

“EXHIBIT A”

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY PHONE NO.: _____

SPECIFICATIONS FOR BIDDING FOR THE EXCLUSIVE RIGHT TO COLLECT GARBAGE, ASHES AND RUBBISH WITHIN THE TOWNSHIP OF EAST HUNTINGDON, AND DISPOSE OF THE SAME, EXCEPT FOR THOSE RETAIL AND COMMERCIAL COLLECTIONS EXCEEDING 4-33 GALLON CANS

NOTE: The word “collector” as used herein shall mean the person to whom the Township has awarded the contract to remove and dispose of garbage, ashes and rubbish.

The word “approved collector” as used herein shall mean a person or entity which has registered with and been licensed by the Township in accordance with the Townships Resolutions and posted the appropriate bonds to enable such person or entity to contract with and collect those retail and commercial accounts that exceed 4-33 gallon cans.

1. The supervision of the collection, removal and disposal of garbage, ashes and rubbish within the Township of East Huntingdon, shall be by the Board of Supervisors of East Huntingdon Township, and said Supervisors shall have full authority to make all necessary rules and regulations not contrary to law and in conformity with the Ordinances of the Township or establish such Ordinances, that said Supervisors shall from time to time deem advisable to accomplish the purposes of collection, removal and disposal of garbage, ashes and rubbish.

2. The monthly rate which the collector shall charge for the collection, removal and disposal of garbage, ashes and rubbish shall be as follows:

Residential – collector shall be required to collect all rubbish, ashes and garbage placed out for collection once weekly, which can include **one large item once monthly** during a weekly collection to be designated by collector.

\$ _____ **January 1, 2020 to December 31, 2020**

\$ _____ **January 1, 2021 to December 31, 2021**

\$ _____ **January 1, 2022 to December 31, 2022**

\$ _____ **January 1, 2023 to December 31, 2023**

\$ _____ **January 1, 2024 to December 31, 2024**

Senior Citizen Rate (Age 62 or older) \$ _____ **January 1, 2020 to December 31, 2020**

\$ _____ **January 1, 2021 to December 31, 2021**

\$ _____ **January 1, 2022 to December 31, 2022**

\$ _____ **January 1, 2023 to December 31, 2023**

\$ _____ **January 1, 2024 to December 31, 2024**

Retail and Commercial Trade – rate for retail and commercial business shall be the same as the residential rate providing the rubbish, ashes and garbage placed out for collection does not exceed 4-33 gallon cans. Those exceeding 4-33 gallon cans shall contract individual rates with an approved collector.

3. Collections shall be once per week, any other collections shall be contracted on an individual basis.
4. The collector shall at all times comply with all local, county, state and federal rules, regulations, ordinances and laws.
5. The collector shall at all times have not less than two (2) motor trucks for the collection of garbage, ashes and rubbish, and if more trucks are necessary, shall provide the same. All trucks used for the collection of garbage shall

have leak-proof steel bodies and shall be equipped with doors or hatches so that the body may be fully closed when garbage is being transported. All such doors and hatches shall be fully closed when garbage is being transported.

Any trucks used for collecting and removing ashes and rubbish need not be equipped with hatches or doors, but the same shall be leak-proof and shall be equipped with a tarpaulin, which fully covers the load of ashes or rubbish being transported.

6. All trucks shall be uniformly painted, shall be numbered in sequences on both sides, and shall have the name of the collector on both sides. All lettering shall be least 5 inches high.
7. The collector shall have sufficient employees at all times in order to render adequate service and shall keep and maintain all trucks in good repair and condition. All trucks shall be washed with water at the end of each day's use and shall be kept in a clean and sanitary condition.
8. Without cost to the Township, collector shall collect, remove and dispose of garbage, ashes or rubbish from property owned or used by the Township.
9. The collector shall, at his expense, provide a Department of Environmental Protection approved landfill, to which he shall remove and transport all garbage, ashes and rubbish collected within the Township. The garbage, ashes, and rubbish shall be disposed or buried on said landfill in accordance with standard practices, and the laws of the Commonwealth of Pennsylvania. The collector shall furnish a certificate of agreement from the landfill owner verifying collector's right to use the facility during the life of the Township's contract.

10. In the event the collector defaults in the performance of any of the covenants, terms and conditions to be kept and performed by him under the terms of the contract to be entered into by him or refuses or neglects to abide by any rule or regulation made by said Township, the said Township, shall give the collector ten (10) days within which to remedy said defaults, and in the event the collector refuses or neglects to do so, said Township Supervisors may, upon thirty (30) days written notice to the collector, cancel or terminate the contract. This right shall be in addition to all rights and remedies of said Township by virtue of the bond hereinafter mentioned, and the exercise of such right shall not be deemed a waiver of the rights or remedies of said Township by virtue of said bond.

11. The collector shall indemnify and save harmless said Township from all liability imposed upon it by law and arising out of the collection, removal or disposal of garbage, ashes or rubbish, and the operation, maintenance or use of said landfill.

12. The collector shall, at his expense, obtain and keep in force a policy or policies of insurance insuring himself, his agents, servants, and employees against all liability arising out of the collection, removal and disposal of garbage, ashes or rubbish, the ownership, maintenance or use of motor vehicles and other equipment and the ownership, maintenance or use of any dump in land provided by the collector, which policy or policies shall provide for the payment of bodily injury of not less than Three Hundred Thousand Dollars (\$300,000.00) for each person and not less than One Million Dollars (\$1,000,000.00), for each accident, and property damage of not less than

Three Hundred Thousand Dollars (\$300,000.00), for each accident. The collector shall cause a certificate to be issued to said Township showing that such policy or policies are in force and effect.

13. The collector will comply with the Worker's Compensation Laws of the Commonwealth of Pennsylvania and will, at his expense, procure such insurance as shall be necessary and adequate to cover and protect all his employees engaged in the collection, removal and disposal of garbage, ashes, and rubbish. The said policy shall be exhibited to said Township upon demand.
14. All bids shall be accompanied by a certified check payable to the Township in the amount of Ten Thousand Dollars (\$10,000.00) which sum shall be forfeited to the said Township as liquidated damages in the event that such bidder fails to enter into the contract and furnish the performance bond hereinafter mentioned.
15. The successful bidder shall, within twenty (20) days after he has been notified by the said Township that the contract has been awarded to him, enter into a written contract to be prepared by the Township Solicitor, which contract shall provide for the collection and removal of garbage, ashes and rubbish for a period of five (5) years beginning **January 1, 2020** and shall include these specifications.
16. Within twenty (20) days after he has been notified by the said Township that the contract has been awarded to him, the successful bidder shall furnish to said Township a Performance Bond in the sum of Fifty Thousand Dollars (\$50,000.00) with corporate surety, to be approved by said Township

Supervisors, guaranteeing the performance of the contract, which bond shall be for the contract beginning **January 1, 2020** and be posted for each contract period thereafter at the beginning date of the contract period.

17. The said contract shall not be transferred, set over or assigned by the collector without the written consent of said Township Supervisors first had and obtained.
18. The collector shall specify the day he will collect in a particular area or street, and so notify the customer. He will adhere to this schedule during the length of the contract.
19. Any person or entity desiring to register an approved collection for retail and commercial accounts exceeding 4-33 gallon cans shall register on or before August 1st of each year and may not register thereafter until August 1st of the following year. To qualify as an approved collector for such accounts as aforesaid, each person or entity shall comply with the insurance requirements of these specifications and provide a Performance Bond of Ten Thousand Dollars (\$10,000.00) with corporate surety and shall comply with local, county, state and federal rules, regulations, ordinances and laws.
20. Collection services **shall be mandatory** on the part of the customer.
21. These specifications and the contract with the collector may be amended to reflect any requirements that must be met because of any law or regulation becoming effective during the term of the contract and any act necessitated thereby shall be negotiated between the collector and the Township Supervisors.