

Tredyffrin Township Recycling Program Development



Final

Environmental Resources Associates

706 MONROE STREET
STROUDSBURG, PENNSYLVANIA 18360

CONSULTANTS IN ENVIRONMENTAL RESOURCE MANAGEMENT



Printed on Recycled Paper

1.0 Executive Summary

Tredyffrin Township (Township) is located in Chester County. The 2000 decennial census recorded a population of 29,062 persons residing in approximately 10,972 residences within the Township. The Township is a mandated municipality under the Municipal Waste Planning Recycling and Waste Reduction Act, Act 101 of 1988 (Act 101) and as such is required to establish a recycling program which includes participation by residential, commercial, institutional and municipal establishments as well as at community events .

The Township adopted a mandatory recycling ordinance (in 1990), which established the current recycling program. The recycling program requires private haulers to provide curbside collection of recyclables and leaf and yard wastes. The curbside collection services are provided on a subscription basis (i.e. via a contract between the resident and the private hauler).

The Township operates a leaf and yard waste compost facility and residential and commercial drop-off facilities for leaf and yard waste. Nominal fees are charged to residents and private haulers who deliver leaf and yard waste to these sites.

The Township requested technical assistance to review its recycling program/recycling ordinance and its public education/outreach program to insure consistency with the pertinent requirements of Act 101.

The Township was also interested in investigating the potential for increasing its waste collection and recycling program efficiency and lowering costs. The Township requested that alternatives/options be identified for curbside collection of Municipal Solid Waste (MSW), recyclables and leaf and yard waste and the pros and cons (operational and financial) of the alternatives/options be presented for the Township's consideration.

Environmental Resources Associates (ERA) met with Township representatives and reviewed a proposed scope of services designed to address the Township's needs.

ERA reviewed the Township's recycling ordinance and found that numerous modifications were required in order to comply with the requirements of Act 101. ERA reviewed suggested modifications with the Township and based on input received at the meeting provided an updated draft-recycling ordinance for its consideration (copy available upon request). The Township's recycling education program was determined to be compliant with Act 101 and suggestions were provided for program improvements.

ERA identified the primary alternatives/options for providing curbside collection services contract/subscription i.e. municipal collection, municipal contracted collection and Individual contract/private subscription. ERA prepared a brief comparative analysis of the alternatives/options identified.

ERA met with Township representatives and reviewed the alternatives/options identified for curbside collection of MSW, recyclables and leaf and yard waste. Upon a review of the alternatives, the Township requested that a Request for Proposal (RFP) be prepared for the curbside collection of MSW, recyclables and leaf and yard waste.

ERA prepared a draft RFP for the curbside collection of MSW, recyclables and leaf and yard waste. A copy of the RFP is included in Attachment B. ERA met with the Township to discuss the steps involved and potential benefits in conducting a competitive procurement for curbside collection services and to review the draft RFP.

2.0 Overview

The Township requested technical assistance to review its recycling program, recycling ordinance and its public education/outreach program to insure consistency with the pertinent requirements of Act 101 and Title 25.

The Township also requested that ERA identify and assess alternatives/options for collection of municipal solid waste, recyclables and leaf and yard waste.

Although not included in ERA's original scope of services a draft RFP for the curbside collection of MSW, recyclables and leaf and yard waste was prepared for the Township's consideration.

3.0 Recycling Ordinance

ERA reviewed the Township's recycling ordinance and found that numerous modifications were required in order to comply with the requirements of Act 101. ERA prepared revisions to the ordinance and met with the Township to review suggested modifications. Based on impute received at the meeting an updated draft ordinance, to address current needs and the regulatory requirements of Act 101, was provided for the Townships consideration (copy available upon request).

4.0 Public Education / Outreach

4.1 Regulatory Requirements

Requirements for Public Education, as per Title 25 PA Code § 272.421.

(a) A municipality subject to this subchapter shall establish a comprehensive and sustained public information and education program concerning recycling program features and requirements. As part of this program, a municipality shall, at least 30 days prior to the initiation of the recycling program and at least once every 6 months thereafter, notify persons occupying residential, commercial, institutional and municipal premises within its boundaries of the requirements of the ordinance. This notice shall include an explanation of how the system will operate, the dates of collection, and

responsibilities of persons within the municipality and incentives and penalties.

(b) The governing body of a municipality may place an advertisement in a newspaper circulating in the municipality, post a notice in a public place where public notices are customarily posted, including a notice with other official notifications periodically mailed to residential taxpayers, or utilize a combination of the foregoing.

4.2 Public Education /Outreach Program

Based on information provided, the Township education/outreach program appears to meet the above noted requirements for public education e.g. via articles and notices placed in its quarterly newsletter, brochures available at the Township building and postings on its website detailing the recycling program requirements. However, it is suggested that the Township consider adding components to its educational efforts to encourage increased public participation.

The following are suggested components to improve the public education/outreach program gain additional public interest and increase enthusiasm and support. The suggested components listed below are applicable to recycling and/or leaf and yard waste programs.

- ✓ Place advertisements and/or public notices in a newspaper of general circulation, at least 30 days prior to initiation or modification of a recycling program and every six months thereafter. Provide details of the recycling program, its merits and the importance of participation, in an enthusiastic and interesting manner.
- ✓ Prepare and distribute news releases and public service announcements to the local media, heralding the recycling program. Provide program details and accomplishments. Emphasize the importance of the program e.g. waste stream reduction, saving on disposal fees, saving/reuse of valuable resources, reduction of dependence on disposal facilities and, of course, **it is the law**.
- ✓ Form a citizens recycling committee. The committee can monitor the recycling program success, assist in public education and explore the potential for expansion of recycling efforts.
- ✓ Develop a slogan e.g. "Send your leaves to a mulch better place"; "Recycle today for a better tomorrow". Slogans help with program identity and purpose.
- ✓ Develop a logo representing the program that will be readily identifiable. The logo can act as a constant reminder.
- ✓ Prepare an instructional flier, door hanger or brochure, one that is eye catching and to the point: (i.e.: who, what, where, when and why). The flier, door hanger or brochure may be distributed by interested volunteer organizations, or sent with

a newsletter, utility or tax bill. Additional brochures and/or posters should be placed in public buildings, schools, churches and local businesses.

- ✓ A banner or banners can help publicize the program e.g. herald the kick-off of a new or expanded recycling program. The banner may be used repeatedly to reinforce and encourage participation (e.g. on earth day and other events).
- ✓ Distribute promotional items that encourage participation, e.g. a refrigerator magnet, collection calendar, or similar handouts displaying recycling collection requirements and/or schedules. Items that are seen or used regularly will act as a constant reminder.
- ✓ Develop a recycling display detailing the program's benefits, chart participation and avoided cost of disposal. Exhibit the display in a municipal building or school and at various civic events.
- ✓ Develop incentive programs for participation, that is: rewarding households, business and institutions that participate in recycling.
- ✓ Encourage and assist schools to provide for recycling/composting education programs. Youth "will" be constant reminders to adults of the importance of recycling and composting. Youth are often the best educators of adults.

5.0 Options for Curbside Collection

Curbside collection practices used by municipalities for municipal solid waste (MSW) recycling, and/or leaf and yard wastes are as individual and unique as each municipality. What works and is best suited for one municipality is not necessarily well suited to others.

The primary alternatives/options for curbside collection are as follows:

1. Municipal Collection
2. Municipal Contracted Collection
3. Individual Contract/Subscription Collection

NOTE: Although some municipalities opt to use only one curbside collection method to collect MSW, recyclables and leaf and yard waste, most use a combination of two.

5.1 Municipal Collection

Municipal operation of a curbside collection program requires an extensive financial commitment, initially for the purchase of specialized collection equipment and long term for equipment maintenance, labor and program administration costs.

Some of the State's large (urban) municipalities and smaller densely populated municipalities have traditionally provided municipal curbside collection services for MSW and/or recyclables. These are generally well-established programs and have been operating for numerous years. Recently a number of these municipalities have opted to privatize or procure contracted services for their collection programs for MSW and/or recyclables. Municipalities have also opted to contract for collection of leaf and yard waste. Privatization/contracted services generally provide cost savings through economy of scale enjoyed by large companies. Many larger municipalities that have considered contracting for collection services often face political challenges presented by the union representing the municipal employees and/or an existing labor agreement/contract terms. All levels of municipal governments have, over the past few decades, faced ever-increasing responsibilities and resulting rising cost to address infrastructure needs, planning and zoning issues and public demands for additional services. Given the increase in municipal responsibilities and the corresponding financial strain they place on a municipality, costs associated with providing continued or, in particular, new municipal services necessitate scrutiny to avoid adding additional financial burden.

Given the high cost for collection equipment, equipment maintenance and personnel, municipal collection is not the option of choice for the vast majority of municipalities.

5.2 Municipal Contracted Collection

In Pennsylvania, a municipality is required to follow a competitive procurement process if they intend to contract for curbside collection services. This process entails preparation of a procurement document, commonly known as a Request for Proposal (RFP) or Request for Bid (RFB). The document usually provides a detailed description of the requested collection services, municipal background information, requirements for responses, bid forms and general contract terms and conditions. Upon review and evaluation of the responses, the municipality will usually negotiate the final terms and conditions of a contract with the lowest qualified bidder. Concise contract terms and conditions will help ensure a quality level of services and avoid potential areas for conflicts.

Many municipalities who do not wish the burden of providing curbside collection services and/or are seeking the lowest cost option for curbside collection services favor contracting. A number of comparative analyses have concluded that per household cost for curbside collection is lower under a contract system vs. municipal collection or individual contract/private subscription.

Often municipalities who consider contracting for curbside collection service opt not to procure the service. In many cases, regardless of cost savings, municipalities succumb to political pressure applied by residents in support of small haulers and open competition. Specifically, residents often oppose municipal contracting on the basis that the small haulers will go out of business, eliminating future competition and

establishing a monopoly. Concerns regarding the quality and level of service under a municipal contract are often voiced. Residents often favor the service provided under individual contracts. Local haulers are apt to meet the special needs or wants of subscribers e.g. place of collection, types of materials collected or provision of special collection services.

The procurement process described above can be designed to secure one contractor, a single source, to provide specified collection services or more than one contractor to provide various collection services. Alternative methods for procuring private sector collection services include division of a municipality into regions or zones and contracting with multiple haulers.

5.3 Individual Contracts / Subscription Collection

Individual contracts or private subscription for curbside collection services is a system whereby residents contract directly with the hauler of their choice. This system of individual contracting or private subscription is prevalent throughout Pennsylvania by all sizes and types of communities (including private communities).

Although several analyses have shown that individual contracting is the most costly type of all collection service, it is still preferred in many areas. Predominately, collection services provided under individual contracts are by local haulers and/or a mix of larger firms and local haulers. Again, local residents often favor the service provided under individual contracts in that local haulers are apt to meet special needs or wants of the household e.g.: place of collection, types of materials collected or provision of special collection services.

The system of individual contracts or private subscription is redundant and inefficient in that it requires duplication of efforts. Several trucks travel essentially the same routes each collecting only a portion of the households along the way.

Enforcement is, at times, a challenge with this system and may require some enforcement actions to assure compliance with municipal ordinances governing collection and disposition of MSW, recyclables and leaf and yard waste. assure compliance with municipal ordinances governing collection and disposition of

6.0 Request for proposal

Based on the review of collection options/alternatives the Township determined and ERA concurs that it may be in the best interest of the Township (from an efficiency and economic standpoint) to consider a competitive procurement process to contract for curbside collection services.

Competitive procurement is a multi-stepped process. It includes setting objectives, selecting a procurement strategy, defining the service required and key terms and

conditions for business arrangements, preparing the Request for Proposals (RFP), interacting with the proposes, evaluating proposals, selecting a party and negotiating a contract. A successful procurement will attract competitive proposals from qualified parties, obtain attractive terms that meet procurement objectives and result in an equitable contract that fairly serves both parties.

ERA prepared a draft RFP designed to secure competitive bids for the curbside collection of MSW, recyclables and leaf and yard waste. ERA met with the Township to review the draft RFP and discuss the steps involved and the merits of conducting a competitive procurement for curbside collection services.

The draft RFP requires that separate bids for each collection service requested (MSW, recyclables and leaf and yard waste). Separate bids will allow the Township the ability to select one contractor to provide all collection services or to award separate contracts for the various collection services, if it is in the best interest of the Township. The Township at its sole discretion can also reject all bids. A competitive procurement process will allow the Township to compare accurately the existing private subscription system with that of contracted services. The Township may also, with some additional analysis, compare municipal collection to the aforementioned options.

NOTE: Although the processing and marketing of designated recyclables was not specifically included under the scope of work for this study ERA suggests that the Township consider an opportunity that exists to secure these services. The Chester County Solid Waste Authority (CCSWA) has contracted with a private contractor for recyclables (commingled and fiber) processing and marketing services.

The CCSWA purpose was to provide the County with a designated recyclables processing facility and its municipalities and institutions the opportunity to participate in a cooperative recyclables processing and marketing program. Many of the County's municipalities have entered into an agreement with the CCSWA and are currently enjoying the benefits economy of scale afforded by the cooperative program (e.g. stable market outlets and positive prices for recyclable commodities). The potential exists for the Township to share in revenues for marketed recyclables.

ERA suggests that the Township contact the CCSWA to arrange a meeting to discuss in detail the benefits of and potential for participating in the CCSWA processing and marketing cooperative as part of its comprehensive recycling program.

ATTACHMENT A.

DRAFT RECYCLING ORDINANCE

(Available Upon Request)

ATTACHMENT B

TREDYFFRIN TOWNSHIP

DRAFT REQUEST FOR PROPOSAL

DRAFT

Tredyffrin Township

REQUEST FOR PROPOSAL



FOR

CURBSIDE COLLECTION

OF

**RESIDENTIAL MUNICIPAL SOLID WASTE,
RECYCLABLES AND LEAF AND YARD WASTES**

Prepared by:

**Environmental Resources Associates
706 MONROE STREET
STROUDSBURG, PENNSYLVANIA 18360**

CONSULTANTS IN ENVIRONMENTAL RESOURCE MANAGEMENT
ERA



Printed on Recycled Paper

TABLE OF CONTENTS

1.0 STANDARD REQUIREMENTS AND INSTRUCTIONS FOR BIDDING... 1-1

- 1.1 Preparation of Bid 1-1
- 1.2 Bid Security..... 1-1
- 1.3 Pricing 1-1
- 1.4 Taxing..... 1-1
- 1.5 Quantities 1-1
- 1.6 Safety..... 1-1
- 1.7 Qualifications of Contractors 1-2
- 1.8 Disqualification of Contractors 1-3
- 1.9 Equal Employment 1-3
- 1.10 Award of Contract 1-3
- 1.11 Bonds 1-4
- 1.12 Performance 1-4
- 1.13 Observance of Laws..... 1-4
- 1.14 Examination of Community 1-4
- 1.15 Interpretation 1-4

2.0 INFORMATION AND CONDITIONS..... 2-1

- 2.1 General Information 2-1
- 2.2 Contract Procedures 2-1
- 2.3 Pre-Bid Conference 2.1

3.0	TECHNICAL PERFORMANCE REQUIREMENTS	3-1
3.1	Scope of Work - Municipal Waste Collection	3-1
3.2	Scope of Work - Recyclable Materials Collection...	3-3
3.3	Scope of Work – Leaf and Yard Waste Collection, Processing...	3-6
3.4	Work Stoppage.....	3-9
3.5	Equipment	3-9
3.6	Subcontract	3-9
4.0	BONDS AND INSURANCE	4-1
4.1	Bonds	4-1
4.2	Insurance	4-1
4.3	Indemnity by the Successful Bidder	4-3
4.4	Policy Approvals.....	4-3
5.0	PAYMENTS AND INVOICING	5-1
5.1	Payments and Invoicing.....	5-1
5.2	Contact Person	5-2
6.0	AWARD CRITERIA	6-1
7.0	FORMS	
	Signature Page	
	Proposal Bid Form	
	Proposal Bond	
	Qualifications	
	Schedule A - Refuse Collection Equipment	

Schedule B - Recyclable Collection Equipment

Disclaimer Statement

Non-Collusion Affidavit

ATTACHMENTS

Attachment 1: Map of Township

SECTION 1

STANDARD REQUIREMENTS

AND

INSTRUCTIONS FOR BIDDING

1.0 STANDARD REQUIREMENTS AND INSTRUCTIONS FOR BIDDING

1.1 Preparation of Bid

Bids must be written in ink or typewritten and shall be submitted on the forms issued. The Bid Package must include Signature Page, Proposal, Qualifications Statement, Schedules A and B and the Non-Collusion Affidavit. Unsigned bids will not be accepted. No bid will be considered if received after the due date (see Section 2.2). Bidders are expected to examine all instructions, specifications, attachments, and cites pertinent to this Request for Proposals (RFP). Failure to do so will be at the bidder's risk. The person signing the bid must initial erasures or other changes.

1.2 Bid Security

Each bid shall be accompanied by a bid bond signed by a surety company, authorized to do business in Pennsylvania, for Ten Thousand Dollars (\$10,000) or a certified check for Ten Thousand Dollars (\$10,000) to the order of the Tredyffrin Township (Township).

1.3 Pricing

The price is to be inclusive of labor, equipment and all other costs necessary to provide the service. Any discounts for early payment (Invoicing Terms) should be entered on the proposal page and will be considered in the evaluation if the discount period is twenty (20) days or longer.

1.4 Taxing

Tredyffrin Township is exempt from State and Federal taxes. The price bid must be net exclusive of taxes. However, the successful bidder may claim no exemption upon his purchase of materials, supplies, equipment or parts needed to complete bid requirements.

1.5 Quantities

MSW, recyclables and leaf and yard waste quantities estimates shall be the responsibility of the bidders. The Township anticipates the number of households requiring service to be 10,972. The Township may make an award for all or some of the items set forth in the RFP and reserves the right to reject any or all bids.

1.6 Safety

All practices, materials and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local laws.

1.7 Qualifications of Contractor

Bids will only be accepted from contractors who are actively engaged in offering the services called for in the RFP. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Township upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Township or had failed to perform faithfully any previous contract with the Township. Where a service is to be performed by a subcontractor, the bidder must name the subcontractor, and the Township reserves the right to determine whether the named subcontractor is fit and capable to perform the required work.

Each bidder shall submit, with the Proposal, supporting data regarding the qualifications of the Contractor in order to determine whether the Contractor is qualified and responsible. The Contractor must furnish the following information:

- a) Satisfactory evidence that the Contractor, or in the case of a joint venture, the principal partner, has been in existence as a going concern in recycled materials management and/or solid waste management. If the Contractor does not have a minimum of three (3) years experience in solid waste, recycled materials, or leaf and yard waste management, the Contractor shall provide a statement detailing why it is qualified to satisfactorily perform the part of the work in which it does not have the minimum of three years experience.
- b) Evidence that the Contractor is licensed or permitted to do business in the Commonwealth of Pennsylvania, or a sworn statement that it will take all necessary actions to become so licensed or permitted if its bid is accepted.
- c) All bidders must specify the number and type of all packer-type, recyclables and leaf and yard waste collection trucks that will be used during the performance of the contract period. If such equipment is presently owned or leased, the Contractor shall supply detailed inventories by type, model, and year of manufacture and anticipated remaining useful life as of the date of the inventory sheet. All leased equipment shall be listed separately; the time remaining on each leased machine and options of renewal, where applicable, shall be stated. All new equipment to be acquired to accomplish this contract must be available upon the effective date of the commencement of operations.
- d) The names and resumes of the individual(s) who will be considered in responsible charge of Townships Contract.
- e) All information as requested in the Contractor's Qualification Statement Concerning experience and financial ability.
- f) Such additional information that will satisfy the Township that the Contractor is adequately prepared to fulfill the Contract.

1.8 Disqualification of Contractors

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes may be considered sufficient for disqualification of a Contractor and the rejection of its Proposal:

- a) Evidence of collusion among Contractors.
- b) Lack of competency, as revealed by experience or equipment statements as submitted or other sources or documents.
- c) Lack of responsibility, as shown by past work, judged from the standpoint of workmanship as submitted.
- d) Default on any previous performance contracts, within the past five (5) years.
- e) Other causes deemed appropriate by the Township.

1.9 Equal Employment

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color religion, sex, age or national origin. Contractors will take steps to insure employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include but not be limited to the following: employment, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

1.10 Award of Contract

- a) The award will be made to the responsible and qualified Contractor whose proposal, conforming to the RFP, will be most advantageous to the Township in price for the services and other factors considered.
- b) The Township is not bound to select one Contractor for municipal waste, recycling services and leaf and yard waste but may instead choose different Contractors for these services.
- c) The Township reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.
- d) The Township will notify all bidders of the award and return bid sureties to all but the successful bidder.

e) After receiving the contract from the Township, the successful bidder has fourteen-days (14) to enter into a contract or forfeit as liquidated damages the bid security deposit.

f) If the contract is not signed within fourteen-days (14), the Township may then award the service contract to the next most qualified bidder.

1.11 Bonds

Performance bonds must be executed in a form acceptable to the Township (see Section 4.1).

1.12 Performance

In case of default by the selected Contractor, the Township may procure services from other sources and shall hold the Contractor responsible for any costs to the Township to procure the services of a new contractor and for the costs to the Township for providing the services in the interim period between the default and the procurement of a new Contractor.

1.13 Observance of Laws

a) The Contractor at all times shall observe and comply with all Federal, State and Township laws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees in the contract, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or Contract.

b) Any ordinances and regulations issued by Tredyffrin Township.

1.14 Examination of the Township

Bidders shall inspect the entire Township included in scope of services and make their own determination with respect to number of collections, collection types and locations and all other circumstances, which affect the cost of services to be performed. Estimates provided in this RFP are not to be considered as binding and bidders shall assume all patent and latent risk in connection with the aforementioned.

1.15 Interpretation

No verbal interpretation of meaning of the instructions to bidders, specifications, or any other document will be made to any bidder. Supplemental instruction if any will be made as written addendum and sent to all bidders and shall be signed by the bidder and returned with the bid.

SECTION 2

INFORMATION AND CONDITIONS

INFORMATION AND CONDITIONS

2.1 General information

It is the intent of this "Request for Proposal" (RFP) to secure a contractor to provide the following services to the Township:

- Curbside collection and delivery of residential municipal solid waste to disposal facilities designated in Chester County's Municipal Waste Management Plan.
- Curbside collection, processing and marketing of designated recyclables at a location of the contractor's choice.
- Curbside collection, processing and marketing of leaf and yard waste at _____.

2.2 Contract Procedures

- a) Sealed bids will be received at the front desk of the Township Office, until _____ p.m., _____, 2006. Proposals will be publicly opened and read aloud at that time.
- b) The Township will either select a Contractor(s) or reject all bids within sixty-days (60) of the bid opening.
- c) The Township will return bid sureties to all but the three (3) apparent qualified bidders within thirty-days (30) of the bid opening. Bid sureties will be returned to the remaining bidders within thirty-days (30) of the date of a contract with the successful bidder.
- d) Once a Contractor is selected, the Township will prepare a contract and forward it to the Contractor within fifteen-days (15) of the selection.
- e) The successful Contractor has fourteen-days (14) to sign all contract copies and return them to the Township along with the appropriate performance, labor and materials bonds and required insurance certificates.
- f) Within thirty-days (30) of the date that the contract signed by the Contractor is delivered to the Township, the Township will supply the Contractor with a copy of the contract executed by the Township.
- g) The contract with the successful Contractor will be for the specified period beginning _____ and ending on _____, for the collection of residential solid waste; and/or for the collection, processing and marketing of recyclables and/or the collection of leaf waste.

2.3 Pre-Bid Conference

The Township strongly recommends that all potential bidders attend the pre-bid conference on _____, to be held at the Township Building.

SECTION 3

TECHNICAL PERFORMANCE

REQUIREMENTS

3.0 TECHNICAL PERFORMANCE REQUIREMENTS

3.1 Scope of Work - Municipal Waste Collection and Delivery

a) The work to be done under this portion of the contract shall include the total collection, delivery and disposal of residential municipal solid waste; and according to such rules as may be issued by the Township of Tredyffrin and also the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act 101.

b) The bid is for collection of municipal waste from the Township residents and the collection of municipal waste generated by Township facilities.

c) The work includes the furnishing of all labor and the providing and maintenance of a sufficient number of self-propelled packer-type vehicles, and all other equipment required for the prompt and efficient collection and removal of all residential municipal waste accumulated with the territory included in the present boundaries of the Township, as indicated on the accompanying map (Attachment 1).

d) The collection and delivery of residential waste is to be bid for single-family residences as specified in the bid request. The Contractor shall collect municipal waste from all single-family residences in the Township.

e) Bulk Refuse such as screens, rugs, tree trimmings (cut into three-foot lengths and tied in bundles weighing no more than fifty (50) pounds) and other Bulk Refuse will be collected on regular collection days throughout the year at a limit of one item per household, one time per _____. In addition, construction debris limited to one container or bundle of lumber or plaster cut into three-foot lengths and weighing less than fifty-pounds (50) will also be collected on regular collection days.

f) The Contractor shall also provide Bulky Item collection service to residential dwelling units on an individual basis. Bulk Items include such items as, refrigerators, stoves, washing machines, furniture, tires, mattresses, rugs, etc. The Contractor shall provide Bulky Item collection within seven (7) days of notice from the resident of the resident's desire to have any Bulky Item collected and within one (1) day of placement for collection. Bulk Item collection may be made by open trucks with no limitation on size or requirements of container so long as not in the form of debris and as long as limited to household items. The Contractor shall include a price list for collection of Bulk Items as part of their bid. The cost list shall include increases in cost, if any, over the course of the contract period.

g) Bidders' attention is called to the fact that the quantity and tonnage of material to be collected will vary during the life of the contract period. Regardless of quantity, the

Contractor is obligated to meet all conditions of the pertinent specifications.

h) The curbside collection of residential municipal waste shall be _____ per _____.

i) The Contractor has the total responsibility of residential municipal solid waste collection, delivery and disposal and shall bear any and all costs incurred therewith regardless of cause.

j) The Contractor shall maintain a local telephone line or toll-free line. The Contractor shall have a clerk or answering service/device available to receive instructions from the Township representatives and to receive and process inquiries from the public twenty-four hours per day, including holidays, for the term of the contract. The Contractor shall have on duty on all collection days at least one (1) qualified supervisor to be in the field when the collection is being carried out, having for his/her use a two-way radio equipped vehicle so as to ensure a courteous, prompt and efficient method for dealing with requests for service or missed collections made by the Township representatives or the public. The Contractor will be required to record all inquiries or complaints received on a form approved by the Township and supplied by the Contractor, and the form will be summarized on a monthly basis by the Contractor and delivered to the Township.

k) The Contractor shall do all work in such a manner as not to create a nuisance. Municipal waste spilled or scattered on sidewalks, gutters or roadways during the collection shall be immediately cleaned up by the Contractor.

l) All reusable receptacles containing municipal waste, after being emptied by the Contractor, shall be returned without damage to the place from which they were removed.

m) There shall be no deviations from the established schedule, except for the following: New Year's Day (January 1); Martin Luther King Day (third Monday in January); Memorial Day (last Monday in May); Independence Day (July 4th); Labor Day (first Monday in September); Thanksgiving Day (fourth Thursday in November); and Christmas Day (December 25th). Residences scheduled for collection on these holidays shall have collection service for solid waste on the following Saturday or other time as may be agreed on between the Contractor and the Township be made regardless of weather or other conditions which would impede collection such as snow, flood, riot or other disaster unless authorization to suspend collection is obtained from the Township. This authorization may be verbal, but both parties shall confirm the request from the Contractor and the authorization by the Township in writing within one

business day. Pick-ups missed during the event shall be collected according to the holiday schedule and procedures stated in this section.

n) Notification of schedule change by written notice to residents is the responsibility of the Contractor.

3.2 Scope of Work - Recyclable Materials Collection, Processing and Marketing

a) Separate bid must be given (as indicated in the Proposal Form) for the collection of recyclables.

b) Under Pennsylvania Act 101 Tredyffrin Township is mandated to recycle and has adopted an ordinance for mandatory recycling.

c) The Township designated recyclables are:

1. Aluminum beverage cans
2. Glass containers (all colors - amber, green and clear)
3. Tin cans/Bi-metallic cans; and
4. Commingled plastic beverage containers including PET/HDPE
5. Newsprint

Aluminum, glass, tin and plastics will be commingled in the recycling container, and newspaper be set out separately.

d) The work includes the furnishing of all labor and the providing and maintenance of sufficient number of vehicles and other equipment required for the prompt and efficient collection and transportation of all recyclables to be collected under this contract within the territory included in the present boundaries of the Township as indicated on the accompanying map (see Attachment 1).

e) The Contractor shall not be permitted to commingle recyclables collected in the Township with recyclables collected from outside Tredyffrin Township and shall submit said written certification of such on a yearly basis.

f) The Contractor shall leave without damage at the point of collection all reusable recycling containers and any protective covers used to keep the recyclable materials dry.

g) The Contractor shall adequately clean up any materials spilled or blown during the course of collection and/or transportation operations. All collection vehicles shall be equipped with at least one (1) broom and one (1) shovel for use in cleaning up material spillage. The Contractor shall have no responsibility to remove or clean up any unacceptable items which are rejected, as described above, and which have not been handled due to insufficient material preparation by residents.

h) The Contractor shall establish a procedure for receiving and responding to all complaints of missed pick-ups using the telephone line designated in Section 3.1(j). For the purposes of this contract, a complaint of missed collection is a complaint received by the Contractor no later than 12:00 noon on the day following the last regularly scheduled collection day.

i) Missed collections shall be responded to by the Contractor by making collection of materials at the missed residence within twenty-four (24) hours of notification by the Township or resident, or by following the established rejection of unacceptable materials procedure (See Section 3.2 (q)).

j) The Contractor shall supply collection vehicles for the sole purpose of collecting recyclables, which are capable of transporting the recyclables in a condition to maximize marketability.

k) There shall be no deviation from the established schedules, except for New Years' Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Residence scheduled for collection on these holidays shall have collection services for recyclables on the following Saturday or other time as may be agreed on between the Contractor and the Township. Appropriate and timely notice shall be given by the Contractor via newspaper and/or radio advertising of any scheduled pick-up deferred because of scheduled holidays. A Township representative shall approve the manner of notification. Collections shall be made regardless of weather or other conditions, which would impede collection such as snow, flood, riot, or other disaster unless authorization to suspend collection is obtained from the Township. This authorization may be verbal, but other parties shall confirm the request from the Contractor and the authorization by the Township in writing within one (1) business day. Pick-ups missed during the event shall be collected according to the holiday schedule and procedures stated in this section.

l) Changes in collection schedule for recyclables shall be approved by the Township in writing and notification of schedule change by written notice to residents is the responsibility of the Contractor.

m) Bidders' attention is called to the fact that the quantity and tonnage of recyclable material to be collected will vary during the life of the contract period. Regardless of quantity, the Contractor is obligated to meet all conditions of the pertinent specifications.

n) The Contractor shall be required to conduct certain publicity and education efforts to encourage the maximum level of citizen participation in recycling and waste diversion/reduction. At a minimum, the following publicity and education components are required of the Contractor.

1. A Contractor spokesperson shall be available for Township scheduled interviews with the press. The Township publicity activities listed in this section are those the bidder should assume in developing proposal costs and participation.

2. Development of news releases regarding the recycling program for the media.

3. Prepare, print and distribute program information sheet explaining the recycling program method of collection, recyclables preparation and a program schedule for collection.

p) The work to be done shall include _____ week collection of all recyclables designated by the Township from all residential properties that receive municipal waste collection services. Recyclables shall be collected on one of the same days as municipal waste collection. The collection of these materials shall commence on the first regularly scheduled day of municipal waste collection in, 2006, and continue through the balance of the term of the contract.

q) All recyclable materials placed out for collection shall be owned by, and be the responsibility of the occupants of the residential properties (residents), until they are collected by the Contractor. The recyclable materials become the property and responsibility of the Contractor upon the Contractor's acceptance and collection of said items. If the Contractor determines that the recyclables set out by residents are unacceptable due to insufficient preparation of materials, it shall follow the rejection procedure described herein. In the event that improperly prepared materials are placed out for collection, the Contractor shall have the option to collect or to leave the items, and in any case shall leave a sticker or other form of notification approved by the Township explaining the proper method of preparation of recyclable materials. (Notification shall take place on the day the items are rejected or the items shall be considered a missed collection).

If the Contractor elects to collect recyclable materials listed in Section 3.2 (c) above, which are not properly prepared, the Contractor shall assume responsibility for any additional processing required to increase the marketability of those items.

r) Costs incidental to the processing and marketing of recyclables collected under this contract are the responsibility of the Contractor. The Contractor shall maintain for submission to the Township accurate records, in a format as approved by the Township, indicating the tonnage by type of the recyclables (to include designated recyclables, leaf and yard waste and appliances) collected, and delivered to the processing facility under this contract. These records shall be kept on a daily, weekly, cumulative monthly and cumulative annual basis, and shall be submitted to the Township in a manner consistent with the reporting requirements under Section 904 of

Act 101. The Township reserves the right to inspect such records and the record keeping procedures at any time during normal business hours.

s) The Contractor has the total responsibility of recyclables processing and marketing, and shall bear any and all costs incurred therewith regardless of cause. The Contractor retains all revenues from the sale on the recyclables, which they collect in the Township.

t) The Contractor shall be prohibited from disposal of the Township's collected recyclable materials or processed recyclable materials at a landfill or other waste disposal facility. Violation of this contract provision will be cause for termination.

3.3 Scope of Work – Leaf and Yard Waste Collection, Processing

a) Separate bid must be provided (as indicated in the Proposal Form) for the collection of leaf and yard waste.

b) Under Pennsylvania Act 101 Tredyffrin Township is mandated to provide for the collection of leaf and yard waste and has adopted an ordinance for mandatory recycling, which includes collection of leaf and yard waste.

d) The work includes the furnishing of all labor and the providing and maintenance of sufficient number of vehicles and other equipment required for the prompt and efficient collection and transportation of all collection of leaf and yard waste to be collected under this contract within the territory included in the present boundaries of the Township as indicated on the accompanying map (see Attachment 1).

e) The Contractor shall provide paper leaf collection bags or other collection containers (approved by the Township) to be used by residents to store their leaf and yard waste between collections.

f) The Contractor shall adequately clean up any materials spilled or blown during the course of collection and/or transportation operations. All collection vehicles shall be equipped with at least one (1) broom and one (1) shovel for use in cleaning up material spillage. The Contractor shall have no responsibility to remove or clean up any unacceptable items which are rejected, as described above, and which have not been handled due to insufficient material preparation by residents.

g) The Contractor shall establish a procedure for receiving and responding to all complaints of missed pick-ups using the telephone line designated in Section 3.1(j). For the purposes of this contract, a complaint of missed collection is a complaint received

by the Contractor no later than 12:00 noon on the day following the last regularly scheduled collection day.

h) Missed collections shall be responded to by the Contractor by making collection of materials at the missed residence within twenty-four (24) hours of notification by the Township or resident.

i) The Contractor shall supply collection vehicles for the sole purpose of collecting leaf and yard waste, which are capable of transporting the leaf and yard waste to a compost facility.

l) There shall be no deviation from the established schedules, except for except for New Years' Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Residence scheduled for collection on these holidays shall have collection services for recyclables on the following Saturday or other time as may be agreed on between the Contractor and the Township. Appropriate and timely notice shall be given by the Contractor via newspaper and/or radio advertising of any scheduled pick-up deferred because of scheduled holidays. A Township representative shall approve the manner of notification. Collections shall be made regardless of weather or other conditions, which would impede collection such as snow, flood, riot, or other disaster unless authorization to suspend collection is obtained from the Township. This authorization may be verbal, but the request from the Contractor and the authorization by the Township shall be confirmed in writing within one (1) business day by other parties. Pick-ups missed during the event shall be collected according to the holiday schedule and procedures stated in this section.

m) Changes in collection schedule for materials shall be approved by the Township in writing and notification of schedule change by written notice to residents is the responsibility of the Contractor.

n) Bidders' attention is called to the fact that the quantity and tonnage of leaf and yard waste to be collected will vary during the life of the contract period. Regardless of quantity, the Contractor is obligated to meet all conditions of the pertinent specifications.

o) The Contractor shall be required to conduct certain publicity and education efforts to encourage the maximum level of citizen participation in leaf and yard waste collection and waste diversion/reduction. At a minimum, the following publicity and education components are required of the Contractor.

1. A Contractor spokesperson shall be available for Township scheduled interviews with

the press. The Township publicity activities listed in this section are those the bidder should assume in developing proposal costs and participation.

2. Development of news releases regarding the leaf and yard waste program for the media.

3. Prepare, print and distribute program information sheet explaining leaf and yard waste preparation, collection and a program schedule for collection.

p) The work to be done shall include curbside collection of all leaf and yard waste from all residential properties, which receive municipal waste collection services. The collection of these materials shall be provided _____ time(s) a month (during the fall) for the months of _____ and _____, and _____ time(s) a month (during the spring) for the month (s) of _____ and _____.

q) All leaf and yard waste materials placed out for collection shall be owned by, and be the responsibility of the occupants of the residential properties (residents), until the Contractor collects them. The leaf and yard wastes become the property and responsibility of the Contractor upon the Contractor's acceptance and collection of said items. If the Contractor determines that, the leaf and yard wastes set out by residents are unacceptable due to contamination or improper preparation of materials. In the event that improperly prepared materials are placed out for collection, the Contractor shall have the option to collect or to leave the items, and in any case shall leave a sticker or other form of notification approved by the Township explaining the proper method of preparation of leaf and yard waste materials. (Notification shall take place on the day the items are rejected or the items shall be considered a missed collection).

If the Contractor elects to collect leaf and yard waste materials, which are not properly prepared, the Contractor shall assume responsibility for any additional processing required.

r) Costs incidental to the processing and marketing of leaf and yard waste collected under this contract are the responsibilities of the Contractor. The Contractor shall maintain for submission to the Township accurate records, in a format as approved by the Township, indicating the tonnage/cubic-yards leaf and yard waste collected and delivered to the processing facility under this contract. These records shall be kept on a daily, weekly, cumulative monthly and cumulative annual basis, and shall be submitted to the Township. The Township reserves the right to inspect such records and the record keeping procedures at any time during normal business hours.

t) The Contractor shall be prohibited from disposal of the Township's collected leaf and

yard waste at a landfill or other waste disposal facility. Violation of this contract provision will be cause for termination.

3.4 Work Stoppage

A work stoppage by the Contractor's work force shall not be grounds for the Contractor to terminate this agreement. The Contractor will still be required to complete its obligation under this agreement, even if it is affected by a strike, job action or other disruptive labor activity. However, the Township will not impose any penalty nor bring any action against the Contractor to perform the conditions of this contract for the first twenty-four (24) hours of any strike or job action should such strike or job action prevent the collection of municipal waste, recyclable materials or leaf and yard waste by the Contractor during this initial twenty-four (24) hour period. All other rights, remedies and options available to the Township under this contract shall remain unaltered by this Section.

3.5 Equipment

a) The Contractor shall furnish and maintain all trucks, labor, tools, machines, material and equipment necessary and required for the full, proper and efficient conduct of the work. All equipment shall be kept in good order and repair. Each vehicle shall have clearly visible on each side the name and phone number of the Contractor.

b) The Contractor shall keep all trucks and any other equipment used in the collection and removal of municipal waste, recyclables and leaf and yard waste in good repair, well painted, numbered, thoroughly cleaned and disinfected with disinfectants furnished by the Contractor, at least once a week.

3.6 Subcontract

a) The Contractor shall not subcontract any portion of the work to be done hereto except upon the prior written consent of the Township.

SECTION 4

BONDS AND INSURANCE

4.0 BONDS AND INSURANCE

4.1 Bonds

The successful bidder shall furnish a Performance Bond or Irrevocable Letter of Credit to be approved by the Township Solicitor, conditioned upon the true and faithful performance of the contract in the amount of \$_____, _____ percent of the total amount of the contract. Upon the Contractor's successful completion of each year of this contract to the satisfaction of the Township, the Township will release the applicable portion of said bond relating to the year completed.

4.2 Insurance

The Contractor shall maintain, during the life of this contract, at his own expense, the following policies of insurance described herein.

4.2.1: Comprehensive general liability insurance in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence with an aggregate of Three Million (\$3,000,000), combined single limit, including property damage and personal injury coverage, during the effective dates of this contract, or any renewal hereof, in order to protect and save the Township harmless against any and all claims for damage to person, persons, or property arising from the collection, transport, or delivery of rubbish, garbage and recyclables.

4.2.2: Comprehensive automobile liability insurance with respect to both personal injuries and property damage for One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence with an aggregate of Three Million (\$3,000,000), combined single limit, during the effective dates of this contract, or any renewal hereof.

4.2.3: Worker's Compensation insurance, including Occupational Disease and Employer's Liability Insurance, sufficient to cover all employees in its employ during the term of this contract or any renewal thereof. Statutory amounts and coverage should be as required by Pennsylvania Workmen's Compensation and Occupational Disease Laws.

4.2.4: The agreement to be reached based on the bid shall, in all respects, be interpreted, construed, and governed by the laws of the Commonwealth of Pennsylvania. Further, Contractor agrees to comply with any and all State and Federal laws and statutes, which have or may have any connection or application herewith, including but not limited to, Worker's Compensation, Social Security, Unemployment Compensation, and Prevailing Wage Laws.

4.2.5: All policies shall name the Township, their officers, agents, and employees as additional insurers. This coverage shall be reflected on the Certificates of Insurance.

4.2.6: All policies shall carry an endorsement to the effect that the insurance company will provide by certified mail, at least thirty (30) days to the effective date written notice to the Township of any modifications, alterations, or cancellation of any such policy or policies or terms thereof.

4.2.7: The aforesaid policies of insurance, and any others which may be necessary to comply herewith, shall be maintained in amounts of coverage set forth above; shall be designed to protect the Township from all claims for damages, including wrongful death claims of any kind or nature whatsoever which may arise from the operation of the Contractor in the performance of this contract, whether such operations be controlled by the Contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing the obligation incumbent upon the Contractor by the terms of the contract; and shall otherwise indemnify and hold said Township harmless from all manner of claims and lawsuits; and shall provide at insurer's expense, all necessary legal aid, counsel, and representation.

4.2.8: All of the insurance policies herein mentioned shall be issued by an insurance company licensed and authorized to do business in the State of Pennsylvania and shall be obtained and properly endorsed before any operations of the Contractor are commenced with the Township. Said policies shall remain in full force and effect until the expiration of the term of this contract or the completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. The Contractor shall likewise deposit with the Township either the original policies of insurance mentioned or true copies thereof.

4.2.9: It shall be the responsibility of the Contractor, in obtaining the aforesaid insurance coverage, to obtain policies which shall protect the Township from any and all claims whatsoever their nature, regardless of the derivation of said claims, and regardless of whether the same are directed toward recovery of damages for personal injuries, property damage, or other claim of damage, which may be incident to the same. This insurance coverage shall extend to and include policies of liability insurance of all vehicles and equipment utilized or in any way connected with the services to be rendered by the Contractor pursuant to the terms of the contract.

4.3 Indemnity by the Successful Contractor

To the extent permitted by law, the contractor assumes entire responsibility and liability for losses, expenses, demands, and claims in connections with or arising from any

injury, or alleged injury (including death) to any person, or damage, or alleged damage to property sustained or alleged to have been sustained in connection with or to have

arisen from or resulting from the performance of operations by the contractor, and including losses, expenses, or damages sustained by the Township, their agents, representative, and employees from any and all such losses, expenses, damages, demands, and claims and agrees to pay the cost to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, costs, and expenses in connection with or resulting from.

4.4 Policy Approvals

The Contractor, before execution of this contract by the Township, shall file with the Township, for their approval, one copy of each insurance policy required by the terms of this contract.

SECTION 5

PAYMENTS AND INVOICING

5.0 PAYMENTS AND INVOICING

5.1 Payments and Invoicing

The Contractor shall bill the Township for service rendered within ten (10) days following the end of the month. The Township shall pay the Contractor on or before the twenty-fifth (25th) day following the submission of bill. For each non-performance of the contract and requirements of the specifications, the sums designated below shall be deducted from the retainer out of any monies, which may be due or become due to the Contractor under the provisions of the contract:

- a) Failure to clean up spilled municipal waste, recyclables and/or leaf and yard waste, the sum of One Hundred Dollars (\$100.00) for each offense will be paid to the Township.
- b) Failure or neglect to clear and resolve collection complaints within the next scheduled working day is One Hundred Dollars (\$100.00) for each occurrence. However, in the event that a collection complaint (i.e., skipped trash or recycling collection) is repeated at the same address three or more times within the last 12-month period, the Township may immediately impose a fine of One Hundred Dollars (\$100.00) for the third and subsequent complaints without allowing the Contractor the opportunity to avoid the fine by correcting the complaint within the next scheduled working day.
- c) Changing the day of collection without notifying the affected premises or the Township is One Hundred Dollars (\$100.00) for each occurrence.
- d) Starting route collection before _____a.m. is Five Hundred Dollars (\$500.00) for each occurrence.
- e) Failure to remove all municipal waste, recyclables and/or leaf and yard waste by ____ p.m. without approval of the Township shall be Two Hundred Dollars (\$200.00) per occasion.
- f) Contractor will not be subject to deduct for non-performance under 5.1 paragraphs (a), (b), (c), (d) and (e) in the event of hurricane, flood, riot, or other disaster, which might cause abnormal or additional debris.
- g) Failure to implement disciplinary action toward any employee s requested by the Township or designee due to one or more of the following offenses during working hours will result in a penalty of Two Hundred Dollars (\$200.00):

- 1) Intoxication
- 2) The use of loud, profane, vulgar, or obscene language
- 3) Soliciting gratuities from the public for services
- 4) The refusal to collect or handle refuse as herein required
- 5) The wanton or malicious damage of containers or receptacles
- 6) The wanton or malicious scattering or spilling of refuse
- 7) Any other willful disregard of safety or sanitary requirements
- 8) Any act constituting a public nuisance or disorderly conduct

5.2 Contact Person

All inquiries regarding this Request for Proposal shall be written only. Such inquiries and future correspondence, including invoices, and contact regarding this contract and the work shall be directed to:

Name: _____

Title: _____

Address: _____

Telephone: _____

SECTION 6

AWARD CRITERIA

6.0 AWARD CRITERIA

Evaluation will consider:

- Contractor's ability to meet the solid waste collection, delivery and disposal requirements (Section 3.1), recycling collection, processing and marketing requirements (Section 3.2) and/or collection and processing of leaf and yard waste (Section 3.3).
- Demonstrated capabilities of Contractor to provide waste collection, recycling services and/or leaf and yard waste services (Section 1.7).
- Financial capabilities of Contractor.
- Quoted Price.
- Terms and Conditions of contract, and any risks and/or liabilities to be borne by the Township.

The evaluation will be conducted by the Township.

SECTION 7

FORMS

PROPOSAL FORM

TO: Tredyffrin Township Board of Supervisors

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment and services to furnish the requirements called for in the RFP, for the prices stated on the Proposal Form.

The Undersigned hereby certifies that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or on behalf of any person, firm or corporation not herein named, and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

If awarded the Contract, the undersigned Contractor agrees to enter into and perform the contract and to execute and deliver the Contract Document, including the required Certificate of Insurance and Performance Bond, to the Township in accordance with all of the terms of this solicitation.

In submitting this proposal, it is understood that the Township reserves the right to reject any or all proposals, to waive any informalities in any proposal or the solicitation process, and to negotiate any final contract provisions based on the proposals submitted.

In submitting this proposal, the undersigned agrees that no Price Proposal may be withdrawn for a period of 120 days after the date for receipt of proposal and that all Price Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the Township.

Company Name: _____

Address: _____

Signature of Authorized Representative of Contractor: _____

Title: _____

Phone: _____

Trading and Doing Business as (Check One)

Individual

Partnership

Corporation

Federal I.D. # _____ or Social Security # _____

Date: _____

ADDENDUM #1 _____ (date)

ADDENDUM #2 _____ (date)

ADDENDUM #3 _____ (date)

Attest: _____

Affix Corporate (seal)

PROPOSAL BID FORM

Under this Proposal, the Township residential municipal waste shall be collected one time per week, delivered and disposed of at a Chester County approved facility. The Township's residential recyclables shall be collected once every other week (on one of the same days as municipal waste collection) leaf and yard waste shall be collected _____ time per month during the months of _____ and _____ and time per month during the month(s) of _____ and _____.

36-Month Service	Residential MSW Collection	Residential Recyclables Collection	Residential Leaf and Yard Waste Collection
1 st 12 Months			
2 nd 12 Months			
3 rd 12 Months			
Total			

	Year 1	Year 2	Year 3
Per residence MSW cost (3) containers (30 gal.)	_____	_____	_____
Per residence MSW disposal cost (2) containers (30 gal.)	_____	_____	_____
Per bag cost MSW (30 gal.)	_____	_____	_____

Note: If leaf and yard waste collection cost is proposed on a per bag/container basis indicate the cost per bag/container for each year of the contract period.

***Attach Bulk Item disposal cost list for year 1, 2 and 3.**

Date: _____ **\$** _____

PROPOSAL BOND

1. The undersigned _____ ("Authorized Representative") and _____, a surety company legally authorized to do business in the Commonwealth of Pennsylvania ("Surety") if appropriate, to induce the Township ("Beneficiary") to enter into a contract for the municipal waste collection and disposal and/or collection of recyclables and/or collection leaf and yard waste pursuant to the Beneficiary's solicitation dated _____, 2006, agree that in the event the Principal shall (a) attempt to withdraw from the proposal process, (b) fail to execute the contract or (c) fail to provide a Performance Bond (when required), and a certificate of insurance upon award of the contract, the Principal shall, upon demand of the Beneficiary, pay to the Beneficiary the sum of \$10,000., which is a reasonable estimate of fair compensation for the losses and damages, all of which would be impracticable if not impossible to fix precisely, that the Beneficiary will sustain upon occurrence of any event described in clause (a), (b), or (c) above.

2. In the event the Beneficiary shall institute legal proceedings to collect amounts due pursuant to this Bond, then the Beneficiary shall be entitled to collect, in addition to the amount of this Bond, as part of any award or judgment, all court costs, other expenses and attorney's fees for collection incurred by the Beneficiary.

3. If no prior demand for payment has been made by the Beneficiary this Bond shall terminate on _____, 2006, unless mutually agreed upon by both parties to extend said bond. If a demand for payment is made prior to such date, then this bond shall continue to full force and effect until paid in full.

Authorized Representative _____

Name/Title

Signature

Attest: _____

Name/Title

(Corporate Seal)

Signature

Surety: _____

Attest: _____

Attorney-in-Fact
(Attach Power of Attorney)

**CONTRACTOR'S QUALIFICATION STATEMENT CONCERNING
EXPERIENCE AND THE FINANCIAL ABILITY OF**

Name: _____

Address: _____

Telephone: _____ Fax: _____ Date: _____

Submitted for the purpose of presenting and submitting a bid for the collection and disposal of solid waste and the collection of recyclables in the Township of Tredyffrin, the County of Chester, for a period of thirty-six (36) months.

Explanatory

This questionnaire is to be completed by the Contractors desirous of submitting bids in connection with the collection, delivery and disposal of residential waste and collection, processing and marketing of recyclable materials in the Township, Pennsylvania. Each question contained herein must be answered, by giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

Qualifications of Bidders: After the bid opening, the Township may make such investigations as it deems necessary to determine the ability of the bidders to perform the work, and the bidders shall furnish to the Township all such information and data as it may request. The Township reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Township that such bidder is properly qualified and responsible to carry out the obligations of the contract and to complete the work contemplated therein.

If the space provided in this form to answer any questions is not large enough, the Contractor should add additional sheets.

1. a. How many years has your organization been in business as a contractor under your present name? _____

b. In what communities, or for what major clients for the last three (3) years?

2. Have you ever failed to complete any work awarded to you within the last (3) years? _____

If so, when, where and why? _____

3. a. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name within the last (3) years: If so, when, where and why?

b. Has any officer or partner of your organization been in business under any other corporate organization or partnership, which failed to complete a municipal contract within the last (3) years? If so, when, where, and why?

4. Have liens or lawsuits of any kind been filed against any of your contracts? Give full details. _____

5. If a corporation, state:

a. Date when organized _____

b. Under the laws of what state organized _____

c. Names and titles of officers: _____

6. List surety companies and bonding companies which have heretofore bonded you (give name, address and telephone number of company, name and amount of bond for the same) within the last five (5) years.

_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____

_____ \$ _____

7. List any municipal waste collection and/or recyclables collection and/or leaf and yard waste contracts, which your organization has completed in the past three years or is currently performing services.

a. Name of community: _____

b. Approximate population served by you in said community _____

c. Term of Contract: From _____ to _____

d. Were the collections curbside:

e. Name, title, address, and telephone number of the municipal official in charge of collections and/or contract administration.

f. Explain why you did not complete the contract satisfactorily.

The foregoing is a true statement of facts, and I agree that if any statement is found to be incorrect or false then my bid will be subject to rejection by the Township.

Authorized Representative: _____

Signature

Title: _____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF _____, 2006

Notary Public

My Commission Expires: _____

DISCLAIMER STATEMENT

The information contained in this Request for Proposals (RFP) has been prepared for the community of the Township by its consultants based, in part, on information provided to them by others, and such information is believed to be accurate and reliable. However, by its receipt of this RFP, the party whose name appears below remises, releases and forever discharges the Township and its representatives (including staff and consultants and other professional advisors) from any and all claims which such person has, have or may hereafter have arising out of any information contained in this RFP. Any party who intends to submit a response to this RFP is specifically invited to independently verify the accuracy of the information contained herein.

Authorized Representative: _____
Signature

Title: _____

Date: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to a Pennsylvania Antibid-Rigging Act, 73 P.S. Section 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

Contract/Bid No.-----

State of _____:

County of _____:

I state that I am _____ of _____
(Title) (Name of Firm/Company)

moreover, 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 noncompetitive bid.

(5) _____, (Name of firm) its affiliates, subsidiaries, 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:

I state that _____, (Name of firm) understands and acknowledges that

the above representations are material and important, and will be relied on by the Township 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 Township of the true facts relating to the submission of bids for this contract.

(Name of Authorized Representative)

(Signature of Authorized Representative)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF _____, 2006

(Notary Public)

My commission Expires _____