

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 Friday, December 9, 2022.

Bids, including alternatives will be publicly opened at noon read aloud on Friday, December 9, 2022 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, December 13, 2022 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

Four alternatives are being bid. Alternate 1 is a one (1) year Term and Alternates 2-4 are a three (3) year term:

Alternate 1 (1 Year Monthly Recycling Contract):

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

Alternate 2 (3 Year Monthly Recycling Contract)

The term of this Contract Alternate will be for a three (3) year period beginning upon January 1, 2023 and ending December 31, 2025.

Alternate 3 (3 Year Monthly Recycling Contract and 2 Year Weekly Traditional Manual Solid Waste Collection Contract)

The term of this Contract Alternate will be for a three (3) year period beginning upon January 1, 2023 and ending December 31, 2025.

Alternate 4

Alternate 4 (One Year Traditional Manual Recycling Contract with a 2 Year Automated Weekly Solid Waste and Monthly Recycling Collection Contract)

The term of this Contract Alternate will be for a three (3) year period beginning upon January 1, 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. QUESTIONS:

All questions must be submitted in writing, email is acceptable, so that responses can be distributed to all bidders. Questions may be submitted to the Township Manager at jnoble@chartierstwp.com or 2 Buccaneer Drive, Houston, PA 15342.

7. BID BOND

Each bid must be accompanied by a certified check, cashier's 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.

8. 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 4,100 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.

9. 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.

10. 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 4,100 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

Automated Collection: Collection of Solid Waste utilizing either “Fully Automated Collection” or “Semi-Automated Collection” methods

Bulk Waste: All waste materials too large for collection in ordinary containers. Examples of bulk waste include furniture, appliances, carpeting and similar items. Bulk waste shall not consist of any items that may be packaged and disposed of during regular trash collection.

Cart: A plastic container, approximately 32-35/36, 64/65 or 95/96 gallon in capacity, owing to slight manufacturer differences. Carts are equipped with wheels, handles and tight-fitting cover, used to temporarily store Garbage, Rubbish, Residential Refuse, Yard Waste or Recyclables. A cart is capable of

being mechanically unloaded into the Contractor's collection vehicles by a cart tipping mechanism, 2.) A tote.

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.

Construction and Demolition Waste: Lumber, roofing material, sheathing, rubble, broken concrete, macadam, plaster and brick, conduit, pipe, insulation, and other material which results from a construction, demolition or remodeling process.

Container: Means metal or plastic receptacles used for Garbage, Yard Waste and/or Recyclable's collection.

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

Curb Pickup: Refers to items placed at or within ten (10) feet of the curb or edge of roadway. Bidders are advised that some existing roads are narrow and may require equipment size adjustments. If residential property abuts public roadway, garbage and recycling must be placed at a curb on a public roadway. If residential property is accessed by both a public road and alleyway, the curb located on the public roadway will be the pickup location. Where challenges or

issues arise related to pick-up, the Township will make the final determination for garbage placement

Customer: The owner of any residential, commercial, industrial or institutional property located within 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.

Dwelling Unit: One or more rooms on premises which have cooking facilities and are arranged for occupancy by one (1) person, two (2) or more persons living together, or one family. Each dwelling unit within a non-commercial building shall be considered an individual customer.

E-Waste: Any discarded Electronic Equipment or electrical devices or their parts. Often called electronic waste, examples are discarded computers, office electronic equipment, entertainment device electronics, mobile phones and television sets

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.

Full Service: Shall mean that the Contractor shall be responsible for comprehensive service for garbage and refuse collection to the Township including all labor equipment, and the disposal of the garbage and rubbish at a legally approved facility.

Garbage: Means all discarded putrescible waste matter but not including sewage or sewage sludge, human excrement or Yard Waste.

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.

Large Items: Items that are too large to be placed inside the cart or inside of a standard 35-gallon bag, with an individual weight no greater than that allowed for a bag and which do not meet the definition of a bulk item. These items include lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, and individual cut and tied bundle of carpeting measuring no more than four (4) feet in length, and meeting the weight requirements, as well as other items of similar size, weight and compactable nature.

Lawn and Yard Waste: Means leaves, lawn clippings, sod, weeds, twigs, fruit vines, clippings from shrubs and hedges, garden plants, tree limbs, and branches not exceeding six (6) inches in diameter and twenty-four (24) inches in length. When the pieces are less than two (2) inches in diameter they shall be

securely tied into bundles. All debris shall be bundled or packaged in a bio-disposable bag, not exceeding thirty (30) gallons.

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.

Municipal Waste: Any garbage, refuse, industrial lunchroom or office waste and any other material including solid waste, liquid, semi-solid or contained gaseous materials resulting from the operation of residential, municipal, commercial, industrial or institutional establishments and from community activities, and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial, industrial or institutional water supply treatment plant, waste water treatment plant or air pollution control facility. (Pennsylvania Act 101, Section 103)

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. **Private Roads**: Shall mean roadways, which are not maintained by the municipality or the state, on which two (2) or more dwelling units are located.

Recyclables: Shall mean source separated recyclable materials, including materials listed in Section 1501 of State Act 101, and materials identified by the municipalities to be recycled.

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.

Refuse: All municipal solid waste which is regulated by State Act 101, except the following categories of solid waste:

- a. Bulk waste including tires and appliances
- b. Construction/demolition waste
- c. Sludge
- d. Infectious/pathological waste
- e. Source separated recyclable materials
- f. Household hazardous waste
- g. Oversized refuse items
- h. Leaf waste
- i. Unacceptable waste

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

Semi-Automated Collection: Collection of Solid Waste either: a) using a vehicle equipped with a Cart tipping mechanism operated from inside the vehicle cab by the driver or operator wherein the Cart is mechanically captured, elevated and tipped (emptied) into a collection bin mounted in the front of the vehicle with that bin subsequently being mechanically tipped by the driver or operator into the vehicle hopper, packer or compactor or; b) manually connecting a Cart to a Cart tipping mechanism wherein the Cart is mechanically elevated and tipped (emptied) into a collection bin mounted in the front of the vehicle with that bin subsequently being mechanically tipped (emptied) into the vehicle hopper,

packer or compactor. Both methods are capable of servicing a full selection of Carts having universal compatibility with standard Cart tipping mechanisms.

Single Stream Recycling: A system in which all Recyclable Items are placed into a single Cart or Container for subsequent collection, processing and remarketing instead of separating Recyclable Items by commodity into separate Containers for separate handling throughout the collection process.

Traditional Manual Collection: Collection and Disposal of Solid Waste using rear loading (customarily for Garbage, Rubbish, and Residential Refuse) or side loading (customarily for Recyclables) collection vehicles with collected material being deposited into the vehicles manually by an employee of the Contractor. The term Traditional Manual Collection distinguishes the collection method from Fully Automated Collection and Semi-Automated Collection and includes any and all types of collection vehicles used by the Contractor, including frontloading residential collection vehicles, wherein the collected material is deposited into the vehicles manually by an employee of the Contractor. Any reference to only rear loading vehicles being used for Traditional Manual Collection serves only as an example of the typical vehicle used for this type of service and does not limit the types of collection vehicles that may be used to perform this service.

Unacceptable Waste: The following categories of solid waste.

- a. Hazardous waste
- b. Residual waste
- c. Unsterilized or unprocessed infectious or pathological waste
- d. Chemotherapeutic waste
- e. Gas cylinders

- f. Explosives and ordnance materials
- g. Liquid waste (i.e., containing less than 20% solids by weight of flowable)
- h. Drums, barrels, and buckets unless lids have been removed and interiors cleaned and free of any residue
- i. Radioactive materials
- j. Any solid waste generated outside of the Township

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. Should alternate 3 or 4 be selected the Township would enact a mandatory unified residential hauler ordinance prior to the commencement of Year 2 (2024).

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 and 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

Alternates 3 and 4

To collect any and all solid waste accumulated at all residential and qualified nonresidential structures within the Township at least one (1) time per week.

All alternatives

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 and/or solid waste materials at the curb (or as close to the curb as practicable to collection vehicle routes). Recyclables shall be placed in the recycling containers provided by the Township or clearly marked “Recycling” container. Solid Waste shall be placed in a solid waste container. 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.

Amy 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. SERVICE, OPERATIONS AND PERFORMANCE: Alternate 3 and 4 (Adding Solid Waste Collection for years 2 and 3)

A. Service Provided: To collect any and all solid waste accumulated at all residential and qualified non-residential structures within the Township on a weekly or other required basis during years 2 (2024) and 3 (2025) of the contract.

B. Automated Collection (Alternate 4) See Exhibit

V. 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

VI. 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.

VII. 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 1, 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.

VIII. 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.

IX. PUBLIC AWARENESS PROGRAM

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

X. 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.

XI. 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.

XII. 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 8th Day of November 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 1, 2023 and remain in full force for one (1) year to December 31, 2023.

Alternate 2

This Contract shall take effect on January 1, 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 AND ALTERNATE SOLID WASTE 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 Recycling Bid)

Residential Location

\$ _____

Alternate 2 (3 Year Recycling Bid)

2023 Price Per Year)

2024 Price Per Year

2025 Price Per Year

Residential Location

Residential Location

Residential Location

\$ _____

\$ _____

\$ _____

Alternate 3 (Curbside Recycling and Solid Waste Collection)

(Curbside Recycling only)

(Recycling and Solid Waste)

(Recycling and Solid Waste)

2023 Price Per Year)

2024 Price Per Year

2025 Price Per Year

Residential Location

Residential Location

Residential Location

\$ _____

\$ _____

\$ _____

Alternate 4 (1 year Curbside Recycling and 2 Year Automated Recycling & Solid Waste Collection)

(Curbside Recycling only)

**(Recycling and Automated
Solid Waste)**

**(Recycling and Automated
Solid Waste)**

2023 Price Per Year)

2024 Price Per Year

2025 Price Per Year

Residential Location

Residential Location

Residential Location

\$ _____

\$ _____

\$ _____

CHARTIERS TOWNSHIP
RECYCLING AND SOLID WASTE 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**

CHARTIERS TOWNSHIP
RECYCLING AND SOLID WASTE 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**

Exhibit A

Alternate 4: One (1) year Recycling and Two (2)year Automated Recycling and Solid Waste Collection

AUTOMATED COLLECTION SPECIFICATIONS (OPTION)

These requirements are for an automated collection option, possibly replacing the manual Collection, Removal & Disposal of Solid Waste. Moreover, while the Contractor shall have the ability to comply with the technology requirements, that may or may not be selected by the Township. If the Township selects and implements the technology requirements enumerated in this Section, the Township shall notify the Contractor if the technology requirements of this Section have been selected and are to be implemented at the appropriate time when it makes its Contract Award.

A. **Collection Service:**

By its design, Automated Collection involves the use of standardized Carts. The Contractor shall submit bids for the Collection, Removal and Disposal of Garbage, Rubbish and Residential Refuse, Recyclable items and Yard Waste as an alternative option.

The Contractor shall submit a Bid wherein the Contractor provides and pays for the Carts, which shall have universal compatibility with standard industry Cart tipping mechanisms, with the cost of the Carts being incorporated into the bid price. The Contractor shall assume one Cart for each Residential Unit for Garbage, Rubbish, and Residential Refuse and/or one Cart for each Residential Unit for Recyclables in its calculations. The Contractor shall base

its calculations on an approximate size of 95/96 gallon for a Garbage / Rubbish / Residential Refuse Cart, 64/65 gallon for a Recyclable Cart, 32-34/35 gallon for senior recycling option, and a standard color for the Cart body. Size variance owes to slight manufacturing differences and specifications will refer to sizes as 35 gal, 64 gal, 96 gal.

Yard Waste will be collected manually in the spring and fall months.

B. Collection Activities:

ChartiersTownship has approximately 4100 units.

C. Cart Design:

The specifications which follow describe the minimum acceptable features, standards and performance requirements for the Carts to be used if the Automated Collection method is selected.

1. The Carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G).
2. Each Cart shall be new and unused. The Carts shall be designed to contain bags of Garbage, Rubbish, and Residential Refuse, Yard Waste or co-mingled Recyclables generated at the Residential Unit. The Cart shall consist of a suitable body, wheels, axle, lift bars, handle, lids and necessary accessories and be of a general design so that it can be maneuvered, lifted and dumped by fully automated and semi-automatic mechanisms.

- 3. The Carts shall be manufactured by a rotational molded or injection molded processes.**

- 4. Base plastic resin must be first quality linear polyethylene or high-density polyethylene (HDPE) supplied by a national petrochemical producer. Off-spec material is not acceptable.**

- 5. All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate that is no less than 1.5% by weight, and which must be uniformly distributed throughout the finished Cart. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molded state using a hot-melt blending process.**

- 6. Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for “Type B/G” Carts. The Bidder must submit with its Bid independently certified copies of all ANSI test results.**

- 7. The Carts shall be capable of regularly receiving and dumping materials up to 330 lbs. for a 96-gallon Cart, 224 lbs. for a 64-gallon Cart and 122 lbs. for a 35-gallon Cart or equivalent weights for similar sized Carts, excluding the weight of the Carts. The load rating must conform with ANSI Standard Z245.30-2008. The Bidder must submit with its Bid a normal printed color sales brochure which shows the exact product being proposed and corresponding load ratings. The load rating in the sales literature must match the**

specifications and ANSI certifications submitted with the Bidder's Bid, and the load rating shall be permanently marked on the Cart.

8. The Carts must be manufactured to achieve a minimum resin weight of 17 pounds minimum for a 35-gallon Cart, 24 pounds minimum for a 64-gallon Cart and 30 pounds minimum for a 96-gallon Cart.

9. The carts must have a nominal wall thickness of 0.15" throughout the body of the cart, and a minimum wall thickness of 0.18" in the critical wear points (i.e., the Cart bottom, handle and lift mechanism.) The minimum wall thickness of the lid must be 0.14".

10. The upper rim of each Cart body must have a closed tubular design or be molded with a reinforced rim for maximum strength during Collection. The rim must also include a ledge or other built-in feature that creates a tight seal between the body and lid.

11. Each Cart must be equipped with a minimum of one handle with a minimum of 1" diameter. The handle(s) and handle mounts must be an integrally molded part of the Cart body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted- on handle mounts or bolted-on handles are unacceptable.

12. The lid shall be of one-piece construction and manufactured of the same material used in the Cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the Cart properly or becomes otherwise

unserviceable. The lid must be crowned in shape and designed to prevent the entry of rain when in the closed position. The lid must open from a closed position through a full 270-degree arc. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable.

13. The bottom of the Cart must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.

14. Wheels for the 35-gallon and 64-gallon Carts shall be a minimum of 10" diameter. Wheels for the 96-gallon Cart shall be a minimum of 12" diameter and 1.75" wide with rubber treads. All wheels must be capable of supporting a minimum of 200 pounds per wheel.

15. The axle for the 35-gallon Cart must be a minimum of 5/8" diameter. The axle for the 64-gallon and 96-gallon Carts shall be a minimum 3/4" diameter. All axles shall be zinc chromatic plated or powder coated equivalent, solid high strength steel, and two molded-in plastic journals in the Cart bottom and must not be exposed to the contents inside of the Cart. Each molded-in axle must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.

16. Each Cart shall be stable and self-balancing when in the upright position, either loaded or empty. The Cart must be designed to withstand winds averaging 25 mph when empty.

17. Each Cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully automated arm lifters. The

upper lift point must be integrally molded into the body of the Cart. All lower lift bars must be designed to withstand over ten (10) years of lifter attachments.

18. The color will be selected by the Township at the time of Contract Award from the standard colors available from the manufacturer. Surface treatments, painted or spray-on finishes that are not homogeneous are not acceptable.

19. The interior surface of each Cart must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the Cart could become trapped.

20. The Cart is available through the Pennsylvania COSTARS cooperative purchasing program and meets the minimum features, standards and performance requirements, including the ANSI standards, the Cart RFID and bar code integration mandated and the Cart warranty requirements is acceptable. If a Cart that differs from these Specifications or is not available through the Pennsylvania COSTARS program is being proposed, the Contractor must submit with its Bid a complete description and/or list of the differences from these Specifications. The Township reserves the right to reject any Cart that it deems unacceptable for its Automated Collection program.

D. Cart Markings:

1. Each Cart must have a serial number hot stamped in white on the body. Adhesive or sticker serial number bar codes are not acceptable. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be

in sequence beginning with a number designed by the Township. The Bidder shall maintain a file that identifies the date of manufacture by the serial number.

2. Instruction for the safe use of the Cart must be molded into each lid.
3. The load rating of the Cart must be raised-relief molded into the lid.

E. Cart RFID and Bar Code Integration:

1. Each Cart must be produced and shipped with a bar code and an Ultra High Frequency (UHF) RFID tag that have been pre-associated at the manufacturing facility. The UHF RFID shall be installed within the Cart body, preferably the handle, at the factory and have no exposure to the outside elements.
2. The bar code must contain an 8–9-digit serial number that has been branded on the front of the Cart. The serial number bar code must be the same number that is used to identify the Cart for warranty purposes. Adhesive or sticker RFID tags and /or bar codes are not acceptable. To avoid interference with the Cart contents/materials, RFID tags placed inside of the Cart are unacceptable.
3. It shall be the responsibility of the Cart Manufacturer to provide and maintain a data base for the Township which includes the association information. The data base must include each Cart's RFID tag, serial number, date of manufacture, Cart size and Cart type. The manufacturer shall maintain this data base for the life of the Contract and provide additional association information for future Cart purchases. The Township may at any time

request this information and the Bidder must provide the information within two (2) business days of the request.

4. The RFID inlay must be passive UHF and have an optional operating frequency of 860-960 MHz and have an operating temperature of -40 F to +149 F. The dry inlay must meet ISO/IEC 18000-6C and EPC global CIG2 protocol. The antenna dimensions must not exceed 3.741 in. x 0.302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat treated PET. The inlay must be sandwiched between a minimum of two-0.005” polyester material using a heavy duty and permanent adhesive.

5. The RFID tag must be tested at the manufacturing facility to ensure that it is working properly prior to shipment.

F. Cart Data Integration:

1. The Contractor is responsible for migrating manufacturing data directly from the Cart manufacturing facility to the asset management software that shall be provided by the Contractor to the Township. The data included in the specified file format from the manufacturer must include information on each individual Cart, including but not limited to, Cart size, color, type, serial number, RFID value, date of manufacture and plant of manufacture.

2. The Contractor must provide a complete asset tracking/inventory/work order system and data delivery program that seamlessly integrates with the FRID Data capture delivery systems provided by the Contractor for collection data reporting.

3. Collection data reporting may be required to be added to the Collection vehicle. In order to assist the Township with its decision concerning implementation of collection data reporting, the Contractor shall set forth in its Bid the cost of this hardware per Collection vehicle.

G. Cart Work Order Management and Reporting System:

1. As part of the Collection process and throughout the term of the Contract, the Contractor shall provide asset and work order management services via web-based software.

2. The software must be web based. Access to this software must be 24/7/365. The only elements required for this software is a web browser and live internet access. There must be customizable tiered levels of security access.

3. The software must manage the initial Cart delivery, any work orders generated and/or completed, and any additional information changes made during the term of Contract. The data will be monitored daily to ensure accuracy and consistency in reporting.

4. The software must have the ability to generate reports daily, weekly, or monthly based on Cart activity, such as inventory reports, maintenance reports, and any other requested by the Township. Reports should be able to be viewed in PDF format or downloaded in an Excel format.

5. The asset tracking software must have the ability to enter work orders, close out work orders, run work order reports, run inventory reports, access and enter data, adjust inventory, and run collection tracking reports.

H. Cart Assembly, Distribution and Tracking Services:

1. The Contractor shall be responsible for coordinating the delivery of Carts from the manufacturing plant, unloading loads of Carts, assembling necessary part, and distributing the Carts to homes throughout the Township. To accomplish this function, the Contractor must provide a qualified assembly and distribution staff. The Contractor shall submit a statement with its Bid identifying who will be undertaking the actual assembly and distribution of the Carts: the Contractor using its own employees or a subcontractor retained by the Contractor. If a subcontractor is being used, that subcontractor must be identified. The Contractor shall also provide supervisory level full-time employees of the Contractor to work directly with the Township to solve any problems resulting from distribution while distribution is in progress.

2. The Contractor shall be responsible for the unloading of all delivery trailers. Any damage to the Carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.

3. The Carts shall be assembled and placed at the curb in front of each Residential Unit no later than ten (10) calendar days prior to the inception of Automated Collection service. The Carts shall be issued to the Residential Unit according to the size indicated in the

schedule prepared by the Township/Hauler. Each Cart not assembled and delivered by the stipulated time will result in the imposition of liquidated damages in the amount of \$5.00 from escrow account.

4. Each Cart must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the Carts.

5. The Contractor will record the Cart serial number and RFID tag for each and every address where the Carts are delivered. The Contractor shall keep an electronic file of the address assignments of Carts by serial and RFID tag number and present it to the Township in an acceptable electronic format upon completion of the delivery. The Contractor cannot use the RFID tag as a means of associating a Cart to a specific address during the delivery process as accurate data capture is a vital component to the successful creation of the initial delivery database to implement automated RFID collection data tacking Verification of a specific Cart being associated to a specific address is required. Barcode technology for scanning an accurate asset to an address is one methodology that is acceptable. Manual written down serial numbers and Carts associated by RFID tags only for delivery purposes are not acceptable.

6. The Contractor shall provide an electronic tracking system where the Township can track the progress of Cart distribution services. The tracking system shall be web based and the Township shall be provided with access to reports detailing delivery of Carts by address each day. The reports shall be as real time as possible. A one (1) day lag in report data shall be acceptable. The reports shall detail addresses delivered with associated Cart size, serial number and if required, RFID tag number. The Contractor shall also provide a web-based

program where the Township can investigate specific Cart serial numbers and/or addresses upon request to see what Cart was delivered during rollout. Information must be made available in this system with 24 hours of delivery.

7. All distribution services shall start no earlier than 6AM and end no later than 8PM Monday – Saturday.

8. The Contractor shall immediately clean up and remove any materials dropped on the roadway or sidewalks during the process of assembly and distribution.

9. The Township shall be responsible for providing a staging area for the receipt and assembly of the Carts. The area shall be flat, paved, accessible by tractor trailer, have the space to accommodate a parked tractor trailer, and sufficient area to receive a second tractor trailer. In addition, the staging area shall also have sufficient work space for the assembly of the Carts in the immediate vicinity of the tractor trailers.

I. Cart Management, Maintenance and Repair:

1. The Contractor shall be responsible for managing the Cart program, to include maintenance and repair. The Contractor must have storage capacity sufficient to handle the inventory of Carts and Lids for this Contract prior to the initiation of service and also for replacement inventory during the term of the Contract. The Contractor shall monitor the storage area to ensure that sufficient inventory is always available for delivery and replacement and shall report the status of the inventory to the Township on a quarterly basis.

- 2. Cart maintenance will be the sole responsibility of the Contractor with each Cart being properly maintained and kept in working order. The Contractor will be responsible for both the repair of damaged Carts and their components, and replacement of Carts, if necessary, from the established inventory. If the Cart is covered under warranty, there shall be no charge for either the repair or replacement. If the Cart is not covered under warranty, the Contractor may invoice the resident for the repair and/or replacement if that replacement is made from the Contractor's own inventory.**
- 3. The Contractor shall repair all Carts at the Residential Unit and all Carts in need of repair shall be repaired with new parts. Plastic welding is not permitted.**
- 4. Cart service actions shall be completed with five (5) working days from the initial request date.**
- 5. The Contractor must use web-based asset and inventory tracking software that the Township can assess at any time.**
- 6. Each Cart action shall be tracked using the bar code and RFID tag in the Cart. The captured data from all Cart deliveries, exchanges, repairs or any Cart maintenance transactions must be electronically transferred into the web-based asset and inventory tracking software, which must be accessible to the Township any time.**
- 7. The Township may generate a service work order and submit it electronically to the Contractor for processing. The Contractor must be able to receive these work orders**

electronically into its web-based asset and inventory tracking system. Both the Contractor and the Township must have the ability to enter work orders online through this system.

8. Completion of work orders shall be documented using the Cart bar code and RFID tag, household address, date, and time the work is completed.

J. Cart Warranty:

1. The complete Cart and all of its sub-parts must be warranted 100% for a period of no less than ten (10) years from the date of installation at the Residential Unit. The warranty must specifically provide for no-charge replacement of any component parts which fail in materials or workmanship for the warranty period. The warranty must include and cover the following:

- a. Failure of the lid to prevent rain water from entering into the Cart when the lid is in a closed position.
- b. Damage to the Cart body, lid, or any components parts through opening or closing the lid.
- c. Failure of the lower lift bar from damage during interface with lifters.
- d. Failure of the body and lid to maintain their original shape.
- e. Damage or cracking of the Cart body through normal operating conditions.

- f. **Failure of the wheels to provide continuous, easy mobility, as originally designed.**
 - h. **Failure of any part to conform to the minimum standards as specified herein.**
2. **The Contractor shall submit with its Bid a specimen copy of the exact warranty that will be applicable to the Carts.**

K. Final Ownership:

At the end of the Contract term, all Carts and lids installed at Residential Units, provided by the Contractor, shall become property of the account holder.

L. Placement of Carts for Automated Collection:

- 1. **Garbage, Rubbish, Residential Refuse, Recyclable Items and/or Yard Waste shall be placed in Carts. The Contractor shall collect Carts placed as follows:**
 - a. **From Residential Units with level planting strips, in the planting strip or driveway within three (3) feet of the curb;**
 - b. **From Residential Units with sidewalks but not planting strips, on the owner's property, within three (3) feet of the sidewalk, if level;**
 - c. **When the foregoing locations slope at a grade making placement of a Cart difficult, the nearest reasonable level area; and**

d. If the Residential Unit has no sidewalk or planting strip and dense shrubbery or extraordinary circumstances preclude such a location, from a placement suitable to the Resident and convenient to the Contractor's equipment.

e. The front of the Cart shall face the street. The Cart shall be placed at least five (5) feet from a mailbox or any other permanent standard such as a decorative light pole and at least two (2) feet from a bag, vehicle, tree, shrub or other Cart.

M. Pick-Up Truck Collection:

In those locations where these specifications mandate that the Contractor provide Collection by use of a pick-up truck or smaller Collection vehicle, as appropriate, to provide the required service, and those locations that do not permit Automated Collection, the Contractor shall retain the Collection service by use of a pick-up truck or smaller Collection vehicle, as appropriate, to provide that required service.

N. Excess Garbage, Rubbish, Residential Refuse or Recyclables:

1. The Contractor is not responsible for collecting Carts weighing in excess of the automated cart tipper's manufacturer's recommended maximum capacity. Such overweight Carts shall be left behind with proper notification by the driver. In addition, Garbage, Rubbish, Residential Refuse, Recyclables or Yard Waste piled excessively above the rim of the Cart, which may spill while tipping, shall be left behind with proper notification by the driver. If the Cart is overweight or piled excessively above the rim to that the lid will not

close securely on the Cart and will create spillage upon Collection, the Contractor's employee shall affix one part of a sequentially numbered adhesive carbonless non-Collection notice to such Cart containing overweight or excess Garbage, Rubbish, Residential Refuse, Recyclables or yard Waste. The notice, which shall be approved by the Township, shall explain why the Cart was rejected and instruct the resident how to contact the Contractor for instructions as to how to correct the problem and to arrange for Collection. The Contractor shall retain the other part of the carbonless notice. Failure to leave the required notice may be deemed by the Manager, and/or his authorized agent, as a missed Collection.

2. Residents that have been given notice of overweight or excess Garbage, Rubbish, Residential Refuse, Recyclables or Yard Waste shall be placed on an Exception List. The Contractor shall transcribe this information on a daily basis into a format approved by the Township or such other format as subsequently agreed to by mutual agreement. The information shall include the address and reason for each rejection. The information shall be transmitted to the Township on a daily basis. Failure of the Contractor to provide this information daily may result in the imposition of a \$25.00 penalty from escrow for each Residential Unit not identified.

3 Residents may place for Collection if needed, multiple Carts for any component of Solid Waste, i.e., more than one Cart for Garbage, Rubbish and Residential Refuse, more than one Cart for Recyclables, and/or more than one Cart for Yard Waste, and any such multiple Cart placements shall be collected, removed, and disposed of as part of the normal Collection. The Township will monitor and determine, in its sole discretion, the need for multiple Carts at a Residential Unit.

4. The Contractor shall continue to collect Bulky Waste. There shall be no extra charge for this Collection.

O. Collection Equipment:

Since Automated Collection is only a different method of collecting Garbage, Rubbish, Residential Refuse and Recyclable Items, the requirements and submissions required with the Contractor's Bid must be made for Automated Collection equipment if the Township selects the Automated Collection method for Garbage, Rubbish, Residential Refuse, Recyclable Items and/or Yard Waste. Failure to have any or all of the equipment in place by the inception of Automatic Collection service will result in the imposition of liquidation damages in the amount of \$300.00 per day.

P. Cart Exchange:

A Resident shall not be permitted to exchange a Cart for a different size within the first sixty (60) calendar days from date of delivery of the Cart to the Residential Unit. After that time but no more than twelve (12) months from the date of delivery the Resident shall be permitted to exchange the Cart for a different size without cost; after twelve (12) months, the Resident will pay a fee of \$10.00 to the Contractor to exchange a Cart. If the Resident requests the exchange of a Cart for a different size, that exchange shall be made within five (5) working days of the Contractor's receipt of the request if the request is made within the first twelve (12) months as described above, or within five (5) working days after the Contractor receives the fee for the exchange if the request is made more than twelve (12)

months from date of delivery. The Resident may make the request by telephone, fax, mail or email.