of recyclable materials shall be performed bi-weekly and shall take place on the same day as collection of refuse in each given area of the Township.

Option 4: Time When Collections Shall Be Made

Collection of recyclable materials shall be performed monthly and shall take place on the same day as collection of refuse in each given area of the Township.

4.01.10 Hours When Collection Shall Be Made

All collections shall be made between the hours of 7:00 AM and 7:00 PM; however, this time limitation shall not prevent the collection of material on an emergency basis during other hours when necessitated by natural catastrophe or other conditions beyond the control of the Contractor. The extension of the emergency hours shall at all times be subject to approval by the Township Manager.

4.01.11 Special Services for Elderly or Handicapped

Special service (back door pickup) will be provided for residents who need this type of service. Contractor shall be responsible for offering this service through their education program. A list of participants shall be remitted to the Township annually.

4.01.12 Recyclable Containers

[Insert Option for recycling containers, i.e. existing Township provided containers will be used, residents may utilize their own containers, haulers are to provide recyclables containers, etc.]

All recyclables to be collected must be placed at the designated location in time for collection by the Contractor. Collection shall be made along the street fronting said property. Recyclable-material receptacles shall be placed for collection at ground level on the property, not within the cart way of a street, and accessible to the side or curb of the street from which collection is made. Containers shall be returned to a location not within the cart way or street. Placement of containers for pick-up on private roads shall be the result of special arrangements between the resident and Contractor.

4.01.13 Handling of Containers

The Contractor shall take reasonable care in handling of recyclable containers and shall not willfully break, deface or damage the same. All containers broken or destroyed in improper or careless handling by the Contractor shall be replaced by the Contractor at his own expense.

4.01.14 Recyclable Materials To Be Property of Contractor

From the time of placement of recyclable materials at the curb or a similar area for collection, said materials shall be and become the property of the Township and the authorized

Contractor. It shall be a violation of Township ordinances for any person(s) not authorized by the Township to collect or pick up, or cause to be collected or picked up, any such recyclable material.

4.01.15 Contractor to Have Telephone in House and/or Office

Contractor shall establish, maintain and list in the _____ Telephone Directory a toll-free telephone number within his house, office or plant which persons in the Township may use to contact Contractor and such telephone shall be attended between the hours of 7:00 a.m. and 6:00 p.m., every day each week, except Saturday, Sunday and holidays established by the Township.

4.01.16 Observance of Laws and Ordinances

All municipal ordinances, laws of the Commonwealth of Pennsylvania and of the United States, and rules and regulations promulgated there under shall be observed by the Contractor.

4.01.17 Education

_____ Township has established a public information and education program concerning recycling program features and requirements in accordance with the law of the Commonwealth of Pennsylvania. **[Township may specify education requirements of the hauler in this section, i.e. sticker notifications for residents on unacceptable materials, door tags, newsletters, website content, participation in certain Township events, frequency of education, etc.]**

4.01.18 Responsibility of Contractor

The Contractor will be and is hereby responsible for any and all damages to property or person or persons or accidents which may occur to any person or persons in consequence of his act or the acts, of any agent or person in his employ. The Contractor agrees that the liability and Workers' Compensation Insurance shall be furnished protecting _____ Township against loss or injury occasioned by the acts of his employees in accordance with the requirements entitled "Insurance Requirements". The Contractor shall and does hereby save _____ Township harmless from any and all suits for damages that are or can be brought against the Township, its officials and employees in connection with the collection, transporting and processing of recyclable materials within the Township.

4.01.19 Recycling Vehicles

It shall be the Contractor's responsibility to maintain collection and processing vehicles in good condition, repaired and reasonably clean at all times. Trucks used for the collection of recyclables from residential units shall be of a size and type that can be operated on the streets and alleys of the Township without getting off the traveled portion of the roadway or doing damage to curbing, planted areas or private property. They shall be so constructed as to prevent leakage and shall be enclosed to the extent necessary to ensure no loss of material from the vehicles during collection or transport. The Contractor shall immediately clean up any spillage or loss of recyclables that may occur during collection and transport. The Contractor shall not leave unattended any truck wholly or partially loaded with recyclables on any private or public properties in the Township except in an emergency situation or except as approved by the Township Manager.

Any vehicle used in the collection and transport of recyclables from the Township shall be assigned a numerical identification that shall be displayed on each side of the vehicle of a size that can be read by a person two hundred (200) feet from the vehicle. Each vehicle shall also have, displayed on the sides, the Contractor's name and telephone number.

The Contractor shall provide the Township with a complete list of all collection vehicles to be used in the Township, specifying the make, model, license plate number, size, type of vehicle and the number assigned to the vehicle. The Contractor shall use no collection vehicle that is not properly listed with the Township. This list shall be updated and filed with the Township when a change in collection vehicles is made.

The Township shall have the right to inspect any collection vehicle at any time and any place it is being used within the Township. The Contractor shall make vehicles available for inspection whenever so requested by the Township at a time and place mutually agreed upon.

The Contractor shall be responsible to provide back-up or emergency vehicles meeting all of the above requirements so that, at no time, can the contract not be performed due to breakdown or lack of collection vehicles. Back-up or emergency vehicles shall be listed with the Township as specified above.

4.01.20 Loading of Material on Vehicles

Should the Contractor desire to load material on transfer vehicles or maintain a transfer station for loading same, such transfer station shall be located and operated so as not to cause a nuisance.

4.01.21 Investigation and Reporting of Complaints of Failure by Occupant

It will be the duty of the Township Manager to investigate all complaints made of failure by occupants of dwelling or dwelling units within the Township to comply with the provisions of the ordinances concerning recycling and to prosecute all offenders under such provisions.

4.01.22 Investigation and Handling of Complaints by Residents

All complaints by residents of the Township, made through the Township or directly to the Contractor regarding the services provided under the Contract, shall be responded to by the Contractor. The Contractor shall submit a report to the Township each month, by the fifteenth day of the following month, listing all of the complaints received by the Contractor during the previous calendar month. This report shall be on forms provided by the Township and shall include, at a minimum, the following information:

- A. Date of complaint
- B. Name, address, and telephone number of the complainant
- C. Description and nature of complaint
- D. Date of resolution of complaint
- E. Description of resolution of complaint

If the complaint has not been resolved, this should also be indicated.

The Township reserves the right to intercede in any unresolved complaint by a resident or property owner, to investigate said complaint and to act as an intermediary to bring the resident and the Contractor together to resolve the complaint.

4.01.23 Conditions under which Contract may be Canceled or Terminated by the Township Commissioners.

If the work under this contract shall be abandoned by the contractor or if the contract shall be assigned or the work sublet by him other than as herein specified, or if at any time, the Commissioners of _____ Township shall be of the opinion and so certify in writing (which certificate shall be final, binding and conclusive on the Contractor) that the performance of the contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this contract or the specifications thereof or is executing the same in bad faith or not in accordance with the terms thereof, the Township Commissioners may cancel and terminate this contract by a written notice to be served upon the Contractor either personally or by leaving it at his residence or office, and the Township Commissioners shall thereupon have the power and are hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed as may be necessary to fulfill this contract, and in such cases, shall have the power and is hereby authorized to charge to the Contractor the amount of loss suffered by the, and upon a reletting of the contract, if amount of monies received by the Township shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall and will pay to the Township the amount of such differences.

4.01.24 Authorizing Township to Perform Contract

If the Contractor shall fail to perform any part of the work called for in this contract in accordance with the terms thereof and the Township Commissioners decide not to cancel and terminate this contract as provided hereinabove, the Township Manager shall have the power and is hereby authorized to perform or cause or procure to be performed such part of the work as the Contractor shall fail to perform at the expense of the Contractor and to deduct such expenses and collect the cost of same out of the bond filed by the Contractor in any legal proceedings or any loss by reason thereof or both, at the sole option of the Township Manager.

4.01.25 Modification of Contract

This contract and the specifications herein contained may be modified and changed from time to time only as may be agreed upon in writing in a manner not materially affecting the substance hereof, provided however that the consent of the Township Manager be first obtained. Ordinances will be adopted and/or amended by the Township Commissioners to conform to the contract or contracts awarded.

4.01.26 Municipal Recyclable Collection

The Contractor shall provide appropriately sized container(s), as determined by the Township, to collect, transport and process all municipal recyclables from the sites designated in Table 5, at no charge to the Township. This shall include any other recreational areas developed in the future by the Township or any other Township-owned or maintained facility. These sites will be serviced in accordance with a schedule determined by the Township.

TABLE 5
Municipally Designated Sites

During time of emergency or a natural disaster, the Contractor will provide sufficient roll-off containers to the Township, upon request, at standard, non-emergency prices.

4.01.27 Option 1: Municipal Billing and Payment Procedure

The mode of contract requires the Township to collect the monthly rate per dwelling unit. The Township will bill the customers quarterly and in advance. In the second month of the quarter, the Township will pay to the Contractor one-third (1/3) of the refuse fees collected during the first month of the quarter, that amount retained being the amount applicable to the second and third months of the quarter. In the third month of the quarter, the Township will add the 2/3 retention from the previous month to the refuse fees collected during the second month and pay to the Contractor one-half (1/2) of the total, that amount retained being the amount applicable to the third month of the quarter. In the first month of the following quarter, the Township will pay to the Contractor the remaining balance of refuse fees collected during the previous three months. The Township will charge the Contractor a collection fee of six percent (6%) of the total amount collected, as set forth in Section 3.06 of the General Conditions. The six percent (6%) shall be deducted from each payment to the Contractor. However, if the Township receives, directly or through the Contractor, an excess of bona-fide complaints of substandard or lack of service within any given month of the calendar quarter, the collection fee shall increase to twelve percent (12%) of the total amount collected for that month. Excessive complaint schedule is contained in Section 3.06.

Option 2: Municipal Billing and Payment Procedure

The mode of contract requires the Contractor to collect the monthly rate per dwelling unit. The Contractor will bill the customers quarterly and in advance. The Township reserves the right to bill the Contractor a negligence fee of twelve percent (12%) of the total amount collected if the complaints received for substandard service are in excess of the numbers of complaints listed in Section 3.06 for any given month within the quarter.

4.01.28 Deductions to be Made for Vacant Dwelling or Dwelling Units

Deduction from the contract price for dwelling units paid to the Contractor shall be made and Contractor shall make no charge for vacant dwelling units where such vacancy shall have continued for a period of time as set forth in Township Ordinance and where notice thereof shall have been given by the owner of such dwelling unit to the Township.

4.01.29 Additions to the Contract Price

Additions to the contract price for dwelling units shall be made at the established bid price for new dwellings or dwelling units added in the Township after the effective date of this contract.

INSURANCE REQUIREMENTS

5.01 General

Policies shall be written with insurers rated at least "A" by Bests with a financial size category of at least "X".

Under Items 5.3 and 5.4, _____ Township shall be named as an additional insured and be provided a 30-day notice of intent to cancel a policy or policies.

5.02 Workers' Compensation, including occupational Disease and Employer's Liability Insurance.

A. Statutory - amounts and coverage as required by Workers' Compensation Laws of the Commonwealth of Pennsylvania.

B. Employer's Liability - at least \$100,000 each accident.

5.03 Public Liability, including coverage for direct operations, sublet work, elevators, contractual liability and completed operations with limits not less than those stated below:

A. Bodily Injury and Property Damage Liability - including personal injuries, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.

Regarding Personal Injury - written on a non-participating basis (with no participation by insured).

5.04 Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned and leased vehicles with limits not less than those stated below:

A. Bodily Injury Liability - \$1,000,000 each person; \$2,000,000 each accident.

B. Property Damage Liability - \$1,000,000 each accident; \$2,000,000 per occurrence

5.05 Umbrella Coverage - in the amount of \$2,000,000

CHECK LIST FOR RECYCLING COLLECTION CONTRACT

<u>Included</u>	<u>Not Included</u>	
_____	_____	Bid Bond or Certified Check in the amount equal to Ten percent (10%) of the annual bid amount (Sec. 2.04)
_____	_____	Completed Non-Collusion Affidavit (Sec. 2.14)
_____	_____	Notarized Financial Statement and Report (Sec. 3.01)
_____	_____	Plans and Specifications (Sec. 3.02)
_____	_____	Sworn Statement (Sec. 3.02)
_____	_____	Letter from a Recycling Center (Sec. 4.01.02)
_____	_____	Letter/Agreement from a Composting Facility (Sec. 4.01.02)
_____	_____	Completed Questionnaire (Page 35)

Documents to be Provided by Successful Bidder after Award

1. Written Agreement with Payment and Performance Bonds
2. Certificate of Insurance for all Insurance Coverage's

I state that _____ understands and
(Name of Firm)

Acknowledges that the above representations are material and important, and will be relied on by _____ Township in awarding that contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____ Township of the true relating to the submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20__

Notary Public

My Commission Expires

BID PROPOSAL

Proposal of _____ (hereinafter called "Bidder"),
organized and existing under the laws of the State of _____
doing business as _____.

In compliance with your Invitation for Bids, Bidder hereby proposes:

Recycling Collection, Transportation and Processing Services From Dwelling Units and Small
Businesses within the Township of _____

Contract No _____

in strict accordance with the Contract-Documents, within the time and conditions set forth herein,
and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto
certifies as to its own organization, that this Bid has been made independently, without
consultation, communication or agreement as to any matter relating to this Bid with any other
Bidder or with any competitor.

Bidder hereby agrees to enter into a three (3) year contract as stipulated in the Contract Documents.
Bid quotation must be made both in figures and words.

The bid proposal must have a minimum of three (3) quotations for Recyclables.

1. The first quotation will include a monthly rate per dwelling unit for the collection,
transportation and disposal of recyclables under **Option 1 or Option 2** (see 4.01.01 – insert
appropriate Option) to the disposal facility(ies) mentioned in Section 4.01.01 – **Option 1 or
Option 2**, with a method of collection of **Option 1 or Option 2** (see Section 4.01.08 – insert
appropriate Option) and a collection frequency of **Option 1, Option 2, Option 3 or Option 4** (see
Section 4.01.09 – insert appropriate Option) for Regular Customers. **MANDATORY**

2. The second quotation will include a monthly, reduced rate per dwelling unit for the
collection, transportation and disposal of **Option 1 or Option 2** (see 4.01.01 – insert appropriate
Option) to the disposal facility(ies) mentioned in Section 4.01.01 – **Option 1 or Option 2**, with a
method of collection of **Option 1 or Option 2** (see Section 4.01.08 – insert appropriate Option)
and a collection frequency of **Option 1, Option 2, Option 3 or Option 4** (see Section 4.01.09 –
insert appropriate Option) for Reduced Rate Customers. A reduced rate will be given to residents
who qualify for or participate in the Senior Citizen Property Tax Rebate Program. Determination
of eligible customers will be made by _____ Township. For bid purposes the
assumption will be that there are _____ residents who will qualify. There is absolutely no
guarantee of the preciseness of this number. **MANDATORY**

3. The third quotation will include a monthly rate per dwelling unit for the collection, transportation and disposal of leaf waste, yard waste, and/or food waste under **Option 1, Option 2 or Option 3** (see 4.01.03 – insert appropriate Option).

4. The fourth quotation will be for the collection of residential curbside HHW material (see definition of HHW, Section 4.01.07). If unable to provide curbside collection of HHW material, hauler shall provide a quotation for owning and operating a permanent drop-off for HHW material in accordance with State and Federal regulations. If unable to provide curbside collection and/or a permanent drop-off facility, please provide a quotation for a rate per dwelling unit that will be paid by the hauler to the Township to allow the Township to operate a HHW collection program. **OPTIONAL**

5. The fifth quotation will be for the collection of residential curbside e-waste material (see definition of e-waste, Section 4.01.07). If unable to provide curbside collection of e-waste material, hauler shall provide a quotation for owning and operating a permanent drop-off for e-waste material in accordance with State and Federal regulations. If unable to provide curbside collection and/or a permanent drop-off facility, please provide a quotation for a rate per dwelling unit that will be paid by the hauler to the Township to allow the Township to operate an e-waste collection program. **OPTIONAL**

6. The sixth quotation will be for weekly collection of participating small business recyclables (see definition of Small Business, Section 4.01.03). **OPTIONAL**

7. Bidders are invited to submit add-alternate bids for the collection, transportation and disposal of additional recyclable materials (beyond the required materials) on the form below, for the Township's consideration. **OPTIONAL**

BID PRICES

Quotation No. 1

Monthly rate of _____, (\$ _____)
Per dwelling unit for Regular Customers for collection and disposal of recyclable materials.

Quotation No. 2

Monthly rate of _____, (\$ _____)
Per dwelling unit for Reduced Rate Customers for collection and processing of recyclable materials.

TOTAL OF QUOTATION NOS. 1 and 2 \$ _____

Quotation No. 3

Monthly rate of _____, (\$ _____)
for weekly pick up of Leaf Waste, Yard Waste, and/or Food Waste and delivery to a Composting Facility.

Quotation No. 4

Monthly rate of _____, (\$ _____)
for residential curbside collection or permanent drop-off collection (circle one) of HHW material (see definition of HHW, Section 04.01.07).

Monthly rate of _____, (\$ _____/dwelling unit) to be paid by hauler to Township for operation of a HHW collection program (see definition of HHW, Section 04.01.07).

Quotation No. 5

Monthly rate of _____, (\$ _____)
for residential curbside collection or permanent drop-off collection (circle one) of e-waste material (see definition of e-waste, Section 04.01.07).

Monthly rate of _____, (\$ _____/dwelling unit) to be paid by hauler to Township for operation of an e-waste collection program (see definition of e-waste, Section 04.01.07).

Quotation No. 6

Monthly rate of _____, (\$ _____)
for weekly pick up of participating small business recyclables (see definition of Small Business, Section 04.01.03).

Quotation No. 7 (Add-Alternate)

Bidder may include collection, transportation and disposal of additional recyclable items (to be delivered to the _____ Transfer Station/MRF/Compost Facility).
(4.01.01)

Recyclable Item

Monthly Cost Per Dwelling Unit-Increase (or Decrease)

EXCEPTION(S) TO CONTRACT DOCUMENT

As defined in the General Conditions, the bidder shall clearly define any exception(s) to the Contract Document. All exceptions shall be fully stated herein below:

Exception To:

Contract Document Item No.

Explanation of Exception

Unless otherwise noted above, the bidder hereby certifies that the Proposal as submitted fully complies with the Contract Documents.

Submitted By: _____
Signed

_____ Representing

Printed

Title _____

Date _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, _____

as Principal, and _____

as Surety, are hereby held and firmly bound unto the Township of _____,
_____, _____ County, Pennsylvania,

in the sum of _____ (\$ _____) for the payment of
which, well and truly to be made, we hereby jointly and severally bind successors, assigns and
ourselves.

Signed, this _____ day of _____, 202_.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner
a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, to
deliver:

Recycling Collection, Transportation and Processing Services
From Dwelling Units and Small Businesses within the
Township of _____

Contract No. _____

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,

- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said bid) and shall
furnish a bond for its faithful performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said bid, then this obligation 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 claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal _____ (L.S.)

(Seal)

Surety _____

By _____

(Seal)

IMPORTANT - Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.

QUESTIONNAIRE

(IMPORTANT - Each bidder must truthfully and fully complete this questionnaire. Attach supplemental page(s) if necessary.

1. Methods to be used in disposing of the recyclable material, including a detailed description of manpower to be dedicated to _____ Township (attach additional sheet, if necessary).

2. Precise location of recyclables processing facility (ies):

Approximate available capacity: _____

Improvements thereon: _____

Owned or leased: _____

If leased, give name and address of lesser and terms of lease:

3. Methods, apparatus and equipment to be used for the elimination and control of nuisances which may arise during the process of collection, treating and disposal of material: (set forth in detail)

4. Number and Description of Vehicles:

<u>Make and Year Model No.</u>	<u>Type of Body</u>	<u>Capacity</u>	<u>Present Condition</u>	<u>Present Location</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

5. Experience in the collection and disposal of recyclables. How many years have you engaged in the business of collection and disposal of these materials? _____

What municipal contracts similar to this have you had within the last ten (10) years?

<u>Name of Municipality</u>	<u>Date of Contract</u>	<u>Term of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever defaulted in any of the aforementioned contracts? _____

If so, give details. _____

6. Have there been any judgments or are there any unsatisfied judgments entered against you within the past five (5) years? _____

If so, give details. _____

7. Give name and address of Surety Company which has agreed to act as surety on your bond should the contract be awarded to you.

8. List below the names and addresses of Surety Companies which have heretofore bonded you on municipal contracts.

9. Give address and telephone number of local office. If none now exists, indicate proposed location and name of staff personnel in charge. Also, list office hours and personal phone number of bidder.

10. Attach hereto a full and complete statement under notarized oath of financial operating statement for prior year's operation, per Section 3.01 of General Conditions.

The bidder hereby certifies that the answers to this questionnaire are true and correct and further agrees that said answers shall be considered as an integral part of this proposal.

_____ Date _____ Company

By _____
(Printed Name)

_____, being duly sworn according to law, deposes and
Title

says that the facts and answers in the foregoing questionnaire are true and correct to the best of his/her knowledge, information and belief.

(Signature)

Sworn to and subscribed before me

this _____ day of _____ 202_.

Notary Public

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Recycling Collection, Transportation and
Processing Services from Dwelling Units within the
Township of _____.

Contract No. _____

_____ Township has considered the Bid submitted by you for the above-described project in response to its Invitation to Bidders dated _____ and the related Contract Documents.

You are hereby notified that your Bid has been accepted as shown in your Bid Proposal.

You are required by the Instructions to Bidders and/or the General Conditions to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within ten days from the date of this Notice, _____ Township will be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of this Notice of Award to _____ Township, _____ County, PA.

Dated this _____ day of _____, 202_.

FOR _____ TOWNSHIP By: _____

ACCEPTANCE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 202_.

By: _____

Title: _____

NOTE: Failure to return an acknowledgment of this Notice of Award does not relieve the Contractor of the conditions imposed by the Instructions to Bidders and/or General Conditions.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 20 __,

By and between the TOWNSHIP OF _____, _____ County, Pennsylvania, hereinafter called "OWNER" and _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor hereby promises and agrees to collect, transport and process recyclable materials from dwelling units within the corporate limits of _____ Township as at present existing to the satisfaction and acceptance of the Township Commissioners for the term of three (3) years, beginning _____ and ending _____, pursuant to and in strict and full compliance with the Contract Documents, Contract No. _____.

2. Terms used in the Agreement which are defined in the General Conditions, if included in the Contract Documents, shall have the meanings indicated in the General Conditions.

3. The term "Contract Documents" means and includes the following, but shall not be limited to:

- A. Invitation to Bidders
- B. Instructions to Bidders
- C. General Conditions
- D. Specifications
- E. Insurance Requirements
- F. Checklist for Solid Waste Collection Contract
- G. Non-Collusion Affidavit
- H. Bid Proposal
- I. Exception(s) to Contract Documents
- J. Bid Bond
- K. Questionnaire
- L. Notice of Award
- M. Agreement
- N. Performance Bond
- O. Payment Bond
- P. Notice to Proceed

4. The Contractor agrees to complete the project as described in the Contract Documents as shown on the Bid Proposal, for the monthly rate of \$ _____

_____.

5. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents, and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the owner.

6. The Contract Documents constitute the entire Agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

FOR THE OWNERS:

CONTRACTOR:

TOWNSHIP OF _____

By: _____

By: _____

(Printed)

(Printed)

(Vice) President

Title

Address

Address

Telephone

Telephone

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of Contractor _____

Address: _____

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety _____

Address _____

hereinafter called Surety, are held and firmly bound unto:

Name of Owner: TOWNSHIP OF _____, _____ County, Pennsylvania _____

Address _____

hereinafter called Owner, in the penal sum of:

_____ dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is. such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 202_, a copy of which is hereto attached and made a part hereof, for:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the owner may incur in making - good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 202_.

Principal _____

By _____

Title _____

Address _____

Attorney-in-fact: _____

By _____

Address _____

Attest: (SEAL)

Witness: _____

Attest: (SEAL)

Witness: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Name of Contractor _____

Address: _____

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Name of Surety _____

Address _____

hereinafter called Surety, are held and firmly bound unto:

Name of Owner: TOWNSHIP OF _____, _____ County, Pennsylvania

Address _____

hereinafter called Owner, in the penal sum of:

_____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind successors, assigns, and ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 202_, a copy of which is hereto attached and made a part hereof, for:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on or rentals of machinery, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 202__.

Principal _____

By _____

Title _____

Address _____

Attest: (SEAL)

Witness: _____

Attorney-in-fact: _____

By _____

Address _____

Attest: (SEAL)

Witness: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: Recycling Collection, Transportation
and Processing Services from Dwelling Units and
Small Businesses within the Township of

Contract No. _____

You are hereby notified to proceed in accordance with the Agreement dated _____
_____, 202_.

FOR THE OWNERS:

_____ **TOWNSHIP**

By: _____

Printed _____

Title _____

You are required to return an acknowledgment of this Notice to Proceed to _____
Township, _____ County, Pennsylvania.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____
_____ this _____ day of _____, 202__.

By _____

Printed _____

Title _____

NOTE: Failure to return acknowledgment of the Notice to Proceed does not relieve the Contractor of conditions imposed by the Agreement.