

WRIGHT TOWNSHIP

CONTRACT DOCUMENTS

FOR

Drop-Off Recycling Hauling Services

WRIGHT TOWNSHIP RECYCLING CENTER

Bid opening - Nov. 15, 2021 Monday 2pm

Bid Due - Nov. 12, 2021 Friday 3:30pm

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321 South Mountain Blvd.

Mountain Top, PA

Questions concerning the attached Contract Documents may be referred to:
Pamela Heard, Township Secretary - Monday through Friday, between the hours
of 8:30 a.m. and 4:00 p.m.

This package represents all documents a successful Bidder shall be responsible for
completing. Please return the entire package with the appropriate, completed
information.

Proposal being submitted by:

Company Name

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Invitation to Respond

Officials of the Wright Township, Luzerne County, will accept sealed proposals for drop-off recycling hauling services at the Wright Township Municipal Building, Nov. 12 until 3:30 PM on, to be opened at Nov. 15 at 2pm or shortly after that same day for the following:

A pre-bid meeting will be held at 9am Oct. 14 at the Wright Township Municipal Building, Attendance at the pre-bid meeting is not mandatory but is recommended.

Proposals must be submitted upon forms furnished by and available at the Township and must be sealed with proper identification of subject bid on the outside of the envelope. All bids must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid.

Instructions, specifications, and bid forms may be obtained at the Wright Township office open from 8:30 a.m. to 4:00 p.m., Monday through Friday, except for holidays.

The Wright Township Board of Supervisors reserve the right to reject any or all bids and to waive any defects or irregularities in the best interest of the Township.

Pamela Heard, Secretary/Treasurer, Wright Township

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Instructions to Bidders

Pre-Bid Conference

A pre-bid meeting will be held at 9am Oct. 14 at the Wright Township Municipal Building, 321 South Mountain Boulevard, Mountain Top, PA 18707. Attendance at the pre-bid conference is not mandatory but is recommended.

Sealed Bids or Proposals

Sealed bids or proposals shall be addressed to Pamela Heard, Secretary, Wright Township Municipal Building, 321 South Mountain Blvd, Mountain Top, PA 18707 and marked "Drop-Off Recycling Hauling Services Proposal" and shall be received at the office of Wright Township until 3:30 PM on Nov. 12 Friday to be publicly opened and read at Nov. 15 Monday at 2pm or shortly thereafter. 3 (three) copies of the proposal must be submitted.

Printed Form of Bids

All proposals shall be made upon the blank form of proposal attached hereto and must give the price proposed, both in words and figures (typed or written in ink), and must be signed by the bidder with his full name and address; or where a partnership, the name and address of each partner in full; or, if a corporation, the place where chartered and the names, titles and business address of the President, Secretary and Treasurer. In submitting bids, the proposal form must not be removed from the Contract Documents, but deposited intact as received and properly sealed.

Proposal Deadline

Proposals are due at the date and time specified in this RFP. Under no circumstances shall proposals delivered after the time specified be considered. It is the bidder's responsibility to ensure the proposal is complete and delivered at the proper time and place. A proposal may not be altered by the bidder after the proposal deadline.

Certified Check or Bid Bond

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Proposals must be accompanied by a certified check or bid bond with responsible corporate surety payable to the order of Wright Township in an amount equal to ten percent (10%) of the annual bid amount. The above-mentioned check or bid bond shall be forfeited to Wright Township in the event the Contractor fails or refuses to enter into the contract and to post Performance and Payment Bonds as hereinafter specified, not as penalty, but as just and liquidated damages for the delay and additional costs or expenses incurred by Wright Township by reason of failure to execute the contract and give bond as required.

Certified Check or Bid Bond Return

The certified checks or bid bonds of the unsuccessful bidders will be returned after the contract is awarded and the check or bid bond of the successful bidder will be returned to him after the execution of the contract and bonds. Wright Township shall not be liable for any interest on any bid deposits.

Contract and Bond

A contract will be awarded to the lowest, responsible bidder subject to the following provisions below. The successful bidder shall, within ten (10) days after notification of award, enter into a written contract with Wright Township and shall furnish Performance and Payment Bonds issued by an approved surety company authorized to do business in the Commonwealth of Pennsylvania, in the amount of one hundred percent (100%) of the annual bid price, conditioned that he shall comply in all respects with the terms and conditions of the contract, and his obligation there under, including the specifications, and shall indemnify and save harmless Wright Township against or from any and all costs, expenses, damages, injury or loss to which Wright Township may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the Contractor, his agents or employees, in or about the execution or performance of the contract, including said specifications, and shall indemnify and save harmless Wright Township against and from any and all liability demands, or claims against it or losses to it from any cause whatever, including, but not limited to, patent infringements in the matter of completing said contract, said bond to be subject to the approval of the Township Solicitor. In case of failure or refusal on the part of the bidder to enter into said contract and file the

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aforesaid bond within ten (10) days of the Notice of Award, the amount of the check or bid bond will be forfeited and paid to Wright Township.

Reservations and Annulments

The Township Supervisors will determine who is the lowest responsible bidder upon the basis of the bids submitted, and reserve the right to reject any or all bids, and may re-advertise if it is in the best interest of the Township. Said Supervisors also reserve the right to waive technical defects, if, in their judgment, the interest of the Township shall so require; also, the right to cancel and annul any contract if, in their opinion, there shall be failure at any time to perform faithfully any of its stipulations, or in case of a willful attempt to impose upon the Township articles or service inferior to those required by the contract. Any action taken in pursuance of this latter stipulation shall not affect or impair any right or claim of the Township to damages for the breach of any of the covenants of the contract by the Contractor. No proposal may be considered from any person, firm or corporation, who has defaulted in the performance of any contract or agreement made with the Township or conclusively shown to have failed to perform satisfactorily any such contract or agreement.

Bids May Be Rejected as Informal

Proposals or bids which contain erasures, alteration, conditional bids, omissions, or irregularities of any kind shall be rejected as informal.

Changes Prior to the Opening of Bids

During the period allowed for preparation of bids, the bidders may be furnished addenda or bulletins for additions to or alterations of the Specifications, which shall be included in the work, covered by the Proposal and become a part of the Contract Documents. If any prospective bidder is in doubt as to the true meaning of any part of the Specifications or other Contract Documents, he may submit to the Township Secretary a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by an addendum duly issued and a copy of such addendum will be mailed or electronically delivered to each prospective bidder of record. The Township shall not be responsible for any other explanations or interpretations of the proposed Contract Documents.

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Mistakes

Bidders are expected to examine the specifications and all other instructions provided herein. Failure to do so will be at the bidder's risk. In the event of a mathematical extension error, the unit price will prevail and the total offer will be corrected accordingly. In the event of addition errors, the unit price will prevail and the bidder's total offer will be adjusted accordingly.

Withdrawal of Bids

No bid may be withdrawn for a period of ninety (90) days after the date and time designated for the opening thereof.

Contract Documents

No proposal award shall be final until such time as a Contract has been approved by the Wright Township Board of Supervisors.

Familiarization

Before bidding, all contractors are requested to carefully read and thoroughly familiarize themselves with the above documents. Special attention is called to the fact that the Contractor must furnish agreements with recycling facilities.

Length of Contract

The bids shall be for the collection and disposal of refuse and recyclable materials collected from the Wright Township Recycling Center as at present existing, for the term of approximately three (3) years beginning _____ and ending on _____ with the option to extend the contract for two (2) additional years. The parties agree to extend the terms of Contract if (a) Wright Township signifies its desire to extend by notice to Contractor not later than one hundred eighty (180) calendar days prior to the expiration of the basic terms of the Contract; and (b) the Contractor has not signified its desire to not so extend by notice to the Township not later than one hundred eighty (180) calendar days prior to the expiration of said contract.

Non-Collusion Affidavit

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In accordance with the Pennsylvania Antibid Rigging Act that became effective on October 23, 1983, the Township requires each bidder to complete and file a Non-Collusion Affidavit. The Affidavit is to be completed as follows:

A. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

B. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.

C. In the case of a bid submitted by a partnership or other joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

D. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

E. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

Legal Requirements

Bidders are required to comply with all provisions of federal, state and local laws, ordinances, rules and regulations that are applicable to the items being proposed. Lack of knowledge of the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

Modifications

Wright Township reserves the right to make modifications to the Scope of Services and General Contract Terms and Conditions specified in this RFP that in

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its sole discretion it determines more fully effectuates the intent of this RFP for Recycling Services and Drop-Off Processing Services. The modification of any contract(s) resulting from this procurement after execution must be made in writing and accepted mutually by both parties. Although it is possible that certain Terms and Conditions may be modified during the negotiation process; however, for purposes of its submittal, the Offeror should assume that the language contained in the General Contract Terms and Conditions will not be modified during the negotiation process.

Minimum Offeror Requirements

Each Bidder must prove to the satisfaction of the Wright Township that it is capable and has, or can obtain, sufficient facilities, equipment, personnel and financial stability to perform the services specified in this RFP. Bidders must have a successful record of experience in performing the provision of goods and/or performance of services specified in this RFP.

Background Information

Introduction

The purpose of this section is to familiarize prospective bidders with the Wright Township's current Drop-Off Recycling Program and to provide information not found elsewhere in this Request for Proposal.

History

The Wright Township Recycling Center was created to ensure compliance with Act 101 of 1988 and to provide residents of Wright Township a place for drop off recycling. Wright Township has a total area of 13.3 square miles (34.5 km²). Wright Township is a part of the Mountain Top region of Luzerne County. There are approximately 5,593 people or 2,005 households, and 1,589 families residing in the township. Wright Township residents are mandated by ordinance to contract privately for curbside recycling pickup or to recycle at the drop off facility.

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The Wright Township Recycling Center also accepts recyclables from residents and businesses from the Mountain Top area. Mountain Top is a census-designated place with a population of 10,982. Rice Township and Dorrance Township which are part of the Mountain Top area have recycling facilities for their residents. Fairview Township does not have mandated recycling.

The current drop off recycling program is funded by Wright Township tax dollars in addition to a small annual fee for non-residents. The facility is open Saturday 7am-2pm and Wed. 7am-3pm for small businesses. The facility is manned to ensure recyclables are clean and no trash is disposed of in the recycling bins.

Current Drop-Off Recycling Program:

Wright Township operates a drop-off recycling program for comingled recyclables including plastic (1&2), mixed paper, cardboard, tin and aluminum. There are approximately ten 8-yard front end load bins for cardboard in the yard. Inside of the drive through recycle center are a 35-yard single stream (compacted); a 40-yard single stream switch (door 2) comingled; 40-yard single switch (door 3), a 20 yard open top switch (door 4) and 20 yard open top switch (door 5). The compacter is provided by the hauler. The following quantities of materials were recycled over the past two years.

Tons	2020	2019
Cardboard	259.60	274.56
Aluminum	2.86	2.00
Tin	2.17	3.78
Comingled	102.73	119.86

Each week there are a minimum of two scheduled switches (35- and 40-yard bins) and switches of the ten cardboard bins. The aluminum and tin are pulled on an as needed basis which is approximately 4 times per month. The roll off containers should be transported to a local recycling facility for processing and marketing.

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Solid Waste Disposal

There is one 4-yard bin used exclusively for municipal building solid waste that is switched weekly.

Summary of Intent

Wright Township's intent and the purpose of this RFP are to provide the highest quality drop off recycling services at the best price. The award shall be based upon the quality of the submittal; the cost, the overall quality of the drop-off recycling hauling services proposed, and the ability the offeror to satisfy all criteria set forth in this RFP.

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Scope of Services

DEFINITIONS

Glass -shall mean all empty bottles and jars made of clear, green or brown glass only. All containers shall be emptied and rinsed.

Aluminum Cans- shall mean all food and beverage containers made of aluminum. All containers shall be emptied and rinsed.

Bimetal Cans -shall mean all food and beverage containers made of a steel (ferrous) cylinder and bottom and an aluminum top. All containers shall be emptied and rinsed.

Steel Cans shall mean all food and beverage containers made of steel. All containers shall be emptied and rinsed.

Plastics -shall mean all PET (polyethylene terephthalate) including, but not limited to, one, two and three-liter soft drink bottles and all HDPE (high density polyethylene) including, but not limited to, one-gallon milk and detergent bottles. All containers shall be emptied and rinsed.

Newsprint -shall mean all paper having printed thereon news and other matters of public interest but not including magazines or periodicals. Newsprint must be tied in bundles or placed in paper grocery bags.

Corrugated Paper shall mean paper or pasteboard contracted into parallel grooves and ridges, commonly referred to as cardboard and packing boxes. The boxes must be emptied and broken down into a flat position.

High-Grade Office Paper- shall mean printed or unprinted sheets, shavings and cuttings of sulphite or sulphate ledger, bond, writing and other pages which have similar fiber and filler content. This grade must be free of treated, coated, padded or heavily printed stock. This includes lightweight office papers, i.e., bond, copy paper and onionskin, as well as computer paper. H. Aerosol Cans shall mean all aerosol cans made of steel. All cans must be empty.

Fiber – Old newspapers (ONP); old corrugated containers (OCC); mixed paper (junk mail, magazines, catalogs, brown and white paper bags, copy paper,

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computer paper, dry food boxes, telephone books, paperback books, and envelopes).

Commingled Containers (Comix) - Aluminum, tin and steel cans and aluminum foil; brown, green and clear glass; and No. 1 (PET) and 2 (HDPE) narrow neck plastic bottles.

Single stream – Fiber and comix recyclables collected together in one stream and separated during processing.

Dual stream – Fiber and commingled containers collected and processed as two separate streams.

WORK TO BE DONE

The work to be done consists of the provision of containers, pick up of recyclable materials from the Wright Township Drop-Off Recycling Center, compactor and hauling/transporting recyclables to a processing center. Contractor shall provide all equipment and labor to collect all specified items. The Township reserves the right to add and delete recyclable items from the list of accepted items with the mutual agreement of the Contractor during the term of the contractor.

The bid price shall reflect the cost associated with glass (optional), cans, plastic, cardboard and newsprint, office paper and cardboard. The Township reserves the right to add or delete items from this list with mutual agreement of the Contractor during the term of the contract.

With each proposal, the bidder must furnish a letter from a recycling center or centers certifying the facility's capability to accept and market/process all of the aforementioned recyclables over the full term of the contract.

SERVICE COMPONENTS

Proposals are sought for the following services, either singly or in combination. Wright Township reserves the right to award multiple contracts to the offeror or offerors submitting the most responsive proposal(s) incorporating one or more of the services outlined below based on the best interests of Wright Township in terms of the overall combination of quality, price and required service elements.

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A. PROVISION OF CONTAINERS – Specifications of containers for the Drop-Off Recycling Program that would be leased to or provided under a contract with Wright Township should be included in the response. Containers must be aesthetically pleasing in appearance and suitable for use in staffed and unstaffed urban setting. Preference will be given to containers that emphasize collection convenience and maximize volume efficiency. Standard “off-the-shelf” containers rather than specially fabricated containers are preferred.

The following types of closed containers are sought:

1. Roll-off recycling containers that can be unloaded from one end with a capacity of approximately 35 to 40 cubic yards. Containers must have a heavy-duty universal 37-inch cable hook for cable operation. Footprint should be approximately 23' X 6.5' a. Additionally, containers must provide the public with ease of access (i.e., chest to eye level access via sliding doors, other easy-opening access or portals with a minimum of four openings along the container's length on both sides).

Configuration options:

- a. Closed top single compartment containers with top access for the collection of fiber, comix or comingled material.
- b. Closed top dual compartment containers with top access with a moveable partition to accommodate a ratio of between 60/40 and 70/30 for the collection of fiber in one compartment and comix in the other.
- c. Easy-opening access or portals should be large enough to facilitate use but small enough to restrict unwanted materials and large unopened plastic bags of materials.

2. Front-end load (FEL) containers with a capacity of approximately 8 cubic yards with appropriately sized openings for use for collection of comingled containers or mixed paper.

3. Front-end load (FEL) containers with a capacity of approximately 8 cubic yards with appropriately sized slot access for use for collection of old corrugated containers (OCC).

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4. Front-end load (FEL) containers must be equipped with a locking device that will prohibit materials being deposited in the containers other than through the appropriate portals or access slots.
5. Roll-off containers with a minimum capacity of approximately 30 cubic yards for use for the collection of Old Corrugated Containers (OCC) with appropriate access feature(s).
6. Compacter – Provision of compacter to reduce comingled volume in container.

B. CONTAINER MAINTENANCE –Maintenance of containers will be the contractor’s responsibility. Maintenance would include performing repairs needed due to normal wear and tear, as well as periodic cleaning and sanitizing. The Contractor will be liable for maintaining the containers in a manner that prohibits improper use or access by the public.

C. HAULING AND DELIVERY OF CONTAINERS TO PROCESSING LOCATION(S) – Proposals should indicate hours of operation and whether service is proposed for weekdays only, weekdays and Saturdays, or 7 days a week. Service within 24 hours of notification of the contractor by the Wright Township is required for service on a by request basis. Service may also be on a scheduled basis. The offeror shall have sufficient equipment so that up to forty (40) percent of the roll-off containers can be serviced in one day. The offeror may propose a collection system different from the current system that may include a combination of 8-yard FELs and roll-off containers for the collection of Comix and Fiber (Mixed Paper). Roll-offs must be included since some Collection Sites are unsuitable for FELs due to space and volume considerations.

Offeror agrees that, in the performance of Drop-Off Recycling Hauling Services and the performance of other work and services under any Contract Drop-Off Recycling Hauling awarded from this RFP, Offeror will qualify under and comply with any and all federal, state and local statutes, ordinances, rules, regulations and/or permits now in effect, or hereafter enacted or required during the term of the Contract, which are applicable to Offeror, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

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General Contract Terms and Conditions

The material included in this section are part of this RFP but will also be part of the contract(s), or portions of the contracts if multiple vendors are selected, once executed. For the purpose of this Contract, hereinafter referred to as "Contract", the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

1. Wright Township - shall mean Wright Township, Luzerne County, a second-class township under PA law.
2. Contract – shall mean the written document and all amendments thereto, between the Wright Township and the Contractor, governing the provision of Drop-Off Recycling Hauling Services.
3. Contractor - shall mean the individual, firm, partnership, joint venture, corporation, or association performing Drop-Off Recycling Hauling Services under this Contract with Wright Township.
4. Force Majeure – shall mean any cause beyond the reasonable control of the party whose performance under this Contract is adversely affected, including but not limited to acts of God, change in law, war, riot, fire, explosion, wind storm, flood, inability to obtain or use fuel, power, or raw materials, shortage or failure of the usual means of transportation, injunction, action by governments not party to this Contract, accident, breakdown of machinery or equipment. "Reasonable control" of a party shall specifically exclude that party's ability to reach agreement in a labor dispute and that party's ability to settle or compromise litigation.
5. Collection Site - shall mean site where Drop-Off Recycling is to be performed.
6. Materials Recovery Facility or MRF - shall mean a facility where recyclable materials are taken for processing and marketing.
7. On-Call Switch (pull) - shall mean a switch that is made by the Contractor by the end of the next business day after receiving notification from Wright Township.

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8. Switch/Pull - shall mean removal of the roll-off container currently at the Collection Site and its simultaneous replacement with a clean, empty container.

9. Scheduled Switch (Pull) - shall mean a switch that occurs on a day(s) specified by Wright Township and communicated to the Contractor.

Financial Statement

Each proposal shall be accompanied by a full and complete statement under notarized oath certifying to the financial condition of the bidder. In addition, the bidder shall furnish to the Township Secretary a new and complete financial report of bidder's prior year's operation, including any and all information pertinent to actual collection, disposal and billing operations, setting forth all costs, wage rates and other information necessary to determine financial responsibility of the bidder.

Plans and Specifications

Bidder must submit required documents as per checklist.

In addition, the bidder shall submit a sworn statement stating that he will abide by all ordinances, rules and regulations of any municipality, providing for making available landfill or other disposal/processing facilities, and of any other governmental unit having jurisdiction thereof, including the County Solid Waste Management Plan.

Questionnaire

The attached questionnaire must be fully and completely answered.

Designated Disposal/Processing Facility

All recyclables must be transported to a permitted recyclables processing facility within Luzerne County.

Not to Sublet or Assign Contract

The Contractor shall devote his personal attention constantly to the faithful performance of the work and shall keep the same under his own control, and shall not transfer or assign such responsibility by power of attorney or otherwise, nor sublet the work or any part thereof without the previous written consent of the Township. In the latter case, he shall petition the Township in writing,

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certifying the name and address of each such assignee or subcontractor as he intends to engage, the portion of the work which he is to do or the material which he is to furnish, his place of business and such other information as the Township may require in order to know whether such subcontractor is respectable, reliable and able to perform the work as called for in the Specifications. He shall not, either legally or equitably, assign any of the monies payable under the contract unless by and with the like consent of the Township. If such assignment, subcontracting or delegation is permitted by the Township, the Contractor shall not be released from any of his liabilities or obligations under this contract, but shall remain responsible and liable to the Township should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

Taxes

All present and future state and/or local taxes (excluding landfill tipping fees) imposed on solid waste **collection and/or disposal will be handled on a pass-through basis and are not to be included in the bid.**

Billing

Billing will be monthly

Recyclable Materials To Be Property of Contractor

From the time of pickup of recyclable materials at the center, said materials shall be and become the property of the Contractor.

Education

Wright Township has established a public information and education program concerning recycling program features and requirements in accordance with the law of the Commonwealth of Pennsylvania. Township may specify education requirements of the hauler in this section, i.e., flyers for notifications for residents on unacceptable materials, newsletters, website content, participation in certain Township events, frequency of education, etc.

Responsibility of Contractor

The Contractor will be and is hereby responsible for any and all damages to property or person or persons or accidents which may occur to any person or

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persons in consequence of his act or the acts, of any agent or person in his employ. The Contractor agrees that the liability and Workers' Compensation Insurance shall be furnished protecting Wright Township against loss or injury occasioned by the acts of his employees in accordance with the requirements entitled "Insurance Requirements". The Contractor shall and does hereby save Wright Township harmless from any and all suits for damages that are or can be brought against the Township, its officials and employees in connection with the collection, transporting and processing of recyclable materials related to the Township.

Recycling Vehicles

It shall be the Contractor's responsibility to maintain collection and processing vehicles in good condition, repaired and reasonably clean at all times. They shall be so constructed as to prevent leakage and shall be enclosed to the extent necessary to ensure no loss of material from the vehicles during collection or transport. The Contractor shall immediately clean up any spillage or loss of recyclables that may occur during collection and transport. The Contractor shall not leave unattended any truck wholly or partially loaded with recyclables on any private or public properties in the Township except in an emergency situation or except as approved by the Township

Any vehicle used in the collection and transport of recyclables from the Township shall be assigned a numerical identification that shall be displayed on each side of the vehicle of a size that can be read by a person two hundred (200) feet from the vehicle. Each vehicle shall also have, displayed on the sides, the Contractor's name and telephone number. The Township shall have the right to inspect any collection vehicle at any time and any place it is being used within the Township. The Contractor shall make vehicles available for inspection whenever so requested by the Township at a time and place mutually agreed upon.

Conditions under which Contract may be Canceled or Terminated by the Township Supervisors.

If the work under this contract shall be abandoned by the contractor or if the contract shall be assigned or the work sublet by him other than as herein specified, or if at any time, the Wright Township Board of Supervisors shall be of the opinion and so certify in writing (which certificate shall be final, binding and

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conclusive on the Contractor) that the performance of the contract is being unnecessarily or unreasonably delayed, or that the Contractor is violating any of the conditions or covenants of this contract or the specifications thereof or is executing the same in bad faith or not in accordance with the terms thereof, the Township Commissioners may cancel and terminate this contract by a written notice to be served upon the Contractor either personally or by leaving it at his residence or office, and the Township Commissioners shall thereupon have the power and are hereby authorized to procure in the manner prescribed by law such and so much of said work to be performed as may be necessary to fulfill this contract, and in such cases, shall have the power and is hereby authorized to charge to the Contractor the amount of loss suffered by the, and upon a reletting of the contract, if amount of monies received by the Township shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor shall and will pay to the Township the amount of such differences.

Authorizing Township to Perform Contract If the Contractor shall fail to perform any part of the work called for in this contract in accordance with the terms thereof and the Township Supervisors decide not to cancel and terminate this contract as provided hereinabove, the Township shall have the power and is hereby authorized to perform or cause or procure to be performed such part of the work as the Contractor shall fail to perform at the expense of the Contractor and to deduct such expenses and collect the cost of same out of the bond filed by the Contractor in any legal proceedings or any loss by reason thereof or both, at the sole option of the Township. –

Modification of Contract

This contract and the specifications herein contained may be modified and changed from time to time only as may be agreed upon in writing in a manner not materially affecting the substance hereof, provided however that the consent of the Township be first obtained. Ordinances will be adopted and/or amended by the Township to conform to the contract or contracts awarded.

Municipal Recyclable Collection

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The Contractor shall provide appropriately sized container(s), as determined by the Township, to collect, transport and process all municipal recyclables from the site at no charge to the Township.

INSURANCE REQUIREMENTS

General Policies shall be written with insurers rated at least "A". Wright Township shall be named as an additional insured and be provided a 30-day notice of intent to cancel a policy or policies.

Workers' Compensation, including occupational Disease and Employer's Liability Insurance.

A. Statutory - amounts and coverage as required by Workers' Compensation Laws of the Commonwealth of Pennsylvania.

B. Employer's Liability - at least \$100,000 each accident.

Public Liability, including coverage for direct operations, sublet work, elevators, contractual liability and completed operations with limits not less than those stated below:

A. Bodily Injury and Property Damage Liability - including personal injuries, \$1,000,000 each occurrence; \$2,000,000 annual aggregate. Regarding Personal Injury - written on a non-participating basis (with no participation by insured.)

Comprehensive Automobile Liability Insurance, including coverage for owned, nonowned and leased vehicles with limits not less than those stated below:

A. Bodily Injury Liability - \$1,000,000 each person; \$2,000,000 each accident.

B. Property Damage Liability - \$1,000,000 each accident; \$2,000,000 per occurrence

Umbrella Coverage - in the amount of \$2,000,000

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SUBMITTAL CHECKLIST

		Included
1	6 Copies of the Proposal	
2	Cost Proposal	
3	Completed Questionnaire	
4	Performance Bond Commitment Letter	
5	Certificates of Insurance or Evidence Thereof	
6	Financial Statements	
7	Non-Collusion Affidavit of Offeror	

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COST PROPOSAL FORM

DROP_OFF RECYCLING HAULING SERVICES
FOR WRIGHT TOWNSHIP RECYCLING CENTER

Drop-Off Containers

	Price per Container	
Lease cost for roll-off containers: 40 cubic yard	per month	
Lease cost for roll-off containers: 35 cubic yard	per month	
Lease cost for roll-off containers: 20 cubic yard	per month	
Lease cost for roll-off containers: 8 cubic yard Front End Loader	per month	
Hauling cost for roll-off containers: 40 cubic yard	per haul	
Hauling cost for roll-off containers: 35 cubic yard	per haul	
Hauling cost for roll-off containers: 20 cubic yard	per haul	
Hauling cost for roll-off containers: 8 cubic yard Front End Loader	per haul	

% of market rebate offered

	Cost Per Pull
Scheduled Switch (Pull) - shall mean a switch that occurs on a day(s) specified by Wright Township and communicated to the Contractor	
On-Call Switch (pull) - shall mean a switch that is made by the Contractor by the end of the next business day after receiving notification from Wright Township.	