

BOROUGH OF TRAPPE
NOTICE TO BIDDERS

Notice is hereby given that the Borough of Trappe is requesting bids for the collection and disposal of solid waste and recycling including garbage and trash within the Borough limits. All bids must be submitted on the forms provided by the Borough. Specifications and bid forms may be obtained at Trappe Borough Hall, 525 W. Main St., Trappe, PA 19426. Bids must be sealed; clearly marked "Solid Waste Collection, Recycling and Disposal"; stamped and received no later than noon, Thursday, March 28, 2024. The bids shall be for two (2) years with three (3) one (1) year extensions. The contract start date is July 1, 2024. All bids will be opened promptly at noon, Thursday, March 28, 2024 at Borough Hall. Borough Council reserves the right to reject any and all bids, and to waive any non-material defects on informalities in any bid. A non-mandatory pre-bid meeting will be held on Monday, March 18, 2024 at 10:00 a.m. at Trappe Borough Hall.

BY ORDER OF BOROUGH COUNCIL,
Marcus Dolny, Borough Manager

**PUBLIC BID FOR
RESIDENTIAL SOLID WASTE
COLLECTION, RECYCLING AND
DISPOSAL
IN TRAPPE BOROUGH**

All bids must be received by the Borough on or before
Noon on Thursday, March 28, 2024

No bids will be accepted after said date and time, and any bid received after that
date and time will be returned to the bidder unopened.

Sealed bids will be publicly opened and read at
Noon on Thursday, March 28, 2024

Dated: March 8, 2024

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**SPECIFICATIONS FOR
RESIDENTIAL SOLID WASTE COLLECTION, RECYCLING AND DISPOSAL
IN TRAPPE BOROUGH**

SECTION 1.00 INSTRUCTIONS TO BIDDERS

1.01 – Scope of Services.

The services to be performed and provided consist of the collection, by the use of closed unit vehicles from the curb or alley, which includes recycling, transportation of recyclable materials and solid waste/trash, including bulky items from household units within the corporate limits of Trappe Borough, Montgomery County, Pennsylvania, hereafter also referred to as the “Borough”.

There are currently approximately 1500 households in Trappe Borough available for service. The Contractor will be responsible for providing the above-referenced services to at least this amount of households in the Borough. This count does not include (a) residential properties having more than four residential units, or (b) non-residential properties and units.

Bidders are to submit bids to perform the above-described services for (a) Base Terms of two (2) years and (b) three (3) one-year extensions to the Base Terms, which shall be optional years of service to be executed by the Borough at the Borough’s sole discretion.

Disposal of solid waste shall be at a lawfully approved facility for disposal of solid waste duly licensed to so operate in the jurisdiction where located. Collection shall follow the existing schedule in the Borough unless households are given ninety (90) days advanced notice, in writing of any change to that schedule. The existing schedule provides for all collection to occur on Wednesday, between 6:00 a.m. and 6:00 p.m. The day of collection may be changed by agreement with the Borough.

An appropriate mandatory recycling ordinance exists in the Borough, which requires single-stream curbside recycling for each unit. Recyclable materials are placed in a separate receptacle, and are collected on the same day that waste materials are collected. All Base Terms and extensions of Base Terms shall include weekly pick up of trash and bi-weekly pick up of single stream recycling, seasonal collection of holiday trees, and the monthly collection of one (1) bulk item from each household.

In order for a bid to be considered, Bidders must submit a proposal for, at minimum, the following:

1. Two (2) year Base Term;
2. The three (3) one-year extensions to each Base Term, which shall be optional years of service to be executed by the Borough at the Borough’s sole discretion.

Bidders may also submit a proposal for:

1. Alternative Service #1: Substitute weekly pickup of single-stream recycling.

The purpose of including these various services in the bid is to provide the Borough with the basis for determining the optimal and most cost-effective solid waste collection and recycling program for the Borough.

1.02 – Work To Be Performed.

The work to be done under this contract consists of:

1. Weekly pickup of residential waste generated within the corporate limits of the Borough, but not including (1) residential properties having more than four residential units, or (2) non-residential properties and units.
2. Bi-weekly pickup of single-stream recycling materials for recyclable materials generated within the corporate limits of the Borough, but not including (1) residential properties having more than four residential units, or (2) non-residential properties and units.
3. The supply of a 96-gallon trash tote with a weekly pick up and the supply of a 64-gallon recycling tote with a bi-weekly pick up at Trappe Borough Hall.
4. The supply of a 96-gallon trash tote with weekly pick up and a 64-gallon recycling tote with bi-weekly pick up at the Trappe Volunteer Fire Department.

1.03 – Containers to Be Provided By Contractor.

All parties or persons occupying premises within the Borough will be required by the Borough to use the 96-gallon trash tote and the 64-gallon recycling tote to be provided by the Contractor. The Contractor shall provide a smaller recycling tote at the request of a resident.

All material collected must be placed curbside or at a designated location in time for collection by the Contractor. Totes shall be placed for collection along the alley or street abutting the property, and not within the cartway of the street or alley, or such accessible portion of the private property as agreed to with the Contractor. Totes shall be accessible to, but not more than ten feet (10') from the side or curb of the street or alley from which collection is made, except if other arrangements are made with the Contractor. In case of dispute, the Borough Manager shall decide the permitted location of the totes. Residents are required to place all materials to be collected within the totes. The contractor shall not collect material left outside of the totes or in unauthorized receptacles, bags or bins, except for bulk pick up items as provided herein.

1.04 – Type of Recyclable Materials.

The Contractor shall collect, at minimum, all recyclable materials noted in **Appendix A** attached hereto. Recycle materials shall be collected as a single-stream. **1.05 – Collection Schedule of Recycle Materials.**

Recyclable materials shall be collected on the same day the waste materials are collected.

1.06 – Disposal and Marketing of Recyclable Materials.

All recyclable materials collected by the Contractor must be processed and marketed and not mixed in with the regular trash at a recyclable materials processing / materials recovery facility that has all required permits issued by the appropriate authorities. Written documentation indicating (a) the facility to be used for the entire term of the contract, and (b) written documentation of the aforementioned permits issued by the appropriate authorities shall be included with the bid.

The Contractor shall be prohibited from disposal of the Borough's recyclable materials or processed recyclable materials at a landfill or other waste disposal facility without written permission from the Borough. Violation of this Contract provision will be cause for termination.

Costs incidental to the processing of recyclable materials collected under this contract are the responsibility of the Contractor. The Contractor has the total responsibility of recyclable materials processing and shall bear any and all costs incurred therewith, regardless of cause. The Contractor will retain any revenues associated with the collection, except for all revenues associated with the Department of Environmental Protection performance grants or like revenues, which shall be payable to the Borough.

The Contractor shall be ultimately held responsible for establishing transportation and marketing arrangements for the recyclable materials collected in the Borough and in accordance with all applicable Federal, state, county and local laws, rules and regulations.

The Contractor shall submit a monthly report to the Borough during the contract period. Said monthly report shall be received by the Borough within ten (10) days after the end of each respective month, and said monthly reports shall include:

1. Monthly tonnage totals for all waste, recyclable materials, bulk items and any other materials collected under any of the selected optional services;
2. Monthly participation rates;
3. Program costs and any other information required to obtain grant reimbursement from the Commonwealth; and,
4. Year-to-date tonnage totals and participation rates.

The Contractor shall likewise forward an annual report summarizing the monthly totals of trash, recyclables, and any other materials collected under any of the optional services selected by the Borough. Said annual report shall be received by the Borough within fifteen (15) days after the end of each respective year.

1.07 – Monthly Collection of One (1) Bulk Item from Each Household.

Up to one (1) bulk item shall be collected from each household on the last collection day of each month. If any freon or other liquid is present in the bulk item, the Contractor shall not collect the item unless the freon or other coolant has been removed from items in accordance with PaDEP requirements.

1.08 – [THIS SECTION INTENTIONALLY BLANK]

1.09 - [THIS SECTION INTENTIONALLY BLANK]

1.10 – [THIS SECTION INTENTIONALLY BLANK]

1.11 – [THIS SECTION INTENTIONALLY BLANK]

1.12 – Seasonal Collection of Holiday Trees.

Contractor shall collect holiday trees at curbside on the third collection day in January. The Contractor shall transport holiday trees to the Collegeville-Trappe Join Public Works Department compost facility on West Seventh Avenue, Trappe Borough. The Contractor must supply adequate employees and equipment to collect holiday trees on the collection day stated.

1.13 – [*THIS SECTION INTENTIONALLY BLANK*]

1.14 – Disposal of the Remaining Household Solid Waste at Designated Site(s).

The remaining household solid waste shall be taken to such resource landfill, transfer station, or processing facility which is approved and permitted by the Pennsylvania Department of Environmental Protection or other appropriate state regulatory agency and approved by the Borough.

The cost of disposal at the designated facility shall be fixed by contract between the facility and the Contractor and shall be provided as part of the Bid Documents in the Landfill, Transfer Facility, Disposal Facility Affidavit.

1.15 – Solid Waste from Agricultural, Commercial, or Industrial Firms.

Solid waste from agricultural, commercial, or industrial firms, including solid waste from properties possessing more than four household units, or from any non-residential property excluding Trappe Borough Hall and the Trappe Volunteer Fire Department, shall not be included in this bid. These wastes shall be collected and disposed by separate arrangements between the owners of said properties and waste contractors.

1.16 – Examination of Trappe Borough.

Prior to the submission of bids all Bidders shall inspect the Borough 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.

1.17 – Specifications.

Bidders are advised to examine carefully the General and Detailed Specifications contained herein to make their own independent evaluation and judgment with respect to the circumstances affecting the cost of services and manner of their performance.

1.18 – Conditions of Service.

The Borough does not make any representations in connection with any of the supplementary materials which form part of this proposal and request for bids. The total number of household dwelling units requiring services specified is currently estimated to be 1470. All bids shall be based upon providing the required services to this minimum number of dwelling units. However, the Borough does not make any guarantee to the successful bidder as to the exact number of residential household units in the Borough. Additional residences added during the length of the contract shall not constitute additional charges.

Insofar as possible, the Contractor, in the performance of the services called for in this document, must employ such methods or means as will avoid interruption or interference with the operation of the affairs of the Borough, and shall likewise take the necessary steps to ensure that during the course of performance there will be no infringement on the rights of the public.

It is likewise understood and required that the Contractor, in the performance of the services called for in this document, shall employ such methods which shall not violate any applicable Federal, state, county or local rules and regulations, including any noise or nuisance ordinances.

1.19 – Preparation and Submission of Bids.

In order for a bid to be considered, Bidders must submit a proposal for the following:

1. Two-year Base Term;
2. The three (3) one-year extensions to each Base Term, which shall be optional years of service to be executed by the Borough at the Borough's sole discretion.

The purpose of including these various services in the bid is to provide the Borough with the basis for determining the optimal and most cost-effective solid waste collection and recycling program for the Borough.

The attachment of any conditions, limitations, or ancillary provisions by a bidder to his or her proposal may result in the classification of a bid as “non-responsive” and may render same subject to rejection, unless said attachment is deemed acceptable by the Borough.

All bids must be submitted on the bid form. All bids must be submitted in sealed envelopes bearing on the outside the name and address of the bidder, addressed to:

*Marcus Dolny, Borough Manager
Trappe Borough
525 West Main Street
Trappe, PA 19426*

On the lower left-hand side of said envelope shall be noted:

“Bid – Solid Waste Collection, Recycling and Disposal. DO NOT OPEN”

All documents, Bid Bond, Affidavits and other accompanying the bids shall be contained in the bid envelope.

All bids must be submitted and received by the Borough on or before Noon on Thursday, March 28, 2024. No bids will be accepted after such date and time, and any bids received after that date and time will be returned to the bidder unopened. Sealed bids will be publicly opened and read at Noon on Thursday, March 28, 2024.

The Borough reserves the right, in the exercise of their sole discretion, to reject any and all bids, for any reason. The Borough reserves the right to waive any non-conformity with respect to any bid or any error with respect to the same.

1.20 – Signature of Bidders.

The firm, corporation, or individual name of a bidder must be manually signed in ink upon the space provided on the bid form. In the case of a corporation, the title of the officer signing on behalf of such corporation must likewise be stated, the seal of the corporation must be affixed and the corporate officer executing the document on behalf of the corporation shall attach thereto a certified copy of a resolution of the Corporate Board of Directors indicating that officer’s authority to make such a bid and submit such a bid on behalf of the corporation. In the case of a partnership, at least one partner must follow the firm name together with an indication that the signature is that of a partner. In the event that some other agent of the partnership submits or executes a bid for the firm, he or she shall attach thereto a notarized statement executed by the proprietor that designates him or her as an agent of the partnership authorized to execute and submit the bid in question.

1.21 – Bidder's Affidavit.

Each bidder shall duly execute and deliver to the Borough, at the time of the submission of his or her bid, the Bidder's Affidavit, included hereto in **Appendix B**, and made a part of this request for bids.

1.22 – Consent of Surety.

Each bid shall be accompanied by a consent of surety from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania; and such consent of surety shall state that the surety company in question agrees to furnish the required performance bond and any other bond which is made a condition of the awarding of the contract. The consent of surety must specify and guarantee the full amount of the three (3) year Base Term, and if the option(s) to renew is/are exercised, the Contractor will have thirty (30) days from the start of the option year to submit a new surety bond. Failure to provide the required consent of surety, at the time that the bid is submitted, shall preclude a bid being considered for acceptance.

1.23 – Bid Guaranty.

Each bid must be accompanied by either a bid bond or a certified check in the amount of ten percent (10%) of the two (2) year Base Term amount, submitted as an unconditional guaranty that in the event the bid of the bidder is accepted and the service contract awarded to him or her, and shall be pursuant to the form included hereto in **Appendix B**, and made a part of this request for bids. The performance of the service contract shall likewise be duly secured by the required performance bond.

1.24 – Affirmative Action Affidavit.

Each bidder shall complete, sign and deliver at the time of the submission of his or her bid an Affirmative Action Affidavit, on the form included hereto in **Appendix B**, and made a part of this request for bids.

1.25 – Affidavit of Non-Collusion.

Each bidder shall complete, sign and deliver at the time of the submission of his or her bid an Affidavit of Non-Collusion, on the form included hereto in **Appendix B**, and made a part of this request for bids.

1.26 – Landfill, Transfer Facility, Disposal Facility Affidavit.

Pursuant to provisions of the Municipal Waste Planning, Recycling, and Waste Reduction Act 101 of July 1998, the Borough is obligated to ascertain that the ultimate disposal of the residential solid waste remaining after removal of the recyclable materials is at a facility permitted to accept such wastes. Accordingly, all residential solid waste remaining after removal of recyclable materials shall be disposed of at an approved facility which is accepted by the Borough. Accordingly, each bidder shall submit a Landfill, Transfer Facility, Disposal Facility Affidavit on the form included hereto in **Appendix B**, and made a part of this request for bids.

1.27 – Contract Bond.

Prior to the execution of the service contract, the successful bidder will be required to furnish a bond for the faithful performance of the contract, effective for the two (2) year Base Term. If the option to renew is exercised, the Contractor has thirty (30) days from the start of the renewal period to provide a surety bond acceptable to the Borough to cover the renewal term. The Contractor may reduce the bond at twelve-month intervals in proportion to the months of service completed in the Base Term.

Agents of bonding companies that write bonds for the performance of this contract shall furnish the necessary power of attorney, bearing the seal of the company, and evidencing such agent's authority to execute the particular type of bond to be furnished as well as the right of the surety company to do business in the Commonwealth of Pennsylvania.

1.28 – Competency of Bidders.

Each bidder shall furnish proof that he or she, or any parent, subsidiary, or affiliated corporation of the bidder has had at least three (3) years of experience as either the owner or principal operator of a business or businesses engaged in the collection, recycling, transportation and disposal of solid waste from cities or municipalities serving an aggregate of not less than 2,000 residential units. The Borough may 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.

Each bidder must complete and sign the Bidder's Questionnaire, on the form included hereto in **Appendix B**, and made a part of this request for bids. Failure to complete, sign and deliver the Bidder's Questionnaire at the time of the submission of a bid will cause a rejection of a bid.

1.29 – Withdrawal of Bid.

No bid may be withdrawn, altered, or otherwise modified, except in compliance with Act 4 of 1974, 73 P.S. 1602.

1.30 – Disposition of Bid Guaranty.

As soon as the three (3) lowest responsible bidders have been selected, but in any event no more than sixty (60) days from the date bids are opened, all deposits or bid bonds submitted with the bids shall be returned to bidders, except the deposits of the bids made by the three (3) lowest responsible bidders shall not be so returned until the contract has been awarded and signed.

The lowest responsible bidder shall be awarded the contract and shall execute the service contract and furnish the required performance bonds or security within ten (10) days after receiving notice from the Borough that such bidder has been so selected. Upon execution and delivery of the service contract and the furnishing of the required performance bond or security, the deposits and bonds made by the three (3) lowest responsible bidders shall be returned to them.

In case the bidder to whom the service contract award is made shall fail to execute and deliver the service contract and the necessary performance bond or security within ten (10) days after said award, the award shall be vacated, and the Borough shall award the service contract to the next lowest responsible bidder. The first bidder's deposit or Bid Bond shall be forfeited as liquidated damages and retained by the Borough, or the Borough may, at its sole option, opt to recover from such bidder the difference between the price of his or her bid and the amount of the service contract as shall be subsequently awarded, applying said deposit or Bid Bond on account thereof.

If the next lowest responsible bidder shall fail to execute and deliver the service contract within ten (10) days after said award, the award shall be vacated, and the Borough shall then award the contract to the third lowest Responsible bidder. The second lowest bidder's deposit or Bid Bond shall be forfeited as liquidated damages and retained by the Borough, or the Borough may, at its sole option, opt to recover from such bidder the difference between the price of his or her bid and the amount of the service contract as shall be subsequently awarded, applying said deposit or Bid Bond on account thereof.

If the third lowest responsible bidder shall fail to execute and deliver the service contract within ten (10) days of said award, the award shall be vacated and the Borough may not award any contract and may reissue this proposal and request for bids, modified as required to obtain a successful contract.

1.31 – Interpretation.

No oral interpretation of the meaning of the Instruction to Bidders, General or Detailed Specifications, or other contract documents will be made to any bidder, and any oral communication made by the Borough shall not be binding.

Any requests for written interpretation shall be directed in writing to the Borough Manager of Trappe Borough. Supplemental instructions, if any, will be made in the form of a written addendum to this proposal and request for bids, which, if issued, will be mailed to all parties of record having received these documents. Failure of any bidder to receive any such addenda shall not relieve the bidder of any obligation under his or her bid as submitted nor from any obligation to conform to the requirements herein or in any such addenda set forth. Any and all addenda shall be signed by a bidder and returned as part of the bid.

1.32 – Award of Service Contract.

Award of the service contract by the Borough will be made on or before ninety (90) days following the opening of bids, to the lowest responsible bidder whose bid complies in all respects with the requirements as stated herein.

The Borough reserves the right to reject any or all bids, for any reason, if the Borough, in its sole discretion, believes such is in the Borough's best interest.

The Borough also reserves the right to reject any bid where the bidder fails to furnish any of the documents required to be filed with the bid, or fails to provide any pertinent information requested, or misstates or conceals any material fact, or when the Borough determines that a bidder is not responsible.

After the bids have been opened and studied, the Borough reserves the right to choose that bid which it believes meets the best interest of the Borough, provided that such bid complies in all respects with the requirements as set forth herein.

The Borough shall determine whether a bidder is responsible and may require a bidder to submit additional documentary evidence to support the statements made by the bidder or its qualifications. The Borough may also require a bidder to show his or her equipment, and every bidder submitting a bid agrees to furnish additional information which may be required by the Borough.

1.33 – Contract Term.

The service contract awarded hereunder shall be for a Base Term of two (2) years beginning July 1, 2024. Subsequent to the Base Term the Borough may, at its sole discretion, extend the service for up to an additional three (3) years, by exercising extension options, each option of a one-year duration.

1.34 – Cancellation of Contract.

The Borough may cancel this contract for cause with a thirty (30) day written notice to the Contractor.

SECTION 2.00 GENERAL SPECIFICATIONS

Bidders are hereby advised that upon the award of the service contract, all items, conditions, provisions, and procedures set forth in the Notice to Bidders, Instructions to Bidders, the General and Detailed Specifications, 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 service contract has been awarded and has been executed and delivered such contract to the Borough.

2.01 – Obligation of Contractor.

The Contractor shall, at his or her own cost and expense, and in strict conformity with the hereinafter contained or hereto annexed specifications and service contract, furnish all the material, labor, and equipment for the collection, recycling, transportation, and disposal of solid waste, as hereinafter defined, from all residential units subject to collection under these specifications within the Borough.

2.02 – Borough Recycling Ordinances.

The Borough has an appropriate Ordinance to ensure the proper source separation of recyclable materials by each householder, proper storage and placement of both recyclable materials and the remaining residential solid waste for efficient collection by the Contractor, education of the households in these activities, and enforcement of the provisions of the Ordinances related to source separation, recycling and collection.

2.03 – Supervision by the Contractor.

The Contractor shall have available an employee who may be contacted at a local telephone number during the hours of collection on the Borough's collection day, for responding to any inquiries, or complaints in connection with the services being provided hereunder.

2.04 – Notice to the Contractor.

The place of business in the Borough designated in the proposal and bid upon which the service contract is founded is hereby designated as a place at which all notices, letters, and other communications for the Borough shall be served, and to which all notices, letters, and other communications shall be mailed or delivered. All notices specifically mentioned herein and all other communications of any kind which may of necessity be hereafter dispatched may be sent by regular mail, and the Contractor shall be deemed to have received said notice when mailed. If the document in question has been addressed to the Contractor at the aforesaid address and has been deposited in post-paid envelope or wrapper in any Post Office Box regularly maintained by the United States Postal Service, the date of service of the notice or other communication shall be the date on which the same was so deposited in the United States Mail. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or

other communications on the Contractor personally, it being agreed that personal service, while not required, is superior to the general mode of service by mail as prescribed herein.

2.05 – Inspection.

The Borough, 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 supervisor(s) of the Contractor.

It is understood that the orderly and proper collection of municipal waste, recyclable materials and bulk items as defined herein, is a matter of serious and vital concern to the Borough because of the effect same has on the health and welfare of Borough residents. Likewise, it is anticipated that occasional minor breeches 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 are incapable of prompt and reasonable calculation, the following stipulated liquidated damages may be imposed by the Borough Manager, or his or her authorized representative, whose determination shall be final.

1. Failure of a truck and crew to operate over and finish a regular route: five hundred dollars (\$500.00) per occurrence.
2. Failure to collect refuse from a household properly in place: fifty dollars (\$50.00) per location.
3. Using or maintaining a truck in a leaking or unsanitary condition: five hundred dollars (\$500.00) per offense.
4. Failure to clean up any materials spilled or draining off equipment: five hundred dollars (\$500.00) per offense.
5. Failure to transport municipal waste to the Borough-approved disposal site upon completion of collection: one thousand dollars (\$1000.00) plus tipping fee per ton collected but not delivered per day.
6. Damaged totes shall be promptly replaced at no cost to the Borough or resident.

2.06 – Competent Workers to be Employed.

The Contractor shall employ only competent and skillful workers to perform the tasks called for by the terms of the service contract, and he or she shall furnish a list to the Borough of all personnel being employed by the Contractor and working on the service contract within the Borough. Updates must be provided within three (3) business days of when a change in personnel occurs.

2.07 – Liabilities and Damages.

The Contractor shall defend, indemnify, and save harmless the Borough against and from any

and all liabilities, claims, suites, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against the Borough by reason of (a) any work performed by the Contractor or any of its agents, sub-Contractors, servants, or employees for which the Borough may be found liable: (b) any accident, injury (including the roadways or property arising out of the use thereof by the Contractor or any of its agents, sub-Contractors, servants, or employees: (c) any failure on the part of the Contractor to perform or comply with any of the covenants agreements, terms, or conditions contained in any contract awarded as a result of the submittal of a proposal in response to this specification: and (d) payments made under any Workmen's Compensation Law or under any plan for employees' disability and death benefits arising out of any use thereof by the Contractor or any of its agents, sub-Contractors, servants, or employees. The Contractor shall indemnify, save harmless, and defend the Borough from any and all claims and demands of whatever kind which arise directly or indirectly from the Contractors operations including, but not limited to, taxes and special charges by others.

2.08 – Insurance.

Each bidder shall submit with its bid a Certificate of Insurance issued by an insurance company, and satisfactory to the Borough, evidencing the existence of the mandatory minimum insurance coverage as required by this section.

The Certificate of Insurance shall designate the Borough as an additional insured and shall, at a minimum, provide the following coverage and coverage amounts:

1. General Public Liability Insurance, (non-automotive) for personal injury and damage to property shall not be less than five million dollars (\$5,000,000.00) for each occurrence and ten million dollars (\$10,000,000.00) aggregate.
2. Automobile Liability Insurance including primary combined single limit coverage and excess auto liability coverage shall not be less than one million dollars (\$1,000,000.00) for each occurrence and ten million dollars (\$10,000,000.00) aggregate.
3. Workmen's Compensation coverage shall not be less than the statutory minimum and employer liability coverage shall not be less than one million dollars (\$1,000,000.00) for each occurrence.
4. Excess insurance in the amount of ten million dollars (\$10,000,000.00) applicable to general and vehicular liability.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amount set forth above and shall name the Borough as an additional insured and be designed to protect the Borough from any and all claims for damages of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the Contractor in the performance of his or her contract, whether such obligation be controlled by the Contractor or by someone either directly or indirectly employed by him or her for the purpose of accomplishing some obligation incumbent upon the Contractor by the terms of this contract.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

2.09 – Correction of Breaches of Non-Performance.

In the event that the Contractor shall be in default of the service contract, or if the Contractor should ever fail to collect the materials required herein and such default or failure shall be uncured for a period of two consecutive scheduled working days, the Borough may, at its sole option, deem this contract to be in default.

The foregoing option of the Borough upon any default or failure of the Contractor is cumulative to its other legal and equitable rights: therefore, upon any material breach hereunder, the Borough may likewise have the option of simply notifying the Contractor's surety on its performance bond of the Contractor's obligations hereunder or forfeit the penal amount of said bond, or the Borough may likewise at the same time immediately commence all available legal and equitable remedies against the Contractor and its surety for the immediate and specific performance of this agreement and payment of all damages sustained by reason of said breach.

It is hereby stipulated and agreed that in the event of a labor stoppage: labor strike: lockout: destruction of or damage to or interruption, suspension or interference with the operation of the Contractor's equipment caused by Acts of God, fires, explosions, or other matters beyond the reasonable control of the Contractor: restraints of government, lawful orders of court, administrative agencies or governmental officers: suspension, termination or interruption of governmental licenses or permits: changes in laws, regulations or ordinances or emergencies, the Contractor shall by reasons thereof, be obligated to reimburse the Borough for any costs that exceed contract cost and the Borough's cost of performing the work specified in the service contract to be done during such period shall be charged to the Contractor as in the case of a default by the Contractor.

2.10 – Payments.

The Borough will pay to the Contractor in equal monthly installments during the Based Term period, and during any option year period, if executed by the Borough, on or before the fifteenth (15th) of each month following the previous month's work. This payment will cover work done in a previous month. The contract price shall cover the cost of all labor, material, and any other expense to complete the contract in all details.

2.11 – Assignment.

Neither the service provided nor any portion thereof, nor any of the proceeds thereof, may be assigned, sublet, or transferred to any person, firm, or corporation, except upon the prior written consent and approval of the Borough, and provided, however, that the service contract may be

assigned to any wholly owned subsidiary of the successful bidder upon the prior written notice of such assignment to the Borough, and approval by the Borough of same. Such assignment shall not release the successful bidder from any liability under the service contract.

2.12 – No Waiver of Contract.

No violation, breach, or failure of performance shall be deemed to be waived by the Borough because of payment, nor deemed to be a waiver by the Borough of its rights to cancel the service contract for repeated and continued violations that shall constitute bad and unsatisfactory performance which shall impair the health and welfare of the public, nor shall it operate to void or annul any of the other terms or conditions herein contained.

SECTION 3.00 DETAILED SPECIFICATIONS

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

3.01 – Definitions.

For the purpose of this bid, the following words and phrases shall have the meaning contained herein.

“Authorized Collector” shall mean a person, individual, partnership, or corporation or employee or agent thereof authorized by contract with the municipality to collect solid waste and recyclable materials from residential, commercial, and institutional properties as defined herein.

“Borough” shall mean Trappe Borough, Montgomery County, Pennsylvania.

“Bulk Item” shall mean large item of refuse, generally over forty (40) pounds, which is generated from the household or property including, but not limited to, appliances (white goods), large auto parts, carpeting, and furniture. Bulk items can be handled by two people.

“Collector” or “hauler” shall mean the Contractor, person, firm, agency, or public body or employee or agent thereof who is engaged in the collection and/or transportation of solid waste.

“Commercial properties” or “non-residential properties” shall mean all properties used for industrial or commercial purposes. Multiple dwelling residential buildings containing more than four (4) dwelling units, for purposes of this Agreement, shall be treated as commercial properties.

“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 decomposition.

“Composting” shall mean a microbial degradation of organic waste to produce a relatively nuisance-free product of potential value as a soil conditioner.

“Composting facility” shall mean the composting site on West Seventh Avenue, Trappe.

“Construction Material” shall mean that debris generated by a person, firm, agency, partnership, corporation, or employee or agent thereof contracted by a householder for repairs, additions or improvements to a building, structure or property.

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

Contractor” shall mean a private firm awarded a contract to provide a service.

“County” shall mean Montgomery County, Pennsylvania.

“Detachable container” or mechanical bin shall mean any metal container, which may be mechanically lifted and emptied into the collection vehicle.

“Disposal facility” shall mean a facility approved by the Borough that processes or acts upon solid waste 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 a similar licensed facility for disposal of solid waste.

“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 Federal, state and/or county regulatory agencies for lawful disposal of solid wastes.

“Drop-off center” shall mean a location established by the Borough or a private organization for the receipt or temporary storage of recyclable materials.

“Dump” shall mean a site for the consolidation of waste from one or more sources which has little or no management.

“Dwelling “and “Dwelling unit” shall mean place of residence within the Borough of one or more persons where refuse is generated through normal living habits. It shall not include apartments or buildings devoted to more than four (4) dwelling units.

“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. It does not include wastes from industrial processing or manufacturing of food products, bodies of dead animals, or human or animal excrement.

“Governing body” shall mean the Borough Council of Trappe.

“Hazardous waste” shall mean solid waste that is especially harmful or potentially harmful to public health as defined 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 Agreement, hazardous waste does not include small quantities of such waste available on a retail basis to the homeowner (e.g., aerosol cans, pesticides, fertilizers, etc.)

“Household “, “householder” and “household unit” shall mean a place of residence within the Borough of one or more persons where refuse is generated through normal living habits. It shall not include apartments or buildings devoted to more than four (4) dwelling units.

“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”.

“Municipality” shall mean a unit of local government, or the area encompassed by such units, including the Borough.

“Municipal facilities” shall mean the buildings, equipment, lands, or other facilities owned or controlled by the municipal government, including but not limited to borough hall, police station, municipal garage and volunteer firehouse.

“Municipal solid waste” shall mean garbage, refuse, industrial 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 governmental agency, or any other entity or any group of such persons which is recognized by law and subject of rights and duties.

“Private Collector” and “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, or otherwise modifies the materials provided it.

“Recyclable Material” 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 are not limited to, aluminum products, ferrous containers, bi-metal containers, glass containers, newspapers, magazines and periodicals, and plastic containers.

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

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

“Recycling Tote” shall mean a 64-gallon plastic container with wheels and attached lid that allows for wheeled transport by the household to and from the curb and is designed for mechanized pick up by the Contractor. The Contractor shall provide a smaller recycling tote at the request of a resident.

“Refuse” shall mean all solid wastes, and shall include, but is not limited to garbage, ashes, bulk 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 any municipality 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 governmental agency or any other legal entity or any group of such persons whatsoever which is recognized by law as the subject of rights and duties, which owns, leases or occupies a property located in the Borough that is used as a residence; provided, however, that in no event shall it include any multi-family structure having more than four (4) dwelling units.

“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 said dwelling units are individually owned with separate entrances.

“Residential Property” means a 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 Agreement, shall be treated as commercial properties.

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

“Residue” shall mean solid materials remaining after burning, including but not limited to ashes, metals, glass, ceramics, and unburned organic substances.

“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, including but not limited to non-recyclable glass, metal, paper, or plastic and non-compostable plant material and wood.

“Salvage operation” shall mean any business, trade or industry engaged in whole or in part in salvaging or reclaiming any product or materials, including, but not limited to automobiles, metals, chemicals, shipping 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 a Federal, state or county regulatory agency for said disposal.

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

“Single Stream Recyclable Materials” shall mean all recyclable materials placed in one container at the origin or household to be separated at an approved recycling center.

“Solid Waste” shall mean waste, including, but not limited to municipal, residual, or hazardous waste, 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 all 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 materials that are separated from municipal 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, as it repealed Act of July 7, 1980, P.L. 380, No. 97.

“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.

“Transfer Station” shall mean a facility that receives and temporarily stores solid waste at a location other than the generation site, and that 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 Tote” shall mean a ninety-six (96) gallon plastic container with wheels and attached lid that allows for wheeled transport by the household to and from the curb and is designed for mechanized pick up by the Contractor.

“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 materials.

“Waste-to-Energy Facility” shall mean an approved plant, establishment, set of equipment, or other operation approved by the Borough, that 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 Federal, state or county regulatory agency for disposal of solid waste.

3.02 – Single Stream Recyclable Materials.

Every household in the Borough shall be required to separate certain materials for recycling, under the provisions of their respective Borough’s recycling ordinance, as amended from time to time. All such recycling materials shall be placed in a receptacle dedicated for recyclable materials. The Contractor shall collect, at minimum, all recyclable materials noted in **Appendix A** attached hereto. Recycle materials shall be collected by the Contractor as a single stream.

3.03 – Collection of Household Solid Waste and Recyclable Materials, General Requirements.

The Contractor shall collect the separated recyclable materials, the remaining household solid waste and such other items as are provided for herein from every household covered by the contract in the Borough. The regular household solid waste shall be collected once each week. Recyclable materials shall be collected bi-weekly on the same day as regular trash collection.

Bulk items shall be collected on the day refuse is collected once per month.

Collection shall follow the existing schedule in the Borough unless changed by agreement with the Borough. The existing schedule provides for all collection to occur on Wednesday, between 6:00 a.m. and 6:00 p.m.

3.04 – Types of Materials to be Collected for Recycling.

The Contractor shall collect, at minimum, all recyclable materials noted in **Appendix A** attached hereto. The Borough may amend this list of recyclable materials with ten (10) days written notice to the Contractor.

3.05 – [THIS SECTION INTENTIONALLY BLANK]3.06 – Schedule.

Collection shall follow the existing schedule in the Borough unless changed by agreement with the Borough. The existing schedule provides for all collection to occur on Wednesday, between 6:00 a.m. and 6:00 p.m.

3.07 – Holidays.

There shall be no collection service on the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Collection shall occur on the next business day.

3.08 – Hours and Days of Collection.

Collection shall follow the existing schedule in the Borough unless households are given ninety (90) days advanced notice, in writing of any change to that schedule. The existing schedule provides for all collection to occur on Wednesday, between 6:00 a.m. and 6:00 p.m., with the exception of weather emergencies, in which instance the Borough Manager shall approve additional collection days and/or hours, as may be required.

No collections will be made on Saturdays or Sundays without the express written approval of the Borough.

3.09 – Collection Locations.

All material collected must be placed curbside or at a designated location in time for collection by the Contractor. Totes shall be placed for collection along the alley or street abutting the property, and not within the cartway of the street or alley, or such accessible portion of the private property as agreed to with the Contractor. Totes shall be accessible to, but not more than ten feet (10') from the side or curb of the street or alley from which collection is made, except if other arrangements are made with the Contractor. In case of dispute, the Borough Manager shall decide the permitted location of totes, receptacles, bags and bins.

3.10 – Routes.

The Contractor's vehicle drivers shall be instructed to follow the same routes on each collection day so that the householders will be able to estimate collection times. The routes, once established, shall not be changed without prior written approval from the Borough.

3.11 – Preparation of Waste for Collection.

The householders will be instructed by the Borough to place their household solid waste in the approved totes.

Householders shall ensure that all garbage is placed in the totes provided.

The Contractor shall provide totes for recyclable materials, and will provide said totes to new households.

It is the Contractor's responsibility to return totes to the householder's property after emptying said items. The Contractor shall not leave emptied totes on the roadway.

3.12 – Bulk Items.

The Contractor will collect bulk items at curbside for each residence as described herein. Bulk items shall be collected on that day, and at a frequency, as noted per the bulk item specification.

3.13 – Manner of Collection.

The Contractor shall instruct the collection crews to make each collection with a minimum of noise and traffic delay, and all totes shall be handled as carefully and quietly as possible.

It is the Contractor's responsibility to return totes to the householder's property after emptying said items. The Contractor shall not leave emptied totes on the roadway.

Contractor is responsible to clean any materials coming from Contractor's vehicles, or any materials spilled onto the ground during the emptying of any totes into collection vehicles.

All collection vehicles shall be equipped with at least one each broom and shovel.

3.14 – Acts of God and Natural Disasters.

The Contractor shall be excused without penalty from either collecting or cleaning the debris resulting from hurricanes, storms of unusually heavy winds, rain, snow, sleet, hail or other forces, other disasters or phenomena of nature or Acts of God which result in blocking or closing streets or which result in the production of substantial quantities of debris littering the streets and roads of the Borough, or any private roads and driveways necessary to be traveled over during the collection.

3.15 – Disposition of the Residential Solid Waste.

The Contractor shall dispose of residential solid waste in such a facility as approved by the Borough and approved and permitted by the PaDEP (or other state or federal regulatory agencies) which meet all Federal, state, county and local rules and regulations.

3.16 – Transportation Routes.

The Contractor shall instruct vehicle drivers to use major transportation routes and avoid

residential and non-numbered routes in transporting the recyclable materials and remaining household solid waste to the appropriate disposal facilities.

3.17 – Number and Type of Vehicles.

The Contractor shall provide to the Borough 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. Within three (3) business days of a change in the vehicles and equipment being used, the Contractor shall update this list and deliver same to the Borough.

All trucks used for 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 holiday trees, bulk items and/or other large items which are not likely to be blown out of the truck.

Contractor is responsible to collect any and all items, materials or debris, which fall from the vehicle. Additionally, if the Contractor fails or is unable to collect said items, Contractor shall be held responsible to pay for any cost incurred by the Borough to collect said items.

3.18 – Condition and Appearance of Vehicles and Equipment.

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, Montgomery County and the Borough. 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.

3.19 – Clean-up.

Each vehicle shall have at least one broom and one shovel to clean-up refuse that may be spilled or otherwise scattered during the process of collection, transportation, or disposal.

3.20 – Storage of Vehicles and Equipment.

The Contractor shall store and park all vehicles and equipment at convenient and lawful locations at Contractor's expense. Contractor vehicles and equipment shall not be parked or stored on streets or roads of the Borough except during hours of collection, or except in an emergency. In the latter case the Borough Manager shall be immediately notified and the vehicle or equipment moved to a proper location as soon as possible after the emergency is ended.

3.21 – Conduct of Employees.

The Borough Manager, or authorized representative, may request a suspension or the discharge of any employee for any one or more of the following offenses during working hours, and the Contractor shall comply with that request as soon as possible:

1. Intoxication;
2. Use of controlled substances (i.e., illicit drugs);
3. Use of loud, profane, vulgar or obscene language;
4. Soliciting gratuities or tips;
5. Refusal to collect or handle refuse as herein required and defined if properly stored and placed for collection;
6. Wanton or malicious damage or destruction of property, including waste totes, bins and receptacles;
7. Wanton or malicious scattering or spilling of wastes to be collected under this contract; and,
8. Any act which may constitute a public nuisance in the performance of this contract.

3.22 – Breach.

Non-performance of its obligations by the Contractor which are substantial and/or such as to endanger the health and welfare of the households in the Borough may, at the option of the Borough, be sufficient cause for the Borough to terminate the contract and/or require performance under the performance bond of the Contractor, provided however that such option shall not be exercised if the non-performance is caused by the following:

1. unavoidable casualties to a majority of the collection vehicles or equipment of the Contractor for a period not exceeding five (5) continuous days;
2. a strike or strikes or other labor disputes of the employees of the Contractor which prevent operation of the Contractors collection vehicles or equipment for a period not exceeding five (5) continuous days;
3. legal acts of duly constituted public authorities, other than the Borough, if such acts are not provoked by any act of omission or commission by the Contractor;
4. acts of God and/or Nature;
5. civil disturbances; and,
6. war.

Non-performance by the Contractor for whatsoever reason, or whatsoever nature and regardless of whether it is substantial and/or a menace to the health and welfare of the households of the Borough, shall be just cause at the option of the Borough for payment by the Contractor to the Borough of monies the Borough expends to provide the services hereunder which would otherwise be due from the Contractor for performance hereunder, except:

1. the first two (2) consecutive days or parts thereof, including Saturdays, Sundays, and/or holidays of a bona fide strike or labor dispute as aforesaid by Contractor's employees; and/or,
2. the first seven (7) consecutive days or parts thereof, including Saturdays, Sundays, and/or holidays, or acts of God and/or Nature as a result of which a majority of the Contractor's collection trucks are rendered inoperable.

3.23 – Bid Submission Components.

Failure to include any of the following forms with the submission of a bid may be cause for the rejection of a bid:

1. Form of Proposal;
2. Bidder's Affidavit;
3. Bid Bond or certified check;
4. Non-collusion Affidavit;
5. Bidder Qualification Questionnaire;
6. Affirmative Action Affidavit; and,
7. Landfill, Transfer Facility, Disposal Facility Affidavit.

3.24 – Contract, Certificate of Insurance and Performance Bond.

Subsequent to the award of a bid, and in accordance to all terms noted herein, the selected Contractor shall:

1. Execute a contract for service with the Borough;
2. Provide the required Certificate of Insurance, naming the Borough as an additional insured; and,
3. Post the required Performance Bond.

APPENDIX A

LIST OF MINIMUM RECYCLED MATERIALS TO BE COLLECTED BY THE CONTRACTOR

1. Plastics labeled 1 through 7
2. Newspapers, inserts and junk mail
3. Magazines and catalogs
4. Paper-back and telephone books
5. Cardboard and clean pizza boxes
6. Office and school paper (including colored paper)
7. Paper egg cartons
8. Paper bags
9. Boxboard
10. Aluminum cans and clean tin foil
11. Empty tin and steel aerosol cans
12. Empty glass jars and bottles
13. Plastic milk, soda, juice & water jugs
14. Yogurt and butter tubs
15. Detergent and cleaning containers

APPENDIX B

BID PACKET COMPONENTS

FORM OF PROPOSAL

The undersigned, having carefully inspected Trappe Borough, either personally or through duly authorized representatives, and having also carefully read and examined the Specifications in their entirety, either personally or through duly authorized representatives, which documents are understood and accepted as sufficient for the purpose herein expressed, hereby propose to comply with said requirements and to furnish all labor, equipment, services, and facilities in accordance with said Specifications.

A. Two (2) Year Base Term & Optional Years – The Collection, Hauling & Disposal of Waste and Recyclables – Bi-Weekly Recycling Pick Up

Collection, hauling and disposal by bidder of refuse and recycling materials and holiday trees from every residential property with four (4) or fewer units in the Borough of Trappe, said service to be provided curbside, with refuse pickup at a frequency of one (1) time per week and bi-weekly pick up for recycling material and the pick up of one bulk item per month, with the Contractor obligated to pay all costs for landfill disposal at an authorized landfill, and pursuant to all Specifications attached hereto. One ninety-six (96) gallon trash tote per household that allows for mechanized pick up to be supplied by the Contractor and one 64-gallon recycling tote per household that allows for bi-weekly mechanized pick up to be supplied by the Contractor.

- Total cost for the two (2) year Base Term, with bi-weekly single-stream recycling pickup, a period commencing on July 1, 2024:

\$ _____

- The total cost for above-noted services for a one-year period commencing on July 1, 2026:

\$ _____

- The total cost for above-noted services for a one-year period commencing on July 1, 2027:

\$ _____

- The total cost for above-noted services for a one-year period commencing on July 1, 2028:

\$ _____

COMPANY: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

BIDDER'S AFFIDAVIT

I, _____ being duly sworn, depose that I reside at
(Name)

And that I am the _____ of _____
(Title) (Company)

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

(Affiant Signature)

Subscribed and sworn before me

This _____ day of _____, 20____

(Notary Public)

My commission expires _____

(SEAL)

BID BOND

There is enclosed herewith a bid bond, or certified check, drawn to the order of Trappe Borough, in the amount of ten percent (10%) of the Two (2) Year Base Term of service, and duly executed consent of surety from an approved surety company licensed to conduct business in the Commonwealth of Pennsylvania agreeing to furnish the Borough with the required performance and completion bond upon award of the contract.

It is understood that the bid bond and/or certified checks are 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 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 of any other bidder; or to secure any advantage over the Borough of Trappe or any person interested in the proposed 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 Trappe Borough officials or employee of Trappe Borough is interested, either directly or indirectly, in the bid or any portion of the bid, nor in the contractor any part of the contract which may be awarded to the undersigned on the basis of such bid.

Dated: _____

COMPANY: _____

NAME: _____

TITLE: _____

(SEAL)*

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.

NON-COLLUSION AFFIDAVIT

STATE OF

SS:

COUNTY OF

I,

(Name)

being duly sworn, deposes and says that I am

(Title)

of

(Company)

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

(Affiant Signature)

Subscribed and sworn before me

This _____ day of _____, 20____

(Notary Public)

My commission expires _____

(SEAL)

BIDDER QUALIFICATION QUESTIONNAIRE

It is mandatory that each entity submitting a bid for this contract completes the Bidders 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 said entity, as well as any parent corporation, subsidiary corporation, sister corporation, affiliated corporation, proprietorship, partnership, or other entity related to or associated or affiliated 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 the purposes of this Qualification Questionnaire, the term "Bidding Entity" shall mean the entity that is submitting the bid for this contract.

All qualification questions must be answered. 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 Boroughs 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".*
2. *How many years of experience does the "Bidding Entity" had in the collection of residential waste and/or recyclable materials under municipal contracts?*
3. *Please list the names of the municipalities and a contact person for each.*
4. *In the last ten (10) years, has the "Bidding Entity" ever failed to complete, default or interrupted service to a municipal collection contract that was awarded to it?*

Yes _____ No _____

If yes, attach a narrative that provides the following information:

- Municipality(ies) and date(s);
- Circumstances surrounding the default, breach, or interruption of service;
- Time of interruption of service;
- Ultimate resolution of the default, breach, or interruption of service;
- Payment of damages, if any; and,

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

5. *At anytime 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, attach a narrative that provides the following information:

- Municipality(ies) and dates;
- Circumstances surrounding the basis of any claim or claims;
- Explanation, if any, by Bidding Entity;
- Name and address of bonding company;
- Bond #;
- Final resolution of claim or claims; and,
- If litigated, provide Court, Term and Docket number and in what jurisdiction, of any proceedings.

I, _____, being duly sworn according to law upon my oath depose and say:
(Name)

I am the _____, of _____,
(Title) (Company)

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

Subscribed and sworn before me this

this _____ day of _____, 20____

(Notary Public)

My commission expires _____
(SEAL)

AFFIRMATIVE ACTION AFFIDAVIT

I, _____, being duly sworn, depose and say that I reside at
(Name)
_____, and that I am the
(Address)

_____ of _____
(Title) (Company)

and in such capacity for and on behalf of said Company, hereby affirm and agreed as follows:

_____ will not discriminate against an employee
(Company)

or applicant because of age, race, creed, color, national origin, ancestry, marital status or sex.

_____ will take affirmative action to ensure that
(Company)

all 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.

_____ will in all solicitations or advertisements for
(Company)

employees placed by or on behalf of said Company state that all qualified applicants will receive consideration for employment without regard to age, race, creed, national origin, marital status or sex.

(Affiant Signature)

Subscribed and sworn before me

This _____ day of _____, 20____

(Notary Public)

My commission expires _____
(SEAL)

LANDFILL, TRANSFER FACILITY, DISPOSAL FACILITY AFFIDAVIT

I, _____ being duly sworn, depose, and say that I reside
at _____

(Name)

_____, and that I am the
(Address)

_____ of _____
(Title) (Company)

And I hereby affirm and agree that:

1. _____ is a Corporation duly organized and
(Company)

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
(Company)

facility under the permit number _____, which was issued by the Department
of Environmental Protection of the Commonwealth of Pennsylvania.

3. Such fully licensed and permitted disposal facility is located in _____ and meets
the approval of the Department of Environmental Protection of the Commonwealth of
Pennsylvania and is duly licensed by Department of Environmental Protection of the
Commonwealth of Pennsylvania for the disposal of solid wastes.

4. In connection with the bid for Residential Solid Waste Collection, Recycling and Disposal in
Trappe Borough, which bid I have read and am familiar with, has agreed to permit
_____ to utilize this facility for the disposition of waste collected
(Company)

from Trappe Borough for the period of _____ through _____.

(Affiant Signature)

Subscribed and sworn before me

This _____ day of _____, 20____

(Notary Public)

My commission expires _____
(SEAL)

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2024 by and between the Borough of Trappe, a municipality organized pursuant to the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "the Borough," with offices located at 525 West Main Street, Trappe, PA 19426 and _____ with offices located at _____, hereinafter referred to as "the Contractor."

WHEREAS, the Borough advertised for bids for the collection and disposal of waste and recyclables; and

WHEREAS, the Contractor submitted a bid pursuant to the "Public Bid for Residential Solid Waste Collection, Recycling and Disposal in Trappe Borough," dated March 8, 2024 (the "Specifications"), included hereto as Exhibit A, with said bid opened on March 28, 2024; and

WHEREAS, the Borough, at its meeting on _____, 2024, did award the bid to the Contractor as the lowest responsible and responsive bidder pursuant to the Specifications, for the following services:

1. Weekly curbside collection of waste generated within the corporate limits of the Borough at all properties, but not including (1) residential properties possessing more than four (4) residential units, or (2) non-residential properties and/or non-residential units;
2. Bi-weekly curbside collection of single-stream recycling materials for recyclable materials generated within the corporate limits of the Borough at all properties, but not including (1) residential properties possessing more than four (4) residential units, or (2) non-residential properties and/or non-residential units;
3. Monthly curbside collection of up to one (1) bulk item from each property within the corporate limits of the Borough, but not including (1) residential properties possessing more than four (4) residential units, or (2) non-residential properties and/or non-residential units, with said collection to take place on the last collection day for waste and recyclables in each month; and
4. The seasonal collection of holiday trees from each property within the corporate limits of the Borough, but not including (1) residential properties possessing more than four (4) residential units, or (2) non-residential properties and/or non-residential units, with said collection to take place on the third collection day for waste and recyclables in January.

WITNESSETH:

That for and in consideration of the mutual promises and covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Borough and the Contractor do enter into this Agreement for the above-noted services pursuant to all conditions as noted in the Specifications, for a term of twenty-four (24) months (the "Base Term"), with the Base Term to begin on July 1, 2024 and to expire on June 30, 2026, at a monthly rate of _____ (\$_____), with said rate to be paid to the Contractor on or before the Fifteenth (15th) of the month immediately following the previous month's service (i.e., payment for service provided in July, 2024 must be made to Contractor no later than August 15, 2024);
2. Subsequent to the Base Term the Borough may, at its sole discretion, extend the above-noted service for up to an additional three (3) years, by exercising extension options, with each option of a one-year duration. Payment for service during each option year shall be as follows:
 - A. Service provided during the first year option, which shall begin on July 1, 2026 and expire on June 30, 2027 if the option is so exercised by the Borough, on or before June 10, 2026, shall be at a monthly rate of _____ (\$_____), with said rate to be paid to the Contractor on or before the Fifteenth (15th) of the month immediately following the previous month's service (i.e., payment for service provided in July 2026 must be made to Contractor no later than August 15, 2026); and,
 - B. Service provided during the second year option, which shall begin on July 1, 2027 and expire on June 30, 2028, if the option is so exercised by the Borough, on or before June 10, 2027 shall be at a monthly rate of _____ (\$_____), with said rate to be paid to the Contractor on or before the Fifteenth (15th) of the month immediately following the previous month's service (i.e., payment for service provided in July 2027 must be made to Contractor no later than August 15, 2027).
 - C. Service provided during the third year option, which shall begin on July 1, 2028 and expire on June 30, 2029, if the option is so exercised by the Borough, on or before June 10, 2028 shall be at a monthly rate of _____ (\$_____), with said rate to be paid to the Contractor on or before the Fifteenth (15th) of the month immediately following the previous month's service (i.e., payment for service provided in July 2028 must be made to Contractor no later than August 15, 2028).
3. The recitals hereto shall be part of the contract agreement of the parties.

4. The Contractor shall perform in accordance with the terms and conditions of the Specifications.
5. The Borough shall be obligated to pay Contractor the above-noted rate provided the Contractor performs all duties in accordance with the terms and conditions of the Specifications.
6. The Contractor agrees to furnish all bonds, certificates of insurance, reports and other documents as required in accordance with the terms and conditions of the Specifications.
7. The Contractor agrees that during the term of the Contract, it shall dispose of the Borough's solid waste at a disposal facility approved and permitted by the Pennsylvania Department of Environmental Protection or other appropriate State regulatory agency. The Borough hereby notifies Contractor that the failure to dispose of the Borough's solid waste at a disposal facility approved and permitted by the Pennsylvania Department of Environmental Protection or other appropriate State regulatory agency shall, in and of itself, be a material breach of this contract. In addition, the title/ownership of any hazardous/unacceptable waste provided by any unit shall not pass to Republic at any time and shall remain with the generator of such waste.
8. The Contractor shall furnish a performance bond as required by the Bid specifications and as approved by the Borough Solicitor, which shall be conditioned upon the true and faithful performance of the Contractor.
9. The Contractor shall indemnify, hold the Borough harmless, and defend the Borough, its employees, agents, officials, representatives, attorneys, and assigns from and against any and all liability, including attorney's fees, whether negligent or non-negligent, arising directly or indirectly out of or in any way connected with actions, inaction or conduct of the Contractor or its employees, representatives or assigns in connection with this Agreement and/or the performance hereof.
10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, successors, successors-in-title, administrators and assigns.
11. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Agreement shall be effective against any party unless that party shall have consented thereto, in writing.
12. This Agreement shall be interpreted and construed in accordance with the Laws of the Commonwealth of Pennsylvania.

13. The Court of Common Pleas of Montgomery County, Pennsylvania shall have venue over all disputes between the parties.

14. Notices sent pursuant to this Agreement shall be sent as follows:
To Contractor:

To Borough: Trappe Borough
 525 West Main Street
 Trappe, PA 19426-1923
 Attn: Borough Manager

15. In the event that any section, sentence, clause, phrase or word of this Agreement shall be declared illegal, invalid or unconstitutional by any Court or competent jurisdiction, such declaration shall not prevent, preclude or otherwise foreclose enforcement of any of the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement the day and year first above written.
FOR THE BOROUGH OF TRAPPE:

By: _____
 President

By: _____
 Mayor

ATTEST: _____
 Secretary

FOR CONTRACTOR:

By: _____ (Signature)

 (Print Name)

 (Position/Title)

 (Date)

ATTEST: _____

EXHIBIT A

“Public Bid for Residential Solid Waste Collection, Recycling and Disposal in Trappe Borough”

March 8, 2024