

TOWNSHIP OF ALLEN
4714 Indian Trail Road
Allen Township
Northampton, PA 18067

INVITATION TO BID AND
SPECIFICATIONS
FOR
MUNICIPAL WASTE and RECYCLING COLLECTION AND DISPOSAL
FROM RESIDENTIAL UNITS
INCLUDING COLLECTION, PROCESSING, AND MARKETING OF
RECYCLABLES

NOTICE TO BIDDERS

MUNICIPAL WASTE AND RECYCLING COLLECTION AND DISPOSAL
AGREEMENT FOR THE TOWNSHIP OF ALLEN, NORTHAMPTON COUNTY,
PENNSYLVANIA

TO INTERESTED BIDDERS:

Sealed bids properly marked "Allen Township Municipal Waste and Recycling Bid" for the collection, recycling and disposal of Municipal Waste for the Allen Township, Northampton County, Pennsylvania, will be received by Allen Township at Allen Township Municipal Building located at 4714 Indian Trail Road, Northampton, PA 18067, until **November 16, 2021**, at **12:00 P.M.** An appointed representative of Allen Township will open bids at 1:00 P.M. on November 16, 2021 at the above mentioned address. A mandatory pre-bid meeting will be held at the Allen Township Municipal Building on October 25th, 2021 at 10 AM.

Specifications and bid forms may be obtained from the office of the Allen Township at the address above stated. (Telephone: 610-262-7012). Specifications and bids forms are also available on the Township website: www.allentownship.org.

Ilene M. Eckhart
Manager
Allen Township

(Express Times: October 4th & 11th)

SPECIFICATIONS FOR THE COLLECTION,
DISPOSAL AND RECYCLING OF MUNICIPAL WASTE
FOR THE TOWNSHIP OF ALLEN

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.

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 Container (municipal waste) 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.

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

Commercial Properties - 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.

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.

Containers (Municipal Waste) - shall mean a receptacle with a capacity of greater than 20 gallons, but less than 50 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the Container by vectors. The mouth of a Container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 60 pounds. Commonly referred to as a “trash can”.

Containers (Recycling) – shall mean the 20 to 50 gallon plastic container with a detachable lid used to store and utilize for curbside recycling collection.

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 containers that are provided to Residential Units for placement at curbside.

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 this document, residential structures on a farm shall be considered Residential Properties so long as only ordinary Municipal Waste is placed for collection as part of the Township's Municipal Waste collection program.

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.

Grass Clippings lawn waste resulting from the mowing of residential lawns. For the purpose of this contract, grass clippings shall not be considered Municipal Waste.

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, public works areas, and fire stations, 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.

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.

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.

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 Resident prior to placing the item for curbside collection.

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 twelve (12) inches in diameter; human or animal excrement; noxious weeds and soil contaminated with hazardous substances.

2. COLLECTION

Contractor will be responsible for collection of all Municipal Waste in Containers or bags left by each Resident in accordance with the provisions of paragraph 3 herein. The collection by Contractor shall be for Residential Properties only and shall not apply to Commercial Properties.

It shall be the responsibility of each and every Resident to place the Municipal Waste Containers at the curb line, where applicable; and, in the event of streets without curbing, at the berm of the state or township road, but in no case more than ten (10) feet from the edge of pavement. Further, it shall be the responsibility of Resident to clear a pathway to the Municipal Waste Containers in the event of snow so as to make the same easily accessible to Contractor.

Collections shall be made by the Contractor one (1) time a week, on a regular schedule to be determined after consultation with the Township. Current collection is every Thursday and Bidders should make every effort to maintain said schedule. Bidders are instructed to set forth in their bids the days and time recommended for collection.

Collection districts and routes shall be suggested determined by the Contractor but must be approved by the Township. 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.

The collection of Municipal Waste and Recyclables shall not start before 6:00 A.M. or continue after 7:00 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.

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 on WFMZ for three successive days, at least ten (10) 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. The Contractor shall supply the Township Manager with a proof of the advertisement and all associated notices to be sent to Township residents for review prior to sending. Further, the Contractor shall be solely responsible for the

payment of said advertising and shall submit a proof of publication to the Township.

In the event a national holiday falls on a regularly scheduled collection day, the collection may, at the option of the Contractor, be changed to the next day following said national holiday. In this regard, it will be the responsibility of the Contractor to notify the Residents of said change by advertising the same on WFMZ no less than one (1) time and no less than one (1) week prior to the regularly scheduled collection day; said advertisement to be placed in a timely fashion so that Residents are assured of notification prior to the regularly scheduled collection day; or, alternatively, provide each Resident and the Township, prior to the beginning of the calendar year or initial service, a schedule denoting exceptions to the normally scheduled collection day.

In any event, the final decision as to when collection is made shall be at the sole discretion of the Township.

3. SCOPE OF WORK/COLLECTION PERFORMANCE

It shall be the responsibility of the Contractor to remove all Municipal Waste and Recyclables, from each residential property when it is placed in the proper area for collection. Contractor shall be responsible for the replacement of lids on all garbage, recycling or Municipal Waste Containers after the 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 excluding all white goods. It shall be the responsibility of the Resident to use either standard garbage cans, plastic bags, or other receptacles, which lend themselves to easy emptying or disposal.

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.

Fully Manual Collection Service shall include the following:

- a. Weekly collection of Municipal Waste per the weekly volume specified within the Contract documents, as determined by the selected volume option awarded by the Board of Supervisors, none of which shall individually exceed the maximum weight of (50) fifty 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 Single Stream Recyclables with newsprint, magazines and office paper contained in brown paper bags or bundled with twine. Comingled Recyclables shall be placed in twenty (20) or fifty (50) gallon containers. All items shall be collected curbside from Residential Units, on the same day as Municipal Waste Collection.

ADDITIONAL SERVICES

- a. Bulk Item Collection – Monthly curbside collection of one (1) Bulk Items per Residential Unit per week, on the same day as Municipal Waste collection.
- 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 Resident will be responsible for the removal of Freon prior to placing item for curbside pick up. The Contractor will provide weight receipts to the Township.
- c. Assisted Collection – Upon a request by a resident (accompanied by proof of medical necessity) and upon 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 items for collection 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 June 15, 2022 (the commencement of service under the Contract), 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 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.
 - o 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. schedule information (day of week, time of day and collection frequency);
 - o Material to be collected and how such material is to be prepared;

4. 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 4714 Indian Trail Road	2 (one regular trash/one recycling)	6 yd. dumpster with locking bar mechanisms	1 x per week
Allen Township Fire Company Building, 3530 Howertown Road	1 (one regular trash)	6 yd. dumpster with locking bar mechanisms	1 x per week
Howertown Park Short Lane	2 (one regular trash/one recycling)	6 yd. dumpster with locking bar mechanisms	1 x per week
Dog Park Savage Road	1 (one regular trash)	4 yd. dumpster with locking bar mechanism	1 x per week

5. MUNICIPAL WASTE AND RECYCLABLES PACKAGING

Each Municipal Waste Container and/or bag shall not exceed fifty (50) pounds. Newspapers, magazines, and like materials must be tied or bundled by Resident to facilitate easy pick-up by Contractor.

6. COLLECTION OF RECYCLABLES

Recyclables, except for brush, leaf waste, grass clippings and white goods shall be placed by Resident at the normal pick-up collection area for other Municipal Waste more specifically described in paragraph 2 herein. White goods shall be collected as Municipal Waste. Brush, leaf waste and grass clippings shall not be part of the Municipal Waste collection program.

Contractor will provide all labor and specialized recycling vehicles and any other equipment required in the collection of Recyclables. The Contractor shall not willingly destroy or damage any containers used for the purpose of disposing of Recyclables. Collection of Recyclables shall be made by the Contractor on a regular schedule at least once every other week and on the same day as collection of Municipal Waste. Each container used for the purpose of recycling shall be considered the sole property of the Resident, or the Township if the container has been provided by the Township.

7. DUMPSTERS

The Contractor shall include in its bid the cost of five (5) six-yard dumpster for the disposal of Municipal Waste and Recycling and one (1) four-yard dumpster for the disposal of Municipal Waste: two (2) of said dumpsters to be located at the Township's Municipal Building; one (1) of said dumpsters to be located at the Allen Township Fire Company Building; two (2) of said dumpsters to be located at the Howertown Park; and one (1) four-yard dumpster for the disposal of Municipal Waste at the Allen Township Dog Park (Savage Road). All dumpsters are to be emptied by Contractor weekly.

8. 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.

9. BID BOND AND PERFORMANCE BOND

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 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 the Bid void.

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. ADJUSTMENT IN BID OR COLLECTION FEE

Except as otherwise provided in this paragraph and in paragraph 15 hereof, the collection price submitted by Contractor shall not be increased without the written consent of the Township being first obtained.

11. TERM OF CONTRACT

The contract, when entered into, shall be for a term of three (3) years. **The contract shall commence week of July 15, 2022.** The collection duties contemplated herein shall commence no later than thirty (30) days after the execution of the Contract. All Bidders shall submit bids for three (3) years. The Allen Township Board of Supervisors shall determine, in its sole discretion, the term of the Contract to be awarded.

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, 2024, 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.

12. 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.

a. 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.

b. 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 WFMZ 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 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.

c. 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.

13. PAYMENT AND REPORTING

The contract contemplated herein is based upon collection of approximately 1800 Residential Properties ("Contract Units") in the Township and upon Contractor supplying (5) six-yard dumpsters and (1) four-yard dumpster for use by the Township.

Except as otherwise provided in paragraph 9 herein, no upward adjustment in the contract price shall be made unless the number of Contract Units increases or decreases by an additional twenty (20) or more units. In the event of such a Contract Unit increase, the Contract Price shall be raised by the per unit price multiplied by the increase in Contract Units and in the event of such a Contract Unit decrease, the Contract Price shall be lowered by the per unit price multiplied by the Contract Unit decrease. Subsequent adjustments in the contract price may only be made when the number of contract units increases or decreases by another twenty (20) or more units. Bidders shall inspect the entire Township included in the scope of services and make their own determination with respect to the amount and quantity of waste and recycling material to be accepted and all other circumstances (including but not limited to the number of Contract Units), 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 above collection unit count 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.

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. 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 August 1, 2021)	1800
Residential Units (estimated August 1, 2022)	1810
Residential Units (estimated August 1, 2023)	1820
Population per 2020 Census	5,456
Curbside Municipal Waste Reported in 2019 and 2020	2019 – 1,694 Tons; 2020 – 1,531 Tons
Curbside Single Stream Recyclables Reported in 2019 and 2020	2019- 229 Tons; 2020 – 317 Tons
Current Number of Assisted Collections	0 (not provided for in existing contract)
Current Yard Waste Reported in 2019 and 2020	2019 – 6279 cubic yards; 2020 – 6209 cubic yards

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 **July 15, 2022**.

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.

21. 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.

22. AWARDING OF CONTRACT/CONTRACT DOCUMENTS

The contract contemplated herein shall be awarded to the lowest responsible bidder in compliance with the bid specifications and the advertisement for bids. The Township specifically reserves the right to reject any and all bids for any reason whatsoever.

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.

23. 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. All Bidders shall bid on all Options for Collection (Three, Six and Unlimited Containers/Per Week/Per Residence).
- c. 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.

- d. Bidder shall be familiar with the Northampton County Solid Waste Disposal Plan. A copy of the plan is available by contacting Northampton County.
- e. 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.

24. 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. No other Fuel Cost Adjustments, except as set forth in this section, shall be permitted.

25. STRIKE

In the event of any strike or other work stoppage, or in the event of unforeseeable acts of GOD, Contractor shall remain obligated to perform its duties, provided, that Contractor shall be given at least 48 hours' notice prior to the imposition of any penalties by the Township.

26. QUESTIONNAIRE

The Questionnaire submitted by the successful bidder as part of this Bid shall become a part of the contract entered into between the Township and the Contractor.

27. COLLECTON 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.

28. PROPOSALS

The Township shall consider all bids for collection and disposal of Municipal Waste and Recyclables.

Each bidder shall complete all portions of the Bid Tabulation Sheet attached hereto. Failure to do so will render a bid void. The Township reserves the right to select or reject any submitted Bid.

29. EVENT OF DEFAULT

In the event that Contractor fails to make the regularly scheduled collections for a period in excess of one (1) week, the Township may declare the contract in default and seek appropriate legal remedies, including an action against the Contractor's Performance Bond. Township, at its sole and reasonable discretion, shall decide how and by whom the Contract will be completed, and any and all costs incurred by the Township, including but not limited to its legal fees, in obtaining the services of a second, replacement hauler, shall be paid by and be the sole responsibility of Contractor.

In the event of a singular missed collection, whether the same is for one or several Residential Properties, the Township will determine the nature of the cause for said missed collection; and, in the event the Contractor is at fault, the Contractor will be responsible for completing the collection within 48 hours from the date of the missed collection.

During inclement weather (i.e., heavy snowfall, ice storms, floods, etc.), the Contractor will be responsible for the completion of that day's regularly scheduled collection route as soon as practical after the roadways have been cleared, cindered or otherwise made accessible.

30. COMPLIANCE WITH THE CHAPTER 20 OF THE CODE OF ALLEN TOWNSHIP (SOLID WASTE)

The Contractor is obligated to abide by all applicable terms and conditions contained within the Code of Allen Township, as amended.

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 ten (10) 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 24 hours of notice by the Township	— \$ 100.0 0
Recyclables not timely collected, per Residential Unit, per occurrence within 24 hours of notice by the Township	— \$ 100.0 0
Complaint not timely attended to within 24 hours of notice by the Township, per occurrence	— \$ 100.0 0
Spilling of any Waste or Recyclables in conveying it from the curb to the truck and failing to immediately clean the street, per occurrence	— \$ 200.0 0 plus cost of clean up
Damage to Township property; clean-up costs	— To be billed at time and mater ial rate
Leaving containers in front of mailboxes or driveways	— \$ 100.0 0

Unnecessary noise before 6:00am and after 7:00 p.m. (truck brakes, compactor, engine and container clatter are a necessary incident; but not music, shouting, and/or excessive banging of containers)	- \$ 100.0 0
Breakage, spillage, dumping, blowing, or other discharge from a Contractor's vehicle	- \$ 200.00 plus cost of clean up
Damage to Container 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
THREE CONTAINER WEEKLY 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/Collection Performance” identified in Section 3.

The collection and transport of Allen Township’s Municipal Waste and Recyclables shall commence on July 15, 2022.

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 6:00am and 7:00pm.

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 _____

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

**BID PRICING FORM
OPTION 2
SIX CONTAINERS WEEKLY 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/Collection Performance” identified in Section 3.

The collection and transport of Allen Township’s Municipal Waste and Recyclables shall commence on July 15, 2022.

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 6:00am and 7:00pm.

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

8. Annual Municipal Waste Collection and Disposal

Bid Amount Written in Words

9. Annual Recyclables Collection, Processing and Marketing

Bid Amount Written in Words

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

Bid Amount Written in Words

11. Annual Bulk Items Collection and Disposal

Bid Amount Written in Words

12. TOTAL ANNUAL COST FOR SERVICES

(Add lines 1 through 4 only)

Bid Amount Written in Words

13. 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

14. TOTAL COST OF 3 -YEAR CONTRACT

(Multiply line 5 by 3)

Bid Amount Written in Words

ATTEST:

SUBMITTED BY:

Name of Bidder

BY: _____

BY _____

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

**BID PRICING FORM
OPTION 3
UNLIMITED WEEKLY 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/Collection Performance” identified in Section 3.

The collection and transport of Allen Township’s Municipal Waste and Recyclables shall commence on July 15, 2022.

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 6:00am and 7:00pm.

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

15. Annual Municipal Waste Collection and Disposal

Bid Amount Written in Words

16. Annual Recyclables Collection, Processing and Marketing

Bid Amount Written in Words

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

Bid Amount Written in Words

18. Annual Bulk Items Collection and Disposal

Bid Amount Written in Words

19. TOTAL ANNUAL COST FOR SERVICES

(Add lines 1 through 4 only)

Bid Amount Written in Words

20. 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

21. 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 _____ :
: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:

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, 2 and Option 3.

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 _____, 2021.

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)

_____(SEAL)

(Signature)
Trading and doing business as

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)

Signature of Secretary

By _____
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 _____, 2021

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 August 23rd, 2021, 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 _____, 2021.

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 _____, 2021.

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 July 15, 2022.

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 _____, 2021.

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 _____, 2021, 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:

(Typed Name and Address of

Partnership)

By _____(SEAL)

Signature of Partner

Typed Name of Partner

(continued on next page)

By _____ (SEAL)
Signature of Partner

Typed Name of Partner

Signature of Partner

By _____ (SEAL)

Typed Name of Partner

(For Corporation Principal)
ATTEST:

Corporation)

(Typed Name and Address of

Signature of Secretary

By _____
Signature of President

By _____ (SEAL)
Typed Name of Secretary

Typed Name of President

(For Limited Liability Corporation)
ATTEST:

Signature of Secretary

(Typed Name and Address of LLC)

By _____
Signature of Member, Manager

By _____ (SEAL)
Typed Name of Secretary

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.

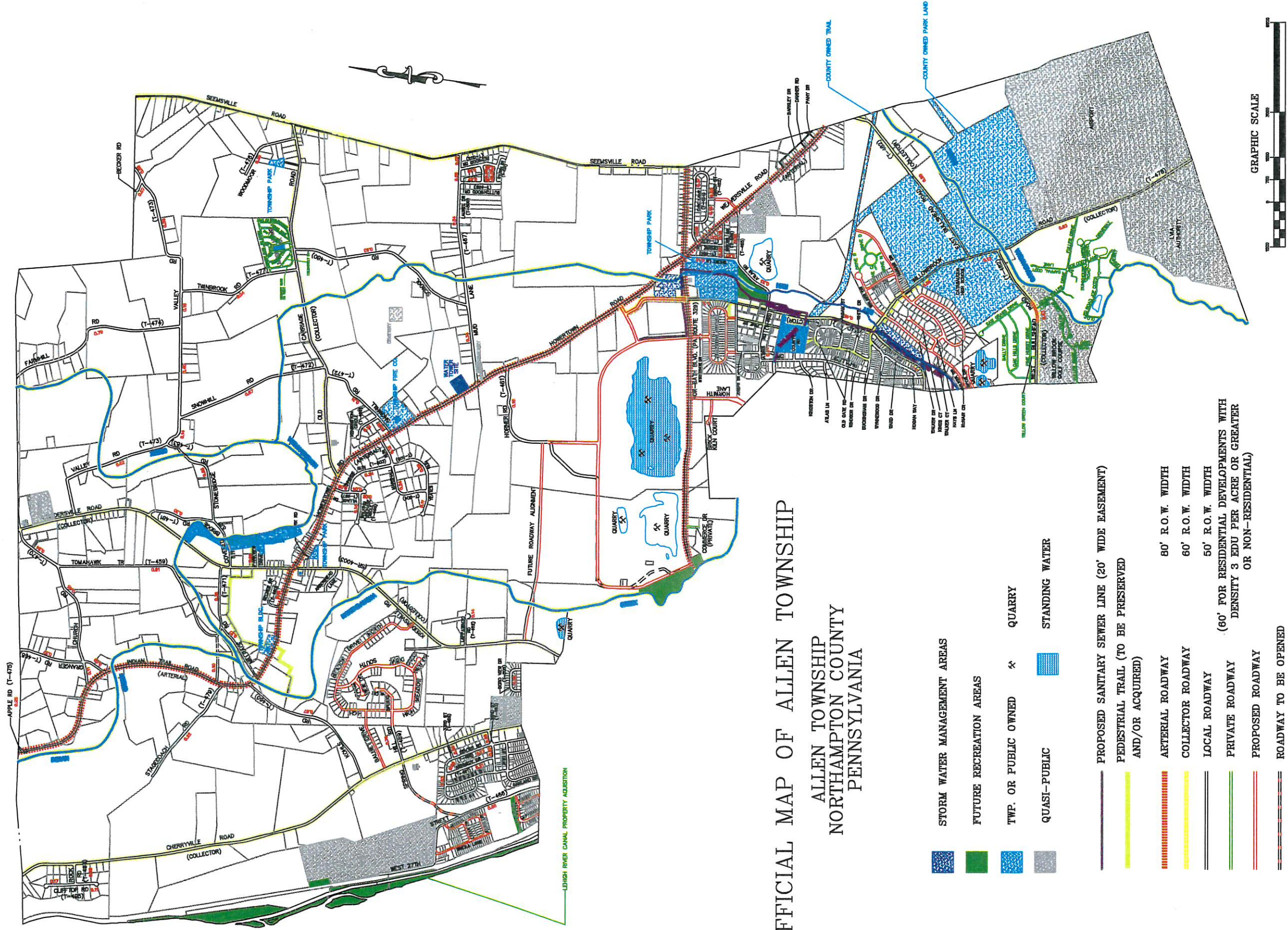
All signatures should have four parts:

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.

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



OFFICIAL MAP OF ALLEN TOWNSHIP
 ALLEN TOWNSHIP
 NORTHAMPTON COUNTY
 PENNSYLVANIA

ADOPTED June 12, 2018

ALLEN TOWNSHIP PLANNING COMMISSION
Albert J. ...
 ALLEN TOWNSHIP BOARD OF SUPERVISORS
John D. ...
 CHAIRMAN
 CHAIRMAN
 SECRETARY

Street Name	# of houses	Lower Number	Highest Number
Adams Street	28	1300	1346
Apple Road	1	3877	3877
Arrowhead Lane	4	17	75
Atlas Lane	6	1405	1410
Atlas Road	63	105	849
Barkley Drive	1	1200	1200
Becker Avenue	9	45	153
Boro Vu Drive	26	141	179
Buckingham Drive	29	631	673
Buttonwood Road	10	5	42
Center Road	37	3004	3325
Cherryville Road	36	3118	5275
Church Road	21	74	3567
Clifftop Road	18	10	28
Country Road	11	10	20
Covered Bridge Road	7	65	451
Debbie Road	11	25	35
Drexel Drive	12	8	41
E. Bullshead Road	9	29	382
Eisenhower Drive	40	3019	3232
Farmhill Road	15	42	742
Frank Drive	18	138	159
Granger Road	8	1014	1340
Gray Drive	18	100	121
Graystone Circle	98	850	983
Hays Lane	2	23	25
Hogan Way	28	1002	1036
Hollow Lane	1	215	215
Horner Road	1	178	178
Howertown Road	55	2251	4304
Indian Trail Road	46	4384	6068
Jeffrey Lane	28	137	214
Jennings Run	11	10	40
Joseph Road	8	101	115
Kennedy Drive	37	3006	3306
Kensington Circle	9	2	10
Kings Court	18	10	27
Kingston Drive	7	1347	1358
Kohls Road	7	50	446
Kreidersville Road	67	2860	5135
Lappawinzo Road	2	124	140
Laurel Drive	4	9	22
Marshall Run	15	1	75
McNair Circle	70	100	250
McNair Drive	22	300	325

-1 3900 howertown Rd change address to 1500 Old Carriage rd

Millrace Road	16	19	501
Mud Lane	29	15	919
Nor Bath Blvd.	22	11	266
Oak Lane	52	47	108
Oakland Drive	30	3039	3076
Old Carriage Rd	24	4	1500
Old Gate Road	79	1102	1299
Parkview Drive	2	18	57
Phyllese Drive	42	1	49
Pine Street	18	527	562
Pond Road	6	37 91D	
Redwood Drive	11	2	18
Savage Road	9	481	885
School Road	7	33	637
Seemsville Road	42	2159	4483
Short Lane	9	6	23
Snow Hill Road	24	37	701
Spring Hill Road	12	73	829
Stagecoach Road	4	24	334
Stonebridge Road	4	225	301
Sycamore Court	4	116	122
Tomahawk Trail	9	85	884
Twinbrook Road	7	184	469
Valley Road	25	271	1796
Village Drive	4	6	9
W. 27th Street	2	410	513
W. 30th Street	6	155	165
W. 31st Street	14	202	292
W. 32nd Street	6	203	253
W. 33rd Street	2	201	203
W. Center Road	3	214	234
W. Sylvan Drive	10	19	34
Walker Drive	65	100	215
Walking Purchase Cir	8	1	8
Ward Drive	26	801	835
Weaversville Road	38	1275	1998
White Circle	20	700	719
Willowbrook Road	2	1455	1491
Windsor Drive	4	202	205
Woodmoor Road	8	83	380
Wynnewood Drive	34	1100	1139
Yeats Run	17	32	79

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