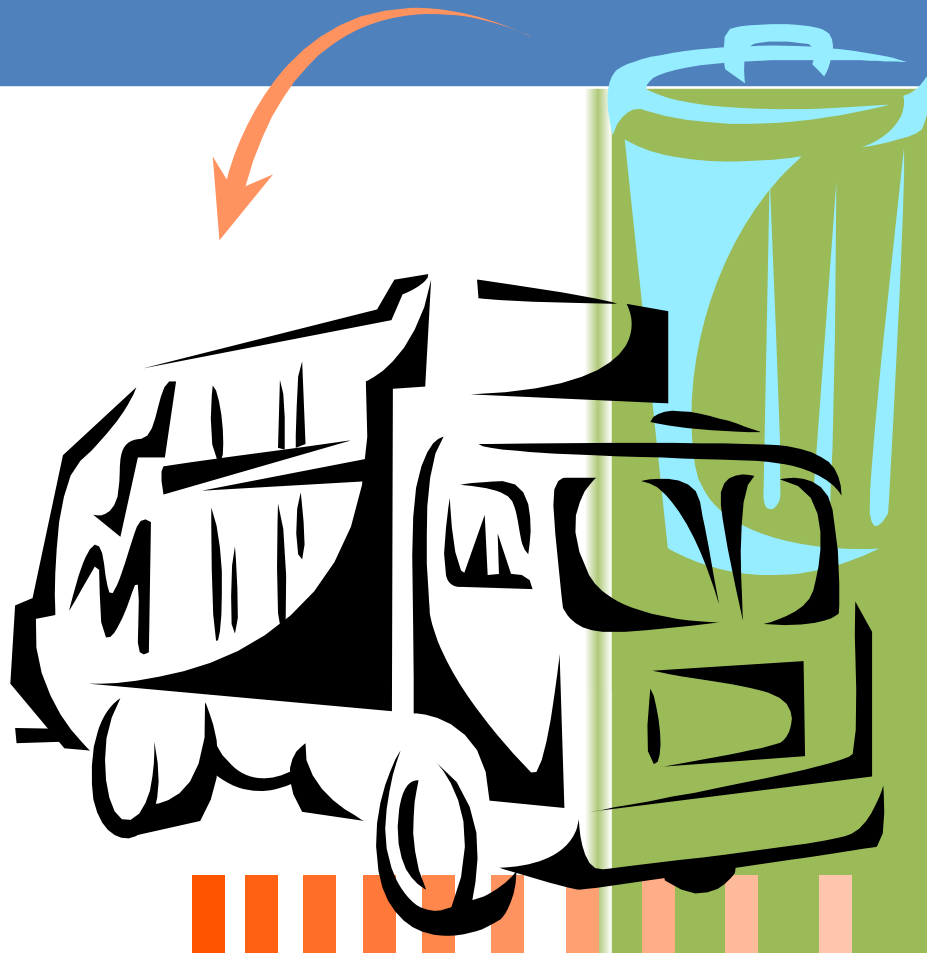


2011

Solid Waste, Recycling and Yard
Waste Collection and Disposal
Bid



Attn: Anne Klepfer

East Rockhill Township, Bucks County, PA

9/16/2011

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I. BID PROCESS

A. Information to bidders

1. The Bid

The East Rockhill Township Board of Supervisors (hereinafter called “The Township”) invites bids for residential Solid Waste, Recycling and Yard Waste Collection, Removal, Transportation and Disposal Services in the **East Rockhill Township Trash District** and/or as otherwise set forth herein in compliance with the bid specifications provided herein and as advertised in *The Intelligencer*, in accordance with Pennsylvania Law. Bids must be submitted to and received by the Township online **via the *PennBid* program no later than 10:00 AM** prevailing time, on **September 16, 2011. All documents and solicitation details are available at no cost at **PennBid:www.PennBid.net****. A Bidder is solely responsible for properly posting the required documentation and entering their bids in the required format on *PennBid*. No Bids will be accepted after 10:00 AM on September 16, 2011 and all bids are considered final after 10:00 AM prevailing time on such date.

2. Changes to the Bid Specifications

Notice of revisions or addenda to bid documents relating to bids will, no later than three (3) days (Saturdays, Sundays and Holidays excepted) prior to bid opening, be posted on *PennBid with notice given to registered bidders*.

3. Questions Answered

All questions or clarifications asked or sought shall be done so on-line via *PennBid* between August 29th and September 9th, no later than five (5) business days prior to bid opening. The sole point of contact for this Bid shall be **Anne Klepfer, East Rockhill Township Manager**. Answers and clarifications will be provided via *PennBid* to all registered parties no later than three (3) days (Saturdays, Sundays and Holidays excepted) prior to bid opening.

4. Bid Opening

All acceptable Bid proposals submitted via **www.PennBid.net** will be opened and read publicly by the Township Manager at 10:05 AM, September 16, 2011 and published on-line immediately thereafter. The bids will be considered for award at a Regular Meeting of the East Rockhill Township Board of Supervisors within sixty (60) days of the Bid Opening.

B. Documents to be Submitted

The following documents shall be submitted via www.PennBid.net at the time and date specified in the public notice to prospective bidders:

- a) Certified photo-copies of bidder's license/registration issued by the Commonwealth of Pennsylvania;
- b) Questionnaire setting forth experience and qualifications;
- c) Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the highest aggregate Year 1 bid proposal payable to East Rockhill Township;
- d) Non-collusion affidavit;
- e) Landfill, Transfer Facility, Disposal Facility Affidavit;
- f) Bidders Affidavit
- g) Composting Affidavit
- h) Composting Questionnaire
- i) Affirmative Action Affidavit
- j) Stockholder statement of ownership;
- k) Consent of surety, from a company licensed to business in the Commonwealth of Pennsylvania which shall represent that the surety company will provide the Contractor with the required bonds in the sums required in the Contract Documents and in a form satisfactory to the Township.
- l) Bid Proposal

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained and posted on-line via www.PennBid.net. The Township may request the original Bid Security following the opening of Bids. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

II. DEFINITIONS

- A. For the purpose of this bid, the following words and phrases shall have the meaning given herein.
- “Authorized Collector” shall mean a person, individual, partnership, or corporation or employer or agent thereof authorized by contract with the municipality to collect solid waste, recyclable materials, and yardwaste, from residential properties as herein defined.
- “Bid proposal” shall mean all documents, proposal forms, affidavits, certificates and statements required to be submitted by the bidder at the time of bid opening.
- “Bid guarantee” means the bid bond, cashier’s check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder will enter into a contract.
- “Bid Specifications” means all documents provided by East Rockhill Township to prospective parties interested in submitting a bid for the “2011 East Rockhill Township Solid Waste, Recycling and Yard Waste Collection and Disposal Bids”.
- “Bulky waste” shall mean large items of refuse which are generated from the household or property including but not limited to: Freon-free appliances, furniture, electronics, tires, and other household goods.
- “Certificate of insurance” means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.”
- “Christmas Trees” shall mean cut decorative spruce/pine trees used for celebration of the Christmas Season and fully cleared of all decorations prior to disposal.
- “Collection site” means the location of waste containers on collection day.
- “Collector” or “collector/hauler” means the Contractor, person, firm, agency or company or employee or agent thereof who is engaged in the collection and/or transportation of solid waste.
- “Collection source” means a generator of designated collected solid waste and recycling to whom service will be provided under the contract.
- “Commingled” shall mean a system of preparation where all recyclables for collection are mixed but kept separate from solid waste.
- “Commonwealth” shall mean the Commonwealth of Pennsylvania.
- “Compost” shall mean the end product from bacterial action or organic materials, such as the aerobic or anaerobic decomposition of municipal solid waste.
- “Compostable material” shall mean organic waste, which is capable of undergoing composting.
- “Consent of surety” means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.

“Container” shall mean can, mechanical bin, box or disposable container used for storage of refuse or recycling.

“Contract” means the written agreement executed by and between the successful bidder and the governing body and shall include the bid proposal, bid specifications and all other bid documents.

“Contract Administrator” shall mean the person authorized by the East Rockhill Township to procure and administer contracts for solid waste and recycling collection services.

“Contracting Unit” shall mean East Rockhill Township, Bucks County Pennsylvania.

“Contractor” shall mean the lowest responsible bidder to whom award of the contract shall be made.

“County” shall mean Bucks County, Pennsylvania

“Designated collected recyclable material” means recyclable material that is separated from municipal waste at the point of origin or generation for the purpose of recycling as specified for collection in the Bid Specifications.

“Designated household/s” means households located in the East Rockhill Township Trash District.

“Designated solid waste” means solid waste types identified and designated for collection and shall not consist of recyclable material, hazardous waste, or agricultural waste.

“Detachable container” or mechanical bin shall mean any container that can be mechanically lifted and emptied into the collection vehicle.

“Disposal facility” shall mean a facility approved by the Pennsylvania Department of Environmental Protection which processes or acts upon solid waste, recyclable material or compostable material so as to dispose of the material, such as a composting facility, an incinerator, a resource recovery plant, a waste-to-energy facility or a sanitary landfill, or similar licensed facility for the disposal of solid waste and processing of recycling.

“Disposal site” shall mean the site, location, tract of land, area, or premises used or intended to be used for solid waste disposal as proposed by the Contractor and approved by the County, State, or Federal regulatory agencies for lawful disposal of solid wastes.

“Dumping” shall mean the illegal disposal of solid waste.

“Dwelling” and “Dwelling unit” shall mean place of residence within East Rockhill Township of one or more persons where refuse is generated through normal living activities and habits. It shall not include apartments or buildings devoted to four (4) or more multi-family occupancy.

“Farm property” shall mean a parcel or parcels of land devoted to agriculture; either to raising crops, livestock, poultry, or pasture.

“Garbage” (food waste) shall mean animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

“Governing body” shall mean the Board of Supervisors of East Rockhill Township.

“Hazardous Waste” shall mean solid waste that is especially harmful or potentially harmful to public health as defined in the Pennsylvania Solid Waste Management Act (Act 97). This shall include, but not be limited to: explosives, toxic materials, and mechanical wastes. For purposes of this bid, hazardous waste does not include small quantities of such waste available on a retail basis to the homeowner such as aerosol cans, pesticides, fertilizers etc..

“Holiday” shall mean a regularly scheduled collection day on which the authorized Disposal Facilities are closed including: Christmas Day, New Year’s Day, Memorial Day, July 4th, Labor Day and Thanksgiving Day.

“Household”, “householder/s” and “household unit” shall mean a place of residence within East Rockhill Township of one or more persons where refuse is generated through normal living habits. It shall not include apartments or buildings devoted to four (4) or more multi-family occupancy, nor shall it include townhomes, condominiums, mobile home parks, and homeowners associations, which are adjacent to a private commonly owned street or driveway.

“Incinerator” shall mean an enclosed device using controlled combustion for the primary purpose of thermally breaking down solid waste, and which is equipped with a flue.

“Landfill” shall mean a land disposal site for the disposal of solid waste; see also “Sanitary Landfill”.

“Legal newspaper” shall mean *The Intelligencer*.

“Municipal Facilities” shall mean the buildings, equipment, lands and other facilities owned or controlled by the municipal government, such as the Township Municipal Building, Municipal Garage(s), Substation, WWTP etc.

“Municipal Solid Waste” shall mean garbage, refuse, rubbish, trash, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material resulting from operation of residential, municipal, commercial, or institutional establishments and from community activities.

“Operator” shall mean any person who manages any solid waste storage, transfer, processing, or disposal operation.

“PaDEP” shall mean the Pennsylvania Department of Environmental Protection.

“Persons” shall mean any individual, firm, partnership, corporation, cooperative enterprise, trust, federal institution or agency, state institution or agency, municipality, other government agency or any other entity or group of such persons which is recognized by law and is subject of rights and duties.

“Private Collector/Hauler” shall mean a collector or Contractor awarded a contract to provide waste collection and waste hauling and disposal services to residential, commercial, and/or institutional properties on a private contract basis.

“Processing Facility” shall mean a plant, establishment, set of equipment or other operation, which processes, handles, transfers or otherwise modifies the materials provided to it.

“Recyclable Materials” shall mean those materials which may be processed or re-fabricated for re-use 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, ferrous containers, bi-metal containers, glass containers, newspapers, magazines & periodicals, mixed paper including bulk business mail, computer paper, typing paper, writing paper, envelopes, telephone books, wrapping paper and office paper, plastic containers with No.1-No. 7 Symbols stamped on bottom, plastic grocery bags with No. 2, and No. 4 symbols; corrugated cardboard, including shipping and packaging boxes having a layered construction, paperboard (e.g. shoe and cereal boxes), brown paper bags and Yardwaste consisting of leaves, branches and shrubbery, but not grass clippings, stumps, roots, firewood or logs greater than 4.5 inches in caliper.

“Recycle Bank” shall refer to the *Recycle Bank* recycling incentive program or other equivalent programs.

“Recycling” shall mean the collection, separation, recovery, and sale or reuse of metals, glass, paper, plastics, yardwaste, Christmas Trees and other materials, which would otherwise be disposed or processed as municipal waste.

“Recycling center” shall mean a facility established to receive, process, store, handle, and ship recyclable materials.

“Refuse” shall mean all solid wastes and shall include, but is not limited to garbage, ashes, bulky waste, and rubbish; except that refuse shall specifically exclude body wastes (exclusive of disposable diapers) and hazardous waste.

“Regulations” shall mean the Municipal Solid Waste Regulations developed and adopted by East Rockhill Township to govern the separation, storage, collection, recycling, transportation, processing and disposal of municipal solid waste.

“Residence” or “Resident” shall mean any individual, firm, partnership, corporation, association, institution, cooperative enterprise, trust, municipal authority, federal institution or agency, state institution or agency, municipality, other government agency or any other legal entity or any group of such person whatsoever which is recognized by law as the subject of rights and duties, which owns, leases or occupies a property located in East Rockhill Township used as a residence. Provided however that in no event shall it include any multi-family structure having more than four (4) dwelling units. Nor shall it include those dwelling units that are part of a homeowner’s association and are adjacent to a private commonly owned street or driveway.

“Residential” shall mean an occupied single or multi-family dwelling having up to four (4) dwelling units per structure or each unit in a multi-family structure if the dwelling units are individually owned with separate entrances.

“Residential property” means property used as dwellings, including buildings having up to four (4) dwelling units in one building. Multiple dwelling residential buildings containing more than four (4) dwelling units, unless these units are individually owned with individual entrances, for purposes of this bid shall be treated as commercial properties.

“Residential Solid Waste” shall mean ordinary trash or solid waste generated by a residential household.

“Resource Recovery Facility” shall mean a plant, establishment, set of equipment or other operation, which recovers useful materials and/or products, including heat, electricity, and/or recyclable materials from otherwise waste materials.

“Rubbish” shall mean solid waste exclusive of garbage (e.g. Non-recyclable glass, metal, paper, or plastic and non-compostable plant material, wood, or non-put risible solid waste).

“Salvage operation” shall mean any business, trade or industry engaged in whole or in part in salvaging or reclaiming any product or material, including, but not limited to, automobiles, metals, chemicals, shopping containers, or drums.

“Salvaging” shall mean the controlled removal of reusable materials at a salvage operation.

“Sanitary landfill” shall mean an approved solid waste disposal facility licensed by any County, State or Federal Regulatory Agency for said disposal.

“Scavenging” shall mean uncontrolled or unauthorized removal of solid waste materials.

“Services” shall mean any and all services to be provided by the Contractor/Successful Bidder, including but not limited to solid waste, recycling and yard waste collection, removal, transportation and disposal pursuant to the terms of the Bid Specifications.

“Single Stream Recycling” shall mean a system in which all paper fibers and containers are mixed together in a collection truck, instead of being sorted into separate commodities (newspaper, cardboard, plastic, glass, etc.) by the resident and handled separately throughout the collection process. In single stream, both the collection and processing systems are designed to handle this fully commingled mixture of recyclables, with materials being separated for reuse at a materials recovery facility.

“Solid Waste” shall mean waste, including, but not limited to municipal solid waste, residual or hazardous wastes, including solid, liquid, semisolid or contained gaseous materials.

“Solid Waste Management” shall mean the purposeful, systematic control of the storage, collection, transportation, processing, and disposal of solid waste.

“Source-separation” shall mean the separation and storage at the source where created or generated, of materials which are to be recycled.

“Source Separated Recyclable Materials” shall mean separate materials that are separated from municipal solid waste at the point of origin for the purpose of recycling.

“SWMA” shall mean the Municipal Waste Planning, Recycling and Waste Reduction Act, Act No. 101, of July 1988.

“Standard Service” shall mean once per week collection of residential solid waste, single stream recycling and yardwaste.

“Tipping Fee” shall mean the charge or cost to tip, dump or otherwise dispose of a load of materials such as municipal solid waste at a processing or disposal facility.

“Township” shall mean East Rockhill Township, Bucks County, Pennsylvania.

“Transfer station” shall mean a facility which receives and temporarily stores solid waste at a location other than the generation site, and which facilitates the bulk transfer of accumulated solid waste to a facility for further processing or disposal.

“Trash” shall mean ordinary residential household materials or items that are generated from that household or commercial solid waste.

“Trash District” shall refer to the East Rockhill Trash District consisting of approximately 180 homes within the Pines at Penridge I & II neighborhoods.

“Waste” shall mean a material whose original purpose has been completed and which is directed to a disposal or processing facility or is otherwise disposed. The Term shall not include source separated recyclable material.

“Waste-to-Energy Facility” shall mean an approved plant, establishment, set of equipment or other operation approved by the Department of Environmental Protection, which converts solid wastes to usable energy forms, such as the incineration of municipal solid waste to produce steam and electricity, lawfully licensed to operate pursuant to any County, State or Federal regulatory agency for disposal of solid wastes.

“Yard Waste” shall mean pruning, branches, weeds, leaves, and general yard and garden wastes excluding grass clippings to be disposed of at a facility approved by PaDEP. It shall also include Christmas Trees. It excludes stumps and branches larger than 4.5” caliper.

III. BID SUBMISSION REQUIREMENTS

A. Each document in the bid proposal must be properly completed in accordance with the Bid Specifications and Instructions and the requisite procurement regulations.

1. No bidder shall submit the requested information on any form other than those provided in these bid specifications; and
2. The bid fields provided on *PennBid* must be completely filled in.

B. Bid forms and summary proposals shall be posted on-line via the PennBid program as set forth in the Public Advertisement for Bids. No bid proposal will be accepted past the date and time specified by East Rockhill Township in the Advertisement for Bids.

C. Each bidder shall sign, where applicable, all bid submissions as follows:

1. For a corporation, by a principal executive officer;
2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
3. A duly authorized representative if:
 - a) The authorization is made in writing by a person described in sections 1 and 2 above; and
 - b) The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
4. The bid proposal contains option bids. The Board of Supervisors of East Rockhill Township may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder.
5. Any Bid Proposal that does not comply with the requirements of the bid specifications, the bid documents and **the applicable State law** shall be rejected as non-responsive.

D. Qualification of Bidders

1. Each bidder shall present evidence that they are normally engaged in the purveying of the type of equipment and/or activity for which bids are being solicited.
2. Bid Familiarity
 - a) The bidder shall be thoroughly familiar with the contents of this notice before submitting the proposal.
 - b) Before submitting this bid, each Bidder must (a) examine the Bid Specifications and Contract Documents, (b) visit the site and Township to familiarize self with the local conditions that may in any manner affect performance of the work; and (c) carefully

correlate the observations with the requirements of the Bid Specifications and Contract Documents.

c) Bidders shall inspect the entire area included within the scope of services so as to make their own judgment with respect to the number of collection locations and all other circumstances affecting the cost of the services to be provided and the nature of the work to be performed. The figures provided herein are not to be taken as binding, they are only approximations, and bidders assume all patent and latent risks in connection therewith.

3. The bidder automatically acknowledges and accepts all the provisions and conditions, of the notice and Bid Specifications.
4. No Bid shall be considered from bidders who are unable to show that they are normally engaged in the purveying of the type of equipment and/or activity on which bids are being solicited.
5. Each bidder shall furnish proof that he or she, or any parent, subsidiary, or affiliate corporation of the bidder, has had at least five years of experience as either the owner or the principle operator of a business or businesses engaged in the collection, recycling, transportation and disposal of solid waste from a township serving in the aggregate not less than 2,000 residential units. The Township shall reserve the right to reject any bid if its investigation fails to indicate that a bidder is qualified to carry out the obligations of the contract and to provide in full the services specified herein and made a part of this request for bids. Failure to complete, sign and deliver the Bidder's Qualification Questionnaire at the time of submission of a bid may be cause for rejection of a bid.

E. Bid Guarantees

1. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to East Rockhill Township in the amount of 10% of the highest aggregate Year 1 bid submitted must be posted with and accompany each Bid Proposal.
 - a) The original bid security of the lowest two bidders shall be provided upon request of the Township following the posting of the bid tabulation.
 - b) In the event that the bidder whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Township.

F. Exceptions to the Bid Specifications

1. Any conditions, limitation, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of the Bid Specifications or any changes made by the bidder on the Proposal Forms may result in the rejection of the Bid Proposal by the Township.

2. Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the determination and approval of the Board of Supervisors of East Rockhill Township.

G. Compliance

1. The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.
2. The Contractor shall agree that during the term of the Contract, they shall dispose of the solid waste, recycling and/or yard waste collected under the Contract at a disposal facility approved and permitted by the Pennsylvania Department of Environmental Protection and/or other appropriate state regulatory agency. The Township hereby notifies Contractor that the failure to dispose of the solid waste, recycling and/or yard waste at a disposal facility approved and permitted by the PADEP and/or other appropriate state agency shall, in and of itself, be a material breach of this contract.

H. Prime Contractor Responsibilities

1. The Contract will require the selected Bidder to assume responsibility for all services offered in its Bid whether it produces them itself or by subcontract.
2. The Township will consider the selected Bidder to be the sole point of contact with regard to contractual matters. Bidder shall perform the Project as an independent contractor and not as an East Rockhill Township Employee. The Bidder shall not be entitled to receive any "employee" benefits from East Rockhill Township including, but not limited to pension, health insurance, disability insurance or workers compensation.
3. The Bidder shall identify any Subcontractors and other persons and organizations whose services are proposed in this Bid in advance of the Notice of Award and within seven (7) days after the date of the Bid Opening. The Bidder will submit to the Township a list of all subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work as to which such identification is so required. Such a list shall be accompanied by an experience statement with pertinent information as to similar projects and venues and other evidence of qualifications for each subcontractor, person and organization if required by the Township.
4. If the Township, after due investigation has reasonable objection to any proposed subcontractor, other person or organization and before giving the Notice of Award, may request the apparent low Bidder to submit an acceptable substitute without an increase in the Bid price. If the apparent low Bidder declines to make any such substitution, they will thereby sacrifice their Bid Security. Any subcontractor, other person or organizations so listed and to whom the Township does not make written objection prior to the giving of the Notice of Award will be deemed acceptable.

I. Conflict of Interest and Non-Collusion

1. Each bidder must execute and submit (post) as part of the Bid Proposal a “Non-Collusion Affidavit” which at a minimum shall attest that:

a) The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;

b) All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and

J. No Assignment of bid

1. The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right of interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Township of East Rockhill agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval East Rockhill Township.

K. Effective period for Bid

1. Each Bidder submitting a proposal specifically waives any right to withdraw or modify it after the date and time specified upon which bids are opened and locked in via PennBid.

2. For this bid, the proposal must remain valid for sixty (60) days or until a contract is fully executed, but Township may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

L. Incurring Costs

1. The Township is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the Bid process or in anticipation of award of this contract.

M. Use of PennBid.

1. The Township is utilizing PennBid as a means to manage the bid. Electronic Copies of all bid documents will be posted to the PennBid project site. In the event of a conflict between bid fields available on PennBid, or the Bidders printed version and the Township’s Original Copy , the Township’s original copy shall govern. Bidder’s should review their copies/print outs for any inconsistencies.

IV. AWARD OF CONTRACT

A. Generally

1. The Board of Supervisors of East Rockhill Township shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than sixty (60) days, except that the bids of any bidders who consent thereto may, at the request of the Township, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Township's decision, in writing, by certified mail.
2. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
3. The Township Board of Supervisors reserves the right to reject any bid not prepared and submitted/posted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Board of Supervisors rejects all bids, the Township shall publish a notice of re-bid in accordance with Pennsylvania law.

B. Notice of Award and Execution of Contract

1. Within fourteen (14) days of the award of the contract, the Township shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit, the appropriate affirmative action documentation and all other requisite bid documents. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Township to declare the contractor non-responsive and to award the contract to the next lowest bidder.

C. Responsible bidder

1. The Township shall determine whether a bidder is "responsible" in accordance with Pennsylvania Law and the bid documents. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

D. Performance Bond

1. The successful bidder shall provide a performance bond issued by a Surety Company licensed to do business in Pennsylvania in an amount equal to 100% of the highest annual value of the contract as set forth herein. The successful bidder shall provide said performance bond to the Township Manager, East Rockhill Township, 1622 N. Ridge Road, Perkasio PA 18944 concurrent with the delivery of the Executed Contract.
2. Failure to provide the required one-year performance bond at the time and place specified by the Township shall be cause for assessment of damages as a result thereof in accordance with Section D.4 below. In the event that the successful bidder fails to provide said performance bond, the Township may award the contract to the next lowest responsible

bidder or terminate the bid process and re-bid the collection services in accordance with Pennsylvania Law.

3. For a three (3) year contract such as this, the successful bidder shall provide a performance bond issued by a Surety Company licensed to do business in Pennsylvania in an amount equal to 100% of the highest annual value of the contract. The successful bidder shall provide said performance bond to the Township Manager, East Rockhill Township, 1622 N. Ridge Road, Perkasie PA 18944 concurrent with the delivery of the Executed Contract. The performance bond for each succeeding year shall be delivered to the Township with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
4. Failure to deliver a performance bond for any year of a multi-year contract, one hundred twenty days prior to the termination of the current bond 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.

E. Vehicle Dedication Affidavit

1. The Contractor shall execute and submit at the time and place specified in the award notice, a vehicle dedication affidavit which at a minimum shall attest that the successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications.

F. Errors in Price Calculation

1. Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Form(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Township may not award a contract until all tabulations are complete.

V. GENERAL SPECIFICATIONS

A. Bidders are hereby advised that upon the award of the Bid, all items, conditions, provisions and procedures, set forth in the Proposal Bid Form, Instructions to Bidders, The Bid Specifications, bid documents and the forms and affidavits pursuant thereto, shall be a part of the service contract. Except as may otherwise hereinafter be set forth, the term “Contractor” shall mean the lowest responsible bidder to whom the Bid has been awarded.

1. Scope of Services (“Services”) – The services to be performed and provided under the contract shall consist of the collection, removal, transportation and disposal of solid waste, recyclables, leaf waste, yard waste and bulky waste from designated household units within East Rockhill Township, Bucks County, Pennsylvania. The Bidder will have the option to bid on any one or all of the independent bids inclusive of this request for bids. The bidding options include options for collection of solid waste, recycling, yard waste, including leaves, and bulky waste. In addition, Bidders shall familiarize themselves with the “Recycle Bank” program, or equivalent recycling incentive programs, and any and all necessary “Recycle Bank” or equivalent containers for residential units and hauler collection equipment for participation in such a program under the contract. The Township will examine each bid independently and determine which option/s are in the best interest of the residents.
2. The East Rockhill Township Trash District consists of approximately 180 designated residential homes within the Pines at Pennridge I & II neighborhoods. A Map of the District is included in the Bid Specifications. The Contractor will be responsible for providing the above-referenced Services to the eligible households within the Township’s Trash District as identified herein and shall also be responsible for providing one trash container and one recyclable container to each participating household prior to the commencement of the first day of pick-up.
3. The Township is also asking the Bidder to provide an alternative bid that would include the above-referenced Services to the Trash District on a compulsory basis and to all other Township residents/single family residential use, outside of the Township’s Trash District, who choose to sign up to receive the above-referenced services, from the Contractor on a voluntary basis.

B. Disposal of Household Solid Waste at Designated Sites

1. Household solid waste shall be taken to such resource landfill, transfer station, or processing facility which is approved and permitted by the PaDEP and/or other appropriate state regulatory agency and approved by the Township.
2. The cost of disposal at the designated facility shall be fixed by the contract between the facility and the Contractor and shall be provided as part of the Bid Proposal in the Landfill, Transfer Disposal Affidavit. Contractor shall be responsible for any and all disposal costs associated therewith.
3. Solid Waste from Agricultural, Commercial or Industrial Firms or from institutions or government agencies, other than municipal facilities specified, shall not be included in the

scope of services. These wastes shall be collected and disposed of by private arrangements between owners and contractors.

C. Compostable Materials

1. Composting of such materials as yard waste, leaves, Christmas trees, etc. is required by the Township in accordance with Pa Act 101. All compost materials must be collected separately, processed and marketed, and not mixed in with regular solid waste.
2. The bidder shall indicate in his or her bid where and how these and/or other compostable materials will be taken to a composting facility. Contractor is responsible for any and all disposal costs for these materials.
3. Contractor is required to report tonnages of all compost material collected from within East Rockhill Township for the entire length of the Contract.

D. Disposal and/or Marketing of Recyclable Materials

1. All recyclables must be collected separately, processed and marketed and not be mixed in with regular solid waste. Bidders should include a letter indicating the facility that will accept the recycling materials collected from East Rockhill Township for the entire length of the contract.
2. The Contractor will retain any non-governmental revenues resulting from the sale of the materials collected.
3. The Contractor is responsible for the implementation and adherence to all Township, County and PaDEP Ordinances, rules and regulations, including but not limited to those set forth in Pa ACT 101 and Pa Act 140.
4. It is the Contractor's responsibility to report tonnages of all recyclables collected along its hauling routes to the Township and/or the Township's designated recycling coordinator.
5. If a recycling incentive program is adopted by East Rockhill Township, it is the Contractors responsibility to participate in the program and adhere to the program requirements.

E. Obligations of the Contractor

1. The Contractor shall, at his or her own cost and expense, and in strict conformity with the specifications contained herein, furnish all the material, labor and equipment for the collection, removal, recycling, transportation, and disposal of solid waste, recycling, bulky waste and yard waste, as herein defined, from all residential units subject to collection under these specifications with East Rockhill Township.
2. The Contractor shall comply with all Township ordinances, and regulations, especially the Solid Waste and Recycling Ordinance, Chapter 20 of the East Rockhill Township Code of Ordinances, to ensure the proper storage and placement of both recyclable materials and the remaining residential solid waste for efficient collection by the contractor, education of the

households subject to these activities, and enforcement of the provisions of the ordinances related to source separation, recycling and collection.

3. The Contractor shall report all tonnages of solid waste, compost material and recycling collected from East Rockhill Township on a Quarterly or Monthly basis.
4. The Contractor shall be responsible for supervision and compliance with all aspects of the contract with the Township. The Contractor shall employ and designate one or more responsible supervisors who shall be present at all times (7:00 AM to 4:00 PM) in the Township while collections are being made. Said supervisors should be available to monitor the collections being made and receive any complaints; Contractor shall receive complaints daily (Mon-Friday) from the Township office; Contractor's supervisors will answer any inquiries', and if possible resolve any disputes with the respect to the services supplied pursuant to this contract. The Township must receive a written response from the Contractor within 48 hours of receipt of the complaint regarding how each complaint was handled. Further, the Contractor shall have available any employee who may be contacted at a local telephone number for responding to any inquiries or complaints in connection with the services provided hereunder.
5. Inspection. The Township, or its authorized representative, may at any time inspect the collection procedures being made and the billing practices being implemented pursuant to the service contract and may require correction of any improper performance or any deficient performance therein through the designated responsible supervisors(s) of the Contractor.
6. Contractor shall provide to the Township a list of all vehicles and major items of equipment to be used or being used for collection and transportation of household solid waste and recyclable materials, including their type, capacity, gross and empty weight, and license number. The list shall be updated whenever any changes occur in the vehicles and equipment being used. All trucks used for the collection of household solid waste shall be specifically designed to prevent leakage of any liquids or fluids. Open type vehicles may be used only for the collection of Christmas trees, bulky items, or other large items, which are not likely to be blown out of the truck and litter the highway. Contractor is responsible to clean up any and all items or materials, which come from the vehicle. Additionally, if Contractor fails or is unable to clean up items, materials or debris, the Contractor will be held responsible to pay for any all services that the Township would deem necessary for cleaning up those items.

F. Liquidated Damages

1. It is understood that the orderly and proper collection of Solid Waste, recyclable materials and yardwaste, as defined herein, is a matter of serious and vital concern to the Township because of the effect that it has upon the health and welfare of its residents. Likewise, it is anticipated that occasional minor breaches by the successful bidder of its collection and disposal duties hereunder may occur during the course of the performance of the services herein set forth. Since many of these breaches are incapable of prompt and reasonable

calculation, the following stipulated liquid damages may be imposed by the Township Manager or his authorized representative, whose determination shall be final.

2. The contractor which is awarded the bid will be responsible to provide funds to set up an account upon signing of contract. The escrow account will be set up with a minimum of \$5,000.00 to be used for payment of liquidated damages. Contractor will be responsible to replenish funds within 10 days to maintain the minimum balance. Should the Contractor not maintain the minimum balance, Contractor will be considered to be in default of the contract and bonding company will be notified.
 - a) Failure of a truck and crew to operate over and finish a regular route - \$500.00 per route/per occurrence
 - b) Failure to collect refuse properly in place from a household -\$50 per location
 - c) Using or maintaining truck in a leaking or unsanitary condition -\$500 per offense.
 - d) Failure to clean up any materials spilled or draining off equipment - \$500 per offense.
 - e) Failure to report quantities collected to the Township in a timely fashion - \$500 per occurrence and 100% of damages due to loss of State Funding.

G. Transportation Routes

1. The Contractor shall instruct the vehicle drivers to use major transportation routes and avoid residential and non-numbered routes in transporting the recyclable materials and household solid waste to the disposal facilities.

H. Equipment

1. 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, Bucks County and the Township. Vehicles and equipment shall not be overloaded, and shall be cleaned at regular intervals. Vehicles and equipment shall display the name of the contractor in locations plainly visible on both sides of the vehicle or piece of equipment.
2. All vehicles shall obey traffic laws, rules and regulations of the Commonwealth of Pennsylvania, Bucks County and the Township.
3. Each vehicle shall be equipped with at least one broom and shovel to clean up refuse that may be spilled or otherwise scattered during the process of collection, transportation or disposal.
4. The Contactor 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 during hours of collection or in the

event of an emergency. In the latter case, the Township Manager shall be promptly notified and the vehicle or equipment moved to a proper location as soon as possible after the emergency is ended.

I. Employees

1. Contractor's employees are expected to conduct themselves in a law obeying and respectful manner at all times. The Township Manager, or authorized representative of 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:
 - a) Intoxication;
 - b) Use of controlled substances (i.e. illicit drugs);
 - c) Use of loud, profane, vulgar or obscene language;
 - d) Soliciting gratuities or tips;
 - e) Refusal to collect or handle refuse as herein required and defined if properly stored and placed for collection.
 - f) Wanton or malicious scattering or spilling of wastes to be collected under this contract;
 - g) Any act which may constitute a public nuisance in the performance of this contract.

J. Payments/Collection of Fees

1. The Contractor shall be responsible for the direct billing and collection of all charges permitted by the contract to each individual property owner.
2. Billing must be on a monthly or quarterly basis.
3. The Township will provide (to the best of its ability) a copy of names and addresses of all of the residential households to be serviced under the contract. Contractor will be responsible to verify the list provided.
4. Contractor shall be responsible for the timely payment of all disposal costs due to the designated disposal facility or facilities for all solid waste and recyclable material collected pursuant to this contract.
5. Contractor shall indemnify, and hold harmless the Township from any claims, suits, damages, fees, costs and expenses (including reasonable attorney fees) related to or arising out of payments or failure to pay any disposal fee billed by the designated disposal facility

and/or the billing and collection of the charges billed by the Contractor to individual property owners for services under this contract.

6. The contract price for services of collection, removal, transportation, and disposal of municipal waste, solid waste, recyclables, yard waste and bulky waste shall be the fee imposed for said services covered by the contract. Contractor will develop such mechanisms as it deems appropriate and as are permitted by law, to provide for the enforcement of the payment of said fee by households who receive the services.
7. The Contractor shall provide a program to allow the household to suspend service for up to three (3) consecutive months during a twelve (12) month period at no cost to the household and without fee. The minimum time for suspending service is a consecutive period of four (4) weeks.

VI. DETAILED SPECIFICATIONS

A. Bidders are further advised that upon the award of the Bid, all of the provisions set forth in these Detailed Specifications shall be a part of the service contract.

1. Collection of Household Solid Waste and Recyclable Materials including Yardwaste. The Contractor shall collect the recyclable materials, compostable materials that include leaves; household solid waste and such other items as are provided for herein from every household within the East Rockhill Township Trash District as identified herein, and/or as otherwise set forth herein under Alternative Bids 1C and 2C. The regular household solid waste and recycling shall be collected once a week on the same day as set forth herein. Yard waste, including leaf collection, shall be provided to every designated household and shall be picked up either weekly or monthly depending on the contract selected on the same day as regular solid waste/recycling collection.
 - a) Schedule. The collection schedule of solid waste, recyclable materials and yardwaste shall not be changed without the express written approval of the Township. The Contractor shall notify every designated household at least one month in advance of any change to the collection schedule. The Contractor shall provide each designated household with a schedule showing the day(s) of the week on which the regular household solid waste and recyclable materials will be collected.
 - b) Holidays. There shall be no collection service provided on the following holidays: New Year's Day, Memorial Day, Fourth of July (Independence Day), Labor Day, Thanksgiving Day and Christmas Day. Designated Households whose collection day falls on one of those holidays shall have collection provided the next business day following the holiday.
 - c) Hours and Days of Collection. The Contractor's collection vehicles may start collecting solid waste, recycling and/or yard waste at 7:00 AM and continue to completion of the route, but no later than 4:00 PM, with the exception of weather emergencies, Tuesday through Thursday. No collections will be made on Saturdays or Sundays without the express written approval of the Township.
 - d) Collection locations. The designated households are to be instructed to place all household solid waste containers and recyclable materials containers at the curb or within five feet of the roadway on each collection day, prior to the time of collection.
 - e) Routes. The Contractor's vehicle drivers shall be instructed to follow the same routes on each collection day so that the designated 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.
 - f) Manner of Collection. The contractor shall instruct the collection crews to make each collection with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible. Containers must be set back in the yard after

the trash is collected and may not be left in the street. Contractor is responsible to clean up any materials coming from his vehicles.

g) The Township shall direct the Contractor to notify each householder of the types of materials to be collected through the program, where to place them for collection, what container's to use, how often they will be collected, and other responsibilities of the householder. New copies of rules and regulations sent as mailers will be issued each January of every year and within 30 days after the beginning of a new contract to all new households of the Township. The Contractor shall be responsible for notifying the householders of any changes in the collection process in a timely manner.

h) The Bidders' Proposal pricing shall be for the residents located within the Township's Trash District on a compulsory basis.

(1) The Township is also asking the bidder to provide an alternative bid for providing the above-referenced Services to not only the residents of the Township's Trash District, but also any other East Rockhill Township resident who desires to commit to the terms, conditions, and length of the contract set forth herein.

2. Household Solid Waste.

a) The designated households will be instructed by the Township to place their household solid waste in the approved plastic, wheeled containers with close fitting lids or approved refuse bags, both of which shall be provided by the Contractor. Rubbish which is too bulky to fit in the container shall be broken up so as to fit, or may be securely tied in bundles not to exceed 50 pounds in weight nor exceed three feet in length, and be placed next to the containers at the curb/edge of road. Recyclable newspapers shall be tied in bundles with a string or placed in paper bags, not to exceed 50 lbs. in any one bundle or bag. Recyclable materials shall be placed in the recyclable container, not to exceed 50 lbs, and set out next to the regular trash containers.

b) The Contractor will be responsible for providing an appropriate and durable collection container, clearly marked or distinguishable as a trash receptacle. The provided container should be 64-110 gallons in size, have a tight fitting lid, and have wheels for easy maneuverability. In the event of damage to a container, it is the Contractor's responsibility to provide a new receptacle at no cost to the homeowner.

3. Recyclable Material.

a) The Contractor is required to provide single stream recycling to all designated households.

b) The recyclable materials to be collected regularly shall consist of the following:

(1) Newspapers & magazines

- (2) Office paper & Junk Mail
- (3) Cardboard
- (4) Paper board
- (5) Bi-metal
- (6) Aluminum
- (7) Clear and colored glass
- (8) Plastics #1-#7
- (9) Plastic Grocery Bags,
- (10) Other products as permissible by the Contractor

c) Additional types of recyclable materials shall be determined by joint agreement between the Township and the Contractor, and said additions shall become effective in January of each contract year. The Contractor shall be responsible for notifying the designated households of the specific day of the week Recyclables will be collected, and of any change in the recyclable materials to be collected once the recycling program is underway.

d) Collection Schedule of Recyclable Materials. The recyclable materials shall be collected once per week on the same day as regular trash/solid waste collection as set forth herein.

e) Source Separated Recyclables. The Contractor is required to collect and transport Recyclable Materials in a separate vehicle from Municipal Solid Waste. If the Contractor is determined to be commingling trash/solid waste and recycling, Contractor shall be subject to fines and penalties as contained herein.

f) Single Stream Recycling. The Contractor is required to pick up recyclable materials on the designated day, as specified herein, for the contract period selected from every household in the East Rockhill Township Trash District. Designated Households will be responsible for placing the provided recycling container alongside the regular solid waste containers. The Contractor must offer single stream recycling to all designated households in order to allow recyclable materials to be co-mingled in the provided recycling container. It will be the responsibility of the Contractor, not the household, to separate the recyclable materials for sale or recycling.

g) The Contractor shall be responsible for providing an appropriate and durable recycling collection container, clearly marked or distinguishable as a recycling container. The provided container should be at least 26 gallons in size and come with a secure fitting lid. In the event of damage to a container, it is the Contractor's responsibility to provide a new receptacle at no cost to the homeowner.

4. Recycling Incentive Program

- a) Bidders shall familiarize themselves with the "RecycleBank" and/or an equivalent program.
- b) Bidders are encouraged to provide a Bid amount for the RecycleBank or an equivalent recycling incentive program: however, Bidders will not be excluded from consideration if no Bid is provided for the optional recycling incentive program service.
- c) Bidder must provide statement of qualifications for the proposed recycling incentive program Sub-Contractor
- d) Bidder must provide program details for the proposed recycling incentive program
- e) All costs for the recycling incentive program must be included in Option "B" pricing for bids for solid waste & recycling services with recycling incentive program.

5. Yardwaste Collection.

- a) Yardwaste collection shall be provided at curbside. Yardwaste shall be bundled in neat bundles not exceeding 4-6 feet in length, with branches limited to no greater than 5 inches in circumference.
- b) Leaf collection shall be provided at curbside. Leaves shall be in compostable bags privately purchased at any home improvement store or provided by the Contractor depending on the bid selected.
- c) There will be no limit to the number of bags per household. However, designated household shall register address of collection and estimated number of bags/bundles on a **Contractor provided website or call center.**

6. Collection of Bulky Waste.

- d) Bulky waste, such as worn-out furniture, old appliance ("White goods"), materials or items from residential property, etc. which can be handled by two people shall be collected one per week or once per month depending on the bid selected.
- e) Old tires shall be collected at any time when tires are placed at the collection location along with the recyclable materials.
- f) Contractor shall provide an on-line or telephone registration system to allow residents to notify Contractor of Bulky Waste for Collection.
- g) **The collection of Bulky-waste is not to be part of, or included in the per-bag bid price. In all Options the Pay-Per-Bag Price shall include a schedule of costs for per item collection of Bulky Waste.**

7. Per Bag Collection. Contractor shall provide a refuse bag method for those households electing to dispose of household solid waste on a fee per bag basis in addition to the required base services listed below:

- h) Recyclables one (1) time per week on the same day as trash/solid waste collection;

- i) Yardwaste/Leaves: depending on which bid is selected weekly or monthly leaf collection at curbside in compostable bags; weekly or monthly yardwaste collection at curbside.
- j) Contractor shall provide residents with an on-line or telephone registration system to notify contractor of Yardwaste Collection.

VII. PROPOSALS

A. The Contractor shall provide service for each Option and Alternative awarded by the East Rockhill Township Board of Supervisors. The Board of Supervisors shall select collection Option(s) for the contract period of three (3) years in accordance with any of the option proposals submitted. Additional one-year renewal periods may be approved at the sole option of the Township no later than four months prior to the expiration of the first three (3) year term and subsequent year thereafter.

The Contractor shall provide collection, removal, transportation and disposal from within the territorial and geographical boundaries of Township's Trash District, and/or as otherwise set forth herein at Alternative Bids 1C and 2C, in strict compliance with the specifications contained herein.

B. Collection Options

1. Option #1A –Township Trash District: Three-year contract with two additional one-year renewal periods at the Township's sole option for Once-Per-Week Collection.

a) Unlimited Service to residents within the Township's Trash District including the following:

(1) Unlimited trash, solid waste & refuse shall be collected once a week on a Tuesday, Wednesday or Thursday. Designated Households may choose from an unlimited solid waste collection plan utilizing a 96-110 gallon, Contractor provided, wheeled container;

(2) Single Stream Recycling shall be collected once per week from 26 gallon or larger containers provided by the Contractor;

(3) Unlimited, weekly collection of Yard Waste bundled or bagged and bagged leaves. Grass Clippings are excluded. Notice to Hauler required.

(4) Unlimited, weekly collection of Bulky Waste. Notice to Hauler required.

b) Weekly Pay-Per Bag Service to residents within the Township's Trash District shall include the following:

(1) Weekly collection of trash/solid waste/refuse in contractor provided bags;

(2) Weekly collection of Single Stream Recycling from 26 gallon or larger containers provided by the Contractor.

(3) Weekly collection of Yard Waste bundled or bagged and bagged leaves. Grass Clippings are excluded. Notice to Hauler Required.

(4) Fee Schedule for per item disposal of Bulky Waste.

2. Alternate Bid #1 B shall be identical service as Option #1A with providing, implementing and coordinating a recycling incentive program such as Recycle Bank or an equivalent program.

3. **Alternate Bid #1C shall be identical to services provided under Option #1A, except that such services will be provided to Township residents that specifically request such services, both within and outside of the Township's Trash District.**
4. **Option #2A-Township Trash District: Three-year contract with two additional one-year renewal periods at the Township's sole option for Once-Per Week Collection of Solid Waste and Recycling and Once-Per-Month Collection of Yard Waste and Bulky Waste.**
 - a) Unlimited Service to residents within the Township's Trash District including the following:
 - (1) Unlimited trash, solid waste & refuse shall be collected once a week on a Tuesday, Wednesday or Thursday. Designated Households may choose from an unlimited solid waste collection plan utilizing a 96-110 gallon, Contractor provided, wheeled container;
 - (2) Single Stream Recycling shall be collected once per week from 26 gallon or larger containers provided by the Contractor;
 - (3) Unlimited, once per month collection of Yard Waste bundled or bagged and bagged leaves. Grass Clippings are excluded. Notice to Hauler required.
 - (4) Unlimited, once per month collection of Bulky Waste. Notice to Hauler required.
 - b) Weekly Pay-Per Bag Service to residents within the Township's Trash District shall include the following:
 - (1) Weekly collection of trash/solid waste/refuse in contractor provided bags;
 - (2) Weekly collection of Single Stream Recycling from 26 gallon or larger containers provided by the Contractor.
 - (3) Once per month collection of Yard Waste bundled or bagged and bagged leaves. Grass Clippings are excluded. Notice to Hauler Required.
 - (4) Fee Schedule for per item disposal of Bulky Waste.
5. **Alternate Bid #2B shall be identical service as Option #2A with providing, implementing and coordinating a recycling incentive program such as Recycle Bank or an equivalent program.**
6. Alternate Bid #2C shall be identical to services provided under Option #2A, except that such services will be provided to Township residents that specifically request such services, both within and outside of the Township's Trash District.
7. **Option #3-Township Trash District: A Three-year contract with two additional one-year renewal period at the Township's sole option for Once-Per Week Collection of**

Solid Waste and Recycling and limited Bulky Waste Collection and Limited Yard Waste Collection.

a) Unlimited Service to residents within the Township's Trash District including the following:

(1) Unlimited trash, solid waste & refuse shall be collected once a week on a Tuesday, Wednesday or Thursday. Designated Households may choose from an unlimited solid waste collection plan utilizing a 96-110 gallon, Contractor provided, wheeled container;

(2) Single Stream Recycling shall be collected once per week from 26 gallon or larger containers provided by the Contractor;

(3) Monthly collection of Pay-Per-Bag Yard Waste bundled or bagged and bagged leaves. Grass Clippings are excluded. Notice to Hauler required.

(4) Pay-Per-Item Per Schedule of Prices collection of Bulky Waste. Contractor to provide Price List for Bulky Waste Disposal. Notice to Hauler required.

b) Weekly Pay-Per Bag Service to residents within the Township's Trash District shall include the following:

(1) Weekly collection of trash/solid waste/refuse in contractor provided bags;

(2) Weekly collection of Single Stream Recycling from 26 gallon or larger containers provided by the Contractor.

(3) Once per month pay-per bag collection of Yard Waste bundled or bagged and bagged leaves. Grass Clippings are excluded. Notice to Hauler required.

(4) Fee Schedule for per item disposal of Bulky Waste.

C. Administration

1. Contractor will be responsible to directly schedule, bill and collect from each residential unit for total price due in accordance with the bid prices herein provided;
2. Contractor is responsible for directly paying disposal costs to designated disposal facilities, stations or services.
3. The Contractor shall maintain all manifests, weight slips or other documentation documenting quantities of solid waste, recycling, and yardwaste collected from within East Rockhill Township and the disposal or recycling center where the material was taken. Quarterly Reports shall be submitted to the Township detailing this information.
4. The bid prices are fixed monthly costs for the term of the contract. No additional sur-charges or taxes are permitted to be added to the fixed monthly costs.

5. Collection Schedule shall be a Tuesday, Wednesday or Thursday and shall be between the hours of 7:00 A.M. and 4:00 PM.
6. Contractor is responsible for annual communication with residents regarding their service, as specified herein.
7. The Contractor must provide and maintain an office within reasonable proximity of the Township with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service shall be maintained on all collection days between the hours of 7:00 AM and 4:30 PM. The Township shall list the Contractor's telephone number in the Telephone directory along with other listings for the Township.
8. The Contractor shall provide an on-line and/or telephone system for registering yardwaste and/or bulky waste for collection. The Contractor shall provide written instructions to customers and the Township on how to schedule collection of yardwaste and/or bulky waste.
9. A supervisor of the Contractor designated by the Contractor shall report to the Contract Administrator within one (1) hour of the start of the Collection day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day.
10. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received, and the action taken to remedy the complaints. The Complaint log shall be available for inspection by the Township.

D. Service Area

1. The East Rockhill Trash District shall refer to approximately 180 homes within the Pines at Pennridge I & II neighborhoods identified on the Map contained herein. Bid Options 1A, Alternate 1B, 2A, Alternate 2B and 3 all consist of Services provided only to residents located within the Township's identified Trash District.
2. Residents living outside of the Trash District include all dwelling units located outside the Trash District identified herein but within the municipal boundaries of East Rockhill Township, Bucks County, Pennsylvania. Bid Alternate Options 1C and 2C consist of Services provided to any and all Township residents living within and/or outside of the designated East Rockhill Trash District that notify the Township and/or Contractor, in writing, that they want to take part in the solid waste, recycling and yard waste collection, removal, transportation and disposal Services provided under this bid and contract.
3. The undersigned, having carefully inspected East Rockhill Township's Trash District and East Rockhill Township, either personally or through duly authorized representatives, and also having carefully read and examined the Specifications for Residential Solid Waste, Recycling, Yardwaste and Bulky Waste Collection and Disposal in East Rockhill Township with accompanying Instructions to Bidders and Affidavits, either personally or through duly

authorized representatives, which documents are understood and accepted as sufficient for the purpose herein expressed; **hereby** proposes to comply with said requirements and to furnish all labor, equipment, services, and facilities in accordance with said Specifications and Affidavits.

E. Contract For Solid Waste Collection, Recycling And Disposal beginning January 2, 2012:

CONTRACT

THIS CONTRACT made this ____ day of _____, 2011 by and between EAST ROCKHILL TOWNSHIP, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the Township, and _____, Of _____, County of _____, State of _____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and the payments herein agreed upon to be made, it is agreed as follows:

Contractor agrees to provide the Services, as defined in the bid specifications and related documents, in a manner and form in accordance with the Information to Bidders, General Conditions, Bid Proposal, Bid Specifications, and all other Bid Documents related to the collection, removal, transportation and disposal of solid waste, recyclables, yard waste and bulky waste. All Bid Documents, including but not limited to the Bid Specifications, Notice to Bidders, General Conditions, Bid Proposal and related documents and forms are specifically incorporated herein and shall be considered a material part of this Contract, for a Three Year Period commencing in January 1, 2012 and ending on December 31, 2014. The Township shall have the sole right and option to renew this Contract for two (2) one (1) year periods following the initial three year term.

The Township does hereby award to the Contractor the following Bid Options and/or Alternatives that are deemed to be in the best interests of the residents of East Rockhill Township:

The specific Bid Options and/or Alternatives awarded by the Township to the Contractor are identified above, attached hereto and specifically incorporated herein.

If the work under this contract shall be abandoned by the Contractor, or if this contract shall be assigned or the work subcontracted by him other than as herein specified, or if at any time the Township shall be of the opinion and so certify in writing 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 set forth in the bid documents, or is executing the same in bad faith or not in accordance with the terms thereof and/or not complying with the requisite State, County and/or local law and/or regulations, the Township may cancel and terminate this contract by a written notice to be served upon the Contractor either personally, by mail or by leaving it at his/her office. The Township shall thereupon have the power and is 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 the contract, and in such cases, the Township shall have the power and is hereby authorized to charge to the Contractor the amount of loss suffered by the Township, and collect the same out of the bond filed by the Contractor.

Any damages caused by the contractor to the East Rockhill Township and/or private property shall be repaired by the contractor to the original condition, in the sole judgment of the Township. The contractor shall notify the Township of any damage immediately upon discovery of same.

The Contractor shall comply with all the requirements and conditions set forth in the bid documents, including but not limited to the Information to Bidders, General Conditions, Bid Specifications, Bid Proposals, and/or all other Bid Documents. Contractor shall also comply with all applicable State, County and/or local laws and/or regulations.

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold Township and its elected and appointed officials, employees and authorized volunteers harmless from and against any and all claims, losses, damages, expenses, causes of action and liabilities, including, without limitation, attorney’s fees, arising out of or related to Contractor’s services performed under this Contract or operations incidental thereto, unless such claims arise from the sole negligence of Township. Such obligation to indemnify, defend and hold Township and its elected and appointed officials, employees, agents and authorized volunteers harmless shall survive the termination of this Contract. Contractor shall further provide and maintain the requisite insurance coverage as set forth within the bid documents and name the Township as an additional insured.

Township may terminate this Contract for any reason, not otherwise set forth herein, if determined to be in the best interest of the Township.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

EAST ROCKHILL TOWNSHIP

By: _____
Chairman

Attest: _____
Secretary

[NAME OF THE CONTRACTING UNIT]:

I OR We

Of

[Complete Address]

Hereby agree to provide complete performance in accordance with the Contract, Bid Specifications and all other Bid Documents for the Prices listed on the Proposal Sheets.

NOTE:

Bidders are required to sign all Option Proposal Sheets

Bidders are invited to bid on all or any Option Proposal.

Affix Seal if a corporation

Signature

Title: _____

Printed Name: _____

F. BID TABULATIONS

8/11/2011

East Rockhill Township
Trash Recycling Bid Tabulation Sheet

Option 1	A		B	
	Per Dwelling Unit/month	Monthly flat fee + Per Bag Weekly Pay Per Bag Service	Per Dwelling Unit/Month Weekly Unlimited Base Service with Recycling Incentive Program	Monthly flat fee + Per Bag Weekly Pay Per Bag Service with Recycling Incentive Program
Units bid				
Year 1	\$ _____	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____	\$ _____
Year 4 - Township Option	\$ _____	\$ _____	\$ _____	\$ _____
Year 5- Township Option	\$ _____	\$ _____	\$ _____	\$ _____

Option 1	C	
Units bid	Per Dwelling Unit/month	Monthly flat fee + Per Bag Weekly Pay Per Bag Service
Year 1	\$ _____	\$ _____
Year 2	\$ _____	\$ _____
Year 3	\$ _____	\$ _____
Year 4 - Township Option	\$ _____	\$ _____
Year 5- Township Option	\$ _____	\$ _____

Bidder's
Printed Name: _____

Bidder's
Signature: _____

Date: _____

—

Option 2	A		B	
Units bid	<u>Per Dwelling Unit/month</u> Weekly Unlimited Trash & Recycling with Monthly Yardwaste & Bulky Waste Service	<u>Monthly flat fee + Per Bag weekly Pay per Bag Service, Weekly Recycling and Monthly Yardwaste Collection</u>	<u>Per Dwelling Unit/Month weekly Unlimited Trash & Recycling with Monthly Yardwaste & Bulky Waste Service with Recycling Incentive Program</u>	<u>Monthly flat fee + Per Bag weekly Pay per Bag Service, Weekly Recycling and Monthly Yardwaste Collection with Recycling Incentive Program</u>
Year 1	\$ _____	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____	\$ _____
Year 4 - Township Option	\$ _____	\$ _____	\$ _____	\$ _____
Year 5- Township Option	\$ _____	\$ _____	\$ _____	\$ _____

Option 2	C	
Units bid	<u>Per Dwelling Unit/month</u> Weekly Unlimited Trash & Recycling with Monthly Yardwaste & Bulky Waste Service	<u>Monthly flat fee + Per Bag Weekly Pay Per Bag Service, Weekly Recycling and Monthly Yardwaste Collection</u>
Year 1	\$ _____	\$ _____
Year 2	\$ _____	\$ _____
Year 3	\$ _____	\$ _____
Year 4 - Township Option	\$ _____	\$ _____
Year 5- Township Option	\$ _____	\$ _____

Bidder's
Printed Name: _____

Bidder's
Signature: _____

Date: _____

—

Option 3			A	B
Units bid	<u>Per Dwelling Unit/month</u> Weekly Unlimited Trash & Recycling with Monthly Yardwaste & Bulky Waste Service	Monthly flat fee + Per Bag Weekly Pay Per Bag Service, Weekly Recycling	<u>Per Bag</u> Monthly Yard Waste	<u>Per Schedule</u> Bulky Waste per item per Schedule
Year 1	\$ _____	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____	\$ _____
Year 4 - Township Option	\$ _____	\$ _____	\$ _____	\$ _____
Year 5 - Township Option	\$ _____	\$ _____	\$ _____	\$ _____

Bidder's
Printed Name: _____

Bidder's
Signature: _____

Date: _____

—

G. Please describe how the household will pay for the per-bag collection options, how they obtain the required bags what type and size bags they must use: _____

H. Please Name the proposed Recycling Incentive Program Subcontractor and attach qualifications and program information for review by the Township. _____

I. Insurance Requirements

1. The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract, insurance in conformance with all the requirements of Pennsylvania Law and/or this Contract, whichever provides greater coverage. The insurance policy shall name East Rockhill Township as an Additional Insured and shall fully indemnify the Township from any and all actions resulting from Contractor's actions under this contract and/or from any and all other claims relating to this contract.
2. Upon notification by the Township, the lowest responsible bidder shall supply to the Township, within five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.
3. Indemnification. The Contractor shall indemnify and hold harmless the Township of East Rockhill from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Township on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

Bidder's Signature: _____
Date: _____

VIII. EXCEPTIONS TO THE SPECIFICATIONS

A. Contractor shall list any exceptions to the specifications:

Bidder's Signature: _____

Date: _____

BIDDING DOCUMENTS CHECKLIST

- _____ Photo Copy of License to Operate in the Commonwealth of Pennsylvania.
- _____ Statement of Bidders Qualifications, Experience and Financial Ability
- _____ A bid guaranty in the form of a bid bond, certified check or cashier's check in the amount of 10% of Option 1 Three Year Contract.
- _____ Stockholder statement of ownership.
- _____ Consent of Surety
- _____ Proposal
- _____ Bidder's Affidavit
- _____ Bid Security
- _____ Affidavit Regarding Accepting Provisions of Workmen's Compensation Act
- _____ Affirmative Action Affidavit
- _____ Non-Collusion-Affidavit
- _____ Landfill, Transfer Facility, Disposal Facility –Affidavit
- _____ Composting Affidavit
- _____ Composting Questionnaire

BIDDER'S AFFIDAVIT

I, _____ being duly sworn, depose that he resides at

And that he is 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

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 to the best of my knowledge

and belief.

(Affiant)

Subscribed and sworn before me

This _____ date of 2011

(Notary Public)

My commission expires _____.

(SEAL)

INSURANCE REQUIREMENTS

The contractor shall maintain, during the entire duration of the contract, sufficient multi-peril liability insurance, worker's compensation insurance, and commercial risk insurance to hold East Rockhill Township and its agents harmless from any liability or breach of contract, or other agreement, arising from the undertaking of this contract.

- A. All policies shall include a ten (10) day notice to East Rockhill Township prior to cancellation.
- B. Minimum Required Coverage:
 - 1. Worker's Compensation as required by the Commonwealth of Pennsylvania.
 - 2. Contractor's Public Liability with a limit of \$2,000,000.00
 - 3. Property Damage with at least a \$1,000,000.00 limit.
 - 4. All Risk: The contractor will be responsible for any damage to Township facilities damaged during the course of fulfilling this contract.
- C. East Rockhill Township and its agents must be named as additionally insured on all policies.
- D. Copies of Insurance Certificates must be filed with East Rockhill Township.

BID BOND

There is enclosed herewith a bid bond or certified check, drawn to the order of the Township of East Rockhill Township, in the amount of 10% of the total base bid price for Year One (1) as required in the Bid Specifications contained herein; and duly executed consent of surety from an approved surety company licensed to conduct business in the Commonwealth of Pennsylvania agreeing to furnish the Township of East Rockhill the required performance and completion bond upon award of the contract.

It is understood that the bid bond and/or certified check is submitted and shall be subject to the terms and conditions stipulated herein.

The undersigned bidder, submitting this proposal, certifies that this bid is genuine; that it is in no respect collusive; that it is not a sham, directly or indirectly, with any person or bidder, to submit a sham bid, or that such other person shall refrain from bidding; and has not in any manner, either directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that or any other bidder; or to secure any advantage over the Township of East Rockhill Township or any person interested in the propose contract; and further, that such bid, or the contents herein; or divulged information, or data relative thereto to any association or to any member agent thereof; and that no Township official or employee of said Township is interested, either directly or indirectly, the bid or any portion of the bid, nor in the contract or any part of the contract which may be awarded to the undersigned on the basis of such bid.

Dated: _____ Bidder: _____

By: _____

Title: _____

Address: _____

NOTE: If the bidder is a corporation, a corporate seal must be affixed and attached hereto; and there shall be a certified copy of a Resolution of the Corporate Board of Directors indicating that the officer signing the above proposal and bid has the authority to make said proposal and bid and submit it for the Corporation.

BID BOND

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

_____ as Principal, and _____

as Surety, are hereby held and firmly bound unto East Rockhill Township as Township, in the penal sum of _____

_____ Dollars (\$ _____) for the payment of

which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this ____ day of _____, 20__.

The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for:

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 his 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 Township 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.

_____ (L.S.)
Principal

Surety

By: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended), and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND
(With Corporate Surety)

KNOW ALL MEN BY THESE PRESENTS, That we, _____

as Principal and _____

a corporation incorporated under the laws of the State of _____

as Surety, are held and firmly bound unto _____

in the full and just sum of _____

(\$ _____) dollars lawful money of the United States of America, to be paid to the above Municipality or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above Municipality, bearing even date herewith, for the undertaking of certain obligations as therein set forth.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden Principal, as Contractor, shall in all respects comply with and faithfully perform the terms and conditions of said Contract, including the Specifications and conditions referred to and made a part thereof, and such alterations as may be made in said Specifications as therein provided, and shall well and truly, and in a manner satisfactory to the Municipality fulfill all obligations as therein set forth, then this Obligation shall be void, but otherwise the same shall be and remain in full force, virtue and effect.

It is further provided that any alteration which may be made in the terms of the contract or its specifications with the express approval of the Municipality or the Principal to the other, shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration or forbearance being hereby waived.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this Bond under Seal, on

_____.

(Date of Bond)

PLACE
SEAL
HERE

Attest/Witness

CONTRACTOR

BY: _____

TITLE:

TITLE:

PLACE
SEAL
HERE

Attest/Witness

SURETY COMPANY

TITLE:

TITLE:

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

of _____, as PRINCIPAL and _____ a corporation incorporated under the laws of the State of _____ as SURETY, are held and firmly bond unto the _____, in the full and just sum of _____ (\$ _____) dollars, lawful money of the United States of America, to be paid to the said _____ or its assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with the above municipality, hereinafter called Obligee, bearing even date herewith, for the improvement of a certain section of highway or bridge in said Municipality consisting of:

for approximately the sum of _____ (\$ _____) dollars.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden PRINCIPAL shall and will promptly pay or cause to be paid in full all sums of money which may be due by contract or otherwise, to any individual, firm, partnership, association or corporation, for all material furnished or labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and became component parts of the work and for rental of the equipment used and services rendered by the public utilities in, or in connection with the prosecution of such work, then this obligation to be void, otherwise to remain in full force and effect.

The PRINCIPAL and SURETY, hereby, jointly and severally, agree with the Obligee herein that any individual firm, partnership, association or corporation, which has performed labor or furnished material in the prosecution of the work as provided, and any public utility which has not been paid in full therefore, may sue in assumpsit on this Payment Bond in his, their, or its own name and may prosecute the same to final judgment for such sum or sums as may be justly due him, them or it, and have execution thereon. Provided, however, that the Obligee shall not be liable for the payment of any costs of expenses of such suit.

RECOVERY by any individual, firm, partnership, association or corporation hereunder shall be subject to the provisions of the "Public Works Contractors' Bond Law of 1967", Act No. 385 approved December 20, 1967, P.L. 869, which Act shall be incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length recited.

It is further provided that any alterations which may be made in the terms of the contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal to the other, shall not in any way release the PRINCIPAL and the SURETY or SURETIES of any such alteration, extension or forbearance being hereby waived.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have duly executed this Bond under seal this _____ day of _____, 20____.

WITNESS:

PLACE SEAL HERE

TITLE

WITNESS:

PLACE SEAL HERE

CONTRACTOR

BY: _____

TITLE

SURETY COMPANY

AFFIDAVIT RE

ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT

State of _____)

)

) ss:

)

County of _____)

he has

Being duly sworn according to law deposes and says that they have accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with

has his

its supplements and amendments, and have insured their liability thereunder in accordance with the terms of said

it

Act with _____.

(SURETY COMPANY)

(TYPE OR PRINT) CONTRACTOR

BY _____

SIGNATURE

Sworn to and subscribed before me this _____ day of _____ A.D. 2011

My Commission Expires _____

(DATE)

BIDDER QUALIFICATION QUESTIONNAIRE

It is mandatory that each entity submitting a bid for this contract completes the Bidder Qualification Questionnaire. For purposes of this qualification questionnaire, the term “Bidder” shall include the entity that is submitting the bid for this contract and the owners, shareholders, partners, officers, directors and high managerial employees of that entity, as well as any parent corporation, subsidiary corporation, sister corporation, proprietorship, partnership, or other entity related to or associated with the entity that is submitting the bid for this contract, and the owners, shareholders, partners, officers, directors, and high managerial employees of those related, associated or affiliated entities. For purposes of this Qualification Questionnaire, the term “Bidding Entity” shall mean the entity that is submitting the bid for this contract.

All qualification questionnaires must be answered. The failure to complete any portion of this Qualification Questionnaire shall render a bid non-responsive. Any omissions or misrepresentations will also render a bid non-responsive. The Township shall reject all bids that are non-responsive.

In the space provided and using additional sheets, if necessary, please answer the following questions:

1. Please list the names of any parent corporation, subsidiary corporation, sister corporation, affiliated corporation, proprietorship, partnership, or other entity related to, or associated or affiliated with the “Bidding Entity”? Please write “None” if there are none.

2. How many years of experience has the “Bidding Entity” had in the collection of residential waste under municipal ordinance? _____

3. Please list names of municipalities you have serviced or are servicing under a municipal contract and provide a contact person.

4. In the last ten (10) years, has the “Bidding Entity” ever failed to complete, default or interrupt service to a municipal collection contract that was awarded to it? Yes No

If yes, please provide the following information:

a) Municipality Name: _____

b) Date: _____

c) Circumstances surrounding the default, breach, or interruption of service.

d) Time of Interruption of Service _____

e) Ultimate resolution of the default, breach or interruption:

f) Payment of damages, if any

g) Explanation, if any, by Bidding Entity for such default, breach or interruption of service.

5. At any time during any municipal collection contract between the “Bidding Entity” and any Municipality under a collection contract have any claims been made by any Municipality against the Bidding Entity’s bond (completion, performance or payment bond) as a result of default or alleged default, breach or alleged breach of contract by Bidding Entity, or for any other reason whatsoever. Yes No

If yes, provide the following information:

a) Date of claims and event _____

b) Municipality: _____

c) Circumstances surrounding the basis of any claim or claims:

d) Explanations, if any, by Bidding Entity:

e) Name and address of Bonding Company

f) Bond #: _____

g) Final Resolution of claim or claims: _____

h) If litigated, provide Court, Term and Docket number and in what jurisdiction, of any proceedings:

I, _____, being duly sworn to law upon my oath depose and say:

1. I am the _____, of _____ the bidder named herein, and I am duly authorized to respond to the foregoing questions on behalf of said bidder.

2. I have read the foregoing questions and the answers which I have submitted in response thereto are true and correct in all respects to the best of my knowledge, information, and belief.

(Name and Title)

(Company)

Sworn and subscribed before me

This _____ day of _____, 2011

(Notary Public)

AFFIRMATIVE ACTION AFFIDAVIT

I, _____, being duly sworn, depose and say
that I reside at _____, and that I am the _____ of
_____.

(Title) (Name of Company)

In such capacity and for and on behalf of _____ it is hereby affirmed and agreed as follows:

1. _____ will not discriminate against an employee
(Name of Company)
Or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex.
2. _____ will take affirmative action to insure that all
(Name of Company)
Applicants are recruited and employed and those employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but shall 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.
3. _____ will in all solicitations or advertisements for
(Name of Company)
Employees placed by or on behalf of _____ state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

(Affiant)

(Company)

Sworn and subscribed to me before this ____ day of _____, 2011.

(Notary Public)

My commission expires: _____

NON-COLLUSION-AFFIDAVIT

County: Bucks County
Municipality: East Rockhill Township
Project: Solid Waste & Recycling Collection

STATE OF Pennsylvania

COUNTY OF Bucks

The undersigned deponent deposes and says that he is the _____ of the _____ Company; that he is authorized to make this affidavit on behalf of said company in compliance with section 102.06 of Department Specifications, Publication 408, as amended and that the said company has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

(Contractor)

By _____

Sworn to and subscribed before me the undersigned notary public this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

LANDFILL, TRANSFER FACILITY DISPOSAL FACILITY- AFFIDAVIT

I, _____ being duly sworn, depose and say that I reside at _____ and I am the _____ of _____ Title

_____, it is hereby affirmed and agreed as follows:
(Name of Company)

1. _____ is a _____ duly organized and existing under the laws of the Commonwealth of Pennsylvania, and, fully qualified to transact business in the Commonwealth of Pennsylvania.
2. _____ owns and/or operates a solid waste facility under permit number _____, which was issued by the Department of _____ of the State of _____.
3. Such fully licensed and permitted disposal facility is located in _____. And meets the approval of the Department of _____ of the State of _____ and is duly licensed by _____ for disposal of solid wastes.
4. In connection with the Bid for Solid Waste and Recycling Collection and Disposal for East Rockhill Township, which bid I have read and am familiar with, has agreed to permit _____ to utilize this facility for the disposition of waste collected from East Rockhill Township for the period of _____ through _____.

(Affidiant)

(Name of Company)

Sworn and subscribed to before me
This ____ day of _____, 2011

My commission expires: _____

(Notary Public)

SEAL

COMPOSTING- AFFIDAVIT

I, _____ being duly sworn, depose and say that I reside at _____ and I am the _____ of _____ Title

_____, it is hereby affirmed and agreed as follows:
(Name of Company)

1. _____ is a _____ duly organized and existing under the laws of the Commonwealth of Pennsylvania, and, fully qualified to transact business in the Commonwealth of Pennsylvania.
2. _____ owns and/or operates a COMPOSTING FACILITY under permit number _____, which was issued by the Department of _____ of the State of _____.
3. Such fully licensed and permitted disposal facility is located in _____. And meets the approval of the Department of _____ of the State of _____ and is duly licensed by _____ for disposal of solid wastes.
4. In connection with the Bid for Solid Waste and Recycling Collection and Disposal which includes Source Separated Compostable Materials for East Rockhill Township, which bid I have read and am familiar with, has agreed to permit _____ to utilize this facility for the disposition of waste collected from East Rockhill Township for the period of _____ through _____.

_____,
(Affidiant)

(Name of Company)

Sworn and subscribed to before me
This ____ day of _____, 2011

My commission expires: _____

(Notary Public)

SEAL

COMPOSTING QUESTIONNAIRE

Composting Materials will be taken to:

Yardwaste, Leaves, etc. _____

Christmas Trees _____

Bidder: _____

By: _____
(Authorized Representative)

Title: _____

Address: _____

Phone Number: _____

Email: _____

Date: _____

Corporate SEAL