



BID SPECIFICATIONS FOR RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL. YARD WASTE COLLECTION AND COMPOSTING, AND BULK ITEM COLLECTION

BRISTOL TOWNSHIP, BUCKS COUNTY

Bid Questions must be received by	3:00 PM on 9/20/2023	Bristol Township Municipal Building
Pre-Bid Conference	11:00 AM on 9/27/2023	Bristol Township Municipal Building - Auditorium
Bids Due	1:00 PM 10/4/2023	Bristol Township Municipal Building
Bids Opened	1:05 PM 10/4/2023	Bristol Township Municipal Building - Auditorium

Randee J. Elton, Township Manager
Bristol Township
2501 Bath Road
Bristol, PA 19007

September 12, 2023

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals addressed to Ms. Randee J. Elton, Township Manager, will be received at the Bristol Township Municipal Building, 2501 Bath Road, Bristol PA 19007 until 1:00 PM on October 4, 2023. No bid will be accepted after such date and time, and any bids received after such date and time will be returned unopened to the bidder. The sealed bids will be publicly opened and read aloud in the Auditorium of the Bristol Township Municipal Building, 2501 Bath Road, Bristol, PA 19007 at 1:05 PM on October 4, 2023.

It is strongly recommended that all bidders attend a pre-bid conference, which will be held on September 27, 2023, at 11:00 AM in the Auditorium of the Bristol Township Municipal Building, 2501 Bath Road, Bristol, PA 19007. There will be no decisions made at this meeting.

Questions asked during the pre-bid conference, must be submitted by email to Randee Elton at: relton@bristoltownship.org. The cutoff deadline for any questions is September 20, 2023, at 3:00 PM. Failure to submit pre-bid conference questions in writing will be regarded as informal exchanges and will not become a part of the record. Any changes to the bid specifications will be made in writing by an addendum. Any addendums to the bid specifications and/or responses to questions submitted prior to the pre-bid conference will be posted on the Bristol Township website (www.bristoltownship.org) and will be forwarded to all known Bidders email addresses no later than September 25, 2023 by 4:00 PM.

Specifications and information for bidders may be obtained at the Bristol Township Building, Monday through Friday, 8:00 AM to 4:30 PM. Specifications may also be obtained electronically from the Office of the Township Manager at the above address or may be obtained by visiting the home page of the Township's website: www.bristoltownship.org.

Each bid must be made on the "Proposal Bid Form" and signed by a person authorized to make the proposal and bid. Each bid must be accompanied by the requisite bid bond or certified check, Affirmative Action Affidavit, Surety Bid Letter, Bidder's Questionnaire, and Authorization Resolution, as set forth in the enclosed "Specifications for RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING COLLECTION AND YARD WASTE COLLECTION AND COMPOSTING."

The bid bond or certified check must be payable to the Township of Bristol in an amount equal to ten percent (10%) of the total amount of the highest total possible bid amount to guarantee that in the event the bid is accepted and the contract awarded to the bidder, the contract will be duly executed and a performance bond and insurance will be provided to the Township.

Bristol Township reserves the right to reject any or all bids, to waive any defects or irregularities in the bid proposal, and to accept the bid that, in its sole judgment, is in the best interest of the Township.

Randee J. Elton
Township Manager

SECTION 1.0: INSTRUCTIONS TO BIDDERS

1.01 Scope of Services

The work to be performed shall consist of the Municipal Collection in the Township of Bristol, Bucks County, of Solid Waste Collection and Disposal, Recycling Collection and Disposal, Yard Waste Collection and Composting and Bulk Item Collection. The total number of residential dwellings requiring the services specified is estimated to be 16,548.

Table A: 2018-2023* Household Waste (tons)

Service Year	Trash	Yard Waste	Net Trash	Recycling
2018	19,471	2,842	22,313	5,562
2019	19,588	2,762	22,350	5,414
2020	23,066	2,839	25,905	6,067
2021	23,286	2,376	25,662	5,549
2022	22,265	2,215	24,480	5,354
2023*	14,853	1,100	15,962	3,418

*2023 includes January through August 2023

1.02 Background and Current Service Provisions

On January 1, 2014, Bristol Township implemented a fully automated trash and recycling program. The service level changed from twice a week manual collection to once-weekly automated curbside solid waste collection and disposal; once-weekly automated recycling curbside collection and disposal; once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel and once-weekly bulk waste collection and disposal. The current contractor also pays solid waste disposal costs and yard waste processing costs. Collection service is Monday through Friday. The current service contract limits the amount of trash, since trash must be placed inside the Township approved waste carts, however, there is no limit to the amount of recycling a resident may throw out.

As part of the program, residents use a 96-gallon trash and 64-gallon recycling cart. The existing Bristol Township stamped cart containers are the property of Bristol Township. The containers have large wheels and a handle and are compatible with the collection arm on an automated collection truck. Carts must be placed in the street at least three feet apart with the wheels toward the curb and the arrows on the lid pointing toward the street. They must also be at least four feet from any obstacles including cars, trees, mailboxes and utility poles.

Bristol Township employs a full-time recycling coordinator who conducts daily inspections of residential properties to ensure compliance with mandated recycling, educates residents on

proper recycling as a way to reduce contamination, and answers general questions about the township's residential trash program.

1.03 Description of Bids Requested

Primary Bid

Once-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Once-weekly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

The contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day.

The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery.

The following recreational facilities/sites shall be collected once (1) each week for solid waste and recyclables. The Township will be responsible for supplying refuse cans and recycling containers at each site. The contractor shall empty and return same:

Appletree Park: 58 Appletree Drive, Levittown- Tot Lot

Birch Valley Park: 128 Birch Drive, Levittown - Tot Lot

Cedar Ave Park: 516 Main Avenue, Croydon - Walking Path

Firefighters & EMT Park: 130 Greenbrook Drive, Levittown - Basketball, Tot Lot, Pavilion, Walking Path

John Hanks III Park: 2010 Spencer Drive - Basketball, Tot Lot

Green Lynne Park: 11 Green Lynne Drive, Levittown – Tot Lot

Hazel Park: 1920 Hazel Avenue, Bristol – Tot Lot

Hilltop Park: 3105 Hilltop Avenue, Bristol – Tot Lot

Kenwood Park: 20 Kingwood Lane, Levittown – Basketball

Magnolia Park: 376 Magnolia Drive, Levittown – Tot Lot

Main Avenue Park: 1107 Main Avenue, Croydon - Tot Lot

Millcreek Park: 243 Mill Drive, Levittown – Basketball, Swings
Neshaminy Park: 229 Clover Avenue, Croydon – Basketball, Swings
Orangewood Park: 79 Orangewood Drive, Levittown – Tot Lot
Pacific Park: 1219 Pacific Avenue, Levittown – Basketball, Tot Lot
Riverside Park: 1610 Hazel Avenue, Croydon – Fishing Area
Sarah Johnson Park: 5717 Fleetwing Drive, Levittown – Tot Lot, Walking Path
Violetwood Park: 22 Vulcan Road, Levittown – Basketball, Tot Lot
Winder Village Park: 715 Winder Drive, Bristol – Tot Lot
Winder Village Basketball: 4199 Fayette Drive, Bristol – Basketball

The following recreational facilities/sites shall be collected twice (2) each week on Mondays and Fridays for solid waste and recyclables. The Township will be responsible for supplying refuse cans and recycling containers at each site. The contractor shall empty and return same:

Bristol Township Complex: 2501 Bath Road, Bristol – Baseball, Football, Tot Lot, Spray Park, Walking Path
Crabtree Park: 201 Crabtree Drive, Levittown - Basketball, Tot Lot, Walking Path
Croydon Acres Park: 900 Dolores Lane, Croydon – Basketball, Tot Lot, Walking Path
Edgely Park: 2511 Wood Avenue, Edgely - Basketball, Baseball, Tot Lot
Humphrey Park: 5614 Mitchell Road, Levittown – Basketball
John F. Kennedy Park: 3520 Snowden Avenue, Bristol - Walking Path, tot lot, pavilion, multi-use field
Marie Lowe Park: 1226 Marie Lowe Drive, Bristol – Basketball, tot lot
Police Officer’s Park: 1 Indian Creek Parkway, Levittown – Basketball, Tot Lot, Walking Path

The following Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers:

Movie Nights
National Night Out
Fall Festival
Tree Lighting

The contractor agrees to provide and remove, including disposal costs, a total of fifty (50), thirty (30) cubic yard roll off containers per year at no additional cost. The contractor shall provide containers for township-sponsored residential clean-up events that occur in the spring and fall. Materials collected consist of bulk household items. Tires, construction debris and household hazardous waste are not permitted. These cleanup events occur on approximately two separate dates each year. Contractor shall provide a maximum of twelve (12) at any one time at a single location. Any container provided in excess of fifty (50) will be charged at the fee of \$450.00 each.

A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Alternate Bid #1

Once-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Bi-weekly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

The contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day.

The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery.

Recreational facilities/sites included as delineated in Primary Bid. Township-sponsored events cardboard/corrugated trash cans/recycling containers included as delineated in Primary Bid.

Roll Off Containers included as delineated in Primary Bid.

A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Alternate Bid #2

Once-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Once a month Bulk Waste collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

The contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day.

The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery.

Recreational facilities/sites included as delineated in Primary Bid. Township-sponsored events cardboard/corrugated trash cans/recycling containers included as delineated in Primary Bid.

Roll Off Containers included as delineated in Primary Bid.

A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Alternate Bid #3

Once-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Bi-weekly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

The contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day.

The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery.

Township-sponsored events cardboard/corrugated trash cans/recycling containers included as delineated in Primary Bid.

Roll Off Containers included as delineated in Primary Bid.

A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Alternate Bid #4

Once-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Once a month Bulk Waste collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

The contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day.

The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery.

Township-sponsored events cardboard/corrugated trash cans/recycling containers included as delineated in Primary Bid.

Roll Off Containers included as delineated in Primary Bid.

A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Alternate Bid #5

Once-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Bi-weekly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

The contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day.

The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery.

Recreational facilities/sites included as delineated in Primary Bid. Township-sponsored events cardboard/corrugated trash cans/recycling containers included as delineated in Primary Bid.

Each bidder shall provide unit prices for twenty (20) cubic yard and thirty (30) cubic yard roll-off containers for municipal solid waste at locations in the Township, as determined by the Township, to be used for Township purposes. It shall be assumed that the Township may utilize roll-off container service at any time during the life of the contract and shall not be limited or restricted as to quantity or location of roll-off container service other than the unit price submitted with the bid.

A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Alternate Bid #6

Once-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Once a month Bulk Waste collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

The contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day.

The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery.

Recreational facilities/sites included as delineated in Primary Bid. Township-sponsored events cardboard/corrugated trash cans/recycling containers included as delineated in Primary Bid.

Each bidder shall provide unit prices for twenty (20) cubic yard and thirty (30) cubic yard roll-off containers for municipal solid waste at locations in the Township, as determined by the Township, to be used for Township purposes. It shall be assumed that the Township may utilize roll-off container service at any time during the life of the contract and shall not be limited or restricted as to quantity or location of roll-off container service other than the unit price submitted with the bid.

A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Alternate Bid #7

Twice-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Once-weekly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

The contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day.

The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery.

Recreational facilities/sites included as delineated in Primary Bid. Township-sponsored events cardboard/corrugated trash cans/recycling containers included as delineated in Primary Bid.

Roll Off Containers included as delineated in Primary Bid.

A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Alternate Bid #8

Twice-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Bi-weekly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

The contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day.

The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery.

Recreational facilities/sites included as delineated in Primary Bid. Township-sponsored events cardboard/corrugated trash cans/recycling containers included as delineated in Primary Bid.

Roll Off Containers included as delineated in Primary Bid.

A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Alternate Bid #9

Twice-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Monthly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

The contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day.

The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery.

Recreational facilities/sites included as delineated in Primary Bid. Township-sponsored events cardboard/corrugated trash cans/recycling containers included as delineated in Primary Bid.

Roll Off Containers included as delineated in Primary Bid.

A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Alternate Bid #10

Twice-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Bi-weekly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

The contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day.

The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced

by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery.

Township-sponsored events cardboard/corrugated trash cans/recycling containers included as delineated in Primary Bid.

Roll Off Containers included as delineated in Primary Bid.

A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Alternate Bid #11

Twice-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Monthly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

The contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day.

The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery.

Township-sponsored events cardboard/corrugated trash cans/recycling containers included as delineated in Primary Bid.

Roll Off Containers included as delineated in Primary Bid.

A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Alternate Bid #12

Twice-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Bi-weekly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

The contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day.

The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery.

Recreational facilities/sites included as delineated in Primary Bid. Township-sponsored events cardboard/corrugated trash cans/recycling containers included as delineated in Primary Bid.

Each bidder shall provide unit prices for twenty (20) cubic yard and thirty (30) cubic yard roll-off containers for municipal solid waste at locations in the Township, as determined by the Township, to be used for Township purposes. It shall be assumed that the Township may utilize roll-off container service at any time during the life of the contract and shall not be limited or restricted as to quantity or location of roll-off container service other than the unit price submitted with the bid.

A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

Alternate Bid #13

Twice-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Monthly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

The contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day.

The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery.

Recreational facilities/sites included as delineated in Primary Bid. Township-sponsored events cardboard/corrugated trash cans/recycling containers included as delineated in Primary Bid.

Each bidder shall provide unit prices for twenty (20) cubic yard and thirty (30) cubic yard roll-off containers for municipal solid waste at locations in the Township, as determined by the Township, to be used for Township purposes. It shall be assumed that the Township may utilize roll-off container service at any time during the life of the contract and shall not be limited or restricted as to quantity or location of roll-off container service other than the unit price submitted with the bid.

A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

1.04 Examination of the Municipality

Bidder should inspect all areas included within the scope of services so as to make their own judgment with respect to the number of collection locations and all other circumstances affecting the cost of the services to be provided and the nature of the work to be performed. The figures provided herein are not to be taken as binding and contractor shall assume patent and latent risks in connection therewith.

1.05 Specifications

Bidders are advised to carefully examine the Instructions to Bidder, General Specifications, Detailed Specifications, Exhibits and all other documents contained herein to make their own independent evaluation and judgment with respect to the circumstances affecting the cost of services and the manner of their performance.

1.06 Service Areas

The Contractor will be required to collect all solid waste, recyclables, yard waste and bulk; provide all the labor, tools, machinery, plant, and equipment; and perform all the work of collecting, removing, and disposing of municipal waste, and delivery to an approved site for the contract term from each occupied dwelling and/or residence having up to (4) four dwelling units eligible for collection hereunder in the Township of Bristol, including such dwellings and/or residences which may become eligible at any time during the term of the contract hereunder, and all in accordance with all the attached documents.

The successful bidder shall also be required to provide sufficient dumpsters, and collect and dispose of all solid waste, recyclables, and yard waste from the following locations:

Bristol Township Municipal Complex, 2501 Bath Road
Bristol Township Senior Center, 2501 Bath Road
Bristol Township Parks and Recreation Building, 2104 Bath Road
Bristol Township Public Works Garage, 1630 River Road

1.07 Conditions of Service

The Township of Bristol does not make any representations in connection with any of the supplementary materials, which form part of this proposal, specifications, and request for bids (collectively, the documents).

The successful bidder shall receive additional compensation over and above the contractual unit price for any additional occupied residential dwelling units requiring service above the specified number of units in Section 1.01.

Insofar as possible, the contractor in the performance of the scope of services called for in this document must employ such methods or means as will avoid interruption or interference with the operations of the affairs of Bristol Township and shall take the necessary steps to ensure that during the course of performance there will be no infringement on the rights of the public. The contractor, in the performance of the services called for in this document, shall employ such methods, which shall not violate any applicable statutes, regulations or ordinances of the Commonwealth of Pennsylvania, any subdivision thereof or the Township of Bristol, presently and hereafter in effect.

1.08 Preparation of Bids

Each bidder must submit pricing on a per dwelling unit basis for the services requested in these Bid Documents and include the total cost of the contract amount for each year of the contract for the Primary Bid and Alternate Bid options. Failure to conform to this requirement may cause for rejection of a bid by the Township.

Sealed bids addressed to Ms. Randee J. Elton, Township Manager, shall be submitted on the Bid Form until 1:00 PM on October 4, 2023, where they will be publicly opened and read at the Bristol Township Administration Building, 2501 Bath Road, Bristol, PA.

All documents, Bid Bond, Affidavits, and other information accompanying the bids shall be contained in the bid envelope. The bid must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid, made payable to Bristol Township.

Bristol Township reserves the right to reject any or all bids, to waive any defects or irregularities in the bid proposal, and to accept the bid that, in its sole judgment, is in the best interest of the Township.

1.09 Signature of Bidders

The Firm, Corporation, or individual name of a bidder must be manually signed in ink in the space provided on the Bid Proposal Form. In the case of a Firm or Corporation, the title of the Officer signing on behalf of such entity must be stated, the seal of the Firm or Corporation must be affixed, and the Officer executing the document on behalf of the firm or Corporation shall include a certified copy of the form indicating that Officer's authority to submit a bid on behalf of the Firm or Corporation. In the case of a Partnership, the signature of an authorized Partner must be below the Firm name, together with an indication that the signature is that of a Partner. In the event that some other agent of the Partnership submits or executes a bid for the Firm, that individual must include a notarized statement executed by the Partnership, which designates the individual as an Agent authorized to execute and submit the bid.

1.10 Bidders Affidavit

Each bidder shall duly execute and deliver the bidder's Affidavits on the forms attached hereto.

1.11 Withdrawal of Proposal

No bid may be withdrawn, altered, or otherwise modified after it has been duly deposited with or at the office of the Bristol Township Manager.

1.12 Consent of Surety

Each bid shall be accompanied by Consent of Surety from an approved Surety Company that is licensed to conduct business in the Commonwealth of Pennsylvania. The Consent of Surety must be accompanied by a letter stating that the Surety agrees to furnish the required Performance Bond, which is made a condition of the awarding of a contract under the provisions of these Bid Documents.

1.13 Bid Guaranty

Each bid must be accompanied by either a Bid Bond or a certified check in the amount of 10% of the total bid amount, submitted as an unconditional guaranty that in the event the bid is accepted, and the service contract awarded to bidder, such bidder will duly execute the same. The performance of the contract referenced herein shall likewise be duly secured by the required performance bond.

1.14 Affirmative Action Affidavit

Each bidder shall complete, sign, and deliver at the time of the submission of the bid an Affirmative Action Affidavit on the form included herein and made a part of the documents.

1.15 Affidavit of Non-Collusion

Each bidder shall complete, sign, and deliver at the time of the submission of the bid, an Affirmative Action Affidavit on the form included in these Bid Documents.

1.16 Performance Bond

The successful bidder shall furnish Bristol Township a bond for the faithful performance of the contract in an amount equal to the total contract price of the full term of the contract within twenty days after the award of the contract. The face amount of said bond may be reduced at the commencement of the second year of the contract (January 1, 2025) by an amount equal to the base contract price for the first contract year then performed and concluded, and each consecutive year, by the amount equal to the base contract price for that contract year.

Agents of bonding companies who write bonds for the performance of the contract shall furnish the necessary power of attorney, bearing the seal of the company and evidencing such agent's authority to execute the particular type of bond to be furnished, as well as the right of the surety company to do business in the Commonwealth of Pennsylvania, all in forms acceptable to Bristol Township

1.17 Competency of Bidders

Each bidder shall furnish proof that the bidder, or any parent, subsidiary or affiliated entity of the bidder has had at least five (5) years' of experience as either the owner or the principal operator of a business or businesses engaged in the collection, recycling, transportation and disposal of solid waste from municipalities serving in the aggregate not less than 6,000 residential units. Bristol Township shall reject any bid if its investigation fails to indicate that a bidder is qualified to carry out the obligations of the contract and to provide in full the services specified herein in the sole discretion of Bristol Township.

Each bidder must complete and sign the Bidder's Questionnaire included herein and made a part of this request for bids. Failure to include the Bidders Questionnaire at the time of the submission of a bid may cause a rejection of the bid.

1.18 Disposition of Bid Guaranty

As soon as the three lowest responsible bidders have been selected, but in any event no more than sixty (60) days from the date bids are opened, all deposits or bonds submitted with the bids shall be returned to bidders, except the deposits of bonds made by the three lowest responsible bidders shall not be so returned until the contract is awarded and signed. The lowest responsible bidder shall be awarded the contract and shall execute the contract and furnish the required performance bonds or security within twenty (20) days after receiving notice from Bristol Township that such bidder has been so selected. Upon execution and delivery of the contract and the furnishing of the required performance bond or security, the deposits and bonds made by the three lowest responsible bidders shall be returned.

In case the bidder to whom the contract award is made shall fail to execute and deliver the contract and the necessary performance bond or security within twenty (20) days after said award, the award shall be vacated and Bristol Township may then award the contract to the next lowest responsible bidder. The first bidder's deposit of Bid Bond shall be forfeited as liquidated damages, or Bristol Township may, at its option, recover from such bidder the difference between the price of initially awarded bid and the amount of the contract as shall be subsequently awarded, applying said deposit of Bid Bond on account thereof.

If the next lowest responsible bidder shall fail to execute and deliver the contract within twenty (20) days after said award, the award shall be vacated and Bristol Township may then award the contract to the third lowest responsible bidder. The second lowest bidder's deposit or Bid Bond shall be forfeited as liquidated damages, or Bristol Township may, at its option, recover from such bidder the difference between the price of the second awarded bid and the amount of the contract as shall be subsequently awarded, applying said deposit or Bid Bond on account thereof.

If the third lowest responsible bidder shall fail to execute and deliver the contract within twenty (20) days after said award, the award shall be vacated and Bristol Township may pursue any remedy available at law or equity, including but not limited to claims for damages and/or specific performance.

1.19 Interpretation

No interpretation of the meaning of the Bid Documents will be made to any individual bidder. Supplemental instructions, if any, will be made in the form of written addenda which, if issued, will be sent to all parties on record having received the Bid Documents. Failure of any bidder to receive any such addenda shall not relieve the bidder of any obligation under its bid as submitted or from any obligation to conform to the requirements of any such addenda.

1.20 Award of Contract

Any contract award by the Township will be made on or before sixty (60) days following the bid opening date to the lowest responsible bidder, whose bid complies with the requirements of the Bid Documents as determined by the Township in its sole discretion.

The Township reserve the right, in its sole discretion, to reject any or all bids, or to choose that bid which it believes meets the best interests of the Township. The Township also reserves the right to reject any bid that fails to include all documents required to be filed with the bid, and/or that mis-states or conceals any material fact.

The Township shall determine, in its sole discretion, whether a bidder is responsive and/or responsible and may require a bidder to submit additional information to support statements made by a bidder in its bid submission. Each bidder agrees to furnish additional information which may be required by the Township in determining if a bidder is qualified to fulfill the required contract obligations contemplated in these Bid Documents.

The Township reserves the right to waive any non-conformity with respect to any bid, or any error with respect to the same, which does not constitute a substantial departure from the requirements of the Bid Documents, and bidders shall agree that the determination of whether an error or departure is one of substance rests within the sole discretion of the Township.

1.21 Term of Contract

The contract awarded hereunder shall be for a contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods. The Township reserves the right, in its sole discretion, to extend the contract for each of the optional one (1) year periods, or for none of the optional periods.

At any time prior to the expiration of the initial term of the contract the Township may, at their sole discretion, solicit bids for a new residential solid waste and recycling collection contract that will commence at the end of the initial contract.

1.22 Bid

Each bid shall be submitted on the Bid Proposal Form included in these Bid Documents.

1.23 Conditions, Exclusion or Changes to the Bid Conditions or Specifications

No conditions, exclusions or changes to the bid conditions or specifications shall be allowed, except insofar as Bristol Township determines that the resulting bid conditions or specifications would be in the interest of Bristol Township. If the bidder wishes to include any conditions,

exclusions or changes to the bid conditions or specifications, bidder shall provide a full and comprehensive discussion as to why such conditions, exclusions or changes to the bid conditions or specifications are necessary and in the interest of Bristol Township. Bidders are hereby advised that upon the award of a contract, all items, conditions, provisions and procedures set forth in the Bid Documents, and any Addenda or Affidavits pursuant thereto shall be a part of the contract.

1.24 Special Services

RESIDENT EDUCATION:

The Contractor, at Contractor's sole cost and expense, shall prepare and distribute to each residential unit served under this contract, an informational brochure or flyer that contains the Township approved requirements for the solid waste collection and recycling services. The informational flyer may be placed in the Township's newsletter with the prior approval of the Township Manager. The information brochures shall include contractor's local phone number, collection schedule, holidays, description of yard waste, solid waste, and recycling materials appropriate for collection, procedures for disposing of bulk items, appliances, Freon-containing appliances, and yard waste. The Contractor shall provide the Township with an additional 500 copies of the brochure each year. The Contractor shall supply a sample of the informational brochure to the Township Manager's office or designee, for approval, and then distribute it during the month of January (or agreed upon date) each year.

RECORD KEEPING:

1. Solid Waste and Recycling Tonnages: The Contractor shall submit a monthly record of the total tonnage of Solid Waste, Yard Waste, and Recyclables collected for the preceding month.
2. Complaint Log: The Contractor must maintain a monthly complaint log which includes names, addresses, phone number, the date, time, and a brief description of the complaint and its resolution.

VIOLATION NOTICE:

The Contractor shall design an informational notice form to be used to advise owners of dwelling units of non-compliance with local regulation (re: preparation of refuse, weight, bulk item, hazardous material, etc.). Said notice shall be delivered by the contractor directly to the householder on the date of the alleged non-compliance. The design and content of the form must be approved by Bristol Township.

SECTION 2.0: GENERAL SPECIFICATIONS

2.01 Obligation of the Contractor

The contractor, at its own cost and expense, and in strict conformity with the full specifications herein, including the Notice to Bidders, Instructions to Bidders, General Specifications, Detailed Specifications, Exhibits included with the Specifications and Contract, shall furnish all the material, labor and equipment for the collection and transportation of residential solid waste,

recyclable materials and yard waste from the dwelling units of all residential properties, municipal properties and other locations within the Township.

2.02 Obligation of Bristol Township

Bristol Township has adopted and enacted appropriate ordinances to ensure the separation of recyclable materials by each dwelling unit, proper storage and placement of residential solid waste, recyclable materials and yard waste for efficient collection by the contractor, education of the residents in these activities, and enforcement of the provisions of the ordinances. The contractor shall comply with all Bristol Township Ordinances and Resolutions.

Bristol Township shall also be obligated to make payments to the contractor for the collection and transportation services as hereinafter provided for and required under the contract.

2.03 Supervision by the Contractor

The contractor shall designate one responsible supervisor with a suitable vehicle (pickup truck or similar equipped vehicle with a communicative device - radio, mobile phone, etc.) that shall be always present in Bristol Township while collections are being made. Said supervisor shall be available to monitor the collections being made and to receive any complaints, answer any inquiries, and resolve any disputes with respect to the services supplied pursuant to this contract. Further, the contractor shall have available an employee who may be contacted during the hours of collection, Monday through Friday, to respond to any inquiry or complaint in connection with the services and duties being provided hereunder. During non-collection hours, the contractor shall maintain a voice message answering system at this same local telephone number for residents to record any inquiries and/or complaints.

2.04 Notices to the Contractor

The place of business designated in the contractor's proposal and bid is hereby designated as a place at which all notices, letters and other communications shall be served and to which all notices, letters and other communications shall be mailed or delivered. All notices specifically mentioned herein and all other communications of any kind, which may of necessity be hereafter dispatched, may be sent by regular mail, and the contractor shall be deemed to have received said notice. If the document in question has been addressed to the contractor at the aforesaid address and has been deposited in a post-paid envelope or wrapper in any post office box regularly maintained by the United States Postal Service, the date of service of the notice or communication shall be the date on which the same was so deposited in the United States Mail. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor at its place of business delivered to any person under the employ or control of the contractor.

2.05 Inspection

Bristol Township or their respective authorized representatives may inspect the collections being made pursuant to the contract and may require correction of any improper performance or any deficient performance therein through the designated responsible employee or agent of the contractor.

2.06 Competent Workers to be Employed

The contractor shall employ only competent and skillful workers to perform the tasks called for by the terms of the contract and shall furnish a list to the Township of all personnel being employed by the contractor and working on the service contract with the Township, if and when requested to do so. Any failure to comply with any aspect of this provision shall be automatically considered a breach of the contract and the contractor may be deemed in default, at the discretion of Bristol Township

The bidder shall submit a copy of their Safety Training Program regarding all employees engaged in the collection or transportation of solid waste or recycling within Bristol Township. At a minimum, a safety program shall include training components, which comply with the following mandatory, and industry recommended safety standards as found in the latest version of US DOT, PA DOT, OSHA and ANSI Z245 industry standards, with regard to the following training areas:

- A. Commercial Motor Vehicle Operations
- B. Collection Crew Safety
- C. Commercial Container Handling
- D. Energy Control for Vehicle Maintenance and Servicing
- E. Collection and Transfer Vehicles
- F. Unloading procedures at Treatment, Processing and Disposal Facilities

These areas of safety shall include at a minimum the following core training areas:

- A. Basic Hazard Communications (HAZCOM)
- B. Blood Borne Pathogens
- C. Confined Space Entry
- D. Drug and Alcohol Abuse Prevention Programs
- E. Electrical Safety
- F. Emergency Spill Response
- G. Control of Hazardous energy (Lockout/Tagout)
- H. Ergonomics
- I. Fire Safety
- J. Hearing Conservation
- K. Personal Protective Equipment
- L. Powered Industrial Truck Operations
- M. Traffic Control

N. Walking-Working Surfaces

Bristol Township reserves the right to inspect and approve all safety program materials and employee certifications of completion at any time prior to and at any time during the term of any contract awarded.

No employee of the contractor shall be permitted to work within Bristol Township until such time as said employee has completed the minimum training program as outlined herein and signed a certification of completion. All employees shall be provided with training updates on a regular basis: but in no case shall updates take place less than two times per year.

2.07 Liability and Damages

The contractor agrees to indemnify, defend and hold harmless Bristol Township, its elected officials, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature, to the extent alleged and resulting from the negligence or willful misconduct of Contractor and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors, in the performance of the Services, or the breach of this Agreement by Contractor. The Contractor and its employees shall be deemed to be independent contractors as to the Township, and in no event shall either the Contractor or its employees be deemed to be agents or employees of the Township.

2.08 Insurance

The contractor shall maintain insurance issued by an insurance carrier acceptable to Bristol Township to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered in Section 2.08. Such insurance shall be maintained at the contractor's sole expense as follows:

A. The amounts of such insurance.

- (1) Against public liability due to injury or death to persons and damage to property shall be not less than \$2,000,000 as to each occurrence and \$4,000,000 aggregates.
- (2) Against automobile liability due to injury or death to persons and damage to property shall be not less than \$2,000,000 per person and \$4,000,000 per accident.

- (3) Umbrella/Excess Liability coverage in the amount of \$10,000,000 each occurrence. Underlying coverage shall include General Liability, Auto, Liability, and Employer's Liability.
- (4) Against environmental impairment liability (pollution legal liability) shall not be less than \$1,000,000 as to each occurrence and \$2,000,000 aggregates.

B. Contractor shall also carry insurance that will protect it from all claims under any Workmen's Compensation law in effect that may be applicable to them.

The aforementioned policies of liability insurance shall be specifically designated to name Bristol Township as additional insured from all claims and damages, including wrongful death claims, of any kind or nature whatsoever, which may arise from the operations of the contractor in the performance of the service contract whether such operations be controlled by the contractor or by someone either directly or indirectly employed by the contractor for the purpose of accomplishing some obligation upon the contractor by the terms of the service contract.

All of the insurance policies herein mentioned, including the Workmen's Compensation policy, shall be written with companies acceptable to Bristol Township and authorized to do business in the Commonwealth of Pennsylvania, and shall be obtained and properly endorsed before any operations of the contractor are commenced within Bristol Township. All of these said policies shall remain in full force and effect until expiration of the term of the service contract or the completion of all duties to be performed hereunder by the contractor, which ever shall occur later. The contractor shall likewise deposit with Bristol Township original policies of insurance herein mentioned, or certified copies thereof in addition to a Certificate of Insurance as shown in the forms enclosed with this specification.

Each and every policy of insurance herein mentioned and required pursuant to the terms of the service contract, including the Workmen's Compensation policy, shall carry with it an endorsement to the effect that the insurance carrier will convey to Bristol Township by certified mail written notification of cancellation or non-renewal of any such policy or policies or the terms thereof, and said written notice shall be dispatched to Bristol Township Manager at least thirty (30) days prior to the effective date of any such cancellation.

It shall be the responsibility of the contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect Bristol Township from any and all claims, whatsoever their nature, regardless of whether the same are directed toward the recovery of damages for either personal injuries or property damage or any other element of damage which may be incident to and include all direct or indirect employees of the contractor and shall include policies of liability insurance on 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 service contract.

2.09 Correction of Breaches of Non-Performance

In the event that the contractor shall be in breach of the contract, or if the contractor should ever fail to collect the materials required herein, and such breach or failure shall be incurred, per municipality, for a period of two (2) consecutively scheduled pick-up dates, inclusive of holidays, Bristol Township may, at their option, declare the contract in default.

Upon a declaration of default, Bristol Township may notify the contractor's surety on its performance bond of the contractor's default of its obligations hereunder, and require the surety, within seven (7) days of the notice, to: (a) undertake the completion of the contract, (b) provide financial assistance to Bristol Township to remedy the default, and/or (c) pay the full amount of the penal sum of the Performance Bond in complete discharge and exoneration of said Performance Bond. Such options of any of Bristol Township are cumulative to any and all other legal and/or equitable rights of Bristol Township, and may avail itself of any and all available legal and/or equitable remedies available to it against the contractor and/or its surety for the immediate and specific performance of the contract and the payment of all damages sustained by reason of said breach, not to exceed the penal sum of the bond.

In the event of a labor stoppage; labor strike; lockout; destruction of, or damage to, or interruption, suspension or interference with the operation of, the contractor's equipment caused by Acts of God, fires, explosions or other events beyond the reasonable control of the contractor; restraints of government, lawful orders of court, administrative agencies or governmental officers; suspension, termination or interruption of governmental licenses or permits; and/or changes in laws, regulations or ordinances or emergency, then the contractor shall be excused from the performance of the contract, however, under any such circumstance, it is acknowledged that Bristol Township's cost of performing the work specified in the contract to be done during any such period shall be charged to the contractor and paid to Bristol Township as in the case of a default by the contractor.

2.10 Penalties

Bristol Township shall notify the contractor of any and all complaints (and inquiry if necessary) regarding the performance of this contract. It shall be the duty of the contractor to take whatever steps are necessary to remedy the complaints. Failure to remedy the complaints within the time period stipulated by Bristol Township will result in penalties as stated in the schedule below.

Bristol Township may deduct from any monies due, or which may become due the contractor, the penalty according to the following amounts:

- A. Failure to clean up spilled material is Two Hundred Dollars (\$200) for each occurrence.
- B. Failure or neglect to clear and resolve collection complaints within eight (8) working hours is Two Hundred Dollars (\$200) for each occurrence. A working hour is an hour allotted to the contractor for collection i.e., 6:00 AM to 6:00 PM Monday to Friday. However, in the event that a collection complaint (i.e., skipped trash or recycling collection) is repeated at

the same address three (3) or more times within the last 6-month period, Bristol Township may immediately impose a fine of Six Hundred Dollars (\$600) for the third and subsequent complaints without allowing the contractor the opportunity to avoid the fine by correcting the complaint within the appropriate resolution period.

- C. Changing the day of collection without notifying the affected premises or Bristol Township is One Thousand Dollars (\$1,000) for each occurrence.
- D. Starting route collections before 6:00 AM as prescribed in Section 3.05 hereof is Five Hundred Dollars (\$500) for each occurrence.
- E. Collection after 6:00 PM as prescribed in Section 3.05 hereof without approval of Bristol Township affected is Three Hundred Dollars (\$300) for each occurrence.
- F. Failure to provide quality of performance required on a collection route after notification to correct performance factors concerning sorting of recyclables into proper collection bins, or similar violations, is Five Hundred Dollars (\$500) for each occurrence.
- G. Penalty for contractor's contamination of a load of recyclables, or failure to properly separate recyclables, or other action which causes the shipment to be rejected by the recycling center or market is Five Hundred Dollars (\$500) per load. The Contractor is also responsible to transport the contaminated material from the recycling center to an approved disposal site and the disposal of the contaminated material at no cost to Bristol Township.
- H. Failure to collect bulk item appropriately displayed for collection on the specified day of collection is Three Hundred Dollars (\$300) for each occurrence.
- I. For each report of employee misconduct, i.e., use of offensive language, abusive behavior, mishandling or residential property (such as refuse containers), or other reports of violation of Section 3.15 hereof is One Hundred Dollars (\$100) for each occurrence.
- J. Failure to adequately display on both sides of vehicle a sign or placard with letters at least 6" high that properly identifies vehicle as one that picks up either solid waste, recyclable materials, or yard waste is Two Hundred Dollars (\$200) for each occurrence.
- K. Failure to provide a supervisor on the street or to have telephone service as required under Section 2.03 hereof is Two Hundred Dollars (\$200) per occurrence.
- L. Failure of placement of empty containers that block a driveway or street is Three Hundred Dollars (\$300).

Each occurrence shall be considered a separate violation for which a separate penalty may be imposed. Failure to impose a penalty is not a waiver of the violation of contractor's obligation to comply with the terms of this contract; provided however that no fine may be imposed for an occurrence that is more than one year old.

2.11 Payment

The contractor shall be paid by Bristol Township on a monthly basis on or before the last day of the succeeding month. The contractor must prepare and submit an invoice for each month's payment in sufficient time to permit its proper review by the municipality officials.

2.12 Additional Compensation

The contractor shall receive "additional compensation" over and above the bid price for each NEW residential dwelling unit and/or residence built and occupied during the term of this contract. The per dwelling unit compensation shall be pro-rated on a monthly basis for those additional dwelling units to be serviced for that portion of the years or years remaining on the contract. The Township will forward to the Contractor the addresses of all new residential occupancy permits issued which require the service of this contract, provided that the total number of dwelling units exceeds 16,548.

2.13 Assignment

Neither the service provided nor any portion thereof, nor any of the proceeds thereof, may be assigned, sublet, or transferred to any person, firm or corporation, except upon the prior written consent and approval of Bristol Township; provided, however the contract may be assigned to any wholly owned subsidiary of the contractor upon the prior written notice of such assignment to Bristol Township and their consents, which consents shall not be unreasonably withheld. Such assignment shall not release the contractor from any liability under the contract.

2.14 No Waiver of Contract

No violation, breach, or failure of performance shall be deemed to be waived by Bristol Township because of payment, nor be deemed to be a waiver by Bristol Township of its right to terminate the agreement for good cause pursuant to the terms of the contract or this document.

2.15 Contract Administrator

The successful bidder will agree to appoint a contract administrator who will meet on a quarterly basis or as requested with the Township Manager or designee. The purpose of the meeting will be to discuss, review, and rectify complaints. The Township will keep a detailed record of all complaints made by residents and agrees to share these with the Contractor.

2.16 Record Keeping

The contractor must submit a monthly record of the total tonnages of solid waste, yard waste (when applicable) and recyclable materials collected for the preceding month. The report must be submitted with the monthly invoice to the Township.

2.17 Compliance with all Laws:

The contractor shall comply with all Federal, State and Local laws in the performance of services under this contract, including but not limited to Act 90 known as the Pennsylvania Waste Transportation Safety Act of 2002, Act 97 known as the Pennsylvania Solid Waste Management Act of 1980 and Act 101 known as the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988.

SECTION 3.0 DETAILED SPECIFICATIONS

3.01 Definitions

For the purposes of this invitation to bid the following work and phrases shall have the meaning given herein.

“Act 90” shall mean the Pennsylvania Waste Transportation Safety Act of 2002 (P.L. 596, No. 90, June 29, 2002).

“Act 97” shall mean the Pennsylvania Solid Waste Management Act of 1980 (P.L. 380, No. 97, July 7, 1980).

“Act 101” shall mean the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 1988-101, July 28, 1988).

“Aluminum Containers” shall mean empty all-aluminum beverage and food containers.

“Ashes” shall mean the residue resulting from the burning of wood, coal, or other combustibles material. This definition excludes ashes resulting from industrial processing.

“Automated” shall mean the collection of solid waste and/or recyclables at curbside through the process of using an electronic and/or mechanical arm to lift and empty container into the collection truck.

“Bi-Metallic Containers” shall mean empty food or beverage containers constructed of a mixture of ferrous metal, usually tin or steel, and non-ferrous metal, usually aluminum.

“Bulk Waste” shall mean large items of refuse, including, but not limited to, furniture, carpet, tires, and appliances, which require collection in other than conventional compactor refuse collection vehicles.

“Catalogs” shall mean any of a variety of mail-order publications printed on "glossy" coated paper."

"Collector" or "Collector/Hauler" shall mean the contractor, person, firm, agency or public body or employee or agent thereof who is engaged in the collection and/or transportation of solid waste.

“Commercial Establishment” shall mean any establishment engaged in a non-manufacturing or non-processing business, including, but not limited to, stores, markets, offices, restaurants, shopping centers and theaters.

"Compost" shall mean a microbial degradation of organic waste to produce a relatively nuisance-free product of potential value as a solid conditioner.

"Composting Facility" shall mean a permitted plant, establishment, equipment or other operation to produce compost.

"Container" shall mean can, mechanical bin, box, or disposable container used for storage of residential solid waste; wheeled receptacle or can for the storage of recyclable materials; and can, biodegradable paper bags for the storage of yard waste.

"Contractor" shall mean the person to whom a contract has been awarded by Bristol Township to perform the services of these specifications.

"Coordinator" shall mean the individual designated by the governing body to be responsible for solid waste management within the municipality.

"Corrugated Paper" shall mean structural paper material with an inner core shaped in ridged parallel furrows and ridges.

"County" shall mean the County of Bucks, Pennsylvania.

"Curbside Recycling Collection" – the scheduled collection and transportation of recyclable materials placed at the curb or street line by persons residing at a residential property.

"Disposal Facility" shall mean a permitted facility which processes or acts upon solid waste so as to dispose of the material, such as a composting facility, an incinerator, a resource recovery plant, a waste-to-energy facility or a sanitary landfill, etc.

"Ferrous Containers" shall mean empty steel or tin-coated steel food or beverage containers.

"Garbage" shall mean animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods. It does not include wastes from industrial processing or manufacturing of food products, bodies of dead animals, or human or animal excrement.

"Glass Containers" shall mean bottles and jars made of clear, green, or brown glass. Expressly excluded are non-container glass, plate glass, blue glass, and porcelain and ceramic products.

"Governing Body" shall mean the elected officials of the Bristol Township Council.

"Hazardous Waste" shall mean solid waste that is especially harmful or potentially harmful to public health as defined in the Pennsylvania Solid Waste Management Act (Act 97). This shall include, but not be limited to, explosives, toxic materials, and medical wastes. For purposes of

this agreement, hazardous waste does not include small quantities of such waste available on a retail basis to the homeowner (e.g. aerosol cans, pesticides, fertilizers, etc.).

“Incentive Based Recycling Program” shall mean a program which provides direct financial incentive to residents who participate in source separated recycling.

"Incinerator" shall mean an enclosed device using controlled combustion for the primary purpose of thermally breaking down solid waste, and which is equipped with a flue.

“Industrial Establishment” shall mean any establishment engaged in manufacturing or production activities, including, but not limited to, factories, foundries, mills, processing plants, refineries, mines, and slaughterhouses.

“Institutional Establishment” shall mean any establishment or facility engaged in services, including, but not limited to, hospitals, nursing homes, schools and universities.

“Junk Mail” shall mean printed material that is delivered to residential dwellings through the mail system, such as envelopes, advertisements, catalogs, magazines, solicitations and similar materials.

"Landfill" shall mean a land disposal site for the disposal of solid waste.

“Leaf Waste” shall mean leaves, garden residues, shrubbery and tree trimmings, and similar materials, but not including grass clippings.

“Licensed Collector or Licensed Waste Hauler” shall mean a person who has written authorization from the PADEP under Act 90 to collect, haul, transport and dispose of municipal waste.

“Magazines” shall mean printed matter containing miscellaneous written pieces published at fixed or varying intervals. Expressly excluded are all other paper products.

“Multi-Family Housing Property” shall mean property containing more than four (4) dwelling units in one building and all dwellings within the building shall have common ownership.

“Municipal Waste” shall mean any garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial, or institutional establishments and from community activities, and any sludge not meeting the definition of residual or hazardous waste under Act 97 from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant, or air pollution control facility. The term does not include any source-separated recyclable materials.

"Municipal Properties" shall mean lands, buildings, and other facilities owned or controlled by Bristol Township, such as municipal buildings, police buildings, municipal garages, parks, etc.

"Newsprint" shall mean paper of the type commonly referred to as newspaper and distributed at fixed or varying intervals, having printed thereon news and/or opinions, containing advertisements and other matters of public interest.

"Office Paper" shall mean all white paper, bond paper, and computer paper.

"Operator" shall mean any person who manages any solid waste storage, transfer, processing, or disposal operation.

"Paperboard" shall mean a thick paper based material made of pressed paper pulp or pasted sheets of paper; also known as chip board or pressed cardboard. It may also be made from reclaimed paper stock. Commonly used for packaging (i.e. food boxes, gift boxes, pizza boxes) and posters.

"PA DEP" shall mean the Pennsylvania Department of Environmental Protection.

"Person" shall mean any individual, firm, partnership, corporation, cooperative enterprise, trust, federal institution or agency, state institution or agency, municipality, other governmental agency or any other entity or any group of such persons which is recognized by law and is subject to rights and duties.

"Plastic" shall mean empty plastic food and beverage containers, with #1, #2, #3, #4, #5, #6 or #7 imprinted on container.

"Processing Facility" shall mean a permitted plant, establishment, set of equipment or other operation, which processes, handles or otherwise modifies the materials provided to it.

"Recyclable Materials" shall mean those materials which may be processed or re-fabricated for re-use. Such materials may include, but shall not be limited to glass containers, aluminum containers, steel containers, bi-metallic containers, office paper, paperboard, newsprint, junk mail, catalogs, magazines, corrugated paper, and plastics.

"Recycling" shall mean the collection, separation, recovery and sale or reuse of metals, glass, paper, yard waste, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the generation of energy.

"Recycling Center" shall mean a facility established to receive, process, store, handle and ship recyclable materials.

“Refuse” shall mean all solid wastes, except bodily wastes; and shall include, but is not limited to garbage, ashes, bulk waste, rubbish, and street sweepings; except that refuse shall specifically exclude hazardous waste and source separated recyclable materials.

"Regulations" shall mean the municipal waste, recycling, and yard waste regulations developed and adopted by any municipality to govern the separation, storage, collection, recycling, transportation, processing and disposal of municipal solid and recyclable materials.

“Residential Property” shall mean all properties used for residential purposes, regardless of the number of dwelling units, except for multi-family housing properties.

"Residential Solid Waste" shall mean garbage, refuse, and other discarded solid material normally generated at a residential property, including bulk waste.

"Residue" shall mean solid materials remaining after burning, including but not limited to ashes, metals, glass, ceramics, and unburned organic substances.

"Resource Recovery Facility" shall mean a plant, establishment, set of equipment or other operation, which recovers useful materials and/or products, including heat, electricity, and/or recyclable materials from otherwise waste materials.

“Rubbish” shall mean solid waste exclusive of garbage, and non-compostable plant material, wood or non-putrescible solid waste.

"Scavenging" shall mean uncontrolled or unauthorized removal of solid waste materials.

"Solid Waste Management" shall mean the purposeful systematic control of the storage, collection, transportation, processing, and disposal of solid waste.

“Source-Separated Recyclable Materials” shall mean recyclable materials and yard waste that is separated from municipal waste at the point of origin or generation for the purpose of recycling.

“Steel Containers” shall mean empty ferrous or “tin” food or beverage containers.

"Tipping Fee" shall mean the charge or cost to tip, dump or otherwise dispose of a load of materials such as municipal solid waste at a processing or disposal facility.

"Transfer Station" shall mean a facility, which receives and temporarily stores solid waste at a location other than the generation site and which facilitates that bulk transfer of accumulated solid waste to a facility for further processing or disposal.

"Waste-To-Energy Facility" shall mean a plant, establishment set of equipment or other operation, which converts wastes to usable energy forms, such as the incineration of municipal solid waste to produce steam and electricity.

"Wheeled Receptacle" shall mean a ninety-six (96) gallon for trash and sixty-four (64) gallons for recycling capacity plastic mobile cart with molded wheels, plastic lid with snap-on hinge, steel pick-up bar and molded-in handle for easy movement of the cart by householders. The receptacle shall be designed so that the wheels and/or lid may be easily replaced without the need to replace the entire receptacle.

"Yard Waste" shall mean leaf waste as defined above and grass clippings.

3.02 Single Stream Collection of Recyclable Materials

The Township uses Single Stream Collection. Recyclables will be commingled. Every household in Bristol Township is required by ordinance to separate recyclable materials from municipal waste. The list of recyclable materials includes, flattened cardboard, magazines, office paper, brown paper bags, paperboard, newspapers, junk mail, phone books, aluminum cans, clear and colored glass bottles and jars, tins or steel cans, and plastic bottles #1-7. The list of recyclable materials may change over the term of the contract without any adjustment in cost to Bristol Township. All recyclable materials shall be placed in a wheeled receptacle as provided for in section 3.09.

3.03 Schedule and Times

The contractor shall collect residential waste, yard waste, and recyclables, as defined herein, throughout the Township on routes and schedules approved by the Township Manager or designee.

3.04 Holidays

There shall be no residential solid waste, recyclable materials, or yard waste collection service provided on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day. Due to the one-day postponement, the collection of containers will resume as follows, if the holiday is on a Monday, then the Monday collection will occur on Tuesday, Tuesday collection will occur on Wednesday, and so on and so forth. If the holiday is on a Thursday, then the Thursday collection will occur on Friday and Friday collection will occur on Saturday for that week only. Holidays which fall on a Saturday or Sunday do not delay waste removal services for the remainder of the week.

3.05 Collection Hours

The contractor's collection vehicles may start collecting at 6:00 AM and continue to completion of the route, but no later than 6:00 PM with the exception of weather emergencies, Monday through Friday. No collections shall be made on Sunday. Any deviations from these hours must be reported to the Township Manager or designee.

3.06 Collection Locations

The contractor shall collect all household solid waste and recycling wheeled receptacles at the curb or street line prior to the time of collection on designated pickup days. The contractor shall return containers in an orderly manner to the curb or within five feet of roadways, but not in the driveway, walkways, or roadway.

3.07 Routes

The contractor shall establish collection routes and provide such routes to each municipality at least thirty (30) days prior to the start of the contract. The routes, once established, shall not be changed without prior approval from Bristol Township. The contractor shall follow essentially the same routes on each collection day so that the householders will be able to judge roughly when the collection will be made.

3.08 Preparation of Solid Waste and Recyclable Materials for Collection

A) Solid Waste – Per Township code, residential customers must place their residential solid waste in the approved 96-gallon wheeled cart. All solid waste shall be thoroughly drained of water and wrapped securely before placing it in the container. Solid waste, which is too bulky to fit in the container, shall be broken up so as to fit, or may be securely tied in bundles not to exceed 50 pounds in weight or two feet by three feet in length and placed next to the containers at the curb.

B) Recyclable Materials – Per Township code, residential customers must separate recyclables from solid waste. Recyclable materials shall be placed in an approved wheeled receptacle and prepared in accordance with the recycling regulations adopted by Bristol Township

C) Yard Waste – Per Township code, yard waste must be separated from municipal waste. The residents are instructed by Bristol Township to place their yard waste loose in approved hard plastic or metal containers, or in biodegradable paper bags, not to exceed fifty (50) pounds in weight, tied in sections no greater than four (4) feet long, and set out at curbside in similar fashion as residential solid waste.

3.09 Wheeled Receptacles for Recyclable Materials

All residential customers in Bristol Township have a 96-gallon solid waste container and 64-gallon recycling container that was provided to them in January 2014. The contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling

unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly. New containers, as needed, will be replaced by the contractor and owned by the contractor. All wheeled containers must be clean and deodorized prior to delivery. The contractor/hauler shall repair and/or replace any of the carts that are damaged at its expense in a timely manner regardless of whether the contractor/hauler provided the said carts/totes. Carts which are stolen or unlawfully taken from the curbside whether before, during or after collection, shall be reported to Bristol Township and replaced by the contractor/hauler at no additional cost to the township or resident. These wheeled receptacles shall conform to the ANSI2245.30 and ANSI2245.60 standards for conformity and safety.

The color of the recycling containers including lids shall be blue; the color of the solid waste container including the lids shall be green. The universal recycling logo shall be imprinted on the outside of each recycling container.

Additional recycling containers shall be provided at the resident's request to and by the contractor. Any additional container requests will be handled directly to and from the contractor.

3.10 Amount of Solid Waste, Recyclable Materials and Yard Waste to be Collected

All residents are required to place solid waste in a container with closed lids. All solid waste must be in an automated cart with lid closed. No bags on the side of container will be picked up.

Each dwelling unit shall be entitled to set an unlimited amount of recyclable materials each collection day. Each dwelling unit shall be entitled to set an unlimited amount of yard waste each collection day from April 1 to December 15 and during the two collections in January.

3.11 Bulk Waste

Each household shall be entitled to place one item of bulk waste at the curb or other regular collection location on each bulk waste collection day. Those appliances which require special handling by reason of Federal regulations (i.e., freezers, refrigerators, air conditioners, etc.) shall be picked up on a designated day only after having been arranged by property owner and contractor. These items are bulk waste and shall be collected with the costs of any certifications included in this proposal. Such a pickup shall be scheduled not later than two (2) weeks from notification by the property owner. The contractor shall be the sole entity responsible for the arrangements to comply with Federal regulations for those appliances, which require special handling (CFC'S, Etc.). Bulk Waste estimates reports shall be provided to the Township Manager or designee in a format consistent with State reporting requirements and regulations.

3.12 Manner of Collection

The contractor shall instruct the collection crews to make each collection with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible. The contractor is prohibited from blocking intersections with any vehicle equipment.

3.13 Acts of God and Natural Disasters

The contractor shall be excused without penalty from either collecting or cleaning the debris resulting from hurricanes, storms of unusually heavy winds, rain, snow, sleet, hail or other forces, other disasters or phenomena of nature or acts of God which result in blocking or closing streets or which result in the reproduction of substantial quantities of debris littering the streets and roads of the Bristol Township or any private roads and driveways necessary to be used during the collection.

3.14 Disposition of Municipal Waste, Recyclables, and Yard Waste

The contractor shall dispose of all remaining household solid waste, including bulk items at a facility which is permitted by PA DEP to accept such materials and is in compliance with all Federal, State, and County laws.

The contractor shall retain ownership of the recycling materials and shall deliver to an approved PA DEP recycling center.

Yard waste, which is collected, shall be delivered to a Pennsylvania Department of Environmental Protection, Bucks County, or Bristol Township approved composting facility. The Contractor shall pay all costs, including any tipping fees for the processing of yard waste at a composting facility.

3.15 Vehicles, Equipment and Personnel

The Contractor shall clearly display on both sides and back of the vehicle a sign or placard, with lettering at least six inches high, properly identifying the vehicle as one that picks up either residential solid waste, recyclable materials, or yard waste.

All vehicles for the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste must be compatible with the specifications for the township's trash carts. The lifts must be maintained to not cause damage to the collection cart.

All vehicles for the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste shall be registered with, and conform to the requirements of Federal and Pennsylvania DOT regulations, the regulations of the Pennsylvania Department of Environmental Protection and the American National Standards Institute ANSI Z245.1 Standard for mobile Wastes and Recyclable Materials Collection, Transportation and Compaction Equipment Safety Requirements or its latest revision.

All solid waste and yard waste collection and transportation trucks shall be compaction types, completely enclosed and watertight. Subject to the prior approval of Bristol Township Municipality, the Contractor may employ equipment other than compaction type vehicles on streets whose width or height of obstructions precludes the use of such vehicles. The Contractor shall specify whether the vehicles used in the collection process are side, front, or rear loading.

All recycling collection vehicles shall be completely enclosed and shall be designed to prevent spillage of recyclables.

All vehicles shall be equipped with the ability to communicate with the Contractor's garage and supervisor.

All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. In addition, all vehicles shall be of a uniform color and shall be in good repair. Bristol Township shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of this contract. All vehicles shall be equipped with a broom, shovel and floor dry to soak up spills.

Bristol Township may order any of the Contractor's vehicles used in the performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Specifications. In such an event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to Bristol Township.

Numbers and Types of Vehicles:

Each bidder shall submit with their proposal a list of all vehicles and major items of equipment to be used or being used for collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste including the year, make, and body size. The list shall be updated whenever any changes occur to the vehicles and equipment being used.

Cleanup:

All vehicles shall be equipped with a broom, shovel and floor dry to soak up spills to clean up refuse that may be spilled or otherwise scattered during the process of collection, transportation or disposal.

Storage of Vehicles and Equipment:

The contractor shall store and park all vehicles and equipment in convenient and lawful locations at its expense. The contractor's vehicles and equipment shall not be parked or stored on streets or roads of Bristol Township except during hours of collection or in the event of an emergency. In the latter case, Bristol Township shall be promptly notified, and the vehicle or equipment moved to a proper location as soon as possible after the emergency is ended.

Conduct of Employees:

Bristol Township Manager or authorized designee may request a suspension or discharge of any employee for any one or more of the following offenses during working hours, and the contractor shall comply with the request as soon as possible:

- A. Intoxication;
- B. Use of controlled substances (i.e. illicit drugs);
- C. Use of loud, profane, vulgar or obscene language;
- D. Any and all solicitation (gratuities, tips, beverages, etc.)
- E. Refusal to collect or handle refuse as herein required and defined if properly stored and placed for collection;
- F. Reckless or malicious damage or destruction of property, including waste containers or receptacles;
- G. Reckless or malicious scattering or spilling of wastes to be collected under this contract;
- H. Any act which may constitute a public nuisance in the performance of this contract.

3.16 Collection of Appliances Containing Chlorofluorocarbons (CFC's)

It is unlawful for any contractor in the course of collection, transportation or disposal of an appliance containing HCFC's and CFC's to knowingly vent or otherwise knowingly dispose of such appliance in a manner, which permits such CFC's to enter the environment. De minimis releases associated with good faith attempts to safely collect, transport or dispose of such appliances shall not be subject to the prohibition set forth in the preceding sentence. Bristol Township may require certification from contractor of compliance with Section 608(3) (c) National Recycling and Emission Reduction Program of the Clean Air Act, and/or evidence of compliance with all applicable state and federal regulations.

3.17 Contingencies

Non-performance of its obligations by the contractor which are substantial and or such as to endanger the health and welfare of the residents of Bristol Township may be sufficient cause for Bristol Township to terminate the contract and/or require performance under the performance bond of the contractor, provided however, that such option shall not be exercised if the non-performance is caused by the following:

Unavoidable casualties to more than a majority of the collection trucks of the contractor for a period not exceeding three (3) continuous days or a strike or strikes or other labor disputes of the employees of the contractor which prevent operation of the contractor's collection trucks for a period not exceeding three (3) continuous days; legal acts of duly constituted public authorities, other than Bristol Township if such acts are not provoked by any act of omission or commission by the contractor; any act of God and/or natural civil disturbances; and/or war.

Non-performance by the contractor for whatsoever reason, of whatsoever nature, and regardless of whether it is substantial and/or a menace to the health and welfare of the residents of Bristol Township, shall be just cause at the option of Bristol Township for a deduction Bristol Township on monies it expends to provide the services hereunder which would otherwise be due the contractor for performance hereunder, except:

1. The first two (2) consecutive days or parts thereof, including Sundays and/or holidays of a bonafide strike or labor dispute as aforesaid by contractor's employees; and/or
2. The first seven (7) consecutive days or parts thereof, including Sundays and/or holidays, or acts of God which a majority of the contractor's collection trucks are rendered inoperable.

3.18 Hindrances and Delays

The risks and uncertainties in connection with the Contract are assumed by the Contractor as part of its contract and are compensated in accordance with the contract price for the work. The Contractor, except as otherwise definitely specified in the contract, shall bear all loss or damage from hindrances and/or delays from any cause during the progress of any portion of the work embraced in the contract, including all loss or damage arising out of the nature of the work to be completed, or from the action of the elements, inclement weather and floods, pandemic, or from any unforeseen and unexpected conditions or circumstances encountered in connection with the work, or from any cause whatsoever. Except as otherwise definitely specified in the contract, charges other than that so included in the contract price for the work shall not be made by the Contractor against the Township for such loss or damage.

Should the work be stopped by Order of the Township for any cause, other than those authorized in the contract, then and in that event such expense as, in the opinion of the Township, is caused to the Contractor hereby, other than the legitimate cost of carrying on the contract, will be paid by the Township.

EXHIBITS INCLUDED WITH SPECIFICATIONS

Exhibit A	Bid Documents Checklist
Exhibit B	Proposal Bid Form
Exhibit C	Bidder's Affidavit
Exhibit D	Non-Collusion Affidavit
Exhibit E	Bidder Questionner
Exhibit F	Vehicle Dedication Affidavit
Exhibit G	Affirmative Action Affidavit

Exhibit A
BID DOCUMENTS CHECKLIST

- _____ Proposal Bid Form (Exhibit B)
- _____ Bidders Affidavit (Exhibit C)
- _____ Non-Collusion Affidavit (Exhibit D)
- _____ Bidder's Questionnaire (Exhibit E)
- _____ Vehicle Dedication Affidavit (Exhibit F)
- _____ Affirmative Action Affidavit (Exhibit G)
- _____ Consent of Surety (Section 1.12)
- _____ Vehicle Description List (Section 3.15)

- _____ A Bid Guarantee in the form of a Bid Bond or Certified Check in the amount of 10% of the bid made payable to Bristol Township (Section 1.13)

Name of Firm or Individual (Print)

Title

Signature

Date

**Exhibit B
PROPOSAL BID FORM**

The undersigned, having inspected Bristol Township, Bucks County, Pennsylvania, either personally or through duly authorized representatives, and also having read and examined the Bid Documents for residential solid waste, recycling materials, yard waste, and bulk item collection, which are understood and accepted as sufficient for the purpose of submitting a conforming bid, hereby proposes to furnish all labor, equipment, and facilities necessary to commence services contemplated by these Bid Documents on January 1, 2024.

The Township seeks bids on the following in full compliance with the Bid Documents:

Primary BID

Once-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Once-weekly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

Containers

Roll Off Containers included as delineated in Primary Bid.

Recreational Facilities

Collect and dispose of waste and recyclables from the Bristol Township Recreational facilities as defined in the Bristol Township Specifications Section 1.03, contractor shall pay disposal costs. Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers.

Primary BID: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Annual Cost per unit	Total Bid Price
2024 _____	2024 _____
2025 _____	2025 _____
2026 _____	2026 _____

Option Years

Option Years

2026 _____ 2026 _____

2027 _____ 2027 _____

Alternate BID #1

Once-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Bi-weekly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

Containers

Roll Off Containers included as delineated in Primary Bid.

Recreational Facilities

Collect and dispose of waste and recyclables from the Bristol Township Recreational facilities as defined in the Bristol Township Specifications Section 1.03, contractor shall pay disposal costs. Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers.

Alternate BID #1: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Annual Cost per unit

Total Bid Price

2024 _____ 2024 _____

2025 _____ 2025 _____

2026 _____ 2026 _____

Option Years

Option Years

2027 _____ 2027 _____

2028 _____ 2028 _____

Alternate BID #2:

Once-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Once a month Bulk Waste collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

Containers

Roll Off Containers included as delineated in Primary Bid.

Recreational Facilities

Collect and dispose of waste and recyclables from the Bristol Township Recreational facilities as defined in the Bristol Township Specifications Section 1.03, contractor shall pay disposal costs. Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers.

Alternate BID #2: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Annual Cost per unit	Total Bid Price
2024 _____	2024 _____
2025 _____	2025 _____
2026 _____	2026 _____
<u>Option Years</u>	<u>Option Years</u>
2027 _____	2027 _____
2028 _____	2028 _____

Alternate BID #3

Once-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Bi-weekly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

Containers

Roll Off Containers included as delineated in Primary Bid.

Recreational Facilities

Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers.

Alternate BID #3: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Annual Cost per unit	Total Bid Price
2024 _____	2024 _____
2025 _____	2025 _____
2026 _____	2026 _____
<u>Option Years</u>	<u>Option Years</u>
2027 _____	2027 _____
2028 _____	2028 _____

Alternate BID #4

Once-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Once a month Bulk Waste collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

Containers

Roll Off Containers included as delineated in Primary Bid.

Recreational Facilities

Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers.

Alternate BID #4: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Annual Cost per unit	Total Bid Price
2024 _____	2024 _____
2025 _____	2025 _____
2026 _____	2026 _____
<u>Option Years</u>	<u>Option Years</u>
2027 _____	2027 _____
2028 _____	2028 _____

Alternate BID #5

Once-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Bi-weekly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

Recreational Facilities

Collect and dispose of waste and recyclables from the Bristol Township Recreational facilities as defined in the Bristol Township Specifications Section 1.03, contractor shall pay disposal costs. Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers.

Containers

Each bidder shall provide unit prices for twenty (20) cubic yard and thirty (30) cubic yard roll-off containers for municipal solid waste at locations in the Township, as determined by the Township, to be used for Township purposes. It shall be assumed that the Township may utilize roll-off container service at any time during the life of the contract and shall not be limited or restricted as to quantity or location of roll-off container service other than the unit price submitted with the bid.

Alternate BID #5: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Annual Cost per unit	Total Bid Price
2024 _____	2024 _____
2025 _____	2025 _____
2026 _____	2026 _____
<u>Option Years</u>	<u>Option Years</u>
2027 _____	2027 _____
2028 _____	2028 _____

Roll-off Container Unit Price – 3-year contract with two (2) option years

20 cubic yard container	30 cubic yard container
2024 _____	_____
2025 _____	_____
2026 _____	_____
Option Years	
2027 _____	_____
2028 _____	_____

Alternate BID #6

Once-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Once a month Bulk Waste collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

Containers

Each bidder shall provide unit prices for twenty (20) cubic yard and thirty (30) cubic yard roll-off containers for municipal solid waste at locations in the Township, as determined by the Township, to be used for Township purposes. It shall be assumed that the Township may utilize roll-off container service at any time during the life of the contract and shall not be limited or restricted as to quantity or location of roll-off container service other than the unit price submitted with the bid.

Recreational Facilities

Collect and dispose of waste and recyclables from the Bristol Township Recreational facilities as defined in the Bristol Township Specifications Section 1.03, contractor shall pay disposal costs. Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers.

Alternate BID #6: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Annual Cost per unit	Total Bid Price
2024 _____	2024 _____
2025 _____	2025 _____
2026 _____	2026 _____
<u>Option Years</u>	<u>Option Years</u>
2027 _____	2027 _____
2028 _____	2028 _____

Roll-off Container Unit Price – 3-year contract with two (2) option years

20 cubic yard container	30 cubic yard container
2024 _____	_____
2025 _____	_____

2026 _____

Option Years

2027 _____

2028 _____

Alternate BID #7: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Twice-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Once-weekly bulk item collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

Containers

Roll Off Containers included as delineated in Primary Bid.

Recreational Facilities

Collect and dispose of waste and recyclables from the Bristol Township Recreational facilities as defined in the Bristol Township Specifications Section 1.03, contractor shall pay disposal costs. Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers.

Alternate BID #7: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Annual Cost per unit

Total Bid Price

2024 _____ 2024 _____

2025 _____ 2025 _____

2026 _____ 2026 _____

Option Years

Option Years

2027 _____ 2027 _____

2028 _____ 2028 _____

Alternate BID #8

Twice-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Bi-weekly Bulk Waste collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

Containers

Roll Off Containers included as delineated in Primary Bid.

Recreational Facilities

Collect and dispose of waste and recyclables from the Bristol Township Recreational facilities as defined in the Bristol Township Specifications Section 1.03, contractor shall pay disposal costs. Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers.

Alternate BID #8: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Annual Cost per unit

Total Bid Price

2024 _____ 2024 _____

2025 _____ 2025 _____

2026 _____ 2026 _____

Option Years

Option Years

2027 _____ 2027 _____

2028 _____ 2028 _____

Alternate BID #9

Twice-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Once a month Bulk Waste collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

Containers

Roll Off Containers included as delineated in Primary Bid.

Recreational Facilities

Collect and dispose of waste and recyclables from the Bristol Township Recreational facilities as defined in the Bristol Township Specifications Section 1.03, contractor shall pay disposal costs. Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers.

Alternate BID #9: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Annual Cost per unit	Total Bid Price
2024 _____	2024 _____
2025 _____	2025 _____
2026 _____	2026 _____
<u>Option Years</u>	<u>Option Years</u>
2027 _____	2027 _____
2028 _____	2028 _____

Alternate BID #10

Twice-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Bi-weekly Bulk Waste collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

Containers

Roll Off Containers included as delineated in Primary Bid.

Recreational Facilities

Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers.

Alternate BID #10: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Annual Cost per unit	Total Bid Price
2024 _____	2024 _____
2025 _____	2025 _____
2026 _____	2026 _____
<u>Option Years</u>	<u>Option Years</u>
2027 _____	2027 _____
2028 _____	2028 _____

Alternate BID #11

Twice-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Once a Month Bulk Waste collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

Containers

Roll Off Containers included as delineated in Primary Bid.

Recreational Facilities

Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers.

Alternate BID #11: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Annual Cost per unit	Total Bid Price
2024 _____	2024 _____
2025 _____	2025 _____
2026 _____	2026 _____
<u>Option Years</u>	<u>Option Years</u>
2027 _____	2027 _____
2028 _____	2028 _____

Alternate BID #12

Twice-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Bi-weekly Bulk Waste collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

Containers

Each bidder shall provide unit prices for twenty (20) cubic yard and thirty (30) cubic yard roll-off containers for municipal solid waste at locations in the Township, as determined by the Township, to be used for Township purposes. It shall be assumed that the Township may utilize roll-off container service at any time during the life of the contract and shall not be limited or restricted as to quantity or location of roll-off container service other than the unit price submitted with the bid.

Recreational Facilities

Collect and dispose of waste and recyclables from the Bristol Township Recreational facilities as defined in the Bristol Township Specifications Section 1.03, contractor shall pay disposal costs. Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers.

Alternate BID #12: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Annual Cost per unit	Total Bid Price
2024 _____	2024 _____
2025 _____	2025 _____
2026 _____	2026 _____
<u>Option Years</u>	<u>Option Years</u>
2027 _____	2027 _____
2028 _____	2028 _____

Roll-off Container Unit Price – 3-year contract with two (2) option years

20 cubic yard container	30 cubic yard container
2024 _____	_____
2025 _____	_____
2026 _____	_____
Option Years	
2027 _____	_____
2028 _____	_____

Alternate BID #13

Twice-weekly automated curbside solid waste collection and disposal.

Once-weekly automated recycling curbside collection and disposal.

Once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel.

Monthly Bulk Waste collection and disposal.

The contractor shall pay solid waste disposal costs and yard waste processing cost.

Containers

Each bidder shall provide unit prices for twenty (20) cubic yard and thirty (30) cubic yard roll-off containers for municipal solid waste at locations in the Township, as determined by the Township, to be used for Township purposes. It shall be assumed that the Township may utilize roll-off container service at any time during the life of the contract and shall not be limited or restricted as to quantity or location of roll-off container service other than the unit price submitted with the bid.

Recreational Facilities

Collect and dispose of waste and recyclables from the Bristol Township Recreational facilities as defined in the Bristol Township Specifications Section 1.03, contractor shall pay disposal costs. Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers.

Alternate BID #13: 3-YEAR CONTRACT WITH TWO (2) OPTION YEARS

Annual Cost per unit	Total Bid Price
2024 _____	2024 _____
2025 _____	2025 _____
2026 _____	2026 _____
<u>Option Years</u>	<u>Option Years</u>
2027 _____	2027 _____
2028 _____	2028 _____

Roll-off Container Unit Price – 3-year contract with two (2) option years

20 cubic yard container	30 cubic yard container
2024 _____	_____
2025 _____	_____
2026 _____	_____
Option Years	
2027 _____	_____
2028 _____	_____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Phone: _____ Fax: _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit (Exhibit C).

Exhibit C
BIDDERS AFFIDAVIT

I, _____ being duly sworn, depose that I reside at
_____, _____, and that I am the
_____ of _____.

(Title)

(Name of Bidder)

I am duly authorized to sign the bid and that the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that each, every and all the declarations and statements contained in the bid and any and all affidavits, questionnaires and documents submitted pursuant to the proposal for bids are true and accurate to the best of my knowledge and belief.

(Affiant)

Subscribed and sworn before me

This _____ day of _____ 2023.

(Notary Public)

My commission expires: _____

SEAL

Exhibit D
NON-COLLUSION-AFFIDAVIT

STATE OF _____)

SS:

COUNTY OF _____)

I, _____, being duly sworn, depose and say that I am
(Affiant)

(sole owner, a partner, president, secretary, etc.)

of _____
(Bidder's name)

the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any person, to fix the bid price of affiant or other bidder, or to fix overhead, profit or cost element of said bid price, or of that any other bidder, or to secure any advantage against Bristol Township or any person interested in the proposed contract; and that all statements contained in such bid are true; and further that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association of to any member or agent thereof.

(Affiant)

Sworn and subscribed to before me
this _____ day of _____, 2023.

(Notary Public)

(Seal)

My commission expires _____

Exhibit E
BIDDER'S QUESTIONNAIRE

Each bidder shall provide the following information as an integral part of his or its bid; and failure to answer all questions will render such bid as irregular and non-responsive.

1. How many years' experience in the collection of municipal solid waste has your organization (bidder and/or bidder's parent subsidiary or affiliated corporations) had?

2. List the municipalities you or your organization are now providing collection services for, the number of units serviced in each municipality and the names of the responsible municipal official in each to whom you report:

Municipality

Number of Units Serviced

Report to

3. Indicate the local telephone number for your office which will be available to receive service calls from both the residents of the township and township officials.

4. List equipment you intend to use for the performance of the service contract? (Attach separate sheet with year, make and body size.)

5. Have you or your organization, or any partners or officers thereof, failed to complete a municipal collection contract or defaulted under any such contract? Is so, where?

6. Is your company associated with any other companies directly and/or indirectly?

(yes_____ no_____) if so, give details.

7. Did you or your organization, or any partners or officers thereof, when deemed the lowest bidder on a municipal collection contract withdraw your bid, his or its bid? If so, for what reason?

8. Did you or your organization, or any partners or officers thereof, when deemed the lowest bidder on a municipal collection contract, attempt to sell such bid? If so, for what reason?

9. Have you or your organization, or any partners or officers thereof been a party to any lawsuits or legal actions, whether for a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details and disposition of the matter.

10. Are there any unsatisfied judgments recorded against you, your organization or any partners or officers thereof? If so, give details, including the name and address of each judgment creditor, and the amount of each judgment.

Dated: _____

Bidder: _____

By: _____

Title: _____

Exhibit G
AFFIRMATIVE ACTION AFFIDAVIT

I, _____, being duly sworn, depose and say that I reside
(Name of Affiant)
at _____, and that I am the _____ of
(Title)
_____. In such capacity and for and on behalf of
(Company)
_____ it is hereby affirmed and agreed as follows:

1. _____ will not discriminate against an
(Name of Bidder)
employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex.

2. _____ will take affirmative action to insure that
(Name of Bidder)
all applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. _____ will in all solicitations or advertisements for
(Name of Bidder)
employees placed by or on behalf of _____ state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sex.

(Affiant)

(Name of Company)

Sworn and subscribed to before me this _____ day of _____, 2023.

My commission expires _____

(Notary Public in and for County)

