

BIDDING DOCUMENTS
FOR
THE COLLECTION, REMOVAL AND DISPOSAL
OF MUNICIPAL SOLID WASTE AND
RECYCLABLE MATERIALS ACCUMULATED IN
THE TOWNSHIP OF ANNVILLE
LEBANON COUNTY
PENNSYLVANIA
JUNE 2022

**ANNVILLE TOWNSHIP
BOARD OF COMMISSIONERS**

**P. O. BOX 178
ANNVILLE, PA 17003-0178**

**PHONE: (717) 867-4476
FAX: (717) 867-0916**

RECEIPT

I, the undersigned hereby acknowledge the receipt of the following items:

1. Advertisement
2. Bid Proposal
3. Bid Bond
4. Specifications
5. Non-Discrimination Affidavit
6. Non-Collusion Affidavit
7. Agreement
8. Performance Bond

Signature: _____

Date: _____

Firm Name: _____

Address: _____

Telephone: () _____

Fax No: () _____

Email Address: _____

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Firm Name: _____

Address: _____

Telephone: () _____

Fax No: () _____

Email Address: _____

**ADVERTISEMENT FOR BIDS
REFUSE AND RECYCLING COLLECTION**

The Annville Township Board of Commissioners will receive sealed proposals for furnishing all labor, equipment, vehicles, insurance and all other things necessary or incidental to the Collection, Removal and Disposal of Municipal Solid Waste and Recyclable Materials Accumulated in the Township of Annville, Lebanon County, Pennsylvania until 3:00 P.M. on Friday, June 24, 2022 at Annville Town Hall, 36 North Lancaster Street, P.O. Box 178, Annville, Pennsylvania 17003 at which time and place they will be publicly opened and read. Specifications and Bidding Documents may be obtained at Annville Town Hall at the above address Monday through Friday between 8:00 A.M. and 4:30 P.M. and on the Annville Township website, www.annvilletwp.com. Proposals must be sealed, plainly marked "REFUSE AND RECYCLING COLLECTION PROPOSAL", and delivered not later than the designated date and time to the Annville Town Hall at the above address. The proposals shall be firm for sixty (60) days from June 24, 2022. Bid Bond or Certified Check in the amount of \$3,000.00 must accompany any bid submitted. Annville Township reserves the right to reject any or all proposals.

Karen A. Gerhart
Township Secretary

PROPOSAL

TO: ANNVILLE TOWNSHIP BOARD OF COMMISSIONERS
Annville Township, Lebanon County, Pennsylvania

FOR: THE COLLECTION, REMOVAL AND DISPOSAL OF MUNICIPAL SOLID WASTE
AND RECYCLABLE MATERIALS ACCUMULATED IN THE TOWNSHIP OF
ANNVILLE, LEBANON COUNTY, PENNSYLVANIA

Pursuant to and in compliance with the request for bids on the above captioned work, the undersigned offers to furnish all labor, equipment, vehicles, insurance and all other things necessary or incidental to THE COLLECTION, REMOVAL AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS ACCUMULATED IN THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY, PENNSYLVANIA, complete in every respect, in strict accordance with the Contract Documents as defined in the Specifications and any future changes therein as provided in the Contract and Specifications, and to perform all other obligations imposed by the Contract for the prices named in the following schedule:

Municipal Solid Waste and Recyclable Materials
Three Year Contract (September 1, 2022 to August 31, 2025)

TOTAL AMOUNT OF BID (in figures) \$ _____

(in words) Dollars

PRICE PER YEAR (in figures) \$ _____

(in words) Dollars

Fourth Year Option (Optional upon mutual consent of the parties)
(September 1, 2025 to August 31, 2026)

BID FOR FOURTH YEAR OPTION (in figures) \$ _____

(in words) Dollars

Fifth Year Option (Optional upon mutual consent of the parties)
(September 1, 2026 to August 31, 2027)

BID FOR FIFTH YEAR OPTION (in figures) \$ _____

(in words) Dollars

The Specifications and all papers required by it and submitted herewith, the Contract and all papers made part thereof by its terms, are hereby made part of this Proposal.

The undersigned Bidder hereby represents that:

1. He has visited Annville Township and inspected the street network therein;
2. He has carefully examined the Proposal Form, Contract, and Specifications along with the Ordinances referred to in said Specifications;
3. No officer, agent or employee of Annville Township is personally interested, directly or indirectly, in this Proposal and the accompanying Contract, or the compensation to be paid thereunder;
4. This Proposal is made without connection to/with any person, firm or corporation making a Proposal for the same work, and in all respects is fair and without collusion or fraud;
5. Should this Proposal be accepted by Annville Township, he will execute the Contract and furnish properly executed Bonds and Insurance Certificates within the time and in the forms and amounts required by the Contract Documents as defined in the Specifications, and that upon his failure, neglect or refusal to do so he shall forfeit to the Township the Proposal Security (Bid Bond) accompanying this Proposal not as a penalty, but as liquidated damages.

DATED: _____

ATTEST/WITNESS

CONTRACTOR
Corporation / Individual / Partnership

Title

By: _____
Title

Title

Title

Business Address -- Street

City State Zip Code

() _____
Telephone

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we _____, PRINCIPAL and _____, of the City of _____, State of _____, a corporation existing under the laws of the State of _____, and authorized to transact business in the Commonwealth of Pennsylvania, as SURETY, are held and firmly bound unto the TOWNSHIP OF ANNVILLE, Lebanon County, Pennsylvania, hereinafter called OBLIGEE, in the sum of THREE THOUSAND DOLLARS (\$3,000.00), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGEE IS SUCH that whereas the PRINCIPAL has submitted the accompanying Proposal or Bid dated _____, 2022 for THE COLLECTION, REMOVAL AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS ACCUMULATED IN THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY, PENNSYLVANIA:

NOW, THEREFORE, the condition of this Bond shall be such that if the PRINCIPAL shall furnish to the OBLIGEE Bonds with good and sufficient surety as may be required by the Contract Documents, and upon due acceptance of said Proposal and award of a Contract to him by the OBLIGEE, shall execute and deliver this Agreement and shall furnish to the OBLIGEE proper evidence of effectiveness of insurance coverage, respectively, within the times, in the forms and in the amounts as appropriate, required by the Contract Documents, then this Bond shall be void; otherwise, this Bond shall be and shall remain in full force and effect.

The PRINCIPAL and the SURETY agree to pay the OBLIGEE the difference between the amount of said Proposal, as accepted by the OBLIGEE, and any higher amount for which the required work shall be contracted for by the OBLIGEE, together with any additional advertising costs, legal fees and any and all other fees and expenses incurred by the OBLIGEE by reason of the failure of the PRINCIPAL to enter into such Agreement with the OBLIGEE, or to furnish such Bonds, or to furnish evidence of effectiveness of such insurance coverage; Provided, however, that: (1) the obligation of the SURETY shall not exceed the stated principal amount of this Bond; and (2) if the OBLIGEE should not procure an executed Contract with any other person for the performance of the work contemplated in said Proposal, as accepted by the OBLIGEE, upon the same terms and conditions, other than price as provided in the Contract Documents, within the period provided in the Contract Documents during which no proposals of bidders may be withdrawn, whether because of the lack of other Proposals, or because of the inability or refusal of any other bidder to enter into an appropriate Contract, or because the cost under any higher proposal would be greater than the OBLIGEE shall determine, in its sole discretion, that it can afford, then the PRINCIPAL and the SURETY agree to pay to the OBLIGEE the full amount of this Bond as liquidated damages.

It is the intention of the parties hereto to be legally bound by this instrument.

IN WITNESS WHEREOF, the above bounded Parties have executed this instrument under their seals this _____ day of _____, A. D., _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

Corporation - Contractor

By: _____

WITNESS:

Individual - Contractor

WITNESS:

Partnership - Contractor

Partner

Partner

ATTEST or WITNESS:

Surety

By: _____
Attorney-In-Fact

**SPECIFICATIONS
FOR THE COLLECTION, REMOVAL AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS
ACCUMULATED IN THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY,
PENNSYLVANIA**

GENERAL

The Contractor shall collect, remove and transport in an approved manner as hereinafter specified, all municipal solid waste and recyclable materials accumulated within the limits of Annville Township, hereinafter referred to as the "Township", by the residential property owners and tenants of the Township, with covered, approved equipment in the manner and in accordance with the specifications set forth herein and also as embodied in any Ordinance adopted by the Annville Township Board of Commissioners and any amendments thereto, and according to the collection schedule prescribed. Property owners and tenants hereinbefore mentioned shall include owners of premises presently developed and all premises as developed during the term of this Contract. Refuse is to be transported to the Greater Lebanon Refuse Authority landfill located in North Annville and North Lebanon Townships, Lebanon County, Pennsylvania, and recyclable materials to a disposal facility where collected recyclable materials will be delivered.

Charges made by the Greater Lebanon Refuse Authority landfill or by any other duly designated landfill shall be billed directly to and paid directly by the Township. The Contractor shall not be responsible for such payments or billings. The Contractor shall be required to provide documentation with respect to refuse taken to the landfill as is required by the Township.

Charges made by any processing facility for recyclable materials shall be the responsibility of the Contractor. The Contractor shall be billed directly for such charges and shall pay such charges. The Contractor shall be required to provide documentation with respect to recyclable materials taken to a processing facility as may be required by the Township.

Collections of municipal waste and recyclable materials shall be made in accordance with the collection schedule hereinafter prescribed. All refuse collected must be disposed of at a place of disposal under permit of the Pennsylvania Department of Environmental Protection. "Bulky Rubbish" and "Green Waste" as defined below under Definitions are to be excluded from the bid.

COLLECTION SCHEDULE

The collection and removal of municipal solid waste, exclusive of "bulky rubbish" and "green waste" as hereinafter defined, shall be made from various sections of the Township at the option of the Contractor with final approval by the Township. Collection shall be made pursuant to the schedule set forth for the same in §20-104 of Chapter 20 of the Codified Ordinances of Annville Township, namely on a weekly basis.

Before starting work on the contract, the Contractor shall determine an established route convenient and most economical to him. After approval by the Township, notice of such route shall be given all owners and tenants of the Township in order that such owners and tenants may conform to Chapter 20 of the Codified Ordinances of Annville Township, in placing refuse at their premises, viz., at one place only.

DEFINITIONS

- A. **Aluminum Cans** means empty all-aluminum beverage and food containers.
- B. **Ashes** means the residue resulting from burning of wood, coal, coke or other combustible material.
- C. **Bi-Metal Containers** means empty metal beverage or food containers consisting of steel and aluminum.
- D. **Bulky Rubbish** means discarded furniture and large household appliances including without being limited to refrigerators, stoves, washing machines, bathtubs, sinks, commodes and the like.
- E. **Clear Glass** means empty bottles and jars made of clear transparent glass. Expressly excluded are non-container glass, automobile glass, plate glass, blue, green or amber glass, lead crystal, and porcelain and ceramic products.
- F. **Colored Glass** means empty bottles and jars made of green or amber glass.
- G. **Contractor** means a private firm awarded a contract to perform a service.
- H. **Disposal** means the storage, collection, loading and unloading, and handling of refuse.
- I. **Disposal Facility** means a facility which processes or acts upon solid waste so as to dispose of the material, including but not necessarily limited to a composting facility, an incinerator, or a resource recovery plant, a waste-to-energy facility or a sanitary landfill.
- J. **Garbage** means all putrescible animal and vegetable matter resulting from the storage, handling, preparation, cooking and consumption of food.
- K. **Green Waste** means grass clippings, shrubbery trimmings, tree branches and limbs less than four (4) inches in diameter, wood chips, leaves, and garden waste.
- L. **Municipal Solid Waste** means any garbage, refuse and other material, including solid, liquid, semi-solid, or contained gaseous materials, resulting from the operation of a dwelling unit not meeting the definitions of residual or hazardous waste in the Solid Waste Management Act. The term does not include source separated recyclable materials and specifically excludes sewage and human waste.
- M. **Paper** means magazines, catalogs, glossy/shiny newsprint, newspapers, junk mail, office paper and food boxes.
- N. **Person** means any individual, partnership, association, syndicate, company, firm, trust, corporation, department, bureau, agency or other entity recognized by law as the subject of rights and duties.

- O. **Plastic** means polyethylene terephthalate (#1 P.E.T.) and high-density polyethylene (#2 H.D.P.E.) plastic bottles and jars.
- P. **Recyclable Materials** means those materials which may be processed or re-fabricated for re-use and which are specified by the Township for separation from the regular solid waste. Such materials may include, but are not limited to, aluminum cans, ferrous containers, bi-metal containers, clear and colored glass containers, newspapers and plastic containers.
- Q. **Refuse** means all solid wastes including garbage, ashes and rubbish, but shall specifically exclude body wastes, bulky rubbish and green waste.
- R. **Rubbish** means solids not considered to be highly flammable or explosive including, but not limited to, rags, old clothes, leather, rubber, carpets, wood, excelsior, ashes, furniture, crockery, and other similar materials, but not including rocks, dirt, building materials or green waste.
- S. **Township** means Annville Township, Lebanon County, Pennsylvania.

PREPARATION AND STORAGE OF REFUSE AND RECYCLABLE MATERIALS

Recyclable Materials

- A. The following materials are to be recycled in the manner stated:
1. **Newspaper and Corrugated Cardboard** (excluding magazines, books and colored, slick newspaper inserts) shall be flattened and placed at curbside.
 2. **Glass** (clear and colored) shall be rinsed, cleaned, caps and rings removed and put in a recyclable materials container to be placed at curbside. Ceramics, light bulbs, crystal plate or window glass will not be accepted.
 3. **Aluminum Cans** shall be rinsed and put in a recyclable materials container to be placed at curbside.
 4. **Bi-metallic and Steel Cans** shall be rinsed and put in a recyclable materials container to be placed at curbside.
 5. **Plastic Bottles** shall be rinsed, caps removed and put in a recyclable materials container to be placed at curbside.
- B. **Title of Collected Recyclable Materials**
The title for recyclable materials collected by the Contractor passes to the Contractor upon collection.
- C. **Final Disposition of Recyclable Materials**
The Contractor will enter into an agreement with a processing facility to provide a

location where collected recyclable materials will be delivered. The Township shall receive a copy of such agreement.

D. **Reporting of Weight**

The Contractor shall furnish to the Township, monthly, records of weight of recyclable materials delivered to the Processing Facility.

Refuse Preparation

- A. Garbage shall be drained of any liquid and stored in durable, rust-resisting, non-absorbent, water tight, easily washable containers, equipped with handles and tight-fitting covers.
- B. Ashes shall be stored in fire-resistant containers equipped with handles and tight-fitting covers. Ashes containing hot embers shall not be collected until they have been adequately quenched.
- C. Rubbish shall be stored in durable containers with tight-fitting covers.
- D. No person shall place refuse alongside any street nor in, on or upon any other public place, or upon any private property within the limits of the Township, unless it is placed in a proper refuse container for collection. Likewise, no person shall throw or deposit refuse in any stream or any other body of water.

Refuse Storage

All refuse storage shall conform to the following standards:

A. **General**

- 1. All refuse receptacles shall be provided by the owner, tenant, or occupant of the premises unless otherwise specified.
- 2. The storage of all refuse by residents of the Township shall be practiced so as to prevent the attraction, harborage or breeding of insects and/or rodents and to eliminate conditions harmful to public health or which create safety hazards, odors, unsightliness and public nuisances.
- 3. A sufficient number of containers necessary to meet the intent of Paragraph 2 shall be provided to contain all waste materials generated between regularly scheduled collections.

B. **Individual Containers**

- 1. Individual containers utilized for the storage of refuse at household and other premises shall have the following physical characteristics:
 - (a) Constructed in such a manner as to be easily handled for collection.
 - (b) Constructed of rust- and corrosion-resistant materials.

- (c) Be equipped with tight-fitting lids.
- (d) Constructed in such a manner as to be watertight, leak-proof, weatherproof, insect-proof and rodent-proof.
- (e) Shall not exceed 32 gallons capacity and/or 50 pounds in weight when filled.
- (f) In the case of cartons and/or bundles the length shall be no greater than five (5) feet.

2. Recyclable Materials Containers

- (a) The owner or tenant of the residence shall be responsible for providing suitable recycling materials container(s).
- (b) The owner or tenant of the residence shall be responsible for reasonable care of the containers and shall be responsible for replacement of lost or stolen containers.

C. Disposable Containers

- 1. Disposable containers such as paper and polyethylene bags shall be acceptable for storage of refuse provided the following conditions are met:
 - (a) Only those bags specifically designed for storage and collection shall be used.
 - (b) Bags are protected against precipitation, animal damage and overloading to prevent littering or attracting of vectors.
 - (c) Bags have holding strength capable of withstanding stresses until they are collected.
 - (d) Bag opening is securely closed prior to setting out for collection.

COLLECTION VEHICLES

Except for the collection of bulky rubbish, as hereinbefore defined, all vehicles used for the collection of refuse shall have watertight, enclosed metal bodies of easily cleanable construction, equipped with compaction devices, or otherwise be acceptable to the Township and the place of disposal under permit from the Pennsylvania Department of Environmental Protection.

QUANTITIES

For bid purposes the estimated number of units to be serviced in the Township of Annville is 1,500. All bidders are advised and cautioned that the Township makes no warranty as to the number of dwelling units within the Township now, or at any time in the future.

COLLECTION ROUTES

Collection routes shall be established by mutual agreement between the Contractor and the Township. Collections of refuse will be consistent with Chapter 20 of the Codified Ordinances of Annville Township.

When a schedule has been adopted, there shall be no change in it except for recognized holidays or as agreed between the parties. In the event of a change it shall be the Contractor's duty to publish such change in schedule at his expense and just previous to the change in *The Lebanon Daily News*. It shall also be the duty of the Contractor to give advance notice of such change to the Township.

Collections missed by the celebration of a holiday shall be scheduled for the following day or as close thereafter as convenient.

Collection hours shall be as follows:

1. Hours of collection shall be from 6:00 o'clock A.M. until 7:00 o'clock P.M.
2. Contractor agrees to follow the same schedule concerning collection each time collection is made, namely, always beginning at the same end of town and proceeding along the same route through town until the end.
3. Containers at the beginning of the collection route are to be ready for collection no later than 6:00 o'clock A.M. of the morning of the scheduled day of collection.
4. Refuse and recyclable materials are to be collected once each week (same day collection).

START OF WORK / TERMINATION OF WORK

The starting date for work under this Contract shall be September 1, 2022. The termination date for work under this Contract shall be August 31, 2025 or another year as determined by any extensions of this contract.

PAYMENT

Township shall make payment to Contractor no later than the last business day of the month for services performed during the previous month, e.g., payment by October 31 for services provided September 1 through September 30.

BOND

A Performance Bond in an amount equal to 100% of the amount of the Contract shall be furnished at the time of signing the Agreement. The surety on said Bond shall be satisfactory to the Township and shall be licensed to do business in the Commonwealth of Pennsylvania. There shall also be affixed to the Bond Form a certified and current power of attorney on behalf of the surety.

INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Township from and against all claims arising out of the performance of the Contract not solely due to the Township's own negligence or misconduct.

EQUAL OPPORTUNITY EMPLOYER

The Contractor shall state in writing that the Contractor is an Equal Opportunity Employer.

NON-DISCRIMINATION AFFIDAVIT

The Contractor shall supply a Non-Discrimination Affidavit to the Township prior to the Contract taking effect, on the form provided by the Township.

NON-COLLUSION AFFIDAVIT

The Contractor shall supply a Non-Collusion Affidavit to the Township prior to the Contract taking effect, on the form provided by the Township.

INSURANCE

The Contractor shall carry or cause to be carried the following forms of insurance applying to all operations undertaken by him, his agents, employees and Subcontractors:

Forms

- (a) Workers' Compensation
 - (1) Statutory Limits
 - (2) Waiver of Subrogation

- (b) Employers Liability (EL)
 - (1) EL Each Accident \$100,000 Minimum Limit
 - (2) EL Disease Each Employee \$100,000 Minimum Limit
 - (3) EL Disease - Policy Limit \$500,000 Minimum Limit

- (c) Commercial General Liability
 - (1) Each Occurrence \$1,000,000 Minimum Limit
 - (2) General Aggregate \$2,000,000 Minimum Limit
 - (3) Products/Completed Operations \$2,000,000 Minimum Limit
 - (4) Personal/Advertising Injury \$1,000,000 Minimum Limit
 - (5) Annville Township Listed as Additional Insured

- (d) Business Automobile Liability
 - (1) Owned Automobiles
 - (2) Hired Automobiles
 - (3) Non-owned Automobiles
 - (4) \$1,000,000 Combined Single Limit (Each Accident)
 - (5) Pollution Liability – Broadened Coverage for Covered Autos
 - (6) Annville Township Listed as Additional Insured

The foregoing insurance requirements shall apply to any Subcontractor.

The Contractor is required to provide the Township with certificates of the various insurances listed above for the Contractor and any Subcontractors.

EXPLANATION TO BIDDERS

Any explanation regarding the meaning or interpretation of specifications or other contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding.

BIDDER'S UNDERSTANDING

Bidders should visit the site of the work to ascertain by inspection the scope of the work and pertinent local conditions so that they can make their own judgment concerning all nature of the work to be performed. Bidders shall assume all risks, whether or not patent, latent, known, hidden or foreseeable.

PREPARATION OF BIDS

Bids shall be submitted on the forms attached hereto and must be signed by the bidder. A Certified Check or Proposal Bond in the sum of \$3,000 in favor of the Township, as a guarantee of the execution of the Contract, if awarded to bidder, must accompany each bid. Failure to complete every item of the Proposal form shall constitute cause for rejection of a bid.

Where there is a discrepancy in any item between the unit or lump sum price written in figures and that written in words, the written words will govern.

If forwarded by mail, the sealed envelope shall be inserted in another envelope addressed to Annville Township, 36 N. Lancaster Street, P.O. Box 178, Annville, Pennsylvania 17003. Mailed proposals must be received by the Township prior to the time set for opening bids if they are to be considered. The Township will not be responsible for any delays caused by mailing.

REJECTION OF BIDS

The Township will determine who is the lowest, responsible bidder upon the basis of the bids submitted, and reserves the right to reject any or all bids and re-advertise if the best interest of the Township will thereby be promoted. The Township reserves the right to waive technical defects if, in its judgment, the interest of the Township shall so require.

The Township reserves the right to waive any informalities in the bids received, to award the contract only to a bidder whose Proposal is deemed by the Township to be the most advantageous to the public interest, and to reject any or all bids for any reason whatsoever.

Proposals which the Township deem to be incomplete, conditional, or obscure, or which contain additions, erasures, alterations, omissions, or irregularities of any kind may be rejected as informal.

LAWS AND ORDINANCES

Contractor shall comply with all laws and ordinances now in effect of governmental agencies having jurisdiction in this matter.

CONTRACT

The Bidder to whom award is made shall enter into a written contract within ten (10) days of the award. Upon failure to do so the Township shall be entitled to collect or retain the \$3,000.00 guarantee submitted with the bid. The term of the contract shall be from September 1, 2022 through August 31, 2025 or another year as determined by any extensions of this contract.

The Contractor reserves the right to subcontract part or all work to be performed under this contract. In the event of subcontract, the Contractor shall present to the Township the necessary insurance to protect and hold harmless the Township from any Subcontractor liability. However, it shall not relieve the original Contractor from the responsibility of providing the service deemed under this contract. The Township requires the Contractor to furnish the names(s) of any Subcontractor(s) and reserves the right to approve any Subcontractor(s).

The Contractor shall not be responsible for the emptying or removing of containers of refuse for any reason not covered by the Contract among which are the following:

1. Failure to drain and wrap garbage. All garbage is to be drained and wrapped in bags, newspapers or other closed receptacles before it is placed in either a separate container or mixed with other rubbish.
2. Oversize or overweight containers. Containers may be no larger than 32 gallons in size nor weigh more than 50 pounds when filled. In the case of cartons or bundles the length shall be no greater than five (5) feet.
3. Containers of refuse and recyclable materials placed at more than one location for one property. Each household is entitled to its collection at a single location only.
4. Containers of refuse and recyclable materials not ready for collection on time as hereinbefore defined. Contractor is not required to backtrack or wait for such items to be placed at their collection point by the household.
5. Uncontained loose items such as newspapers, cardboard, lumber, etc. All such items must be properly bundled or tied together. Loose items, which can spill, are not to be piled on top of the container. In such cases the container need not be emptied.
6. Water soaked cartons and bags. Cardboard boxes and bags saturated by moisture need not be picked up since they are insecure for lifting and emptying by the Contractor.

7. Refuse and recyclable materials accumulated on premises other than property in the Township shall not be placed for collection by the Contractor and it is not the obligation of the Contractor to remove the same.
8. Containers filled with refuse and recyclable materials set out for collection that are spilled on streets, sidewalks, or on the property of the customer as the result of being blown over by the wind, upset by animals, etc., are not the responsibility of the Contractor. The customer is required to clean up the debris.
9. The Contractor shall call to the attention of the customer any and all leaking containers. If such are not replaced after notice, Contractor shall remove same and the customer required to replace them by the time of the next collection.
10. The Contractor is responsible for reporting to the Township all instances where containers of refuse and recyclable materials were not emptied or removed and the appropriate reasons for same.
11. The Contractor is not responsible to collect containers which include green waste in their contents. It is the resident's responsibility to properly dispose of green waste.
12. The Contractor is responsible for collection of only properly recyclable material and to maintain each load of recyclable material in an uncontaminated condition. If any load of recyclable material is rejected at a Processing Facility because of contamination, any transportation and disposal costs and loss of revenue from the Processing Facility for the rejected load will be the responsibility of the Contractor.

MUNICIPAL WASTE AND RECYCLABLE MATERIALS COLLECTION

The Contractor shall collect all municipal waste and recyclable materials placed at curbside from all dwelling units in the Township on the day specified.

The Contractor shall not contaminate the collected recyclable materials with municipal or green waste.

The Contractor shall handle all containers with reasonable care to avoid damage. The Contractor shall be liable for willful or unnecessary damages to such containers.

The Contractor shall replace all containers where they were found in an upright position after emptying.

Each collection crew shall have a broom, shovel and refuse container to clean up any material spilled during collection. The disposal of these materials is the responsibility and at the expense of the Contractor.

Collection shall be made regardless of weather conditions, unless authorization is received from the Township. Authorization may be verbal, but will be followed in writing within one business day. The Contractor will make the collections scheduled for the day missed due to weather conditions within the next day.

The Contractor shall be required to collect all properly prepared recyclable materials. Recyclable materials may be mixed when collected, and Contractor or Processing Facility shall separate different types of recyclable materials before marketing.

PENALTIES

The Contractor agrees that the Township Secretary shall be authorized to deduct from payment due or to become due the Contractor, the following amounts for each offense as a penalty:

1. For not collecting municipal solid waste or recyclable materials as agreed: Ten Dollars (\$10) per container.
2. For overloading trucks or using leaky or filthy trucks: One Hundred Dollars (\$100).
3. For failure to collect on day specified: One Hundred Dollars (\$100).
4. For willfully destroying disposal container without owner's consent: Ten Dollars (\$10) per container.
5. For unauthorized change in scheduled route: Fifty Dollars (\$50) per day.
6. For storage of other than empty collection vehicles overnight within Township limits (collection vehicles containing only bulky rubbish excepted): One Hundred Dollars (\$100).
7. For inclusion of refuse and recyclable materials from other sources than that defined herein (the Township of Annville) and disposed of at Township expense: Five Hundred Dollars (\$500) per load.

The above provided penalties are to be so withheld if a violation here stated is proved to the satisfaction of the Township.

DEFAULT

In the event the Contractor shall incur during the term of the written contract to be entered into between the Contractor and the Township, based upon within specifications, cumulative penalties, as heretofore referred to, in an amount in excess of One Thousand Dollars (\$1,000.00), the Township shall have the right to terminate the said written contract, in which event the total cost of performing the balance of said contract shall be borne by the Contractor and/or Contractor's corporate surety under the Performance Bond heretofore referred to.

COMPLAINTS AND SUPERVISION

The Contractor or his agent shall report to the Town Hall after completing its route and prior to dispatching trucks from the Township on each collection day in order to report where refuse or recyclable materials were not collected, what refuse or recyclable materials were not collected and the reasons for them not being collected, and also to reconcile complaints received by the Township.

The Contractor will further be held responsible for the conduct and deportment of the employees during the performance of their work. Said employees shall not use loud, abusive, profane or lewd language in their dealings with the public, nor shall they use loud, abusive, profane or lewd language amongst themselves during the performance of their work. Further, said employees shall conduct their work as quietly as possible with a minimum of interference to pedestrian and vehicular traffic.

PICKING UP TRASH, TOWN HALL AND MUNICIPAL REFUSE

The Contractor will, on the same basis as residential refuse and recyclable materials are collected by him, collect refuse and recyclable materials at the Town Hall and at the Township Wastewater Treatment Plant located at 675 W. Main Street, Annville, Pennsylvania.

NOTICE TO TOWNSHIP OF DELAY

If for any reason the Contractor or its agents will be delayed or unable to collect the refuse and recyclable materials on the date as agreed upon between the Township and the Contractor, the Contractor will notify the Township Secretary of the delay or inability to collect the refuse and recyclable materials and the reason therefore prior to 9:30 o'clock A.M. on the morning that refuse and recyclable materials are to be collected.

NON-DISCRIMINATION AFFIDAVIT

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

I reside at _____, and I am the

_____ of _____
(title) (name of company)

In such capacity and for and on behalf of _____ 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, natural origin,
ancestry, handicap, marital status, sex, or identifying gender.

2. _____ will take affirmative action to insure
(name of bidder)

that all applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, natural origin, ancestry, handicap, marital status, sex, or identifying gender. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, 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
(name of bidder)
advertisement for employees placed by or on behalf of _____
state that all qualified applicants will receive consideration for employment without regard to
age, race, creed, color, natural origin, ancestry, handicap, marital status, sex, or identifying
gender.

(name)

(name of company)

Sworn to and subscribed

Before me this _____ day
of _____, 20_____

(seal)

NON-COLLUSION AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF LEBANON

_____, being first duly sworn, deposes and says
(name)

that he is _____ of _____
(title) (name of company)

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a 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 or collusion, or communication or conference with any person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Township or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents hereof, or divulged information or data therein to any association or to any member or agent thereof.

(name)

(name of company)

Sworn to and subscribed

Before me this _____ day

of _____, 20__

(seal)

A G R E E M E N T

THIS AGREEMENT, entered into this _____ day of _____, A. D., 2022, by ANNVILLE TOWNSHIP, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its place of business at 36 North Lancaster Street, Annville, Lebanon County, Pennsylvania, hereinafter referred to as "TOWNSHIP", Party of the First Part and

A CORPORATION known as _____
existing under the laws of the State of _____,

A PARTNERSHIP known as _____
consisting in the following members _____

AN INDIVIDUAL _____
trading as _____ of _____
of the State of _____, with a place of business at _____

hereinafter called "CONTRACTOR", Party of the Second Part,

W I T N E S S E T H:

The Parties hereto do mutually agree as follows:

ARTICLE I. CONTRACTOR agrees to furnish all labor, equipment, vehicles, insurance, superintendence and all other things necessary or proper for and to perform all work necessary or proper for or incidental to, and to perform all other obligations imposed by this Contract for THE COLLECTION, REMOVAL AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS ACCUMULATED IN THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY, PENNSYLVANIA herein called for, in strict accordance with the Specifications prepared by TOWNSHIP, which Contract comprises and consists in the following Contract Documents which are made part hereof:

- | | |
|-------------------|---------------------------------|
| 1. Advertisement | 5. Specifications |
| 2. Proposal (Bid) | 6. Non-Discrimination Affidavit |

- | | | | |
|----|------------------|----|-------------------------|
| 3. | This Agreement | 7. | Non-Collusion Affidavit |
| 4. | Performance Bond | 8. | Addenda, if any |

ARTICLE II. CONTRACTOR agrees that work will be started on September 1, 2022. The Parties agree the termination date for work under this Contract shall be August 31, 2025. In addition to the aforesaid three (3) year contract, TOWNSHIP and CONTRACTOR, at their mutual agreement, have the option to extend the Contract for up to two (2) years as set forth in the proposal. In the event TOWNSHIP and CONTRACTOR mutually agree to exercise one or both of its one-year renewal options, TOWNSHIP and CONTRACTOR agree, in writing, at least six (6) months prior to the conclusion of the contract to extend said Contract for one (1) or two (2) years. TOWNSHIP and CONTRACTOR may also mutually agreed, at the outset of the contract, to mutually extend the Contract for one (1) or two (2) years as set forth in the proposal.

CONTRACTOR further agrees if he shall be declared in default on the terms of the Contract, in accordance with the provisions of the Specifications and pursuant to the terms of any Ordinances applicable, he shall be charged liquidated damages or penalties as the case may be in the same amount and manner specified in said Specifications and Ordinances for the time and incidents which give rise to such default. Should the total amount chargeable as liquidated damages or penalties exceed the amount due or payable to CONTRACTOR or his Surety, then such excess shall be paid to TOWNSHIP by CONTRACTOR or his Surety.

ARTICLE III. CONTRACTOR shall receive and accept the compensation for performance of the Contract, subject to additions, deductions, or deletions noted therein, in accordance with prices stipulated in the Proposal. Payment shall be made by TOWNSHIP to CONTRACTOR on or before the last day of the month following the month for which service was provided.

ARTICLE IV. TOWNSHIP'S Solicitor shall interpret the Specifications and his decision shall be final. Performance of work by CONTRACTOR shall be subject at any time to inspection by TOWNSHIP and its authorized representatives, to ascertain if such is in conformity to the Specifications.

ARTICLE V. The work in every respect during the term of this Contract shall be under the charge and in the care of CONTRACTOR and at his risk. CONTRACTOR shall properly safeguard against any and all damages or injuries, including death, to the public and to his employees and shall alone be responsible for any damage or injury, including death, from his undertaking of the work to any person or persons or thing. CONTRACTOR will solely and without qualification be responsible for use of equipment and personnel, for the safety of his employees and other persons, for the protection of public and private property, and for compliance with all Municipal, State and Federal laws and regulations in performance of work under this Contract.

ARTICLE VI. CONTRACTOR shall indemnify and save harmless TOWNSHIP and all the officers, agents, and employees, from all claims, liabilities, suits or actions at law or equity of any kind whatsoever arising out of, connected with or caused by any operation or matter related to the work THE COLLECTION, REMOVAL AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS ACCUMULATED IN THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY, PENNSYLVANIA.

ARTICLE VII. CONTRACTOR represents and warrants to TOWNSHIP that:

1. CONTRACTOR is solvent financially and is experienced in and is competent to perform the work to be performed as provided in ARTICLE I; and
2. CONTRACTOR is familiar with all Federal, State, Municipal or other regulatory laws, ordinances and/or regulations which, in any manner whatsoever, may affect the work to be performed as provided in ARTICLE I; and
3. CONTRACTOR has examined carefully the Contract Documents, has examined carefully the streets upon which the work to be performed as provided in ARTICLE I is to be undertaken and has become familiar, by its own investigation, with the various conditions which may affect the performance of such work; and
4. CONTRACTOR, after examining the streets upon which the work is to be performed and after becoming familiar by his own investigation with the same, assures that CONTRACTOR has vehicles of the size appropriate to perform the necessary work required by this Contract upon the streets of the Township of Annville.

ARTICLE VIII. This Agreement shall be binding upon the Parties hereto, their heirs, administrators, successors, and assigns.

IN WITNESS WHEREOF, the Parties hereto have caused their authorized signatories to execute this Agreement, with the intent to be legally bound thereby, the day and year first above written.

ATTEST:

ANNVILLE TOWNSHIP
BOARD OF COMMISSIONERS
Lebanon County, Pennsylvania

Secretary

By: _____
President

ATTEST:

Corporation - Contractor

President

Business Address

WITNESS:

Individual - Contractor

Business Address

WITNESS:

Partnership - Contractor

Partner

Partner

Business Address

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that a CORPORATION known as _____
organized and existing under the laws of the State of _____

A PARTNERSHIP, known as _____
consisting of the following members _____

AN INDIVIDUAL _____,
trading as _____ of _____, in the
State of _____ hereinafter called PRINCIPAL,

and _____ of the City of _____, State
of _____, a corporation created and existing under the laws of the
State of _____ hereinafter called SURETY, are held and firmly
bound unto the TOWNSHIP OF ANNVILLE, Lebanon County, Pennsylvania, as OBLIGEE in
the full sum of _____, lawful money of the United States of America, for
the payment of which sum we bind ourselves, our lives, executors, administrators, successors,
and assigns, jointly and severally, firmly by these presents.

And further this:

WITNESSETH:

WHEREAS, the PRINCIPAL heretofore has submitted to the OBLIGEE a certain
Proposal, dated _____, _____, (the "Proposal"), to perform
certain work for OBLIGEE, in connection with THE COLLECTION, REMOVAL AND
DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS
ACCUMULATED IN THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY,
PENNSYLVANIA, pursuant to Specifications and other related documents constituting the
Contract Documents, which are incorporated into the Proposal by reference (the "Contract
Documents"); and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be
furnished by the PRINCIPAL to the OBLIGEE; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the
PRINCIPAL shall furnish this Bond to the OBLIGEE, and if the OBLIGEE shall make an award
to the PRINCIPAL in accordance with the Proposal, then the PRINCIPAL and the OBLIGEE
shall enter into an Agreement with respect to performance of such work (the "Contract"), and the
form of Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the PRINCIPAL well, truly and faithfully shall comply with and shall perform the Contract in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the PRINCIPAL shall satisfy all claims and demands incurred in or related to the performance of the Contract by the PRINCIPAL or growing out of the performance of the Contract by the PRINCIPAL, and if the PRINCIPAL shall indemnify completely and shall save harmless the OBLIGEE and all of its officers, agents and employees from any and all costs and damages which the OBLIGEE and all of its officers, agents, and employees may sustain or suffer by reason of the failure of the PRINCIPAL to do so, and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE and all of its officers, agents and employees may incur by reason of any such default or failure of the PRINCIPAL, then this Bond shall be void; otherwise this Bond shall be and shall remain in full force and effect.

This Bond is executed and delivered under and subject to the Act to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the OBLIGEE of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the Contract, and/or the reduction of any penalty to be retained by the OBLIGEE as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors, and assigns, from liability and obligations under this Bond; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained penalty.

If the PRINCIPAL is a foreign corporation (incorporated under the laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the PRINCIPAL or the SURETY shall not be discharged from liability on this Bond, nor this Bond surrendered until such PRINCIPAL files with the OBLIGEE a Certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a Certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due to the Commonwealth from said PRINCIPAL or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P. L. 493 of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY cause this Bond to be signed, sealed and delivered this _____ day of _____, A. D., _____.

ATTEST:

Corporation - Contractor

Secretary

President

WITNESS:

Individual - Contractor

WITNESS:

Partnership - Contractor

Partner

Partner

Business Address

WITNESS:

Surety Company

By: _____
Attorney-in-Fact

ATTEST:

Secretary