

NOTICE

Notice is hereby given that sealed proposals for trash collection services addressed to Borough Manager will be received at the Morrisville Borough Municipal Building, 35 Union Street, Morrisville, PA 19067 until 3:00 pm on July 1, 2020. The sealed bids will be publicly opened and read aloud in the Morrisville Borough Municipal Building, 35 Union Street, Morrisville, PA 19067 at 1:00 pm on July 2, 2020.

Specifications and information for bidders may be obtained at the Morrisville Borough Municipal Building, Monday through Friday, 9:00 am to 3:00 pm at a non-refundable cost of ten dollars (\$10.00) per set. Specifications may also be obtained electronically by visiting the Morrisville Borough website: www.morrisvillepagov.com/public-portal.

Scott Mitchell
Borough Manager

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals for trash collection services addressed to Scott Mitchell, Borough Manager will be received at the Morrisville Borough Municipal Building, 35 Union Street, Morrisville, PA 19067 until 3:00 pm on July 1, 2020. No bid will be accepted after such date and time, and any bids received after such date and time will be returned unopened to the bidder. The sealed bids will be publicly opened and read aloud in the Morrisville Borough Municipal Building, 35 Union Street, Morrisville, PA 19067 at 1:00 pm on July 2, 2020.

It is strongly recommended that all bidders attend a pre-bid conference, which will be held on June 23, 2020 at 1:00 pm in the Morrisville Borough Municipal Building, 35 Union Street, Morrisville, PA 19067. There will be no decisions made at this meeting.

Questions to be asked during the pre-bid conference, must be submitted by email to Scott Mitchell at: smitchell@morrisvillepagov.com. The cutoff deadline for any questions is 2:00 pm on June 18, 2020. Failure to submit pre-bid conference questions in writing will be regarded as informal exchanges and will not become a part of the record. Any changes to the bid specifications will be made in writing by an addendum. Any addendums to the bid specifications and/or responses to questions submitted prior to the pre-bid conference will be posted on the Morrisville Borough website (www.morrisvillepagov.com/public-portal) and will be forwarded to all known Bidders' email addresses no later than June 25, 2020.

Specifications and information for bidders may be obtained at the Morrisville Borough Municipal Building, Monday through Friday, 9:00 am to 3:00 pm at a non-refundable cost of ten dollars (\$10.00) per set. Specifications may also be obtained electronically by visiting the Morrisville Borough website: www.morrisvillepagov.com/public-portal.

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

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

Morrisville Borough reserves the right to reject any or all bids, to waive any defects or irregularities in the bid proposal, and to accept the bid that, in its sole judgment, is in the best interest of the Borough as permitted by law.

Scott Mitchell
Borough Manager

SECTION 1.0: INSTRUCTIONS TO BIDDERS

1.01 Scope of Services

The work to be performed shall consist of municipal solid waste and recyclable material collection services in Morrisville Borough, Bucks County, Pennsylvania. The total number of residential dwelling and small business units requiring the services specified is estimated to be 3,012. This amount is strictly an estimate, and Morrisville Borough makes no representations nor warranties as to its accuracy. All bidders shall base their proposals off their own examination of the Borough.

1.02 Background and Current Service Provisions

On January 1, 2016, Morrisville Borough entered into a three (3) year contract for Solid Waste Collection and Disposal, Recycling Collection, Yard Waste Collection and Composting and Bulk Collection with two (2) one year renewal options in the discretion of the Borough. Solid waste collection is conducted manually and occurs twice a week on Mondays and Thursdays. Each residential dwelling and business unit is allowed to place out for collection up to ten (10) receptacles, bags, boxes or bundles of solid waste for collection on each date. As the current contract defines "solid waste" to include yard waste, each residential dwelling and business unit may place an additional ten (10) bags of leaves for collection during the fall season.

The same contractor also collects recyclable material once a week. The Borough requires that the contractor deliver all recycled material to a processing plant, and all proceeds from the sale of recyclable material shall be paid to the Borough.

Bulk waste collection occurs at no additional cost. Each residential dwelling or business unit may put one (1) bulk waste item out on a collection day, except during a week with a holiday.

1.03 Description of Bid

Morrisville Borough is interested in acquiring the best municipal solid waste and recyclable collection services for its residents and businesses. To that end, the Borough requests all bidders provide proposals concerning:

- Solid waste collection and disposal (once or twice per week)
- Bulk waste collection and disposal (to be conducted on same days as solid waste collection)
 - o The contractor shall be responsible for adherence to all federal and state regulations concerning the handling of HCFCs and CFCs.
- Yard waste collection and disposal and/ or composting (to be conducted on same days as solid waste collection)
 - o For the period beginning April 1 through December 15.
 - o Each bidder shall detail in its proposal how yard waste shall be set out for collection (e.g. receptacles, bundling, paper bags, etc.)

- Recyclable material collection and delivery to processing plant

There are two (2) options for the term of the contract. Each bidder shall submit bids in the alternative for each option.

- Option A: three (3) year initial contract period (2021-2023) with two (2) one year renewal periods (2024 & 2025) that may be exercised in the sole discretion of the Borough
- Option B: five (5) year contract period (2021-2025)

Morrisville Borough is seeking a variety of collection options from bidders. These options cover varying methods of collection and ownership of containers. All have the option to submit proposals in the alternative concerning the following:

- Manual collection vs. automated collection (including the different capacities of solid waste and recycling receptacles based upon the type of collection)
- Once a week solid waste collection vs. twice a week solid waste collection

1.04 Examination of the Municipality

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

1.05 Specifications

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

1.06 Service Areas

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

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

Municipal Building
35 Union Street
Morrisville, PA 19067

Public Library
300 N. Pennsylvania Avenue
Morrisville, PA 19067

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

Business District Street Cans on Bridge Street between Pennsylvania Avenue and Delmorr Avenue

Up to four (4) Borough-sponsored events (to be specified each year) shall be provided with cardboard/corrugated trash cans/recycling containers and collected from the same.

1.07 Conditions of Service

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

The successful bidder shall receive additional compensation over and above the contractual unit price for any additional units requiring service that are added during the term of the contract.

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

1.08 Preparation of Bids

Each bidder must submit a bid incorporating a price structure based on annual cost for the services requested for bids for the period from January 1, 2021 through December 31, 2025. The failure to conform to any of these requirements may result in the classification of a bid as "irregular" and may render same subject to rejection. The attachment of any conditions, limitations or ancillary provisions by a bidder to its proposal may cause a similar

classification and have a similar effect, unless adequately explained as provided in Section 1.23 hereof.

Sealed bids addressed to Borough Manager shall be submitted on the Bid Form until 3:00 pm on July 1, 2020. They will be publicly opened and read at the Morrisville Borough Municipal Building, 35 Union Street, Morrisville, PA 19067 at 1:00 pm on July 2, 2020.

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

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

1.09 Signature of Bidders

The firm, corporation, or individual name of a bidder must be manually signed in ink in the space provided on the bid form. In the case of a corporation or other firm (where appropriate), the title of the officer signing on behalf of such entity must likewise be stated, the seal of the corporation (where appropriate) must be affixed and the officer executing the document on behalf of the firm shall attach thereto a certified copy of official action indicating that officer's authority to make such a bid and submit such a bid on behalf of the firm. In the case of a partnership, the signature of an authorized partner must be below the firm name together with an indication that the signature is that of a partner. In the event that some other agent of the partnership submits or executes a bid for the firm, he or she shall attach thereto a notarized statement executed by the partnership, which designates him or her as an agent authorized to execute and submit the bid.

1.10 Bidders Affidavit

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

1.11 Withdrawal of Proposal

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

1.12 Consent of Surety

Each bid shall be accompanied by consent of surety from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania; and such letter states that the surety therein mentioned agrees to furnish the required performance bond, which is made a condition of the awarding of a contract under the provisions of the documents.

1.13 Bid Guaranty

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

1.14 Affirmative Action Affidavit

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

1.15 Affidavit of Non-Collusion

Each bidder shall complete, sign and deliver at the time of the submission of the bid an Affidavit of Non-Collusion on the form included in and made a part of the documents.

1.16 Performance Bond

The successful bidder shall furnish Morrisville Borough a bond for the faithful performance of the contract in an amount equal to the total contract price of the full term of the contract within twenty days after the award of the contract. The face amount of said bond may be reduced at the commencement of the second year of the contract (January 1, 2022) by an amount equal to the base contract price for the first contract year then performed and concluded, and each consecutive year, by the amount equal to the base contract price for that contract year.

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

1.17 Competency of Bidders

Each bidder shall furnish proof that the bidder, or any parent, subsidiary or affiliated entity of the bidder has had at least five years of experience as either the owner or the principal operator of a business or businesses engaged in the collection, recycling, transportation and disposal of solid waste from municipalities serving in the aggregate not less than 4,000 units. Morrisville Borough shall reject any bid if its investigation fails to indicate that a bidder is qualified to carry out the obligations of the contract and to provide in full the services specified herein in the sole discretion of Morrisville Borough.

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

1.18 Disposition of Bid Guaranty

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

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

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

If the third lowest responsible bidder shall fail to execute and deliver the contract within twenty (20) days after said award, the award shall be vacated and Morrisville Borough may pursue any remedy available.

1.19 Interpretation

No interpretation of the meaning of the Instructions to Bidders, General Specifications, Detailed Specifications, Exhibits or other documents will be made to any bidder. Supplemental instructions, if any, will be made in the form of written addenda to this document and request for bids, which, if issued, will be sent to all parties on record having received these documents. Failure of any bidder to receive any such addenda shall not relieve the bidder of any obligation under its bid as submitted nor from any obligation to conform to the requirements herein or in any such addenda set forth. Any and all addenda shall be signed by a bidder and a copy of which returned as a part of the bid.

1.20 Award of Contract

Award of the contract by Morrisville Borough, if made, will be made on or before sixty (60) days following the opening of bids, to the lowest responsible bidder whose bid complies in all respects with the requirements as stated herein.

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

Morrisville Borough also reserve the right to reject any bid where the bidder fails to furnish any of the documents required to be filed with the bid or fails to provide any pertinent information required or misstates or conceals any material fact or when Morrisville Borough determines that a bidder is not responsible all within the sole discretion of Morrisville Borough. After bids have been opened and studied, Morrisville Borough reserves the right in its sole discretion to choose that bid which it believes meets the best interest of Morrisville Borough, provided that such bid complies in all respects with the requirements as set forth herein.

Morrisville Borough shall determine, in its sole discretion, whether a bidder is responsible and may require a bidder to submit additional documentary evidence to support the statements made by a bidder or its qualifications. Morrisville Borough may also require, in its sole discretion, a bidder to show Morrisville Borough its equipment, and every bidder in submitting a bid agrees to furnish additional information, which may be required by Morrisville Borough

1.21 Term of Contract

The contract awarded here under shall be for three (3) or five (5) consecutive years commencing January 1, 2021 and expire at midnight on December 31, 2023 or December 31, 2025.

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

1.22 Bid

Each bidder shall submit its bid on the Bid Form included in and made a part hereof.

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

No conditions, exclusions or changes to the bid conditions or specifications shall be allowed, except insofar as Morrisville Borough determines that the resulting bid conditions or specifications would be in the interest of Morrisville Borough. If the bidder wishes to include any conditions, exclusions or changes to the bid conditions or specifications, bidder shall provide a full and comprehensive discussion as to why such conditions, exclusions or changes to the bid conditions or specifications are necessary and in the interest of Morrisville Borough.

1.24 Special Services

RESIDENT EDUCATION:

The Contractor, at Contractor's sole cost and expense, shall prepare and distribute to each residential dwelling or business unit served under this contract, an informational brochure or flyer that contains the Borough approved-requirements for the solid waste collection and recycling services. The information brochures shall include: contractor's local phone number, collection schedule (day and estimated time), holidays, routes, preparation of solid waste materials, description of yard waste, solid waste, and recycling materials appropriate for collection, procedures for disposing of bulky items, appliances, Freon-containing appliances, yard waste, and complaints. The Contractor shall supply a sample of the informational brochure to the Borough Manager's office or designee, for approval, and then distribute during the month of January (or agreed upon date) each year. The Contractor shall provide the Borough an additional 500 copies of the brochure each year.

RECORD KEEPING:

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

VIOLATION NOTICE:

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

SECTION 2.0: GENERAL SPECIFICATIONS

Bidders are hereby advised that upon the award of the contract, all items, conditions, provisions and procedures set forth in the Notice to Bidders, Instructions to Bidders, General Specifications, Detailed Specifications, and the Exhibits included with the Specifications and Affidavits pursuant thereto shall be a part of the contract.

2.01 Obligation of the Contractor

The contractor, at its own cost and expense, and in strict conformity with the full specifications herein, including the Notice to Bidders, Instructions to Bidders, General Specifications, Detailed Specifications, Exhibits included with the Specifications and Contract, shall furnish all the material, labor and equipment for the collection, transportation and disposal of solid waste, recyclable materials and yard waste from the designated residential dwelling and business units and municipal properties and other locations within the Borough.

2.02 Obligation of Morrisville Borough

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

Contractor will be paid by the Borough of Morrisville on a monthly basis on or before the last day of the succeeding month. Payments shall be paid in equal monthly installments of the yearly unit contract price. The Contractor shall prepare and file an invoice for each month's payment in sufficient time to permit its proper review by Borough officials and maintenance of the payment schedule.

2.03 Supervision by the Contractor

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

2.04 Notices to the Contractor

The place of business designated in the contractor's proposal and bid is hereby designated as a place at which all notices, letters and other communications shall be served and to which all notices, letters and other communications shall be mailed or delivered. All notices specifically mentioned herein and all other communications of any kind, which may

of necessity be hereafter dispatched, may be sent by regular mail, and the contractor shall be deemed to have received said notice. If the document in question has been addressed to the contractor at the aforesaid address and has been deposited in a post-paid envelope or wrapper in any post office box regularly maintained by the United States Postal Service, the date of service of the notice or communication shall be the date on which the same was so deposited in the United States Mail. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor at its place of business delivered to any person under the employ or control of the contractor.

2.05 Inspection

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

2.06 Competent Workers to be Employed

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

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

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

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

- A. Basic Hazard Communications (HAZCOM)
- B. Blood Borne Pathogens
- C. Confined Space Entry
- D. Drug and Alcohol Abuse Prevention Programs
- E. Electrical Safety
- F. Emergency Spill Response

- G. Control of Hazardous energy (Lockout/Tagout)
- H. Ergonomics
- I. Fire Safety
- J. Hearing Conservation
- K. Personal Protective Equipment
- L. Powered Industrial Truck Operations
- M. Traffic Control
- N. Walking-Working Surfaces

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

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

2.07 Liability and Damages

The contractor agrees to indemnify, defend and hold harmless Morrisville Borough, its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature, to the extent alleged and resulting from the negligence or willful misconduct of Contractor and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors, in the performance of the Services, or the breach of this Agreement by Contractor.

2.08 Insurance

The contractor, at its own cost and expense, shall maintain insurance issued by an insurance carrier acceptable to Morrisville Borough to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The contractor shall maintain insurance policies:

- A. Against public liability due to injury or death to persons and damage to property shall be not less than \$2,000,000.00 as to each occurrence and \$5,000,000.00 aggregates.
- B. Against automobile liability due to injury or death to persons and damage to property shall be not less than \$2,000,000.00 per person and \$5,000,000.00 per accident.

- C. Umbrella/Excess Liability coverage in the amount of \$10,000,000 each occurrence. Underlying coverage shall include General Liability, Auto, Liability, and Employer's Liability.
- D. To fully protect it from any and all claims arising under any Workmen's Compensation Law. The coverage shall be maintained to conform to any subsequent changes to the law that occur during the term of the service contract.

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

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

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

It shall be the responsibility of the contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect Morrisville Borough from any and all claims, whatsoever their nature, regardless of whether the same are directed toward the recovery of damages for either personal injuries or property damage or any other element of damage which may be incident to and include all direct or indirect employees of the contractor and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the services to be rendered by the contractor pursuant to the terms of the service contract.

2.09 Correction of Breaches of Non-Performance

In the event that the contractor shall be in breach of the contract, or if the contractor should ever fail to collect the materials required herein, and such breach or failure shall be

incurred for a period of two consecutively scheduled pick-up dates, inclusive of holidays, Morrisville Borough may, at their option, declare the contract in default.

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

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

Nonperformance by contractor for whatever reason, regardless of whether it is substantial and/or a menace to health and welfare shall, in addition to all other remedies of the Borough, be just cause at the option of the Borough for the pro-rata deduction of payments which would otherwise be due contractor for performance.

2.10 Penalties

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

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

- A. Failure to clean-up spilled material is Two Hundred Dollars (\$200.00) for each occurrence.
- B. Failure or neglect to clear and resolve collection complaints within eight (8) working hours is Two Hundred Dollars (\$200.00) for each occurrence. A working hour is an hour allotted to the contractor for collection i.e., 6:00 am to 6:00 pm Monday to Friday. However, in the event that a collection complaint (i.e. skipped trash or

recycling collection) is repeated at the same address three or more times within the last 12-month period, Morrisville Borough may immediately impose a fine of Six Hundred Dollars (\$600) for the third and subsequent complaints without allowing the contractor the opportunity to avoid the fine by correcting the complaint within the appropriate resolution period.

- C. Changing the day of collection without notifying the affected premises and approval of Morrisville Borough is One Thousand Dollars (\$1,000) for each occurrence.
- D. Starting route collections before 6:00 am as prescribed in Section 3.05 hereof is Five Hundred Dollars (\$500) for each occurrence.
- E. Collection after 6:00 pm as prescribed in Section 3.05 hereof without approval of Morrisville Borough affected is Three Hundred Dollars (\$300) for each occurrence.
- F. Failure to provide quality of performance required on a collection route after notification to correct performance factors concerning sorting of recyclables into proper collection bins, or similar violations, is Five Hundred Dollars (\$500) for each occurrence.
- G. Penalty for contractor's contamination of a load of recyclables, or failure to properly separate recyclables, or other action which causes the shipment to be rejected by the recycling center or market is Five Hundred Dollars (\$500) per load. The Contractor is also responsible to transport the contaminated material from the recycling center to an approved disposal site and the disposal of the contaminated material at no cost to Morrisville Borough.
- H. Failure to collect bulk item appropriately displayed for collection on the specified day of collection is Three Hundred Dollars (\$300) for each occurrence.
- I. For each report of employee misconduct, i.e. use of offensive language, abusive behavior, mishandling or residential property (such as refuse containers), or other reports of violation of Section 3.15 hereof is Fifty Dollars (\$50) for each occurrence.
- J. Failure to adequately display on both sides of vehicle a sign or placard with letters at least 6" high that properly identifies vehicle as one that picks up either solid waste, recyclable materials, or yard waste is \$200 for each occurrence.
- K. Failure to provide a supervisor on the street, have telephone service or have a dedicated e-mail address as required under Section 2.03 hereof is Two Hundred Dollars (\$200) per occurrence.
- L. Failure to clean up any vehicle fluid that is leaked upon streets in Morrisville Borough is Two Hundred Fifty Dollars (\$250) per occurrence.

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

2.11 Payment

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

2.12 Additional Compensation

Contractor shall receive additional compensation of \$100 for each additional unit added during the term of the service contract, prorated for the time services are provided to the additional unit. The per unit compensation shall be pro-rated on a monthly basis for those additional units to be serviced for that portion of the year or years remaining on this Agreement. The Borough will forward to the Contractor the addresses of all new occupancy permits issued each month which require the services of this Agreement. The Borough shall receive credit for units deleted from the service contract under the same terms.

2.13 Assignment

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

2.14 No Waiver of Contract

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

2.15 Contract Administrator

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

2.16 Record Keeping

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

2.17 Compliance with all Laws:

The contractor shall comply with all Federal, State and Local laws in the performance of services under this contract, including but not limited to Act 90 known as the Pennsylvania

Waste Transportation Safety Act of 2002, Act 97 known as the Pennsylvania Solid Waste Management Act of 1980 and Act 101 known as the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988.

SECTION 3.0 DETAILED SPECIFICATIONS

3.01 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Governing Body" shall mean the elected officials of the Morrisville Borough Council.

"Hazardous Waste" shall mean solid waste that is especially harmful or potentially harmful to public health as defined in the Pennsylvania Solid Waste Management Act (Act 97). This shall include, but not be limited to, explosives, toxic materials, and medical wastes. For purposes of this agreement, hazardous waste does not include small quantities of such waste available on a retail basis to the homeowner (e.g. aerosol cans, pesticides, fertilizers, etc.).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"PENNDOT" shall mean the Pennsylvania Department of Transportation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.02 Single Stream Collection of Recyclable Materials

The Borough uses Single Stream Collection. Recyclables will be commingled. The list of recyclable materials includes, flattened cardboard, magazines, office paper, brown paper bags, paperboard, newspapers, junk mail, phone books, aluminum cans, foil and pie tins,

clear and colored glass bottles, and jars, tins or steel cans, and plastic bottles #1-7. The list of recyclable materials may change over the term of the contract without any adjustment in cost to Morrisville Borough. All recyclable materials shall be placed in a wheeled receptacle as provided for in section 3.09.

3.03 Schedule

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

3.04 Holidays

The following holidays are designated where no pickups are required: January 1, (New Year's Day); the last Monday in May, (Memorial Day); July 4 (Independence Day); the first Monday in September, (Labor Day); the fourth Thursday of November, (Thanksgiving Day); December 25, (Christmas Day). If a regularly scheduled solid waste pickup falls on a holiday, pickup shall take place on the next business day following that holiday.

3.05 Collection Hours

Collection shall be made commencing at 6:00 a.m. prevailing time and shall be continuously pursued until the routes are completed, which completion time shall be not later than 6:00 p.m. prevailing time, except in cases of unusual delay, emergency or breakdown. Any deviation from these hours must be reported to the Borough Manager or his/her designee.

3.06 Collection Locations

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

3.07 Routes

Trucks shall follow the same route, which shall not be changed except upon approval of the Borough Manager or his/her designee so that service to residents will be at a reasonable uniform time and pursuant to a reasonably uniform pattern. All routes, schedules and trucks upon streets and highways shall be subject to approval of the Borough Manager or his/her designee.

3.08 Preparation of Solid Waste and Recyclable Materials for Collection

A. Automated Collection

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

2) Recyclable Materials – Per Borough Code, residential customers must separate recyclables from solid waste. Recyclable materials shall be placed in an approved receptacle and prepared in accordance with the recycling regulations adopted by Morrisville Borough.

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

B. Manual Collection

Garbage shall be thoroughly drained of water, wrapped securely in paper and placed in proper receptacles. Ashes, trash, and rubbish shall be placed in a suitable receptacle, which may be the same receptacle used to contain wrapped garbage. Where any such rubbish is too bulky to be placed in a proper receptacle, bundled and placed on the curb on the prescribed collection day. All such rubbish shall be securely tied, where applicable and shall be of such size that the longest dimension thereof shall not exceed four (4) feet and the total weight thereof shall not exceed sixty (60) pounds. Paper shall be secured or properly tied into bundles and other packages in a manner designed to prevent any scattering while the same is being handled by the collectors. Such bundles or packages shall be of a size in construction so as to permit ease of handling by one man and shall in no event exceed sixty (60) pounds in weight. Baskets and plastic bags may be used to hold leaves, branches, grass or other yard cuttings.

3.09 Solid Waste Receptacles

A. Wheeled Receptacles for Automated Collection

All customers in Morrisville Borough shall receive, at no cost, a 96-gallon solid waste container and 96-gallon recycling container. Replacement wheeled receptacles and/or the repair and maintenance of wheeled receptacles, including recycling receptacles shall be provided by the contractor to the householder at no cost to the householder or municipality during the term of the contract. The contractor/hauler shall repair and/or replace any of the carts that are damaged at its expense in a timely manner regardless of whether the contractor/hauler provided the said carts/totes. Carts which are stolen or unlawfully taken from the curbside whether before, during or after collection, shall be reported to Morrisville Borough and replaced by the contractor/hauler at no additional cost to the Borough or resident. These wheeled receptacles shall conform to the ANSI2245.30 and ANSI2245.60 standards for conformity and safety. The lid colors shall be different for the solid waste container and the recycling container.

B. Receptacles for Manual Collection

Containers shall be watertight and of metal or plastic construction with a tight fitting cover and handle. Each container shall have a capacity of not more than thirty-two (32) gallons and shall not exceed fifty pounds when containing solid waste material. Containers that are badly broken or otherwise fail to meet the requirements of this ordinance shall be classified as solid waste, and disposed of by Contractor. Containers must be maintained in a manner that is not a danger to the health and safety of the community. Boxes and plastic disposal

bags not less than three millimeters thick will be accepted as solid waste containers. It is understood that the owner, agent, lessee, tenant or occupant may use plastic receptacles at their own risk.

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

A. Automated Collection

All residents are required to place solid waste in a container with closed lids. All solid waste must be in an automated cart with lid closed. No bags on side of container will be picked up. Each dwelling unit shall be entitled to set an unlimited amount of recyclable materials each collection day. Each dwelling unit shall be entitled to set an unlimited amount of yard waste each collection day from April 1 to December 15 and during the two collections in January.

B. Manual Collection

Each residential or commercial business unit shall be entitled to set out for collection on each collection day a volume not to exceed ten (10) receptacles, bags, boxes, bundles or a combination thereof, except during leaf pickup season when an additional ten (10) bags of leaves may be placed for collection.

3.11 Bulk Waste

Each household shall be entitled to place one item of bulk waste at the curb or other regular collection location on each bulk waste collection day.

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

3.12 Manner of Collection

The contractor shall instruct the collection crews to make each collection with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible. The contractor is prohibited from unreasonably blocking intersections or obstructing oncoming traffic with any vehicle equipment. The contractor is prohibited from backing down roadways unless the roadway has a dead end that provides no area to turn around.

3.13 Acts of God and Natural Disasters

The contractor shall be excused without penalty from either collecting or cleaning the debris resulting from hurricanes, storms of unusually heavy winds, rain, snow, sleet, hail or

other forces, other disasters or phenomena of nature or acts of God which result in blocking or closing streets or which result in the reproduction of substantial quantities of debris littering the streets and roads of the Morrisville Borough or any private roads and driveways necessary to be used during the collection.

3.14 Disposition of Municipal Waste, Recyclables, and Yard Waste

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

All recycled material collected shall be delivered to a designated processing plant. All proceeds derived from the sale of recycling material shall be paid to the Borough.

Yard waste, which is collected, shall be delivered to a Pennsylvania Department of Environmental Protection, Bucks County, or Morrisville Borough approved composting facility. The Contractor shall pay all costs, including any tipping fees for the processing of yard waste at a composting facility. Contractor assumes all responsibility for complying with the requirements of Act 101, 53 P.S. § 4000.1502(a), providing for disposition of leaf waste.

3.15 Vehicles

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

Contractor shall have a minimum of three (3) compactor trucks titled to the bidder, which are available for the performance of this contract. All vehicles for the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste shall be three (3) years of age or less when in use and must be compatible with the specifications for the Borough's trash carts (for automated service). The lifters must be maintained so as to not cause damage to collection cart (for automated service).

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

All solid waste and yard waste collection and transportation trucks shall be compaction types, completely enclosed and watertight. The Contractor shall specify whether the vehicles used in the collection process are side, front or rear loading.

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

All vehicles shall be equipped with the ability to communicate with the Contractor's garage and supervisor, video cameras and GPS tracking.

All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. In addition, all vehicles shall be of a uniform color and shall be in good repair. Morrisville Borough shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of this contract. All vehicles shall be equipped with a broom, shovel and floor dry to soak up spills to clean up refuse that may be spilled or otherwise scattered during the process of collection, transportation or disposal.

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

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

3.16 Conduct of Employees

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

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

Failure of the contractor to remedy any violation reported by the Borough Manager under this paragraph may result in a penalty of \$250, which shall be deducted by the Borough from monies due the contractor or which may become due to the contractor.

3.17 Collection of Appliances Containing Chlorofluorocarbons (CFC's)

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

3.18 Contingencies

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

Unavoidable casualties to more than a majority of the collection trucks of the contractor for a period not exceeding three continuous days or a strike or strikes or other labor disputes of the employees of the contractor which prevent operation of the contractor's collection trucks for a period not exceeding three continuous days; Legal acts of duly constituted public authorities, other than Morrisville Borough if such acts are not provoked by any act of omission or commission by the contractor; Any act of God and/or Nature Civil disturbances; and/or War.

Non-performance by the contractor for whatsoever reason, of whatsoever nature, and regardless of whether it is substantial and/or a menace to the health and welfare of the residents of Morrisville Borough, shall be just cause for Morrisville Borough to deduct the money it expended to provide the services hereunder, which would otherwise be due to the contractor for performance hereunder.

EXHIBITS INCLUDED WITH SPECIFICATIONS

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

Exhibit A
BID DOCUMENTS CHECKLIST

- _____ Proposal Bid Form (Exhibit B)
- _____ Bidder's Affidavit (Exhibit C)
- _____ Non-Collusion Affidavit (Exhibit D)
- _____ Bidder's Questionnaire (Exhibit E)
- _____ Vehicle Dedication Affidavit (Exhibit F)
- _____ Affirmative Action Affidavit (Exhibit G)
- _____ Consent of Surety (Section 1.12)
- _____ Vehicle Description List (Section 3.15)
- _____ A Bid Guarantee in the form of a Bid Bond or Certified Check in the amount of 10% of the bid made payable to Morrisville Borough (Section 1.13)

Name of Firm or Individual

Title

Signature

Date

Exhibit B
PROPOSAL BID FORM

METHOD OF COLLECTION: (select option)

_____ Automated _____ Manual

FREQUENCY OF COLLECTION: (select option)

_____ Once per week _____ Twice per week

OWNERSHIP OF RECEPTACLES: (select option)

_____ Contractor owned

SCHEDULE OF PRICES:

Option A- 3-year contract (*with 2- 1 year renewal periods)

Option B- 5-year contract

Year

Year

2021: _____

2021: _____

2022: _____

2022: _____

2023: _____

2023: _____

2024*: _____

2024: _____

2025*: _____

2025: _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Phone: _____ Fax: _____

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

Exhibit C
BIDDER'S AFFIDAVIT

I, _____ being duly sworn, depose that I reside at
_____, _____, and that I am the
_____ of _____.
(Title) (Name of Bidder)

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

(Affiant)

Subscribed and sworn before me

This _____ day of _____ 2020.

(Notary Public)

My commission expires: _____

SEAL

Exhibit E
BIDDER'S QUESTIONNAIRE

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

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

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

| Municipality | Number of Units Serviced | Report to |
|--------------|--------------------------|-----------|
|--------------|--------------------------|-----------|

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

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

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

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

(yes_____ no_____) if so, give details.

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

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

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

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

Dated: _____

Bidder: _____

By: _____

Title: _____

Exhibit F
VEHICLE DEDICATION AFFIDAVIT

STATE OF PENNSYLVANIA

COUNTY OF BUCKS:

I, _____ am the _____
(Name of Affiant) (Identify Relationship to Bidder)

of the _____ and being duly sworn, I depose and say:
(Name of Bidder)

At all times during the performance of the collection contract, the undersigned agrees to commit, for use only in Morrisville Borough, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. It is further warranted that in the event that dedication of vehicles for use only in Morrisville Borough is not feasible, that Morrisville Borough will not be responsible for disposal costs for waste generated outside Morrisville Borough.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle Morrisville Borough to damages arising there from.

All statements contained in this affidavit are true and correct and made with full knowledge that Morrisville Borough relies upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

Name of Firm or Individual

Title

Signature

Date

Subscribed and sworn to before me this _____ day of _____ 2020.

Notary Public

My commission expires: _____

Exhibit G
AFFIRMATIVE ACTION AFFIDAVIT

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

1. _____ will not discriminate against an
(Name of Bidder)
employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex.
2. _____ will take affirmative action to insure that
(Name of Bidder)
all applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.
3. _____ will in all solicitations or advertisements for
(Name of Bidder)
employees placed by or on behalf of _____ state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sex.

(Affiant)

(Name of Company)

Sworn and subscribed to before me this _____ day of _____, 2020.

My commission expires _____

(Notary Public in and for County)