

INSTRUCTIONS TO BIDDERS
CURBSIDE RECYCLING COLLECTION

1. RECEIPT AND OPENING OF PROPOSALS

The Board of Supervisors invites and will receive Proposals (i.e., “bids) on the forms attached hereto at the office of the Township Manager until 12:00 P.M. on Tuesday, January 3, 2023.

Bids will be publicly opened at noon read aloud on Tuesday, January 3, 2023 at 12:00 P.M. in the Township Municipal Building, 2 Buccaneer Drive Houston, PA 15342, and will be considered, and if appropriate, acted upon by the Board of Supervisors at the regular board meeting at 5:00 P.M. Tuesday, January 3, 2023 in the Township Municipal Building Meeting Room at the address above. Bids must be sealed and addressed to Jodi L. Noble, Manager and plainly marked “Proposal for Curbside Recycling Collection”.

2. SCOPE OF WORK

The work to be performed under this Contract shall consist of all items contained in the Proposal including the provision of all labor, equipment, materials, tools insurance, supervision, and all other items necessary to provide the service set forth in the specifications attached hereto.

3. TERM OF CONTRACT

Two terms are being bid as alternatives:

Alternate 1:

The term of this Contract Alternate will be for a one (1) year period beginning upon January 3, 2023 and ending December 31, 2023.

Alternate 2

The term of this Contract Alternate will be for a three (3) year period beginning upon January 3, 2023 and ending December 31, 2025.

4. PREPARATION AND SUBMISSION OF PROPOSAL

All proposals (i.e., “bids”) must be prepared and signed by the bidders on the form attached hereto. If submitted by a corporation, the bid must be signed by an officer of the corporation or by other persons authorized by resolution of the Board of Directors.

All bids must be legibly written in ink or typewritten. Proposed rate schedules and quantities must be written in both words and figures. In the event of a discrepancy or error, the unit prices and quantities as written out in words shall govern.

Bidders must complete information requested on pages 23, 24, 26, 27, 28, 29, 30 and 31.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder his address, and plainly marked “Proposal of Curbside Recycling Collection”. If forwarding by mail, the envelope shall be addressed as specified in the bid. The Board of Supervisors reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, to waive any irregularities, and reject any and all bids. Conditional bids will not be accepted.

5. CONTRACTOR TO MAKE EXAMINATIONS

Bidders shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and quantity of labor, equipment and material needed thereon. The bidder shall

make his own determinations as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the Township. The bidder agrees that if he should execute the Contract, he shall make no claim against the Township because of estimates or statement made by any officer or agent of the Township, which may prove to in any respect erroneous. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve him of any obligations with respect to his bid or to the Contract. The Township Manager shall make all such documents available to the bidders.

6. BID BOND

Each bid must be accompanied by a certifies check, cashiers check, or Bid Bond in the amount of ten percent (10%) of the total three (3) year bid for service payable to Chartiers Township as guarantee that if the bid is accepted, the bidder will execute the Contract within ten (10) days of its award. The Bid Bond or approved deposit will be returned to the successful bidder upon signing of the Contract and posting the Performance Bond.

The Bid Bond of the lowest three (3) bidders will be held until the Contract is executed. If the bid has not been selected within sixty (60) days of the opening of bids, securities will be returned upon demand of any bidder at any time thereafter, provided that he has not been notified of the acceptance of his bid.

Each bid must also be accompanied by a Certificate of Insurance evidencing the coverages set forth in the Contract Specifications. In lieu of the Certificate, the bidder may submit evidence satisfactory to the Township that, in the event that award of the contract is made to him, the required coverages would be in place before execution of the Contract.

7. PERFORMANCE BOND

The selected bidder shall have ten (10) days after notification of acceptance of the bid to deliver to the Township a one (1) or three (3) year Performance Bond in the amount of the contract or an irrevocable letter of credit payable to the Township in the amount of the contract. If a one (1) year Performance Bond is submitted, a second one (1) year Performance Bond must be submitted prior to January 1, 2023, a third year Performance Bond must be submitted prior to January 1, 2020, To determine the amount of the Performance Bond, multiply the approximately 4,000 residential locations times the price per year/residential location times one or three (3) years (length of contract) or one (1) year if three (3) separate Performance Bonds are to be submitted for 2023, 2024 and 2025,. Said Bond is to be executed by surety or banking institution satisfactory to the Township, guaranteeing both the faithful performance of the Contract and the due payment of all lawful claims for all labor, material and equipment used in the work.

8. QUALIFICATIONS AND COMPETENCY OF BIDDERS

Each bidder is required to submit with the bid supporting data regarding his qualifications and suitability for the work to be performed including the following information:

- A. An itemized list of the bidder's equipment for use on the Contract.**
 - 1. Evidence of ownership and possession of vehicles for use in connection with this Contract shall be shown on the Equipment Exhibit form page 30 and submitted with the bid.**

2. If the bidder intends to utilize new equipment, the agreement of sale for the purchase of the equipment must be submitted to the Township writing fifteen (15) days of the award of the Contract.

B. Where the bidder is a corporation, evidence that the bidder is in good standing under the laws of the State of Pennsylvania. In the case of corporations organized under the laws of any other state, evidence that the bidder is licensed (or is capable of being licensed) to do business and is good standing under the laws of the State of Pennsylvania, or a sworn statement that it will take all necessary action to become so licensed if its bid is accepted.

9. BASIS OF THE PROPOSAL

Proposals with the respect to the collection and marketing of recyclables are solicited on the basis of an annual fee for the service provided to every residential unit located in the Township (estimate of 4,000 units).

This rate shall be assessed each owner of a residential unit in the Township. The Contractor will directly bill the Township of Chartiers in twelve equal installments for each year bid.

I. Definitions

Commercial Establishments – Those properties used primarily for commercial or industrial purposes, and those multiple dwelling residential buildings containing more than for (4) dwelling units.

Any commercial establishment that is or contains on its premises a restaurant, cafeteria, bar, tavern or by nature of their business is involved in the preparation and sale of food and beverages, shall be for the purpose of this Contract considered as food and beverage commercial establishments.

Contractor – The individual, firm, partnership, joint venture, corporation or association performing the collection and marketing of recyclables under contract with the Township.

Designated Recyclables – The materials chosen by the municipality to be separated from municipal waste at each residential unit in the Township. The designated recyclables shall include the following items: clear glass, colored glass, aluminum, steel and bimetallic cans, plastics, high grade office paper, newsprint, magazines and multi grades of corrugated cardboard and other mixed paper. (HDPE and PET). The materials designated may be revised from time-to-time as deemed necessary by the Municipality.

Disposal Site – A refuse depository for the processing or final disposal of municipal solid waste including, but not limited to, sanitary landfills, transfer stations and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

Food and Beverage Commercial Establishments – Those properties primarily used for or that contain on their premises, facilities for the preparation and sale of food and/or beverages to the public. This includes, but is not limited to restaurants, snack bars, cafeterias, bars, taverns, clubs, food retail stores, catering services, etc.

Institutional Establishments – Those facilities that house or serve a group of people including, but not limited to, hospitals, nursing homes, day-care centers and schools.

Multi-Family Housing Properties – Any property having more than four (4) or more dwelling units per structure.

Municipal Establishment – Public facilities operated by the Municipality.

Municipality – Refers to the Township of Chartiers. Will also refer to the appropriate office or employee of the municipality authorized to act as its agent in handling the pertinent matters of this contract.

Recyclable Materials – Materials that are separated from municipal waste at the point of origin for the purpose of recycling.

Recycling Container – The reusable receptacle provided to all residential units by the Municipality to store designated source-separated recyclable material prior to collection by the Contractor. The recycling containers are the property of the property owner.

Residential Unit – Any occupied single or multi-family dwelling having up to four (4) dwelling units per structure.

II. SCOPE OF CONTRACT

Effective Date – This Contract shall become effective on the day of execution. Contractor shall begin the service of recyclable collection as set out by this Agreement.

Term – The term of this Contract shall be for an approximate one or three (3) year period beginning the first of the month after the execution of the Agreement. The parties agree that by their mutual consent, each expressed in writing and received at least sixty (60) days before the termination of the current term that this Contract may be extended for an additional period of ninety (90) days upon the same terms and conditions as set forth in this Contract.

Exclusive Right – The Township, as grantor, grants the Contractor, as grantee, the exclusive right during the term of the Contract to collect and market designated recyclables generated by all residential (estimated at 4,100 units) establishments located in the Township.

The Township covenants that during the term of this Contract, it will not engage other individuals or itself become involved in the activity of collecting and marketing of recycling or any other similar activity that would impair the exclusive right of the Contractor.

The Township has previously adopted: (1) a mandatory solid waste ordinance; (2) a mandatory recycling ordinance; and (3) the Township's Recycling Program Regulations.

Compliance with Applicable Laws – The parties to this Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, and interpretation of this Contract. The Contractor shall conduct the service of recyclable collection as provided for by this Contract in compliance with all Federal and State regulations and laws. This Contract and the work to be described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

Bankruptcy – “Insolvent” for the purposes of this clause shall mean a party's inability to pay its debts as they mature. A party's insolvency or voluntary or involuntary bankruptcy , shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance on its part unless already paid for. If the party is unable to give adequate assurance, the other party may terminate the Contract with thirty (30) day notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall

not operate as automatic repudiation, prospective unwillingness to perform, or a Breach of the Contract where the Contractor is in the process of a voluntary or involuntary bankruptcy.

The Township shall not be bound to the Contract by an insolvent Contractor's trustee or receiver.

In the event of a Contractor's bankruptcy, the Township will have the same remedies as provided for Breach of Contract.

Breach of Contract - If the Contractor fails to perform, or to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, the Township shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. The Contractor must within seven (7) days of receipt of such demand return to the Township a written statement that explains reasons for non-performance or delayed, partial or substandard performance during that period and any continuation thereof. The Contractor also has available to him the option to appear with an explanation before the Township. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the Township may, except under the conditions Force Majeure, terminate this Contract with a majority vote of the Board of Supervisors and, as its sole remedy, make demands under the terms of the Performance Bond.

Force Majeure – Neither the Contractor nor the Township may be liable for the failure to perform their duties not for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or the similar or different contingency beyond the reasonable control of the Contractor or Township.

Arbitration or Award – Any controversy or claim arising out of or in relation to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Assignment of Contract – No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the Township, which consent shall not be unreasonably withheld. The delegation of any contract duties will require the written consent of the Surety as such delegation will not relieve the Contractor of his Surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty with affecting the Contractor's liability.

Change of Ownership – In the event that the Contractor's business assets are sold, the Township maintains the right to hold the original owner solely liable. If however, the Township determines that the new ownership can adequately and faithfully render the services called for in this Contract for the remaining term of the Contract, then the Township may elect to execute a novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this Agreement.

Waivers – A waiver by either party of any breach or any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a

waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance. Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in the section.

Joint and Several Liability – If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

Building Effect – The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors and assigns.

Assignment of Contract – No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all the parties. The written modification is not to become effective for a period of ten (10) business days during which time either party may revoke the writing upon delivery to the other party of written notice to that effect, dated and signed by a notary.

III. SERVICE, OPERATIONS AND PERFORMANCE

A. Service Provided

All designated recyclables shall be removed from all residential establishments in the Township one (1) time each month during the life of this Contract. Contractor shall collect such recyclables from all

residential locations placed at curbside on State, Township or private roadways.

1. **Residential Units** – It is the resident’s responsibility to place the recyclable materials at the curb (or as close to the curb as practicable to collection vehicle routes) in the recycling containers provided by the Township. Corrugated cardboard boxes shall be broken down so that they are flat. Corrugated cardboard, whether in pieces or flattened boxes , shall be no more than three (3) feet in either length or width. Curbside refers to that portion of the right-of-way adjacent to paved roadways and alleys. Containers shall be placed at the curb at the owner’s risk. Contractor may decline to collect any recycling container not properly placed. Where the Contractor has reason to leave recyclables uncollected at a residence, he or his agent shall inform the resident immediately on a designated information card (or sticker) why the recyclables were not collected, i.e.. improper placement, recyclables not prepared properly, non-recyclable material, etc. The Contractor shall take due care in handling the recycling containers and no container shall be thrown from the truck to the ground. All damage, exclusive of reasonable wear and tear to any container, shall be the sole responsibility of the Contractor. All recycling containers and lids shall be returned to their proper place at the curb by the Contractor. Recyclables shall be picked up by the Contractor on the same day of the week each month, except for weeks that contain a holiday. The successful Contractor will provide free collections service at the following sites:

1. **Township Municipal Building, 2 Buccaneer Drive**

2. Township Road Department Shed, 2 Buccaneer Drive
3. Fire Department, 2450 West Pike Street
4. Police Department, 2 Buccaneer Drive
5. Arnold Park, 2010 West Pike Street
6. Community Center, 2013 Community Center Drive

If like public facilities are constructed during the contract, free service will be provided to each such site. The areas to receive collection service are indicated in the map appended hereto.

B. Collection Schedule, Hours and Routes

Normal hours of collection are to be from 6:00 A.M. to 6:00 P.M. on a designated day or week each month. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances upon the mutual agreement of the Township and the Contractor. The Contractor shall provide the Township with a schedule of residential routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pick-up, the Contractor shall so notify each resident affected in writing as to the change.

Not less than fourteen (14) days prior to commencing service, the Contractor agrees to furnish for the Township's approval the initial schedule to be used in servicing the area as specified in this Contract. Any changes in routes and/or schedules will also be subject to the Township's approval, which will not be unreasonably withheld.

In the event that regularly scheduled collection is missed and complaint received by either the Township or Contractor, and where no fault can be found on the generator's part, a special collection on the recyclables will be required of the Contractor within twenty-four (24) hours. The Township shall notify the Contractor of any complaints it receives within twenty-four (24) hours.

The suspension of collection service on any holiday in no way relieves the Contractor of his obligation to provide collection service at least once per month. Extending the hours of service to meet this obligation is subject to the Township's approval. The successful bidder shall notify the Township's residents, in writing, and by newspaper publication, of scheduled holiday(s) when no pick-up will occur and/or change in pick-up schedule due to such holidays.

The Contractor shall within seven (7) days prior to commencing service, mail to all residences receiving recycling collection service, a schedule for the coming year of recycling collection days in the Township. Such mailing of such schedule shall take place in advance of January 1 each of the years throughout the one (1) or Three (3) year contract.

The Contractor shall receive and respond to all complaints regarding services provided under this Contract. Any complaints received by the Township will be directed to the Contractor's office. Should a complaint go unresolved no longer than seven (7) days, the Township will have the right to demand an explanation or resolution to its satisfaction.

C. Equipment

An adequate number of vehicles shall be provided by the Contractor to collect recyclables in accordance with the terms of this Contract. The vehicles shall be licensed in the State of Pennsylvania and shall operate in compliance with all applicable State, Federal and Municipal regulations. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, at a minimum, the name and phone number of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least six (6) inches high. Each truck shall have at least one (1) broom and one (1) shovel to clean up recyclable material that may be spilled or otherwise scattered during the process of collection.

All vehicles shall be sufficiently secure so as to prevent any littering and/of leakage of fluid. No vehicles shall be willfully overloaded.

Evidence of ownership and possession of vehicles for use in connection with this Contract shall be shown on the equipment form at the time of the bid. License for the same must be submitted at the same time of bidding and also shall be licensed in the name of the bidder. If the bidder intends to utilize any new equipment, the bidder must submit the agreements of sale for the purchase of vehicles within fifteen (15) days of the award of the Contract.

D. Employees

The Contractor shall require his employees to be courteous at all times, to work quietly and not use loud or profane language. Shirts will be required at all times.

The Contractor's employees shall follow the regular walks for pedestrians' while on private property, shall not trespass or loiter on private property shall not cross to adjoining property, and shall not meddle or tamper with property which does not or should not concern them.

Each employee assigned to drive a vehicle shall, at all times, carry a valid drivers license for the type of vehicle he is driving.

The Township shall have the right to make a complaint regarding any Employee of the Contractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his duties.

The Township may suggest action to be taken in its complaint but it shall no be binding on the Contractor.

The Contractor shall have complete control of his employees and shall be considered an independent contractor of the Township.

E. Disposal of Recyclable Material

The Contractor shall transport the collected recyclable materials to a Purchaser's site or point of disposal approved by the Township. The Contractor shall have the responsibility for the sale and disposal of such materials in a timely manner and at a competitive price. No recyclable materials may be disposed of in a landfill without the consent of the Township. Contractor shall have the responsibility and liability for storage and disposal of recyclables materials in the event that it is unable to sell the recyclable materials. (See Recycling, Section VI).

F. Reports

A representative of the Contractor will report to or contact by telephone the Township manager's office at least one (1) time per month (or more-

or- less frequently as determined by the Township Manager) to receive any complaints, problems with service, or requests for service. IF a resident's recyclables have not been picked up as scheduled, the Contractor will arrange to have the recyclables picked up within twenty-four (24) hours of notification.

The Contractor shall furnish, in writing, to the Township Manager a report containing the number of tons of recyclables removed, together with the number of dwelling units serviced each month. Such report must be submitted to the Township Manager by February 1, the year following the year, which the report is for.

If such Annual Report is not submitted to the Township by the due date set forth, the Township has the right to demand an explanation to its satisfaction.

Upon request and on date no less than 120 days before completion of this Contract, the Contractor shall provide to the Township Manager a complete list of all names and addresses currently being serviced in the Township.

G. Office

The Contractor shall provide office and toll-free telephone facilities by which the officials of the Township or any user of the service may communicate with the Contractor between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday, except holidays.

H. Notification

The Contractor shall designate a time when recyclable materials will be removed from each street, and he shall also notify all customers, in

writing, of the terms of this Contract and of the scheduled collection times and dates.

I. Disputes Between Customer and Contractor

The Township shall have the right to determine finally the validity of any complaints made by customers as to failure of the Contractor to collect recyclables in accordance with this Agreement, and the Township's decision shall be final and binding on the Contractor.

IV. Bonds and Insurance.

The successful bidder shall furnish bonds and insurance and/or other guarantees as the Township may agree upon and shall also submit proof of annual renewal of such guarantees, bonds and insurance to the Township. The types and amounts of coverages are as follows:

- A. A Performance Bond in the amount of the one (1) or three (3) year Contract or three, (3) One (1) year Performance Bonds, or an irrevocable Letter of Credit payable to the Township in the amount of the Contract.**
- B. Certificates of public liability policies which shall name the Township and its Officials as additional insured and contain limits of liability for:**
 - 1. Worker's Compensation and Employer's Liability Statutory requirements, including all State's coverage, with Employer's Liability of \$100,000/\$500,000/\$100,000.**
 - 2. Comprehensive Automobile Liability including owned, non-owned and hired vehicles. Bodily Injury/Property Damage - \$1,000,000 combined (single limit).**
 - 3. Commercial General Liability, Including premises and operation, independent contractors, products/completed**

operations, blanket contractual for oral and written contracts and broad form property damage.

Occurrence Form

General Aggregate (other than products and completed operations)-\$2,000,000

Products/Completed Operations Aggregate - \$2,000,000

Each Occurrence

Bodily Injury, Property Damage, Personal and Av. Injury - \$1,000,000

Fire Legal Liability - \$50,000.

Medical Payments - \$5,000.00

V. Liability

It is distinctly understood and agreed that the Township shall not be liable to the Contractor, his heirs, executors, or assigns or to any other person for any services rendered under this contract, it is being the intent and purpose of these specifications that the Contractor collect the amount due him from the person, corporation or firm serviced.

The Contractor shall indemnify and save harmless the Township against and from all suits or actions of every kind and description brought against any of its officers, agents, or employees, and also from damages and costs to which it, they, or any of them may be put by reason of injury to the person or property of any other, resulting from negligence or careless, or otherwise, in the performance of the Contractor's obligations under the contract, or from any defective or improper appliances used in performance of the same.

The Contractor shall further indemnify and save the Township harmless from and against all liability, directly or indirectly, arising out of the use, generation, storage or disposal of hazardous material, including without limitations, the cost of any required or necessary repair, clean up or detoxification and the preparation of any closure or other required plans. The term “hazardous substances, toxic substances, and all related materials, including without limitation, the cost of any required or necessary repair, clean up or detoxification and the preparation of any closure or other required plans. The term “hazardous substances, toxic substances and all related materials, including but not limited to, all materials and substances regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation Recovery Act of 1976, the Superfund Amendments and Reauthorization Act of 1986, the Clear Water Action Act, the Toxic Substances Control Act and/or any other applicable federal, state or local environmental law, statute, rule, regulations or ordinance.

It shall be understood and agreed the Contractor shall in no way be construed to the agent, servant, or employee of the Township in the performance of his contract. Furthermore, the Township does not own or take responsibility for any recyclable materials covered by this contract.

VI. RECYCLING

The cost of collection and marketing of recyclable materials will be included in the collector’s annual charge. Collection and marketing of recyclable materials will commence on January 3, 2023. Such cost shall be disclosed to the Township along with the bid.

The recyclables designated by the municipality to be collected shall be: clear glass, colored glass, aluminum, steel and bimetallic cans, and plastic (HDPE and PET). Other materials may be designated by the Municipality from time to time.

Contractor shall select a site(s) for the sale and disposal of recyclable items subject to the approval of the Township.

Contractor shall report quarterly, in writing, to the Township the weight of each recyclable item collected, sold and currently held.

Along with the Individual and combined weights of the recyclable items, the Contractor may submit the price per ton at which the Contractor has sold the recyclables. The Township shall have the right to require that the Contractor provide actual documentation of the sale of recyclables and the actual price per ton paid to the Contractor for the materials.

The number of tons of each recyclable and the price for each ton added together shall produce the total value of recyclables sold for that month.

Upon ninety (90) days written notice by the Township or the Contractor, the Township may change recyclable items, subject to negotiation of and mutual agreement of any change to the annual bid price for recyclable collection prompted by the Township's desire to change recyclable items.

The Contractor is responsible to collect as recyclables only those recyclable items placed in the Township's recyclable containers, unless other wise arranged between the customer and the Contractor.

VII. BASIS AND METHOD OF PAYMENT

A. Rates

1. **Chartiers Township will pay the Collector, under this agreement, for all collection services required under this Contract, in twelve equal monthly installments that will equal the rates as set forth in the Contractor's proposal. The Contractor shall directly invoice the Township for collection of residential recyclable materials. Invoices must state clearly that invoice is for "Recycling Collection Service"**
The Contractor may temporarily suspend service to the Township if payments are three (3) months in arrears. To temporarily suspend service, the Contractor must notify the Township thirty (30) days prior to suspending service.

VIII. PUBLIC AWARENESS PROGRAM

The Contractor will assist the Township in all public awareness and education efforts.

IX. NONDISCRIMINATION

Neither the Contractor nor any sub-contractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color religion or national origin.

X. CONTRACT

These specifications shall be deemed to be incorporated into and be a part of the Contract between the successful bidder and the Township of Chartiers.

XI. NOTICES

A letter properly addressed and sent by mail, (certified mail or registered mail) to any party at the addresses provided below shall constitute sufficient notice whenever written notice is required for any purpose of the agreement. Notice

will be considered sent either when received at the appropriate address or deposited in the United States Mail.

Address for Notices to the Township of Chartiers:

2 Buccaneer Drive

Houston, PA 15342

Address for Notices to Contractor:

(Bidder complete above)

CONTRACT FOR RECYCLING COLLECTION SERVICES

THIS CONTRACT, made and entered into this 3rd Day of January, 2023, by and between the Township of Chartiers (hereinafter call the “Township”), and Waste Management of Pennsylvania Inc.

(hereinafter call the “Contractor”).

WITNESSETH, that the Contractor and Township for the consideration stated herein agree as follows:

I. TERM

Alternate 1

This Contract shall take effect on January 3, 2023 and remain in full force for one (1) year to December 31, 2023.

Alternate 2

This Contract shall take effect on January 3, 2023 and remain in full force for approximately three (3) years to December 31, 2025.

II. SCOPE OF WORK

The Contractor is granted the sole and exclusive right within the geographic area as described in the Contract Specifications and shall furnish all personnel, labor, equipment, vehicles and all other items necessary to provide for the collection and sale of recyclable materials and to perform all of the work called for and described in the Contract Documents.

III. COMPONENT PARTS OF THE CONTRACT DOCUMENTS

The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

- 1. The Request for Bids**
- 2. The Instructions to Bidders**
- 3. The Contractor's Proposal and Exhibits**
- 4. The Contract Specifications**
- 5. The Performance Bond**
- 6. This Instrument**
- 7. Any addenda or changes to the foregoing documents agreed to by the parties hereto.**

All provisions of the Contract Document shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be reasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

This Contract is intended to conform in all respects of applicable statutes of the State of Pennsylvania, and if any part of any provision of this Contract conflicts therewith, the said statute shall govern.

IN WITNESS WHEREOF, We the contracting parties, by our duly authorized agents, hereto
affix our signatures and seals at _____,
_____ as of this _____, day of
_____, 20_____.

Township of Chartiers

BY: _____

ATTEST: _____

(SEAL)

Contractor

BY: _____

ATTEST: _____

(SEAL)

CHARTIERS TOWNSHIP
BID PACKAGE CHECK LIST

The following checklist is provided as a guide to bidder and is intended to ensure that all required items are submitted with each bid package received: Bidders shall check all items listed below:

- 1. Bid Form 1 and 2 _____
- 2. Equipment Exhibit _____
- 3. Experience Exhibit _____
- 4. Checklist _____
- 5. Bid Bond _____
- 6. Evidence of Truck Ownership _____
- 7. Exceptions to Bid Specifications, if any _____
- 8. Certificate of Insurance, Including a
Description of Coverages for Pollution
If any _____

Any Contractor offered alternates, conditions, exceptions or comments may be submitted on separate sheet. Any such items offered may or may not be considered by the Township.

.....

Important Note: Bidder must complete information requested on pages 23, 24, 26, 27, 28, 29, 30, and 31

.....

**CHARTIERS TOWNSHIP
RECYCLING CONTRACT**

BID FORM 1

Name of Bidder: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Signature _____

Name/Title _____

Date: _____

**CHARTIERS TOWNSHIP
RECYCLING CONTRACT**

BID FORM 2

NAME OF BIDDER: _____

BIDS WITHOUT EXECPTIONS:

Collection of the below listed materials for a one (1) or (3) year period:

Aluminum Cans

Bi-Metal Cans

Clear, green and brown glass

Plastics#1- #7

Newspapers

Plastic Containers

May discuss options to include other material.

Alternate 1

2023 Price for 2023 (1 Year Bid)

Per Residential Location

\$ _____

Alternate 2 (3 Year Bid)

2023 Price Per Year)

Per Residential Location

\$ _____

2024 Price Per Year

Per Residential Location

\$ _____

2025 Price Per Year

Per Residential Location

\$ _____

**CHARTIERS TOWNSHIP
RECYCLING CONTRACT
EQUIPMENT EXHIBIT**

BIDDER: _____

- 1. Number of Recycling Vehicles to be used: _____
- 2. Number of Recycling Vehicles owned: _____

Vehicles To Be Used For This Contract

PA Registration License No.	Type of Vehicles	Make of Vehicle
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder: _____

By: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____ ***Attach additional sheets if necessary**

RECYCLING CONTRACT

EXPERIENCE EXHIBIT

Bidder: _____

A. EXISTING CONTRACTS:

Municipality	Address	Contract Period	Phone No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

B. PREVIOUS CONTRACTS:

Municipality	Address	Contract Period	Phone No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bidder: _____

By: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

***Attach additional sheets if necessary**