

INVITATION TO BID

BID DUE DATE: DECEMBER 14, 2022, 6:00 P.M. EST

BID OPENING DATE AND TIME: November 14, 2022, 6:30 P.M. EST

BID AWARD DATE AND TIME: November 14, 2022, approx. 8:00 P.M. EST

NOTICE IS GIVEN that sealed proposals will be received by Langhorne Borough for the furnishing of all labor, materials and equipment necessary for the collection and disposal of solid waste, trash, bulk items, yard waste, freon and recyclable refuse within Langhorne Borough for the period of one-, two- and three-years, starting on January 1, 2023 and ending on December 31 of the applicable year, which meet the specifications and bid requirements which are on file and available to bidders from the Langhorne Borough Manager, 114 East Maple Avenue, Langhorne, PA 19047.

Bids will be received for the collection of refuse, bulk items, yard waste, freon and co-mingled recyclable refuse once a week, for the provision of recycle trash can labels and for the provision of one 32-gallon lidded trash container and one recycle trash container free to each resident.

The bids are to be submitted as described in "Instructions to Bidders". They shall be sealed in an opaque envelope, addressed to Langhorne Borough, marked "2023 Refuse Collection Bid Proposal" and mailed and received by or hand-delivered to the Borough Manager at 114 East Maple Avenue, Langhorne, PA, 19047, prior to the due date and time.

Bids must be made on the Bid Forms provided and must be accompanied by a proposal guarantee in the form of a certified or bank cashier's check or bid bond issued by a surety licensed to conduct business in Pennsylvania.

Bids will be read, reviewed and tallied by the Borough Manager and the Borough Solicitor at 6:00 p.m. Bids will be publicly reviewed by the Langhorne Borough Council Meeting at approx. 8:00 p.m., in the meeting room at the Borough Hall, 114 East Maple Avenue, Langhorne, PA, 19047.

Any award of a contract shall be to the lowest responsible bidder. However, the Borough reserves the unqualified right to reject any or all bids and to waive any informalities.

No bid may be withdrawn within forty-five (45) calendar days after the actual date for bid opening.

Langhorne Borough reserves the unqualified right to accept or reject any bid or proposal for the collection of bulk items, recyclable refuse, freon or yard waste, to consider 1-year, 2-year or 3-year contracts and to consider bids providing free 32-gallon trash containers and recycle trash receptacles to residents. Langhorne Borough reserves the unqualified right to give preference to bids which include "green" alternatives or use automatic side-loading trucks.

Borough of Langhorne
Paul Murdock, Borough President

REFUSE COLLECTION CONTRACT FOR THE BOROUGH OF LANGHORNE

INSTRUCTIONS TO BIDDERS

1. Sealed bids for the collection of refuse from the Borough of Langhorne, in accordance with the attached specifications will be received by the Borough at the time, date, and place stated in the advertisement:

**DECEMBER 14, 2022 at 6:00 P.M.
at the Langhorne Borough Hall,
114 East Maple Avenue
Langhorne, Bucks County, PA 19047.**

2. The successful bidder shall be required to:
 - a. Collect all refuse, bulk items, yard waste, Christmas trees, freon, and recyclable refuse;
 - b. Provide trash collection boxes and special trash pick-ups for special Borough events, held throughout the year; estimated number of events is 5 per year;
 - c. Provide all labor, tools, machinery, plant, and equipment necessary to complete the contract;
 - d. Obtain and pay for all permits, licenses, and applications necessary to collect and dispose of refuse, bulk items, yard waste, and recyclable refuse and present proof or receipts of compliance to the Borough upon request; and,
 - e. Perform all the work of collecting, removing, and disposing of the solid waste as provided for in these specifications and by law.
3. Preference shall be given to those bidders that will provide, at no cost to the Borough or the residents, at the start of the contract, one (1) 32-gallon lidded container and one (1) container for recycled materials. The successful bidder may charge, at a reasonable price, any resident who requests another container.
4. Preference shall be given to those bidders that provide evidence of the implementation of “green” strategies or the use of alternative fuels.
5. Preference shall be given to those bidders who use automatic side-loading vehicles.
6. The Borough is accepting bids for one-, two- and three-year contracts. The contract awarded may be for a term of one (1) year, beginning on the 1st day of January, 2023 and terminating on the 31st day of December, 2023; for a term of two (2) years, beginning on the 1st day of January, 2023, and terminating on the 31st day of December, 2024; or, for a term of three (3) years, beginning on the 1st day of January, 2023 and terminating on the 31st day of December, 2025. Bids shall not include any option to renew, any automatic renewal provisions or any requirement for advanced notice of termination. Contracts will automatically terminate on their end date.
7. The day or days of the week on which the collection of refuse, bulk items, Christmas trees, yard waste, freon and recyclable refuse shall be designated by the Borough after consultation with Contractor. The decision of the Borough shall be final.
8. It is the intention of this bid request to produce a contract for specified work at a specified price. Work escalation clauses, overtime pass-ons, and increased disposal costs or dumping fees will not be considered.
9. It is the intention of this bid request to produce a contract for specified work at a specified price. The imposition of new or higher federal, state, county or municipal taxes, increased fuel prices and increased permit or license fees may not be passed on or charged to the Borough or to its residents.

10. The successful bidder shall be required to furnish a Performance Bond or Deposit in the form of a cashier's or certified check, in an amount equal to one hundred and ten (110%) percent of the contract price. The Borough reserves the right to retain the deposit or collect on the Bond if the bidder breaches the contract.
11. Payment under the Contract will be made to the successful bidder in equal monthly installments, payable by the Borough within fifteen (15) days of vouchers properly submitted before the 25th day of each month and within thirty (30) days of vouchers submitted after the 25th day of each month. Vouchers shall reflect performance during the calendar month preceding the calendar month in which the voucher is presented.
12. The successful bidder agrees to enter into an agreement substantially in the form of the attached contract.
13. By submitting a Bid, the bidder is affirming that it has and will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications and the Contract.
14. The successful bidder, in the execution of the work called for in the proposal, shall be required to employ such methods or means as will avoid any interruption or infringement on the rights of the public and public travel on public roads.
15. Bidders are directed to inspect the entire Borough to make their own judgment with respect to all the circumstances affecting the cost of the services in question and the nature of the work to be performed. Bidders shall assume all risks, whether or not patent, latent, known, hidden, or foreseeable, in connection with the contract and the collection of solid waste in the Borough.

BID PROPOSAL REQUIREMENTS

16. Each bidder shall supply two completed copies of the Bid Proposal forms, which are attached for the use of the bidder. Except as provided below, no proposal shall be considered which is not submitted on the prescribed forms and in accordance with these instructions.
17. Each bidder shall be held to be familiar with all of the forms, advertisements, instructions, bonds, specifications, and agreements and will be held to fully comply with the terms and conditions of each.
18. The bidder shall insert the bid price in the space provided opposite the item number, in words and in figures, using ink or a printer. In case of discrepancy, written amounts shall be considered as being the official proposed prices. The Borough is not responsible for errors in addition made by the Bidder and the Bidder will be bound by the total set forth in the bid. The Borough is not obligated to attempt to reconcile a bid and may, but is not required to, reject a bid which contains discrepancies.
19. Each bidder must submit a bid for the entire amount of work called for in the sample contract, which forms a part of this proposal. The failure to conform to this requirement may result in classification of the bid as "irregular" and may render the bid subject to rejection. The attachment of any conditions, limitations, or auxiliary provisions not authorized by these instructions by a bidder to the proposal may cause a similar classification and may render the bid subject to rejection.
20. The bid must be signed in ink, in the designated space, by the bidder.
21. Each bidder must complete and sign the Qualification Questionnaire and Affidavits, which are part of this proposal. The Borough shall determine whether a bidder is qualified, responsible, professional, and competent and may require a bidder to submit additional documentary evidence.
22. In the case of a bid submitted by an individual, the designation "individual proprietorship" shall follow the signature in question.
23. In the case of the partnership, the signature of at least one of the partners must follow the firm name, together with an indication that the signature is that of a partner and authorized by the partnership. In the event that the proposal is signed by someone other than a partner, his authority to sign must be supported by a statement signed by all of the partners.

24. Any trade name used by a non-corporate bidder shall be so designated and must be registered under the Fictitious Names Registration Act.
25. In the case of a corporation, the title of the officer signing must be stated, the corporate seal must be duly affixed, and the corporate officer executing the document on behalf of the corporation shall attach a certified copy of a resolution of the corporate Board of Directors indicating that officer's authority to make such a proposal and submit such a bid on behalf of the corporation.
26. Each bidder must be able to comply with the provisions of the Solid Waste Management Act (35 P. S. §6018, as amended), the Covered Device Recycling Act, Act 108 of 2010, as amended - Household Hazardous Waste Funding, Act 155 of 1994, as amended - Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101 of 1988, as amended - Solid Waste Management Act, Act 97 of 1980, as amended - Waste Transportation Safety Act, Act 90 of 2002 as amended, Act, and Bucks County Ordinance #80. Each bidder must obtain a license to operate in Langhorne Borough and secure agreements with the County designated disposal sites, facilities, and transfer stations. Due to safety and environmental concerns, all refuse and trash shall be deposited of within Bucks County.
27. Each bidder shall supply a copy of current contracts or licenses with transfer stations and disposal sites.
28. Bidders will be required to furnish a Bid Bond or a Bid Deposit in the form of a cashier's check or certified check for at least ten (10%) percent of the amount of the bid. The bond or the check must be payable to the Borough as payee or obligee, and will be held by the Borough until the successful bidder has executed the contract. If the successful bidder fails to execute the contract in conformity with the Form of Agreement within fifteen (15) days after the notification of the award of the contract, the Borough may retain the bid deposit as liquidated damages, or at their option, may recover from the bidder the difference between the price of the bid and the amount of a contract as shall be subsequently awarded, applying the amount of the bid deposit on account. The bid deposit of all but the three lowest bidders will be returned within forty-five (45) days after the bid opening, and the remaining bid deposits will be returned after the signing of the contract.
29. No bid may be withdrawn, altered, or modified after it has been duly deposited at Borough Hall.
30. The Borough may consider past experiences with a bidder, documented and undocumented, of any residents of the Borough or residing elsewhere, to determine qualifications, professionalism, competence, workmanship or responsibility. The Borough may consider reviews and ratings provided on the bidder's website, Facebook pages or other reputable sites.
31. The Borough does not make any representations in connection with any part of this project, any phrase of this proposal or with any of the supplementary material, which form part of the total proposal. Bidders must fully inform themselves of all conditions related to the work in question.
32. Failure to inspect the Borough, to know the past quantities of solid waste produced, to ascertain traffic levels and peak times of travel or to consider the available width of Borough streets will not relieve the successful bidder of any obligation to furnish and perform the work in accordance with the terms of the contract and with respect to performance of the contemplated work.
33. Bidders are advised to examine carefully the documents and specifications describing the proposed work and make their own independent judgment with respect to the circumstances affecting the cost of the work and performance required.
34. The Borough reserves the right to waive informalities or any requirements inserted for the protection of the Borough, if it deems the waiver to be in its best interest.
35. The Borough may consider any timely proposal not prepared and submitted in accordance with bid specifications after agreement by the bidder to later submit all required bid documents.
36. The Borough reserves the right to reject any or all proposals not properly prepared.

BID SPECIFICATIONS

1. PROVISION OF SERVICES. Contractor shall, at his own expense, and in strict conformity with the Contract, furnish all the materials, labor and equipment for the collection of garbage, trash, paper, ashes, rubbish, recyclable refuse, yard waste, bulk items, freon, Christmas trees and refuse, as defined by the Borough.
2. SPECIAL EVENTS. Throughout the year special events are held in the Borough. Contractor shall provide, at no cost to the Borough, disposable, folding trash collection boxes, to be placed at designated locations and collected on the day after the event. The estimated number of events is 5 per year;
3. TERM OF THE CONTRACT. The Borough is considering contracts for 1-year, 2-year or 3-year terms. The 1-year term begins January 1, 2023 and ends on December 31, 2023. The 2-year term begins January 1, 2023 and ends on December 31, 2024. The 3-year term begins January 1, 2023 and ends on December 31, 2025.
4. MATERIALS TO BE COLLECTED.
 - a. *Paper* means all newspapers, periodicals, cardboard, corrugated paper, office CPO, other high-grade paper and all other recyclable wastepaper.
 - b. *Garbage* means all table, animal or vegetable matter or refuse, including but not limited to offal from meat, fish, fowl, fruits or vegetables, and other articles and materials ordinarily used for food or human or animal consumption, which have become unfit for human or animal use or which for any reason have been discarded, but shall not include bodies of dead animals nor the excreta of humans or animals.
 - c. *Trash* includes cloth items, leather, rubber, wood, tin cans, bottles, glass and other solid items.
 - d. *Rubbish* includes household items and other customary household waste; but shall not include construction and building materials or the waste and debris of building contractors, except for small quantities of debris resulting from minor repairs to homes.
 - e. *Yard Waste* includes leaves, grass, yard cuttings, branches up to three inches (3") in diameter, Christmas trees, and small stumps and logs under six (6') feet in length.
 - f. *Levels One and Two Recyclable Waste* may be co-mingled and may include:
 - i. Paper - Regular newsprint, magazines, catalogues, bulk business mail ("junk" mail), and telephone books;
 - ii. Glass - New and used cullet containers, new and used glass containers, and new or used glass items, which have been rinsed but without removing lids, tops, rings and labels;
 - iii. Aluminum Cans - New and used aluminum cans, which have been rinsed but without removing tops, bottoms, and labels;
 - iv. Metal Cans - New and used metal cans, which have been rinsed but without removing tops, bottoms and labels;
 - v. Bi-Metal Cans - New and used bi-metal cans, which have been rinsed but without removing tops, bottoms and labels; and,
 - vi. Plastic - New and used HDPE and PET containers, marked #1 or 2, which have been rinsed but without removing lids, rings and labels.
 - g. All solid waste shall be disposed of in a manner approved by the rules and regulations of the Pennsylvania Department of Health and the Bucks County Department of Health, in compliance with the Bucks County Solid Waste Management Act (Act 97 of 1980), the Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 101), the Municipal Waste Management Rules and Regulations of April 9, 1988 (rev. 2000), Bucks County Ordinance #80, all applicable sections of the Pennsylvania Municipal Waste Reduction Act and in compliance with any other federal, state, county or local governmental law, statute, regulation, amendment, or ordinance presently in force or hereinafter enacted or amended by any governmental entity. Receipts or other proof of compliance shall be given when requested by the Borough.

- h. The Borough is considering proposals for disposal of hazardous and toxic materials, such as mercury and freon, on a per call and pick-up price.
- i. Due to safety and environmental concerns, all solid waste picked up in the Borough shall be disposed of within Bucks County, unless advanced written consent is given by the Borough.
- j. In the event that the Borough decides to participate in the Bucks County Recycling Program and signs an Agreement to that effect, Contractor must agree to dispose of yard waste and recyclables at the facilities so designated under the program and to comply with the terms of the Agreement as signed or modified.

5. COLLECTION DETAILS.

- a. Upon oral or written notice of a missed collection, Contractor shall return within twenty-four (24) hours to pick up the refuse at the missed unit.
- b. Collections shall not start prior to 7:00 a.m., prevailing time, shall be continuously pursued until the routes are completed, and shall be completed prior to 6:00 p.m., prevailing time, except in cases of emergency.
- c. Refuse, yard waste, co-mingled recyclable refuse and bulk items shall be picked up on the same day and shall be picked on the same day each week for each week of the Contract.
- d. Contractor shall designate the Borough as a First Response location and in the event of a national, state or local state of emergency, whether designated or not, shall continue with or when immediately first possible, provide refuse collection.
- e. Contractor may, if a collection day falls on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, make collection on the next day.
- f. In the event of extreme weather events, which may involve strong winds, heavy rains, heavy snows and the like, emergencies such as destruction by fire, earth tremor, chemical release and the like, or civil emergencies such as riot and unrest, Contractor shall provide the additional days of service requested by the Borough at the same fee rate, pro-rated on a daily fee basis and on a per unit rate if the entire Borough is not in need of services.
- g. In the event of extreme weather events, which may involve strong winds, heavy rains, heavy snows and the like, emergencies such as destruction by fire, earth tremor, chemical release and the like, or civil emergencies such as riot and unrest, the Borough shall be given priority over private and commercial collections, at the same fee rate, pro-rated on a daily fee basis and on a per unit rate if the entire Borough is not in need of services.

6. CONTAINERS. While preference shall be given to bids which provide one 32-gallon lidded trash container and one recycle trash container free to each resident, the Borough will consider bids which provide watertight containers, made of metal or plastic, having a capacity of not less than (20) gallons or more than fifty (50) gallons, weighing less than fifty (50) pounds when loaded and placed out for collection, with tight fitting covers and sturdy handles. While preference shall be given to bids which provide one regular and one recycle container free to each resident, the Borough will consider bids which include a reasonable price to residents requesting containers. However, such bids will not be considered unless Contractor agrees to provide free labels designating regular and recycle trash, which will self-adhere to metal and plastic containers.

7. COLLECTION PROPERTIES. Contractor will provide curb-side solid waste collection from:

- a. All residential units, single family homes, twin homes, duplexes, town homes, and condos and apartments with less than four (4) units, as listed by the Borough, at least one a week.
- b. All Borough parks, playgrounds and municipal litter baskets, including, but not limited to, the Borough Hall, Langhorne Heritage Farm, Langhorne Historical Association, Langhorne Firehouse, Revolutionary War Cemetery, and the Mayor's Playground.
- c. Designated locations for 5 special Borough events, held throughout the year, requiring special pick-ups.

8. CONTACT PERSONS. Contractor shall designate responsible supervisory employees, who shall be available, by use of electronic communications (email or text) or contracted at a local telephone, each work day (Monday through Saturday) between 7:00 a.m. and 7:00 p.m., to receive complaints, answer inquiries, and resolve disputes with respect to services to be supplied under this Bid and Contract. Contractor shall provide to the designated Borough representative an emergency telephone number with human response and the names and contact information of supervisory employees who can be reached by Borough representatives by phone or electronic means.
9. RESTRICTIONS ON SERVICE. Solid waste from non-residential units, residential properties with more than three (3) units, commercial businesses, offices or industrial properties shall not be collected by Contractor during collections required by the Contract.
10. HANDLING OF CONTAINERS.
 - a. While preference may be given to bids which include the use of automatic side-loading vehicles, if manually emptied, the containers must be handled by Contractors' employees carefully and must not be damaged by them. The containers shall be entirely emptied and returned without damage. Containers shall not be thrown under any circumstances.
 - b. All empty containers shall be returned to their original position in an upright condition; or, placed off the roadway in an upright condition in such a manner that they do not obstruct public rights-of-way, roads, driveways, or sidewalks.
 - c. Containers which are damaged by Contractor shall be replaced by Contractor at Contractor's expense within (7) seven calendar days of report of same. Containers shall be replaced with a container that is the same size and strength as what was damaged.
 - d. Collection shall be made with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible under the circumstances.
11. NO LITTER OF STREETS.
 - a. Contractor shall pick up and sweep, if necessary, all refuse that may drop in the street during the collection and transfer of solid waste.
 - b. Contractor is not responsible to remove any solid waste spilled by animals, vandals, as a result of defective or inadequate preparation of material placed for collection, or Acts of God.
 - c. Contractor shall be excused without penalty from either collecting or clearing the debris resulting from hurricanes, disasters or other unusual phenomena or nature or Acts of God, which result in the production of substantial quantities of debris littering streets and driveways within the Borough. Nothing in this section shall preclude the Borough from contracting with Contractor or another vendor for such collection.
12. VEHICLES AND EQUIPMENT.
 - a. All vehicles shall be current in their registration and insurance coverage, shall conform to Pennsylvania requirements for transportation of solid waste, and operated by currently licensed, certified and insured drivers.
 - b. All collection trucks shall be compaction types, completely enclosed and water-tight, and appropriate in size to safely travel through and on Borough streets.
 - c. While preference may be given to bids which include the exclusive use of automatic side-loading vehicles, if not exclusively provided, Contractor shall specify whether the vehicles are side, front or rear loading, are manual or automated loading, or are front-loading and using robotic arms.
 - d. All vehicles and equipment shall be maintained in good working and operating condition, both with respect to safety, leakage of fluids and sanitation. All vehicles shall be washed and cleaned regularly. Equipment shall not be overloaded so that solid waste may spill or drop on streets. Contractor shall be responsible to clean up any fluid which leaks from any collection vehicle.

- e. All vehicles shall be manufactured in 2015 or later.
 - f. The name, address and service phone number of Contractor shall be placed clearly and distinctly on both sides of all vehicles used in connection with the collection services.
 - g. 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. The Borough shall have the right to inspect all vehicles, at any time, during the term of this Contract, and Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.
 - h. While preference may be given to bids which include the use of “green” alternatives, the Borough will consider the use of vehicles which run on diesel gasoline or by compressed natural gas (CNG). Contractor shall designate the method of powering each vehicle used in the Borough.
 - i. The Borough specifically reserves the right to check the contents of all trucks, to record and verify designated vehicle information and conditions of said vehicle, and to require Contractor to provide weekly a list of vehicles collecting solid waste in the Borough.
 - j. The Borough specifically reserves the right after an inspection to require correction of any improper or deficient performance issues. Contractor shall promptly comply with the requested corrections, permit re-inspection or verify the correction.
13. NO ASSIGNMENT OF BID IS PERMITTED. Contractor may not assign, transfer or otherwise dispose of the Contract, or any portion, right or interest of it. This provision is not intended to limit the ability of Contractor to assign or otherwise dispose of its duties and obligations under the Contract, provided that the Borough agrees, in writing and in advance, to the assignment or other disposition.
14. COMPETENCE OF EMPLOYEES.
- a. Contractor's employees must be competent in their work. If any person employed appears incompetent or disorderly, the Borough shall notify Contractor and specify how the employee is acting. Contractor shall promptly take steps to correct and remedy the situation.
 - b. Contractor shall furnish and maintain at all times a well-organized and efficient working force capable of providing the services required. Employees shall be properly attired, equipped for neatness and safety, and carry proper employment identification. Contractor shall employ only competent and skillful workers to perform the tasks called for by the terms of this Contract.
 - c. Any employee who drives or will drive a vehicle in the course of Contractor's employment must possess a valid and current Pennsylvania driver's license for the type of vehicle operated.
 - d. The failure of Contractor to enforce the requirements set out in sub-sections i. to v. shall be considered a breach of the Contract. Contractor shall take reasonable steps to insure those employed do not participate in any of the following:
 - i. Intoxication or drug abuse;
 - ii. The use of loud, profane, vulgar or obscene language;
 - iii. The refusal to collect or handle solid waste as required and defined;
 - iv. The wanton or malicious damage or destruction of containers.
 - v. Wanton, willful, or reckless disregard of safety or sanitary requirements.
15. SUPERVISION OF EMPLOYEES. Contractor must employ supervisory employees who have authority to act for Contractor in matters involving resident complaints, collection issues, questions about employees and vehicles, and other issues not substantially related to the terms of the Contract. Contractor shall notify the designated Borough representative, in writing, that a supervisor has been appointed and provide the necessary contact information. Contractor shall promptly notify the Borough, in writing, of any changes.

16. NOTICES.

- a. Whenever possible, required notices shall be personally delivered and when not possible, by certified mail, return receipt requested. All other notices, letters and other communications of any kind, which may of necessity be dispatched, may be sent by regular mail and Contractor shall be deemed to have received said notice.
- b. The Borough Hall is the designated place at which all notices, letters and other communication to be served and to which all notices, letters, and other communications shall be mailed or delivered.
- c. The residence or place of business set forth by Contractor in the Contract is designated as the place at which all notices, letters and other communication to be served and to which all notices, letters, and other communications shall be mailed or delivered.

17. INSURANCE AND PERMITS.

- a. Contractor is required to obtain and pay for any necessary permits for performance of work.
- b. Contractor maintain during the life of this Contract *Worker's Compensation insurance* for all employees and approved independent sub-Contractors working under this Contract; or, in the case work is approved for sub-let, Contractor shall require Subcontractor to provide proof of current Worker's Compensation insurance for all employees. Contractor shall supply certificates or other proof of coverage to the Borough prior to commencing work and upon request.
- c. Contractor maintain during the life of this Contract *general liability insurance* in the amount of Two Million (\$2,000,000.00) Dollars per occurrence and *property damage insurance* in the amount of One Million (\$1,000,000.00) Dollars per occurrence to protect and hold the Borough harmless against any and all claims for damage to person, persons or property.
- d. Contractor shall maintain during the life of this Contract *automotive liability insurance* in the amount of One Million (\$1,000,000.00) Dollars per occurrence for injuries and property damage.
- e. All required insurance policies shall be issued by an insurance company licensed and authorized to do business in Pennsylvania and obtained before commencing operations. Said policies of insurance shall remain in full force and effect until the expiration of the term of this Contract or the completion of all duties to be performed by Contractor, whichever shall occur later. Contractor shall supply certificates or other proof of the required insurance before Contractor begins work under the contract.
- f. Policies of insurance shall be maintained in the required amounts of coverage; shall protect the Borough from all claims for damages, including wrongful death claims, of any kind or nature whatsoever which may arise from the operation of Contractor in the performance of this Contract, whether such operations are controlled by Contractor or by someone directly or indirectly employed by Contractor for the purpose of accomplishing some obligation incumbent on Contractor by the terms of this Contract; shall indemnify and hold the Borough harmless from all manner of claims and lawsuits; and, shall provide at insurer's expense all necessary legal aid, counsel and representation.

18. PROPERTY DAMAGE. Contractor shall be liable for: the damage caused by employees or agents to lawns, drives, driveways, curbs, sidewalks, gardens, shrubs, trees and buildings; for any loss of any nature whatsoever to property owners; and, for any loss of any nature resulting from the acts or omissions of Contractor and Contractor's employees or agents. All damages shall be promptly assessed and paid. If after 10 days' notice, payment is not made by Contractor, the Borough may pay same and deduct the amount of the payment from the next invoice due to Contractor. The Borough Manager or his/her designee or shall be the sole judge of the reasonableness of all claims submitted and his/her decision shall be final and binding upon Contractor. Contractor shall carry the appropriate specified property damage insurance.

19. DISPUTES.

- a. In the event Contractor breaches this Contract or fails to perform as required and fails to remedy the lack of performance to the satisfaction of the Borough within 24-hours of oral or written notification, the Borough may remedy the lack of performance and charge the costs to Contractor.

- b. The expense incurred remedying the lack of performance or breach will be deducted by the Borough from the monthly invoice. In the event the cost of the work exceeds the balance due on the Contract price, Contractor shall be liable to the Borough for the difference and shall pay the same on demand.
- c. The Borough shall have the option and privilege of availing itself of the rights for the correction of breaches, nonperformance or any procedure, remedy or right available to it under the Contract of which these specifications are a part, including nullification of the Contract in full, pro rata reimbursement, and/or pro rata withholding of monies, consideration, and compensation.
- d. Whenever the penalties or liquidated damages assessed are disputed or there is a dispute in interpretation of this Contract, the matter shall first be brought before Borough Counsel at its next regular meeting. If the dispute cannot be resolved by Borough Council, Contractor agrees to binding arbitration. The dispute shall be mediated by a three-member Board of Arbitration as defined by the 'Compulsory Arbitration Act'; one member to be appointed by the Borough, one by Contractor, and the two so appointed to choose the third member.

20. LIQUIDATED DAMAGES.

- a. Contractor agrees that liquidated damages may be assessed in all cases where the Borough elects to take such liquidated damages for actual costs and assessed damages.
- b. The Amount of Assessed Damages is as follows:
 - i. For failure to immediately clean up spillage from Contractor's vehicles or resulting from the collection or carting of refuse: one hundred (\$100.00) dollars per violation;
 - ii. For failure to respond to a resident's complaint pertaining to problems concerning collection of solid waste on the same day the complaint is received: one hundred (\$100.00) dollars per complaint;
 - iii. For damaging containers: fifty (\$50.00) dollars per container;
 - iv. For failure to have clean and waterproof trucks; one hundred (\$100.00) dollars per offense;
 - v. For failure to provide information as to the number and type of trucks working on a specific day: fifty (\$50.00) dollars a day until the information is provided;
 - vi. For failure to return trash containers to their original location or fully off the traveled roadway on the driveway or lawn: fifty (\$50.00) dollars for each occurrence;
 - vii. For failure to replace or supply for a container requested by a resident within seven (7) days of the request: fifty (\$50.00) dollars for each occurrence;
 - viii. For failure of any collection vehicle to be equipped with a broom or shovel: one hundred (\$100.00) dollars per occurrence; and,
 - ix. For failure of Supervisory employees to respond to Borough representatives after emergency calls and contacts: one hundred (\$100.00) dollars per occurrence.
- c. In the event that continued and repeated violations are not corrected by Contractor after due notice by the Borough, the Borough shall in no way relieve Contractor of adherence to the Contract obligations but shall deduct the liquidated damages from the monthly invoice.
- d. It is not the intent of the Borough to unreasonably assess liquidated damages. The purpose is to promptly respond to citizens' complaints and promptly resolve disputes over the collection and/or disposal of solid waste. In all cases where a dispute arises, the Borough Manager or his/her designee shall make a reasonable and binding final determination on the merits of the dispute and the assessment of liquidated damages.

2023 SOLID WASTE REMOVAL CONTRACT

This Contract, dated the ____ of _____, 2022, is by and between the **Borough of Langhorne**, 114 East Maple Avenue, Langhorne, Bucks County, PA 19047 (“the Borough”) and _____, PA (“Contractor”).

WITNESSED:

For a ____ () year term, beginning on January 1, 2023 and terminating on December 31, 202__, Contractor agrees in accordance with and as specified in the Bid Proposal, Instructions to Bidders and Bid Specifications for and in consideration of a total payment of _____ (\$ _____) for the weekly collection of refuse, bulk items, yard waste and recycling; for and in consideration of an amount not to exceed _____ (\$ _____) per container; and, for and in consideration of an amount not to exceed _____ (\$ _____.00) per unit per pickup for the collection of hazardous or toxic materials.

Further, Contractor covenants and agrees with the Borough as follows:

1. Contractor shall abide and comply with the terms and conditions set forth in and in accordance with the following documents: Notice to Bidders, Instructions to Bidders, Bid Specifications, Bidders' Questionnaire and Affidavits, and the Bid Proposal submitted by Contractor, which are incorporated by reference and made a part of this Contract.
2. Contractor shall provide all the labor, equipment, vehicles and other work items for the weekly collecting, removing and disposing of refuse, yard waste, bulk items and recyclable refuse within the Borough, on the day of the week determined by the Borough, and in accordance with the following documents: Notice to Bidders, Instructions to Bidders, Bid Specifications, Bidders' Questionnaire and Affidavits, and the Bid Proposal submitted by Contractor, which are incorporated by reference.
3. Contractor shall abide by the terms and conditions of this Contract, any contracts for waste disposal at transfer stations and disposal sites necessary to effectuate this Contract, and any contracts for the collection and disposal of recyclables.
4. All solid waste that can be disposed of in Bucks County shall be disposed of in Bucks County and in a manner approved by the rules and regulations of the Pennsylvania Department of Health and the Bucks County Department of Health, in compliance with the Bucks County Solid Waste Management Act (Act 97 of 1980), the Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 101), the Municipal Waste Management Rules and Regulations of April 9, 1988 (rev. 2000), Bucks County Ordinance #80, all applicable sections of the Pennsylvania Municipal Waste Reduction Act and in compliance with any other federal, state, county or local governmental law, statute, regulation, amendment, or ordinance presently in force or hereinafter enacted or amended by any governmental entity. Receipts or other proof of compliance shall be given when requested by the Borough.
5. Whenever possible, Contractor agrees to dispose of leaves, branches, grass and other yard waste at approved and certified composting or recycling facilities, and if possible, will be disposed of in Bucks County.
6. Contractor shall accept, insofar as work covered by this Contract is concerned, the provisions of the Pennsylvania Worker's Compensation Act, as amended, and will either insure its liability or file with the Borough a certificate of exemption from insurance requirements duly issued by the Department of Labor and Industry.
7. The Borough shall pay Contractor, upon performance of all the terms and conditions of this Agreement, on a monthly basis as set forth in the Specifications.

8. Contractor further agrees to furnish or assume bonds satisfactory to the Borough, with approved corporate surety, in accordance with the requirements set forth in the Instructions to Bidders, conditioned for the full and faithful compliance by Contractor with all terms, conditions and requirements of this Agreement.

9. It is mutually understood and agreed that the relation of Contractor to the work included in this Agreement is that of an independent contractor; that as such Contractor will be responsible for all damage, loss or injury to persons or property that may arise or be incurred in or during the conduct and progress of the work included in this Agreement either by Contractor or by any subcontractors, agents or employees, whether or not the same shall result from negligence; that the Borough shall be held and kept free and discharges of and from any and all responsibility or liability therefore of any sort or kind; that Contractor shall assume all responsibility for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of the elements or from any unforeseen or unusual difficulty; and that Contractor shall assume all blame, loss and responsibility of whatsoever of any nature by reason of neglect or violation of any federal, state, county or borough laws, regulations or ordinances, or of any rules or regulations of the Pennsylvania Department of Health, Pennsylvania Bureau of Waste Management, Pennsylvania Department of Environmental Protection or the United States Environmental Protection Agency. Contractor further agrees to indemnify, reimburse and save harmless the Borough from any claim for damages caused to persons or property arising out of the doing of the work or failure to perform work, including legal costs and collection and/or counsel fees caused in defending any suit or suits that may be instituted against the Borough and any judgment that may be obtained in any such suit.

10. It is expressly understood and agreed that all duties, liabilities and obligations of Contractor shall, in the event of default or failure to perform any and all of the terms and conditions hereof, apply and extend to any surety or sureties who have or may give bond hereunder, whether the surety is specifically referred to or not. It is further understood and agreed that all rights and remedies of the Borough are cumulative and not alternative and may be enforced alternatively, successively or concurrently, as the Borough may elect.

11. In the event of any dispute between the parties as to compliance with the terms and provisions of this Agreement, said dispute shall be submitted first to Borough Council, and if remaining unresolved, be submitted to the American Arbitration Association for arbitration, whose decision shall be final and binding on all parties; provided however, that the Borough shall first give Contractor written notice of the nature of the dispute and a statement of the conditions to be met to avoid arbitration. In addition, the Borough shall have the right to advise Contractor, in writing, of any particular or specific breach it believes to have occurred, and unless within forty-eight (48) hours after receipt of said notice Contractor denies the allegations and demands arbitration, immediate compliance shall be made by Contractor. Failure of the Borough to avail itself of arbitration under these terms and conditions shall not be deemed to constitute a waiver of the right of the Borough to pursue any and all other remedies in law or equity for the determination and satisfaction of its contract rights.

12. This Agreement shall extend to and be binding upon the parties, their heirs, executors, successors and assigns.

13. The following terms supplement the terms set forth in the Specifications and are specifically agreed to:

- a. The pick-up day for regular trash, bulk items and recycle trash shall be _____ . Residents may use their own bags for leaf pick-up, trash bins, and recycle bins.
- b. Contractor will provide a local number, and if later deemed necessary, shall provide an 800- number.

c. Contractor, at its sole cost, shall make available to homeowners labels to place on bins to designate regular and recycling trash.

d. Instead of regularly scheduled hazardous waste pick up dates, each resident shall contact Contractor directly to arrange and pay the _____ charge for each pick up.

e. Contractor agrees, at its sole cost, to utilize only American produced fuel in the operation of its vehicle.

IN WITNESS WHEREOF AND UNDER SEAL, the parties, intending to be legally bound, have signed this Contract.

BOROUGH OF LANGHORNE

ATTEST:

Paul Murdock
Borough President

Borough Secretary

CONTRACTOR

ATTEST:

QUALIFICATION QUESTIONNAIRE

In Accordance with the Specifications, each bidder shall provide the following information:

The Term "your organization" shall mean the bidder and/or bidder's parent, subsidiary or affiliated corporations.

1. How many years experience in the collection of refuse in municipalities does your organization have? _____ years
2. How many years experience in the collection of recyclable refuse does your organization have? _____ years
3. List the municipalities for which your organization is now providing collection service, the number of units serviced in each municipality, and the name of the responsible municipal official in each to whom you report:

Municipalities	_____	_____	_____	_____
# of Units	_____	_____	_____	_____
Report To	_____	_____	_____	_____

4. List the sanitary landfills you may be using for disposal of the waste to be collected under this Contract.

5. List the transfer stations you may be using for disposal of the waste to be collected under this Contract.

6. List any other disposal sites or methods you may be using for disposal of the waste collected under this Contract.

7. Indicate whether you are licensed at and will dispose of refuse solely at county approved disposal sites.

Licensed: Yes ___ No _____ County Only: Yes ___ No _____

8. Indicate whether you are licensed at and will deposit refuse solely at county approved transfer stations.

Licensed: Yes ___ No _____ County Only: Yes ___ No ___

9. Indicate the local telephone number for your office which will be available:
to receive calls from Borough residents: _____ email address: _____
to receive calls from Borough officials: _____ email address: _____

10. For each vehicle proposed for use in providing collection services within the Borough, please provide the following information:

	Manufacturer	Year	Capacity
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

11. If a corporation, state:

- A. Date when organized: _____ Under the laws of what state organized: _____
- B. Registered to do business in Pennsylvania? _____ Is the corporation now in good standing: _____
- C. Names of Officers:
President: _____ Secretary: _____
Treasurer: _____ Director: _____
Chief Executive Officer: _____ Chief Financial Officer: _____

12. If a partnership, state:

- A. Date when formed: _____
- B. Under the laws of what state organized: _____
- C. Type of Partnership: _____
- D. Names of Partners: _____
- E. Name of Chief Executive Officer: _____
- F. Name of Chief Financial Officer: _____

13. Are you or your organization associated with other companies directly or indirectly. Yes ___ No ___
If so, give details and names of all such affiliations:

14. Have you, your organization, partners or officers, parent company, subsidiary or affiliated company failed at any time to complete a contract? Yes ___ No ___ If so, with what municipality and state circumstances.

15. Have you, your organization, partners or officers, parent company, subsidiary or affiliated company, when the lowest bidder on a municipal collection contract, withdrawn a bid? Yes ___ No ___ If so, for what reason?

16. Have you, your organization, partners or officers, parent company, subsidiary or affiliated company, when the lowest bidder on a municipal collection contract, attempted to assign, transfer or sell the bid? Yes ___ No ___ If so, why?

17. Have you, your organization, partners or officers, parent company, subsidiary or affiliated company, received at any time a written or oral complaint about your service? Yes ___ No ___ If so state:

- A. The number of written complaints per year:
- B. The number of oral complaints per year:
- C. All municipalities within which the complaints were lodged:

D. The nature of the complaints in general terms:

E. The average amount of time to resolve the complaint to the satisfaction of the customer/municipality:

F. Number of complaints for missed pick-ups per year:

G. Number of complaints for sloppy pick-ups per year:

H. Number of property damage complaints per year:

18. Are there any unsatisfied judgments recorded against you, your organization, partners or officers, parent company, subsidiary or affiliated company? Yes ___ No ___ If so, give details, including the name and address of each judgment creditor, and the amount of each judgment.

19. Have you, your organization, partners or officers, parent company, subsidiary or affiliated corporation, been a party to any law suits or legal actions, whether of a civil or criminal nature, involving disposal of waste, hazardous waste, or recyclable refuse? Yes ___ No ___ If so, give details and disposition of the matter.

20. Have you, your organization, partners or officers, parent company, subsidiary or affiliated company, ever been sued for breaching a contract? Yes ___ No ___ If so, state:

A. The caption, Court and term of each suit:

B. The outcome of each suit:

21. Have you, your organization, partners or officers, parent company, subsidiary or affiliated company, ever been a party to any law suits or legal actions, whether civil or criminal, arising out of or involving bid contracts or the performance thereof?
Yes ___ No ___ If so, give details and disposition of the matter.

22. Have you, your organization, partners or officers, parent company, subsidiary or affiliated corporation, ever been a party to any law suits or legal actions, whether civil or criminal, involving performance, non-performance or negligent performance of a municipal refuse collection contract? Yes ___ No ___ If so, give details and disposition of the matter.

23. Have you, your organization, partners or officers, parent company, subsidiary or affiliated company, ever lost its license or right to dispose or transport refuse, trash or waste? Yes ___ No ___ If so, give details and disposition of the matter.

24. What steps has your company taken to utilize “green” strategies or utilize alternative fuels?

THE UNDERSIGNED AFFIRMS THAT THEY HAVE DISCUSSED THIS QUESTIONNAIRE WITH ALL KEY OFFICERS, EMPLOYEES AND PERSONNEL AND THAT THEY HAVE FULLY INVESTIGATED AND ANSWERED THE QUESTIONS SET FORTH. THE UNDERSIGNED ACKNOWLEDGES THAT LACK OF YEARS EMPLOYMENT WITH THE ORGANIZATION OR LACK OF KNOWLEDGE WILL NOT EXCUSE AN INCOMPLETE OR INCORRECT ANSWER.

Bidder

Printed Name

Title

Dated: _____, 2022

AFFIRMATIVE ACTION AFFIDAVIT

I, _____, being duly sworn, depose, and say that:

1. I reside at _____ (street),
_____ (town), _____ (state); _____ (zip).

2. I am the _____ (title) of _____
(name of company).

3. In such capacity and for and on behalf of _____ (name of company), I affirm and agree as follows:

a. We will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sexual orientation, disability, handicap, mental history, physical history, or sex.

b. We will take affirmative action to ensure that all applicants and employees recruited and employed are treated without regard to their age, race, creed, color, national origin, ancestry, marital status, sexual orientation, disability, handicap, mental history, physical history, or sex.

c. 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.

d. We will, in all solicitations or advertisements for employees placed by or on behalf of our company or business, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sexual orientation, disability, handicap, mental history, physical history, or sex.

Printed Name: _____

Title: _____

Sworn and subscribed to before me, a notary public, this _____ day of _____, 2022.

NON-COLLUSION-AFFIDAVIT

I, _____, being duly sworn, depose, and say that:

1. I reside at _____ (street),
_____ (town), _____ (state); _____ (zip).

2. I am the _____ (title) of _____
(name of company).

3. In such capacity and for and on behalf of _____ (name of company), I affirm and agree as follows:

a. that we are the party making the attached bid; that such bid is genuine; that it is in no respect collusive or a sham; that we have 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 or conference with any person to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the municipality of Langhorne Borough or any person interested in the proposed contract; and further, that we have not, either directly or indirectly submitted this bid or the contents thereof or divulged information or data relative thereto to any association or any member or agent thereof, and that no officials or employees of Langhorne Borough are interested, either directly or indirectly, in the bid or any portion thereof, nor in the contract or any part of the contract which may be awarded to the undersigned on the basis of such bid, unless otherwise indicated by a supplemental letter of the bidder, if applicable.

Printed Name: _____

Title: _____

Sworn and subscribed to before me, a notary public, this _____ day of _____, 2022.

**BID PROPOSAL TO LANGHORNE BOROUGH
THREE (3) YEAR CONTRACT FOR REFUSE COLLECTION**

The undersigned, being satisfied as to the character of the work, the equipment and the personnel necessary to perform the work as required in the specifications, agrees to collect and remove refuse from Langhorne Borough, Bucks County, Pennsylvania, to perform all the services and work incidental to and in accordance with the specifications, to comply with all of the requirements set forth in the Invitation to Bid, Instruction to Bidders, Bidders' Questionnaire, Affidavits, Bid Specifications, and Proposed Contract and to commence performance on January 1, 2023, for a term of three years, ending December 31, 2023.

The undersigned agrees that **the total contract price** for the removal of refuse in the Borough, including collection of bulk items, yard waste, and co-mingled recyclable refuse for three years is:

_____ Dollars (\$_____).

The contract price is allocated as follows:

1. Collection of 1 Bulk item and Refuse one (1) time per week per unit: \$ _____
2. Collection of Recyclable Refuse one (1) time per week per unit: \$ _____
3. Collection of Yard Waste one (1) time per week per unit: \$ _____
4. Collection of freon, toxic or hazardous waste on a per call basis: \$ _____

The provision of containers is as follows:

1. The type of regular trash container: _____
 - a. Metal ___ Plastic ___
 - b. Weight: _____
 - c. Capacity: _____
 - d. First Container Cost to Residents: \$ _____
 - e. Replacement Cost: \$ _____
2. The type of recyclable trash container: _____
 - a. Metal ___ Plastic ___
 - b. Weight: _____
 - c. Capacity: _____
 - d. First Container Cost to Residents: \$ _____
 - e. Replacement Cost: \$ _____

ANY ADDITIONAL TERMS OR EXCEPTIONS: _____

It is understood that the Bid Bond or certified check as submitted shall be subject to the terms and conditions stipulated in the bid proposal documents.

Bidder's Company Name _____

Bidder's Signature _____

Bidder's Printed Name _____

**BID PROPOSAL TO LANGHORNE BOROUGH
TWO (2) YEAR CONTRACT FOR REFUSE COLLECTION**

The undersigned, being satisfied as to the character of the work, the equipment and the personnel necessary to perform the work as required in the specifications, agrees to collect and remove refuse from Langhorne Borough, Bucks County, Pennsylvania, to perform all the services and work incidental to and in accordance with the specifications, to comply with all of the requirements set forth in the Invitation to Bid, Instruction to Bidders, Bidders' Questionnaire, Affidavits, Bid Specifications, and Proposed Contract and to commence performance on January 1, 2023, for a term of two years, ending December 31, 2024.

The undersigned agrees that **the total contract price** for the removal of refuse in the Borough, including collection of bulk items, yard waste, and co-mingled recyclable refuse for two (2) years is:

_____ Dollars (\$_____).

The contract price is allocated as follows:

1. Collection of 1 Bulk item and Refuse one (1) time per week per unit: \$ _____
2. Collection of Recyclable Refuse one (1) time per week per unit: \$ _____
3. Collection of Yard Waste one (1) time per week per unit: \$ _____
4. Collection of freon, toxic or hazardous waste on a per call basis: \$ _____

The provision of containers is as follows:

1. The type of regular trash container: _____
 - b. Metal ___ Plastic ___ b. Weight: _____ c. Capacity: _____
 - d. First Container Cost to Residents: \$ _____ e. Replacement Cost: \$ _____
2. The type of recyclable trash container: _____
 - c. Metal ___ Plastic ___ b. Weight: _____ c. Capacity: _____
 - d. First Container Cost to Residents: \$ _____ e. Replacement Cost: \$ _____

ANY ADDITIONAL TERMS OR EXCEPTIONS: _____

It is understood that the Bid Bond or certified check as submitted shall be subject to the terms and conditions stipulated in the bid proposal documents.

Bidder's Company Name _____

Bidder's Signature _____

Bidder's Printed Name _____

**BID PROPOSAL TO LANGHORNE BOROUGH
ONE (1) YEAR CONTRACT FOR REFUSE COLLECTION**

The undersigned, being satisfied as to the character of the work, the equipment and the personnel necessary to perform the work as required in the specifications, agrees to collect and remove refuse from Langhorne Borough, Bucks County, Pennsylvania, to perform all the services and work incidental to and in accordance with the specifications, to comply with all of the requirements set forth in the Invitation to Bid, Instruction to Bidders, Bidders' Questionnaire, Affidavits, Bid Specifications, and Proposed Contract and to commence performance on January 1, 2023, for a term of one year, ending December 31, 2025.

The undersigned agrees that **the total contract price** for the removal of refuse in the Borough, including collection of bulk items, yard waste, and co-mingled recyclable refuse for one (1) year is:

_____ Dollars (\$_____).

The contract price is allocated as follows:

1. Collection of 1 Bulk item and Refuse one (1) time per week per unit: \$_____
2. Collection of Recyclable Refuse one (1) time per week per unit: \$_____
3. Collection of Yard Waste one (1) time per week per unit: \$_____
4. Collection of freon, toxic or hazardous waste on a per call basis: \$_____

The provision of containers is as follows:

1. The type of regular trash container: _____
 - d. Metal ___ Plastic___
 - b. Weight:_____
 - c. Capacity:_____
 - d. First Container Cost to Residents: \$_____
 - e. Replacement Cost: \$_____
2. The type of recyclable trash container: _____
 - e. Metal ___ Plastic___
 - b. Weight:_____
 - c. Capacity:_____
 - d. First Container Cost to Residents: \$_____
 - e. Replacement Cost: \$_____

ANY ADDITIONAL TERMS OR EXCEPTIONS: _____

It is understood that the Bid Bond or certified check as submitted shall be subject to the terms and conditions stipulated in the bid proposal documents.

Bidder's Company Name _____

Bidder's Signature _____

Bidder's Printed Name _____