INVITATION TO BID #2020-07.01

FOR

COLLECTION & DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLING SERVICES FROM RESIDENTIAL AND MUNICIPAL ESTABLISHMENTS

UPPER MACUNGIE TOWNSHIP

LEHIGH COUNTY, PENNSYLVANIA

July 20, 2020

Mandatory Pre-Bid Meeting:
Monday, August 3, 2020 10:00 a.m. EST
Bids Due:
Monday, August 24, 2020 10:00 a.m. EST

ROBERT R. IBACH, JR.
TOWNSHIP MANAGER
UPPER MACUNGIE TOWNSHIP
8330 SCHANTZ ROAD
BREINIGSVILLE, PA 18031
PHONE: 610-395-4892

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1.00 DEFINITIONS.

Apartment: A building arranged, designed and intended for occupancy by five (5) or more families living independently of each other in separate residential dwellings, rented and not owned, doing their own cooking therein. Also known as "Multifamily Housing Property". A building for four (4) or less families shall be deemed to be a "Residential Establishment".

Bags: Plastic sacks designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents should not typically exceed thirty-five (35) pounds.

Bin: Metal receptacle designed to be lifted and emptied mechanically for use only at commercial, industrial, municipal, and institutional establishments. Also commonly known as "dumpsters".

Bulky Waste: Stoves, air conditioners, refrigerators, water heaters or tanks, washing machines, appliances, furniture, tires (without or dismounted from wheels or rims), automobile parts with any fluids removed, dead animals, and other waste materials, with weights or volumes greater than those allowed for bins and containers, as the case may be; but excluding Electronic or E-Waste and Hazardous Waste (see separate definitions).

Bulky Waste Sticker: Sticker which residents may purchase from the Township to affix to an item or items of waste material that do(es) not conform to the size of a Cart or Container and which has a volume no larger than four (4) feet wide; six (6) feet long; and four (4) feet tall.

Bundle: Tree, shrub or brush trimmings, Construction Refuse, or newspapers and magazines securely tied together forming and easily handled package not exceeding three (3) feet in length, twelve (12) inches in height, or fifty (50) pounds in weight.

Cart: A wheeled receptacle, usually constructed of plastic and having a hinged lid which can be closed preventing entrance of rain and vectors into the container. The mouth of the cart shall have a diameter greater than or equal to that of the base. The container will have the provisions to be both handled manually and mechanically.

Commercial Establishment: Any establishment engaged in a non-manufacturing or non-processing business including, but not limited to, stores, markets, office buildings, restaurants, shopping centers, theaters, churches and mobile home parks.

Construction Refuse: Scrap lumber, concrete, wallboard, pipe, and other materials from construction, demolition, or remodeling.

Container: A receptacle of any shape with a capacity of greater than (20) gallons but less than thirty-five (35) gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight lid capable of preventing entrance into the

container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base. The weight of the container and its contents should not normally exceed sixty (60) pounds. Also commonly known as “trash cans”.

Contract Documents: The Notice to Bidders, Instructions to Bidders, Contractor’s Bid, the Questionnaire and any supplemental information submitted by the Contractor, Insurance Certificate, Price Sheet, these Specifications, all attachments, any Addenda, and any other changes to the foregoing documents agreed to by the Township and the Contractor.

Contractor: The person, corporation, Limited Liability Company, or partnership performing Municipal Solid Waste collection and disposal and recycling services for the Township under this Contract.

Day Care Center: A building or facility whose primary use is to provide care and supervision of minor children. (A commercial use).

Disposal: By Incineration, deposition, injection, dumping, spilling, leaking, or placing of Municipal Solid Waste into or on the land or water in a manner that the waste or a constituent of the waste enters the environment, is admitted into the air, or is discharged to the waters of the Commonwealth of Pennsylvania is strictly prohibited.

Disposal Site: The site, facility, location, area or premises to be used for the disposal of Municipal Solid Waste from this Contract, which shall be licensed and permitted by the Pennsylvania Department of Environmental Protection.

Electronic or E-Waste: Any device covered by PA Act 108 of 2010 (Covered Device Recycling Act); commonly, discarded computers, office electronic equipment, entertainment device electronics, mobile phones, and television sets. This includes used electronics which are destined for reuse, resale, salvage, recycling, or disposal.

Hazardous Waste: Any chemical, compound, mixture, substance or article is designated by the United States Environmental Protection Agency or appropriate agency of the Commonwealth to be “Hazardous”, as that term is defined by pursuant to Federal or Commonwealth Law. Any other material that any governmental agency having appropriate jurisdiction shall determine from time to time as hazardous, toxic, harmful or dangerous.

Household Hazardous Waste (“HHW”): Leftover household products that can catch fire, react, or explode under certain circumstances, or that are corrosive or toxic as household hazardous waste. Products, such as paints, cleaners, oils, batteries, and pesticides can contain hazardous ingredients and require special care when disposing of them. Specifically, any material or substance which, by reason of its composition or characteristics, is either, (i) toxic or hazardous waste as defined in either the Solid Waste Disposal Act, 42 U.S.C.A. 6901 et seq. as replaced, amended, or supplemented, or any laws of similar purpose or effect, and such rules or regulations promulgated thereunder,

or (ii) special nuclear or by product materials within the Atomic Energy Act or effect, and such rules or regulations promulgated thereunder; or (b) other materials which the Pennsylvania DEP, USEPA or any Governmental body shall determine from time to time is harmful, toxic or dangerous or otherwise ineligible for disposal at the selected facility.

Industrial Establishment: Any establishment engaged in manufacturing or processing including, but not limited to, factories, foundries, mills, processing plants, refineries and the like.

Institutional Establishment: Any establishment engaged in service to persons including, but not limited to, hospitals, nursing homes, orphanages, schools and universities.

Leaf Waste: Leaves fallen from any deciduous tree or plant.

Mixed Use Building: A building whose primary use is residential but may also contain non-residential or accessory uses in the building. If the non-residential use shall occupy 30% or less of the indoor floor area, the building shall be deemed residential use. If the non-residential use occupies over 30% of the indoor floor area of the structure, the entire building shall be deemed a commercial use. (Indoor floor area shall not include garages, crawl spaces or other unheated/uninsulated areas.)

Municipal Establishment: Properties owned by Upper Macungie Township.

Municipal Solid Waste ("MSW") or Solid Waste: Any garbage, refuse, industrial lunchroom or office waste, and other material including solid, liquid, semi-solid, or contained gaseous material resulting from the operation of residential, municipal, commercial, industrial or institutional establishments, or from community activities, including any trace amounts of hazardous waste normally found in such household trash, garbage, or refuse The term does not include either source-separated recyclable materials or "Leaf Waste" as defined by Act 101 , or chemotherapeutic wastes (to be disposed of according to OSHA and ONS Standards).

Processing: Any technology used for the purpose of reducing the volume or bulk of Municipal Solid Waste or any technology used to convert and/or segregate part or all such waste materials for off-site reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, incinerators, recycling facilities and resource recovery facilities.

Recyclable Waste or Materials: Refuse utilized or marketed for reuse or reprocessing, rather than disposed of in a disposal site.

Refrigerant-Containing Appliance: Any appliance containing any refrigerant, including HCFC-22 or R-22 (commonly Freon) or R410A (commonly Puron).

Refuse: The collective term applying to all garbage, rubbish, recyclable waste, ashes, leaves, and grass clippings from residential, municipal, commercial, industrial or institutional premises, or construction refuse.

Residential Establishment: Any premises utilized primarily as a residential dwelling unit, including, but not limited to, homes, mobile homes and condominiums (Condo's). Premises containing five (5) or more rental residential dwellings are "apartments". Premises' containing four (4) or less residential dwellings shall be deemed residential establishments. Premises with over thirty percent (30%) of the floor area used by a non-residential establishment shall be deemed to be commercial establishments.

Township: Upper Macungie Township located in Lehigh County, Pennsylvania.

Transportation or Hauling: The off-site removal at any time from the Township of any Municipal Solid Waste generated or present from the premises.

White Goods: Large electrical goods used domestically such as refrigerators, washing machines, and clothes dryers.

Yard Waste: Shrubbery, tree trimmings, trees, tree limbs, bushes, shrubs, and other similar woody plant waste material. Excludes grass clippings, leaf waste, and the root systems of trees, bushes, and shrubs.

2.00 SUBMISSION OF BIDS.

a. Bids must be received at the Upper Macungie Township Municipal Building located at 8330 Schantz Road, Breinigsville, PA 18031 on or before 10:00 a.m. EST, on Monday, August 24, 2020. At 10:15 a.m. on that date all bids received will be publicly opened and read aloud.

b. All Bids must be prepared in accordance with the requirements of this Invitation to Bid (ITB) and must be made on the Bid Forms that are included as a part of the ITB. One (1) original and three (3) copies of each bid shall be submitted in a sealed envelope. On the exterior of the sealed envelope should appear "BID ENCLOSED" and "BID #2020-07.01".

c. Bids must be delivered in person, via courier, or via U.S. Mail to the address indicated above. No facsimile or electronic transmissions will be accepted.

d. A MANDATORY PRE-BID MEETING will be held at the Upper Macungie Township Municipal Building at the address indicated above on Monday, August 3, 2020 at 10:00 a.m. Attendance at the Pre-Bid Meeting will be required for a bid to be considered.

e. The issuance of this Invitation to Bid constitutes only an invitation to submit responsive bids ("Bid" or "Bids") to the Township. Notwithstanding any other provisions of this ITB, the Township reserves the right to determine, in its sole discretion, whether any aspect of the bid satisfactorily meets the criteria established in this ITB, to request additional information from any Bidder, to waive immaterial defects in any bid, to reject any or all bids with or without cause, and to take any action that the Township deems appropriate. The Township intends to select that Bid which, in the sole opinion of the Township, is most favorable to the convenience of the Township and shall not give rise to any rights in any person. In the event that a Contract is not awarded for any reason or that this ITB is withdrawn for any reason, the Township shall have no responsibility and/or liability to pay any Bidder for any costs or expenses incurred in connection with this ITB or the bids or transactions contemplated by this ITB or otherwise.

f. The Township of Upper Macungie shall have the right to disqualify any Bidder who in the past has not performed in accordance with the contractual requirements of a previous contract for the Township.

3.00 DOCUMENTS TO BE SUBMITTED.

a. All bidders shall submit one (1) original and three (3) copies of the following information and documentation with their Bid Proposal submission:

i. Attachment A – Nondiscrimination/Sexual Harassment Clause

ii. Attachment D – Non-Collusion Affidavit

iii. Attachment E – Bidder Qualification Questionnaire

iv. Attachment F – Vehicle Dedication Affidavit

v. Attachment G – Permit Capacity Affidavit

vi. Attachment H – Recycling Market Affidavit

vii. Attachment I – Bid Bond Form

viii. Attachment K – Bid Submission Check List Form

ix. Attachment L – Price Sheet

x. Description of Equipment per Bid Specification Section 10.06 a.

xi. Copies of Documents per Bid Specification Section 12.00 a.xiii.

xii. Copies of Documents per Bid Specification Section 12.00 b.

b. All of the foregoing shall be submitted in accordance with the instructions and specifications hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

4.00 RESPONSIBILITY OF BIDDERS TO EXAMINE BID INVITATION AND THE TOWNSHIP.

a. By submitting a bid, each Bidder represents that they have read and understand the requirements of this ITB and has inspected the entire Township, its composition, demographic makeup, geography and topography to make their own determination with respect to the number of collections, collection types and locations and all other circumstances that affect the cost of the services to be provided. Estimates provided in the ITB are not to be considered as binding and Bidders shall assume patent and latent risk in connection with the above. Failure or omission of any Bidder to make these examinations and understand all parts of the Bid Instructions shall not relieve the Bidder from any obligations with respect to their bid.

b. Any bid may be withdrawn prior to the scheduled time for the opening of the bids or authorized postponement thereof. Any bid received after the bid opening time stated herein shall not be considered. All bids must remain valid for at least sixty (60) days following the bid opening unless the Bidder submits credible evidence that the reason for the price bid being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetical error or any unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the Bid; provided, that:

   i. Notice of a claim of the right to withdraw such Bid shall be made in writing to the Township within two (2) business days after the opening of Bids; and

   ii. The withdrawal of the Bid would not result in the awarding of the Contract on another Bid of either the same Bidder, a partner, or to a corporation or other business venture owned by or in which the same Bidder has a substantial interest.

   iii. The time constraints set forth in this Section shall be strictly construed.

c. No Bidder who is permitted to withdraw a Bid after the opening of Bids shall supply any material or labor to, or perform any subcontract or other work agreement for any person to whom the Contract or a subcontract is awarded in the performance of the Contract for which the withdrawn Bid was submitted, without the prior written approval of the Township; all in accordance with the provisions of Pennsylvania

Act 4 of 1974, as found at 73 P.S. Section 1602 et seq., as amended, regarding Public Contracts - Withdrawal of Bids, etc.

5.00 BASIS OF AWARD.

a. For the services which the Township may select after reviewing and evaluating the Bids and Price Sheets from each Bidder, the Township intends to award a three (3) year Contract to the responsive and responsible Bidder who has submitted the lowest sum of "Yearly Total" for Contract Years 2021-2023 inclusive, for the collection, transport and disposal of curbside solid waste, collection and marketing of curbside recycling and the collection, transport and disposal of materials from certain public facilities as set forth herein.

b. Bidders shall submit Bids that provide for separate pricing for solid waste collection and the collection and marketing of recyclables. The "Three Year Total" shall be computed by simple addition of the individual prices bid for each Contract Year for the above referenced services.

c. In addition, there are two optional services for which the Township is requesting separate pricing: Option 1 – Household Hazardous Waste/E-Waste; Option 2 – Yard Waste. The Township may or may not ultimately elect to choose one or both options; however, when evaluating Bids the inclusion or exclusion of the Options will be considered uniformly across all bids. If Option 1 – Household Hazardous Waste/E-Waste, and/or Option 2 – Yard Waste, are considered for award, the applicable amount of the option(s) will be added to the "Yearly Total" in calculating the Bidder's final bid amount.

d. Bidding shall be based on 7,384 residential establishments throughout the term of the Contract. Any adjustments for new or additional residential dwellings due to construction, demolition and or conversion units should not be taken into consideration by Bidder. All adjustments, whether increases or decreases, in the number of residential dwellings shall be in accordance with Section 9.01 of these Bid Specifications.

e. All Bids shall be based upon the "East Coast PADD 1" diesel fuel pricing publicized as of July 20, 2020 on the web at https://www.eia.gov/petroleum/gasdiesel/. Bidders shall identify the fuel pricing per gallon used in calculating and arriving at its Bid. Any increases in pricing due to fuel increases shall be captured through fuel price adjustments as set forth in Section 23.00 of the Bid Specifications. Bidders shall provide in the Bid a line item identifying the fuel pricing used in calculating and arriving at its Bid. Any annual increases in pricing shall not include fuel price adjustments. Any increases in pricing due to fuel increases shall be captured through fuel price adjustments as set forth in Section 23.00 of these Bid Specifications.

6.00 QUESTIONS AND INTERPRETATIONS.

a. Questions may be forwarded by telephone, or in writing to the Township as follows:

Mr. Robert Ibach, Jr., Township Manager
Upper Macungie Township
8330 Schantz Road
Breinigsville, PA 18031
(610) 395-4892
ribach@uppermac.org

b. A MANDATORY PRE-BID MEETING will be held at the Upper Macungie Township Municipal Building at the address indicated above on Monday, August 3, 2020 at 10:00 a.m. Attendance at the Pre-Bid Meeting will be required for a bid to be considered. Bidders will be provided with three (3) business days to submit additional written questions after the completion of the Pre-Bid Meeting.

c. Verbal responses provided to any Bidder shall be non-binding and shall be provided for information purposes only.

d. Any changes to these Bid Specifications shall be made by formal written Addendum. Any written Addendum will be provided to each person who requested a copy of this ITB and attended the Pre-Bid Meeting.

e. When the Work Specifications identify a brand name, trade name, or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the Bidder may substitute an equal product, subject to the approval of Upper Macungie Township.

7.00 BACKGROUND INFORMATION.

a. Demographic Information for the Township is as follows:

i. Total Population – 25,201 (U.S. Census Bureau July 1, 2019 Estimate)
ii. Population Density – 966.06/mi^2
iii. Total Number of Collected Residential Establishments - 7,384 (7/1/2020)
iv. Total Road Miles – 182.81

b. Historical Collection Data (2015 – 2019)

i. Municipal Solid Waste – 7,219 tons per year average
ii. Total Singlestream Recyclable – 1,748 tons per year average

8.00 GENERAL DESCRIPTION OF CONTRACT PERFORMANCE.

The Contractor's performance under this Contract shall consist of all the items contained in these Specifications, including furnishing all of the materials, equipment, labor, tools, supervision, insurance, bonds, transportation, taxes, permits, licensing fees, disposal charges, and all other items necessary to perform in accordance with the Contract Documents. The Contractor shall be responsible for collection and disposing of all MSW, Bulky Waste, and Recyclables, without limitation of quantity except for the limitations on various kinds of Bulky Waste; Electronic Waste and Household Hazardous Waste if the E-Waste/HHW Option is awarded (Option 1); and Yard Waste if the Yard Waste Option is awarded (Option 2).

A contractor's bid may be rejected for any reason, including but not limited to unsatisfactory record of past performance in the Township or elsewhere; unacceptable exceptions to bid requirements; and price.

8.01 Types of Establishments. The Contract requires the collection, transportation, and disposal of Municipal Solid Waste and/or recycling of source-separated recyclable materials from all Residential and Municipal establishments in the Township. The Contract does not include the following establishments:

a. Multifamily Housing Property consisting of five (5) or more independent dwelling units within a single building or complex, regardless of the form of ownership, or tenancy – i.e., Condominiums, Apartments, Mobile Home Parks, etc.

b. Commercial Establishments.

c. Industrial Establishments.

d. Institutional Establishments, including Public Schools, Private Schools, and Places of Worship.

9.00 COLLECTION AND DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE.

9.01 Residential Establishment Services.

a. The Contractor shall provide curbside collection and disposal services for all municipal solid waste from all Residential Establishments in the Township one (1) time per week, year-round. The Contract shall be initially based on a total of 7,384 such Residential Establishments. See "Attachment C – Number of Residential Units in the Township".

b. The work under the Contract shall consist of the items contained in the Bid, including all the supervision, materials, equipment, labor, services, and other items necessary to complete said work in accordance with the bid specifications and the

Contract. The Contract requires the automated collection of solid waste using current Township solid waste containers or carts from all Residential Establishments in the Township unless otherwise specified.

c. The Township recognizes that development continues to occur within its borders. As such, the Township, on a quarterly basis, shall update or adjust the number of Residential Dwellings subject to collection in order to capture any changes resulting from new construction, demolition, or conversion of uses.

d. The adjustment shall be calculated by utilizing the annual lump-sum contract price for the particular contract year and dividing that price by the number of Residential Establishments subject to collection. The resulting figure shall represent the "contract price on a per unit basis."

e. If, after the Township updates the number of Residential Establishments, the Township determines that the number of Establishments has increased, the Contractor shall be entitled to a favorable adjustment equal to the increase in the number of Residential Establishments multiplied by the "contract price on a per establishment basis."

   Example: If the "contract price on a per establishment basis" totals $100.00 per establishment and the Township's quarterly update demonstrates ten (10) additional Residential Establishments, then the contract price shall be adjusted in the Contractor's favor by the sum of $1,000.00.

f. If, after the Township updates the number of Residential Establishments, the Township determines that the number of establishments has decreased, then the Township shall be entitled to a favorable adjustment equal to the decrease in the number of establishments multiplied by the "contract price on a per establishment basis."

g. Any adjustment to which the Contractor or Township is entitled, shall be implemented in the month following the adjustment.

h. Under no circumstances shall any adjustment be paid after the termination of the Contract for the final year of the Contract.

i. The Contractor shall be responsible for collection and disposing of all MSW, bulky waste, and recyclables placed for collection by Residential and Municipal Establishments, without limitation of quantity except for the limitations stated in Section 9.03.

9.02 Municipal Establishment Services. The Contractor shall also provide the following MSW and recyclable materials collection and disposal services as part of this Contract at no additional cost. The exact location of each site will be designated by the Township at the time of the award of the Contract and may be altered by the Township from time to time. It shall be the responsibility of the Contractor to supply the Containers set forth in the chart below, and the responsibility of the Township to supply the Carts set forth in the chart below.

Collection Location	Address	Frequency of Collection	Container Size/Type MSW	Container Size/Type Recycling
Fogelsville Fire Company Station 8	7850 Lime Street Fogelsville, PA 18051	One (1) time per week	One (1) 8 cubic yd Four (4) carts	One (1) 4 cubic yd
Trexlertown Fire Company Station 25	7723 Hamilton Boulevard Trexlertown, PA 18031	One (1) time per week	One (1) 8 cubic yd	One (1) 4 cubic yd
UMT Fire Company Station 56	6510 Schantz Road Allentown, PA 18104	One (1) time per week	Seven (7) carts	One (1) cart
UMT Police Department	37 Grim Road Breinigsville, PA 18031	One (1) time per week	One (1) 8 cubic yd	-
UMT Public Works Building	Grim Road Breinigsville, PA 18031	One (1) time per week	One (1) 8 cubic yd	One (1) 8 cubic yd (paper/cardboard) Four (4) carts
Yard Waste Drop-Off Site	Grim Road Breinigsville, PA 18031	***Two (2)*** times per week	-	Two (2) 8 cubic yd (paper/cardboard)
Earl Adams Memorial Park	8935 Breinigsville Road Breinigsville, PA 18031	One (1) time per week	One (1) 8 cubic yd	-
Lone Lane Park	30 Lone Lane Allentown, PA 18104	One (1) time per week	One (1) 8 cubic yd	-
Route 100 Park	1625 North Route 100 Fogelsville, PA 18051	One (1) time per week	One (1) 8 cubic yd	-
Grange Road Park	360 Grange Road Allentown, PA 18104	One (1) time per week	One (1) 8 cubic yd	-

9.03 Placement of Municipal Solid Waste.

a. All Municipal Solid Waste accumulated by owners or occupants of each Residential Establishment will be placed in a maximum of two (2) Carts having a maximum total capacity of one hundred ninety (190) gallons. The Township provides residents with carts having a capacity of ninety-five (95+/-) gallons; sixty-five (65+/-) gallons; and thirty-five (35 +/-) gallons of which each Residential Establishment may utilize a maximum of two (2) Carts of any combination.

b. Carts shall be placed to be accessible to the Contractor at ground level, and a point on or within three (3) feet of the public street or alley curb line from which collection is to be made. The Contractor is not required to render service if the presence of any interference prevents access to waste container and/or poses a threat to the Contractor or the Contractor's employees or agents. (See exception (e) below)

c. These representations shall also apply to all existing multi-family residential dwelling units that are subject to this Contract.

d. Contractor shall place properly emptied receptacles at the point or place from which they were removed and in an upright condition. Contractor shall remove from the streets and sidewalk all spillage that occurs during the collection activities of the Contractor. Unless the Contractor notifies the Township of existing debris prior to collection activities beginning, it will be presumed that debris remaining subsequent to collection activities is the responsibility of the Contractor. Contractor shall at all times have brooms and shovels in good condition on each truck. They must be replaced immediately if they are missing or in poor condition. The brooms and shovels are to be used for cleaning up spillage where necessary.

e. Private Drive Collection: Currently (July 2020 Billing Cycle) there are two (2) locations that are served by collection using a smaller-sized vehicle due to inaccessibility of larger trucks to serve those Residential Establishments. Bidders are required to include cost of service to these Establishments in the price sheet with the rest of the MSW and recycling totals. Any new properties to be served on private driveways will be added at the unit price identified on the price sheet. The locations are:

   i. Terry Hill Drive (West Side of Terry Hill Water Park)
   ii. 10000 Hamilton Boulevard (East Side of Terry Hill Water Park)

10.00 COLLECTION OPERATION.

10.01 Hours of Operation. Collection of Residential Municipal Solid Waste and recyclables shall not start before 3:00 a.m. on through roadways designated as Major Arterial Roadways and shall not start before 6:00 a.m. on local streets designated as Minor Arterial Roadways, Cul-de-Sacs, and Dead Ends. Contractor shall complete all collections no later than 6:00 p.m. on the same day they began. Collections shall occur on Monday through Friday in residential areas. Contractor may service bins at parks and public facilities before, during, or after the residential collection hours. 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. (See Section 10.04 regarding Holiday weeks).

10.02 Route of Collection.

a. The Township intends to keep its collection zones and collection days identical to the existing collection zones and collections days per the Pickup Day Zones map which is included as Attachment “C“. If there are changes required before beginning the collection required under the Contract, the Contractor shall determine with the approval of the Township Manager upon what days of the week

said collection shall be made in various districts of the Township, and shall furnish the Township Manager with a map upon which the districts collected from on different days (if applicable) shall be clearly defined. Scheduled routes are to be maintained; however, changes to the schedule are to be limited to one time during the term of the Contract.

b. The Contractor shall prepare, place and pay for public notices, in the form of "display" type advertisements, in The Morning Call and Parkland Press newspapers for each of the following occasions, events, or activities under this Contract. Each such public notice and advertisement shall be placed and run a minimum of two (2) times, on dates to be established or approved by the Township in view of the circumstances.

   i. Changes in either the scheduled days or districts for collection in all or part of the Township, per Section Days and Routes of Collection, then the advertisements shall appear two (2) times, once per week in each of the two (2) weeks prior to the changes becoming effective.

   ii. Suspension of collection on either a holiday or its official day of observance, and collection on a substitute or rescheduled collection day, per Section 10.04. (The advertisement shall appear two (2) times, once generally on the of the holiday or its day of observance or the day before, and once in one of the three (3) days preceding the holiday or its day of observance.)

   iii. In cases other than the suspensions outlined above, changes in the scheduled day(s) of collection for all or parts of the Township shall only be made with the prior written approval of the Township Manager, and after at least 30 days written notice is given to all Residential Establishments and published in a newspaper.

c. The Contractor shall adjust their routes upon short notice from the Township to accommodate road projects, road closures, and emergency situations that may conflict with routine collection.

10.03 Bulky Waste and Construction Refuse.

a. Bulky Waste shall be collected on regular collection days but limited to a maximum of one (1) Bulky Waste item per Residential Establishment per week. Bulky items should be of a size and weight that may be reasonably lifted by two (2) persons.

b. White Goods Collection with CFC Removal and Recycling – White Goods shall be considered as Bulky Waste items. Contractor shall be responsible for the collection and disposal of White Goods and Refrigerant-Containing Appliances. Resident must notify Contractor, by telephone, when the item is placed curbside. The Contractor must collect this item within one (1) week of the notification. White

Goods shall be taken to and disposed of at an EPA or DEP authorized dealer to have refrigerant removed, if applicable.

c. Construction refuse consisting of a maximum of one (1) Container or Bundle from any residential dwelling unit shall also be collected on regular collection days.

d. The Township desires to utilize a "Bulky Waste Sticker Program" where residents who desire to dispose of waste material that exceeds the quantity permissible set forth in Sections a-c hereinabove may purchase Bulky Waste Stickers from the Township and affix them to the additional item(s). Said items may not create a debris pile any larger than four (4) feet wide by four (4) feet high by six (6) feet long. Each resident may purchase a maximum of four (4) stickers per calendar year. The Township shall communicate to the Contractor the details for each address that a Bulky Waste Sticker was purchased for. The Township shall pay Contractor for Bulky Waste Stickers in advance of offering them for sale to customers. The Township shall receive a credit for previously purchased Bulky Waste Stickers returned unused.

e. The Contractor shall not be obligated to remove Bulky Waste unless it has been prepared for removal in accordance with all applicable laws, at the sole expense of the Resident. If Contractor does not collect the items (due to noncompliance Sections a-d above) the details shall be reported to the Township within 24 hours of scheduled collection. However, if the Contractor does collect the item, Contractor shall not be entitled to additional payment. If the item(s) are not collected the Contractor must place a hanger on the item indicating why it was not collected.

10.04 Holidays. The following shall be holidays for purposes of this Contract:

a. New Year's Day (January 1)
b. Memorial Day (May)
c. Independence Day (July)
d. Labor Day (September)
e. Thanksgiving Day (November)
f. Christmas Day (December 25)

The Contractor may decide to observe any or all of the above holidays by suspension of collection on either the holiday or its official day of observance. If a holiday or its day of observance fall on a regular pick-up day, then the Contractor shall provide substitute collection services to all Residential Establishments at least one (1) time during the holiday week, with a schedule shift of not more than one (1) day. The successful bidder will be required to submit a schedule of Holiday week changes for the length of the Contract.

10.05 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. The Township shall be copied on all correspondence between the Contractor and the residents.

a. In cases of alleged missed scheduled collections, the Contractor shall investigate immediately and, if such allegations are verified, shall arrange for the collection of the MSW or recyclable material within twenty-four (24) hours after the complaint is received.

b. The Contractor shall maintain an office through which the Contractor can be contacted by Township residents through a local telephone number. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:00 am to 5:30 pm EST on regular collection days. All call-takers will have knowledge of and access to a database of all Residential Establishments in the Township. An answering machine or service shall be provided at all other hours.

c. The Contractor shall provide home/mobile and office telephone numbers of at least one (1) officer of the Contractor. The Contractor's "on-call" officer shall be available for communication with the proper Township officials at all times, twenty-four (24) hours per day, seven (7) days per week.

d. The Contractor shall have a responsible route manager on duty in the local area to be contacted by Township officials in order to make immediate corrections to improper service and to report to the Township Administration Building when requested.

10.06 VEHICLES AND EQUIPMENT.

a. Each Bidder shall submit with their proposal, a description of all equipment to be used in the performance of the proposed contract.

b. All vehicles utilized in the performance of this contract shall be registered with and conform to the requirements of the Commonwealth of Pennsylvania. All vehicles shall comply with the regulations of the Pennsylvania Department of Transportation, the Pennsylvania Department of Environmental Protection and the United States Department of Transportation. In addition, all vehicles shall be designed to meet the ANSI (Association of National Standards Institute) Z245.1 - 2008 safety standards or the latest version thereof.

c. All collection vehicles utilized in the performance of this contract shall be equipped with high intensity LED warning strobes of design specifications equivalent to Peterson Smart Lights within nine (9) months of being awarded the Contract.

d. All front, rear and side load collection vehicles utilized in the performance of this contract shall be equipped with rear vision camera systems which provide driver visibility to allow for safe maneuvering when backing up.

e. All Solid Waste collection trucks shall be compaction types, completely enclosed and watertight except those utilized in the collection of roll-off containers.

f. All collection vehicles servicing the Township shall be capable of performing collection in accordance with the ANSI (American National Standards Institute) Z245.30 Safety Standards and the ANSI Z245.60 Waste Container Compatibility Dimension Standards or their latest equivalent.

g. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of this contract.

h. With the exception of vehicles designated to service the areas identified in Section 9.03.e., all vehicles serving residential units shall be vehicles equipped for automated collection.

i. All vehicles shall be equipped with a broom and shovel. They must be replaced immediately if they are missing or in poor condition.

j. The Contract Administrator may order any of the Contractor's vehicles used in the performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

k. The name, address, and service phone number of the Contractor shall be placed clearly and distinctly on both sides of all vehicles used in connection with the collection vehicles.

10.07 Deductions for Violation of the Contract. The parties acknowledge that in the event of a Default in performance by the Contractor, it is foreseeable that the Township will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others shall consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event the Contractor fails to satisfactorily comply with all of the terms and conditions of these bid specifications, the Contractor shall be liable for, and the Township may deduct from any amount then due to the Contractor, the below listed sums as Liquidated Damages.

a. If the Contractor does not clean up spillage as required in these specifications, the work may be performed by Township employees, or a designated Contractor. In the event that Township employees are utilized for such clean up, Liquidated Damages will be assessed against the Contractor equal to the amount of the actual cost of labor and equipment, but in no event shall such charges be less than $200.00 per occurrence.

b. In the event that the Contractor should fail to make any collections after twenty-four (24) hours notice of each complaint by telephone, by fax, by letter or in person, the Contractor shall pay an additional $200.00 in liquidated damages for each twenty four (24) hours during which the said failure shall occur. Each Residential Establishment shall be considered a separate instance for the purposes of this provision.

c. For failure to maintain individual dumpsters, carts or other containers, fifty ($50.00) dollars shall be assessed per day for each such failure until that time the dumpster, cart or other container is properly maintained.

d. For failure to maintain telephone service properly as provided in the bid specifications, fifty ($50.00) dollars for each hour of such failure shall be assessed.

e. For using vehicles and equipment which are not in conformance with these specifications or with appropriate safety regulations, and which the Contractor has failed to repair or properly maintain for a period of forty-eight (48) hours after receipt of written notice from the Township of a directive to repair or replace as required for the purpose of providing safe and sanitary collection service , the sum of four-hundred dollars ($400.00) per day for each vehicle or piece of equipment shall be assessed.

f. For failure of the Contractor to comply with applicable laws in connection with solid waste disposal, the sum of one thousand ($1,000.00) dollars for each day in which the failure occurs shall be assessed.

g. For the disposal of solid waste collected or beyond the scope of these specifications, or for a failure to report as required within these specifications, the following liquidated damages shall be assessed:

    i. Five thousand dollars ($5,000.00) for each incident or event where the Contractor disposes of solid waste which is collected outside of the Township or beyond the scope of these specifications; including, but not limited to the commingling of recyclable material with solid waste, in any load. In additional, the Contractor shall be assessed Damages equal to the cost of the tonnage of material not originating in the Township or outside the scope of these specifications, plus the actual cost of all necessary inspections. Each truckload or portion of a truckload shall be considered a separate event.

ii. Five hundred dollars (500.00) for any error or omission in the Contractor's certification, as herein required. Each name or establishment shall be considered a separate basis of damages.

iii. For Contractor's personnel soliciting gratuities from residents, a sum of five hundred dollars ($500.00) for each incident.

iv. In addition to all other damages to which the Township may be lawfully entitled, the Township reserves the right to impose additional Liquidated Damages in the amount of $2,500.00 for the failure to provide the Township with a performance bond at any time during the term of this contract shall result in a Liquidated Damage being assessed equal to the total premium on the required performance bond for the year in which the performance bond has not been provided.

v. In the event that the Contractor has defaulted, then the Township may, without prejudice, and in addition to the above remedy, terminate this Contract.

h. It shall be a condition of the Contract that the question of deductions shall be decided by the Township Manager or their delegate, subject to an appeal to the Board of Supervisors of Upper Macungie Township. The decision of the Board of Supervisors on the appeal shall be final and conclusive.

i. In addition, the Contractor shall be responsible and shall perform all cleanup and repairs necessary due to its actions or inactions under this Contract and shall be liable for all costs of such cleanup or repairs.

10.08 Hauling. All Municipal Solid Waste and recycling hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling, or blowing are prevented.

10.09 Disposal.

a. All Municipal Solid Waste collected for disposal by the Contractor shall be hauled to a disposal site. The charge for disposal shall be included in each of the prices set forth in the Bid.

b. Contractor shall comply with the Lehigh County Act 101 Municipal Solid Waste Disposal Plan, whether implemented by County Ordinance, MSW licensing provisions, or otherwise, as amended from time to time, at the prices set forth in the Bid. In the event the Contractor disputes a requirement of the County Ordinance, the Contractor must comply with such provision of said plan, ordinance, which the Contractor or a Subcontractor (i.e. Disposal Sites) disputes or is in the

process of appealing or challenging in good faith, until the dispute, challenge, or appeal process has been exhausted and the affected provision has been held valid, but may do so under protest.

c. Municipal Solid Waste collected by the Contractor must be collected, transported, and disposed in strict conformance with Lehigh County Ordinance Nos. 1991-125 and 1992-109 and at the site designated by said plan. The Contractor shall be responsible for all fees associated with hauling to that site, including designated tipping and County administrative fees.

d. In the event that any of the foregoing revisions to the County Plan, or other changes result in a reduction in the Contractor's actual "tipping fees" and the County Administrative Fee, below the level of such fees which are now scheduled to be effective for the duration of this Contract, then the Township shall be entitled to deduction from the adjusted monthly price for MSW Collection and Disposal, per Section 9.00. The lump-sum amount of such deduction shall be the product of the aforesaid reduction in the Contractor's "tipping" and County Administrative Fees for that month, times the number of tons of MSW actually disposed at or through a County Plan site during the same month.

e. If the Township delegates a disposal site or processing facility, then the Contract price shall be adjusted by an amount equal to the net of any increases and decreases in Contractor's disposal and hauling costs.

f. An express CONDITION of the Contractor's performance under this Contract is that the MSW that is to be disposed as a result of and under this Contract shall be transferred, transported, and disposed lawfully in facilities that are properly permitted and operating in accordance with all applicable laws, regulations, rules, permits, and orders of the jurisdiction in which those facilities are situated. In enforcement and furtherance of this requirement, the Contractor shall transfer, transport, and dispose of all MSW under this Contract in accordance with either subsections (a) or (b) below, or both, as the case may be. Furthermore, the Township shall be entitled to request documentation of the Contractor's MSW transfer, transportation, and disposal operations, as set forth in those respective subsections below, before the award of this Contract, and on a monthly basis thereafter. Compliance with these requirements shall be determined by the Township, in its sole discretion. Failure to comply, or a prospective failure to comply, with these requirements for either facilities or documentation shall be deemed to be a substantial breach of this Contract, which if not corrected or remedied, shall justify the Township giving notice and terminating this Contract, all as more fully set forth elsewhere herein

i. If the Contractor intends to or is utilizing a transfer station and/or disposal site in compliance with the Lehigh County Act 101 MSW Plan, then the Contractor shall submit a letter (or other similar documentation) to that effect, identifying the specific transfer facility and disposal site, the amount

(percentage, tonnage, areas, etc.) that will be sent to such facilities, and the starting and ending dates for such utilization in accordance with the Lehigh County Act 101 MSW Plan.

ii. If the Contractor intends to or is utilizing a transfer station or disposal site which is not in compliance with the Lehigh County Act 101 MSW Plan, then the Contractor shall submit the following documentation at least thirty (30) days before any such utilization of a transfer station or disposal site which does not comply with the Lehigh County Act 101 MSW Plan, and at least thirty (30) days before any such change in or to utilization of such a facility, or a substantial change in any of this information.

1) Owner: Name, mailing and physical addresses, telephone number, contact person name and title, of or for the owner of each such facility.

2) Operator: Name, mailing and physical addresses, telephone number, contact person name and title, of or for the operator of each such facility (if different from the owner).

3) Audited financial statements for the owner and operator (if different) of each such facility, as of the most recent fiscal year.

4) Regulatory Agencies: Name, mailing and physical addresses, telephone number, contact person name and title, of or for each federal, state, county, local, or other governmental agency, institution, or business entity having jurisdiction over each such facility.

5) Identification and true, correct, and complete copies of any and all regulatory and/or operating permits, and orders, including any and all terms, limitations, and relevant conditions.

6) Identification and true, correct, and complete copies of any and all civil and criminal actions, suits, claims, citations, fines, notices, orders, assessments, prosecutions, depositions, indictments, revocations, or investigations, hereinafter collectively referred to as "proceedings", that have been commenced, threatened, served, issued, publicly announced, in progress, settled, consented to, reduce to judgment or discontinued, whether by any person or governmental entity, either by or against the Contractor, or affecting the Contractor or any of its assets or properties or any such facility or its owner or operator, within the last five (5) years or still pending as of the date of submission to the Township, which are intended to or which may lead to suspension, revocation, termination, or similar action which will or may result in the impairment of that facility's

ability to lawfully transfer, transport, or dispose (as the case may be) of the MSW under this Contract.

7) The Contractor shall also provide, for each such proceeding, its caption and the name, address, and telephone number of the adverse attorney or party in each such proceeding, which the Township may contact to confirm the allegations and status of each such proceeding.

8) Concise narrative regarding the current status of all items under (5) and (6) above.

iii. The Contractor may be disqualified and rejected or terminated as not qualified or capable of performing this Contract if the listing or proceedings indicate that the Contractor or its properties or facilities are subject to such proceedings at a rate greater than normal or average for the industry; or which indicate a repeated pattern of disregard for environmental laws; or which could have, if determined or decided against the Contractor or its assets, properties, or facilities, a material adverse effect upon the Contractor or its future financial stability, or Contractor's ability to meet the requirements of this Contract.

10.10 Tipping Fees. For the entire Contract Duration, the Contractor shall be solely responsible for reporting and paying all fees and taxes assessed, levied, or otherwise required to be paid, in effect as of December 31, 2020, by any one or more of the U.S. Federal government, any State or Commonwealth, county, municipality, agency, authority, department, or other governmental entity of any kind and on any basis whatsoever.

a. Provided, that in the event of any increase or decrease in such fees or taxes that may occur within the Contract Duration, and which are applicable only to the MSW or Recyclable Materials that are the subjects of this Contract and not to other businesses or operations in general, then the Contractor may be reimbursed for any such additional costs or expenses, and the Township may recoup any such decreased costs or savings, in the following manner:

b. Either party may give notice of any such change in the fees or taxes to the other party at any time during each Contract Year. Nevertheless, the adjustment in the affected portion of the Contract Price shall not become effective until the next succeeding Contract Year, which commences at least three (3) months after such notice is given.

c. The adjustment in the affected Contract Price shall be computed and paid as a "pass-through" on the same basis and in the same manner as the fee or tax involved-e.g., on the basis of tonnage, revenues, etc., without any mark-up or

discount being added or subtracted. Any such adjustment shall be supported by copies of appropriate documents such as weight slips, billings, etc. that are commercially reasonable and that would be required under generally accounting and auditing principles for the operation in the vicinity.

d. The Township and the Contractor may, but need not, also agree, either in advance or after any such change in the tax fee, to compromise and simplify the administration of such Contract Price adjustments by utilizing any one or more of the following methods, or similar:

   i. Annual lump-sum;
   ii. Unit price per ton or truckload;
   iii. Percentage of billing amount

10.11 Point of Contact. All dealings, communications, contacts, etc., between the Contractor and the Township shall be directed by the Contractor to the Township Manager or their delegate.

11.00 RECYCLING. Recycling no longer contributes to hauler revenues based on current market conditions. DEP is considering changes to Act 101 with respect to materials that mandated municipalities must recycle. To remain in compliance with any potential changes to Act 101, the Contract will require the Contractor to collect all materials currently required by Township Ordinance and Act 101 but will modify collection requirements and adjust fees as DEP collection requirements change.

a. The Township has previously implemented a curbside residential recycling collection program. The Township will be responsible for maintaining its ordinances mandating participation in the recycling program and specifying anti-scavenging provisions.

b. All of the Specifications set forth herein, for the collection and disposal of Municipal Solid Waste concerning hours of operation, storage, routes, holidays, complaints, collection equipment, hauling, locations, point of contact, and other provisions, unless otherwise expressly modified below, apply with equal force to the collection of recyclables.

11.01 Collection. The Contractor shall provide curbside collections of recyclables from all Residential and Municipal Establishments in the Township at intervals of one (1) time every week for Residential Establishments and for Municipal Establishments as stated in Section 9.02. In each district, the collection of recyclables shall occur on the same day as a regularly scheduled MSW collection. The Contractor shall use the existing Township owned recycle Carts currently in use.

11.02 Christmas Tree Collection. The Contractor shall provide curbside collection of Christmas trees, free of any ornaments/decorations/lights curbside, for a consecutive three (3) week period commencing no later than the second full week in January. The trees, free of any refuse or other contaminants, shall be disposed of by the Contractor at the Township's Yard Waste Facility at 8550 Schantz Road. The Contractor shall abide by the hours of collection stipulated in Section 10.01.

11.03 Items to be Recycled.

a. The Contractor shall collect all of the following recyclables subject to Act 101 modifications:
   i. Clear glass
   ii. Colored glass
   iii. Plastic (at least plastic soda bottles, consisting of "Polyethylene Terephthalate", abbreviated as "PET" or "PETE" and coded as "1", and plastic milk and water jugs, consisting of "High Density Polyethylene", abbreviated as "HDPE" and coded as "2", shall be recycled. Other plastics to be recycled may be specified by the Contractor, from time to time subject to approval by the Board of Supervisors. Any changes in the types of plastic shall occur only after approval by the Board of Supervisors and after thirty (30) days written notice is advertised in a newspaper and given to all Residential Establishments in the Township.
   iv. aluminum cans
   v. steel and bimetallic cans
   vi. newsprint, newspapers, office paper, and junk mail

b. If Option 2 is not elected, the Township will be responsible for the collection and composting of Yard Waste. The Township also currently operates a "Yard Waste Facility" for Leaf Waste, Yard Waste (including branches, shrubbery, and tree trimmings), and Grass Clippings, but either it and/or the fall leaf collection operation may be discontinued at any time. Residents shall be responsible for all other disposal of Grass Clippings, Yard Waste, and Leaf Waste not addressed in Section 13.00. Contractor need not collect or dispose of any MSW containing significant amounts of Yard Waste, Leaf Waste, or Grass Clippings, but no additional payments shall be made to the Contractor for any Leaf Waste, Yard Waste or Grass Clippings that are collected and/or disposed by the Contractor.

c. If, at some point in the future, other Municipal Solid Waste Materials are removed from the waste stream for composting or otherwise, the Township will be responsible for those programs. In such event, the Township shall have the right to negotiate a change to the Contract to reflect the net of the resulting changes and reductions in the waste stream and collection, hauling, and disposal costs.

11.04 Storage of Recyclables.

a. The Township has purchased and distributed suitable recycling Carts which residents shall use to store recyclables. Residents are currently required by Ordinance to comingle all recyclables in this container.

b. The Contractor and the Township shall follow industry standards (or best practices) for the preparation and cleanliness of comingled recyclables; normally, containers shall be rinsed and dry.

11.05 Ownership and Marketing.

a. Once collected, all recyclables shall be the property of the Contractor.

b. The Contractor shall have the sole responsibility for marketing all recyclables collected. Recyclables may not be disposed of in any landfill, incinerator, or other disposal site, without prior documentation of unavailability of markets and approval by the Township.

11.06 Cooperative Effort.

a. The Township shall continue a public education program to encourage understanding and participation in the recycling program.

b. The Contractor shall cooperate with the Township in implementing a notification and enforcement system whereby residents who do not prepare recyclable materials in accordance with the Contract and appropriate Township ordinances, shall be notified by affixing or delivering a ticket, sticker, or other device which will indicate noncompliance, and then reported to the Township for further legal action.

c. Contractor shall design and distribute to each residence a hard copy educational piece once each year illustrating acceptable and unacceptable materials and how to prepare them for recycling. The piece should highlight the Motto: “When in Doubt, Throw It Out”.

12.00 RESIDENT REQUESTED FRONT DOOR PICKUP OF E-WASTE AND HOUSEHOLD HAZARDOUS WASTE COLLECTION, PROCESSING, AND DISPOSAL. *(OPTION 1)*

a. The Contractor, either through its own equipment and personnel or through a qualified subcontractor, shall provide to Residential Establishments front door pickup of E-Waste and Household Hazardous Waste collection, processing and disposal service (collectively "HHW Service") to include the collection of electronic waste during the term of the Contract and any extensions thereto. The purpose of the HHW Service is to provide a safe, convenient, efficient and cost-effective method for residents to dispose of acceptable HHW and E-Waste Materials as defined herein that are otherwise difficult to dispose of and which are being stockpiled in residents' homes. The Contractor's HHW Service shall include the following mandatory components:

i. The program must be offered to all residents on an on-call basis. For residents to schedule a collection date, a toll-free hotline must be provided with live operators between the hours of 8:30 AM and 5:00 PM EST, Monday through Friday. An automated call system shall be available for calls received after hours, on weekends and holidays. A web-based platform also must be available 24 hours per day, seven days per week, to permit residents to schedule collections. The call center must be staffed with individuals who are tasked to work with residents and their household hazardous and electronic materials. Residents may use the program as often during the year as may be needed.

ii. For estimating and reference only, utilizing statistics from a bordering municipality which has similar demographics as the Township, it can be estimated that the following monthly quantities may be collected as part of this program: Chemicals 1,500 lbs; Electronics 14,000 lbs; Not Classified 2,000 lbs; Universal 280 lbs.

iii. Acceptable material must be collected from the resident's property and <u>not</u> from public property, including the curb. Residents must be advised, during the initial scheduling call, on how to place their acceptable materials for collection. Technical assistance shall be available for residents who request assistance.

vi. Scheduling and collection priority shall be given to residents with disabilities or those who are moving in the immediate future.

v. All acceptable materials must be properly separated preceding transportation to avoid contact with incompatible substances, must be packaged properly by Contractor, and must be shipped to permitted facilities for recycling, treatment or disposal (in that preferred order).

vi. Materials collected must be recycled to the highest degree possible. Recycle, incineration, treatment, landfill is the applicable hierarchy.

vii. Contractors will be required by DEP to register as a hazardous waste transporter, obtain an EPA ID number and submit a program registration to DEP which must be approved prior to work starting. Further, the disposition site must be permitted to accept hazardous materials and be included in the documents submitted to DEP.

viii. There can be no separate charge for HHW and/or electronic waste and the successful contractor must comply with existing state regulations regarding disposition of HHW and electronics. The current state/manufacturer program does not apply to this Contract.

ix. Contractor must indemnify the Township for any action that may occur after Contractor has taken possession of the materials.

x. Contractor shall assist the Township in developing a press release and/or advertising material to announce the HHW and E-Waste services and will assist the Township in the planning of a public education campaign introducing the Household Hazardous Waste and Electronics Waste Collection Services.

xi. Contractor shall provide the Township quarterly and annual reports detailing all materials collected, number of homes collected from, pounds per home and other pertinent details as may be required by the Township.

xii. The collection of E-Waste and HHW from businesses is excluded from this program. Homes with commercial chemicals, containers of more than five gallons and home businesses will not be served.

xiii. Contractor must demonstrate that it, and all proposed subcontractors, are registered hazardous waste transporters in good standing with the state, and must submit with their bid all necessary licenses, endorsements, permits and training to safely and properly manage the household hazardous waste service in compliance with applicable federal, state and local statutes, laws, rules and regulations. Contractor must demonstrate compliance with this section with their bid submission.

b. Contractor's bid must include the following information; failure to provide same shall render Contractor's bid nonresponsive:

i. Contractor's requested residential front door pickup of E-Waste / HHW Service experience during the past two (2) calendar years.

ii. Contractor should identify total number of requested residential front door pickups of household hazardous waste collections performed during the past two (2) years. When and where collections were performed. Please describe the type of program.

iii. Contractor must include the identification of no less than three (3) municipal references, including contact information that demonstrates compliance with Sections 10.04 a.i. and 10.04 a. ii.

iv. A narrative description of Contractor's proposal offering the identification of all recycling, treatment/processing and disposal destinations for the acceptable materials collected from residents.

v. Sample of announcement flyer.

vi. **Copy of (1) Pennsylvania DEP hazardous transporters license, (2) EPA ID Number, and (3) list of destination locations where all Household Hazardous Waste and E-Waste materials will be transported must be included with bid submission. Failure to provide shall render Contractor's bid nonresponsive.**

13.00 YARD WASTE CURBSIDE COLLECTION PROGRAM. *(OPTION 2)*

a. The Contractor shall be responsible for the curbside collection, transportation, and disposal of Yard Waste, being described in Section 1.00, from each Residential Establishment, two (2) times per year; once each during the first full week in the months of May and October. Collection shall be on the same collection days as collection of other Recyclables. The Contractor shall abide by the hours of collection stipulated in Section 10.01.

b. Collection will include: Limbs and branches tied and properly bundled to a maximum size of 48" X 18" X 18" (maximum weight of 50 pounds). Ties for the bundles shall be of biodegradable materials. No roots from trees or shrubbery are to be accepted. Yard Waste can be placed in commercially designed open trash containers (sloped sides) with a loaded weight of no more than 50 pounds. A combined maximum of two (2) bundles or containers per household will be collected. No plastic bags, stones, lumber, leaves or grass clippings shall be collected. Any improper bags \ bundles \ materials not collected shall be tagged by the Contractor notifying the resident of acceptable materials and handling. The Contractor shall supply and apply the tags. Yard Waste is to be picked up curbside and disposed of by the Contractor at the Township's Yard Waste Facility at 8550 Schantz Road. This Yard Waste collection shall be in addition to and not included in any other item which limits the amount of Recyclables per household.

14.00 COMPLIANCE WITH LAW.

a. The Contractor shall perform this Contract in compliance with all applicable Federal, Commonwealth, County and Township Ordinances, laws and statutes, and the rules, regulations, permits, and orders of their respective agencies subject to the exception in Section 10.10 hereof; provided, however, that the Specifications herein stated shall govern the obligations of the Contractor where there exists conflicting Ordinances of the Township on the subject.

b. The Township shall be responsible for preparing, enacting and enforcing comprehensive ordinances regulating and enforcing the Billing and Collection Practices. The Township shall also be responsible for preparing, enacting and enforcing comprehensive ordinances regulating and enforcing the storage, collection, and placement of both MSW and recyclables containers located at Residential Establishments.

c. The Contractor shall report, at least verbally, to the Township all instances of apparent non-compliance with either Township ordinances or this Contract with regard to both MSW collection and disposal and recycling, within seventy-two (72) hours of becoming aware or on notice of that non-compliance.

15.00 EFFECTIVE DATE. The Contract shall be effective, enforceable, and in force upon the execution of the Contract by the Contractor and Township. Performance of the Contract shall begin January 1, 2021.

16.00 CONTRACT DURATION AND YEARS.

a. This Contract shall begin on the Effective Date of the Contract, and performance hereunder shall extend for a duration of three (3) years.

b. With this three (3) year period, the Contract shall consist of three (3) individual Contract periods, the first commencing on January 1, 2021 and ending on December 31, 2021, and each additional contract year commencing on January 1st of each successive calendar year and ending on December 31st of the same calendar year.

c. Within the initial three (3) year period, the Township may terminate the Contract at any time upon at least thirty (30) days written notice in advance of such termination, without further liability or obligation to the Contractor, without pro-rating payments to the date of termination, only for Contractor's failure to conform to any of the provisions of this Contract, within ten (10) days after written notice of that failure is sent to the Contractor.

d. All such written notices shall be served by Certified or Registered Mail, Return Receipt requested, postage prepaid, to the last known mailing address of the Contractor, and shall be deemed to have been provided, sent, or served on the date of mailing.

e. After December 31, 2023, this Contract shall be automatically extended for successive one (1) year Contract years for a period not to exceed three (3) additional years, at the prices for the last Contract year, provided that the Contract may be terminated when either the Township or the Contractor notifies the other in writing not less than six (6) months prior to the expiration of the initial Contract or of any successive one (1) year extension of that party's intention to terminate this Contract at the end of that Contract year, without any further liability or obligation to either party.

17.00 INDEMNITY. The Contractor shall exonerate, indemnify, hold harmless, defend, and exempt the Township and all its elected Supervisors, officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, fines or penalties, loss, injury, witness, and attorney's fees, whether on account of injury or death to persons or property damage, or any type of enforcement action, arising out of any act or omission solely or partially of the Contractor, its officers, agents, servants, and employees incident to any work or services under this Contract.

18.00 LICENSE AND FEES. The Contractor shall obtain all licenses and permits and promptly pay all fees required by the Township, County, and by the Commonwealth of Pennsylvania to perform the services as required by the Contract.

19.00 INSURANCE. The Contractor, within thirty (30) days after award of the Contract from the Township, shall procure, maintain, and provide evidence in the form of policies of insurance or insurance binders acceptable to the Township, all at the Contractor's sole cost and expense, that the insurances specified below are in full force and effect. Each Certificate of Insurance shall require that notice by Certified or Registered Mail be given to the Township at least thirty (30) days prior to cancellation or material change in the policies.

For purpose of this Contract, the Contractor shall maintain in full force and effect Workers' Compensation and employers' Liability, Commercial, General, Commercial Auto and Commercial Umbrella Liability insurance, including Contractual Liability coverage for the provisions of Section 17.00 – Indemnity of the Specifications. These types of insurance shall be carried in at least the limits specified below.

The insurance policy shall name Upper Macungie Township as an Additional Insured indemnifying the Township with respect to the Contractor's actions pursuant to the Contract.

All insurance carriers must be admitted carriers in the Commonwealth of Pennsylvania so licensed by the Commonwealth Insurance Commissioner and must be rated not less than A- by the A.M. best Company Insurance Services, or the equivalent.

Coverages	Limits of Liability
(1) Workers' Compensation and Employer's Liability	Statutory $100,000 Each Accident $500,000 Disease – Policy Limit $100,000 Disease – Each Employee
(2) Commercial General Liability, Contractual Liability, Personal Injury and Property Damage Liability	$1,000,000 Each Occurrence $1,000,000 Products Aggregate $1,000,000 General Aggregate $50,000 Fire Damage $5,000 Medical Expense
(3) Commercial Auto Liabilty Bodily Injury and Property Damage Liability	$1,000,000 Per Accident
(4) Commercial Umbrella Liability, in Excess of 1, 2 and 3 above	$5,000,000 Each Occurrence $5,000,000 Aggregate

20.00 PERFORMANCE BOND.

a. The Contractor shall furnish a Performance Bond within thirty (30) days of award of the Contract as security for the faithful performance of this Contract.

b. Said Performance Bond shall be in the amount of one hundred percent (100%) of the one year total price for the awarded services.

c. Renewal and/or replacement of this Performance Bond annually on the commencement of each individual Contract Year with the same or different sureties, shall be acceptable, provided that the required security is continuously maintained and in full force and effect.

d. Renewal/replacement bonds shall be furnished to the Township at least 30 days before any expiration of any previous Performance Bonds; otherwise, the Contractor may then be declared to be in default of this Contract, and the Township shall then have the right to demand full performance and to collect under and from the previous bond.

e. Premiums for the Performance Bond shall be paid by the Contractor. A certificate from the surety showing that the premiums are paid in full shall accompany the Performance Bond.

f. The surety on the Performance Bond shall be a duly authorized corporate surety company licensed or authorized by the Pennsylvania Commissioner of Insurance to provide surety bonds in the Commonwealth, with an acceptable financial rating, and in a form acceptable to the Township ("Surety Company").

g. The surety company shall be rated as "A-, A, or A+ "by the A. M. Best Company Insurance Services, or equivalent.

h. The amount of the Performance Bond shall not exceed ten percent (10%) of either the net assets or capital surplus of the surety company, in accordance with generally accepted accounting principles.

i. Documentation of the Surety Company's compliance with these provisions shall be submitted before the Performance Bond requirement is satisfied.

20.01 Power of Attorney. Attorneys-in-fact who sign performance bonds or contract bonds must file with each Performance Bond an originally executed, certified, notarized, and effectively dated copy of their Power-of-attorney, which shall be subject to approval by the Township.

21.00 BASIS AND METHOD OF PAYMENT.

21.01 Collection and Disposal and Recycling Rates. For performance of the services selected by the Township under this Contract, the Contractor shall be paid in accordance with the prices stated for each respective Contract Year, pro-rated for payment on a monthly basis.

21.02 Township to Act as Collector. The Township shall submit statements to and collect from all Residential Establishments for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

21.03 Delinquent and Closed Accounts. The Contractor shall discontinue solid waste collection service to any Residential Establishment as set forth in written notice sent to the Contractor by the Township. Upon further notification by the Township, the Contractor shall resume solid waste collection on the next regularly scheduled collection day.

21.04 Contractor Billings to Township and Payment. The Contractor shall submit an invoice to the Township Finance Department via U.S. Postal Service or e-mail accountspayable@uppermac.org for all services rendered under this Contract for each month within ten (10) days after the end of the calendar month during which the Contractor provided services as stipulated in these Bid Specifications. The Township shall pay all invoices within thirty (30) days of receipt. The Township will not be obligated to pay a defective invoice until the Contractor cures the defect, and in such case shall have thirty (30) days from the date of receipt of the corrected invoice to make payment. Invoices shall be equal to one twelfth (1/12th) of the total bid price, plus any adjustments under Section 9.01, submitted by the Contractor for the year in which service is provided. If, in the event the Township makes payment in full for that month's service to the Contractor within ten (10) days after receipt of said invoice by the Township, then the Township shall be entitled to take a one percent (1%) discount from the total amount so invoiced, payable by Automated Clearing House (ACH), and the net balance so paid shall be considered as payment in full for said invoice and related services.

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

23.00 FUEL PRICE ADJUSTMENTS.

a. The Township and Contractor agree that prices shall be adjusted annually to protect each party from fuel price fluctuations. Accordingly, a "Fuel Cost Adjustment" shall be remitted from one party to the other by October 15 of each year, based upon the changes in the Diesel Fuel Index (as described below) times an estimated annual fuel usage of 50,000 gallons.

b. The Fuel Cost Adjustment (FCA) will be based on the Fuel Index from the US Energy Information Administration website for "East Coast PADD 1". The FCA will be based upon Diesel Fuel price changes as published on the Internet at https://www.eia.gov/petroleum/gasdiesel/. This adjustment will not be limited to any percentage increase or decrease. The percentage change from the first week of September of the previous calendar year to the first week in September in the current year is the FCA indicator to be used. The annual fuel adjustment shall become effective as of January 1 of the year following the establishment of the FCA indicator.

c. All Bids shall be based upon the "East Coast PADD 1" diesel fuel index pricing publicized as of July 20, 2020.

24.00 ASSIGNMENT AND TRANSFERABILITY OF THE CONTRACT.

a. The Contractor shall give its personal attention constantly to the faithful performance of the Contract and shall keep the same under its own control.

b. The Contractor shall not assign or delegate, by power of attorney or otherwise, nor sublet the Contract or any part thereof, nor any rights accruing under the Contract, without the previous written consent of the Township Manager, which shall not be unreasonably withheld.

c. In such case, the Contractor shall state to the Township Manager in writing the name and address of each subcontractor which the Contractor intends to employ, the portions of the Contract affected, the place of business, and such other information as the Township Manager may require, in order for the Township to ascertain whether each subcontractor is reputable and reliable and able to perform the Contract as called for in the Specifications. In any such event, the assignee shall also assume the liability and responsibility of the Contractor.

d. The Contractor shall not, either legally or equitable, assign any of the monies payable under the Contract, unless by and with the like consent of the Township Manager.

e. The Contractor shall not be released from any of its liabilities or obligations under this Contract, if any subcontractor fails to perform in a satisfactory manner the portion of the Contract undertaken by that subcontractor.

25.00 EXCLUSIVE CONTRACT. The Contractor shall have the sole and exclusive license and privilege from the Township to provide the selected services to Residential Establishments within the corporate limits of the Township for the duration of this Contract, except for the residents' individual rights to recycle through other organizations, and except for those types of establishments which are excluded from that scope of this Contract under Section 8.01 – Types of Establishment of these Specifications.

26.00 STRIKE CLAUSE. The Township shall hold the Contractor responsible to provide services, regardless of any strike of personnel employed by the Contractor or at any landfill, incinerator, or processing facility.

27.00 OWNERSHIP. Title to Municipal Solid Waste shall pass to the Contractor at the earlier of when it is placed in the Contractor's collection vehicle, removed by the

Contractor from a bin, cart, or container, or removed by the Contractor from a customer's premises. As between the Township and the Contractor to this Contract, all MSW including any, recycling, e-waste and Hazardous Waste, shall be deemed to be generated by the Residential Establishment from which it is picked up and not generated by the Township, except for collection from Municipal Establishments under Section 9.02. The Residential Establishments shall also be third-party beneficiaries of this Contract.

28.00 ANNUAL REPORTING REQUIREMENTS AND EDUCATION

a. The Contractor agrees that at its sole cost and expense, it will provide to the Township an annual report which sets forth the number of tons of solid waste delivered to the Disposal Facility during the prior year. The report shall break down the tonnage received on a monthly basis and shall indicate the fee paid (including taxes and surcharges) itemized by cost item, to the Disposal Facility.

b. If the Contractor processes, or causes to be processed, the solid waste delivered to a Disposal Facility or MRF for the purposes of recycling, the Contractor shall, at its sole cost and expense, provide the Township with an annual report which sets forth the number of tons, and types of material recycled including the name and address of the market utilized for the disposition of those materials recycled.

c. The Contractor agrees that at its sole cost and expense, it will provide to the Township an annual report which sets forth the number of tons of recyclable materials delivered to markets during the prior year.

d. All reporting of recyclable materials shall conform to the requirements of the Pennsylvania Department of Environmental Protection as required under the terms of Performance Grant Applications submitted by the Township. At a minimum, such data must include:

    i. The marketing date;

    ii. The weight receipt number;

    iii. The market's name;

    iv. The market's address;

    v. The weight of the material sold;

    vi. The Range and average price received per ton for each recyclable during the year.

    vii. All data must be provided on the Contractor's letterhead and signed.

e. The prices paid to the Contractor for each material by type on a per ton basis, or where sold in the aggregate, the aggregate price received per ton.

f. The contractor shall provide proof of refrigerant removal by providing a copy of a Certificate of Refrigerant Removal to the Contract Administrator for each delivery of White Goods delivered to appropriate recycling markets.

g. The Contractor, at its sole cost, shall provide to the Township full color maps of the collection zones and schedules for distribution to residents. Contractor shall anticipate providing 500 color maps per year. Contractor shall have the right, but not the obligation to provide, at no cost to the Township, a comprehensive public educational program on solid waste collection and recycling material preparation to the residents of the Township.

h. The Township will approve all designs before they are implemented.

i. If the Household Hazardous Waste Option (Option 1) is selected, Contractor must abide by the reporting and education requirements set forth in Section 12.00 a.x. and xi.

29.00 NONDISCRIMINATION. The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, handicap, national origin, or other reasons as seen on Attachment A, the Pennsylvania Department of Environmental Protection (DEP) Standard Nondiscrimination Clause, which is attached hereto and made a part hereof, and shall be executed by the Contractor upon award of this Contract.

30.00 CONTRACTOR INTEGRITY PROVISIONS FOR TOWNSHIP CONTRACTS. Attachment B, the standard Department of Environmental Protection “Contractor Integrity Provisions for Contracts”, is included herein by reference and attached hereto. The Contractor agrees to comply with these provisions, except that “Commonwealth” shall be deemed to also mean the Township of Upper Macungie.

31.00 CONFLICT OF INTEREST AND NON-COLLUSION AFFIDAVIT

a. Each Bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" in a form as attached hereto and which at a minimum shall attest that:

   i. The Bidder has not entered into any agreement or participated in any collusion with any person, corporate entity or government entity, or competitive bidding either alone or with any person, corporate entity or government entity in connection with the above-named project; and

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

iii. No person or business is employed to solicit or secure the contract in exchange for commission, percentage brokerage agreement or contingency fee.

32.00 VEHICLE DEDICATION AFFIDAVIT

a. The Bidder shall execute and submit with the bid a Vehicle Dedication Affidavit (Attachment "G "), which shall be in a form as attached and which at a minimum shall attest that: The successful Bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Bidder/Contractor shall covenant that the Upper Macungie Township will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of Disposal.

b. In the event that the Contractor violates the terms of the Vehicle Dedication Affidavit, the Contractor shall take such action as is reasonably required to cure the violation. Failure to correct the violation shall constitute a breach of contract and will permit the Township to terminate the contract, and/or asses Liquidated Damages as indicated herein, and/or seek all damages to which it may be lawfully entitled.

33.00 PERMIT CAPACITY AFFIDAVIT

a. The Bidder shall execute and submit with the bid a Permit Capacity Affidavit (Attachment "G "), which shall be in a form as attached and which at a minimum shall attest that: The successful Bidder will agree to commit, for use only by Upper Macungie Township, sufficient disposal capacity reasonably calculated to ensure safe, adequate, and proper service.

b. In the event that the Contractor fails to comply with the representations of the Permit Capacity Affidavit, it shall be cause for breach of contract and will entitle Upper Macungie Township to damages arising therefrom.

34.00 RECYCLING MARKET AFFIDAVIT

a. The Bidder shall execute and submit with the bid a Recycling Market Affidavit (Attachment "G "), which shall be in a form as attached and which at a minimum shall attest that: The successful Bidder will agree to commit to the arrangement of markets for the disposition of designated recyclables to be recycled in accordance with the requirements of these specifications.

b. In the event that the Contractor fails to comply with the representations of the Recycling Market Affidavit, it shall be cause for breach of contract and will entitle Upper Macungie Township to damages arising therefrom.

ATTACHMENT A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of gender, race, creed, or color. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the Contract relates. 14 The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Department of General Service's Bureau of Diversity, Inclusion & Small Business Opportunities (BDISBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor. The Commonwealth may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

IN WITNESS WHEREOF, the Contractor hereto has set its hand and seal this _____ day of _____, 20____.

WITNESS:

_____

(CORPORATE SEAL)

CONTRACTOR: _____

By: _____
By: _____
By: _____
(Name and Title)

_____
Federal Identification Number

ATTACHMENT B

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this Contract.

c. "Contractor" means the individual or entity that has entered into this Contract with the Commonwealth.

d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

e. "Financial Interest" means either: (1) Ownership of more than a five percent interest in any business; or (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this Contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other connection with performance of work under this Contract, except as provided in this Contract.

d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this Contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the Contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the Contract signed by Contractor.

e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

(1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

(2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;

(3) had any business license or professional license suspended or revoked;

(4) had any sanction or finding of fact imposed as a result of a judicial or

administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or antitrust; and

(5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the Contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the Contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the Contract.

f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this Contract was awarded on a Non-bid Basis, Contractor must 17 also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

h. Contractor, by submission of its bid or proposal and/or execution of this Contract and by the submission of any bills, invoices or requests for payment pursuant to the Contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the Contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the

Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this Contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this Contract solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of 18 anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this Contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

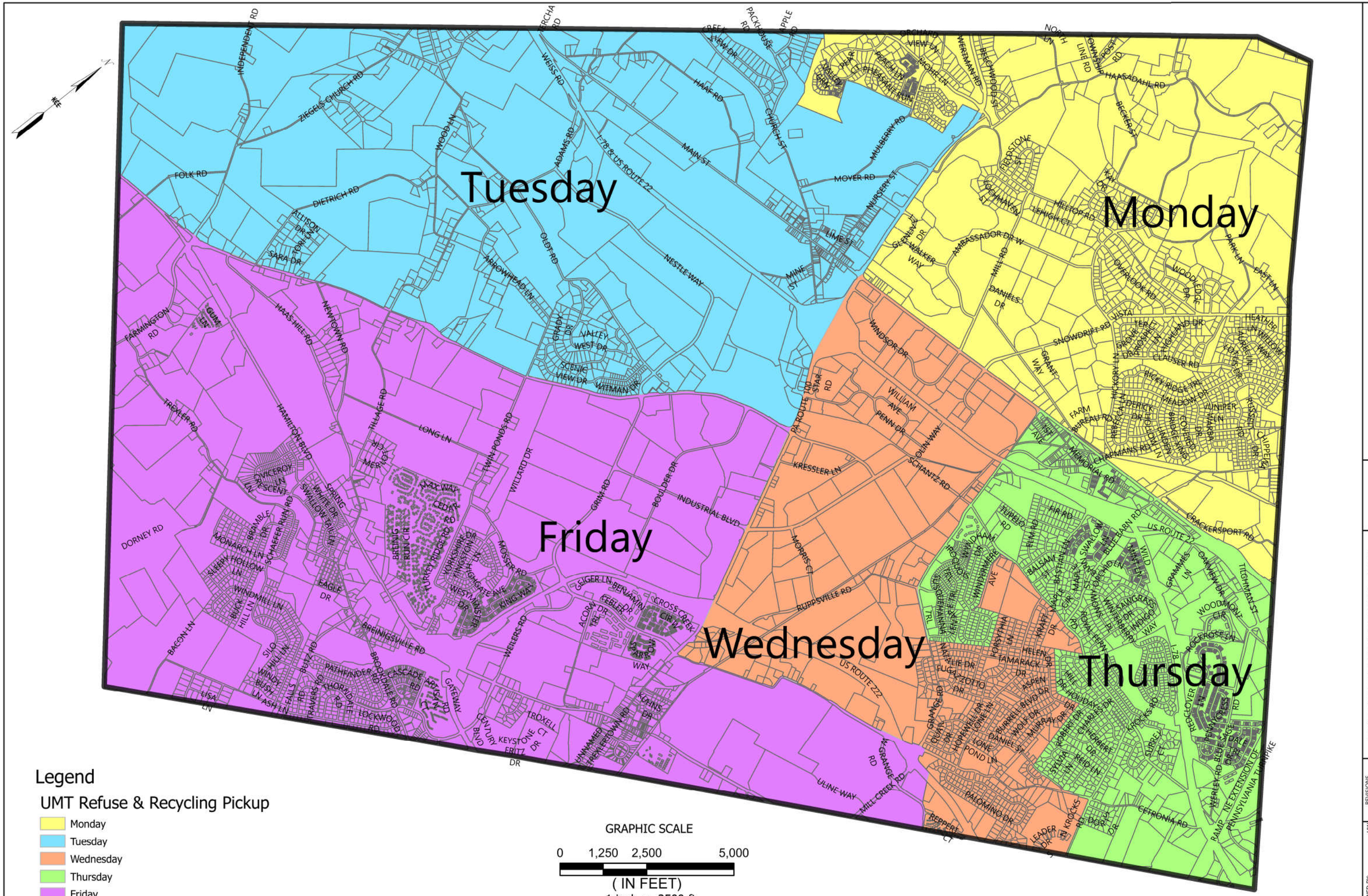
ATTACHMENT C

UPPER MACUNGIE TOWNSHIP
NUMBER OF RESIDENTIAL UNITS IN THE TOWNSHIP

FOR CONTRACT FOR COLLECTION, DISPOSAL, AND RECYCLING SERVICES FOR MUNICIPAL SOLID WASTE FROM RESIDENTIAL AND MUNICIPAL ESTABLISHMENTS
(Ref: Specifications Section 9.01)

7,384 properties (based on July 2020 billing cycle)

See Pickup Zones Map on following page



KEYSTONE CONSULTING ENGINEERS, INC.
Engineering firm of choice since 1972
5012 Medical Center Circle, Suite 1, Allentown, PA 18106 610-395-0971
East Office: Bethlehem, West Office: Allentown, North Office: Kresgeville
www.KCEinc.com

UMT REFUSE & RECYCLING MAP

Pickup Day Zones

UPPER MACUNGIE TOWNSHIP
LEHIGH COUNTY, PENNSYLVANIA

REVISIONS	BY	DATE

DESIGNED BY:	HW
DRAWN BY:	HW
CHECKED BY:	KCE
DATE:	2020-7-15
SCALE:	1" = 2500'
JOB NUMBER:	UMT-20-001
SHEET:	1 of 1

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

BID #2020-07.01 – REFUSE AND RECYCLING

State of _____: County of _____: s.s.

I state that I am the _____ (Title) of _____ (Name of Company) 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 prices(s) and the amount of this proposal. Further, I state as follows:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, proposer or potential proposer.

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 the proposal submission date.

3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this Contract, or to bid a proposal higher than this bid, or to submit any intentionally high or noncompetitive 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 noncompetitive bid.

5. _____ (Name of Company) its affiliates, subsidiaries, officers, directors, 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 proposing and/or bidding on any public contract, except as follows: _____

I state that _____ (Name of Company) understands and acknowledges that the above representations are material and important, and will be relied upon by Upper Macungie Township in awarding the Contract(s) 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 Upper Macungie Township of the true facts relating to the submission of this bid.

_____
Signature

Name:
Title:

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS _____

DAY OF _____, 20_____

_____
Notary Public
My Commission Expires _____

ATTACHMENT E

BIDDER QUALIFICATION QUESTIONNAIRE

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

All questions must be answered. The failure to complete any portion of this questionnaire shall render a bid non-responsive. Any omission or misrepresentation that the Township deems material will also render a bid non-responsive. The Township shall reject all bids that are non-responsive.

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

1. Please list the names of any parent corporation, Subsidiary Corporation, Sister Corporation, affiliated corporation, Limited Liability Company, proprietorship, partnership or other entity related to, or associated with the “Bidding Entity”.

_____

_____

_____

_____

2. List and describe the nature of any felony or misdemeanor criminal convictions of the “Bidder” or guilty plea or plea of no contest by the “Bidder” in the last seven (7) years.

_____

_____

_____

_____

_____

_____

3. In the last ten (10) years has the “Bidder”, as a Defendant in a criminal action, ever been found guilty of or plead guilty or no contest to any violation of the anti-trust laws of the United States?

Yes_____ No_____

If yes, lease provide the following information:

(a) the date of the conviction or plea

(b) The court where the conviction or plea was entered.

(c) Names of Defendants who were found guilty or pled guilty or no contest.

(d) Crimes which Defendants were found guilty of or pled guilty or no contest to.

(e) Sentence imposed by the Court including, but not limited to, incarceration, probation, and fines.

4. In the last ten (10) years has the “Bidder”, as a Defendant or Respondent in a civil action, ever been adjudicated in violation of the anti-trust laws of the United States, had a verdict or judgment entered against it, him or her for any violation of the antitrust laws of the United States, or has the “Bidder ever entered into a settlement agreement consent agreement or other similar agreement that resolved a civil action in which a violation of the anti-trust laws of the United States was alleged?

Yes _____ No _____

If yes, please provide the following:

(a) State whether the civil action resulted in a verdict, judgement, and consent agreement or settlement agreement.

(b) The date of the verdict, judgment, consent agreement, settlement agreement.

(c) The name of court, in which the verdict was rendered, the judgment entered, or the consent agreement or settlement agreement recorded.

(d) The names of the Defendants against whom the verdict judgement was entered.

(e) The amount of the verdict or judgement entered.

Attach a copy of any consent agreement or settlement entered into by the "Bidder".

5. Does the "Bidder" own and/or operate any sites that are superfund sites as designated by the Environments Protection Agency on its National priority list for site clean-ups?

Yes_____ No _____

If yes, please provide the name and location of each such site.

_____

_____

_____

_____

6. How many years of experience has the "Bidder" had in the collection of residential waste under municipal contracts?

7. The "Bidder must provide letter references dated within the last two (2) years from at least three (3) Pennsylvania municipalities evidencing satisfactory performance under a municipal contract. Those references letters must be attached to the Qualifications Questionnaire.

8. In the last ten (10) years, has the "Bidder" ever failed to complete a municipal contract that was awarded to it or has had a municipal contract terminated for cause?

Yes_____ No_____

If yes, please describe the circumstances:

_____

_____

_____

_____

9. The "Bidder" must list at least three (3) Pennsylvania municipalities with which it currently has a contract for municipal recycling collection, and the "Bidder" must provide the names and telephone number of the municipal employee that oversees such contract

Municipality	Municipal contact person	Telephone Number
_____	_____	_____
Municipality	Municipal contact person	Telephone Number
_____	_____	_____
Municipality	Municipal contact person	Telephone Number
_____	_____	_____

10. Attach a copy or sample of your "Notice to Customer and Reason for Refusal to Pick-up Material". Explain how your company would transmit refusal of pick-up to the Township's office.

_____

_____

_____

_____

11. List the equipment and personnel that that will be used in the performance of this contract. The nature of the equipment and size of crews must be specifically noted.

(Attach additional sheets as needed)

12. List the sites to be used for recyclable marketing:

Organization	Types of materials Handled
_____	_____
Organization	Types of materials Handled
_____	_____
Organization	Types of materials Handled
_____	_____

13. State financial ability and your plans for financing this work if awarded this contract:

_____

_____

_____

_____

14. State all your banking connection and give banking references:

_____

_____

_____

_____

15. Who will supervise the work if the contract is awarded to you?

_____

_____

_____

_____

16. Attach statement of Financial Condition, including Contractor's latest regular dated audited financial statement or balance sheet, which must contain the following items:

Current Assets: Cash joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and material and prepaid expenses, net fixed assets and other assets.

Current liabilities: Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received form owners, accrued salaries, accrued payroll taxes, other liabilities and capital (capital stock authorized and outstanding shares per values, earned surplus).

Date of Statement or Balance Sheet: _____

Name of firm preparing statement: _____

ATTACHMENT F

VEHICLE DEDICATION AFFIDAVIT

UPPER MACUNGIE TOWNSHIP COLLECTION & DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLING SERVICES FROM RESIDENTIAL AND MUNICIPAL ESTABLISHMENTS

STATE OF _____ }
}
COUNTY OF _____ }

I state that I am _____ (Title) of _____ (Name of firm) and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the Township of Upper Macungie will rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit, for use only in Upper Macungie Township, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service and to ensure compliance with the services required under the Bid, in particular vehicles to ensure automated collection of Municipal Solid Waste. I further warrant that in the event that dedication of vehicles for use only in Upper Macungie Township is not feasible, that Upper Macungie Township will not be responsible for disposal costs for waste generated outside Upper Macungie Township.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle Upper Macungie Township to damages arising therefrom.

Date: _____

Witness/Attest

By: _____

Name: _____

Title: _____

Bidder: _____

By: _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 2020

_____
Notary Public

My Commission Expires: _____

ATTACHMENT G

PERMIT CAPACITY AFFIDAVIT

UPPER MACUNGIE TOWNSHIP COLLECTION & DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLING SERVICES FROM RESIDENTIAL AND MUNICIPAL ESTABLISHMENTS

STATE OF _____ }
}
COUNTY OF _____ }

I state that I am _____ (Title) of _____ (Name of firm) and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the Township of Upper Macungie will rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit, for use only by Upper Macungie Township, sufficient disposal capacity reasonably calculated to ensure safe, adequate, and proper service.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle Upper Macungie Township to damages arising therefrom.

Date: _____

Witness/Attest

By: _____

Name: _____

Title: _____

Bidder: _____

By: _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 2020

_____
Notary Public

My Commission Expires: _____

ATTACHMENT H

RECYCLING MARKET AFFIDAVIT

UPPER MACUNGIE TOWNSHIP COLLECTION & DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLING SERVICES FROM RESIDENTIAL AND MUNICIPAL ESTABLISHMENTS

STATE OF _____ }
}
COUNTY OF _____ }

I state that I am _____ (Title) of _____ (Name of firm) and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the Township of Upper Macungie will rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit to the arrangement of markets for the disposition of designated recyclables to be recycled in accordance with the requirements of these specifications.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle Upper Macungie Township to damages arising therefrom.

Date: _____

Witness/Attest

By: _____

Name: _____

Title: _____

Bidder: _____

By: _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 2020

_____
Notary Public

My Commission Expires: _____

ATTACHMENT I

BID BOND FORM

(This form may be replaced by a standard form issued by the Surety)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS,_____ ("Bidder"), is submitting herewith to Upper Macungie Township, Lehigh County, Pennsylvania (hereinafter called the "Obligee") a bid, in accordance with the terms, conditions, plans, and specifications contained in the Invitation to Bid Package for Bid#_____, for _____.

NOW THEREFORE, we, the Bidder and _____ ("Surety") being authorized to transact a general surety business in the Commonwealth of Pennsylvania, are held and firmly bound unto the Obligee in the sum of $_____ , lawful money of the United States of America, which represents ten percent (10%) of the total bid, for the payment of which sum, well and truly to be made, the Bidder and Surety hereby bind jointly and severally bind ourselves, our respective heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH the Bidder shall not withdraw its bid prior to the expiration of the award period after the opening of the bids; and shall comply with all requirements set forth in the Invitation to Bid Package and if Obligee accepts Bidder's bid, and Bidder, within such time as may be specified, enter into the Contract in writing, and give bond, with Surety acceptable to the Obligee, covering the faithful performance of the said contract and payment of claims for labor, material, and equipment rental, all of which shall be supplied on the forms as specified by said Obligee this obligation shall be void. However, if the Bidder shall fail to fulfill any of its obligations noted above or set forth in the Invitation to Bid Package, Bidder shall pay Obligee the following amounts: 1) the amount of this bond as herein above set forth, and 2) the difference between the amount specified in the Bidder's bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be void; otherwise to remain in full force and effect.

Contractor:

_____ _____

Name: Date:

Title:

_____ _____

Witness (or Attest if a corporation) Surety:

Title:

(Surety Seal)

ATTACHMENT J

Legal Advertisement

NOTICE TO BIDDERS

Upper Macungie Township is soliciting bids for the following:

BID #2020-07.01
COLLECTION, DISPOSAL, AND RECYCLING SERVICES FOR MUNICIPAL SOLID WASTE FROM RESIDENTIAL AND MUNICIPAL ESTABLISHMENTS
From January 1, 2021 through December 31, 2023

Sealed bids will be accepted for Collection, Disposal, and Recycling Services for Municipal Solid Waste from Residential and Municipal Establishments until 10:00 a.m. EST on Monday, August 24, 2020 and should be delivered to the Township Secretary, Upper Macungie Township Municipal Building, 8330 Schantz Road, Breinigsville, PA 18031. On the exterior of the sealed envelope should appear "BID ENCLOSED" and "BID #2020-07.01".

A MANDATORY PRE-BID MEETING will be held at the Upper Macungie Township Municipal Building at the address indicated above on Monday, August 3, 2020 at 10:00 a.m. Attendance at the Pre-Bid Meeting will be required for a bid to be considered.

On Monday, August 24, 2020 at 10:15 a.m. the bids shall be publicly opened and read at the Upper Macungie Township Municipal Building at the address indicated above.

Copies of bid documents and specifications may be viewed and obtained at the Upper Macungie Township Municipal Building beginning immediately, between the hours of 7:30 a.m. and 4:00 p.m. on regular work days. They are also available on our website at www.uppermac.org.

Each bid must be accompanied by Bid Security made payable to Upper Macungie Township in an amount of ten percent (10%) of the Bid price and in the form of a certified or bank check or a Bid Bond.

Each bid shall be accompanied by a Certificate of Non-Collusion and all other documents as specified in the bid specifications. A Performance Bond will be required from the successful bidder in the full amount of the annual contract price.

Bid shall remain firm for a period of sixty (60) days.

Upper Macungie Township reserves the right to waive any informalities in or to reject any and all bids, and to accept the bid which it determines is in its best interests.

Kalman Sostarecz
Township Secretary

ATTACHMENT K

BID SUBMISSION CHECK LIST FORM

BID #2020-07.01 – MSW & RECYCLING SERVICES

All Bidders shall include one (1) original and three (3) copies of the following information with their Bid Proposal submission:

1. Attachment A – Nondiscrimination/Sexual Harassment Clause
2. Attachment D – Non-Collusion Affidavit
3. Attachment E – Bidder Qualification Questionnaire
4. Attachment F – Vehicle Dedication Affidavit
5. Attachment G – Permit Capacity Affidavit
6. Attachment H – Recycling Market Affidavit
7. Attachment I – Bid Bond Form
8. Attachment K – Bid Submission Check List Form
9. Attachment L – Price Sheet
10. Description of Equipment per Bid Specification Section 10.06 a.
11. Copies of Documents per Bid Specification Section 12.00 a.xiii.
12. Copies of Documents per Bid Specification Section 12.00 b.

_____ _____

Name: Date:

Title:

ATTACHMENT L

PRICE SHEET FOR THE ANNUAL COLLECTION & DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLING SERVICES FROM RESIDENTIAL AND MUNICIPAL ESTABLISHMENTS UPPER MACUNGIE TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA

(Based on a three (3) year contract commencing January 1, 2021)

Bidder/Contractor: _____

Contract Year	Municipal Solid Waste Collection	Recycling Collection and Marketing	Bulky Waste Stickers *	Fuel Pricing **	Yearly Total ***	Household Hazardous Waste/ E-Waste (OPTION 1)	Yard Waste (OPTION 2)
2021							
2022				N/A			
2023				N/A			
THREE YEAR TOTAL ***				N/A			

* Per Bulky Waste Sticker. Please note that White Goods are included as Bulky Waste Items and may contain refrigerants requiring removal by the Contractor.

** Per gallon. All Bids shall be based upon the "East Coast PADD 1" pricing publicized as of July 20, 2020 on the web at https://www.eia.gov/petroleum/gasdiesel/. Bidders shall identify the fuel pricing used in calculating and arriving at its Bid. Any increases in pricing due to fuel increases shall be captured through fuel price adjustments as set forth in Section 26.00 of the Bid Specifications.

*** The Three-Year "Yearly Total" is to be used as the bid dollar amount when considering award. If Option 1 and/or Option 2 are considered for award, the applicable Three-Year Total amount of the option(s) will be added to the "Yearly Total" in calculating the Bidder's final bid amount.

All services shall be in accordance with the accompanying specifications for the "Annual Collection & Disposal of Municipal Solid Waste and Recycling Services from Residential and Municipal Establishments", and the Contract Documents defined in those specifications, herein also collectively referred to as "Specifications", all for Upper Macungie Township, Lehigh County, Pennsylvania.

Bidder Authorized Signature: _____ Date Signed: _____

Printed Name: _____ Title: _____