



Allen Township Supervisors

4714 Indian Trail Road

Northampton, Pennsylvania 18067

Larry Oberly, Chairman
Dale Hassler, Vice Chairman
Bruce Frack
Gary Behler
Gerald Montanari

Robert J. Cox, P.E., P.L.S.
B. Lincoln Treadwell, Jr., Esq.
Ilene M. Eckhart, Manager

DATE: December 4, 2018

TO: Bidders Specifications and Contract Documents for the Collection and Disposal of Municipal Waste and Collection, Processing, and Marketing of Recyclables

FROM: Allen Township, Northampton County, Pennsylvania

SUBJECT: ADDENDUM 3 – Second change to bid receipt and opening time

**CHANGE IN BID RECEIPT AND OPENING TIME AS STATED IN “NOTICE TO BIDDERS”,
PAGE 3, BULLET POINT PARAGRAPH 1 SHALL BE AMENDED TO READ AS FOLLOWS:**

“o Both of the above items must be received by the Township of Allen, at its offices at 4714 Indian Trail Road, Northampton, PA 18067, on or before **Tuesday, December 18th, 2018, at 10:00 am**. An appointed representative of Allen Township will open bids, on **Tuesday, December 18th, 2018, at 10:30 am** at the Allen Township Municipal Building, at the above-mentioned address.”

To ensure the integrity of the bid process, a signed copy of this bid addendum notice shall be included with your company’s response to this document.

PRINTED NAME

DATE

SIGNATURE NAME

NAME OF COMPANY

Sincerely,
Ilene M. Eckhart
Manager
Allen Township

Allen Township Supervisors

4714 Indian Trail Road

Northampton, Pennsylvania 18067



Larry Oberly, Chairman
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Robert J. Cox, P.E., P.L.S.
B. Lincoln Treadwell, Jr., Esq.
Ilene M. Eckhart, Manager

DATE: December 4, 2018

TO: Bidders Specifications and Contract Documents for the Collection and Disposal of Municipal Waste and Collection, Processing, and Marketing of Recyclables

FROM: Allen Township, Northampton County, Pennsylvania

SUBJECT: ADDENDUM 2 – Allen Township Mandatory Pre-Bid Conference (11/27/18)
Response to Bidder Questions

*****These responses reference and modify the responses provided to questions submitted on PennBid and submitted verbally at the mandatory Pre-Bid Conference. The Bid Specifications are hereby modified as described herein and in the previously provided Addendum #1.**

1. Would the Township consider splitting the collection routes into 2 zones/days, as opposed to all on the same day? Also, would the Township consider day changes if they don't agree to split the collection routes into 2?

ANSWER: The Township would prefer a single collection day, but has not specified the collection day of the week. Bidders may propose splitting the Township into collection zones for the purpose of establishing different collection days for different geographical areas of the Township. If collection zones are proposed, collection of municipal waste and recyclables is still required to occur on the same day per property. In other words, collection of municipal waste cannot occur on a Monday, with recyclables being collected on a Tuesday for the same property.

2. Page 3 of the bid specifications state that Bid Bond of 10% of the highest total of all options must accompany the bid. Page 17 states 10% of the 3 year total. Which should be used.

ANSWER: The required bid bond shall be based on upon the total amount of the initial three (3) year term.

3. On page 2 of the bid specifications it states that bids must be submitted in a PDF format on a USB device and in a sealed envelope. There is no mention that bids are submitted electronically. Should we supply copies of the bid on both bid pages and on a USB to the Township prior to 10:00am on December 11, 2018?

ANSWER: All bidders shall submit bids to the Township prior to 10:00am, on December 11, 2018, as follows:

- a. Via the PennBid portal; AND
- b. On a USB device; AND
- c. In paper form with original signatures and including the required bid bond based upon the total amount of the initial three (3) year term.

4. Is there an estimated value associated with this project?

ANSWER: No.

5. The bid is advertised on PennBid but yet the bid spec is very clear at the bottom of page 2 and top of page that the bid must be received at the Township offices. Is the bid supposed to be submitted via PennBid or to the township? Please clarify.

ANSWER: See #4 above.

6. Bid specs state that the contract will begin April 1st but the current contract doesn't expire until May 31st, please clarify the true start date.

ANSWER: This is a clerical error and should read that "the contract shall begin on June 1, 2019."

7. Perhaps I missed it, but is pricing to include all disposal costs for solid waste or recycling? Is there any reimbursement for disposal fees for either?

ANSWER: Total price shall include all costs for the collection and disposal of municipal waste and all costs for collection, processing, and marketing of recyclables. There shall be no reimbursement for costs or revenue to either the Township or the successful Bidder.

8. Would the Township be willing to consider the weekly collection of one (1) bulk item instead of as currently delineated in the specs?

ANSWER: The Township hereby modifies Section 2. SCOPE OF WORK, ADDITIONAL SERVICES FOR BOTH OPTIONS 1 AND 2 to read as follows:

"a. Bulk Item Collection – Weekly curbside collection of one (1) Bulk Item per Residential Unit providing that the Residential Unit notifies the Contractor of the type and size of the item to be collected, no later than the end of normal hours on Friday of the week prior to the requested collection."

9. Would the Township consider changing the start of collection time from 7:00am to 6:00am?

ANSWER: The Township hereby modifies Section 2. SCOPE OF WORK, CONTRACTOR OPERATIONS AND RESPONSIBILITIES, a. Collection Schedule, on page 11 as follows:

- a. "**Collection Schedule** - The Contractor shall have the option of creating an operational plan including the selection of days of the week designated for the residential curbside collections of Municipal Waste and Recyclables, provided that collection shall occur Monday through Friday between the hours of 6:00am and 6:00pm. *This information should be clearly provided, for each option, with the bid documents and at the time of the bid submission.*"

10. Please clarify 5. FUEL COST ADJUSTMENT, “h”, on page 16.

ANSWER: This is a clerical error and “h” is hereby deleted from these specifications

11. Please clarify the fuel adjustment dates contained in the section named FUEL COST ADJUSTMENT, Sections “d”, on page 16.

a. Bidder/Contractor shall utilize the price per gallon of diesel fuel as published in the “U.S. On-Highway Diesel Fuel Prices” index on the week of January 1 for the then active year of the Contract to determine what increase/decrease in diesel fuel shall apply to Bidder/Contractor’s estimated annual fuel consumption cost for the following contract year beginning June 1. The amount of fuel adjustments allocated to each monthly bill submitted to the Township shall be equal to 1/12 of the total amount of annual fuel cost adjustments calculated for that Contract year.

o Example (for illustrative purposes only) Calculation for Year 2 of the Contract:
The index reports that the current cost of diesel fuel reported for the Week of January 1, 2020 is \$1.10/gallon and that this is a .10 increase from a year ago. Thus, the % change in diesel fuel cost per gallon from one year ago is a 10% increase. Accordingly, 10% of the estimated annual fuel consumption cost identified by Bidder/Contractor shall be added to the total annual cost to be paid monthly by the Township to the Bidder/Contractor for Contract Year 2 beginning on June 1, 2020 and continuing through any subsequent bilateral extensions of the contract.

12. Please clarify how recyclables are sorted curbside and if you are requiring specific processing of individual types of recyclables.

ANSWER: The Township currently requires residential curbside collection of recyclables to be sorted as follows: fiber (mixed paper, magazines, newsprint, fiberboard, cardboard) to be bound with twine or placed in a brown paper bag and mixed recyclables (glass, plastics #1-7, aluminum cans) to be placed in Township provided recycling containers. The Township is not specifying that they be processed as Dual Stream or Single Stream.

13. Please clarify the reference to Cart in Option 2 FULLY MANUAL RESIDENTIAL CURBSIDE COLLECTION SERVICE, page 9.

ANSWER: The following shall hereby replace the section referenced above:

“The Township has previously collected *unlimited amounts* of residential curbside Municipal Waste and Recyclables by means of a Manual Collection. Under this option, the Township shall move from *unlimited* Municipal Waste to a *limited* maximum amount of Municipal Waste. This limited Manual Collection shall begin with the inception of this Contract on June 1, 2019, and no additional Municipal Waste shall be collected beyond the limits stated below, except as otherwise set forth herein under Additional Services below.

Fully Manual Collection Service shall include the following:

a. Weekly collection of Municipal Waste of a maximum of three (3) thirty (30) gallon trash bags or three (3) thirty (30) gallon Containers, none of which shall individually exceed the maximum weight of (50) forty pounds. All items shall be collected curbside from Residential Units, on the same day as Recyclables Collection.

b. Bi-Weekly (every other week) collection of Dual Stream Recyclables with newsprint, cardboard, magazines and office paper contained in brown paper bags or bundled with twine. Mixed Recyclables shall be placed in Township provided twenty (20) or thirty (30) gallon containers. All items shall be collected curbside from Residential Units, on the same day as Municipal Waste Collection.”

14. Who will be collecting the Township’s spring yard waste collection as referenced on page 20?

ANSWER; Allen Township

15. Is it the Township’s intent to award one (1) contractor for the completion of all services delineated in these specs?

ANSWER; Yes. Numbers requested on the Bid Pricing Forms are for information purposes only.

16. Please clarify what appears to be duplicate forms at the end of the bid specs.

ANSWER: Any and all forms *after page 44* are duplicates and are hereby excluded from the specs.

17. How long has Allen Township had a single hauler collection contract in place?

ANSWER: Since 1999

18. Would Allen Township consider any price adjustments for all or a part of the costs associated with the processing of their recyclables?

ANSWER: No

19. If the Township chooses an automated curbside collection program, how will the carts be purchased? Will you go out to bid?

ANSWER: They will be purchased by the Township through CoStars.

20. What is the amount of square miles and the population density of Allen Township?

ANSWER: 11.26 square miles and a population of 379 per square mile pursuant to the 2010 census.

21. Are there private residential areas excluded from this curbside collection contract?

ANSWER: Yes. The following are private residential areas that are excluded from this contract and are not included in the unit count provided in the Background section of the specs:

- a. Whispering Hollow Mobile Home Park;
- b. Willow Green Age Restricted Community;
- c. Residences at Willow Ridge Apartments specifically not included in unit counts or this contract.

The above named communities are private.

22. Can you provide a summary of the bids the Township received for your current contract?

ANSWER: Yes, see attached.

23. Why are you choosing to offer assisted collection when you have not offered this service previously?

ANSWER: In the event that elderly, handicapped, or disabled residents are unable to bring their carts to the curb. Residents will need to apply for this service, meet certain criteria, and the decision to qualify for this service will be at the sole discretion of the Township.

24. Would CSA Scores meet the criteria for the federal safety rating you refer to on page 14?

ANSWER: Yes, we are looking for reported federal proof that the bidder maintains safe driving, hours-of-service compliance, vehicle maintenance, etc. A copy of the Federal Motor Carrier Safety Administration's CSA (Compliance, Safety, and Accountability) Report provides the required information.

25. What is the last day for any questions on PennBid?

ANSWER: December 4, 2018 last day for questions on PennBid.

To ensure the integrity of the bid process, a signed copy of this bid addendum notice shall be included with your company's response to this document.

PRINTED NAME

DATE

SIGNATURE NAME

NAME OF COMPANY

Sincerely,
Ilene M. Eckhart
Manager
Allen Township

Municipal Waste and Recycling Bids							
2008 (as awarded)							
JP Mascaro							
Five Year Bid							
Contract Year #1 (1520 residential units)	259.80			\$394,896.00			
Contract Year #2 "	265.32			\$403,286.40			
Contract Year #3 "	270.72			\$411,494.40			
Contract Year #4 "	275.76			\$419,155.20			
Contract Year #5 "	281.28			\$427,545.60			
Total Contract Cost =				\$2,056,377.60			
2013 Municipal Waste and Recycling Bids							
		JP Mascaro		Raritan Valley		Advanced Disposal Services	
		<i>UNIT</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>	<i>Unit</i>	<i>Total</i>
Three Year Bid							
Contract Year #1 (1604 residential units)	\$202.20	\$324,328.80	\$206.88	\$331,835.52	\$179.64	\$288,142.56	
Contract Year #2 "	\$202.20	\$324,328.80	\$213.20	\$341,972.80	\$183.12	\$293,724.48	
Contract Year #3 "	\$202.20	\$324,328.80	\$219.48	\$352,045.92	\$186.84	\$299,691.36	
Total Contract Cost (Three Year Term)		\$972,986.40		\$1,025,854.24		\$881,558.40	
Five Year Bid							
Contract Year #1 (1604 residential units)	\$210.60	\$337,802.40	\$206.88	\$331,835.52	\$179.64	\$288,142.56	
Contract Year #2 "	\$210.60	\$337,802.40	\$213.20	\$341,972.80	\$183.12	\$293,724.48	
Contract Year #3 "	\$210.60	\$337,802.40	\$219.48	\$352,045.92	\$186.84	\$299,691.36	
Contract Year #4 "	\$210.60	\$337,802.40	\$226.08	\$362,632.32	\$190.56	\$305,658.24	
Contract Year #5 "	\$210.60	\$337,802.40	\$232.92	\$373,603.68	\$194.40	\$311,817.60	
Total Contract Cost (Five Year Term)		\$1,689,012.00		\$1,762,090.24		\$1,499,034.24	



Allen Township Supervisors

4714 Indian Trail Road

Northampton, Pennsylvania 18067

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Dale Hassler, Vice Chairman
Bruce Frack
Gary Behler
Gerald Montanari

Robert J. Cox, P.E., P.L.S.
B. Lincoln Treadwell, Jr., Esq.
Ilene M. Eckhart, Manager

DATE: November 8, 2018

TO: Bidders Specifications and Contract Documents for the Collection and Disposal of Municipal Waste and Collection, Processing, and Marketing of Recyclables

FROM: Allen Township, Northampton County, Pennsylvania

SUBJECT: ADDENDUM 1 – Change in bid receipt and opening time

CHANGE IN BID RECEIPT AND OPENING TIME AS STATED IN “NOTICE TO BIDDERS”, PAGE 3, BULLET POINT PARAGRAPH 1 SHALL BE AMENDED TO READ AS FOLLOWS:

“o Both of the above items must be received by the Township of Allen, at its offices at 4714 Indian Trail Road, Northampton, PA 18067, on or before **Tuesday, December 11th, 2018, at 10:00 am**. An appointed representative of Allen Township will open bids, on **Tuesday, December 11th, 2018, at 10:30 am** at the Allen Township Municipal Building, at the above-mentioned address.”

To ensure the integrity of the bid process, a signed copy of this bid addendum notice shall be included with your company’s response to this document.

PRINTED NAME

DATE

SIGNATURE NAME

NAME OF COMPANY

Sincerely,
Ilene M. Eckhart
Manager
Allen Township

TOWNSHIP OF ALLEN
4714 Indian Trail Road
Northampton, PA 18067
610-262-7012

BID SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
COLLECTION AND DISPOSAL OF MUNICIPAL WASTE
AND COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES

Mandatory Pre-Bid Conference	November 27, 2018 Tuesday	10:00pm, Municipal Building Municipal Conference Room
Bids Due	December 4, 2018 Tuesday	10 AM, Municipal Building Municipal Conference Room
Bids Opened	December 4, 2018 Tuesday	1:00 pm, Municipal Building Municipal Conference Room

Ilene M. Eckhart, Township Manager
TOWNSHIP OF ALLEN
4714 Indian Trail Road
Northampton, PA 18067

**BID DOCUMENTS FOR
COLLECTION AND DISPOSAL OF MUNICIPAL WASTE
AND COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES**

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Contract Forms Attached

1. Exhibit A Deductions for Violation of the Contract/Contract Termination
2. Bid Pricing Form - Option 1 Fully Automated Curbside Collection
3. Bid Pricing Form – Option 2 Fully Manual Curbside Collection
4. Bidder's Affidavit of Experience and Qualifications
5. Bid Proposal Form
6. Bid Bond
7. Non-Collusion Affidavit
8. Notice of Award; Acceptance of Award
9. Notice to Proceed; Acceptance of Notice
10. Performance Bond

NOTICE TO BIDDERS

TO INTERESTED BIDDERS:

Any and all questions will be answered at the **Mandatory Pre-Bid Conference** to be held on **November 27, 2018, at 10:00am**, at the Allen Township Municipal Building, located 4714 Indian Trail Road, Northampton, PA, 18067.

Any verbal statements regarding the same by any Township official, agent, employee, or consultant prior to the award shall not be authoritative and shall not be binding.

If the Township determines that it is necessary to clarify, amend or modify the terms of the bidding documents, the Township shall have the right to do so by preparation of an Addendum, a copy of which shall be forwarded to each bidder. Such addenda shall become part of the contract documents. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to become acquainted with any conditions, shall in no way relieve bidder of any obligations with respect to the Contract. The Township shall make all such documents available to the bidders.

All bids must be prepared and signed in ink by the Bidder on the forms attached hereto. All blank spaces in each bid form together with appropriate schedules must be completed both in words and figures. No blank spaces or ambiguous designations may be left in the forms. Exact answers must be used including, but not limited to Not Applicable, Not Available, No Answer, None, No, No Bid, or the number "0" shall be used, where appropriate. Sections of the forms require submission of additional documentation. When such additional documentation is required, it must be submitted with the bid forms.

The bidder shall make a determination as to the conditions and shall assume all risk and responsibility to complete the work regardless of conditions bidder may encounter or create, without extra cost to the Township. Contractor performance is subject to all applicable federal and state laws, Township ordinances, rules, regulations of all authorities having jurisdiction. Bidder shall become thoroughly familiar with all applicable laws, ordinance, rules and regulations prior to submitting a bid.

If a price or sum already entered by the Bidder on the bid forms is to be altered, it shall be crossed out in ink and the new price or sum entered above or below it, and initialed by the Bidder in ink. A discrepancy between the numeric and written presentation of a price or sum, the figure(s) in the written presentation shall govern.

- Each bid, together with appropriate addenda/schedules, must be submitted as follows:
 - In pdf format on a USB portable storage device commonly known as a thumb, jump, or flash drive and suitable to connect to a computer via a USB port.
 - In a sealed envelope bearing on the outside the name and address of the Bidder, and plainly marked: "Allen Township Collection and Disposal of Municipal Waste and the Collection, Processing, and Marketing of

Recyclables.

- Both of the above items must be received by the Township of Allen, at its offices at 4714 Indian Trail Road, Northampton, PA 18067, on or before Tuesday, December 4, 2018, at 10:00 am. An appointed representative of Allen Township will open bids, on Tuesday, December 4, 2018, at 1 pm at the Allen Township Municipal Building, at the above-mentioned address.
- NOTE: Bids may not be submitted by facsimile transmission (FAX) or Email

Each proposal must be accompanied by a Bid Bond or cashier's check of the Bidder, drawn on a national bank and payable to the Township in an amount equal to 10% of the highest amount bid for all options as a guarantee on the part of the Bidder that the Bidder will, if called upon to do so, accept and enter into a contract on the attached form, to perform the work covered by such proposal at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. The Township will return bid sureties to all but the three (3) apparent low qualified bidders within ten (10) days of the bid opening. Bid sureties will be returned to the remaining bidders within twenty (20) days of the date of the contract with the successful bidder.

The Township and the Township Board of Supervisors reserve the right to waive any informality, irregularity or defect in any bid and to reject any or all bids, or to award any contract as deemed to be in the Townships best interest. Following the opening of bids, no bid may be withdrawn for a period of sixty (60) days or until a new contract with the successful bidder has commenced.

Specifications and bid forms may be obtained from the office of the Township of Allen at the address above stated.

Ilene M. Eckhart
Manager

Allen Township (Express Times: Oct 31, Nov 7, 2018)

**BID DOCUMENTS FOR
COLLECTION AND DISPOSAL OF MUNICIPAL WASTE
AND COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES**

1. DEFINITIONS

The following words and phrases when used herein, unless the context clearly indicates otherwise, shall have the meanings given to them in this subsection.

Assisted Collection shall refer to a service offered to handicap, elderly, and/or infirm residents who are unable to manage transporting their Municipal Waste and Recyclables to the curb. This service requires the driver to leave the truck, retrieve the Cart from a location on the resident's property and visible from the road, empty the contents and return it to its original location.

Automated Collection shall refer the collection of Municipal Waste and/or Recyclables at curbside through the process of using an electronic and/or mechanical arm to lift and empty Carts into the collection truck without the use of manual labor.

Bid shall refer to herein as the set of documents, including the Bid Pricing Forms, Bid Bond, signature sheets, certificates and other forms to be completed or information to be supplied or submitted therewith, prepared and submitted by the Bidder for the Work.

Bulk Items – any items not included in the definition of Municipal Waste and with a weight or volume greater than the amount allowed to be stored within the Carts with the lid closed. Examples of items include but are not limited to, carpet, furniture, mattresses, storm sashes, screens, etc. Bulk Items shall not include Hazardous Waste, residential Municipal Waste, Construction Debris or Hazardous Waste.

Cart - refers to a heavy-duty plastic container (approximate size of 35/65/95 gallons), equipped with wheels, handles and a tight-fitting, non-detachable cover. Carts shall be capable of curbside Municipal Waste and Recycling collection. Cart weight, when full, shall not exceed manufacturer's weight maximum.

Collection Area shall mean Residential Properties located in the Township of Allen, Northampton County, Pennsylvania.

Commercial Units shall mean all wholesale, retail, industrial, manufacturing, transportation, financial or professional service or office enterprise, or any similar establishment located in the Township of Allen, Northampton County, Pennsylvania. Commercial Units shall be specifically excluded from this contract.

Community Events refers to private or Township sponsored events and as defined in the Township regulations.

Construction Debris also referred to as "C & D" and refers to waste that includes, but is not limited to, lumber, pipes, bricks, concrete, rebar, wood, paneling, linoleum, drywall, plumbing fixtures, fencing, or roofing materials that result from construction or demolition

activities.

Container refers to a water-tight, metal or plastic receptacle used for the collection and storage of Waste or Recyclables at a Residential Unit, Municipal Facility or Community Event and placed curbside for Township-wide collection as may be approved from time to time by the Township.

Contract- the agreement entered into by and between the Township and the chosen bidder, i.e. the Contractor, covering the work to be performed pursuant to the contract. The contract incorporates all contract documents and sets forth the terms of the agreement between the Township and the Contractor and any duly executed changes, modifications or amendments thereto pursuant to the contract documents.

Contract Documents -the full and collective set of documents, included but not limited to, the Notice to Bidders, Instructions to Bidders, Bid Proposal, Contractors Bid, Bidder's Statement of Experience and Qualifications form, the Performance Bond, Non-Collusion Affidavit, Bid Bond, Bid Pricing Forms, Notice of Award, Notice to Proceed, General Conditions, Contract or any Addenda or changes to the foregoing documents agreed to by the Township and the Contractor.

Contractor shall mean any person, corporation or partnership performing Municipal Waste Collection and disposal and recycling services for the Township pursuant to the awarding of a bid under the terms of this Invitation to Bid.

Commingled Recycling refers to the placement of glass and plastics (numbers 1 – 7) bottles and jars; and steel, bi-metal, and tin cans into a Township provided Container and placed curbside by Residents for collection.

Curbside Recycling- the Township-wide collection of recyclable materials contained in Carts that are provided to Residential Units for placement at curbside.

Disposal the deposition or placing of Municipal Waste and/or Residue as described herein into a stated permitted site, facility, location, area, or premises to be used for the disposal of Municipal Waste in accordance with any and all county, state and federal regulations and licensed or permitted by the Pennsylvania Department of Environmental Protection.

Dual Stream – a recycling collection process whereby all Recyclables except Leaf and Yard Waste, and White and Metal Goods are placed sorted in two ways (commingled in a Container, and cardboard and paper bundled or in a brown paper bag) in one (1) or more Containers by Township residents at curbside for collection. This collection process may also be employed at designated locations within Municipal Facilities and at Community Events.

Dumpster – A generic term describing front-load and rear-load containers also known as “rolloffs” and used for large-scale collection and transport of Municipal Waste or Recyclables.

Electronics – refers to items excluded from the waste stream and as described in the Covered Device Recycling Act (CDRA), PA Act 108 of 2010.

Farm shall mean any property of at least 10 contiguous acres for which the primary use of the land is the raising of crops or animals. For purposes of these documents, residential structures on a farm shall be considered Residential Units so long as only ordinary

Municipal Waste and Recyclables are placed for collection as part of the Township's Municipal Waste collection program and do not exceed the materials limits set by the Township.

Farm Waste shall mean any waste generated during the normal course of farming activities or operations, including but not limited to baling wire or other strapping materials, residual agricultural products, farm machinery or implements, manure or other livestock by-products, and other similar wastes. These materials are expressly excluded from this Contract.

Grass Clippings lawn waste resulting from the mowing of residential lawns. For the purpose of this contract, grass clippings shall be considered Municipal Waste.

Hazardous Waste shall mean hazardous wastes, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants, as those terms are used in any law, guideline, regulation or ruling of any official governing body and petroleum products, including gasoline, diesel fuel, motor oil, waste or used oil and heating oil.

Leaf Waste - leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Manual Collection –The process by which individual(s) manually empty curbside Containers and dump their contents into the hauling truck and return the empty container(s) to the curbside.

Municipal Facilities – all facilities owned and/or utilized by the Township, including, but not limited to municipal offices, police and fire stations, community center, public works, and recycling or yard waste centers within the boundaries of the Township.

Municipal Waste shall mean any garbage, refuse, industrial lunchroom, or office waste and other material including solid, liquid, semi-solid, or contained gaseous material resulting in the operation of residential, municipal, commercial, industrial, or institutional establishments and from community activities, including any trace amounts of hazardous waste normally found in household trash, garbage, or refuse, and any sludge not meeting the designation of residual or hazardous waste in the Municipal Waste Management Act from a municipal, commercial, industrial, or institutional water supply treatment plant, wastewater treatment plant, or air pollution control facility. The term Municipal Waste specifically excludes Electronics, Construction and Demolition Waste, Household Hazardous Waste, Recyclables, Leaf and Yard Waste, and White and Metal Goods or Non-collectibles as said terms are defined herein and any sludge not meeting the definition of residual or designated hazardous waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility.

Non-collectibles shall include but not be limited to automobile parts, Construction Debris, Electronics, Farm Waste, and Hazardous Waste, as herein defined, and shall not include Municipal Waste.

Performance Bond - A corporate surety bond that guarantees compensation to the Township in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contracts Specifications. The Bonding Company must have an A.M. Best rating of A- or better.

Processing - the means by which Recyclable Materials are sorted and prepared for marketing

Resident or Residents shall mean any person or persons living within the boundaries of the Township of Allen, County of Northampton, Pennsylvania.

Residential Unit - Any premises utilized primarily as a residential dwelling unit, but excluding multi-family buildings containing two (2) or more units and any other residence otherwise excluded herein.

Single stream refers to the recycling collection process, also referred to as “Mixed Recyclables” whereby all Township-designated Recyclables, except Leaf and Yard Waste, and White and Metal Goods are placed unsorted in one (1) or more Carts by Township residents at curbside for collection by the Contractor. This collection process may also be employed at designated locations within the Township Municipal Facilities and at Community Events.

Township shall mean the Township of Allen.

White and Metal Goods shall refer to metal appliances, such as refrigerators, freezers (doors removed), washers, dryers, hot water heaters, dehumidifiers, air conditioners, disassembled metal swing sets, lawnmowers, bicycles, BBQ grills (gas and/or charcoal removed), wheel barrows, lawnmowers (with oil and gas removed) and various other metal items. Removal of Freon from these appliances shall be the responsibility of the successful bidder.

Yard Waste - shall include Leaf Waste, plant materials (leaves, branches, brush, flowers, roots, etc.), debris commonly thrown away in the course of maintaining yards and gardens. Yard Waste shall not include loose soils, sod, food waste, including food waste from gardens or orchards; food compost; plastics and synthetic fibers; lumber; tree stumps, any wood or tree limbs over four (4) inches in diameter; human or animal excrement; noxious weeds and soil contaminated with hazardous substances.

2. SCOPE OF WORK

The Township will choose one of the following options, Fully Automated Curbside Collection Service or Fully Manual Curbside Collection Service for all Residential Units, and Additional Services shall be included with both options.

OPTION 1 - FULLY-AUTOMATED RESIDENTIAL CURBSIDE COLLECTION SERVICE

The Township has previously collected *unlimited amounts* of residential curbside Municipal Waste and Recyclables by means of a Manual Collection but shall move to a fully automated, residential curbside collection of Municipal Waste and Recyclables with the inception of this Contract on April 1, 2019. This new program will limit the amount of Municipal Waste and Recyclables collected to only what is contained within the Carts and no Municipal Waste shall be collected outside the Carts, except as otherwise set forth herein under Additional Services below.

Fully Automated Collection Service shall include the following:

- a. Weekly automated collection of Municipal Waste in one (1) or more Carts at curbside from Residential Units, on the same day as Recyclables Collection.
- b. Bi-Weekly (every other week) automated collection of Single Stream Recyclables in one (1) or more Carts at curbside from Residential Units, on the same day as Municipal Waste Collection.

Carts

- a. The Township shall provide, to each Residential Unit, a 95/96 gallon Cart for Municipal Waste and will provide another 95/96 gallon Cart for Recyclables. Residents with extra ordinary needs may be allowed to obtain an additional Cart for Municipal Waste for a fee. Smaller 64/65 gallon Carts may be exchanged for 95/96 gallon carts, as needed for certain residents, at some point during the contract period.
- b. The Township's eligible Residential Units will be provided with Carts for Municipal Waste and Recyclables prior to the commencement of the Contract.
- c. The Township shall be responsible for the repair and replacement of ordinary wear and tear on the Carts. The Contractor shall be responsible for all repair and replacement of Carts necessitated by Contractor negligence and/or willful misconduct.

OPTION 2 - FULLY MANUAL RESIDENTIAL CURBSIDE COLLECTION SERVICE

The Township has previously collected *unlimited amounts* of residential curbside Municipal Waste and Recyclables by means of a Manual Collection. Under this option, the Township shall move from *unlimited* Municipal Waste to a *limited* maximum amount of Municipal Waste. This limited Manual Collection shall begin with the inception of this Contract on April 1, 2019, and no additional Municipal Waste shall be collected beyond the limits stated below, except as otherwise set forth herein under Additional Services below. This new program will limit the amount of Municipal Waste and Recyclables collected to only what is contained within the Carts and no materials outside the Carts shall be collected, except as otherwise set forth herein.

Fully Manual Collection Service shall include the following:

- a. Weekly collection of Municipal Waste of a maximum of three (3) thirty (30) gallon trash bags or three (3) thirty (30) gallon Containers, none of which shall individually exceed the maximum weight of (50) forty pounds. All items shall be collected curbside from Residential Units, on the same day as Recyclables Collection.
- b. Bi-Weekly (every other week) collection of Dual Stream Recyclables with newsprint, magazines and office paper contained in brown paper bags or bundled with twine. Comingled Recyclables shall be placed in Township provided twenty (20) or thirty (30) gallon containers. All items shall be collected curbside from Residential Units, on the same day as Municipal Waste Collection.

ADDITIONAL SERVICES FOR BOTH OPTIONS

- a. Bulk Item Collection – Monthly curbside collection of two (2) Bulk Items per Residential Unit during the second full week of each month providing that the Residential Unit notifies the Contractor of the number and type of each item to be collected prior the first day of each month.
- b. White and Metal Goods Collection – Two (2) weeks per year, (spring and fall) unlimited curbside collection of White and Metal Goods on or about the regularly scheduled weekly collection date. These materials are to be transported to a suitable facility for recycling, processing, and marketing. The designated recycling vendor will be responsible for the removal of Freon once received at their site and provide weight receipts to the Township.
- c. Assisted Collection – Upon a request by a resident and approval by the Township, the Contractor shall provide Assisted Collection, a service offered to handicap, elderly, and/or infirm residents who are unable to manage transporting their Municipal Waste and Recyclables to and from the curb. This service requires the driver to leave the truck, retrieve the Cart from a location on the resident's property and visible from the road, empty the contents and return it to its original location. For information purposes only, the Township currently has zero (0) residents that receive Assisted Collection.
- d. Volume Collections – In the event that a Resident has a large volume of Municipal Waste as a result of a move or other special event, the Resident may contact the Contractor or any other hauler directly to arrange a pick up and fees for same shall be

the sole responsibility of the resident. This service is specifically excluded from this Contract.

- e. Holiday Collection: The Contractor shall not provide collection services on legal holidays including New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a regularly scheduled workday, collection shall be delayed by one day.
- f. Cooperative Efforts and Educational Program –
 - i. The Township and the Contractor shall work cooperatively to establish ongoing public education programs to encourage understanding and participation of the waste collection and recycling services provided by the Township. To this end, the Contractor shall make available to the Township, free of charge, any available educational digital graphics, materials, pamphlets or brochures.
 - ii. Not less than one month prior to April 1, 2019, the Contractor shall deliver at Contractor’s expense to all Residential Units receiving service under this Contract, at least the following information by direct mail:
 - o Collection schedule information (day of week, time of day and collection frequency);
 - o Material to be collected and how such material is to be prepared;
 - o Date that customer should begin using any new Municipal Waste Carts;
 - o Cart or Container curbside placement information;
 - o Any collection options regarding additional Carts, available to the customer, as determined by the Township
 - o Designation of contact person that residents should call for additional information, or for questions.
 - o All such informational material shall be approved by the Township prior to distribution. The cost of design, production, and mailing of such materials shall be the responsibility of the Contractor.
 - iii. Should the collection day change during the term of the contract, Contractor shall notify residents of the change by direct mail no later than 30 days prior to the day the change takes effect.
 - iv. By December 1, of each year of the contract, inclusive of any option period, the Contractor shall create and direct mail to each Residential Unit an educational/informational mailing, the text and content of which shall be drafted and approved by the Township. The costs associated with design, printing and mailing shall be at the expense of the Contractor.

MUNICIPAL WASTE COLLECTION

Municipal Waste and Recyclables collection services to the following designated Municipal Facilities. Contractor shall provide the Containers specified at the locations listed below and collect at the frequency specified.

SITE	NO. OF CONTAINERS	CONTAINER SIZE (Gallons or Yards)	COLLECTION FREQUENCY

Allen Township Municipal Building	1	6 yd. dumpster with locking bar mechanisms	1 x per week
Howertown Park	1	6 yd. dumpster with locking bar mechanisms	1 x per week

RECYCLING COLLECTION

SITE	NO. OF CONTAINERS	CONTAINER SIZE (Gallons or Yards)	COLLECTION FREQUENCY
Allen Township Municipal Building	1	6 yd. dumpster with locking bar mechanisms	1 x per week
Howertown Park	1	6 yd. dumpster with locking bar mechanisms	1x per week

CONTRACTOR OPERATIONS AND RESPONSIBILITIES

- a. **Collection Schedule** - The Contractor shall have the option of creating an operational plan including the selection of days of the week designated for the residential curbside collections of Municipal Waste and Recyclables, provided that collection shall occur Monday through Friday between the hours of 7:00am and 6:00pm. ***This information should be clearly provided, for each option, with the bid documents and at the time of the bid submission.***

- b. **Collection Equipment.** All collection equipment and/or vehicles to be used in conjunction with this contract shall be self-propelled, be of metal construction, and be securely covered, water-tight and kept thoroughly cleansed and painted. Identification numbers shall be permanently affixed to each vehicle and the name and telephone number of Contractor shall be displayed on either side of the vehicle in letters and numbers easily legible. The Contractor agrees, at all times, to maintain a sufficient number of back-up vehicles to assure an uninterrupted collection schedule. All vehicles used by Contractor under this contract shall conform to all local, state and federal laws, rules and regulations, relating to such vehicles.

- c. **Operations**
 - i. Days and Time - Collections shall be made by the Contractor, on a regular

schedule as described above in "Scope of Work." The collection of Municipal Waste and Recyclables shall not start before 7:00 A.M. or continue after 6:00 P.M. on the same day, Monday through Friday. Exceptions to these collection hours shall be effected only by mutual agreement between the Township and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances, such as adverse weather conditions, equipment breakdown, etc.

- II. Collection districts and routes shall be determined by the Contractor. The boundaries of each collection district shall be defined using major, well-known streets and other features so that route boundaries can be readily defined on a map and described to residents. Sixty (60) days prior to the scheduled start of the contract and collection, the Contractor shall provide the Township with one map showing in detail the proposed collection zones.
- III. Changes to Schedule - If, after the contract is awarded, the Contractor desires to change the recommended collection schedule, it must first notify the Township, in writing, and obtain the Township's approval prior to any alteration. In the event that the Township approves the requested change, it shall be the sole responsibility of the Contractor to advertise the change in regular collection schedule in the Morning Call, for three successive days, at least (30) thirty days prior to the alteration going into effect, and the Contractor shall be responsible for providing the Residents with such other reasonable notice as the Township may request. Further, the Contractor shall be solely responsible for the payment of said advertising and shall submit a proof of publication to the Township.
- IV. Collection Performance. It shall be the responsibility of the Contractor to remove all Municipal Waste and Recyclables, pursuant to the maximum amounts set forth herein, from each Residential Unit when it is placed in the proper area for collection. Contractor shall be responsible for the replacement of lids on all Municipal Waste Containers after same are emptied. Contractor shall not be required to empty containers over fifty (50) pounds, or to empty fifty-five (55) gallon drums, or to empty other receptacles not suitable for use as Municipal Waste Containers. It shall be the responsibility of the Resident to use Carts, Containers or bags as set forth in either Option 1 or Option 2 under "Scope of Work."
- V. Spills - In the event that Contractor, or any of its employees, spills any material during the collection process, it shall be the sole responsibility of the Contractor to clean up said spilled material immediately. Contractor agrees that all duties to be performed by it will be completed in a neat and workmanlike manner.

d. Complaints

- I. All service complaints received by the Township shall be referred to the Contractor for prompt and courteous attention.
- II. In case of alleged missed scheduled collection, the Contractor shall investigate immediately and, if such allegations are verified, shall arrange for the collection of the Municipal Waste and/or Recyclables within twenty-four

- (24) hours after the complaint is received.
- III. The Contractor shall maintain a customer service phone number, manned by agents familiar with this contract, by which the Township and/or Township residents can contact the Contractor with complaints, requests for missed collection, etc. The office shall be equipped with sufficient messaging and/or voicemail and have responsible personnel operating such office from 7:30 a.m. to 5:00 p.m., Monday through Friday. After hours voicemail messages shall be returned the following day. The telephone number shall be one which can be reached by the Township residents with a non-toll call.
 - IV. Contractor shall maintain a daily log of all complaints received from Township residents which shall be available for inspection by the Township upon request.
 - V. Any and all complaints made to the Township relative to the Contractor's collection performance shall be forwarded to the Contractor for review. It shall be the responsibility of the Township to resolve any reasonable complaints, and the decision of the Township shall be final and non-appealable as long as it conforms to the bid specifications and other contract documents, which were executed. In the event of any major and/or substantial issues concerning the Contractor's collection performance and/or the Township's responsibility as are herein contracted, the Township and Contractor agree to meet within thirty (30) days of said occurrence to discuss said issue.
 - VI. The Township reserves the right make deductions to the monthly invoice if it deems necessary according to Exhibit A attached hereto.
 - VII. The Contractor shall be available for communication with the proper Township officials at all times. Contractor shall provide the Township with a telephone number where a responsible employee or Contractor is available at all times.

e. Service Disruptions

- I. Weather-related
 - 1) The Contractor shall notify the Township as soon as possible of any non-collection days due to severe weather, and, if possible, the notification shall be made the previous day or by 6:00 a.m. of the collection day. Weather emergencies requiring a one-day delay in waste/recycling collection shall be posted as soon as possible on Channel 69 TV News, and on radio channels 96.1, 99.9, 100.7.103.5.
 - 2) When severe weather as determined by the Township, Northampton County, or Pennsylvania State officials prevents collection on the scheduled day, the Contractor shall make collection on the next weekday. Residents will be instructed to provide for visibility and access to Carts, Containers and other materials.
 - 3) If severe weather continues for one week or more, Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that were amassed for collection during the interval when collections were missed.
- II. Non-weather related
 - 1) When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on

the scheduled day, the Contractor shall make collection either later on that collection day, or the next collection day. The Contractor shall provide all the collections required during the collection week. Contractor shall contact the Township as soon as possible when Contractor is unable to effectuate collection due to road closures and/or blockages. In the event that collection cannot take place the same day of the road closure/blockage, Contractor shall notify the Township of when collection will take place.

f. **Employee Conduct and Qualifications**

- I. The Contractor is responsible for providing the supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage to private property, close and relock all gates and doors that they open, return Carts and containers to their original location and not blocking driveways, mailboxes, etc. While collecting, employees shall wear uniforms or other identification supplied by the Contractor.
- II. The Bidder shall submit a copy of its safety training program with respect to all employees engaged in the collection or transportation of Municipal Waste or Recyclables within the Township. ***A copy of the bidder's most recent U.S. Department of Transportation safety rating shall be provided in the bid submission.***
- III. Contractor shall only employ competent persons licensed and/or skilled in the various job requirements in connection with contract. Contractor certifies that it is an equal opportunity employer and complies with all federal and state employment regulations.

4. CONDITIONS

- a. Each bidder shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the General Conditions. Bidders shall and are hereby directed to inspect the entire municipality to investigate all circumstances affecting the cost and nature of the work and shall assume all risk in connection therewith.
- b. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document, or to become acquainted with conditions existing, shall in no way relieve bidder of any obligations with respect to the contract. The Township shall make all such documents available to the bidders.
- c. Bidder shall be familiar with the Northampton County Solid Waste Disposal Plan. A copy of the plan is available by contacting Northampton County.
- d. The bidder shall make a determination as to the conditions and shall assume all risk and responsibility to complete the work regardless of the conditions bidder may encounter or create, without extra cost to the Township.

5. FUEL COST ADJUSTMENT

- a. On each Bid Pricing Form, and in the Contract, Bidder/Contractor shall identify the portion of its annual Bid price attributable to Bidder's estimated annual fuel consumption cost subject to price adjustment on an annual basis pursuant to the terms of this section. This amount identified by Bidder/Contractor subject to annual price adjustment shall not exceed five percent (5%) of the total annual amount bid for its services. The estimated annual fuel consumption cost identified by Bidder/Contractor shall be subject to an annual adjustment beginning on year two (2) of the Contract and thereafter on an annual basis for the remainder of the Contract term including any extension years. The annual fuel cost adjustment shall be determined as follows:
- b. Bidder/Contractor shall specify the total number of vehicles anticipated to service the Township and detail whether those vehicles are fueled with diesel or utilize an alternative fuel, such as compressed natural gas. This fleet summary shall be updated annually. The annual adjustment beginning in Contract year 2 and thereafter on an annual basis for the duration of the Contract including any extensions, to the estimated annual fuel consumption cost identified by Bidder/Contractor, shall be determined pursuant to the paragraphs contained in this section.
- c. Diesel Fuel Cost Adjustment (DFCA): The fuel cost adjustment applied to Bidder/Contractor's estimated annual fuel consumption cost shall be based upon the percentage change in the price per gallon of diesel fuel as identified in the "U.S. On-Highway Diesel Fuel Prices" index for the Central Atlantic East Coast (PADD1B)

published by the Federal Energy Information Administration. The aforementioned "U.S. On-Highway Diesel Fuel Prices" index may be found at the following web address: https://www.eia.gov/dnav/pet/pet_pri_gnd_a_epd2d_pte_dpgal_w.htm

- d. Bidder/Contractor shall utilize the price per gallon of diesel fuel as published in the "U.S. On-Highway Diesel Fuel Prices" index on the week of August 2nd for the then active year of the Contract to determine what increase/decrease in diesel fuel shall apply to Bidder/Contractor's estimated annual fuel consumption cost for the following year of the the monthly bill submitted by Bidder/Contractor to the Township beginning in June of the following Contract year. The amount of fuel adjustments allocated to each monthly bill submitted to the Township shall be equal to 1/12 of the total amount of annual fuel cost adjustments calculated for that Contract year.
 - o Example (for illustrative purposes only) Calculation for Year 2 of the Contract: The index reports that the current cost of diesel fuel reported for the Week of January 1st, 2020 is \$1.10/gallon and that this is a .10 increase from a year ago. Thus, the % change in diesel fuel cost per gallon from one year ago is a 10% increase. Accordingly, 10% of the estimated annual fuel consumption cost identified by Bidder/Contractor shall be added to the total annual cost to be paid by the Township to Bidder/Contractor for Contract Year 2 beginning on April 1, 2020 and continuing through March 31, 2022.
- e. Alternative Fuel Cost Adjustment (AFCA): With increasing trends for haulers to upgrade their hauling fleets to alternative fuels, such as compressed natural gas, the Township reserves the right to negotiate the estimated annual fuel consumption cost identified by Bidder/Contractor based on the total composition of the fleet servicing the Township utilizing alternative fuel.
- f. Proposed fuel cost adjustments as calculated by the Bidder/Contractor shall be submitted no later than two (2) weeks prior to expiration of the then current contract year.
- g. Upon approval by the Township, agreed upon fuel adjustments shall be added to the monthly bill submitted by Bidder/Contractor to the Township beginning in June of the following Contract year. The amount of fuel adjustments allocated to each monthly bill submitted to the Township shall be equal to 1/12 of the total amount of annual fuel cost adjustments calculated for that Contract year.
- h. Upon approval by the Township, agreed upon fuel adjustments shall be added to
- i. No other Fuel Cost Adjustments, except as set forth in this section, shall be permitted.

6. BASIS OF BID

Bids are solicited on the basis of rate for each type of service. After reviewing the bids submitted, the Township will decide, in its sole discretion, which service and term of the

contract it prefers.

7. TERM OF BID

Bid prices offered shall remain in effect for a period of ninety (90) days from the date of opening of said bids. At the end of said ninety-day period, any bid, which is not accepted by the Township, shall expire and be of no effect whatsoever. At the expiration of the ninety (90) day period referred to herein or upon the award and execution of a contract, whichever occurs first, Township shall return to each unsuccessful bidder the Bid Security submitted under paragraph 8 herein. At the end of the said ninety- day period, any bid, which is not accepted by the Township, shall expire and be of no effect whatsoever.

8. BID BOND

Each bidder, with its Bid, shall submit a certified check payable to the Township or a Bid Bond, from a Surety Company authorized to do business in Pennsylvania, in the amount of 10% of the total (3) three-year bid price. In the event the successful bidder fails to execute a contract as provided for in the specifications, the Township shall retain, as liquidated damages, such certified check or Bid Bond proceeds. The failure to submit a certified check or Bid Bond as provided for herein shall render a Bid void.

9. PERFORMANCE BOND

The Contractor shall be required to furnish a Performance Bond as security for the performance of this contract. Within twenty (20) days from the Notice of Award, the Contractor shall sign all contract documents and copies, supply the Township with the appropriate performance, bonds on the Township forms, and submit to the Township the required insurance certificates or forfeit as liquidated damages the bid security deposit. The time to enter into contract with the Township may be extended by the Township upon good cause shown by the successful bidder. The time for providing a performance bond shall not be extended. The Performance Bond shall also be from an approved surety company authorized to do business in the Commonwealth of Pennsylvania (Commonwealth), with an A.M. Best rating of A- or better, for the amount of one-hundred percent (100 %) of the Total cost of the contract for the entire length of the contract (3 years). Said surety bond shall be in effect for the entire term of the contract. The cost of the bond described above shall be paid by the Contractor. A certificate from the surety company showing that the bond premiums are paid in full shall accompany the bond.

The bond amount shall be reduced in the amount of Thirty-Three and One Third Percent (33.3%) of the total cost of the Contract for each year Contractor Successfully completes its duties/obligations under the Contract. In the event that the Township exercises any right to extend the Contract, the bond shall remain at 33.3% of the total cost of the Contract until such time as the Contract is terminated.

10. TERM OF CONTRACT

The collection and disposal of Municipal Waste and the collection, processing, and

marketing of Recyclables shall commence on or about April 1, 2019 and shall be for a three (3) year term. The Township and Contractor shall have the option to renew the Contract for three (3) successive one (1) year terms. The Township shall notify the Contractor of its request to renew the Contract on or before June 1, 2021, and on or before June 1 of the then current year for each successive option year exercised by the Township. Contractor shall notify the Township of its decision to renew the Contract within thirty (30) days of receipt of Township's request. Notification from both parties shall be accomplished by certified mail. In the event the parties agree to exercise the option to renew for an additional one-year term, the terms of these General Conditions and Contract herein shall remain in full force and effect for the entire length of each one year term.

11. INSURANCE

Each bidder, with its Bid, shall submit documentation evidencing that the following minimum insurance coverages are in effect:

Coverage	Limits of Liability
Workers Compensation and Employer's Liability	Statutory \$100,000 Each Accident, \$500,000 Disease- Policy Limit, \$100,000 Disease – Each Employee
Commercial General Liability, including the aggregate limit per project endorsement, Personal Injury and Property Damage Liability	\$1,000,000 Each Occurrence, \$2,000,000 Products Aggregate, \$2,000,000 General Aggregate, \$1,000,000 Fire Damage, \$10,000 Medical Expense
Commercial Auto Liability, Bodily Injury and Property Damage Liability	\$1,000,000 Per Accident

The successful Bidder shall be required to submit a Certificate of Insurance, naming Allen Township as an additional insured for the amounts reflected herein prior to the execution of the contract.

12. INDEMNIFICATION

The following Indemnification Agreement shall be included as a provision of the contract and shall be endorsed on the reverse sides of all certificates of insurance:

- a. The Contractor agrees to protect, defend, indemnify, and hold Allen Township and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any

patent, trademark, copyright (or application for any thereof) or of any other tangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. It is expressly understood and agreed that Contractor's duty of indemnification herein includes, but is not limited to, the duty to defend and indemnify for all claims arising from alleged or actual violation of federal or state environmental protection or pollution control statute(s). This indemnification further includes any civil claim for personal injury or property damage arising from the alleged or actual violation of federal or state environmental protection or pollution control statute(s)."

- b. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.
- c. In any case in which such indemnification would violate any applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Township for damage(s) arising out of bodily injury to persons or damage(s) to property caused by or resulting from the sole negligence of the Township or its employees.

13. PAYMENT AND REPORTING

Payment for services will be made by the Township on a monthly basis. Contractor shall furnish to the Township a monthly invoice in an amount equal to 1/12 of the annual contract price. Contractor shall provide with the invoice, a monthly report containing the following tonnages collected within the Township for each of the following materials: Municipal Waste, Bulk Items, Recyclables, and White and Metal Goods. Township shall remit payment to Contractor within thirty (30) days of receipt of each tonnage report and monthly invoice.

14. BACKGROUND AND EXAMINATION OF TOWNSHIP

The contract contemplated herein is based upon the information provided below. Except as otherwise provided in the Fuel Escalation paragraph herein, no upward adjustment in the contract price shall be made. Bidders shall inspect the entire Township included in the scope of services and make their own determination with respect to the number of collections, collection types and locations and all other circumstances which affect the cost of services to be performed. Estimates provided are not to be considered as binding and bidders shall assume all patent and latent risk in connection with the aforementioned.

The Township acknowledges the likelihood of becoming a PA DEP Act 101 mandated municipality as a result of the 2020 US census and, accordingly, will be taking steps become in compliance with this Act. Beginning with this contract, it is their intent to implement the following:

- a. Actively educate their Residents on the significant benefits of utilizing a mulching

mower or blade for “grasscycling” and letting their grass clippings lie rather than bagging and disposing of them in landfills.

- b. The Township intends to educate and take the necessary steps to control recycling contamination.
- c. In an effort to move more Yard and Leaf Waste from the waste stream they will be adding a spring curbside collection of yard waste and a fall curbside leaf collection.
- d. The following estimated information is provided for the use and consideration of the bidder. The Township offers no warranties as to the accuracy of the estimates, projections or information.

DESCRIPTION	AMOUNT
Residential Units (as of November 1, 2018)	1750
Residential Units (estimated November 1, 2019)	1780
Residential Units (estimated November 1, 2020)	1800
Population per 2010 Census	4269
Curbside Municipal Waste Reported in 2016 and 2017	2016 = 1624.91 tons 2017 = 1807.85 tons
Curbside Dual Stream Recyclables Reported in 2016 and 2017	2016 = 374.79 2017 = 306.69
Current Number of Assisted Collections	0 (not provided for in existing contract)
Current Yard Waste Reported in 2016 and 2017	2016 = 7337 cubic yards 2017 = 9444 cubic yard

15. BIDDER AFFIDAVIT OF EXPERIENCE QUALIFICATIONS

This document must be submitted by the successful bidder as part of this Bid and shall become a part of the contract entered into between the Township and the Contractor.

16. DEFAULT AND DEDUCTIONS FOR VIOLATION OF THE CONTRACT

Each of the following shall constitute an event of default hereunder (an "Event of Default"):

Contractor shall default in the performance or observance of any covenant, condition or provision contained in this Contract or General Conditions for a period of fifteen (15) days after written notice specifying such failure, unless a different period of time is set forth herein;

Any material representation or warranty made by or on behalf of Contractor or in any certificate, financial statement or other document furnished to Township shall prove to have been false or misleading in any material respect when made; In the Event of Default, the Township (without further notice) shall have all of the following rights and remedies, any or all of which the Township may exercise including, but not limited to: (1) the right to declare that this Contract, together with all rights granted to the Contractor, are terminated, effective upon such dates as the Township shall designate; (2) the right to license others to perform their services otherwise to be performed by the Contractor, or to perform such services itself; (3) to make a claim pursuant to the Performance Bond then remaining; (4) collect Liquidated Damages as set forth below; and (5) any other remedy at law or in equity.

17. LIQUIDATED DAMAGES

Inasmuch as damage and loss will be difficult or impossible to accurately assess, the Contractor shall pay the Township as liquidated damages, and not as a penalty, in all cases where the Township shall elect to accept such liquidated damages in lieu of actual damages, the various sums for the specific acts as set forth on the schedule, attached hereto as Exhibit A. The Township shall have the right to deduct from the monthly payments made to the Contractor those amounts as predetermined to be liquidated damages. It shall be a condition of the Contract that the question of deduction shall be decided by the Township, subject to a right of appeal to the Township Board of Supervisors by the Contractor.

18. OBSERVANCE OF LAWS

The Contractor, and its agents, employees, and subcontractors, shall at all times shall observe and comply with federal, state and Township laws, bylaws, ordinances and regulations as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract. In addition, the Contractor shall protect and indemnify the Township, its Board members, officers, employees and agents against any claims or liability arising from or based upon violation of such laws and regulations, whether by itself, its

subcontractors, or its agents or employees.

The Contractor shall, throughout the performance of the Contract, keep itself fully informed of all existing and future laws and regulations in any manner affecting those engaged or employed in the work, or in any way affecting the conduct of the Work. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such laws and regulations, the Contractor shall forthwith report the same, in writing, to the Township Manager or designee. When a discrepancy arises, the terms and conditions of the Contract and General Conditions shall control except when a Court or Government Agency of competent jurisdiction orders otherwise.

19. EFFECTIVE DATE

The Contract shall be effective upon execution of the contract and collection of Municipal Waste and Recyclables shall begin on April 1, 2019.

20. NON-DISCRIMINATION/EQUAL OPPORTUNITY

- a. The Contractor shall not discriminate against any employee, applicant for employment, customer or Township resident because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap.
- b. The Contractor will take affirmative action to ensure compliance with this nondiscrimination clause. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- c. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

INDEMNIFICATION

The Contractor(s) shall protect, defend, indemnify and save harmless the Township and the Township's officers, Board of Supervisors, employees and agents from any and every claim and risk, and from all losses, penalties, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses"), on account of injury to or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assigns as well as the Township or the Township's agents, and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with or related to the work performed under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property

of Allen Township, or any other property.

The Contractor duty of indemnification herein includes, but is not limited to, the duty to defend and indemnify for all claims arising from alleged or actual violations of federal or state environmental protection or pollution control statute(s). This indemnification further includes any civil claim for personal injury or property damage arising from the alleged or actual violation of federal or state environmental protection or pollution control statute(s).

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at its sole expense and agrees to bear all other costs and expenses related thereto, even if they are (claims, etc.) groundless, false or fraudulent.

CONTRACT DOCUMENTS

The contract between the Township and the Contractor shall consist of the following documents:

- a. The Bid Specifications and Instructions to Bidders.
- b. The Contractor's Bid and all documents submitted with the Bid.
- c. The executed Contract between Township and Contractor.

BOARD OF SUPERVISORS FOR THE
TOWNSHIP OF ALLEN

By: _____

EXHIBIT A

Deductions For Violation Of The Contract And Contract Termination

If the number of Contract violations exceeds fifteen (15) in any one month, the Township shall have the option of terminating the Contract, with no liability or obligation to the Contractor, by providing at least sixty (60) days written notice in advance of such termination.

Waste not timely collected, per Residential Unit, per occurrence within 48 hours of notice by the Township	—	\$ 100.00
Recyclables not timely collected, per Residential Unit, per occurrence within 48 hours of notice by the Township	—	\$ 100.00
Complaint not timely attended to within 48 hours of notice by the Township, per occurrence	—	\$ 100.00
Spilling of any Waste or Recyclables in conveying it from the curb to the truck and failing to immediately clean the street, per occurrence	—	\$ 200.00 plus cost of clean up
Damage to Township property; clean-up costs	—	To be billed at time and material rate
Leaving containers in front of mailboxes or driveways	—	\$ 100.00
Unnecessary noise before 7:00am and after 10:00 p.m. (truck brakes, compactor, engine and container clatter are a necessary incident; but not music, shouting, and/or excessive banging of containers)	—	\$ 100.00
Breakage, spillage, dumping, blowing, or other discharge from a Contractor's vehicle	-	\$ 200.00 plus cost of clean up
Damage to carts by Contractor attributed to negligence and excluding normal wear and tear		Cost of replacement or repair as needed

**Municipal Waste Collection and Disposal
And
Recycling Collection, Processing and Marketing**

**BID PRICING FORM
OPTION 1
FULLY AUTOMATED CURBSIDE COLLECTION SERVICE**

Bidder hereby submits the following Bid Pricing Form for the fully automated manual curbside collection of Municipal Waste Collection and Disposal And Recycling Collection, Processing and Marketing subject to the terms and conditions of the within Bid Documents, including the "Scope of Work" identified in Section 2.

The collection and transport of Allen Township's Municipal Waste and Recyclables shall commence on April 1, 2019.

Attach a statement indicating operational plan including the selection of days of the week designated for the curbside waste and recycling collections, provided that collection shall occur Monday through Friday between the hours of 7:00am and 6:00pm. ***This information should be provided, based on fully automated curbside collection.***

The contract price for the option years shall be the equivalent of the Annual Total for Services in line 5 below.

Bids shall be submitted for a three (3) year term with the bilateral option to renew the terms of the Contract for three (3) successive one (1) year terms.

Please provide all cost numbers in figures and words.

Service Description

Annual Cost

1. Annual Municipal Waste Collection and Disposal

Bid Amount Written in Words

2. Annual Recyclables Collection, Processing and Marketing

Bid Amount Written in Words

3. Annual White/Metal Goods Collection, Processing and Marketing

Bid Amount Written in Words

4. Annual Bulk Items Collection and Disposal

Bid Amount Written in Words

5. TOTAL ANNUAL COST FOR SERVICES
(Add lines 1 through 4 only)

Bid Amount Written in Words

6. Amount of Annual Bid Attributable to Bidder's
Estimated annual fuel consumption cost. This amount
identified by Bidder/Contractor shall not exceed five (5%)
of the total annual amount bid for its services.

Bid Amount Written in Words

7. TOTAL COST OF 3 -YEAR CONTRACT
(Multiply line 5 by 3)

Bid Amount Written in Words

ATTEST:

SUBMITTED BY:

Name of Bidder

BY: _____

BY _____

Title of Signatory

Date: _____

**Municipal Waste Collection and Disposal
And
Recycling Collection, Processing and Marketing**

**BID PRICING FORM
OPTION 2
FULLY MANUAL CURBSIDE COLLECTION SERVICE**

Bidder hereby submits the following Bid Pricing Form for the fully manual curbside collection of Municipal Waste Collection and Disposal And Recycling Collection, Processing and Marketing subject to the terms and conditions of the within Bid Documents, including the "Scope of Work" identified in Section 2.

The collection and transport of Allen Township's Municipal Waste and Recyclables shall commence on April 1, 2019.

Attach a statement indicating operational plan including the selection of days of the week designated for the curbside waste and recycling collections, provided that collection shall occur Monday through Friday between the hours of 7:00am and 6:00pm. ***This schedule should be provided, based on a fully manual curbside collection.***

The contract price for the option years shall be the equivalent of the Annual Total for Services in line 5 below.

Bids shall be submitted for a three (3) year term with the bilateral option to renew the terms of the Contract for three (3) successive one (1) year terms.

Please provide all cost numbers in figures and words.

Service Description

Annual Cost

1. Annual Municipal Waste Collection and Disposal

Bid Amount Written in Words

2. Annual Recyclables Collection, Processing and Marketing

Bid Amount Written in Words

3. Annual White/Metal Goods Collection, Processing and Marketing

Bid Amount Written in Words

4. Annual Bulk Items Collection and Disposal

Bid Amount Written in Words

5. TOTAL ANNUAL COST FOR SERVICES
(Add lines 1 through 4 only)

Bid Amount Written in Words

6. Amount of Annual Bid Attributable to Bidder's
Estimated annual fuel consumption cost. This amount
identified by Bidder/Contractor shall not exceed five (5%)
of the total annual amount bid for its services.

Bid Amount Written in Words

7. TOTAL COST OF 3 -YEAR CONTRACT
(Multiply line 5 by 3)

Bid Amount Written in Words

ATTEST:

SUBMITTED BY:

Name of Bidder

BY: _____

BY _____

Title of Signatory

Date: _____

BIDDER'S AFFIDAVIT OF EXPERIENCE AND QUALIFICATIONS

State of _____ :
County of _____ :S.S.

I state that I am _____ of _____.
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

Section 1 - Business

1. Name of Contractor: _____
Office Address: _____
Phone Number: _____

2. Years in Business _____

3. Briefly state your qualifications and experience for the performance of the Contract.

4. Please identify the Contractor's principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the Contractor is a public corporation, the officers, the members of the board of directors and shareholders holding more than three (3) percent of the corporate stock.

5. Please identify any subcontractors, their principals, including the names and addresses of all owners or partners or shareholders and officers, or, if the contractor is a public corporation, the officers, the members of the board of directors and shareholders holding more than three (3) percent of the corporate stock.

6. Please list any municipal contracts, similar to this, that you have in place now or have had in place in the last (10) years? Include municipal name, term of contract and expiration date.

7. Have you ever defaulted on any contracts held by you? If so, give dates and specific details.

Section 2 – Equipment

Please list the year, make and model or type of each piece of equipment you intend to utilize during the term of this contract, based on Option 1 and Option 2.

Section 3 - Primary Contact Persons

The Township expects to communicate directly with each person in charge of the following areas pertaining to this Contract. The Township will be notified immediately of any changes to this information. Please provide all of the following information.

Contractor’s Primary Contact Person for Contract Implementation and Contract Duration

Name: _____
Mailing Address: _____
Direct Phone: _____ Mobile: _____ Fax: _____ Email: _____

Contractor's Contact Person for Resident Education and Annual Mailings

Name: _____
Mailing Address: _____

Direct Phone: _____ Mobile: _____ Fax: _____ Email: _____

Contractor's Contact Person for Operational Issues (i.e. missed pickups, cart damage, etc)

Name: _____
Mailing Address: _____

Direct Phone: _____ Mobile: _____ Fax: _____ Email: _____

Contractor's Contact Person for Billing Questions

Name: _____
Mailing Address: _____

Direct Phone: _____ Mobile: _____ Fax: _____ Email: _____

Signed: _____

Print Name _____

Title _____

If desired by the Bidder, additional pages describing additional references or work under way may be attached.

BID PROPOSAL FORM

Bid of _____ (hereinafter called Bidder), organized and existing under the laws of the State of _____, doing business as _____
_____. In compliance with the Notice to Bidders, and Bid Documents, Bidder hereby proposes:

**BID DOCUMENTS FOR
COLLECTION AND DISPOSAL OF MUNICIPAL WASTE
AND COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES**

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

By submission of this Bid, each bidder certifies that this Bid has been made independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to complete the contract on or before a date to be specified in the Notice to Proceed and to fully complete project within consecutive calendar days thereafter. Bid quotation must be made both in figures and words. Consideration for award of the Contract will be based on the COMBINED TOTAL YEARLY COST OF ALL SERVICES. Estimated units have been provided solely for calculation purposes of the bid and are not intended to represent actual service requirements. Attached is each of the bid service pricing forms included in this Bid.

Respectfully submitted:

By: _____ (L.S.) Attest: _____

Title: _____
(Printed)

Address: _____

Phone: _____

Date: _____

(Seal)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ (Name and Address), an
Individual/Partnership/Corporation organized and existing under the laws of _____
____ as Principal (Principal), and _____, a corporation organized and
existing under the laws of _____, since _____ (Date), _____
_____ as Surety, are held and firmly bound unto Allen Township, 4714
Indian Trail Road, Northampton, Northampton County, Pennsylvania, 18067 in the full and just sum
of _____ (\$_____) lawful money of the United States of
America, for the payment of which sum we bind ourselves, successors and assigns, jointly and
severally.

Signed, the _____ day of _____, 2018.

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

**BID DOCUMENTS FOR
COLLECTION AND DISPOSAL OF MUNICIPAL WASTE
AND COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES**

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have 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.

(For Individual Principal)

(Typed Name of Principal)
(Signature)
Trading and doing business as

_____(SEAL)

Witness:

(Name and Address)

(For Partnership Principal)

Witness:

(Typed Name and Address of Partnership)

Signature of Partner

By _____(SEAL)

Typed Name of Partner

Signature of Partner

By _____(SEAL)

Typed Name of Partner

Signature of Partner

By _____(SEAL)

Typed Name of Partner

(For Corporation Principal)

ATTEST:

(Typed Name and Address of Corporation)

Signature of Secretary

By _____
Signature of President

Typed Name of Secretary

By _____(SEAL)
Typed Name of President

(For Limited Liability Corporation)

ATTEST:

(Typed Name and Address of LLC)

By _____

Signature of Secretary

Signature of Member, Manager

Typed Name of Secretary

By _____ (SEAL)
Typed Name of Member, Manager

(Corporation Surety)

Witness/Attest _____

(Print Name and Address of Corporation)

(Print Name and Title)

**By: _____
Attorney-in-Fact (Print Name)

(CORPORATE SEAL)

**Attached an appropriate original power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in Fact to act on behalf of the corporation.

All signatures should have four parts:

1. Name and address of business – printed
 2. Signature – manuscript;
 3. Name of individual – printed;
 4. Title of individual – printed;
- Plus Seal, if a corporation.

This is generally true whether principal or surety, and whether by an officer (president) or corporate secretary, partnership or proprietor.

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

NON-COLLUSION AFFIDAVIT

Allen Township

**BID DOCUMENTS FOR
COLLECTION AND DISPOSAL OF MUNICIPAL WASTE
AND COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES**

State of _____ :
:S.S.
County of _____ :

I state that I am _____ of _____.
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit any intentionally high or non-competitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with or inducement from any firm or person to submit a complementary or other non-competitive bid.
- (5) _____,
(Name of Firm)

its affiliates, subsidiaries, officers, director and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
(Name of Firm)

acknowledges that the above representations are material and important, and will be relied on by the Township of Allen in awarding the contract for which this bid is submitted. I understand and my firm

understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Township of Allen of the truth relating to the submission of bids for this contract.

(Name & Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 2018

Notary Public

My Commission Expires

NOTICE OF AWARD

TO: _____

DATE: _____

PROJECT DESCRIPTION:

Allen Township

**BID DOCUMENTS FOR
COLLECTION AND DISPOSAL OF MUNICIPAL WASTE
AND COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES**

Allen Township has considered the Bid(s) submitted by you for the above described project in response to its Notice to Bidders dated _____, and the related Contract Documents.

You are hereby notified that your bid or portions thereof, as shown in your bid proposal, have been accepted as follows:

You are required, according to the Notice to Bidders and/or the General Conditions to execute the Agreement and furnish the required Performance Bond within twenty (20) calendar days from the date of this Notice of Award. If you fail to execute said Agreement and to furnish said Bonds within twenty (20) days from the date of this Notice of Award, Allen Township shall be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of this Notice of Award to Allen Township, 4714 Indian Trail Road, Northampton, Pennsylvania, 18067.

Dated this _____ day of _____, 2018.

TOWNSHIP OF ALLEN By: _____
Ilene M. Eckhart, Township Manager

ACCEPTANCE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2018.

By: _____

Title: _____

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

NOTICE TO PROCEED

TO: _____

_____ DATE

PROJECT DESCRIPTION:

Allen Township

**BID DOCUMENTS FOR
COLLECTION AND DISPOSAL OF MUNICIPAL WASTE
AND COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES**

You are hereby notified to proceed in accordance with the Agreement dated _____, and you are to provide Residential Municipal Waste & Recycling Collection and Transport, in accordance with the service option selected by the Township, for a three (3) year term plus the bilateral option to renew the terms of the Contract for three (3) successive one (1) year terms. Contract is to begin on April 1, 2019.

TOWNSHIP OF ALLEN
Northampton County, Pennsylvania

By: _____
Ilene M. Eckhart, Manager

You are required to return an acknowledgment of this Notice to Proceed to Allen Township, 4714 Indian Trail Road, Northampton, Pennsylvania, 18067.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by this _____ day of _____, 2018.

By: _____

Printed:

Title:

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ (Name and Address), an Individual/Partnership/Corporation organized and existing under the laws of _____ as Principal (Principal), and _____, a corporation organized and existing under the laws of _____, since _____, (Date), _____ as Surety (the Surety), are held and firmly bound unto Allen Township, 4714 Indian Trail Road, Northampton, Pennsylvania, 18067. in the full and just sum of _____ (\$_____) lawful money of the United States of America, representing 100% of the total contract amount for the payment of which sum we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

Contractor may comply with the Performance Bond requirements of this section by obtaining a Performance Bond with an initial term of one (1) year but shall be further required to obtain a renewal of said Performance Bond no later than sixty (60) days before the expiration of the then current year for an amount which is 33.3% less than the amount of the bond in the preceding year during the initial three (3) year term. The amount of the performance bond for any option years shall be equivalent to the amount required for the third year of the initial term. Any failure on the part of Contractor to obtain the required renewal of the Performance Bond before the deadline imposed by this section shall be a material breach of this Contract by the Contractor.

WITNESSETH THAT:

WHEREAS, the Principal entered into a certain Contract dated _____ day of _____, 2018, a copy of which is hereto attached and made a part hereof, with Allen Township (hereinafter Owner) to perform certain work for the Owner, in connection with Allen Township's BID DOCUMENTS FOR COLLECTION AND DISPOSAL OF MUNICIPAL WASTE AND COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES

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

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

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Owner a certificate from the Pennsylvania Department of Revenue, evidencing payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation for the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties, and interest due the Commonwealth of Pennsylvania from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived.

That no final settlement between the Owner and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the Principal and the Surety have 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.

(For Individual Principal)

_____(SEAL)
(Typed Name of Principal)

(Signature)
Trading and doing business as

Witness:

(Name and Address)

(For Partnership Principal)

Witness:

Partnership)

(Typed Name and Address of

By _____ (SEAL)
Signature of Partner

Typed Name of Partner

(continued on next page)

By _____ (SEAL)
Signature of Partner

Typed Name of Partner

By _____ (SEAL)
Signature of Partner

Typed Name of Partner

(For Corporation Principal)

ATTEST:

Corporation)

(Typed Name and Address of

By _____
Signature of Secretary

Signature of President

By _____ (SEAL)
Typed Name of Secretary

Typed Name of President

(For Limited Liability Corporation)
ATTEST:

LLC)

(Typed Name and Address of

By _____
Signature of Secretary
Manager

Signature of Member,

By _____ (SEAL)
Typed Name of Secretary
Manager

Typed Name of Member,

(Corporation Surety)

Witness/Attest

(Print Name and Address of Corporation)

**By: _____
(Print Name and Title)

Attorney-in-Fact (Print Name)

(CORPORATE SEAL)

**Attached an appropriate original power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in Fact to act on behalf of the corporation.

All signatures should have four parts:

1. Name and address of business – printed
 2. Signature – manuscript;
 3. Name of individual – printed;
 4. Title of individual – printed;
- Plus Seal, if a corporation.

This is generally true whether principal or surety, and whether by an officer (president) or corporate secretary, partnership or proprietor.

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

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

TO: _____

DATE: _____

PROJECT DESCRIPTION:

Allen Township

**BID DOCUMENTS FOR
COLLECTION AND DISPOSAL OF MUNICIPAL WASTE
AND COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES**

Allen Township has considered the Bid(s) submitted by you for the above described project in response to its Notice to Bidders dated _____, and the related Contract Documents.

You are hereby notified that your bid or portions thereof, as shown in your bid proposal, have been accepted as follows:

You are required, according to the Notice to Bidders and/or the General Conditions to execute the Agreement and furnish the required Performance Bond within twenty (20) calendar days from the date of this Notice of Award. If you fail to execute said Agreement and to furnish said Bonds within twenty (20) days from the date of this Notice of Award, Allen Township shall be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of this Notice of Award to Allen Township, 4714 Indian Trail Road, Northampton, Pennsylvania, 18067.

Dated this _____ day of _____, 2018.

TOWNSHIP OF ALLEN By: _____
Ilene M. Eckhart, Township Manager

ACCEPTANCE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2018.

By: _____

Title: _____

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

NOTICE TO PROCEED

TO: _____

_____ DATE

PROJECT DESCRIPTION:

Allen Township

**BID DOCUMENTS FOR
COLLECTION AND DISPOSAL OF MUNICIPAL WASTE
AND COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES**

You are hereby notified to proceed in accordance with the Agreement dated _____, and you are to provide COLLECTION AND DISPOSAL OF MUNICIPAL WASTE AND COLLECTION, PROCESSING, AND MARKETING OF RECYCLABLES, in accordance with the service option selected by the Township, for a three (3) year term plus the Township's option to renew the terms of the Contract for three (3) successive one (1) year terms. Contract is to begin on April 1, 2018.

TOWNSHIP OF ALLEN
Northampton County, Pennsylvania

By: _____

Ilene M. Eckhart, Township

Manager

You are required to return an acknowledgment of this Notice to Proceed to Allen Township, 4714 Indian Trail Road, Northampton, Pennsylvania, 18067.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by this _____ day of _____, 2018.

By: _____

Printed:

Title:

NOTE: Failure to return acknowledgment of the Notice to Proceed does not relieve the

Contractor of the conditions imposed by the Agreement.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ (Name and
Address), an Individual/Partnership/Corporation organized and existing under the laws
of _____ as Principal (Principal), and _____
_____, a corporation organized and existing under the laws of _____
_____, since _____, (Date), _____ as
Surety (the Surety), are held and firmly bound unto Allen Township, 4714 Indian Trail
Road, Northampton, Pennsylvania, 18067.
in the full and just sum of _____
(\$_____) lawful money of the United States of America, representing 100%
of the total contract amount for the payment of which sum we bind ourselves,
successors and assigns, jointly and severally, firmly by these presents.

Contractor may comply with the Performance Bond requirements of this section by obtaining a Performance Bond with an initial term of one (1) year but shall be further required to obtain a renewal of said Performance Bond no later than sixty (60) days before the expiration of the then current year for an amount which is 33.3% less than the amount of the bond in the preceding year during the initial three (3) year term. The amount of the performance bond for any option years shall be equivalent to the amount required for the third year of the initial term. Any failure on the part of Contractor to obtain the required renewal of the Performance Bond before the deadline imposed by this section shall be a material breach of this Contract by the Contractor.

WITNESSESTH THAT:

WHEREAS, the Principal entered into a certain Contract dated _____ day of _____
_____, 2018, a copy of which is hereto attached and made a part hereof,
with Allen Township (hereinafter Owner) to perform certain work for the Owner, in
connection with the Collection and Disposal of Municipal Waste and the Collection,
Processing and Marketing of Recyclables.

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

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

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Owner a certificate from the Pennsylvania Department of Revenue, evidencing payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation for the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties, and interest due the Commonwealth of Pennsylvania from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived.

That no final settlement between the Owner and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the Principal and the Surety have 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.

(For Individual Principal)

_____(SEAL)
(Typed Name of Principal)

(Signature)
Trading and doing business as

Witness:

(Name and Address)

(For Partnership Principal)

Witness:

Partnership)

(Typed Name and Address of

By _____ (SEAL)
Signature of Partner

Typed Name of Partner

(continued on next page)

By _____ (SEAL)
Signature of Partner

Typed Name of Partner

By _____ (SEAL)
Signature of Partner

Typed Name of Partner

(For Corporation Principal)

ATTEST:

Corporation)

(Typed Name and Address of

By _____
Signature of Secretary

Signature of President

By _____ (SEAL)
Typed Name of Secretary

Typed Name of President

(For Limited Liability Corporation)
ATTEST:

LLC)

(Typed Name and Address of

By _____
Signature of Secretary
Manager

Signature of Member,

By _____ (SEAL)
Typed Name of Secretary
Manager

Typed Name of Member,

(Corporation Surety)

Witness/Attest

(Print Name and Address of Corporation)

**By: _____
(Print Name and Title)

Attorney-in-Fact (Print Name)

(CORPORATE SEAL)

****Attached an appropriate original power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in Fact to act on behalf of the corporation.**

All signatures should have four parts:

1. Name and address of business – printed
2. Signature – manuscript;
3. Name of individual – printed;
4. Title of individual – printed;
Plus Seal, if a corporation.

This is generally true whether principal or surety, and whether by an officer (president) or corporate secretary, partnership or proprietor.

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

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