

**BOROUGH OF FOUNTAIN HILL
LEHIGH COUNTY, PENNSYLVANIA**

**SPECIFICATIONS FOR
COLLECTION, DISPOSAL, AND RECYCLING SERVICES
FOR MUNICIPAL SOLID WASTE
FROM RESIDENTIAL AND MUNICIPAL ESTABLISHMENTS**

**Borough of Fountain Hill
941 Long Street
Fountain Hill, PA 18015**

(610) 867-0301

The Borough of Fountain Hill shall hold a mandatory Pre-Bid meeting in Fountain Hill Borough Council Chambers, 941 Long Street, Fountain Hill, PA 18015 on August 31, 2020 at 10:00 am.

All parties interested in submitting a bid shall be represented at the Pre-Bid Meeting.

Bids due:	1PM EST September 14
Scheduled opening of bids:	1 PM. EST September 17
Contact Person:	Anthony Branco, abranco@fhboro.org

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1. DEFINITIONS. For the purpose of the bid and all forms included hereto, the following definitions shall apply:

“Acceptable Container” refers to Acceptable Trash Container and/or Acceptable Recycling Container.

“Acceptable Trash Container” refers to Trash Container(s) (as defined herein) for the collection and storage of Municipal Solid Waste.

“Acceptable Recycling Container” for Scenario A (weekly recycling), refers to Borough approved 32-gallon, cylindrical, plastic container, *or Cart as defined herein*, clearly marked for the collection and storage of Recyclables. For Scenario B (bi-weekly recycling), refers to Borough approved 64-gallon, plastic container, *or Cart as defined herein*, clearly marked for the collection and storage of Recyclables. The type of Acceptable Recycling Container is subject to the resident’s request pursuant to Section 2.4

“Addenda” written instructions issued by the Borough prior to the opening of Bids which clarify, correct or change any of the Specifications.

“Bid” and “Bid Documents” mean the (1) bidder’s completed Bid Bond with Power of Attorney or cashier’s check, (2) completed Bidder’s Bid Form, (3) completed Non-Collusion Affidavit and (4) information submitted by bidder in response to the Bidder Qualification Questionnaire, all prepared and submitted by the Bidder for the Work in the accordance with the Specifications and Addenda (if any).

“Bid Bond” means the corporate surety bond or a certified check drawn on a national bank, in the form and amount specified in the Specifications, submitted with the Bid as a guarantee that the Bidder will, if called upon to do so, accept and enter in the Contract.

“Bidder” refers to the individual, firm, partnership, joint venture, contractor, vendor, corporation or association responding to the invitation to bid with a complete Bid submitted in accordance with the Specifications.

“Bulk Items” refers to items that are Municipal Solid Waste but are too large to fit into an Acceptable Trash Container but can be carried by two (2) people. Bulk Items include, but are not limited to, furniture, mattresses, storm sashes, screens, and rolled up and tied carpet or rugs no larger than 3’ x 6’. Bulk Items shall not include White/Metal Goods, construction debris, Hazardous Waste, or Prohibited Electronics.

“Construction Debris” means waste building materials resulting from construction, remodeling, repair or demolition operations.

“Contract” means the agreement entered into by and between the Borough and the chosen bidder, i.e. the Contractor, covering the Work to be performed pursuant to the contract. See Contract form included as part of these Specifications. The Contract incorporates the Contract Documents.

“Contract Documents” refers to the Specifications, Addenda (if any), Bid Documents of the awarded bidder, proof of insurance required by Specifications, and Performance Bond (with Power of Attorney) or, in the alternative, Letter of Credit pursuant to Specifications.

“Contract Price” is the monies payable by the Borough to the Contractor as stated in the Contract Documents.

“Contractor” refers to the individual, firm, partnership, joint venture, corporation, or association performing the Project under the Contract with the Borough.

“Curbside” from any Residential Dwelling Unit or other property served under the Contract, the nearest point at the side of a Borough or State-maintained roadway, or from a private roadway, the nearest point at the side of the private roadway provided the property owner(s) has/have issued a waiver for collection vehicles to travel along the private roadway for collection.

“Disposal” means the deposition or placing of Municipal Solid Waste in accordance with any and all county, state and federal regulations at the point of disposal.

“Dumpster” refers to containers used for large-scale collection of Municipal Solid Waste or Recyclables which come in varying sizes delineated by yards.

“Effective Date” means the date indicated in the Contract, on which the Contract becomes effective.

“Food Waste” means vegetable and other food scraps, including meat, dairy products, grease and bones, paper which has been contaminated with food, fat or grease, and compostable paper including paper towels, paper plates, tissue and waxed paper.

“Grass Clippings” refer to lawn waste resulting from mowing of lawns. For the purpose of this contract, grass clippings shall be considered Municipal Solid Waste.

“Hazardous Waste” or “HHW” refers to any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the Commonwealth to be hazardous as that term is defined by or pursuant to Federal or Commonwealth Law.

“Home Occupation” refers to any business conducted for gain within a dwelling which meets all of the criteria for “home occupation” found in the Borough Zoning Ordinance.

“Municipal Solid Waste” or “MSW” refers to any garbage, refuse, lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal or commercial establishments and from community activities and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. For Scenario A (weekly recycling) and Scenario B (bi-weekly recycling), the term does not include source-separated recyclable material. For Scenario C, the term does include recyclable material except White/Metal Goods and Prohibited Electronics. The term also does not include Prohibited

Electronics or Yard Waste. As it relates to disposal, Bulk Items shall be included within the definition of Municipal Solid Waste. As it relates to collection and transportation, Bulk Items are limited pursuant to these Specifications.

“Notice to Proceed” is a written notice given by the Borough to the Contractor fixing the date on which the Contract will commence and on which the Contractor shall commence performance of its obligations under the Contract Documents.

“Notice of Award” is the written notice by the Borough to the apparent successful bidder delivering the Contract for execution and return within 20 days after said notice and stating notice of the award of the Contract to the apparent successful bidder upon compliance with the conditions set forth in the Specifications related to execution of the Contract (i.e. Performance Bond or Letter of Credit).

“Performance Bond” refers to a corporate surety bond that guarantees compensation to the Borough in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract Documents.

“Price Per Residential Dwelling Unit” refers to the price per residential dwelling unit set forth on awarded Scenario A, Scenario B or Scenario C on Bidder’s Bid Form as the case may be.

“Prohibited Electronics” refers to electronics prohibited from placement in the waste stream under PA Act 108, known as the Covered Device Recycling Act (“CDRA”).

“Project” means the total Work to be provided under the Contract.

“Recyclables” includes office and mixed paper, cardboard and flat board, newspapers including colored inserts, manila and brown folders, glossy paper, magazines, empty aerosol cans, telephone books, bi-metal, tin and aluminum cans, clear, green, and brown glass bottles and jars, and plastics (numbers 1, 2, 3, 4, 5, 6, and 7) and White/Metal Goods. Excludes food waste, hazardous waste, all Prohibited Electronics, plastic shopping bags, medical waste, syringes, food waste, toner cartridges, glass panes, Pyrex, food containers, all Styrofoam products.

“Recycle” or “Recycling” means the collection, recovery, processing, and sale or reuse of metals, glass, paper, cardboard, plastics and other materials which would otherwise be disposed or processed as Municipal Solid Waste.

“Residential Dwelling Unit” refers to any premises utilized primarily as a residential dwelling unit, but excluding structures containing 4 or more residential dwelling units. A residential dwelling unit may contain a Home Occupation.

“Single Stream” refers to a recycling collection process whereby Recyclables are placed unsorted in an Acceptable Recyclables Container at curbside for collection by the Contractor

“Specifications” refers to these “Bid Specifications For Collection, Transport, and Disposal of Municipal Solid Waste, Collection, Transport, and Processing of Recyclables (if and as awarded).

“Subcontractor” refers to an individual, firm or corporation having a direct contract with the Contractor for the performance of any part of the Work. Unless otherwise indicated, the term Subcontractor shall include suppliers of the Contractor and suppliers of Subcontractors.

“Term” shall mean the term as defined in Section 8 of these Specifications.

“White/Metal Goods” means all major appliances, such as washers, freezers, stoves, dishwashers, dryers, refrigerators (remove doors), hot water tanks, trash compactors, microwaves, air conditioners, dehumidifiers, and other items of similar weight, material, size and nature. White/Metal Goods also includes Lawnmowers, bicycles, BBQ grills (gas and/or oil removed) and various other metal items.

“Work” refers to all the work and all the workmanship, materials, labor and equipment required for the performance and completion of the Contract, including all labor, services, plant machinery, apparatus, appliances, tools, supplies and all other services and/or things required by the Contract Documents to be done, furnished or performed throughout the contract term as prescribed herein and according to the requirements of the Borough Manager or his designee.

“Yard Waste” shall include plant materials (leaves, branches, brush, flowers, roots, etc.), debris commonly created or found in the course of maintaining yards and gardens. Yard Waste shall not include loose soils, sod, food waste, including food waste from gardens or orchards; food compost; plastics and synthetic fibers; lumber; tree stumps, any wood or tree limbs over four (4) inches in diameter; human or animal excrement; noxious weeds and soil contaminated with hazardous substances.

2. GENERAL DESCRIPTION OF THE WORK.

2.1. General. The Contractor’s performance under this Contract shall consist of all the items contained in these Specifications, including the furnishing of all the materials, equipment, labor, tools, supervision, insurance, bonds, transportation, taxes, permits, licensing fees, disposal charges, and all other items necessary to perform in accordance with the Contract Documents. The Contractor shall be responsible for collection and disposing of all MSW, Bulk Items, and Recyclables, without limitation of quantity except for the limitation on various kinds of Bulk Items and grass clippings if the grass clipping alternate is awarded. A CONTRACTOR’S BID MAY BE REJECTED FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, UNSATISFACTORY RECORD OF PAST PERFORMANCE IN THE BOROUGH OR ELSEWHERE, UNACCEPTABLE EXCEPTIONS TO BID REQUIREMENTS, AND PRICE.

2.2. The Work. The Work shall include the curbside collection, transport, and disposal of MSW as well as the collection, transport and processing of Recyclables (if and as awarded) from all Residential Dwelling Units located within the Borough which shall be in accordance with these Specifications.

2.2.1. Types of Establishments. The Contract requires the collection, transportation, and disposal of MSW and/or Recycling of source separated recyclable materials from all residential and municipal establishments in the Borough. The Contract does not include the following establishments:

2.2.1.1. Residential establishments consisting of four (4) or more independent dwelling units within a single building or complex, regardless of the form of ownership, or tenancy (*i.e.*, Condominiums, Apartments, Mobile Home Parks, etc.);

2.2.1.2. Commercial Establishments;

2.2.1.3. Industrial Establishments; and

2.2.1.4. Institutional Establishments, including public schools, private schools and places of worship.

2.3. Bid Form.

2.3.1. All Bids must be submitted in conformity with the requirements of these Bid Documents. All Bids must be submitted on the forms provided by the Borough for that purpose and written in ink or typewritten. Further, Bids shall remain firm for a period of sixty (60) days.

2.3.2. The Bids shall be enclosed in an envelope, which is to be sealed and clearly marked “PROPOSAL FOR THE COLLECTION AND DISPOSAL OF MSW & RECYCLING FROM RESIDENTIAL DWELLING UNITS AND MUNICIPAL ESTABLISHMENTS” so as to guard against opening prior to the time set therefore.

2.3.3. All Bids shall contain prices for all items of Work shown on the Price Sheet, in accordance with these Specifications. Failure to comply with this requirement will be justification for rejecting the Bid.

2.3.4. Included with each proposal the Bidder shall furnish one set of general plans and specifications setting for the equipment and methods proposed for the collecting, receiving, transporting, conveying, handling, treating and disposing of garbage, refuse, ashes, rubbish and ruffraff, and recyclables.

2.3.5. Any Bids submitted with conditions or expectations, or not otherwise in conformance with the terms and conditions of these Specifications may be rejected, at the Borough’s sole and unfettered discretion.

2.3.6. Sealed Bids must be addressed to the Borough Manager, Borough of Fountain Hill, 941 Long Street, Fountain Hill, PA 18015, and must be delivered prior to September 14th at 1 p.m.

2.4. Providing of Container. Prior to December 20, 2020, Contractor, at Contractor’s sole cost and expense, shall provide each Residential Dwelling Unit with a 64 gallon, or alternatively a 32 gallon pursuant to resident request, trash container (the “Trash Container” or

“Acceptable Trash Container”), which Trash Container shall not including identification of Contractor, but shall identify the Borough, be in good and acceptable condition of the Borough. The Trash Containers shall also be uniform in make, model and color. Upon delivery of the Trash Container, it shall be the exclusive property of real property owner of the Residential Dwelling Unit. In the event any Trash Container is deemed to be defective or is damaged by the Contractor requiring its replacement, Contractor shall replace said container with an alternative Trash Container within seven (7) days-notice from the Borough. Upon request from a property owner or the Borough to purchase an additional Trash Container, Contractor agrees to promptly deliver an additional Trash Container to the Residential Dwelling Unit in the exchange for \$75.

3. COLLECTION AND DISPOSAL SERVICES FOR MUNICIPAL SOLID WASTE.

3.1. Residential Establishment Services.

3.1.1. The Contractor shall provide curbside collection and disposal services for all MSW from all residential establishments in the Borough one (1) time per week, year-round. ALTERNATIVELY, the Borough is also requesting a Bid Price for the collection and disposal services for all MSW from all residential establishments in the Borough two (2) times per week. The Contract shall be based on a total number of 1,637 Residential Dwelling Units.

3.1.2. If the variation of the number of Residential Dwelling Units within one Contract Year is less than five percent (5%) then no price adjustment to the Contract Price and payments shall be made within that Contract Year, but the Contract Price shall be adjusted for the next Contract Year.

3.1.3. If the number of Residential Dwelling Units varies more than five percent (5%) in any one Contract Year, then the Contract Price and monthly payments to the Contractor for the following annual quarters (3 months) shall be equitably adjusted on a “pro-rata” basis, as the Borough will also be able to adjust its billing of Residential Dwelling Units accordingly in the next quarterly billing cycle.

3.1.4. The Contractor shall be responsible for collection and disposing of all MSW, Bulk Items, and Recyclables placed for collection by the residential and municipal establishments, without limitation of quantity except for any limitations as set forth in these Specifications.

3.2. Municipal Establishment Services. The Contractor shall also provide the following MSW and Recyclables collection and disposal services as part of this Contract at no additional cost. The exact location of each site will be designated by the Borough at the time of the award of the Contract, and may be altered by the Borough from time to time (each a “Municipal Establishment”):

<u>SITE & ADDRESS</u>	<u>CONTAINER SIZE</u>	<u>COLLECTION</u>
Borough Hall 941 Long Street	One (1) – 6 cy	Once/Week
Public Works Department	One (1) – 6 cy	Once/Week

843 North Clewell Street

Fire Department
950 Cherokee Street

One (1) - 6 cy

Once/Week

Borough Parks:

- | | | |
|---|---|---------------------------|
| a. Little League Baseball Field (Stanley Ave.) | | From April 15-October 15: |
| b. Playground (Stanley Ave.) | One (1) – 6 cy for each (a) through (d) | Twice/Week |
| c. Pool (Dodson & Spiegel) | | |
| d. Little League Baseball Field (Dodson Street) | | |

3.2.1. Additionally, the Contractor shall provide one (1) container for special events, the size to be discussed with the Contractor, upon timely advance notice by the Borough, as well as any construction projects that would prohibit curbside pickup of MSW and Recyclables.

3.3. Placement of Municipal Waste.

3.3.1. All MSW accumulated by owners or occupants of each Residential Dwelling Unit or Municipal Establishment will be placed in containers with lids only.

3.3.2. Containers, carts, or bins shall be placed so as to be accessible to the Contractor at ground level, and a point on or within five (5) feet of the public street or alley curb line from which collection is to be made.

3.3.3. These representations shall also apply to all existing multi-family residential dwelling units that are subject to this Contract. In such cases, if bins are necessary or desired, they shall be provided either by the property owner, occupants, or operators, or the Contractor, at their sole expense.

4. COLLECTION OPERATION.

4.1. Hours of Operation. Collection of MSW and Recyclables shall not start before 6:00 a.m. or continue after 6:00 p.m. on the same day, Monday through Friday in residential areas, collectors may service bins at parks and public facilities before, during, or after the residential collection hours. Exceptions to these collection hours shall be effected only by mutual agreement between the Borough and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances, such as adverse weather conditions, equipment breakdown, holidays etc.

4.1.1. Holidays. The following shall be holidays for the purposes of this Contract: (i) New Year's Day (January 1); (ii) Memorial Day (May); (iii) Independence Day (July); (iv) Labor Day (September); (v) Thanksgiving Day (November); and (vi) Christmas Day (December)

25). The Contractor may decide to observe any or all of the above holidays by suspension of collection on either the holiday or its official day of observance. If a holiday or its day of observance fall on a regular pick-up day, then the Contractor shall, nevertheless, provide substitute collection services to all Residential Dwelling Units at least one (1) time during the holiday week, with a schedule shift of not more than one (1) day. The successful bidder will be required to submit a schedule of holiday week changes for the length of the Contract.

4.2. Route of Collection. If the Borough decides to award the Bid based on two (2) collections per week, the existing collections days of Monday/Thursdays and Tuesday/Fridays are requested to continue for the North and South Zones, respectively, of the Borough. Should the Borough determine in its discretion to award the bid based on a collection at the rate of one (1) time per week, the day of collection shall be for collection days of Monday for the North Zone and Tuesday for the South Zone. Notwithstanding the foregoing, the Contractor, to the best of its abilities shall maintain the existing Route Schedule Map, attached hereto as Exhibit A. If there are changes required before beginning the collection require under the Contract, the Contractor shall determine with the approval of the Borough Manager upon what days of the week said collection shall be made in various districts of the Borough, and shall furnish the Borough Manager with a map upon which the districts collected from on a different days (if applicable) shall be clearly defined. Scheduled routes are to be maintained; provided, however that Contractor shall be permitted a one-time change to the schedule during the Term of the Contract.

4.3. Bulk Items.

4.3.1. Bulk Items shall be collected on regular collection days but limited to a maximum of one (1) Bulk Item per Residential Dwelling Unit per week. Bulk Items should be of a size and weight that may be reasonably lifted by two (2) persons. Residents shall call the Contractor when such items are to be left out or notify the Contractor via the contact form on the Borough's website. Contractor shall supply the Borough with a contact form for the Borough's use. The Contractor shall provide at least two (2) contact emails that will receive notifications from the Borough's contact form.

4.3.2. Contractor shall not be obligated to remove Bulk Item(s) unless it has been prepared for removal in accordance with all applicable laws, at the sole expense of the Resident. If Contractor does not collect the Bulk Item(s) due to non-compliance, the details shall be reported to the Borough within 24 hours of scheduled collection. However, if the Contractor does not collect the item, Contractor shall not be entitled to additional payment. If the Bulk Item(s) are not collected the Contractor must place a hanger on the item indicating why it was not collected.

4.4. Public Notices. The Contractor, at its sole cost and expense, shall prepare and place public notices in the form of "display" type advertisements, in the Morning Call or other newspaper as permitted by the Borough, for each of the following occasions, events, or activities under this Contract. Each public notice and advertisement shall be placed and run a minimum of two (2) times, on dates established or approved by the Borough in view of the circumstances:

4.4.1. Changes in either the scheduled days or districts for collection in all or part of the Borough;

4.4.2. Suspension of collection on either a holiday or its official day of observance, and collection on a substitute or rescheduled collection day; and

4.4.3. In cases other than the suspensions outlined above, changes in the scheduled day(s) of collection for all or parts of the Borough shall only be made with the prior written approval of the Borough Manager, and after at least 30 days written notice is given to all Residential Dwelling Units and published in an approved newspaper.

4.5. Notice of Collection Dates. Contractor shall be further required to provide the Borough with copies of a prepared pick up schedule notice to be provided to residents which shall inform them of the trash pick-up days. Contractor shall also ensure that this notice lists in bold phone numbers to contact the Contractor and advise the residents in any changes to the schedule that year due to holidays. Contractor shall also provide additional spare copies to the Borough for residents who move into the Township during any year of the Contract.

4.6. Emergency Adjustments. The Contractor shall also be required to adjust their routes upon short notice from the Borough to accommodate road projects, road closures, and emergency situations that may conflict with their routine collection of MSW and Recyclables.

4.7. Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. The Borough shall be copied on all correspondence between the Contractor and any Borough residents.

4.7.1. In cases of alleged missed scheduled collections, the Contractor shall investigate immediately and, if such allegations are verified, shall arrange for the collection of MSW or Recyclables within 24 hours after the complaint is received.

4.7.2. The Contractor shall maintain an office through which the Contractor can be contacted by Borough residents through a local telephone number. It shall be equipped with sufficient telephones, and shall have a responsible person in charge from 7:00 a.m. through 5:30 p.m. on regular collection days. An answering machine or service shall be provided at all other hours.

4.7.3. The Contractor shall provide a mobile and office telephone number of at least one (1) officer of the Contractor. The Contractor's "on call" officer shall be available for communication with the Borough Manager at all times, 24 hours per day, seven (7) days per week.

4.7.4. The Contractor shall have a responsible route manager on duty in the local area to be contacted by Borough officials in order to make immediate corrections to improper service and to report to the Borough Administration Building when requested.

4.8. Collection Equipment. The Contractor shall provide an adequate number of packer unit vehicles for regular collection services. All vehicles, bins, carts, and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall be watertight and shall be provided with a tight cover and operated as to minimize offensive odors and blow, dropped or spilled refuse. Each vehicle shall have on each side clearly visible identity, business address and telephone number of the Contractor. Each vehicle shall be marked on both sides either with Municipal Solid Waste or Recycling in letters not less than 10 inches high. As a part of their Bid, each Contractor must supply a list of all vehicles which it intends to utilize for regular collection

services. Finally, each vehicle shall be required to have a broom and dustpan to pick up any loose garbage or recycling which may fall off of any collection vehicle.

4.9. Emergency Equipment. The Contractor shall, at all times, have available a truck as described in Section 4.7 above, that is not used on a regular route in the collection of refuse, but which shall be used in case of an emergency upon the call of the Borough Manager or his or her designee.

4.10. Deductions for Violation of the Contract. It is understood and agreed that the Borough has the right to deduct from the monthly payments made to the Contractor the following amounts as liquidated damages for violation of this Contract:

<u>VIOLATIONS</u>	<u>DEDUCTION</u>
Failure/Neglect to Collect MSW and/or Recyclables	\$75.00 per day per each Residential Dwelling Unit or Municipal Establishment
Failure to Clean Spilled MSW or Recyclables and Replace Containers	\$150.00 per each offense plus costs of cleanup
Complaint not Timely Attended To	\$75.00 per occurrence
Failure to Complete Collection Within Required Hours	\$500.00 per occurrence
Failure to Provide Required Notifications or Comply with Other Provisions of Contract	\$250.00 per occurrence

4.10.1. It shall be a condition of the Contract that the question of deductions shall be decided by the Borough Manager or its delegate, subject to an appeal to the Borough Council of the Borough of Fountain Hill. The decision of the Council on the appeal shall be final and conclusive.

4.10.2. In addition, the Contractor shall be responsible and shall perform all cleanup and repairs necessary due to its actions or inactions under this Contract, and shall be liable for all costs of such cleanup or repairs.

4.11. Hauling. All MSW and Recyclables hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

4.12. Disposal.

4.12.1. All MSW collected for disposal by the Contractor shall be hauled to a disposal site. The charge for disposal shall be included in each of the prices set forth in the Bid.

4.12.2. Contractor shall comply with the Lehigh County Act 101 Municipal Solid Waste Disposal Plan, whether implemented by County Ordinance, MSW licensing provisions, or otherwise, as amended from time to time, at the prices set forth in the Bid. In the event the Contractor disputes a requirement of the County Ordinance, the Contractor must comply with such provisions of said plan, ordinance, which the Contractor or a Subcontractor (*i.e.* Disposal Sites) disputes or is in the process of appealing or challenging in good faith, until the dispute, challenge, or appeal process has been exhausted and the affected provision has been held valid, but may do so under protest.

4.12.3. MSW collected by the Contractor must be collected, transported, and disposed in strict conformance with County Ordinance Nos. 1991-125 and 1992-109 and any amendments thereto, and at the site designated by said plan. The Contractor shall be responsible for all fees associated with hauling to that site, including designated tipping and County administrative fees.

4.12.4. In the event that any of the foregoing revisions to the County Plan, or other changes result in a reduction in the Contractor's actual "tipping fees" and the County Administrative Fee, below the level of such fees which are now scheduled to be effective for the duration of this Contract, then the Borough shall be entitled to a deduction from the adjusted monthly price for MSW collection and disposal. The lump-sum amount of such deduction shall be the product of the aforesaid reduction in the Contractor's "tipping" and County Administrative Fees for that month, times the number of tons of MSW actually disposed at or through a County Plan site during the same month.

4.12.5. If the Borough delegates a disposal site or processing facility, then the Contract price shall be adjusted by an amount equal to the net of any increases and decreases in Contractor's disposal and hauling costs.

4.12.6. As an express condition of the Contractor's performance under this Contract is that the MSW that is to be disposed of shall be transferred, transported, and disposed lawfully in its facilities that are properly permitted and operating in accordance with all applicable laws, regulations, rules, permits, and orders of the jurisdiction in which those facilities are situated. In enforcement and furtherance of this requirement, the Contractor shall transfer, transport, and dispose of all MSW under this Contract in accordance with these Specifications. Furthermore, the Borough shall be entitled to request documentation of the Contractor's MSW transfer, transportation, and disposal operations, before the award of this Contract, and on a monthly basis thereafter. Compliance with these requirements shall be determined by the Borough, in its sole discretion. Failure to comply, or a prospective failure to comply, with these requirements for either facilities or documentation shall be deemed to be a substantial breach of this Contract, which if not corrected or remedied, shall justify the Borough giving notice and terminating this Contract.

4.12.6.1. Contractor shall supply the Borough with a letter, upon submission of the Bid, from Contractor's designated landfill(s) and contracted recycling centers, which states and confirms that the landfill(s) and recycling centers will have the capacity to accept the Borough's refuse and legal avenue for the disposal of all recyclables for the Term of the Contract and any Renewal Terms thereof.

4.12.6.2. If the Contractor intends to or is utilizing a transfer station and/or disposal site in compliance with the Lehigh County Act 101 MSW Plan, then the Contractor shall submit a letter (or other similar documentation) to that effect, identifying the specific transfer

facility and disposal site, the amount (percentage, tonnage, areas, ext.) that will be sent to such facilities, and the starting and ending dates for such utilization in accordance with the Lehigh County Act 101 MSW Plan.

4.12.6.3. If the Contractor intends to or is utilizing a transfer station or disposal site which is *not in compliance* with the Lehigh County Act 101 MSW Plan, then the Contractor shall submit the following documentation at least 30 days before any such utilization of a transfer station or disposal site which does not comply with the Lehigh County Act 101 MSW Plan, and at least 30 days before any such change in or to utilization of such a facility, or a substantial change in any of the following information: (i) Owner (name, mailing and physical address, telephone number, contract person name and title, of or for the owner of each such facility); (ii) Operator (name, mailing and physical address, telephone number, contact person name and title, of or for the operator of each such facility (if different from Owner)); (iii) Audited Financial Statements for the Owner and Operator of each such facility, as of the most recent fiscal year; (iv) Regulator Agencies (name, mailing and physical addresses, telephone number, contact person name and title, of or for each federal, state, county, local, or other governmental agency, institute, or business entity having jurisdiction over each such facility); (v) Identification and true, correct, and complete copies of any and all regulatory and/or operating permits, and orders, including any and all terms, limitations, and relevant conditions; (vi) Identification and true, correct and complete copies of any and all civil and criminal actions, suits, claims, citations, fines, notices, orders, assessments, prosecutions, depositions, indictments, revocations, or investigations (collectively “proceedings”) that have been commenced, threatened, served, issued, publicly announced, in progress, settled, consented to, reduce to judgment or discontinued, whether by any person or governmental entity, either by or against the Contractor, or affecting the Contractor or any of its assets or properties or any such facility or its owner or operator, within the last five (5) years or still pending as of the date of submission to the Borough, which are intended to or which may lead to suspension, revocation, termination, or similar action which will or may result in the impairment of that facility’s ability to lawfully transfer, transport, or dispose (as the case may be) of the MSW under this Contract; (vii) the Contractor shall also provide, for each such proceeding, its caption and the name, address, and telephone number of the adverse attorney or party in each such proceeding, which the Borough may contact to confirm the allegations and status of each such proceeding; and (viii) a concise narrative regarding the current status of all items under (v) and (vii) above.

4.12.7. The Contractor may be disqualified and rejected or terminated as not qualified or capable of performing this Contract if the listing or proceedings indicate that the Contractor or its properties or facilities are subject to such proceedings at a rate greater than normal or average for the industry; or which indicate a repeated pattern of disregard for environmental laws; or which could have, if determined or decided against the Contractor or its assets, properties, or facilities, a material adverse effect upon the Contractor or its future financial stability, or Contractor’s ability to meet the requirements of this Contract.

4.13. Tipping Fees.

4.13.1. For the entire Term, the Contractor shall be solely responsible for reporting and paying all fees and taxes assessed, levied, or otherwise required to be paid, in effect as of the date of the Bid award, by any one or more of the U.S. Federal Government, any State or Commonwealth, county, municipality, agency, authority, department or other governmental entity of any kind on any basis whatsoever; provided, that in the event of any increase or decrease in such fees or taxes that may occur within the Term, and which are applicable only to the MSW or Recyclables

that are the subjects of this Contract and not to other businesses or operations in general, than the Contractor may be reimbursed for any such additional costs or expenses, and the Borough may recoup any such decreased costs or savings, in the following manner:

4.13.1.1. Either party may give notice of any such change in the fees or taxes to the other party at any time during each Contract Year. Nevertheless, the adjustment in the affected portion of the Contract Price shall not become effective until the next succeeding Contract Year, which commences at least three (3) months after such notice is given;

4.13.1.2. The adjustment in the affected Contract Price shall be computed and paid as a “pass-through” on the same basis and in the same manner as the fee or tax involved, *e.g.*, on the basis of tonnage, revenues, etc. without any mark-up or discount being added or subtracted. Any such adjustment shall be supported by copies of appropriate documents such as weight slips, billings, etc. that are commercially reasonable and that would be required under generally accounting an auditing principles for the operation in the vicinity; and/or

4.13.1.3. The Borough and the Contractor may, but need not, also agree, either in advance or after any such change in the tax fee, to compromise and simplify the administration of such Contract Price adjustments by utilizing any one or more of the following methods, or similar: (i) Annual lump-sum; (ii) unit price per ton or truckload; (c) percentage of billing amount.

4.14. Point of Contact. All dealings, communications, contacts, etc., between the Contractor and Borough shall be directed by the Contractor to the Borough Manager or its delegate.

5. RECYCLING

5.1. Recycling Generally. Recycling no longer contributes to hauler revenues based on current market conditions. The Department of Environmental Protection (the “DEP”) is considering changes to Act 101 with respect to materials that mandated municipalities must recycle. To remain in compliance with any potential changes to Act 101, the Contract will require that the Contractor to collect all materials currently required by Borough Ordinance and Act 101 but will modify collection requirements and adjust fees as DEP collection requirements change. Notwithstanding the foregoing, all of the Specifications set forth herein for the collection and disposal of MSW concerning the hours of operation, storage, routes, holidays, complaints, collection equipment, hauling, locations, point of contact, and other provisions, unless expressly modified below, apply with equal force to the collection of Recyclables.

5.2. Collection. The Contractor shall provide curbside collections of Recyclables from all Residential Dwelling Units and Municipal Establishments in the Borough at intervals of one (1) time every two (2) weeks (bi-weekly). In each district, the collection of Recyclables shall occur on the same day as a regularly scheduled MSW collection.

5.3. Items to be Recycled. The Contractor shall collect al of the following subject to Act 101 modifications: (i) clear glass, (ii) colored glass, (iii) plastic (at least plastic soda bottles, consisting of “polyethylene terephthalate” (abbreviated as “PET” or “PETE”) and coded as “1”, plastic milk and water jugs, consisting of “high density polyethylene” (abbreviated as “HDPE” and coded as “2”; (iv) aluminum cans; (v) steel and bimetallic cans; and (vi) newsprint, newspapers, office paper, and junk mail. Any changes in the types of materials and plastics shall occur only after approval by the

Board of Supervisors and after 30 days written notice is advertised in a newspaper given to all Residential Dwelling Units in the Borough.

5.4. Ownership and Marketing. Once collected, all Recyclables shall be the property of Contractor. The Contractor shall have the sole responsibility for marketing all Recyclables collected. Recyclables may not be disposed of in any landfill, incinerator, or other disposal site, without prior documentation of unavailability of markets and approval by the Borough.

5.5. Cooperative Effort. The Borough and Contractor shall cooperate in implementing a notification and enforcement system whereby residents who do not prepare Recyclables in accordance with the Contract and appropriate ordinances, shall be notified by affixing or delivering a ticket, sticker, or other device which will indicate noncompliance, and then reported to the Borough for further legal action. Contractor shall also design and distribute, at its expense, to each Residential Dwelling Unit a hard copy educational piece once per year illustrating acceptable and unacceptable materials and how to prepare them for recycling. The piece should highlight to motto: "When in Doubt, Throw it Out".

6. COMPLIANCE WITH LAWS.

6.1. The Contractor shall perform this Contract in compliance with all applicable Federal, Commonwealth, County and Borough Ordinances, laws and statutes, and the rules, regulations, permits, and orders of their respective agencies; provided, however, that the Specifications herein stated shall govern the obligations of the Contractor where there exists conflicting Ordinances of the Borough on the subject.

6.2. The Borough shall be responsible for preparing, enacting and enforcing comprehensive ordinances regulating and enforcing the Billing and Collection Practices. The Borough shall also be responsible for preparing, enacting and enforcing comprehensive ordinances regulating and enforcing the storage, collection, and placement of both MSW and recyclables containers located at Residential Dwelling Units.

6.3. The Contractor shall report, at least verbally, to the Borough all instances of apparent non-compliance with either Borough ordinances or this Contract with regard to both MSW collection and disposal and recycling, within seventy-two (72) hours of becoming aware or on notice of that non-compliance.

7. EFFECTIVE DATE. The Contract shall be effective, enforceable, and in force upon the execution of the Contract by the Contractor and Borough. Performance of the Contract shall begin on January 1, 2021.

8. CONTRACT DURATION AND YEARS

8.1. Term. This Contract shall begin on the Effective Date, and performance hereunder shall extend to the third (3rd) anniversary of the Effective Date (the "Term").

8.2. Contract Year. Within the Term or any Renewal Term (hereinafter defined), the Contract shall consist of three (3) individual Contract periods, with the first period commencing on January 1, 2021 and ending on December 31, 2021, and each additional period commencing on January 1 of a calendar year and ending on December 31 (each a "Contract Year").

8.3. Termination. Within the initial Term or any Renewal Term, the Borough may terminate the Contract at any time upon at least 30 days written notice in advance of such termination, without further liability or obligation to the Contractor, without pro-rating payments to the date of termination, only for Contractor's failure to conform to any of the provisions of the Contract, within 10 days after written notice of that failure is sent to the Contractor.

8.4. The Term may be extended for successive periods no more than 36 months by the Borough (each twelve month period, a "Renewal Term"), at the prices for the last Contract Year, provided that the Contract may be terminated when either the Borough or the Contractor notifies the other in writing not less than six (6) months prior to the expiration of the Term or of any successive Renewal Term of that party's intention to terminate this Contract at the end of the Contract Year, without any further liability or obligation to either party.

9. NONDISCRIMINATION. The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, handicap, national origin, sexual orientation and gender identity (in the event the Contractor employs 15 or more persons) or other reasons as seen on Schedule A, the Pennsylvania Department of Environmental Protection ("DEP") Standard Nondiscrimination Clause, which is attached hereto and made a part hereof, and shall be executed by the Contractor upon award of this Contract.

10. INDEMNITY. The Contractor shall exonerate, indemnify, hold harmless, defend, and exempt the Borough and all of its elected Supervisors, officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, fines or penalties, loss, injury, witness and attorney's fees, whether on account of injury or death to persons or property damage, or any type of enforcement action, arising out of any act or omission solely or partially of the Contractor, its officers, agents, servants, and employees incident to any work or services under this Contract.

11. LICENSES AND FEES. The Contractor shall obtain all licenses and permits and promptly pay all fees required by the Borough, County, and by the Commonwealth of Pennsylvania to perform the services as required by the Contract.

12. INSURANCE.

12.1. The Contractor, within 30 days after the award of the Contract from the Borough, shall procure, maintain, and provide evidence in the form of policies of insurance or insurance binders acceptable to the Borough, all at the Contractor's sole cost and expense, that the insurances specified below are in full force and effect. Each Certificate of Insurance shall require that notice by Certified or Registered Mail be given to the Borough at least 30 days prior to cancellation or material change in the policies.

12.2. For the purpose of this Contract, the Contractor shall maintain in full force and effect Workers' Compensation and Employers' Liability, Commercial, General, Commercial Auto and Commercial Umbrella Liability insurance, including Contractual Liability coverage for the Indemnity provisions by an insurance carrier so licensed in the Commonwealth of Pennsylvania and rated not less than A- by the A.M. Best Company Insurance Services, or the equivalent, in the following amounts:

COVERAGES

LIMITS OF LIABILITY

Workers' Compensation and Employer's Liability	Statutory \$100,000 Each Accident \$500,000 Disease – Policy Limit \$100,000 Disease – Each Employee
Commercial General Liability, Contractual Liability, Personal Injury and Property Damage Liability	\$1,000,000 Each Occurrence \$1,000,000 Products Aggregate \$1,000,000 General Aggregate \$50,000 Fire Damage \$5,000 Medical Expense
Commercial Auto Liability, Bodily Injury and Property Damage Liability	\$1,000,000 Per Accident
Commercial Umbrella Liability, in Excess of the above	\$5,000,000 Each Occurrence \$5,000,000 Aggregate

13. PERFORMANCE BOND.

13.1. The Contractor shall furnish a Performance Bond within thirty (30) days of award of the Contract as security for the faithful performance of this Contract which shall be in an amount no less than fifty percent (50%) of the total liability under the Contract.

13.2. Renewal and/or replacement of this Performance Bond annually on the commencement of each individual Contract Year with the same or different sureties, shall be acceptable, provided that the required security is continuously maintained and in full force and effect.

13.3. Renewal/replacement bonds shall be furnished to the Borough at least 30 days before any expiration of any previous Performance Bonds; otherwise, the Contractor may then be declared to be in default of this Contract, and the Borough shall then have the right to demand full performance and to collect under and from the previous bond.

13.4. Premiums for the Performance Bond shall be paid by the Contractor. A certificate from the surety showing that the premiums are paid in full shall accompany the Performance Bond.

13.5. The surety on the Performance Bond shall be a duly authorized corporate surety company licensed or authorized by the Pennsylvania Commissioner of Insurance to provide surety bonds in the Commonwealth, with an acceptable financial rating, and in a form acceptable to the Borough (“Surety Company”). The Surety Company shall be rated as “A or A+” by the A. M. Best Company Insurance Services, or equivalent.

13.6. The amount of the Performance Bond shall not exceed ten percent (10%) of either the net assets or capital surplus of the Surety Company, in accordance with generally accepted accounting principles.

13.7. Documentation of the Surety Company's compliance with these provisions shall be submitted before the Performance Bond requirement is satisfied.

13.8. Attorneys-in-fact who sign the Performance Bond shall further provide an originally executed, certified, notarized, and effectively dated copy of their Power of Attorney, which shall be subject to the approval of the Borough.

13.9. Letter of Credit. As an alternative to the Performance Bond, the Contractor may furnish with the Borough an Irrevocable Letter of Credit from a financial institution satisfactory to the Borough for fifty percent (50%) of the total liability under the Contract, in a form satisfactory to the Borough. Said Letter of Credit shall provide that said financial institution shall release the full value of the Letter of Credit to the Borough within 72 hours of the Borough making a demand to the financial institution for release of said funds. Said Letter of Credit may provide for a pro-rata reduction therein annually over the term of the Contract. The cost of said Letter of Credit shall be paid by the Contractor. A certificate evidencing payment of said cost shall accompany the Letter of Credit when presented to the Borough.

14. NOTICES. Any notices required to be in writing pursuant to the terms of the Contract or these Specifications shall be served by Certified or Registered Mail, Return Receipt requested, postage prepaid, to the last known mailing address of the Contractor, and shall be deemed to have been provided, sent, or served on the date of mailing.

15. BASIS AND METHOD OF PAYMENT.

15.1. Collection and Disposal and Recycling Rates. For performance of the Work selected by the Borough under this Contract, the Contractor shall be paid in accordance with the prices stated for each respective Contract Year, pro-rated for payment on a monthly basis.

15.2. Borough to Act as Collector. The Borough shall submit statements to and collect from all Residential Dwelling Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

15.3. Delinquent and Closed Accounts. The Contractor shall discontinue solid waste collection service to any Residential Dwelling Unit as set forth in written notice sent to the Contractor by the Borough. Upon further notification by the Borough, the Contractor shall resume solid waste collection on the next regularly scheduled collection day.

15.4. Contractor Billings to Borough and Payment. The Contractor shall bill the Borough for all services rendered under this Contract for each month at least ten (10) days before the end of that month. The bill shall be rendered to: The Borough of Fountain Hill, Attn: Finance Director, 941 Long Street, Fountain Hill, PA 18015. The Borough shall then pay the Contractor on or before the 25th day of the next following month, after approval of that bill, which approval shall normally occur at the regular Council meeting of that next following month. The billing and payment shall be based on the prices and service items set forth in the Contract.

16. ASSIGNMENT AND TRANSFERABILITY OF CONTRACT.

16.1. The Contractor shall give its personal attention constantly to the faithful performance of the Contract and shall keep the same under its own control.

16.2. The Contractor shall not assign or delegate, by power of attorney or otherwise, nor sublet the Contract or any part thereof, nor any rights accruing under the Contract, without the previous written consent of the Borough Manager, which shall not be unreasonably withheld.

16.3. In such case, the Contractor shall state to the Borough Manager in writing the name and address of each subcontractor which the Contractor intends to employ, the portions of the Contract affected, the place of business, and such other information as the Borough Manager may require, in order for the Borough to ascertain whether each subcontractor is reputable and reliable and able to perform the Contract as called for in the Specifications. In any such event, the assignee shall also assume the liability and responsibility of the Contractor.

16.4. The Contractor shall not, either legally or equitable, assign any of the monies payable under the Contract, unless by and with the like consent of the Borough Manager.

16.5. The Contractor shall not be released from any of its liabilities or obligations under this Contract, if any subcontractor fails to perform in a satisfactory manner the portion of the Contract undertaken by that subcontractor.

17. EXCLUSIVE CONTRACT. The Contractor shall have the sole and exclusive license and privilege from the Borough to provide the selective services to Residential Establishments within the corporate limits of the Borough for the duration of this contract, except for the residents' individual rights to recycle through other organizations.

18. STRIKE CLAUSE. The Borough shall hold the Contractor responsible to provide services, regardless of any strike of personnel employed by the Contractor or at any landfill, incinerator, or processing facility.

19. OWNERSHIP. Title to MSW shall pass to the Contractor at the earlier of when it is placed in the Contractor's collection vehicle, removed by the Contractor from a bin, cart, or container, or removed by the Contractor from a customer's premises. As between the Borough and the Contractor to this Contract, all MSW including any, recycling and HHW shall be deemed to be generated by the Residential Dwelling Unit from which it is picked up and not generated by the Borough, except for collection from Municipal Establishments. The Residential Dwelling Units shall also be third-party beneficiaries of this Contract.

20. CONTRACTOR INTEGRITY PROVISIONS FOR BOROUGH CONTRACTS. The standard Department of Environmental Protection "Contractor Integrity Provisions for Contracts" is attached hereto at Schedule B and incorporated by reference hereto. The Contractor agrees to comply with these provisions.

SCHEDULE A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the Contract on account of gender, race, creed, or color. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the Contract relates. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Department of General Service's Bureau of Diversity, Inclusion & Small Business Opportunities ("BDISBO"), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor. The Commonwealth may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

[Signatures to Follow]

[Signature Page to Nondiscrimination Clause]

IN WITNESS WHEREOF, the Contractor hereto has set its hand and seal this _____ day of _____, 20____.

WITNESS:

CONTRACTOR: (NAME)

By: _____

By: _____

By: _____

CORPORATE SECRETARY
(NAME)

(NAME)
(TITLE)

(CORPORATE SEAL)

Federal Identification Number
or Social Security Number

SCHEDULE B

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Borough of Fountain Hill (the "Borough") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Borough contracting and procurement process.

1) DEFINITIONS. For the purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

a) "Affiliate" means two (2) or more entities where (a) a parent entity owns more than fifty percent (50%) of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent (50%) of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner;

b) "Consent" means written permission signed by a duly authorized officer or employee of the Borough, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Borough shall be deemed to have consented by virtue of the execution of this Contract;

c) "Contractor" means the individual or entity that has entered into this Contract with the Borough;

d) "Contractor Related Parties" means any affiliate of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent (5%) or more interest in the Contractor;

e) "Financial Interest" means either: (1) ownership of more than a five percent (5%) interest in any business; or (2) holding a position as an officer, director, trustee, partner, employee, or holding any position of management;

f) "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.153(b), shall apply;

g) "Non-Bid Basis" means a contract awarded or executed by the Borough with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2) COVENANTS. In furtherance of this policy, Contractor agrees to the following:

a) Contractor shall maintain the highest standards of honesty and integrity during the performance of this Contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Borough;

b) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provision as they relate to the Contractor activity with the Borough and Borough employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the Work are performed shall satisfy this requirement;

c) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania or Borough Board of Supervisors, statement of policy, management directive or any other connection with the Work under this Contract, except as provided in this Contract;

d) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this Contract, unless the financial interest is disclosed to the Borough in writing and the Borough consents to Contractor's financial interest prior to the Borough execution of the Contract. Contractor shall disclose the financial interest the Borough at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the Contract signed by Contractor.

e) Contractor certifies to the best of its knowledge and belief that within the last five (5) years, the Contractor or Contractor's Related Parties have not:

i) Been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;

ii) Been suspended, disbarred or otherwise disqualified from entering into any contract with any governmental agency;

iii) Had any business license or professional license suspended or revoked;

iv) Had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or antitrust; and

v) Been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

f) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 *et seq.*) regardless of the method of award;

g) When the Contractor has a reason to believe that any breach of ethical standards as set forth at law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Borough officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Borough contracting officer or the Office of the State Inspector General in writing;

h) Contractor, by submission of its bid or proposal and/or execution of this Contract and by the submission of any bills, invoices or requests for payment pursuant to the Contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the Contract, to include any extensions thereof. Contractor shall immediately notify the Borough in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Borough for the reasonable costs of investigation incurred by the Borough for investigations of the Contractor's compliance with the terms of this or any agreement between the Contractor and the Borough that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment;

i) Contractor shall cooperate in any investigation of any alleged Borough agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Borough or any investigative entity, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by such investigative entity to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this Contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this Contract solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Borough and any such subcontractor, and no third-party beneficiaries shall be created thereby; and

j) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this Contract, and debar and suspend Contractor from doing business with the Borough. These rights and remedies are cumulative, and the use or non-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

3) WRITTEN EXPLANATION. If Contractor cannot certify to the requirements in Section 2, then it must submit along with its bid, proposal, or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor.

4) ONGOING OBLIGATION. The Contractor's obligation pursuant to this certification is ongoing from and after the Effective Date of the Contract through the end of the Term, and any Renewal Terms thereto. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the Term if it becomes aware of any event which would cause the Contractor's certification or explanation to change.

5) TERMINATION OF CONTRACT. Contractor acknowledges that the Borough may, in its sole discretion, terminate the Contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances were false or should have been known to be false when entering into the contract

SCHEDULE C

CONTRACT FOR
COLLECTION, DISPOSAL, AND RECYCLING SERVICES
FOR MUNICIPAL SOLID WASTE FROM
RESIDENTIAL AND MUNICIPAL ESTABLISHMENTS

BY THIS CONTRACT (the "Contract"), made this ____ day of _____, 2020, by and between THE BOROUGH OF FOUNTAIN HILL, a political subdivision and municipal corporation, duly organized and lawfully existing under the General Municipal Laws of the Commonwealth of Pennsylvania, with business offices at 941 Long Street, Fountain Hill, PA 18015 (hereinafter designated as "Borough").

A N D

_____, a corporation/partnership/limited liability company/ sole proprietorship registered to do business in Pennsylvania, with business offices at _____ (street address and P.O. address, town, state, zip code, telephone and FAX no.) (hereinafter "Contractor"),

WHEREAS, the Borough desires to obtain services for the collection, disposal, and recycling of all Municipal Solid Waste from residential and municipal establishments in the Borough; and

WHEREAS, according to law, the Borough has duly prepared the required legal notice and instructions to Bidders, Specifications, Contract with Price Sheet, Questionnaire and advertised same; and

WHEREAS, the Contractor has submitted a Bid to provide such services, which conforms to the requirements set forth by the Borough, and

WHEREAS, the Borough now desires to accept certain portions of the Bid of the Contractor to provide such services, and the Borough further desires that such services be performed under and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of each of their respective agreements, covenants, promises, representations, and warranties contained herein, the Borough and the Contractor mutually agree as follows:

1) WORK TO BE DONE BY CONTRACTOR. The Contractor agrees to provide services in a careful and workmanlike manner in accordance with the "Specifications for collection, Disposal, and Recycling Services for Municipal Solid Waste From Residential and Municipal Establishments", a true, correct, and complete copy of which is attached hereto at Exhibit A (herein also collectively referred to as "Specifications"), and the attached "Price Sheet", for the following particular types of services only listed on Exhibit B attached hereto (the "Services"). The terms and conditions of Exhibit A and Exhibit B are incorporated hereto as if fully set forth herein.

2) PAYMENT BY BOROUGH. The Borough agrees to pay the Contractor the prices set forth by the Contractor on its Price Sheet only for those Services which the Borough desires, payment to be made as stated in the Specifications.

3) ENTIRE AGREEMENT. This Contract contains the whole agreement between the Borough and the Contractor, and there are no other terms, obligations, covenants, representations, statements, or warranties, oral or otherwise of any kind whatsoever.

4) APPLICABLE LAW. This Contract shall be construed under the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall be only in Lehigh County.

5) SEVERABILITY. This Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Contract.

6) BINDING EFFECT. This Contract shall be binding upon each of the parties hereto, and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Borough and the Contractor have affixed their hands and seals effective on the day and date first stated above by their respective officers, who hereby certify for themselves respectively that they are duly authorized and empowered to execute and enter into this Contract. I/We have also executed and attached the required Non-Collusion Affidavit, with full authority to do, and intend for it to be lawfully binding upon the contractor.

[Signatures to Follow]

[Signature Page to Trash Bid Contract – Fountain Hill]

(If Corporate)

ATTEST:

(Name)
Corporate Secretary

CONTRACTOR:

By: _____
(Name)
(Title)

(If Partnership)

ATTEST:

(Name)

By: _____
(Name) General Partner

(If Limited Liability Company)

ATTEST:

By: _____
(Name) Member

SIGNED AND SWORN TO
Before me this ____ day
of _____, 20__.

NOTARY PUBLIC

ATTEST:

Borough Secretary

BOROUGH:

BOROUGH COUNCIL
BOROUGH OF FOUNTAIN HILL

By: _____
Leo Atkinson, President
Borough Council

(BOROUGH SEAL)

SCHEDULE D

NON-COLLUSION AFFIDAVIT

STATE OF PENNSYLVANIA)
)
COUNTY OF _____)

I state that I am the _____ (title) of _____
(name of firm) the (“Trash Bidder”) and that I am authorized to make this affidavit on behalf of my
firm for the price(s) and the amount of this bid.

I further state:

1. The price(s) and the amount of this bid have ben arrived at independently and without
consultation, communication or agreement with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor
approximate amount of this bid has been disclosed to any other firm or person who is a bidder or
potential bidder, nor will they not be disclosed before bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from
bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or
non-competitive bid or other form of complementary bid.

4. The Trash Bidder, its affiliates, subsidiaries, officers, directors and employees are not
currently under investigation by any governmental agency and have not in the last four (4) years been
convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving
conspiracy or collusion with respect to bidding on any public contract, except as follows:

5. The Trash Bidder understands and acknowledges that the above representations are
material and important to the Borough and will be relied on in awarding the contract(s) for which this
bid is submitted. I understand, and the Trash Bidder understands, that any misstatement in this affidavit
is and shall be treated as fraudulent concealment from the Borough of Fountain Hill of the true facts
relating to the submission of bids for this contract.

By: _____
Name:
Title:

SWORN AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF _____, 20__

Notary Public

My Commission Expires:

SCHEDULE E

BIDDER QUALIFICATION QUESTIONNAIRE

It is mandatory that each entity submitting a bid for this contract complete this Bidder Qualification Questionnaire. For purposes of the Qualification Questionnaire, the term “Bidder” shall include the entity that is submitting the bid for this contract a the owners, shareholders, partners, officers, directors and high managerial employees of the entity, as well as any parent corporation, subsidiary corporation, sister corporation, affiliated corporation, limited liability company, proprietorship, partnership or other entity related to or associated or affiliated with the entity that is submitting the bid for this contract, and the owners shareholders, partners, officers, directors and high managerial employees of those related , associated or affiliated entities. For purposes of this Qualification Questionnaire, the term “Bidding Entity” shall mean the entity that is submitting the bid for this contract.

All questions must be answered. The failure to complete any portion of this questionnaire shall render a bid non-responsive. Any omission or misrepresentation that the Borough deems material will also render a bid non-responsive. The Borough shall reject all bids that are non-responsive.

In the space provided and using additional sheets if necessary, please answer the following questions:

1. Please list the names of any parent corporation, Subsidiary Corporation, Sister Corporation, affiliated corporation, Limited Liability Company, proprietorship, partnership or other entity related to, or associated with the Bidding Entity.

2. List and describe the nature of any felony or misdemeanor criminal convictions of the “Bidder” or guilty plea or plea of no contest by the Bidder in the last seven (7) years.

3. In the last ten (10) years has the Bidder, as a Defendant in a criminal action, ever been found guilty of or plead guilty or no contest to any violation of the anti-trust laws of the United States?

Yes_____ No_____

If yes, lease provide the following information:

- i. the date of the conviction or plea
- ii. The court where the conviction or plea was entered
- iii. Names of Defendants who were found guilty or pled guilty or no contest
- iv. Crimes which Defendants were found guilty of or pled guilty or no contest to

- v. Sentence imposed by the Court including, but not limited to, incarceration, probation, and fines.

4. In the last ten (10) years has the Bidder, as a Defendant or Respondent in a civil action, ever been adjudicated in violation of the anti-trust laws of the United States, had a verdict or judgment entered against it, him or her for any violation of the antitrust laws of the United States, or has the Bidder ever entered into a settlement agreement consent agreement or other similar agreement that resolved a civil action in which a violation of the anti-trust laws of the United States was alleged?

Yes _____ No _____

If yes, please provide the following:

- i. State whether the civil action resulted in a verdict, judgement, and consent agreement or settlement agreement
- ii. The date of the verdict, judgment, consent agreement, settlement agreement
- iii. The name of court, in which the verdict was rendered, the judgment entered or the consent agreement or settlement agreement recorded
- iv. The names of the Defendants against whom the verdict judgement was entered.
- v. The amount of the verdict or judgement entered.

Attach a copy of any consent agreement or settlement entered into by the Bidder

5. Does the Bidder own and/or operate any sites that are superfund sites as designated by the Environments Protection Agency on its National priority list for site clean-ups?

Yes _____ No _____

If yes, please provide the name and location of each such site.

6. How many years of experience has the Bidder had in the collection of residential waste under municipal contracts?

7. The Bidder must provide letter references dated within the last two (2) years from at least three (3) Pennsylvania municipalities evidencing satisfactory performance under a municipal contract. Those references letters must be attached to the Qualifications Questionnaire.

8. In the last ten (10) years, has the “Bidder” ever failed to complete a municipal contract that was awarded to it or has had a municipal contract terminated for cause?

Yes _____ No _____

If yes, please describe the circumstances:

9. Bidder shall list at least three (3) Pennsylvania municipalities with which it currently has a contract for municipal recycling collection, and the “Bidder” must provide the names and telephone number of the municipal employee that oversees such contract

Municipality	Municipal Contact Person	Phone Number
_____	_____	_____
Municipality	Municipal Contact Person	Phone Number
_____	_____	_____
Municipality	Municipal Contact Person	Phone Number
_____	_____	_____

10. Attach a copy or sample of your “Notice to Customer and Reason for Refusal to Pick-up Material”.

11. Explain how your company would transmit refusal of pick-up to the Borough's office.

12. List the equipment and personnel that that will be used in the performance of this contract. The nature of the equipment and size of crews must be specifically noted.

(Attach additional sheets as needed)

13. List the sites to be used for recyclable marketing:

Organization	Types of Materials Handled
--------------	----------------------------

Organization	Types of Materials Handled
--------------	----------------------------

Organization	Types of Materials Handled
--------------	----------------------------

14. State financial ability and your plans for financing this work if awarded this contract:

15. State all your banking connection and give banking references:

16. Who will supervise the work if the contract is awarded to you?

17. Attach statement of Financial Condition, including Contractor's latest regular dated audited financial statement or balance sheet, which must contain the following items:

Current Assets: Cash joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and material and prepaid expenses, net fixed assets and other assets.

Current liabilities: Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes, other liabilities and capital (capital stock authorized and outstanding shares per values, earned surplus).

Date of Statement or Balance Sheet: _____

Name of firm preparing statement: _____

SCHEDULE F

BID BOND

(THIS FORM MUST BE USED. NO BOND FORM SUBSTITUTIONS ALLOWED)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____, as Principal, and _____, as Surety are held and firmly bound unto the Borough of Fountain Hill (the "Borough") in the liquidated damages sum of \$_____, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid, dated _____ for the Collection, Disposal, and Recycling Services for Municipal Solid Waste from Residential and Municipal Establishments.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified herein after the opening of the same, or if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or if no period be specified, within the fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Borough in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; and in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, the Principal shall pay the Borough the amount specified in said Bid Bond, then upon entering Contract in accordance with its terms the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

[Signatures to Follow]

[Signature Page to Bid Bond – Fountain Hill]

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of 20____ 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:

PRINCIPAL:

BY:

Name:

Title:

ATTEST:

SURETY:

BY:

Name:

Title:

(Power of Attorney for person signing for Surety Company must be attached to bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the _____ Secretary of the Corporate named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal was then _____ of said Corporation; that I know his signature and his signature thereto is genuine, and that said bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(TITLE)

SCHEDULE G

HISTORIC TONNAGE REPORT

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Municipal Solid Waste (MSW)	2226	2559	2555	2549	2602
Commingled	100	73	595	66	71
Mixed Fiber/Newspring	176	136	172	121	120

Approximate Number of Residential Properties: 1600

Population Based on 2016 Census: 4,634

DISCLAIMER: ANY INFORMATION ON EXISTING CONDITIONS, CIRCUMSTANCES, PRACTICES, PROCEDURES, METHODS OF COLLECTION, VOLUMES OR QUANTITIES, AND OTHER SUBJECTS IS PROVIDED BY THE BOROUGH SOLELY AS A CONVENIENCE TO THE BIIDDERS AND IS BASED ON THE BEST INFORMATION AVAILBLE TO THE BOROUGH. HOWEVER, SUCH INFORMATION IS NOT WARRANTED OR GUARANTEED AS TO ACCURACY OR COMPLETENESS BY THE BOROUGH. ANY RELIANCE ON THIS INFORMATION BY A BIDDER AS A COVENANT, REPRESENTATION, PROMISE, AGREEMENT, WARRANTY, OR OTHERWISE, IS NOT AUTHORIZED BY THE BOROUGH, AND SHALL BE THE SOLE RISK AND RESPONSIBILITY OF THE BIDDER. EACH BIDDER SHALL PERFORM ITS OWN INVESTIGATION AND SATISFY ITSELF AS TO THE ACCURACY, RELEVANCE, AND QUALITY OF THAT INFORMATION.

SCHEDULE H

LEGAL ADVERTISEMENT

Notice to bidders:

Sealed bids and proposals for
COLLECTION, DISPOSAL, AND RECYCLING SERVICES FOR MUNICIPAL SOLID WASTE
FROM RESIDENTIAL AND MUNICIPAL ESTABLISHMENTS.
From January 1, 2021 through December 31, 2023

Will be received until 1:00 pm EST on September 14, 2020 by the Borough of Fountain Hill in the Borough offices at 941 Long Street, Fountain Hill, PA 18015. Bid specifications and bid documents can be obtained at the Borough offices between the hours of 8 am and 4:30 pm weekdays. Each bid shall include a cashier's check or bid bond in an amount equal to ten percent (10%) of the total annual bid.

Each bid shall be accompanied by a Certificate of Non-Collusion and all other documents as specified. A performance bond will be required from the successful bidder in the full amount of the annual contract price.

Bid shall remain firm for a period of sixty (60) days, all bidders are required to attend a mandatory pre-bid meeting at 10:00 a.m. on August 31, 2020 at the Borough offices.

The Borough of Fountain Hill reserves the right to waive any informalities in or to reject any and all bids, and to enter into such a contract as may be deemed to be in the best interest of the Borough of Fountain Hill.

Anthony Branco
Borough Manager

Advertised in the Express Times
Affidavit Required

SCHEDULE I

BID PROPOSAL PRICE SHEET

Under this proposal MSW shall be collected and disposed of: under the Base Bid – one (1) time per week, and under the Alternate Bid – two (2) times per week, from all areas of the Borough in accordance with the specifications contained in this contract. Scheduling and routing shall meet Borough approval.

OPTION 1 (Schedule: (1) MSW Collection one (1) time / week (entire Borough) and (2) Recycling Collection one (1) time / week (entire Borough):

	BASE BID (See Below)	ALTERNATE BID (See Below)
1st 12 Months (1/1/21 – 12/31/21)		
2nd 12 Months (1/1/22 – 12/31/22)		
3rd 12 Months (1/1/23 – 12/31/23)		
TOTAL		

OPTION 2 (Schedule: (1) MSW Collection two (2) times / week (entire Borough) and (2) Recycling Collection one (1) time / week (entire Borough):

	BASE BID (See Below)	ALTERNATE BID (See Below)
1st 12 Months (1/1/21 – 12/31/21)		
2nd 12 Months (1/1/22 – 12/31/22)		
3rd 12 Months (1/1/23 – 12/31/23)		
TOTAL		