

BID SPECIFICATIONS

FOR COLLECTION & DISPOSAL OF SOLID WASTE AND RECYCLING IN SPRING GARDEN TOWNSHIP, YORK COUNTY, PENNSYLVANIA

I. GOALS

The Contractor shall collect, remove and properly dispose of solid waste and recyclable materials from all Residential Dwellings and from Small Business Establishments which can comply with the maximum container requirements in the entire Township of Spring Garden, in a manner and with equipment in accordance with these specifications and any applicable requirements of the Pennsylvania Department of Health and Pennsylvania Department of Environmental Protection.

This contract proposal is advertised for bidding, and has a term of 3 years. The contract may be extended for no more than two additional 1-year terms. The contract proposal consists of two Base Bid Items. Bidders shall submit pricing for the Base Bid #1 and Base Bid #2. The Township reserves the right to accept or reject and or all bid proposals.

It is the Township's intent to award the Contract upon review of the bids received to meet the best interests of Spring Garden Township.

II. DEFINITIONS

For the purposes of this request for bids, the following words and phrases shall have the meaning given herein.

AUTHORITY shall mean the York County Solid Waste and Refuse Authority or its authorized representative(s).

COLLECTION POINT shall mean the location for each dwelling unit or establishment from which the contractor will collect solid waste and recyclable materials. Said locations shall normally be at the front curb or property lines along publicly adopted streets except, where feasible, collection may be made along publicly adopted alleyways. Dwelling units or establishments not located along publicly adopted roads may bring their containers or bins to a pick-up point located along a private road or a publicly adopted road provided the location of the pick-up point is approved by the Township, contractor and owner or owners if on private property.

The approximate number of current collection points is 5,000 residential dwelling units plus small business establishments. The Township makes no representation or warranty as to the accuracy of this estimate and hereby discloses that the estimated collection points are based on unaudited and unverified information. The actual number of residential collection points which would be available could be more or less based and it is the sole responsibility of the bidder to

determine the actual number of residential units. Five thousand units shall be used for bidding purposes.

For information purposes the approximate monthly tonnage of solid waste and recyclables for the past 5-years is shown on Exhibit A. This historical information is provided for estimating purposes only.

COLLECTION TIMES AND SCHEDULE – Except as noted below, collections shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. During the months of June through September, the Contractor may start collections as early as 6:00 a.m. so long as the temperature is forecasted to be 90 degrees or above and Township residents are provided at least 14 hours prior notice of the early collection time. In no case shall the Township municipal office collection be earlier than 8:00 a.m. No collections shall be scheduled for any Sundays.

Collections shall not be made on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

In situations where the day of collection requires a change due to holiday celebration or acts of God, the contractor shall make the collections on the next day. If the holiday falls on a Saturday or Sunday, there will be no change in schedule before or after the holiday. If the contractor was unable to collect solid waste and/or recyclables in another municipality due to holidays or acts of God, the contractor may not cancel or interrupt collection in Spring Garden Township in order to “catch-up” in other municipalities.

The Township shall provide each collection point with a schedule showing the days of the week on which the solid waste will be collected, and the days on which recyclable materials will be collected.

COMMERCIAL ESTABLISHMENT shall mean those properties used primarily for business purposes.

COMMUNITY ACTIVITY shall mean events sponsored in whole or in part by a municipality, or conducted within a municipality and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events that will be attended by 200 or more individuals per day.

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

CONTAINER shall refer to the Contractor supplied receptacle in which solid waste is placed for collection; not to exceed 96-gallons in capacity. Solid waste not placed within the designated container will not be removed by the Contractor unless the alternative arrangements were made between Contractor and the residential dwelling.

CONTRACTOR shall mean the person, corporation or partnership with whom Spring Garden Township shall enter into a contract for solid waste collection and disposal and recycling or his agent.

DISPOSAL FACILITY shall mean a facility which processes or acts upon solid waste so as to dispose of the material, such as a composting facility, an incinerator or a sanitary landfill.

DWELLING UNIT means a building or portion thereof arranged or designed for occupancy by not more than one family for living purposes and having cooking facilities.

LARGE COMMERCIAL ESTABLISHMENTS shall mean those Commercial Establishments with large volumes of solid waste who contract privately for solid waste and recycling services.

MULTI-FAMILY DWELLING UNIT shall mean any property having three or more dwelling units per structure.

RECYCLABLE MATERIALS shall mean those materials which may be processed or re-fabricated for re-use and which are specified by the Township for separation from the regular solid waste. Such recyclable materials required to be collected include aluminum cans; bi-metal, steel, or tin containers (including aerosol cans); clear and colored glass containers; newspapers, magazines, plastic food and beverage containers with number 1 or number 2 recycling codes; corrugated cardboard; high-grade office paper; leaves and yard waste; and, Christmas trees.

RECYCLING shall mean the collection, separation, recovery and sale or reuse of recyclable materials which would otherwise be disposed or processed as solid waste.

RECYCLING CENTER shall mean a facility established to receive, process, store, handle and ship recyclable materials.

RESIDENTIAL DWELLING shall mean any occupied single-family, two-family or multifamily dwelling property for which the Township provides municipal solid waste collection service.

RESOURCE RECOVERY OR WASTE-TO-ENERGY FACILITY shall mean a plant, establishment, set of equipment or other operation which converts wastes to usable energy forms, such as the incineration of solid waste to produce steam and electricity.

SCAVENGING shall mean uncontrolled or unauthorized removal of recyclable materials.

SINGLE STREAM RECYCLABLES shall mean recyclable materials of all types that have been placed in the same container at the source of generation.

SMALL COMMERCIAL ESTABLISHMENT shall mean those Commercial Establishments that have a low volume of solid waste and utilize the Township-contracted solid waste and recycling service.

SOLID WASTE shall have the same meaning as it has in the Pennsylvania Solid Waste Management Act.

SOURCE SEPARATED RECYCLABLE MATERIALS shall mean materials that are separated from solid waste at the point of origin for the purpose of recycling.

TIPPING FEE shall mean the per unit charge or cost to tip, dump or otherwise dispose of a load of solid waste at a Resource Recovery or disposal facility operated by the York County Solid Waste & Refuse Authority.

TOWNSHIP shall mean the Township of Spring Garden or its authorized representative or representatives.

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

YARD WASTE shall mean material consisting of leaves, garden residue, shrubbery and tree trimmings, and similar material in containers, biodegradable kraft bags or bundled in lengths of not more than 3 feet long and weighing less than 50 pounds. Grass clippings are excluded.

III. GENERAL REQUIREMENTS

COLLECTION EQUIPMENT - Trucks used in making the solid waste collections shall have completely enclosed bodies. Trucks collecting Christmas trees, large items and recyclable materials can be of open compartment type with suitable tarp covers. Any standard compactor-type collection unit is considered approved.

All trucks must be clearly marked with the Contractor's name and local telephone number. All trucks must be kept clean and in properly licensed, inspected, and in good operating condition.

The contractor shall provide a sufficient number of collection vehicles to properly maintain collection schedules. In addition, the contractor shall have sufficient back-up capability in case of break down and adequate repair facilities so that broken-down equipment can be repaired to insure no delay or hindrance to collection operations.

DISPOSAL OF SOLID WASTE AND ASSOCIATED COST - The contractor must use a disposal facility or a Resource Recovery Facility approved or operated by the York County Solid Waste & Refuse Authority for the type of waste to be disposed.

TIPPING FEES - Tipping fees shall be paid by the contractor. The contractor will assure that only solid waste from Spring Garden Township will be collected under this contract. The Township reserves the right to contest the amount and manner that tipping fees and other charges are

established or imposed by the York County Solid Waste and Refuse Authority. The contractor agrees to maintain accurate records of all loads delivered and associated tipping fees and charges which shall be several and separate from those kept by the York County Solid Waste and Refuse Authority.

SINGLE SOURCE COLLECTION OF RECYCLABLE MATERIALS - Occupants of every residential dwelling unit, business and institutional facility in Spring Garden Township shall be required to separate certain materials for recycling, under the provisions of a mandatory recycling ordinance enacted by Spring Garden Township. The ordinance has provisions preventing scavenging of materials from bins. Newspapers, magazines, catalogs, and junk mail shall be allowed to be commingled with other recyclable materials. Any large amounts of Cardboard shall be broken down and tied in bundles. The newspapers, magazines, catalogs, and junk mail or Cardboard, so separated shall be placed alongside the regular solid waste containers, in bundles, either tied with a string or placed inside a paper (not plastic) bag, up to a total stack height of 12 inches per bundle and weight not to exceed 35 pounds per bundle. All other recyclable materials shall be commingled in a separate bin or bins alongside the remainder of the solid waste containers.

TYPES OF MATERIALS TO BE COLLECTED FOR RECYCLING - The type of recyclable materials to be collected regularly shall be determined by joint agreement with the Township and the contractor collecting the recyclable materials. The Contractor shall notify each collection point of the types of materials to be separated in the program based on the Township's Ordinances and PA Act 101 requirements, where to place them for collection, what containers to use, how often they will be collected and other responsibilities. The contractor shall collect newspapers, magazines, catalogs, junk mail, aluminum cans, bi-metallic cans (including aerosol cans), clear glass and colored glass containers, and plastic food and beverage containers with number 1 or number 2 recycling codes throughout the term of the contract, unless the type of materials to be collected is changed as provided above.

Other recyclable materials such as but not limited to catalogs, junk mail, other recyclable materials, film plastic, etc. may be collected by the Contractor.

MOBILE RECYCLING CART - Containers for recyclable materials shall be provided by the Contractor. One initial 64-gallon mobile cart per dwelling unit or Small Commercial Establishment will be provided and made available by the Contractor.

The Township reserves the right under the term of the contract to change the type and size of recyclable bin to be provided for the recycle collection.

MOBILE REFUSE CART- For the curbside collection of residential municipal waste, a 96-gallon mobile refuse cart shall be provided to each dwelling unit or Small Commercial Establishment from the Contractor. Residential housing units that do not wish to use Contractor provided mobile refuse cart shall provide their own refuse containers, which shall be of the type and size specified by the York Township Municipal Solid Waste and Recycling Ordinance. The Contractor

shall be required to return mobile refuse carts or refuse containers upright, with lids replaced, in the same location as prior to the emptying of the cart or container.

SUPPLY OF CARTS - Prior to the commencement of the Contract, Contractor shall provide to each customer the Mobile Recycle Cart and Mobile Refuse Cart along with instructions explaining the manner in which said cart can be returned to Contractor in the event the customer is electing to utilize a different container for recyclables and/or refuse.

Contractor shall be required to have a sufficient supply of 96-gallon mobile refuse carts available for customers who elect that service. Mobile refuse carts are the property of the Contractor, who shall ensure that the mobile refuse carts are maintained in good condition and capable of being used in a proper manner. Contractor shall deliver, replace or remove any mobile cart within 3 days of notice by the resident. The Contractor shall be responsible to remove all mobile refuse carts and mobile recycling carts at the termination of the contract unless continued use is approved by the Township. The Contractor shall be responsible to remove any mobile refuse cart or mobile recycling cart at any time during the term of the contract if requested by the property owner.

EXTRA REFUSE BAGS - Contractor shall be required to provide to the Township, bags for sale to residents for disposal of residential solid waste in excess of the limitations set forth in Bid Item # 1 and Bid Item #2. The bag shall be a unique color or marked bag to provide the Township and/or Contractor the ability to easily identify the bag as a unit in excess of the 96-gallon container or three bag/container 32-gallon limitation. The Township shall agree to sell the bags at the bid price and remit all monies generated therefrom to the Contractor within 30 days of receipt thereof.

LOW FLOW BAG SERVICE - Contractor shall provide a low flow service option. Each customer shall be given a pay-per-bag option to purchase bags from the Contractor. Each bag offered by the Contractor shall have a capacity of 32 gallons. It is the Contractor's responsibility to sell and deliver such bags to its customers. In order for a customer to participate in the low-volume option, the customer must purchase from the Contractor a minimum of nine bags every six months, payable in advance. It shall be Contractor's duty to maintain record of the bags purchased and to supply such records to maintain compliance with State regulations. The Bid Price per bag shall include any delivery charges.

SOLID WASTE & RECYCLABLE MATERIALS FROM AGRICULTURAL, LARGE COMMERCIAL, INSTITUTIONAL, OR INDUSTRIAL FIRMS - Solid waste & recyclable materials from agricultural, large commercial, institutional or industrial firms shall not be included in this contract. These materials shall be collected and disposed by separate arrangement between the owners and private haulers licensed by the York County Solid Waste & Refuse Authority.

CHRISTMAS TREE COLLECTION - on the second Saturday of January of each contract year, the contractor shall collect and dispose of all Christmas trees placed by property owners at normal collection points. The collection of Christmas trees shall be considered as part of the normal

contracted collection service provided by the collection contractor. Christmas Trees shall be collected separately, shall be disposed of at an approved composting facility and shall not be part of the solid waste disposal stream.

LARGE ITEM COLLECTION - A Township-wide collection shall be made by the contractor one time per week for each contract year for large household items, such as furniture and major appliances, carpet & rugs no longer than 4 feet in length that are rolled and tied, excluding tires, paint, batteries, hazardous waste, cardboard boxes filled with material, construction or remodeling debris (drywall, 2 x 4's, etc.), firewood, landscaping and other yard waste and anything that would be picked up during regular refuse collection. Scrap metal and "white goods" (appliances) shall be recycled by the contractor with no disposal fees for them passed on to the Township. The collection of large items shall be considered as a part of the normal contracted collection service provided by the collection contractor with no additional fees charged.

TIMES OF COLLECTION - Collection of solid waste at each collection point shall be made for each entire year in accordance with a schedule submitted by the Contractor and approved by the Township Board of Commissioners. The Township prefers that the schedule used for the past 5 years be continued for Base Bid No. 1. Under that schedule the Township is divided approximately in half with pick-ups for one half on Monday and Thursday and for the other half on Tuesday and Friday.

DISPOSITION OF THE RECYCLABLE MATERIALS - The contractor may elect to store, handle, process, and/or market and sell the collected recyclable materials himself.

METHODS OF COLLECTION - Solid waste and recyclable material shall be picked up at the designated collection points and deposited into the collection truck with a minimum of noise and traffic delay. No solid waste or recyclable material may be spilled on the roads and streets of the Township and the contractor must make every effort to prevent scattering, particularly paper and other light materials by the wind.

For Owner-supplied refuse containers, the Contractor must take care not to damage containers belonging to residents, and in the event of willful or unnecessary damage to such containers the contractor shall be liable for the same. Contractor shall promptly notify the Township if any resident or property owner claims damage, other than reasonable wear and tear, to containers. The Township will not be responsible for removed or damaged containers. All emptied containers must be replaced in approximately the same location where they were placed by the owners.

The Contractor shall pick up and dispose of all municipal waste from Refuse Containers or Units at collection points on collection day regardless of the number placed for collection.

Contractor shall immediately notify the Township of any collections which cannot be made on schedule and/or of collections not made at specific collection points because of containers not conforming to these specifications.

OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS - Immediately upon the Contractor's loading solid waste or recyclable materials into any collection vehicle, ownership of such solid waste or recyclable material shall be vested in the Contractor, and it shall become his responsibility to haul, handle, process, sell and/or dispose of properly, with the exception of tipping fees for solid waste being paid by the Township as noted heretofore.

COLLECTION ROUTES - The Contractor shall collect solid waste and recyclable materials from all of Spring Garden Township in accordance with these specifications, on routes agreed upon by the Township and Contractor. Collection shall be made at each collection point in accordance with the terms of the definition of Collection Points. Collections for all collection points need not be made on the same day throughout the entire Township. Collections may be made in different sections of the Township on different days, provided that collections for all collection points in any section shall be made on the same day of the week for each entire year. The vehicle drivers for the Contractor shall be instructed to follow essentially the same routes on each collection day so that the people will be able to judge roughly when the collection will be made. The routes, once established, shall not change without prior approval from the Township. The Contractor shall give the Township and Township collection customers a minimum of 14 days written notice of any change in collection routes or schedules.

COLLECTION POINTS - The collection points for single-family detached, semi-detached, and multi-family dwellings, and small business establishments shall be at the edge of the adjacent public street or public alley. For multi-family dwellings of 11 units or more, commercial dumpsters may be utilized in lieu of multiple collection points if satisfactory terms are agreed to between the contractor and the property owner or owners and provided final location is acceptable to the Township. Spring Garden Township will not pay for commercial dumpster charges in such instances since the Township contract price assumes maximum multiple collection points. At present, such "dumpster" arrangements serve the entire Brockie Green condominium complex on Country Club Road Extended and for Greenleigh Condominiums located at 1010 Crestway in Regents Glen and those arrangements or a similar one is expected to be utilized under this contract. In the event Contractor does enter into a commercial contract with multi-family dwellings owners, the Contractor shall continue to be responsible for collecting the Township Administrative Fee from each dwelling unit and timely remitting to the Township.

The Contractor shall supply, at no extra cost, a dumpster or other Township approved container for solid waste and a dumpster or other Township approved container for office paper and corrugated cardboard recyclables at the Township Public Works Building, 558 S. Ogontz St. (five 96-gallon mobile carts for refuse and one 12-yard dumpster for recycling); Township Municipal Building, 340 Tri-Hill Rd. (five 96-gallon mobile carts for refuse and five 64-gallon mobile carts for recycling); 399 S. Yale St. (one 24-yard refuse dumpster); and, Township owned properties

at 1799 Mt. Rose Ave. if developed during the term of this contract. The Contractor shall empty such dumpsters or containers on a regular basis or as requested by the Township.

COLLECTION AT TOWNSHIP OWNED FACILITIES - The Contractor shall collect solid waste and recyclable materials from Township owned properties including the Department of Public Works Building, 558 S. Ogontz St.; the Township Municipal Building, 340 Tri Hill Rd.; Township storage area, 399 S. Yale St.; and, Township owned property located at 1799 Mt. Rose Ave. if developed during the term of this contract. Contractor shall provide dumpsters and/or mobile carts for this service at the Township locations.

COLLECTION RESULTS - Contractor shall furnish to the Township on a quarter-year basis an accurate report of the total monthly tonnage of solid waste hauled out of Spring Garden Township for disposal under this contract. Contractor shall also furnish to the Township on a quarterly basis an accurate report of the total monthly tonnage of newspapers and magazines (separate figure) and all other commingled recyclable materials (separate figure) removed from Spring Garden Township under this contract.

COMPLAINTS - When complaints are received by the Township, the complaint will be acknowledged and the contractor will be notified of the problem. The contractor must provide a local (no toll charge from Spring Garden Township) 24-hour a day telephone answering service for receiving and responding to complaints. The contractor will be responsible for following up the complaint and checking it out and correcting any legitimate problem within twenty-four hours of the complaint.

TERM OF CONTRACT - The term of the contract shall be for 3-calendar years, beginning January 1, 2023 through December 31, 2025. Upon mutual agreement by the Township and the Contractor, the term of the contract may be extended for two separate 1-year terms, up to a total of 2 years.

PAYMENT - Contractor shall be responsible to bill all residential customers on a quarterly basis for the charges established hereunder. There shall be no waivers of payment for residents who occupy property on a seasonal basis. Every residential property is to be billed each quarter. A copy of the customer list, in an electronic format, shall be provided to the Township within 10 days from the date of said request and at the beginning and ending of this contract and on an annual basis in August and shall become the Township property. The customer list shall include, but not be limited to, account numbers, customer names, customer address, and balance due. Contractor shall provide refuse bags that may be purchased by residents. The Contractor and Township shall develop an appropriate method of distributing such bags. It shall be the sole responsibility of the Contractor for collection of any and all bills, delinquent or otherwise as follows:

- a. Base per residential unit quarterly charge as bid by the Contractor, including the cost for billing and collection of bills.
- b. Any surcharge added by the Township to cover Township administrative costs.

The Contractor shall retain the amount collected above as payment for services except as set forth herein. The Contractor shall remit to the Township, on a monthly basis, by the 15th day of the following month, the amount collected under the Township's surcharge based on the amount of surcharge per bill multiplied by the number of bills collected. The Contractor shall continue to collect all residential and recycling during the term of the contract despite nonpayment by residential customers. The Contractor shall be required to use its best efforts and in good faith, attempt to collect any and all delinquent accounts, including the Township's surcharge. The failure of the Contractor to use its best efforts to collect said delinquent accounts shall be grounds for termination of the contract. The Township reserves the right to audit billings, payments to the Contractor by residents, and the solid waste collection methods used by the Contractor at any time in order to determine that all residential units are being billed appropriately, and that adequate procedures are being used to collect delinquent bills and the Contractor is remitting to the Township, the correct amount of money for the Township surcharge.

PERFORMANCE BOND - Within 10 days of notification of award of the contract, the contractor shall give security for the performance of his obligation by filing a Bond with the Township, executed by the contractor and by a surety or sureties approved by the Township and in the amount of 100% of the amount of one year's value of the contract, to be renewed as necessary to remain in full force and effect for the life of the contract.

In case any of the sureties upon the Bond shall become insolvent or unable, in the opinion of the Township, to pay promptly the amount of such Bond to the extent to which surety might be liable, then the contractor shall, by supplemental bond or otherwise, substitute another and sufficient surety approved by the Township in place of surety so insolvent or unable. If the contractor shall fail, within 5 days or such further times, if any, as the Township may grant, to substitute another and sufficient surety then the contractor shall, if the Township so elects, be deemed to be in default in the performance of his obligations hereunder and upon the said bond; and the Township in addition to any and all other remedies, may terminate this contract or may bring any proper suit or proceedings against the contractor and the sureties, or either of them, or may deduct from any monies then due or which thereafter may become due to the contractor under this contract the amount for which the surety insolvent or unable as aforesaid shall have justified on the bond, and the monies so deducted shall be held by the Township as collateral security for the performance of the condition of the bond.

LAWS AND REGULATIONS - The contractor shall observe and comply with all laws, ordinances, rules and regulations of local, state and federal agencies or government governing those engaged or employed on the work, the materials or equipment used, or the conduct of the work.

PERMITS AND LICENSES - The contractor shall obtain from the proper authorities, all permits or licenses necessary to carry on this work, shall pay any fees or charges required, and shall be responsible for conducting his operations in accordance with the provisions of such permits or licenses, copies of same to be filled with the Township.

INDEMNIFICATION - The contractor (including sub-contractors) shall indemnify and hold harmless the Township and all members, officers, agents or employees of the Township from and against all claims arising out of the performance of the contract not directly due to the Township's own negligence or misconduct.

INSURANCE - The contractor shall carry the following forms of insurance applying to all operations by him, his agent and employees, including any sub-contractor, and shall cause the Township to be named as an additional insured and name the Township harmless in the event of a claim against them:

<u>FORMS OF INSURANCE</u>	<u>MINIMUM COVERAGE</u>
Workmen's Compensation	\$1,000,000
Contractor's General Liability*	\$3,000,000
Automobile Liability Insurance (property and bodily injury)**	\$2,000,000

* The limit requirements may be satisfied by an umbrella policy over underlying coverage with at least a One Million Dollar (\$1,000,000) limit, or any combination of policies that provide, in the opinion of the Township, minimum coverage.

** The limit requirement may be satisfied by an umbrella policy over underlying coverage with at least a One Million Dollar (\$1,000,000) limit, or any combination for policies that provides, in the opinion of the Township, the minimum coverage.

All insurance policies required shall be maintained in full force until all work under this contract is completed, as evidenced by the formal acceptance thereof, in writing by the Township. Each policy shall contain the proviso that there will be 30 days prior written notice given to the Township in the event of cancellation of or material change in the policy.

The bidder to whom the contract is awarded shall furnish to the Township, within 10 calendar days after the date of official notice of award of the contract, insurance certificates evidencing that he has provided the required coverages. Certificates of insurance shall be renewed on an annual basis, and copies of renewed certificates shall be provided to the Township. The bidder may be required at a later date and upon specific request by the Township, to furnish certified copies of any or all insurance policies related to protection for the work under the contract. The Township shall not be liable for the payment of any premiums under the foregoing and certificates or policies shall be endorsed to that effect.

The insurance companies indicated in the certificates shall be authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the Township.

CONTRACT - The bidder to whom the award is made shall enter into a written contract with Spring Garden Township within 10 days' notice from the Township. Upon failure to do so, the defaulting bidder shall pay to the Township the amount of the bid bond, to repay the Township for expenses and damages incurred by reason of such default. Upon the awarding of the contract to the successful bidder, a signed statement of agreement, provided by the Township will be attached to the Specifications, Instructions to Bidders and Bid Proposal Form, and together shall constitute the Solid Waste Collection and Disposal and Recycling Contract.

NOTIFICATION OF VIOLATIONS AND ASSESSMENT OF PENALTIES - In case of any violations of contract, the Township shall notify the contractor of such violation and allow a reasonable time for correction prior to assessing any penalty against the contractor. All violations and penalties therefore shall be certified by the Township and its judgement shall be final.

The Township shall have the right to bill Contractor or deduct from any monies due the Contractor, the following amounts for each offense for all violations of the contract:

- a. **Regular Routes** - Failure of a truck and crew to operate and complete collections on a regular route, unless prevented by a labor strike or work stoppage, snowstorms, hurricanes, floods or other violence of nature or any other event which may be termed an act of God; the sum of \$300 per day for each truck and crew not operating.
- b. **Sanitary and Safe Vehicles** - Failure to maintain any collection vehicle in a sanitary and safe operating condition; the sum of \$35 for each offense.
- c. **Failure To Collect** - Failure to collect solid waste or recyclable material properly placed prior to the regularly scheduled collection time, the sum of \$25 for each collection point affected. Failure to return the same day as reported, if notified prior to 5 P.M., to collect the missed solid waste or recyclable material, the additional sum of \$25 per location.
- d. **Replacement of Containers** - Failure to replace containers or bins as required; the sum of \$20 for each collection point affected.
- e. **Damage/Displacement of Containers** - Willful damage to or carrying away of permanent bins or containers; the sum of \$20 for each offense or at the option of the contractor he may satisfactorily replace damaged or removed containers or bins.
- f. **Disposal Sites** - Failure to dispose of solid waste at the site specified by the Township; the sum of \$750 per collection vehicle load disposed of elsewhere, plus the actual unauthorized tipping fees.
- g. **Collection Times** - Starting collection prior to the authorized starting time (7:00 a.m. or 6:00 a.m. depending on the time of year and temperature) or failure to complete collection by 7:00 p.m. on the day scheduled; the sum of \$100 for each day.
- h. **Fraudulent Collection & Dumping** - Fraudulently collecting and dumping solid waste from another municipality and billing Spring Garden Township for the service; the sum of \$1,000 for each load.

- i. **Spilled Materials** - Spilling solid waste or recyclable material onto any public street or alley or private property and not properly cleaning up such spillage; a sum of \$250 for each solid spillage and \$500 for each liquid spill.
- j. **Complaints** - Failure to record or report complaints to the Township or to make Contractor's quarterly report to the Township concerning disposal information; a sum of \$100 for each failure.
- k. The Contractor shall also be subject to any penalties in any Township ordinance.

Upon persistent or continued or frequent violations of the contract, the Township reserves the right to cancel the contract after 30 days' written notice of intention to do so to both the contractor and his surety. In the event of such cancellation, the contractor and his surety shall pay the Township the difference between the sum to which the contractor would have been entitled for the balance of the contract and that which the Township may be obligated to expend directly or indirectly to complete the work provided for in the contract.

In addition to the above penalties, if, in its sole discretion, the Township determines that the violations by the Contractor are either or of such number or of such severity that justify termination of the Contract, the Commissioners shall notify the Contractor of their determination, setting forth the reasons for their determination and the alleged violations of the Contract, and shall, within 45 days after such notice, schedule a public meeting at which the Contractor shall be permitted to appear and to present its response to the notice from the Township, after which the Township shall make their final determination on whether or not to terminate the Contract. The fact that the Contractor may have been assessed and paid penalties pursuant to this Paragraph shall not be an absolute defense to termination of the Contract, but may be considered by the Township as a factor in their determination.

LABOR DISPUTE - In the event the contractor shall be unable to make collections as required under the contract because of a labor dispute against contractor, Township, at its option, may employ other persons or corporations to make such collections. Payments to contractor shall cease while such other persons or corporations are making such collections. Any difference in cost to the Township between this contract cost and the cost of temporary replacement collection and disposal cost caused by the contractor's labor dispute shall be paid by the contractor. In addition, Township may, at its option, cancel the contract in the event contractor shall be unable to make collections as required under the contract because of such a labor dispute.

BID AWARD – The refuse and recycling contract bid will be awarded to the lowest responsible bidder based on the best product to Township residents.

IV. BASE BID REQUIREMENTS

BASE BID #1 – TWICE A WEEK REFUSE COLLECTION PLUS LOW VOLUME AND EXTRA BAG TAGS/BAGS

COLLECTION

The contractor shall collect both solid waste and recyclable materials from all residential dwellings small business establishments, and such other places having solid waste and recyclable materials as defined herein. The maximum quantity of solid waste allowed for each dwelling unit or other establishment for each collection day shall be the equivalent of the Contractor distributed mobile cart or the customer-supplied refuse containers not in excess of the permitted capacity, plus any refuse in Contractor supplied bags.

For each collection point, solid waste collection shall be made two times per week for each entire year.

For each collection point, recyclable materials collection shall be made one time every week on the first day of the solid waste collection for each entire year.

For each collection point, large item collection shall be made one time every week on the second day of the solid waste collection for each entire year.

For each collection point, yard waste materials recycle collection shall be made once per month, beginning in April and ending with the month of October (7 months).

For each collection point, one annual Christmas tree recycle pickup on the second Saturday in January.

For each collection point, recyclable materials collection shall be made one time every week on the first day of the solid waste collection for each entire year, in accordance with a schedule submitted by the Contractor and approved by the Township Board of Commissioners.

Contractor shall provide as part of the bid the annual price per unit for years 1 through 3, and extensions to collect and dispose of municipal solid waste including bulk pickup, recycling and recycling processing from dwelling units in accordance with the bid documents and specifications. Contractor shall also provide a per bag price for Low Flow customers and for the purchase of extra bags. The Lowest bid will be tabulated based on the per unit cost multiplied by 5,000 units and the extra bag price cost multiplied by 500 annual bags. The total for years 1 through 3 shall be calculated to determine the total bid price.

BASE BID #2 – ONCE A WEEK REFUSE COLLECTION PLUS LOW VOLUME AND EXTRA BAG TAGS/BAGS

COLLECTION

The contractor shall collect both solid waste and recyclable materials from all residential dwellings small business establishments, and such other places having solid waste and recyclable materials as defined herein. The maximum quantity of solid waste allowed for each dwelling unit or other establishment for each collection day shall be the equivalent of the Contractor distributed mobile cart or the customer-supplied refuse containers not in excess of the permitted capacity, plus any refuse in Contractor supplied bags.

For each collection point, solid waste collection shall be made one time per week for each entire year.

For each collection point, recyclable materials collection shall be made one time every week on the day of the solid waste collection for the entire year of the contract.

For each collection point, large item collection shall be made one time every week on the day of the solid waste collection for the entire year of the contract.

For each collection point, yard waste materials recycle collection shall be made once per month, beginning in April and ending with the month of October (7 months).

For each collection point, one annual Christmas tree recycle pickup on the second Saturday in January.

For each collection point, recyclable materials collection shall be made on the same day as solid waste collection for the entire year, in accordance with a schedule submitted by the Contractor and approved by the Township Board of Commissioners.

Contractor shall provide as part of the bid the annual price per unit for years 1 through 3, and extensions to collect and dispose of municipal solid waste including bulk pickup, recycling and recycling processing from dwelling units in accordance with the bid documents and specifications. Contractor shall also provide a per bag price for Low Flow customers and for the purchase of extra bags. The Lowest bid will be tabulated based on the per unit cost multiplied by 5,000 units and the extra bag price cost multiplied by 500 annual bags. The total for years 1 through 3 shall be calculated to determine the total bid price.

Exhibit A

	2017	2018	2019	2020	2021
Commercial Tons/Single Stream Materials	1,286.413	901.303	669.717	671.596	605.234
Residential Tons/Single Stream Materials	1,230.78	1,203.05	955.25	1,104.51	1,081.66
Residential Tons/Yard Waste	54.68	66.89	75.20	63.70	80.00
Residential Refuse/Tons	4,484.01	4,584.58	4,598.05	5,025.53	5,030.18

**Proposal for Collection, Transportation and Disposal
Of Solid Waste, Large Item, Recyclables, Yard Waste and Christmas Trees**

The undersigned, having read the Legal Notice, General Explanation of Bidding, Procedures, General Requirements and Conditions for Bidding, Description of Bid Items, Scope of Work and Specifications, hereby proposes to furnish all labor, equipment and appliances and to collect all solid waste, large items, recycling, yard waste and Christmas trees collected within the corporate limits of the Township of Spring Garden, for the period of 36 months (plus 24 months optional contract extensions) beginning the first day of January 2023, pursuant to and in strict and full compliance with the General Explanation of Bidding, Procedures, General Requirements and Conditions for Bidding, Description of Bid Items, Scope of Work and Specifications hereto annexed and, by this reference, made a part of this proposal, as follows:

Bid Item No. 1		
Three Bags, Three 32-Gallon Containers, or One Mobile Refuse Cart Two Times per week, Recycling, One Large Item One Time Per Week, Yard Waste and Christmas Trees		
Year	Quarterly Amount Per Unit	Total Annual Amount (Based on 5,000 Units)
January 1, 2023 – December 31, 2023	\$	\$
January 1, 2024 – December 31, 2024	\$	\$
January 1, 2025 – December 31, 2025	\$	\$
	Total For First Three Years of Contract =	\$
January 1, 2026 – December 31, 2026	\$	\$
January 1, 2027 – December 31, 2027	\$	\$

Extra Price Per Bag		
Year	Per Bag Cost	Total Annual Amount (Based on 500 Bags)
January 1, 2023 – December 31, 2023	\$	\$
January 1, 2024 – December 31, 2024	\$	\$
January 1, 2025 – December 31, 2025	\$	\$
	Total Per Bag Cost for First Three Years =	\$
January 1, 2026 – December 31, 2026	\$	\$
January 1, 2027 – December 31, 2027	\$	\$
		\$

Low Flow Price Per Bag		
Year	Per Bag Cost	
January 1, 2023 – December 31, 2023	\$	
January 1, 2024 – December 31, 2024	\$	
January 1, 2025 – December 31, 2025	\$	
January 1, 2026 – December 31, 2026	\$	
January 1, 2027 – December 31, 2027	\$	

Bid Item No. 2		
Three Bags, Three 32-Gallon Containers or One Mobile Refuse Cart One Time per week, Recycling, One Large Item One Time Per Week, Yard Waste and Christmas Trees		
Year	Quarterly Amount Per Unit	Total Annual Amount (Based on 5,000 Units)
January 1, 2023 – December 31, 2023	\$	\$
January 1, 2024 – December 31, 2024	\$	\$
January 1, 2025 – December 31, 2025	\$	\$
	Total For First Three Years of Contract =	\$
January 1, 2026 – December 31, 2026	\$	\$
January 1, 2027 – December 31, 2027	\$	\$

Extra Price Per Bag		
Year	Per Bag Cost	Total Annual Amount (Based on 500 Bags)
January 1, 2023 – December 31, 2023	\$	\$
January 1, 2024 – December 31, 2024	\$	\$
January 1, 2025 – December 31, 2025	\$	\$
	Total Per Bag Cost for First Three Years =	\$
January 1, 2026 – December 31, 2026	\$	\$
January 1, 2027 – December 31, 2027	\$	\$

Low Flow Price Per Bag		
Year	Per Bag Cost	
January 1, 2023 – December 31, 2023	\$	
January 1, 2024 – December 31, 2024	\$	
January 1, 2025 – December 31, 2025	\$	
January 1, 2026 – December 31, 2026	\$	
January 1, 2027 – December 31, 2027	\$	