

***Borough of Canonsburg***

**SPECIFICATIONS FOR COLLECTION, HAULING, AND DISPOSAL OF GARBAGE,  
RUBBISH, BULK WASTE AND RECYCLABLES**

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# **REQUEST FOR BIDS**

# ***Borough of Canonsburg***

## **Request for Bids Notice to Garbage and Rubbish Contractors**

Sealed bids will be received for the Hauling and Disposal of Garbage, Rubbish, Bulk Waste, and Recyclables from residential units in The Borough of Canonsburg. Multifamily apartments and commercial business may elect to subscribe, but are not required to subscribe, to the service under this contract. The Borough estimates that there are approximately 3,450 single family units.

Notice is hereby given that specifications and proposal forms are available from 9AM to 4 PM, weekdays at the Canonsburg Borough Municipal Building located at 68 Pike Street, Canonsburg, Pa 15317. The Borough will furnish copies of the bid specifications and forms to prospective proponents upon payment of a \$25 fee.

Bids will be received at the Borough of Canonsburg Municipal Building until 4 PM prevailing time on Aug. 29, 2008. Bids will be opened at a public meeting on September 2, 2008 at 7:00PM in the Canonsburg Municipal Building.

The Borough reserves the right to reject any and all bids in whole or in part and waive any informalities. Each bid shall remain firm for a period of ninety (90) days.

Bids must be accompanied by a Bid Bond or a Certified Check made payable without conditions, in the name Borough of Canonsburg in the amount no less than ten percent (10%) of the first annual contract amount.

All bids must be sealed, identified with the name and address of the bidder and clearly marked in the lower left corner of the envelope, "Bid for Garbage and Refuse Service."

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Terry Hazlett  
Borough Manager  
Borough of Canonsburg

# **Instructions to bidders**

## **INSTRUCTIONS TO BIDDERS**

1. The Borough invites all garbage and rubbish contractors that are capable of providing the necessary equipment, personnel and service as described in the following specifications to bid on this contract.
2. All bids must be submitted on proposal forms furnished by the Borough and all spaces pertaining to each bid must be completed by the bidder using indelible ink or typewriter. Bids must be placed in a sealed envelope addressed to the Borough of Canonsburg and identified with the bidder's business name and address. The lower left hand portion of the front of the bidder's envelope must be clearly marked "Bid for Garbage, Refuse and Recycling Service. The Borough reserves the right to reject any bid if the evidence submitted by such bidder fails to satisfy the Borough that such bidder is properly qualified to carry out the obligations of the contract and to complete the work as specified herein.
3. All bids submitted must comply with the applicable state, county, and local laws, regulations and ordinances.
4. All bids must be accompanied by a ten percent (10%) Bid Bond or Certified Check, in the name of the borough.
5. Bids will be publicly opened and tabulated at Canonsburg Municipal Building at 7 PM on September 2, 2008. No bid received after 4 PM. on August 29, 2008 shall be accepted by the Borough. Each bid shall remain in effect for a ninety (90) day period from the date opened. Pending review, evaluation and investigation of the bids, the Borough expect to award a contract to the successful bidder at a subsequent public meeting within the aforementioned ninety (90) day period, after a determination of feasibility by the Borough. The Borough reserves the right to waive any informalities and to reject any and all bids and any portion thereof.
6. Erasures or other changes in bids must be explained or noted over the bidder's signature.
7. Basis of Award: See General Specifications Section 41.
8. The Borough estimates that there are currently 3,450 plus/minus residential units to be served in the Borough. No assertions as to its accuracy can be made by the Borough.
10. Questions regarding the advertisement, instructions to bidders or specifications shall be directed to Terry Hazlett, Borough Manager
11. Addendum to the specifications shall be sent to all bidders that pick up a specification package from the Borough and register their correct name and address with the Borough.
12. The contractor shall collect, haul and dispose of all garbage, rubbish and bulky waste as defined in these specifications from all residential units throughout the Borough. The contractor shall also collect, haul, and market for reuse recyclable materials from all residential units throughout the Borough. Multi-family apartments of six or more units and small commercial businesses may elect to subscribe, but are not required to subscribe, to service under this contract.

# **PROPOSAL FORM**

**PROPOSAL FORM**

**FOR THE COLLECTION, HAULING, AND DISPOSAL OF  
GARBAGE, RUBBISH, BULK WASTE AND RECYCLABLES**

Gentlemen:

(I) (We) \_\_\_\_\_  
 having examined all the specifications and related contract requirements outlined in the documents for collection, hauling and disposal of all garbage, rubbish, bulky waste and recyclables associated with residential dwelling units in the Borough and having examined the roads and streets to be traversed in the Borough in performing the services described in the aforementioned specifications do hereby submit our bid for the services at the following contract rates:  
 The Borough seeks a price quote for three (3) successive years commencing January 1, 2009, and with two optional years. The Borough shall pay the Contractor monthly, based on the number of EQUIVALENT REFUSE UNITS (customers weeks divided by four (4), multiplied by the unit price per month). The Borough's records will be available for review by the Contractor upon request. Contractor provides collection of refuse and recyclables as per bid specifications at a per unit charge of for RESIDENTIAL UNITS (Service under this contract is mandatory):

**Unlimited Waste and Unlimited By-weekly Recyclable**

<b>Garbage, Rubbish, Bulky Waste (weekly) PLUS Recyclables inc. newspapers (bi-weekly) PLUS Leaf Collection (once per year)</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<i>Option Years</i>	
				<i>Year 4</i>	<i>Year 5</i>
Cost per unit per month					
Cost per unit per year:					

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title/Office in Company

\_\_\_\_\_  
Telephone Number

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**EQUIPMENT AND EXPERIENCE QUESTIONNAIRE**

In accordance with the specifications, each bidder shall answer the following questions. Failure to answer all questions may result in a disqualification of bid. Include attachments where applicable.

1. Number of refuse collection vehicles presently owned by your organization  
\_\_\_\_\_
  
2.
  - A. Name of insurance carrier \_\_\_\_\_
  - B. Amount of insurance on each vehicle \_\_\_\_\_
  - C. Name of body manufacturer \_\_\_\_\_
  - D. Capacity \_\_\_\_\_
  - E. Year manufactured \_\_\_\_\_
  - F. Years of actual service \_\_\_\_\_
  - G. Present condition \_\_\_\_\_
  - H. Type of body \_\_\_\_\_  
License Number of each vehicle, Proof of Licensing \_\_\_\_\_  
\_\_\_\_\_
  - I. Method of cleaning vehicles \_\_\_\_\_
  - J. Will employees be uniformed? Yes: \_\_\_\_\_ No: \_\_\_\_\_
  - K. Office available to administer and receive calls relative to rubbish removal.  
Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Hours: \_\_\_\_\_
  
3.
  - A. Will new collection vehicles be purchased for the Contract? \_\_\_\_\_  
If so, provide the following information
  - B. Type of body \_\_\_\_\_
  - C. Capacity \_\_\_\_\_
  
4.
  - A. Location of the sanitary landfill owned by or available to your organization.  
Provide copy of DER permit and list date of expiration  
\_\_\_\_\_  
Approved by the State in which Landfill is Located. Yes: \_\_\_\_\_ No: \_\_\_\_\_
  - B. Approved and licensed by Host Borough \_\_\_\_\_
  - C. Total number of acres \_\_\_\_\_
  - D. Number of years operating \_\_\_\_\_

E. Total number of unfilled acres \_\_\_\_\_

F. Estimated duration of landfill  
\_\_\_\_\_

G. Type of cover material \_\_\_\_\_

H. Number and type of equipment used at the landfill \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I. Type of refuse accepted \_\_\_\_\_

J. Serves what municipalities \_\_\_\_\_.

K. Do you have a limit on tonnage of disposal? \_\_\_\_\_ Yes \_\_\_\_\_ No.  
If Yes, how much? \_\_\_\_\_

5. A. How many years experience as contractor has your organization had \_\_\_\_\_?

B. In what municipalities or for what major clients \_\_\_\_\_

6. If a corporation, state:

A. Date when organized \_\_\_\_\_

B. Under the laws of what state organized \_\_\_\_\_

C. What is the current liquidity ratio for the corporation (current assets/current liabilities)? \_\_\_\_\_

D. Names of Officers \_\_\_\_\_

\_\_\_\_\_

7. From what municipalities in Washington County have you had collection contracts which required removal and disposal of garbage, ashes, and refuse? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Have you failed at any time to complete a contract? If so, with what municipality and state circumstances \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Have any of your partners, or any officers of your corporation failed to complete a contract? \_\_\_\_\_

If so, state the name of the individual, Borough and give reason therefore \_\_\_\_\_

\_\_\_\_\_

10. Did your organization, or any member of it, when lowest bidder on a municipal contract, withdraw your or his bid? \_\_\_\_\_

11. Have any liens of any kind been filed against any of your contracts? \_\_\_\_\_  
Give details \_\_\_\_\_

\_\_\_\_\_

12. Give the name, address and telephone number of the surety (bonding) company which agrees to furnish you with a Performance Bond as set forth in the advertisement and specifications for work \_\_\_\_\_

\_\_\_\_\_

13. Are there any unsatisfied judgments recorded against you, your partnership (or any member of it) or against your corporation? \_\_\_\_\_

\_\_\_\_\_

If so, give the name and address of each judgment \_\_\_\_\_

\_\_\_\_\_

# **NON-COLLUSION AFFIDAVIT**

# GARBAGE AND RUBBISH SERVICE

## NON-COLLUSION AFFIDAVIT

Contract/Bid No. \_\_\_\_\_

State of \_\_\_\_\_:

County of \_\_\_\_\_:

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price/s and the amount of this bid.

I state that:

1. The price/s and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price/s nor the amount of this bid and neither the approximate price/s nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract or to submit a bid, higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non competitive bid.

5. \_\_\_\_\_, its affiliates, subsidiaries,  
(Name of Firm)  
officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

**GARBAGE AND RUBBISH SERVICE**

**NON-COLLUSION AFFIDAVIT**

I state that \_\_\_\_\_ understands and  
(Name of Firm)  
acknowledges that the above representations are material and important, and will be relied on by the Borough in awarding the contract/s for which this bid is submitted. I understand, and my firm understands, that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Borough of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
Name and Company Position

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2008

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# **CONTRACT**

# CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between the Borough of Canonsburg, a municipal Corporation of Washington County, Commonwealth of Pennsylvania, (hereinafter called the 'Borough', and \_\_\_\_\_ (hereinafter called the "Contractor")

## WITNESSETH:

WHEREAS, the Contractor did on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 submit a proposal to provide Solid Waste and Recycling Collection and within the Borough of Canonsburg and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the Parties hereto as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Borough and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide Residential Solid Waste and Recycling Collection and Disposal Services as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
  - a. The Request for Bids
  - b. The Instructions to Bidders
  - c. The Contractor's Proposal
  - d. The Performance Bond, Insurance Certificate, and Non-Collusion Affidavit
  - e. This instrument
  - f. The General Specifications
  - g. Any addendum or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents 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 consent shall not be unreasonably 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.
4. This Contract is entered into subject to the following conditions:
  - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
  - b. Neither the Contractor nor the Borough shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, Act of God or other similar or different contingency beyond the reasonable control of the Contractor.
  - c. In the event that any provision or portion thereof any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or

unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability or any other provision or portion of the Contract Documents.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at \_\_\_\_\_ as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BOROUGH OF CANONSBURG

\_\_\_\_\_  
President of Borough Council

\_\_\_\_\_  
Borough Manager

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **PERFORMANCE BOND**

**PERFORMANCE BOND**

KNOWALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_  
(hereinafter called "Principal"), as Principal and \_\_\_\_\_ a corporation  
organized and existing under the laws of the Commonwealth of Pennsylvania and authorized to  
transact business in the Commonwealth of Pennsylvania (hereinafter called "Surety"), as Surety, are  
held firmly bound unto \_\_\_\_\_ (hereinafter  
called "Obligee") as Obligee, in the penal sum of \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_), good and lawful money of the United States of America, for the  
payment of which, well and truly to be made, we bind ourselves our heirs, administrators,  
executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 2008 for Solid Waste and Recycling Collection and  
Disposal, which Contract is hereby referred to and made part hereof as fully and to the same  
extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the  
Principal shall faithfully perform the Contract on his part, free and clear of all liens arising out  
of claims for labor and materials entering into the performance of the Contract and indemnify  
and save harmless the Obligee from all loss, cost or damage that he may suffer by reason of the  
failure so to do, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceeding shall be had or maintained against  
Surety on this bond unless the same be brought or instituted within one (1) year after the date of  
completion or default by Principal. Written notice to Principal and Surety must be given within  
thirty (30) days after the occurrence of an alleged default or failure to perform.

SIGNED AND SEALED this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
\_\_\_\_\_

## **DEFINITIONS**

## DEFINITIONS

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## DEFINITIONS

1. ALUMINUM CANS shall mean all empty aluminum beverage and food containers.
2. ACT 101 the Municipal Waste Planning, Recycling and Waste Reduction Act of 1988.
3. Backyard Collection Service shall be a location at which the Contractor must walk or drive beyond the curbside to retrieve refuse for collection.
4. BAGS shall mean plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top with a capacity not to exceed 30 gallons and a total weight of a bag and its contents shall not exceed 35 lbs.
5. BI-METALLIC CANS shall mean empty food and beverage containers consisting of ferrous sides and bottom and an aluminum top.
6. BUNDLE – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length or 35 lbs. in weight.
7. BULKY WASTE shall mean large household appliances such as stoves, refrigerators (tagged freon-free), television sets, washing machines, furniture and furnishings, and plumbing fixtures. It shall not mean construction debris, dead animals, hazardous waste or unstable matter with weights and volumes greater than those allowed for containers.
8. CART shall mean a 38, 64 or 96-gallon plastic container, provided by the Borough or Contractor, equipped with wheels, handles and a tight-fitting cover. Carts are capable of being mechanically unloaded into the Contractor's collection vehicles. The term Cart and wheeled container shall be considered interchangeable. Such Cart shall be rodent and insect proof and shall be kept in a sanitary condition at all times. Cart weights, when full, shall not exceed 60 pounds for each 32 gallons of nominal capacity.
9. CHRISTMAS TREES shall refer to any evergreen trees, Christmas wreaths, Christmas decorations, or items which can reasonably be interpreted as such.
10. COLLECTOR any entity or entities permitted by the Borough to collect and convey both refuse and/or recyclable materials for compensation, within the limits of the Borough.
11. COMMERCIAL ESTABLISHMENTS shall mean those properties used primarily for commercial, multi-family apartments of more than two units or industrial purposes.
12. COMMUNITY ACTIVITIES shall mean events sponsored in whole or in part by a municipality, or conducted within a municipality and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events that will be attended by 200 or more individuals per day.
13. CONSTRUCTION WASTE shall mean lumber, roofing material, sheathing, rubble, broken concrete, plaster and brick, conduit, pipe, wire, insulation and similar material which results from a construction, demolition or remodeling process.

14. CONTAINER shall mean a receptacle with a capacity greater than 10 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 60 pounds.
15. CONTRACT DOCUMENTS shall mean the request for proposals, instructions to bidders, contractor's proposals, general specifications, the contract performance bond and any addenda or changes to the foregoing documents agreed to by the individual municipalities and the Contractor.
16. CONTRACT YEAR shall mean the initial contract year beginning with the award of the bid to the successful bidder and terminating twelve (12) months later. Succeeding contract years run for twelve (12) consecutive months each.
17. CONTRACTOR shall mean the person, persons, firm or corporation determined to be the low responsible bidder to whom a contract to collect, haul, and dispose of garbage, rubbish, bulky waste, and recyclable materials for single family residential dwelling units in Borough.
18. CORRUGATED PAPER shall mean that material consisting of two or more pieces of kraft liner separated by corrugated (fluted) liner board. Excluded are materials without a corrugated interliner, and those materials with a corrugated liner made from rice or other non-wood-based materials.
19. COUNCIL shall mean the Borough Council of The Borough of Canonsburg.
20. COUNTY shall mean either the County of Washington and its regulatory agencies.
21. CURBSIDE COLLECTION shall mean items placed at the curb or at a point not more than five (5') feet from the back of the curb and clearly visible to the Contractor. With the exception of handicapped provisions, items more than five (5') feet back from the curb are not included in the contract nor are items within the five (5') foot area that are hidden or otherwise obstructed from view of the Contractor. In areas where there is no curb, this definition refers to the edge of the traveled roadway so long as the placement of items does not impede vehicular or pedestrian traffic or create hazards to vehicles or persons traveling in this area.
22. CUSTOMER WEEK shall mean one fourth of any month, during which a customer has received service. Example: one (1) full month of refuse service for on (1) customer equals four (4) customer weeks (e.g. a year includes 48 customer weeks).
23. DEAD ANIMALS shall mean animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.
24. DISPOSAL SITE shall mean a refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive garbage, refuse, bulky waste and dead animals for processing or final disposal.

25. DWELLING UNIT shall mean any room or group of rooms located within a building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating by one family.
26. EQUIVALENT REFUSE UNIT (ERU) shall mean the refuse collected from one residential or non-residential unit during a month (one (1) month equals four (4) customer weeks).
27. FERROUS CANS shall mean empty steel or tin food or beverage containers, paint cans.
28. GARBAGE shall mean all refuse and animal and vegetable matter which was used for human consumption, every accumulation of waste, (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter which is likely to attract flies or rodents. It shall also include excess fruit from trees on residential property but not from trees on farms and/or orchards. Excluding items designated for recycling, the term "garbage" shall mean "dead animals", as described in Definition 21, and mixed and waste fragments resulting from the use and occupancy of the premises, including but not limited to rags, paper and packaging materials, non-recyclable glass and bottles, crockery, leather, rubber, non-recyclable newspaper, tin cans and plastics and other general small household refuse. It shall not include "leaf waste, bulky waste, construction waste". "Garbage" must be set out by residents in "containers" or "bags" not more than twenty-four (24) hours prior to their expected collection time by the Contractor.
29. GLASS CONTAINERS shall mean bottles and jars made of clear, green and brown glass. For recycling purposes, it expressly excludes non-container glass, plate glass, blue glass and porcelain or ceramic products.
30. HAZARDOUS WASTE shall mean waste which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or the Pennsylvania Department of Environmental Protection by or pursuant to Federal or State law. For purposes of this Contract the term "Hazardous Waste" shall include motor oil and lead acid vehicle batteries.
31. HOPPER shall mean a portable bin capable of being emptied by truck mounted equipment; dumpster or similar units specifically referenced under commercial and industrial pick-up.
32. INDUSTRIAL AND COMMERCIAL WASTE shall mean any material or substance which is a waste by-product of the industrial or commercial process and shall include packaging materials and equipment used in the delivery or shipment of goods to or from the industrial or commercial site.
33. INSTITUTIONAL ESTABLISHMENT shall mean facilities that house or serve groups of people, e.g. , hospitals, schools, nursing homes.
34. LEAD ACID BATTERIES includes, but is not limited to, automotive, truck and industrial batteries that contain lead.
35. LEAF WASTE shall mean leaves, but not including grass clippings.
36. MULTIFAMILY RENTAL PROPERTIES any properties having more than one (1) dwelling unit per structure for which the owner, landlord, or agent authorizes municipal waste collection services. Properties with more than one (1) unit per structure for which individual occupants

authorize their own waste collection services, are for the purpose of this contract, to be considered as single family residences.

37. MUNICIPAL ESTABLISHMENTS shall mean public facilities operated by the Borough and other government and quasi governmental authorities, including Borough parks.
38. BOROUGH shall mean the Borough of Canonsburg, a First Class Borough community located in Washington County, Commonwealth of Pennsylvania.
39. MUNICIPAL WASTE shall mean any garbage, refuse, industrial, lunchroom, or other material, including solid, liquid, semisolid or contained gaseous materials, resulting from the operation of residential, municipal, commercial or institutional establishments or from community activities and any sludge from the municipal, commercial, or institutional water supply treatment plant, waste water treatment plant or air pollution control facility not meeting the definition of “residual waste” or “hazardous waste” in the Solid Waste Management Act. The term does not include source-separated recyclable materials.
40. NEWSPAPERS shall mean paper of the type commonly referred to as newsprint and distributed, at fixed intervals, having printed thereon news and opinions, containing advertisements and other matters of public interest. For recycling purposes, this expressly excludes newspapers which have been soiled.
41. PERSON shall mean any natural person, association, partnership, firm or corporation.
42. PLASTIC CONTAINERS shall mean post-consumer plastics such as polyethylene terephthalate, high density polyethylene and polypropylene. Due to the large variety of types of plastics, the Borough’s recycling regulations shall stipulate the specific condition and type of plastic which may be recycled.
43. PRIVATELY OWNED HOPPER shall mean refuse containers which are designed to be mechanically tipped into compactor trucks and which are privately owned and being used in conjunction with the contracted refuse service for the Borough.
44. RECYCLABLE MATERIALS/RECYCLABLES shall mean those materials specified by the Borough to be recycled. The list of materials and frequency of collection shall be in accordance with the Borough regulations authorized by ordinance which are attached to these specifications and may be revised from time to time as deemed necessary by the Borough and the Contractor.
45. RECYCLING shall mean the separation, collection, processing, recovery, and resale or reuse of metals, glass, paper, plastics and other materials which would otherwise be disposed of as solid waste as determined by the State of Pennsylvania.
46. RESIDENCES shall mean any occupied single or multifamily dwellings for which individual occupants authorize their own waste collection service.
47. RUBBISH shall mean rags, broken glass, crockery, containers for non-edible products used in the home, paper, grass cuttings, and household refuse generally, but excluding bulky waste, hazardous waste, and construction debris.
48. RESIDENTIAL UNIT shall mean all single family dwelling units, duplexes, condominiums and multi-family residential dwellings with two units or less.

49. CURBSIDE RECEPTACLE shall mean an enclosed container at the curb to hold the bags for garbage pick-up.
50. TOWNHOUSE shall mean single family residences that share a common wall, and authorize their own refuse collection.
51. WASTE shall mean material whose original purpose has been completed and which is directed to a disposal or processing facility or is otherwise disposed. The term does not include source-separated recyclable materials or material approved by the Pennsylvania Department of Environmental Protection for beneficial use.

# **GENERAL SPECIFICATIONS**

## **GENERAL SPECIFICATIONS**

### **1. GENERAL INTENT AND PURPOSE:**

The general intent and purpose of the Borough of Canonsburg is to have a comprehensive collection system for all types of refuse. Regardless of Contract Options, there will be a WEEKLY collection, removal from the curb and final disposal of garbage and rubbish, as described more fully hereinafter. Attention is called to special requirements listed hereafter for the handling of the “MUNICIPAL TRASH CANS”, “PARK RUBBISH”, and “CHRISTMAS TREES”.

Also included will be BIWEEKLY collection, removal, storage and marketing of recyclables for the Borough of Canonsburg.

### **2. GARBAGE AND RUBBISH COLLECTION – DEFINITIONS, TERMS AND CONDITIONS APPLING TO ALL ALTERNATIVES :**

- (a) The term “Curb Pickup” shall refer to items placed at the curb or at a point no further than five (5’) feet from the back of curb. Pickup of items placed more than five (5’) feet from back of the curb shall not be included in this Contract.
- (b) In areas where there are no curbs, the term ‘Curb Pickup’ shall refer to items placed no further than five (5’) feet from the edge of the traveled roadway.
- (c) In areas where there are paved alleys accessible to collection vehicles, “Curb Pickup” shall mean collection of garbage and rubbish from the alley rather than from the street. Items shall be placed no more than five (5’) feet from the edge or the traveled alley roadway.
- (d) The contractor shall be responsible for the pick-up of bulky items, including but not limited to, childrens’ swing sets and similar play items, furnace pipes, carpets, rugs and padding, etc 48” in length or less. Also washers, dryers, stoves, water heaters, furniture, trunks refrigerators (if the freon is removed by a certified technician and labeled as such) and other appliances. The cost for such pick-up shall be incorporated into the collection cost; no additional charges may be levied against the resident.
- (e) Once each week the Contractor shall collect, remove and dispose of garbage, rubbish and household refuse from the curb at all residences in accordance to the selected alternative. Additional items will be collected at the curb if placed according to the conditions stated below and may be placed in trash cans or disposable containers.
  - (1) All refuse, animal and vegetable matter which has been used for human food; all refuse and animal and vegetable matter which was intended to be used;

condemned foods; offal; plus excess fruit from trees on residential property, not from trees on farms or in orchards.

- (2) All dead animals or parts thereof, except dead horses and cows not intended for human food.
- (3) All rags, broken glass, and crockery,
- (4) Hedge cuttings, limbs and branches from trees, not exceeding three (3) inches in diameter and only if securely tied in bundles not exceeding forty-eight (48") inches in length.
- (5) Grass, weeds and yard waste not specifically limited in Section 8

(f) The Contractor shall responsible for:

- (1) Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract;
- (2) All actions and activities of its subcontractors;
- (3) Supplying all records and information required by this Contract;
- (4) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by Borough ordinance);
- (5) Paying all applicable taxes;
- (6) Complying with applicable laws and regulations, and
- (7) Performing all work in a timely, thorough and professional manner.
- (8) Disposing of Garbage collected by the Contractor from the Structures specified by the Borough at a facility designated in the Washington County Municipal Solid Waste Management Plan
- (9) Processing and Marketing Recyclables collected by the Contractor from the Structure's specified by the Borough
- (10) Processing into a marketable product Yard Waste collected by the Contractor from the structures specified by the Borough
- (11) All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.

### 3. REQUIREMENTS AND SERVICES TO BE PROVIDED

(a) PUBLIC PLACES REMOVAL:

- (1) The Contractor shall provide containers and collect, remove, and dispose of all garbage, rubbish, and recyclables from all Borough facilities located throughout the Borough. The size of containers and frequency of collection listed below are to be mutually agreed upon between Borough Manager and Contractor.

#### Borough of Canonsburg

- A. Municipal Building –
- B. Canonsburg Public Works Garage -
- C. Canonsburg Volunteer Fire Department –

- D. Town Park – 8 months a year
- E. Right of Way Containers

Containers shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for container size. The Borough may request the Contractor to place locks on these containers.

The Contractor is responsible for removing graffiti from its containers. Collection drivers shall regularly note containers containing graffiti. Contractor personnel shall then remove reported graffiti. The Contractor shall remove any graffiti reported by the Borough within five (15) business days of notification.

**(b) LEAF COLLECTION**

(1) The Borough will require the Contractor to collect leaves at the curb and transport them to an approved composting facility designated by the Borough. The Borough reserves the right to re-designate the location at any time with 90 days notice – to a location within 20 miles of the Borough’s Municipal office. Such collection is above and beyond and collection limits per household.

- A. The program is designed for homeowners to bag leaves in a specially designed bio-degradable, heavy-duty paper bag and/or plastic bags. The Contractor will collect bags at curbside, deliver to and unload them at the designated composting facility.
- B. The Contractor shall collect leaves one day during November. Each dwelling unit shall receive collection on these dates for each consecutive year for the duration of the contract.
- C. The Contractor shall not be required to collect any leaves not contained in the approved Municipal bag nor leaves from commercial, institutional, industrial or multi-family residential properties of more than (6) units.

**(c) CHRISTMAS TREES:**

(1) The Contractor shall collect, remove, dispose of all “Christmas trees” placed at the curb beginning January 02, up to and including January 31, of each year.

4. The Contractor shall provide **WEEKLY** collection, removal from the curb and final disposal of unlimited garbage and rubbish of all single-family homes, and multi family dwellings of six units or less in the Borough. Also included will be **BIWEEKLY** collection, removal, storage and marketing of unlimited recyclables for the Borough of Canonsburg. Residents shall utilize their own containers and/or trash cans for refuse collection. The term “Trash Can” shall refer to a container designed and made specifically for the purpose of storing garbage. It may be constructed of either metal or plastic. It shall be watertight, covered, and no larger in size than thirty-five (35) gallons. Residents must utilize the recycling container provided by the Borough and/or a recycling container acceptable to the Borough. All recycling containers are provided by the Borough which are currently 20 gallon plastic containers. It should be noted that the

Contractor will be responsible for the collection of bulk items and/or other special collections as noted in these bid specifications.

5. ITEMS NOT INCLUDED AND WILL NOT BE PICKED UP:

- (a) Stones, rocks and broken concrete.
- (b) Refuse caused by repairs, alterations, remodeling, demolition and/or construction of buildings and other structures.
- (c) Ashes from heating plants, furnaces and stoves.
- (d) Automobile parts, such as but not limited to fenders, frames or parts of frames, axles, engine parts, wheels, tires etc.
- (e) Bushes, shrubs, or other vegetation with earth or soil attached to the root system.
- (f) Lead-acid batteries.

6. RECYCLABLES COLLECTION:

The Contractor shall remove, store, and market for resale or reuse, materials specified by Borough regulation to be recycled from single family residences within the Borough. The collection for the recyclables shall be on a **BIWEEKLY** basis and collected on the same day as the weekly collection of garbage, rubbish and bulky waste so as not to confuse residents as to the days for pickup. All recyclables (except as specifically noted) shall be placed at the curb in bins designated.

- (a) All recyclables are permitted to be commingled except newspaper.
- (b) The vehicles used in the collection of these recyclables shall not be used in the collection of garbage or rubbish so as to misrepresent to the public the end use of these materials, unless such vehicles clearly are designed and manufactured for simultaneous collection of both refuse and recyclables.
- (c) The Borough will cooperate with the Contractor in educating the residents of the Borough as to the benefits of recycling.
- (d) The Contractor must provide in his proposal a description of the collection service proposed for the Borough and if there is a separate cost for handling recyclables, must list it as such in their proposal.
- (e) The bid proposal for the collection of recyclables shall provide for:

1.) The following materials will be included for pick-up:

- A. Metal Containers – aluminum, bi-metal, ferrous, tin and steel cans
- B. Glass – Clear, Brown and Green
- C. Plastic – Types 1,2,3,4 and 5, soda bottles, food bottles and milk containers
- D. Newspaper – Regular standard newspaper

- E. Corrugated Cardboard – cut/broken down into three (3) foot lengths.

7. SCHEDULES:

Schedules showing the dates on which collections will be made from specific residences, must be submitted to the Borough for approval so that the Contractor will collect continuously in the Borough throughout the term of the contract.

Completed schedules must be submitted to the Borough no later than thirty (30) days prior to the beginning of the contract year. In the event that a schedule must be changed during the contract year to maintain efficiency, then the contractor must notify the affected residents sixty (60) days in advance. The Contractor is required to schedule the appropriate equipment to service all residences in the Borough.

The weekly collection is to be completed within one day.

11. RESIDENTIAL COLLECTION UNITS:

The Contract is based on servicing existing single-family residential units, 2-family dwellings and condominium units within the Borough. The Borough estimates, for the purposes of this contract, that there are approximately 3,450. It is the responsibility of the Contractor in preparing the route schedule to determine the exact number of units to be serviced. The Borough agrees to provide whatever assistance possible by supplying computer printouts of its records to determine the final count on a quarterly basis.

New residential units, covered by the scope of this agreement, will be serviced by the Contractor at the rate in effect at that time. The Borough will supply the Contractor with notification where additional residential units come on line. The annual per unit charge will be pro-rated to a monthly charge for new residents.

12. HOLIDAY COLLECTIONS:

The Contractor shall not provide collection services on legal holidays including New Year's Day, Memorial Day, and July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday. The Borough will consider exceptions to the Christmas schedule when the holiday falls on a weekend.

13. REFUSAL TO COLLECT AND EXCEPT LIST (EL):

The Contractor will place a distinguishable tag or notice on any container, bag and/or bundle that they refuse to collect for failure of the resident to comply with ANY Collection regulation. Residents that have been given notice that refuse and/or recycling will not be collected by the Contractor for failure to comply with ANY collection regulation shall be placed on an Exception List (EL). The Contractor shall transcribe this information on a daily basis into a format as approved by the Borough, or such other format as subsequently agreed

to by mutual agreement. The information shall include the address, the reason and number of rejected units. This information shall be uploaded on a daily basis to the Borough, or such other location as subsequently agreed to by mutual agreement. Failure by the Contractor to properly utilize this process will result in an indefensible penalty imposed on the Contractor should the customer issue a complaint to the Borough.

14 SERVICE DISRUPTIONS DUE TO WEATHER:

When snow or ice prevents collection on the scheduled day, the Contractor shall make collection on the next weekday. Residents will be instructed to clear snow and ice to provide for visibility and access of carts, bags and other material. For backyard service, residents will also be instructed to provide access, clear of snow and ice that allows maneuverability of the cart.

If snow and ice conditions continue for an entire week, or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that were amassed for collection during the interval when collections were missed. On that day, the Contractor shall take bags, boxes and other secure wrappers, and shall empty temporary receptacles that customers have used if the collection Carts and Containers have been filled.

The Contractor shall notify the Borough as soon as possible of any non-collection days due to snow or ice. If possible, the notification shall be made the previous day or by 6:00 a.m. of the collection day. When delays due to snow and ice occur, the Contractor shall not be paid if regular collection service does not resume as described above, or if when regular collection service does resume the Contractor fails to collect all of the materials at curbside. These failures will be considered non-collections and the Borough shall deduct \$250 from the Contractor's regular monthly payment for each individual collection route, which is not fully collected on that day.

15 SERVICE DISRUPTIONS NON-WEATHER RELATED.

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next collection day. The Contractor must provide all the collections required during the collection week. If all collections are not performed during the collection week, the Borough will adjust the Contractor's payment for such non-collection.

16 MISSED AND MAKE-UP COLLECTIONS WITHIN THE CONTRACTOR'S CONTROL

Should the Contractor fail to make collection on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day following notification by the Borough. The Borough shall transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving Curbside service. The Borough shall transmit missed collections for backyard customers no later than the third business day

following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection. Solely for the purposes of this Section a business day includes Saturday.

Notwithstanding the foregoing, the Borough may require the Contractor to do the following:

- (a) Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount at such customer's next scheduled collection day without any additional charge, and to accommodate such a disposal, allow the customer to use a bag or temporary Container as well as additional bundles

It shall be a defense to a missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Contract; and for Garbage, Yard Waste, and Curbside Recycling collection, that placement did not comply with the Borough's regulation; provided that the Contractor shall have left a Borough printed tag on all material left because it was not prepared properly, it was overweight or for other reasons. The Contractor, by 8:30 a.m. the next business day, must notify the Borough of any collections the Contractor has refused or been unable to make the previous business day via the Exception List. The EL must be in address order with a Borough account number. The EL shall be transmitted electronically.

Any complaints received by the Borough between 8:30 a.m. and the time the Contractor actually transmits the EL shall be treated by the Borough as a miss and the Contractor shall be required to return and collect the missed material, even if the address appears on the Contractor's EL.

If the Borough transmits a miss complaint to the Contractor which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Cart is overweight or contains material that should not be collected, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the Borough within four (4) business hours of its receipt, and the miss shall not be collected.

The Contractor shall pick up all miss complaints sent by the Borough by the end of the day following receipt of the miss. If the miss is on the Contractor's EL, or the miss was a late complaint call, the Contractor may charge the Borough for a special collection. If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a Borough printed notice, explaining why the material was not collected. The Contractor shall also inform the Borough by the end of the business day of the addresses that were not collected and the reason for the non-collection.

All miss complaints transmitted to the Contractor on Friday must be collected by the end of the day Saturday. If it appears to the Borough that the Contractor is not collecting these misses by the end of the day Saturday, the Borough has the option of having other personnel collect these misses. Missed call-ins on Saturday will be serviced Monday, unless it is an entire block or route and then it shall be serviced that day.

This section applies to omitted collections of a single Structure, a row of Structures, and/or an entire route. As used in this paragraph a collection complaint is limited to a missed Garbage, Yard Waste or Recyclables collection, non-delivery of a Garbage, or Recyclables collection

Container within the period of time specified in this Contract, or not returning collection Containers to their original location after collection.

17. PROGRAM INFORMATION DURING CONTRACT START-UP.

Prior to December 15, 2008, the Contractor shall deliver to all Structures receiving service under this Contract, at least the following information:

- (a) Collection schedule information (day of week, time of day and collection frequency);
- (b) Material to be collected and how such material is to be prepared;
- (c) Date that customer should begin using any new Carts/Containers that are delivered, if applicable;
- (d) Container placement information;
- (e) Telephone number that customers should call for additional information, or for questions.

The above information shall be attached to any new collection Carts/Containers delivered to customers. All such informational material shall be approved by the Borough prior to distribution. The cost of design and production of such materials shall be the responsibility of the Contractor

18. RECYCLING AND YARD WASTE PUBLICITY.

The Contractor, at the Contractor's own cost shall:

- (a) Design, produce and deliver a user friendly recycling "how to" information and promotional material to each Structure prior to the first collection. This information should promote yard composting and recycling and reference the Borough's leaf recycling program
- (b) Design, produce and publish in the SF and Neighbor's Magazine yearly updates to informing customers of any problem areas, changes in the program, and participation rates;
- (c) Design, produce and deliver promotional material for all Multi Family Dwellings, four or less.
- (d) Provide an experienced Contractor spokesperson for media and community requests for presentations and to act as a Publicity and education director to coordinate the above activities.

19. CLEAN-UP:

Contractor is responsible for cleaning up strewn or spilled garbage and other refuse, replacing lids, cleaning up leaks or spills of oil or hydraulic fluid from the trucks, and for repairing any damage caused by its activities. Such repairs or clean up shall be attended to promptly and in no event later than the same day if notification is received by 3:30 P.M., or within 24 hours if notification is received after 3:30 P.M. If Contractor fails to clean up spilled garbage or spills of oil or hydraulic fluid, the respective Borough may clean up as necessary and bill Contractor for labor and materials.

20. COMPLIANCE WITH LAW:

The Contractor shall comply (1) with the provisions of PA State Ann. Tit. 16 ss 5175 et seq. as amended, relating to the transportation and disposal of garbage; (2) with all applicable ordinances and resolutions of the represented; (3) with all applicable ordinances and resolutions of other municipalities (including the payment of all applicable fees and charges) through which the Contractor's trucks and equipment will travel; (4) with all applicable rules, regulations, and requirements of the County of Washington, the Commonwealth of Pennsylvania and the Federal Government. Each bidder must submit, with his bid, a certified copy of the authorization which permits his method of disposal; and (5) with the provision of Act 101, the Municipal Waste Planning, Recycling, and Waste Reduction Act of 1998 relating to recycling and landfill designations.

21. RECYCLING PROCESSING FACILITY.

The Contractor shall be responsible for processing Recyclables collected by the Contractor and/or processing all Recyclables collected under Borough Contract. Recyclables may not be deposited as Garbage at a landfill or incinerator. Marketing and transport of the processed materials and/or the product is at the Contractor's risk, expense and profit (or loss).

In the event of an assignment, subcontract or delegation of duties for processing and marketing of recyclables, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the Borough for the satisfactory performance of the work assumed.

The Contractor must provide with his bid documentation from the assignee, subcontractor or other obligor of its covenant to the Borough to fully and faithfully complete the work or responsibility undertaken. The processing system shall be capable of processing the Recyclables to the degree necessary to be marketable and average less than 15% processing residuals remaining on a regular basis. The system shall have sufficient capacity to receive, process, and store all materials collected in one week.

The processing facility shall conform to applicable zoning, regulations and any other applicable rules, regulations, or ordinances. If the Contractor is unable to meet pertinent state or local regulations and/or Contract stipulations, the Contractor shall, upon Borough approval, arrange for processing of collected Recyclables at a facility that meets all such regulations and/or stipulations.

22. CONTAMINATION AND RESIDUALS.

The Contractor, the assignee, subcontractor, or other obligor, shall be prohibited from disposing of any Recyclables collected under this Contract. Violation of this Contract provision may be cause for termination. The Contractor may dispose of contaminated materials or residuals. The cost of such disposal is fully the responsibility of the Contractor. Residuals due to processing or collection methods should average less than 15% on a regular basis.

23. KNOWLEDGE OF BOROUGH:

Bidders are directed to acquaint themselves with the Borough, its drives, avenues, streets and roads, its topography, its municipal boundaries and the number and location of its residences so that no misunderstanding may exist in respect to the nature of the work to be done or of the character and conditions surrounding the same. A copy of the municipal road map is available at the Borough municipal buildings.

24. CAPABILITY TO PERFORM:

Bidders must be prepared, upon request, to present evidence of sufficient equipment manpower, facilities, financial capability, and experience to successfully accomplish the herein specifications in a routine manner (i.e., on a weekly collection basis).

25. DISPOSAL SITE/S:

Bidders must submit the place or places where the disposal of garbage, rubbish and bulky waste shall occur and state whether or not said site/s will permit the disposal of the bidder's deposits for the term of the Contract and that said site/s have the required county, state and federal permits from the appropriate agencies. Also copies of said documents must be presented prior to award of any contract.

An affidavit affirming that the owner or owners of the disposal site shall not cancel disposal rights with the Contractor for the term of this Contract shall be submitted prior to the award of the Contract.

26. DISPOSAL SITE AND VEHICLES:

The successful bidder shall furnish the Borough with all of the required documentation listed below within ten (10) days after written notification of said bidder being the low responsible bidder. Such documentation shall include:

- (a) Proof that all required local, county, state and federal agency permits have been issued to the disposal site or sites where garbage, rubbish and bulky waste from the Borough shall be deposited.
- (b) Evidence of ownership and possession of garbage trucks for use in connection with the Contract. These trucks and/or their replacements must be licensed and approved by the appropriate agencies. License for the same must be submitted at the time prescribed above. This equipment shall also be licensed in the name of the bidder. Said trucks shall have bodies constructed of metal, must be water tight with metal lids or covers which shall be so constructed that they will be closed tightly when loaded. All vehicles and other equipment shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All vehicles must be identified as per PA—DER regulations.

27. BUSINESS HOURS:

The Contractor must have regular office hours, open to the public, during the normal work days (holidays excluded) Monday through Friday from at least 9:00 A.M. until 5:00 P.M., so that residents may ask service related questions or register complaints. A toll free telephone number must be made available to all Borough customers during these same days and times to telephone similar questions or complaints. This toll free telephone number must be included on all billings, on the stickers or bag ties, on each vehicle, and on dumpsters provided for municipal parks and buildings.

28. INSPECTION OF BUSINESS:

The members of the Borough reserve the right to inspect a bidder's business location and operations to determine the accuracy of any information provided or required for performance of the duties outlined in the specifications.

29. EMPLOYEES/AGENTS:

The Contractor is responsible for providing the supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage to private property, close and relock all gates and doors that they open, return Carts/Containers to their original location and, if on private property, follow the regular pedestrian walkways and paths; and not cross flower beds or through hedges. While collecting, employees shall wear uniforms or other identification supplied by the Contractor. The identification shall be subject to approval of the Borough.

- (a) Personal Identification: The Contractor shall provide all Contractor employees with identification cards, with their name, photo, and identification number and require them to carry the said identification cards at all times for monitoring purposes. When requested to do so by any of the Borough's Staff or by Generators, the Contractor's employees shall submit their identification cards for inspection.
- (b) Uniforms: The Contractor shall provide readily recognizable, brightly colored, shirts (or vests/waistcoats) and pants/trousers of a single design and color to all its workers, to be worn at all times when performing services under this Contract, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be replenished as they become worn or damaged.

When the Contractor identifies unsatisfactory conduct by an employee or when the Borough notifies the Contractor of such conduct, the Contractor shall take remedial action. The remedial action shall be appropriate to the level of unsatisfactory conduct, provided that if the Borough requests of the Contractor by letter that an employee be suspended from further work on the Contract for Level Three unsatisfactory conduct or an uncorrected pattern of Level Two unsatisfactory conduct, the Contractor will permanently remove the employee from further work on the Contract.

Level One: Examples of Level One unsatisfactory conduct are single isolated incidents such as spillage of materials, leaving gates open, not relocking doors, walking through flower beds, not returning Containers to their original location, etc.

Level Two: Examples of Level Two unsatisfactory conduct are continued incidents of Level One unsatisfactory conduct, as well as rude or abusive language to customers, inappropriate behavior in customer's presence, purposeful damage of customer property, or acceptance of a cash payment or gratuity for ignoring a Contract provision.

Level Three: Examples of Level Three unsatisfactory conduct are continued incidents of Level Two unsatisfactory conduct, as well as appearing on the job under the influence of alcohol or drugs, fighting or menacing, throwing rocks, endangering customers or driving dangerously.

Under Level One, the Borough will send a written notice, via U.S. mail, fax or email, informing the Contractor of the unsatisfactory conduct.

Under Level Two and Three, the Borough will notify the Contractor by telephone within five (5) working days of becoming aware of the incident and send a written notice, via U.S. mail, fax or email, within ten (10) working days.

Written notices will identify the level of the notice, and the specifics of the incident.

30. FREQUENCY OF COLLECTION:

Once a week, the Contractor shall collect, remove and dispose of all garbage, rubbish, and bulky waste from single family residences within Borough. Collection of such items shall be between the hours of 6:30 A.M. and 6:00 P.M. or as specified by the Borough's ordinance and to be performed in a quiet, orderly, business—like manner, so as to cause no unreasonable odor, annoyance, inconvenience or traffic hazard to the residents of the Borough or traveling public or may cause damage to private property.

31. MANNER OF COLLECTION:

Bids shall be submitted for curbside collection from residences in the Borough. Residences are required to comply with curbside pickup requirements, except in instances described within these specifications. The Contractor should note that certain Borough roads, alleys and bridges are not designed for large garbage trucks. Therefore, it is the Contractor's responsibility to review each of the Borough's roads and alleys to determine prior to the submission of a bid that they have the equipment and manpower to service ALL areas of the Borough. The Borough reserves the right to limit access of large garbage trucks on any of its road, alleys, and/or bridges. No additional costs shall be charged to the Borough of routing and or scheduling as a result of any directive.

32. DAILY, MONTHLY, QUARTERLY, AND ANNUAL REPORTS.

The Contractor, by 9:30 a.m. the next business day, must notify the Borough of any collections the Contractor has refused or been unable to make the previous business day via the Exception List (EL). The EL must be in address order with a Borough account number. The EL shall be transmitted electronically.

The Contractor shall submit monthly reports, in a format mutually agreed upon by the Contractor and the Borough, for the length of the Contract period commencing upon Notice To Proceed. These reports shall be due within ten business days after the end of the month. The Borough shall deduct \$50 per day from the monthly payment until all items required in the report are submitted to the Borough. At a minimum, the reports shall include:

- (a) Summary of tonnages, from weight receipts of all collected material;
- (b) A listing of all repeat collection complaints received by the Contractor the previous month (a repeat collection complaint is an initial collection complaint that was not resolved, or a reoccurrence of a collection complaint at the same address during a six (6) month period). This listing shall be sorted by collection route and shall include a description of steps taken by the Contractor to ensure that these particular repeat complaints are not repeated;
- (c) Number of Structures setting out Recyclables on each route;
- (d) Summary of tonnages of all processed material sold, by type of material
- (e) Summaries of the recycling residual contamination rate, including the weight of materials collected in the Borough and disposed of due to contamination;
- (f) Status of all complaints or Contract violation notices forwarded to the Contractor by letter from the Borough or from customers during the month including, but not limited to:
  - (g) Replacement of Containers
  - (h) Employee misconduct
  - (i) Contractor responses to citizen's damage claims; and
  - (j) Description of progress in meeting the implementation schedule including any problems encountered and how they were resolved.
- (k) A summary by size and type of containers delivered and containers remaining in inventory.

The Contractor shall submit a quarterly report on forms provided by the Borough or in a format mutually agreed upon by the Contractor and the Borough, within fifteen (15) business days of the close of the quarter, ( March, June September, December) which shall include:

- (a) Summary of monthly data;
- (b) Detailed data to allow analysis of collection and processing efficiencies including average number of trucks used per day, average number of Structures collected per day, average tons processed per day, the practicality of making changes to the collection and/or processing system, and the strength of processing market; and
- (c) Discussion of problems and noteworthy experience in program operation;
- (d) Discussion of education and Publicity efforts and their results; and
- (e) Contractor recommendations for improvements.

The Contractor shall submit an annual report, on forms provided by the Borough or in a format mutually agreed upon by the Contractor and the Borough, on or before January 30th of the previous Calendar year. At a minimum, the reports shall include:

- (a) Summary of quarterly data;
- (b) A collated summary of the detailed revenue information contained in the quarterly reports, and a summary of participation rates and recovered materials for the year;

- (c) A discussion of public awareness activities and their impact on participation and recovered volumes;
- (d) A discussion of highlights and problems and measures taken to resolve problems and increase efficiency and household participation; and
- (e) An analysis of the Contract's impact, if any, on industries providing compost products in the region
- (f) The Contractor and the Borough will cooperatively work on annual reports to the The Borough of Canonsburg Board of Commissioners dealing with implementation and operational issues.

33. TAGGING CONTAINERS:

Any refuse container and/or recyclable container, or loose refuse, which has been placed at the curb and is not collected on the proper collection day because the container or contents are in violation of the refuse ordinance, or for any other reason, shall be tagged in such a manner so as to clearly indicate why such container was not collected. In addition, the Contractor shall notify the Borough Manager of the appropriate Borough. The Borough Manager may direct that such refuse shall be picked-up. If such directive is given within normal working hours, the pickup shall be made within eight (8) hours.

34. DESIGN AND PLACEMENT OF HOPPERS:

All hoppers sold or rented by the Contractor within the Borough shall be constructed and placed in such a manner that will present no hazard to children playing around such containers. This shall include, but not be limited to, the requirement that such containers shall have no sharp edges or loose parts, and shall not be constructed or placed in a manner that would permit them to be tipped in any direction by manual means, whether empty or full, and shall comply with all Federal and State requirements.

35. FEES FOR PRIVATELY-OWNED HOPPERS:

The Contractor may rent or sell hoppers to property owners for multifamily apartments, apartment complexes and/or commercial establishments where such hoppers are beneficial to the property owner and are requested by the property owner. The Contractor may charge an equitable and equal fee for the rental of such containers, which shall be directly billed to and paid by the customer. The cost of collecting and disposing of refuse from the hoppers shall be paid by the Borough when the customers elects to utilize the municipal contract.

36. HANDICAPPED/BACKYARD SERVICE:

Handicapped or disabled persons unable to transport garbage, rubbish, bulky waste or recyclables shall be provided with backyard pickup service at no extra charge. All requests for handicapped service shall first be approved by the Borough. Other persons desiring any type of additional service beyond the scope of the Contract may negotiate arrangements with the Contractor separate from the respective contracts. Any such special service shall be chargeable to those individuals utilizing the special service, at a uniform rate throughout the Borough by the Contractor.

37. ADDITIONAL SERVICES:

In the event of unforeseen circumstances not addressed in the specifications, the Contractor may also establish a uniform rate for such services not inconsistent with the overall bid submitted to the Borough. The individual members of the Borough reserve the right to approve or reject the costs to customers obtaining private arrangements with individuals due to unforeseen circumstances. Should it be determined by the Borough that such costs are excessive, or the service provided in some manner circumvents the intent of the municipal Contract or are not in the best interests of the Borough as it relates to its health, safety or welfare of its citizens, it may eliminate or revise such costs and/or services as it sees fit.

38. ROUTING:

The routing schedule shall be prepared by the Contractor and subsequently approved by the Borough. Upon agreement to a satisfactory routing schedule with the Borough, the Contractor shall assist the Borough in announcing and advertising it to the residents of the Borough. Such announcement/s should include advertisements in newspapers of general circulation in the Borough or other methods to alert the Borough's residents.

39. ACTS OF GOD:

If the Contractor is delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence including, but not restricted to, Acts of God or of the public enemy, acts or neglect of the Borough, acts or neglect of any other contractor, fires, floods, snows, epidemics, quarantine restrictions, strikes, riots, civil commissions or freight embargoes, the period hereinabove specified for completion of his work shall be extended by such time as shall be fixed by the Borough. No such extensions of time shall be deemed a waiver by the Borough of its right to terminate the Contract for abandonment or delay by the Contractor as herein provided or relieve the Contractor from full responsibility for performance of his obligations hereunder.

40. COMMUNICATION DURING CONTRACT:

The Contractor shall meet with officials of the individual municipalities on an as-needed basis in order to review complaints, address general collection or billing problems or to correct other problems or procedures involved with the Contract.

41. COMPLAINTS:

All complaints shall be made to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection within 24 hours after the complaint is received. If the contractor fails to collect the garbage within 24 hours, the individual Borough may hire someone to collect the garbage and bill the Contractor for the services rendered. Further, there shall be deducted as liquidated damages from the monthly payments to be made to the Contractor, the sum of five (\$5.00) for each valid incident of failure on the part of the Contractor to collect, remove and dispose of garbage and/or refuse, and/or recycling items in accordance with the terms of this agreement. Liquidated damages in the amount of five dollars (\$5.00) shall also be deducted for each valid incident of carelessness in emptying containers and/or permitting garbage or rubbish to be strewn on and

about any property or street. The conditions for such deduction of liquidated damages shall be as follows: if the Contractor shall remedy the failure, make collections and/or clean up the strewn refuse within twenty-four (24) hours after receiving such complaint, then no deduction will be made. Upon failure of the Contractor to take such actions within such time, then a deduction of five dollars (\$5.00) shall be made for each twenty-four (24) hour period during which such failure shall be allowed to continue after such notice.

If the Contractor has missed stops, the Contractor must give a list of these stops to the Borough Manager of the appropriate Borough by 9:30 AM. the next day. The parties hereto agree and stipulate that the Borough Manager and/or his agent, shall have the right to properly verify any incidents or missed pickup or carelessness on the part of the contractor. Such verification shall be final and binding upon the Contractor in the assessment of penalties provided in this contract. Except, however, that service complaints shall not be considered valid unless the Borough shall be notified by 5:00 PM on the next business day following the complainant's regular scheduled collection day.

The Contractor shall appoint one of its employees as the primary person of contract for the Borough. The Borough shall receive that persons, phone number, e-mail address, fax number, pager number and cellular phone number.

42. WASHINGTON COUNTY SOLID WASTE PLAN:

If during the term of this Contract, the Counties of Washington or any of their agencies, should request or require the independent members of the Borough to participate in a cooperative solid waste disposal and/or recycling program, the Contractor shall be obligated to cooperate with this program at the Borough's concurrence. In this event, the Contractor shall reduce the collection and disposal costs by approximately one hundred percent (100%) of the savings which the Contractor has gained.

43. OSHA, HEALTH AND ENVIRONMENTAL LAWS:

The Contractor shall comply with the Federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the General Safety Law, Title 43 Pennsylvania Statutes and with standards and regulations issued to implement these statutes from time to time.

The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental laws, regulations, and standards applying to collection of Municipal Solid Waste, Yard Waste, and Recyclables.

44. TRAFFIC LAWS; NOISE CONTROL.

All collection operations shall be conducted as quietly as possible and shall conform to any Federal, State, County and Borough noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed 75 decibels at a distance of 25 feet from the collection vehicle. The Borough may conduct random checks of noise emission levels to ensure such compliance.

45. SCAVENGING

No "scavenging" shall be allowed by the Contractor. Scavenging means sorting through Garbage, Yard Waste or Recyclables while collecting looking for items of possible value (usually by individuals without mechanized equipment) or picking out individual pieces for reuse while loading or unloading. Scavenging excludes searches by owners for valuables accidentally misplaced or that may be lost and, under the Yard Waste and Recyclables collection programs, sorting out from the Yard Waste or Recyclables collected, materials that were not eligible for the program and disposing of the ineligible materials as Garbage.

46. EQUIPMENT BY CONTRACTOR:

All vehicles, facilities, equipment, and property used in the performance of this Contract, other than Carts or Wheeled Containers provided by the Borough, shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the Borough.

All vehicles used for collection shall be registered with the Commonwealth of Pennsylvania, (or the equivalent agency if registered in another State) and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.

At the start of this Contract, all vehicles used in collection shall be new or reconditioned to near new and in good operating order. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits.

Collection vehicles shall be painted in Contractor's color or colors subject to approval by the Borough, it is preferred that Recycling Vehicles be painted so that they are distinguishable from those collecting waste. The vehicles shall be numbered consecutively, and shall have painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle, the number of the vehicle. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number, on all collection trucks. Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified. Collection vehicles shall be capable of handling, in the safest and efficient method available, the carts or containers and material specified for each structure on its route.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the Borough. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and driver may communicate during the route collection.

All such vehicles shall be operated in conformity with the laws of the Commonwealth of Pennsylvania.

47. BID BOND:

Each bid shall be accompanied with bid bonds in the name of all parties as their interest may appear. Bond shall be in the sum of ten percent (10%) of the first annual contract amount for the Borough. The bond shall be furnished by a reputable bonding company authorized to do business in Pennsylvania. The conditions of the bond shall be that the bidder, upon being awarded the Contract by the represented municipalities, shall enter into a written agreement with the municipalities to perform the service and/or to provide the materials as outlined in these specifications in default of which the Contractor and the Surety shall be liable for any damages or losses incurred by the Borough in obtaining alternate or additional bids and the difference between the amount of such bids and the bids submitted herewith. The bidder's bond or deposit will be returned to all unsuccessful bidders within ninety (90) calendar days after the bid opening date.

48. PERFORMANCE BOND:

The Contractor shall make, execute and deliver to each Borough represented within fourteen (14) calendar days after receipt of notice that the contract has been awarded a Contractor's performance bond with a reputable surety company (subject to approval by the respective Borough) authorized to do business in Pennsylvania, which shall cover the first year of the Contract price, and which bond shall be in the sum of one hundred percent (50%) of the first year Contract price, and which bond shall explicitly provide that it shall indemnify the represented Borough against any and all obligations which Borough might incur by reason of the Contractor failing to perform its obligations incurred under the terms of its agreement; not withstanding that any such obligation to indemnify may occur at the 1)beginning, middle or later months of the performance period. Within thirty (30) days prior to the end of the first year, the Contractor shall furnish a like bond to cover the second year of the contract, and the same like prior to the end of the second year. Should the optional forth year contract extension be accepted, a performance bond shall be provided in a like manner as for preceding years.

49. INSURANCES:

- (a.) The Contractor shall have and maintain Comprehensive General liability insurance for the entire duration of the contract with the Borough, in order to protect the Contractor in providing services under the contract award from claims for damages or injures to persons, including wrongful death, and for damages to property which may arise from operations under the contract, whether such operations by the Contractor or any subcontractor or by anyone directly or indirectly employed by either Contractor or subcontractor. The Contractor accepts responsibility for and shall indemnify the Borough and its residents, agents and employees against any liability losses and damage (including reasonable attorney's fees and costs of defense) arising out of the negligence or Contractor or Contractor's failure to comply with applicable laws of ordinances or the terms and conditions contained herein in its performance under this contract, including, but not limited to, personal injury or property damage suffered by Contractor's own employees, or by the Borough or its residents or third persons.

- (b.) Contractor shall carry an insurance policy providing complete commercial general liability insurance insuring the Contractor, for limits of not less than \$1,000,000 combined single limit. The Borough shall be named as an additional insured.
- (c.) Contractual liability on a blanket basis or contractual liability specifically covering this contract;
- (d.) Contractor's protective liability;
- (e.) Completed Operations;
- (f.) Contractor agrees to notify the Borough immediately of any accident or event which could result in a claim and. to cooperate fully in any investigation.
- (g.) The Contractor shall also carry the following additional insurances:
  1. Worker's Compensation insurance as required by law;
  2. The Contractor must maintain business automobile liability insurance with a \$1,000,000 combined single limit coverage (for bodily injury and property damage) for the entire term of the Contract.

50. CERTIFICATE/S OF INSURANCE:

The Contractor will provide the members of the Borough, prior to commencing work, the certificates of insurance evidencing the above coverage and the renewal of such policies of insurance which expire during the term of this Contract. All certificates of insurance so provided must also provide that the insurance company will notify the Borough in writing, by mail, thirty (30) days prior to the termination of the policy and prior to any alterations in the policy which alterations change, restrict or reduce the insurance provided or change the name of the insured.

51. PETITION FOR UNUSUAL OR UNANTICIPATED COSTS:

The Contractor may petition the Borough at any time for additional payment rate adjustments on the basis of certain unusual changes in the cost of operations. These include: New or revised Federal or State laws, ordinances or regulations that place a direct fee or tax per ton on municipal solid waste generated by Canonsburg Borough; The increase per month shall be calculated using the annual reported waste generation data per residential unit in the Borough. The Borough shall have the right, as a condition for its approval, to demand inspections by itself or by an independent auditor of pertinent records that demonstrate the need for an adjustment to the payment rates.

52. EQUAL EMPLOYMENT OPPORTUNITY.

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, martial status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bonfire occupational qualification.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color,

sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor shall be responsible for the compliance of subcontractors or joint venturers.

The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

53. WITHHOLDING AND PAYMENT OF LIENS AND JUDGMENTS.

The Borough may withhold and pay to the United States of America or to any federal court, or the Commonwealth of Pennsylvania or any commonwealth court, the amount claimed in a levy filed by the United States Internal Revenue Service or the Pennsylvania State Department of Revenue, respectively; the amount directed by a writ of garnishment, writ of attachment, or writ of execution, or by an order of a Bankruptcy Court, and/or by any court order, each for monies claimed from the Contractor. When presented such an order, the Borough may in its discretion institute inter-pleader proceedings. The Borough may make a payment in conjunction with the inter-pleader action to the appropriate court. Payments so made or deposited into the registry of the court shall be satisfaction of payment due to the Contractor.

54. NON-DISCRIMINATORY SERVICE.

The Contractor will not discriminate against any customer or Borough resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service. The Contractor shall provide the same good quality service throughout the Collection Area without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

55. WAGE INCREASES FOR EMPLOYEES.

All wage increases for collectors or any other employees of the Contractor granted during the term of this Contract shall be the sole responsibility of the Contractor. Any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other foreseeable business risks that may affect the performance of this Contract shall be to the Contractor's advantage or expense respectively, except as noted herein.

56. INDEMNITY:

The Contractor shall be responsible for any loss, personal injury, death and/or other damage that may be done to, or suffered by any employee of the Contractor or any other person in connection with the operations to be carried out pursuant to these specifications, or to the Contract award to the successful Contractor, and shall indemnify and save the members of the Borough of any of its officers, agents or servants harmless against any claims for such loss, injury, death and/or damages against any claims for compensation to any employee of the Contractor. This shall apply to all cases of such loss, injury, death and/or damages including cases of loss, injury, death and/or damages for which the Borough is not solely negligent.

57. LENGTH OF CONTRACT:

The term of the Contract shall be for a three (3) year period from the date the Contract is executed and ending three (3) years there after. The Bidders shall provide a bid for Option Year 4 and Option Year 5. The Borough and Contractor may mutually agree to extend the contract by one (1) year up to and including the fifth year, with written notice prior to 90 days of the planned expiration of the current year's contract.

58. TRANSFERABILITY OF CONTRACT:

When the Contract has been entered into, it shall not be assigned, transferred, subcontracted or set over to any other person, firm, or firms, corporation or corporations, without the specific written consent of the Borough Board of Commissioners. The Contractor is an independent contractor and all of his employees, servants, agents and supervisors are employees of the Contractor and not the Borough and/or its members. All equipment used by the Contractor in the collection, removal and disposal of Garbage/Rubbish, Bulky Waste, Recyclables, etc. shall be licensed and registered by him and operated by him or his employees. Any violation of these specifications shall be sufficient cause for the immediate cancellation of the Contract by the respective Borough which may thereupon employ the necessary labor to perform the work or re-advertise and re-let the work at the expense of the offending Contractor and his Sureties.

59. PAYMENTS TO CONTRACTOR:

For collection, disposal and delivery services required to be performed pursuant to these specifications, the charge shall not exceed the rates as fixed by the contractor documents. For special collection provided by the contractor pursuant to any applicable section of this document, the charges are to be negotiated between the contractor and Producer prior to collection.

The Contractor shall bill the Borough monthly for the actual number of units collected.

60. CONSIDERATIONS FOR AWARD:

The Borough shall consider the following in the determination as to the feasibility of the Contract and its award: levels of projected performance, total cost to Borough for the entire length of the Contract, considerations of labor and equipment allocations to the Borough to meet its needs, experience and financial ability of the Contractor to perform under the Contract provisions, information in the questionnaire and in response to the Contract

specifications and other documents that are required, as well as the evaluation of other criteria pertinent to the Contract. This list of criteria, is not meant to be all inclusive of all pertinent items the Borough would consider prior to award of a contract.

61. BOROUGH'S RIGHT TO REJECT BIDS:

The Borough and its independent members reserve the right at its option to reject any and all bids and to waive any and all technicalities, informalities, and/or minor deviations from the bid documents.

62. NONDISCRIMINATION:

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, handicap, religion or natural origin. The Contractor's employment practices will be consistent with the Equal Employment Opportunity Commission, the Americans with Disabilities Act, and all pertinent Federal and State employment laws.

63. SPECIFICATIONS PART OF CONTRACT:

These specifications, and all attached documents, shall be incorporated into and become a part of the Contract between the Contractor and the Borough. The contractor to whom the contract is awarded shall file within ten (10) days after said award, three (3) properly executed copies of the contract with the Borough Manager. All parties shall sign separate contract.

64. DEFAULT OF CONTRACTOR.

This Section is independent, notwithstanding any other provisions of this Contract. The Contractor may be held in default of the Contract in the event the Contractor:

- (a) Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to the Borough, to have abandoned the work, or to be unable to resume collections within forty-eight hours;
- (b) Has failed on three or more occasions of three (3) consecutive business days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Contract; except as provided in Section 143;
- (c) Is unable to accept, for any period of time, Yard Waste, or Recyclables for processing and as a result of such non-acceptance, collection of Yard Waste, and/or Recyclables is suspended; or
- (d) Repeatedly neglects, fails, or refuses to comply with any of the material terms of the Contract, after having received notice of its obligation to do so.
- (e) To initiate proceedings under this Section, the Borough shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a public hearing at which the Contractor may show cause why it should not be declared in default.

In the event the Contractor fails to show, to the satisfaction of the Borough, why the Contractor should not be declared to be in default of this Contract and Borough may make such declaration.

In declaring the Contractor to have defaulted on the Contract, the Borough also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the Borough pursuant to Section 65 hereof, for the purpose of completing the work under the Contract; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance bond fails to assume or continue performances within 48 hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the Borough to use all, or whatever portion is desired by the Borough, of the materials and equipment described on the most recent inventory submitted to the Borough pursuant to Section 65 hereof, for collection and processing purposes for a period of up to six months following the date of the declaration of default by the Borough without requiring the Borough to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the Borough to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the Borough pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the Borough be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the Borough's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.

In the event the Borough secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the Borough shall retain such difference; but in the event such cost to the Borough is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the Borough.

All payments due the Contractor at the time of default, less amounts due the Borough from the Contractor, shall be applied by the Borough against damages suffered and expense incurred by the Borough be reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the Borough provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

65. CONSIDERATIONS FOR AWARD:

The Borough shall consider the following in the determination as to the feasibility of the Contract and its award: levels of projected performance, total cost to Borough for the entire length of the Contract, considerations of labor and equipment allocations to the Borough to meet its needs, experience and financial ability of the Contractor to perform under the Contract provisions, information in the questionnaire and in response to the Contract specifications and other documents that are required, as well as the evaluation of other criteria pertinent to the Contract. This list of criteria, is not meant to be all inclusive of all pertinent items the Borough would consider prior to award of a contract.

66. TERMINATION:

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed because of his insolvency, the independent members of the Borough may, without prejudice to any other right or remedy, terminate their individual agreements and re-advertise the work covered by the same.

