

Honey Brook Borough
Municipal Solid Waste and Recycling
Collection Specifications
For Contract to Commence 1/1/19

NOTICE TO BIDDERS

Honey Brook Borough will receive sealed bids online for solid waste, recycling and yard waste collection, removal, transport and disposal from residential properties from the Borough. Sealed bids may be submitted until **12:00 noon on September 28, 2018** prevailing time and will be publicly opened. All documents and solicitation details are available at no cost from Honey Brook Borough, 71 Pequea Avenue, Honey Brook, PA 19344 or available on our website at www.honeybrookborough.net. All bids will be considered at the Regularly Advertised Meeting of Borough Council on Monday, October 2, 2018 at 7:00 p.m.

The bids will be received for the collection, removal, transport and disposal of solid waste, recycling and yard waste material. Bids shall be provided based on the bidding documents, instructions and options set forth therein. Except for tipping fees, all disposal, permit, billing and administration costs, are the complete responsibility of the bidder.

Each bid must be accompanied by a Certified Check, Treasurers Check, or Bid Bond in the amount of ten percent (10%) of the estimated total contract price and all other required documents as set forth in the bid documents. The successful bidder shall, within fourteen (14) days after notification of award, enter into a written contract with the Borough, and deliver a Performance Bond guaranteeing performance of the contract in the amount of 100% of the total contract price as set forth in the bid documents, together with all other required documentation set forth in the bidding documents.

All bids must be submitted using the bid forms attached to the bidding documents and must be accompanied by a properly executed, Bidders Affidavit, Non-Collusion Affidavit, Bid Bond, Consent of Surety and all other requisite documents identified and/or provided as part of the bid documents.

The Borough expressly reserves the right to reject or accept any or all bids and may re-advertise if it is in the best interests of the Borough. The Borough may waive technical defects if, in its judgment, the best interests of the Borough shall so require. No bid may be considered from any person, firm or corporation who has defaulted in the performance of any contract or agreement previously made with the Borough or conclusively shown to have failed to perform satisfactorily such contract or agreement with the Borough.

All bids shall remain irrevocable for 60 days after the actual date of opening thereof.

If any person who wishes to attend any public meeting has a disability and/or requires aid, service, or other accommodation to observe or participate in the meeting, please contact the Borough Office at (610) 273-2020 to discuss how those needs may be accommodated.

INSTRUCTIONS TO BIDDERS

1. Scope of Work

The work to be performed shall consist of collection of residential garbage, ashes, refuse, trash, paper, rubbish and yard waste as defined herein, and all "municipal waste" as defined by the Solid Waste Management Act, within the boundaries of the Borough of Honey Brook, Chester County, Pennsylvania (hereinafter referred to as "Municipality"). All Borough residents on public or approved private streets may participate in the weekly municipal collection. The recycling program consists of single stream recycling to include aluminum, clear and colored glass, bi-metal cans, #1 and #2 plastic containers, newspaper and card board.

2. Definitions

Bulk Waste - A portion of regulated municipal waste consisting of items that are too bulky to be placed in an approved container such as white goods, sofas and other furniture which may require special handling due to size, shape or weight. Bulk waste does not include waste that is accumulated from non-residential uses. For example Bulk Waste does not include waste that has been accumulated while running a plumbing business, a contracting business or the buying and selling of residential commodities for a profit. All Borough residents whether they live on a public or approved private streets can participate in bulk trash pick even if they do not participate in the municipal weekly collection. However, Borough residents that do not participate in the municipal weekly collection and live on a private street must deliver their articles to a public street for pick up.

Contractor - The person(s) providing municipal contract waste and designated recyclable materials collection services under the Borough contract(s).

Curbside Collection - The correct location for the placement of refuse containers and recycling containers for the purpose of collection by the contractor(s) under the Borough contract(s), and by permitted collectors at residential units, multifamily units and nonresidential units, which shall be adjacent to the residential unit and no more than five feet from the public street used by collection vehicles.

Dwelling Unit – Shall mean any single-family detached, semidetached or townhouse dwelling, or a dwelling unit within a multifamily building containing four or fewer dwelling units.

Municipality - Borough of Honey Brook; a political subdivision within the County of Chester in the Commonwealth of Pennsylvania.

Municipal Waste - Any solid waste generated or collected within the Borough which is garbage, refuse, and other material, including solid, liquid, semisolid or contained gaseous material, resulting from residential uses, not meeting the definition of “hazardous waste” in the Solid Waste Management Act. The term does not include designated recyclable materials or unacceptable waste.

Processing Facility - Lanchester Landfill or any specific site designated by the Chester County Solid Waste Management Authority (“CCSWMA”) or approved by CCSWMA in lieu of Lanchester Landfill as the specific place or site to which solid waste or source-separated recyclable materials, or any portion of solid waste or source-separated recyclable materials, must or may be delivered; or in the absence of a specific site being designated by CCSWMA, any approved site for the delivery of any category of solid waste or source-separated recyclable materials.

Recyclable Materials - Any material which would be regulated municipal waste but for source separation and which will be processed into raw materials or products which are beneficially reused.

Recyclable Materials Container - For residential units, the term “recycling container” shall refer to the container supplied by the contractor. For nonresidential units, the term “recycling container” shall refer to a receptacle that is constructed of plastic, metal or fiberglass and has handles of adequate strength for lifting. Bids will be received for a 18 to 20-gallon capacity container and as an alternate for a 64/65-gallon capacity container on wheels with lid.

Refuse Bag - For those persons participating in the Borough municipal refuse collection system, the term “refuse container” shall mean bags or other devices or containers sold and approved by or on behalf of the Borough or its designated representatives. Said bags shall be approximately the 30 gallon size and be constructed of the strong and reinforced plastic. The bag weight, when placed at the curb, shall not exceed 40 pounds. The color of the bag or tag and any printed matter shall be at the sole decision of Honey Brook Borough.

Yard Waste - Leaves, garden, residue, shrubbery and tree trimmings, less than six inches in diameter, and similar material, including grass clippings.

3. Examination of Municipality/Dwelling Unit Count

Bidders shall inspect the Municipality so that they can make their own judgment concerning all circumstances affecting the cost of service in question and the nature of the work to be performed. Bidders shall assume all risks, whether or not patent, latent, known, hidden or foreseeable. All bidders are advised and cautioned that Honey Brook Borough makes no warranty as to the number of dwelling units within the Borough now or at any time in the future.

4. Specifications and Documents

Bidders are advised to examine carefully the specifications and all documents describing the proposed work and to make their own independent judgment with respect to the circumstance affecting the cost of work and the performance required by said documentation.

5. Collection Options

A. Option I - curbside collection and proper disposal of:

- 1). Municipal waste in the Municipality once each week on Wednesday, same day collection.
- 2) Recyclable materials every week on the same day as municipal waste collection.
- 3) The Recyclable materials will be the property of the contractor. .
- 4.) Bulk Waste collections, once a month on the first Wednesday of the month.
- 5.) Yard waste collection, once a month on the third Wednesday of the month, starting with the first collection on the 3rd Wednesday in April until the final collection on the 3rd Wednesday in November.
- 6.) A live Christmas Tree pick-up will be provided on the 1st and 3rd Wednesdays of January.
- 7.) The Borough shall be billed monthly for services.

B. Option II

The same as Option I except that as to Item # 3, the municipality shall be entitled to a rebate from the contractor for each ton of recyclable material.

C. Option III –

The same as Option I except that as to Item # 3, recyclable materials shall remain the property of the municipality and contractor will deliver recyclable materials to the County contracted processing facility.

6. Scope and Area of Collection and Disposal of Refuse

The award of the contract will require the successful bidder to collect, haul, and

deliver all municipal waste and recyclable materials as specified in this document, supply all of the labor, tools, machinery, plant and equipment and perform all of the work of collection, removing and hauling of municipal waste and recyclable materials as many times per week as required by the proposal selected by the Municipality. The successful bidder shall be required to comply with all applicable laws and statutes of the Commonwealth of Pennsylvania, of the County of Chester and of the United States Government and/or their agencies with respect to Worker's Compensation and the hauling and disposal of all materials collected. THE RULES AND REGULATIONS PERTAINING TO THE COLLECTION AND DISPOSAL OF MUNICIPAL WASTE, GARBAGE, REFUSE, ASHES, TRASH AND RUBBISH ISSUED BY THE MUNICIPALITY, COUNTY, STATE OR FEDERAL AGENCIES SHALL BE CONSIDERED TO BE AN INTEGRAL PART OF THESE REGULATIONS AND SHALL BE BINDING ON THE CONTRACTOR.

7. Municipality Responsibilities

A. Recyclable Material Preparation

The Municipality will inform residents of each dwelling unit of the preparation procedures for recyclable materials.

The procedures are:

- 1) Newspapers (including the newspaper inserts) are to be bundled (tied or bagged in paper bags) and placed at curbside on the designated recycling day.
- 2) Clear, Brown and Green Glass (food and beverage bottles and jars) shall be rinsed, cleaned, caps and rings removed and put in the recyclable materials container to be placed at curbside on the designated recycling day.
- 3) Aluminum, steel and bi-metal cans shall be rinsed, flattened if possible, and put in the recyclable materials container to place at curbside on the designated recycling day.
- 4) #1, #2, #3, #4, #5 and #7 plastics shall be rinsed, flattened if possible, and put in the recyclable materials container to place at curbside on the designated recycling day. Plastics identified as #6, Styrofoam and plastic bags are not acceptable recyclable plastic materials.
- 5) Light Cardboard and single ply corrugated boxes shall be bundled at the curb.

B. Preparation of Municipal Waste for Collection

All municipal waste shall be placed in an approved Borough refuse bag or bag with approved Borough tag.

C. Preparation of Yard Waste for Collection

All yard waste shall be placed in bio-degradable bags. The property owner shall be responsible to provide his/her own bags and is not limited to the number which may be collected on days designated for yard waste collection. Limbs and branches are to be less than 4" in diameter, cut to 4' lengths and bundled. The bundles must be small enough for 1 man to easily handle.

D. Bulk Municipal Waste

1) Where municipal waste is too bulky to be placed in an Approved Container, it must be disassembled, broken or cut up as much as practicable and placed on the curb on the prescribed bulk waste collection day. Item must be able to be easily handled by 2 men.

2) Building materials, automotive parts and tires will not be collected

E. Educational Material and Violation Notices

1) The Municipality will distribute information that is supplied by the contractor, describing the program and containing instructions of the proper preparation of the municipal waste and recyclable materials.

2) As needed, the Municipality will provide the Contractor with violation notices. These will be used per Section 8J of these specifications.

F. Final Disposition of Recyclable Materials

The Contractor will enter into an agreement with a processing facility to provide a location where the collected recyclable materials will be delivered or provide proof that the materials were marketed for recycling. The Borough shall receive a copy of all such agreements or proof that the materials were in fact marketed for recycling .

G. Program Monitoring and Receipt of Citizen Complaints

1) The municipality shall monitor the Contractor's performance.

2) The municipality shall supply violation notices to the Contractor to use when waste and recyclable materials are not properly prepared by the resident.

3) The contractor shall receive citizen complaints and complaints from the

Municipality.

- 4) The contractor shall promptly respond to those complaints.
- 5) The contractor shall be equipped to handle any and all complaints.

H. Bag or Tag Distribution System

The municipality shall handle all details concerning the distribution of refuse bags or tags to Borough residents.

I. Recyclable Materials Container Distribution System

- 1) The contractor shall provide a recyclable material container for each dwelling unit and shall be responsible for the distribution of the same to each dwelling unit. The details of such distribution shall be determined by the municipality and the contractor.
- 2) The contractor shall also provide 6 new recyclable material containers from time to time when requested by the municipality to keep at the Borough Building to distribute as replacement containers to residences.

8. Contractor's Scope of Work and Obligations

A. Collection Schedule and Routing

- 1) Collections of municipal waste and recyclable material shall be made between the hours of 5:00 a.m. and 12:00 Noon on the Wednesday of each week unless otherwise provided for in the contract's holiday schedule. Collections of yard waste shall be made once a month on the third Wednesday of the month commencing with the third Wednesday in April until the final collection on the third Wednesday in November. Collections of bulk waste shall be made once a month on the first Wednesday of the month. A live Christmas tree pick-up shall be provided on the first and third Wednesday of January.
- 2) The contractor will supply a holidays schedule at the time of executing the contract for the municipality to approve and then again 30 days prior to any January 1st date.
- 3) If the contractor requires a variation in the holiday schedule during the course of the contract, the contractor must give the municipality 30 days notice and pay for the cost of notifying municipal residents.

B. Recyclable Materials Container Distribution - See 7.I.

C. Municipal Waste and Recyclable Materials Collection

- 1) The contractor shall collect all municipal waste, bulk waste, yard waste and recyclable materials placed at curbside from all dwellings units in the municipality on days specified.
- 2) The contractor shall arrive at the municipality on collection day with an empty truck and upon completion, proceed directly to the processing facility.
- 3) The contractor shall not contaminate the collected recyclable materials with municipal waste or yard waste.
- 4) The contractor's employees shall replace the container where it was found in an upright position after emptying.
- 5) Each collection crew shall have a broom, shovel and refuse container to clean up any material spilled during collection. The disposal of these materials is the responsibility and at the expense of the contractor.
- 6) Collection shall be made regardless of weather conditions, unless authorization is received from the municipality. Authorization may be verbal, but will be followed in writing within two business days. The contractor will make the collections scheduled for the day missed due to weather conditions within the next day.
- 7) The contractor shall be required to collect all properly prepared recyclable material, but shall not be required to collect materials not properly prepared or stored.
- 8) The contractor shall abide by all traffic regulations and will comply with all applicable Federal, State, and Local regulations.

D. Yard Waste Collection

The contractor shall collect and compost all yard waste placed in biodegradable bags or bundled properly and placed at curbside from all dwellings units in the municipality on the days specified.

E. Title of the Collected Recyclable Materials

The title for recyclable materials collected in Honey Brook Borough by the contractor passes to the contractor upon collection unless option III in section 5 is awarded in

the contract.

F Reporting of Weight:

1) Municipal Waste

The contractor, on a monthly base, shall furnish to the municipality the records for the municipal waste collected from the municipality and delivered to the processing facility.

2) Recyclable Material

The contractor, on a monthly basis, shall furnish to the municipality all records of weight for recyclable material collected from the municipality and delivered to the processing facility.

The contractor, on a monthly basis, shall furnish to the Chester County Solid Waste Authority all records of weight for recyclable material collected from the municipality and delivered to the processing facility.

3) Bulk Waste

The contractor, on a monthly basis, shall furnish to the municipality all records of weight for bulk waste collected from the municipality and delivered to the processing facility.

4) Yard Waste

The contractor, on a monthly basis, shall furnish to the municipality all records of weight for yard waste collected from the municipality and delivered to the processing facility for composting.

G. Municipal Waste Processing Facility

The municipal waste collected in Honey Brook Borough will be delivered to the Lanchester Landfill.

H. Record Keeping

The Contractor shall keep the following records for collections under all Options and provide the information to the Borough:

- 1) The address of the stops where improperly prepared waste and recyclable materials were not collected and/or official bags or tags were improperly utilized.;

- 2) Weight of all collected recyclable materials delivered (See F above);
- 3) Periodic (6 per year) weight of municipal waste delivered.

I.. Tipping Fees

The contractor will not be responsible for tipping fees. The contractor shall make his proposal on the basis that the municipality will pay the tipping fees.

The contractor shall not commingle the waste collected under this contract with Honey Brook Borough with waste collected from other areas outside the scope of this proposal, whether it be collected from areas inside or outside the Borough. If the contractor does not support this effort, an undue hardship will be placed on the residents of Honey Brook Borough and penalties will be imposed as described in Section 9 to ensure compliance.

J.. Maintenance of Recyclable Materials Containers

- 1) The owner of the dwelling unit shall be responsible for reasonable care of the containers and shall be responsible for the replacement of lost or stolen containers.
- 2) Should the container need replacement after normal wear and tear, the contractor shall provide such replacement.

K.. Violation Notices

The Contractor shall be responsible for the issuing of violation notices to the residents for violations in the preparation of municipal waste and recyclable materials. The Borough will provide the notices per Section 7.E and 7.G of these specifications. Copies of Violations notices are to be submitted to the Borough.

9. Penalties and Termination of Contract Due to Non-Performance

A. Penalties to Contractor:

1) Missed Collections

For each missed collection by the contractor, the municipality may impose a penalty of \$10 for each dwelling unit per day (including Saturday and Sunday, although contractor shall not in any case collect waste on those days, except as provided in 8.A). The municipality may deduct said

penalties from the monthly invoicing for completed waste collection. If a missed collection is not resolved within three (3) days to the satisfaction of the municipality, the municipality may collect (or cause to be collected) the refuse and charge (or deduct, as aforesaid) all costs, fees and expenses incurred by the municipality in connection with collection. Nothing herein shall prevent or deny the municipality from canceling the contract in accordance with the contract terms.

- 2) Collection of Municipal Waste not contained in an official bag or tag as designated by the municipality.

For each collection the contractor makes of municipal waste which is not in an official Honey Brook Borough bag or tag, the Borough may impose a penalty of \$50 for each bag or container that the contractor picks up.

The municipality, at its option, may deduct said penalties from the monthly invoicing for completed waste collection services.

- 3) Commingling Outside Sources of Municipal Waste

The municipality may impose a penalty of \$500.00 if the Contractor commingles the collection of Honey Brook Borough municipal waste with municipal waste from sources other than those contained in the specifications provided for in the contract. This type of practice causes an undue financial hardship on the municipality's residents. The municipality also reserves all other remedies it may have at law or in equity regarding any and all loss that may arise to the municipality. The municipality may deduct said penalties from the monthly invoicing for complete waste collection.

Regarding collections within the Borough limits, the contractor shall only collect from those participating in the municipal collection on the Borough's designated day. All private collections must be done on a day other than the municipal collection day.

- 4) Loads Rejected by Processing Facility

The contractor is responsible for collection of only properly recyclable material and to maintain each load of recyclable material in an uncontaminated condition. If any load of recyclable material is rejected at the processing facility because of contamination, any transportation and disposal costs and loss or revenues from the processing facility for the rejected load will be the responsibility of the contractor.

B. Termination of Contract

In the case of the contractor's non-performance, the municipality reserves the right to terminate the contractor's services due to such non-performance.

- 1) If the contractor picks up trash that is not in the appropriate refuse bag as defined herein after it has been fined twice this will be non-performance of the contract and, without limiting any other remedies the municipality might have, the municipality reserves the right to terminate the contractor's services due to such non-performance.
- 2) If the contractor commingles Honey Brook Borough municipal waste with other municipal waste after it has been fined for the same, this will be non-performance of the contract and, without limiting any other remedies the municipality might have, the municipality reserves the right to terminate the contractor's services due to such non-performance.

10. Bidders Qualifications

Bidders submitting proposals must have the following qualifications:

A. Financial

The Bidder must be a financially secure company or corporation. Bidders shall submit the following with their bid and (these shall not become a public document):

- Annual reports or audited financial statements (or income statements and balance sheets) for the past three (3) years.
- Identification of any legal actions or proceedings pending or occurring within the last three (3) years and/or any contingent liabilities.

B. Qualifications and Experience

The Bidder must have previous experience in the collection of recyclable materials, municipal solid waste, or other similar material. Bidders shall submit the following with their bid:

For bidders without recycling experience:

- Locations where the Bidder is under contract to collect municipal waste or other material.
- Description of materials collected, if not municipal waste.
- Ownership and description of collection vehicles.
- Date Bidder Started collections for listed locations.

For bidders with recycling experience:

- Locations of curbside programs for which the Bidder collects recyclable materials.
- Materials collected by Bidder.
- Ownership and description of collection vehicles.
- Date recycling program started and date of initial collection by Bidder.

C. Litigation

The Bidder shall not be a defendant in litigation with the Borough.

11. Complaints and Supervision

- A. The contractor shall provide a responsible supervisor who shall be available and may be contacted at a local telephone number during each working day between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday to receive complaints, assist with any problems, answer inquiries and resolve disputes with respect to services to be supplied pursuant to this contract. The contractor will further be held responsible for the conduct and deportment of the employees during the performance of their work. Said employees shall not use loud, abusive, profane or lewd language during the performance of their work.
- B. The contractor's employees shall conduct their work quietly, without the throwing or banging of containers or yelling. This area of work conduct is important since the Borough has a condensed population and the Borough is permitting the contractor to start its workday early.
- C. The contractor's employees shall conduct their work with a minimum of interference to pedestrian and vehicular passageway through the Borough.

12. Term

If the contract is awarded, the contract can be awarded for up to five (5) years commencing January 1, 2019 and ending December 31, 2023 (Alternative A) or awarded for up to three (3) years with two (2) one-year extension options of the Borough on the same terms and conditions as the original term (Alternative B). Extension notice shall be

given to the contractor in writing by September 30 of the year prior to the extension year. The foregoing notwithstanding, the municipality shall retain the option to terminate this agreement at the end of each contract year, by providing the contractor with not less than one hundred twenty (120) days prior written notice of such termination.

13. Assignment

It is understood and agreed by the contractor that, during the performance of its duties under this contract, it will not assign its contractual rights or its duties and obligations arising hereunder to any third person without prior written approval of the municipality being had and obtained, which approval the municipality shall be under no obligation to give, it being at all times understood that the contractor is not acting as agent for a subsidiary of any other entity.

14. Merger/Bankruptcy/Bulk Sale

During the term of the contract, contractor covenants, warrants and agrees that it will not file any proceeding in bankruptcy or reorganization under the bankruptcy laws of the United States or under any specific debtor, receivership, composition for creditors, liquidation proceedings or similar proceedings under Pennsylvania Law. Contractor further covenants, warrants, and agrees that, during the term of any contract awarded, it will not merge with any other entity or become a subsidiary of any other corporate or personal interest.

If, despite the covenants contained herein, contractor does file proceedings in bankruptcy or like proceedings in State courts, or by merger or sale become acquired by any other corporation or entity; such actions may constitute a termination of the contract and result in the subsequent forfeiture of the Performance Bond, at the Municipality's sole election.

15. Inspection

The municipality or other authorized representative may inspect the collection process employed by the successful contractor under the contract and may require the correction of any improper or deficient performance of the contract through the designated supervisors of the contractor.

16. Workmen's Compensation Insurance

The contractor, during the term of this contract, shall carry Workmen's Compensation Insurance, insuring and covering any and all persons employed by it in the performance of this contract, and before starting work on the contract, shall file a certificate from the insurance company certifying the issuance of such company's insurance policy and the

payment of the premium thereof with the municipality.

17. Liability Insurance

A. Coverage

Contractor shall maintain, during the term of this contract at its sole expense, the following minimum liability insurance coverage:

- 1.) General Public Liability Insurance (non-automotive) for bodily injury and property damage in the amount of \$500,000 per occurrence but with aggregate limit of \$1,000,000.
- 2.) Automotive Liability Insurance for bodily injury and property damage in the amount of \$500,000.
- 3.) Umbrella Excess Liability coverage in the amount of \$1,000,000.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall, inter alia, name the municipality as an additional named insured and be designed to protect the municipality from any and all claims for damage of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the contractor in the performance of his contract, whether such obligation be controlled by the contractor himself or by someone either directly or indirectly employed by it for the purpose of accomplishing some obligation incumbent upon the contractor by the terms of this contract and shall otherwise indemnify and hold the municipality harmless from any and all manner of claims and lawsuits and shall provide, at the insurer's expense, all necessary legal aid, counsel and representation.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business within the Commonwealth of Pennsylvania and shall be obtained and properly endorsed in favor of the municipality before the execution of the contract hereunder. Said policy shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the contractor, whichever shall occur later. The contractor shall deposit with the municipality the original policies of insurance herein referred to or true copies thereto, prior to commencing work under this contract.

B. Cancellation of Insurance

Each and every policy of insurance maintained in accordance with the terms of the specifications or the contracts entered thereunder, shall carry with it an endorsement to the effect that the insurance carrier will convey to the municipality, by certified mail,

return receipt requested, written notice of any modification, alterations or cancellations of any policy or policies or the terms thereof, and said written notice must be received by the municipality, at least ten (10) days prior to the effective date of any such modification, alteration or cancellation. If such modifications, alterations or cancellations shall cause the insurance coverage required hereunder to fail to meet the minimum requirements set forth herein, the contractor shall be deemed to be in default and the municipality may at its discretion terminate this agreement as of the effective date of said change and insurance coverage and the surety on the Performance Bond may be held responsible by the municipality for the resulting losses.

It shall be the responsibility of the contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect the municipality from any and all claims whatsoever in nature regardless of the derivation of said claim and regardless of whether the same is directed toward the recovery of damages for personal injury, property damage, or any other claim of damage which may be incident to the same.

C. Governmental Immunity Waiver

All policies of insurance required pursuant to the specifications or the subsequent contract therein, shall waive any government immunity, if any, of the municipality and shall extend to and include all direct and indirect agents and employees of the Contractor and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the service to be rendered by the contractor pursuant to the terms of this contract.

D. Hold Harmless Provision

The contractor will indemnify and save harmless the municipality and all their officers, agents and employees from any actions, liabilities or claims resulting from the performance of the contract.

E. Non-Collusion Affidavit

A non-collusion affidavit shall be supplied to the municipality prior to contract taking effect.

18. Performance Bond

The successful bidder will be required to obtain and post a performance bond or other surety, to be in force each year for the length of the contract, in the amount of fifty percent (50%) of the contract award in any single year of the accepted contract. This bond at the option of the Borough may also be given on a yearly basis and shall be maintained for the duration of the contract.

19. Schedule of Payments

The municipality shall pay the contractor monthly according to the services provided, payable on or before the twentieth (20th) day of each and every month for the preceding month's services.

PROPOSAL FORM
SIGNATURE PAGE AND AGREEMENT

Submitted by:

(Firm Name) Please Print

(Authorized Representative) Please Print

Date:

TO: Honey Brook Borough Council
P.O. Box 249
Honey Brook, PA 19344

Dear Sir:

After examining all parts of this project, the supplying of collection services for municipal waste, yard waste, bulk waste (from all Honey Brook residents provided the articles are delivered to a public street) and recyclable materials for the Borough of Honey Brook, we understand these specifications and hereby propose to furnish said services in strict accordance with all specifications for the sum indicated.

In submitting this proposal, it is understood that it is the right of the Municipality to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said proposals. This proposal shall remain firm for at least one hundred twenty (120) days from bid opening.

Accompanying this proposal is a certified check in the amount of \$_____.

COSTS

ALTERNATIVE A – to include 18 to 20-gallon recycle container:

	Year 1 Price	Year 2 Price	Year 3 Price	Year 4 Price	Year 5 Price	Recyclable Per Ton Rebate
Option 1						N/A
Option II						
Option III						N/A

ALTERNATIVE A – to include 64/65-gallon recycle container:

	Year 1 Price	Year 2 Price	Year 3 Price	Year 4 Price	Year 5 Price	Recyclable Per Ton Rebate
Option 1						N/A
Option II						
Option III						N/A

ALTERNATIVE B: - to include 18 to 20-gallon recycle container

	Year 1 Price	Year 2 Price	Year 3 Price	Year 4 Extension Option Price	Year 5 Extension Option Price	Recyclable Per Ton Rebate
Option 1						N/A
Option II						
Option III						N/A

ALTERNATIVE B – to include 64/65-gallon recycle container:

	Year 1 Price	Year 2 Price	Year 3 Price	Year 4 Extension Option Price	Year 5 Extension Option Price	Recyclable Per Ton Rebate
Option 1						N/A
Option II						
Option III						N/A

Signed: _____ Date: _____
 Authorized Signature

BID BOND OR DEPOSIT

There is enclosed herewith: (i) a certified check, or a treasurer's check drawn to the order of the Borough of Honey Brook in the amount of ten percent (10%) of the estimated total contract price, or (ii) a bid bond in favor of the Borough of Honey Brook in the amount of ten percent (10%) of the estimated total contract price for the bidder's preferred program as indicated above; and duly executed consent of surety from an approved surety company licensed to conduct business in the Commonwealth of Pennsylvania agreeing to furnish the Borough the required performance bond upon award of the contract.

It is understood that the certified check, treasurer's check or bid bond is submitted and shall be subject to the terms and conditions stipulated herein.

The undersigned bidder, submitting this proposal, certifies that this bid is genuine; that it is in no respect collusive; that it is not a sham, directly or indirectly, with any person or bidder, to submit a sham bid, or that such other person shall refrain from bidding; and has not in any manner, either directly or indirectly sought by agreement or collusion, communication or conference, with any persons, to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that or any other bidder; or to secure any advantage over the municipality or any person interested in the proposed contract; and further, that such bid, or the contents herein; or divulged information, or date relative thereto to any association or to any member agent thereof; and that no municipal official or employee of said municipality is interested, either directly or indirectly in the bid.

Affidavit of Non-Collusion

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF CHESTER

_____, being first duly sworn, deposes and says that he is _____ of _____, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Municipality or any person interested in the proposed contract; and that all statements contained in said proposed contract; and that all statements contained in said proposal or bid are true; and, further, that such bidder has not, directly or indirectly, submitted this bid, or the contents hereof, or divulged information or data thereto to any association or to any member or agent thereof; and that no municipal official or employee of said municipality is interested, either directly or indirectly in the bid.

Sworn to and subscribed
before me this day
of , 200____.

Bidder's Affidavit

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF CHESTER

_____ being first duly sworn deposes and says that he resides at
_____ that he is the _____ of _____ who signed the above
proposal or bid, that he was duly authorized to sign on their behalf, and that the bid is the true
offer of the bidder, that the seal attached is the seal of the bidder and that all the declarations and
statements contained in the bid are true to the best of his knowledge and belief.

Sworn to and subscribed
before me this day
of , 200__.

Honey Brook Borough

Municipal Solid Waste and Recyclable Guide Sheet to Bidders

Estimated Borough Population	1713
Estimated Miles of Streets	5.50
Estimated Housing Count	533 (Not all units are participants)
Average Weekly Residential Tonnage	6.69
Average Weekly Recyclable Tonnage	3.04
Average length of pick-up time required	4¼ hours

All information has been approximated and the successful bidder is responsible for collecting trash from all dwelling units in the Borough regardless of the estimated figures.