



BOROUGH OF ST. LAWRENCE

3540 ST. LAWRENCE AVENUE

READING, PA 19606

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BID SPECIFICATIONS AND SOLICITATION FOR RESIDENTIAL CURBSIDE MUNICIPAL WASTE AND RECYCLING COLLECTION AND DISPOSAL

Due Date:

Wednesday, September 11, 2019 @ 10:00 AM

Contact Information:

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LEGAL ADVERTISEMENT

BOROUGH OF ST. LAWRENCE, PENNSYLVANIA

NOTICE TO CONTRACTORS

The Borough of St. Lawrence will receive sealed proposals in the Municipal Office, 3540 Saint Lawrence Avenue, Reading PA until 10:00 A.M., prevailing time on September 11, 2019, for Residential Curbside Municipal Waste and Recycling Collection and Disposal.

Specifications and Proposal Forms for the above work can be obtained online at www.stlawboro.com. All bidders must submit a completed Bidder Registration Form, by fax or U.S. Mail Service, to the Borough office no later than September 4, 2019.

Each proposal shall be accompanied by Bid Surety in the amount of ten percent (10%) of the proposal. A Certified Check or Bid Bond will be accepted.

The Borough of St. Lawrence reserves the right to accept or reject any and all bids, and to accept or reject any part of a bid that may not be in the best interest of the Borough, as determined by Borough Council.

ALLISON A. LEINBACH, BOROUGH MANAGER

REQUEST FOR BIDS

Sealed Bids are invited and will be received by the Borough of St. Lawrence ("Municipality"), Berks County, Pennsylvania at Borough Hall, 3540 St. Lawrence Avenue, St. Lawrence/Reading, PA 19606 for the Residential Curbside Municipal Waste and Recycling Collection & Disposal. Sealed Bids must be received by the Municipality **on or before September 11, 2019 by 10:00 a.m. prevailing time** and will thereafter be publicly opened and read aloud at 10:15 A.M. Bids must be sealed and plainly marked "Bid for Residential Curbside Municipal Waste and Recycling Collection & Disposal" and include the name of the bidder.

Specifications, Bid Forms and Documents may be obtained or reviewed at the municipal office of the Borough of St. Lawrence, 3540 St. Lawrence Ave., St. Lawrence/Reading, Berks County, PA 19606, between the hours of 9:00 a.m. and 2:00 p.m., Monday thru Thursday or on the Borough Website @ www.stlawboro.com.

Bidders must register with the Municipality by fax or mail on the Registration Form in the Bid Packet in order to receive any addenda to the bid documents.

Bids must be submitted on the required form and include all documents listed in the Instructions to Bidder contained in the Bid Package.

The Municipality will award a Contract or reject all Bids within sixty (60) days from the date the Bids are opened. All Bids and Bid Security-submitted shall remain valid for a period of sixty (60) days from the time for Bids to be opened.

The issuance of this Solicitation constitutes only an invitation to submit responsive Bids to the Municipality. Notwithstanding any other provisions of this Solicitation, the Municipality reserves the right to determine, in its sole discretion, whether any aspect of a Bid satisfactorily meets the criteria established in this Solicitation, to waive any irregularities in any Bid, and to take any other action which the Municipality deems appropriate. The Municipality intends to select the Bidder which, in the sole opinion of the Municipality, is the lowest, responsive, responsible Bidder.

The procedures set forth in this Solicitation are for the convenience of the Municipality and shall not give rise to any rights in any person or entity. In the event that a Contract is not awarded for any reason, or in the event that this Solicitation is withdrawn for any reason, the Municipality shall have no obligation or liability to any Person for any costs or expenses incurred in connection with this Solicitation, any Bid or the transactions contemplated by this Solicitation or otherwise.

By submitting a Bid, a Bidder warrants that the Bidder: (a) has reviewed all pertinent Contract Documents and all addenda thereto, (b) has inspected the sites at which the Work will be performed and the conditions under which the Work will be performed (c) has not discovered any ambiguities or conflicts in the Work description, specifications, or other terms or conditions of the Contract Documents and (d) has submitted to the Borough a completed Bidder Registration Form.

The bids will be considered at a meeting of the Borough Council of the Borough of St. Lawrence at Borough Hall on September 12, 2019, starting at 7:30 p.m. prevailing time.

BOROUGH OF ST. LAWRENCE
Allison A. Leinbach, Manager

INSTRUCTIONS TO BIDDER

1. Sealed bids will be received by the Borough of St. Lawrence ("Municipality" or "Borough"), until 10:00 A.M., prevailing time, September 11, 2019 in the municipal office located at 3540 Saint Lawrence Ave, Reading PA 19606.
2. The Borough reserves the right to extend the time for receipt and/or opening of the proposals.
3. Bids must be submitted in duplicate in a sealed envelope clearly marked on the face with the name of the bidder and the statement, "BID FOR RESIDENTIAL CURBSIDE REFUSE AND RECYCLING COLLECTION AND DISPOSAL".
4. Bidders must submit bids for all required services in order to be considered unless otherwise instructed in writing.
5. Bidder must complete and submit a Bidder Registration Form.
6. Any bidder may withdraw his/her bid at any time prior to the scheduled opening time for the bids.
7. Each proposal shall be made on the attached Bid Proposal Form, which shall be signed, with the full name of each proprietorship, partnership or corporation submitting it. The bid of a proprietorship shall be signed by the owner; or partnership by one of the general partners; a corporation by a duly authorized officer thereof stating his/her title. The complete mailing address and telephone number must be stated.
8. **The approximate number of residential properties for collection of solid waste and recyclables is 665.**
9. If the contract is awarded, the Contract shall be for a term of three (3) years beginning January 1, 2020 and ending December 31, 2022, additionally, the Contractor and the Municipality may mutually agree to extend the contract for an additional three (3) years.
10. Each bidder shall complete and submit the attached Non-Collusion Affidavit.
11. Each bidder shall provide a list of municipalities under contract in the County of Berks, Pennsylvania or three (3) references of municipal contracts for solid waste collections that they have serviced within the last three (3) years in the County. If no such contracts exist, the bidder must provide at least three (3) references from the geographically closest to the Borough or contracts with municipalities of similar population and number of households to the Borough. (Experience and Equipment Information Sheet)
12. It is the intent of the Municipality to award the Contract Agreement to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents. However, the Municipality reserves the right to accept the bid which, in the Municipality's judgment, is in the best interest of and most advantageous to the Municipality. The Municipality reserves the right to waive irregularities, reject any or all bids or to hold bids for up to sixty (60) days and to award the bid in the best interest of the Municipality. The Municipality will reject a bid not accompanied by a Bid Bond or other data required by the bidding Documents, to reject a bid which is in any way incomplete or irregular and to re-bid the work at a later date if all bids are rejected.
13. Each bidder shall submit a comprehensive list of all primary and secondary landfills, transfer stations and recycling centers to be utilized through the life of the contract and any contingency plans in the event such facilities are closed. The Contractor shall submit proof of his ability to dump at such landfill, utilize a transfer station and recycling center. All landfills, transfer stations and recycling centers used by the Contractor must be approved and/or permitted by the applicable federal, state and local authorities. The Borough reserves the right to designate where refuse and recyclables shall be disposed of and may change the location during the term of the contract.

14. The quoted bid shall include all costs of disposal including any and all fees; however, each fee shall be listed as a separate line item on the monthly invoice. If State-mandated fees should increase during the contract period, the Contractor may request additional payment from the Borough upon proof submitted and agreed upon in writing by both parties.
15. A performance bond, for 50% of the total three (3) year contract price will be required from the successful bidder as described in the specifications. The Performance Bond must have corporate surety registered and authorized to do business in the Commonwealth of Pennsylvania. Agents of the bonding company shall furnish their 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. Upon successful completion of a contract year, the Contractor may submit a written request to the Borough to reduce the Performance Bond to 50% of the contract price for the remaining contract period. All premiums for bonds shall be paid by the Contractor.
16. A certified check or bid bond, payable to the municipality, in the amount of ten percent (10%) of the bid total, as a guarantee of the execution of the contract if awarded to bidder, must accompany each proposal. All such bid bonds or certified checks will be returned to the respective unsuccessful bidders within sixty (60) days after the bids are opened, but in no event before a contract is executed with the successful bidder. The bid security of the successful bidder will be returned to the Contractor when the Contract Agreement is executed and a satisfactory performance bond is delivered to the municipality.
17. Should the successful bidder fail or refuse to execute the performance bond and the Contract Agreement required within ten (10) working days after the Contractor has received notice of acceptance of his bid, he shall forfeit to the Municipality the bid bond deposited with his bid as liquidated damages for such failure or refusal.
18. It is the duty of Bidders to request clarification of any perceived ambiguities, discrepancies or errors in this Solicitation or the Contract Documents. Requests for clarification shall be in writing and shall be delivered so that they are received by the Municipality no later than September 4, 2019.
19. All changes in specifications as herein set forth will be by written addendum only and sent to the attention of the person indicated on the Bidder Registration Form sent by the manner requested. No oral changes are authorized and all communications shall be acted upon as the sole responsibility of the bidder. All questions regarding the specifications shall be directed in writing to the Borough Manager and mailed to: 3540 St. Lawrence Ave., Reading PA 19606 or preferably faxed to: 610-779-9148, to be received no later than September 4, 2019. No addenda will be issued after September 6, 2019.
20. Any and all addenda which are issued under this Solicitation shall be signed by the Bidder and returned with the submitted Bid.
21. The Borough of St. Lawrence is exempt from taxes and prices shall not include taxes.
22. The Contractor shall indemnify and hold harmless the Borough of St. Lawrence, its members, or any of its officers or agents, against any or all suits or actions brought against said Borough, its members or its officers or agents from damage and cost resulting from negligence or carelessness or otherwise in performance of said Contractor's obligations under this contract or from defective or improper appliance used in performance of the same. The Contractor agrees to pay all damages, costs and expenses, including attorneys' fees, of the Borough in defending any action arising out of acts or omissions in connection with this contract.
23. Where unit prices are requested and there is a discrepancy in the total amount of the bid, the unit prices shall govern.

GENERAL REQUIREMENTS & SPECIFICATIONS

1. **Collection Unit** – A trash collection unit shall be 90 – 100 gallons of trash in a container or bags provided by the residential unit.
2. **Residential Unit** – A property that may contain between one and four residences, including but not limited to a single-family home detached home, duplex, townhouse or building containing less than four apartment units. There will be one collection unit per residential property. Multiple units within one building will only receive one collection unit. **The St. Lawrence Garden Apartments and the Lutz Apartments are not included in this contract.**
3. **Refuse/Waste Containers** - The maximum size of a refuse/waste container shall be a 64-gallon tote style container, otherwise the maximum size allowed 32 – 40-gallon container, weighing no more than 65 pounds. The resident may use any combination of containers that do not exceed the amount allowed for a collection unit.
4. **Recycle Containers** -- The maximum size of a recycling container shall be a 64-gallon tote style container, otherwise the maximum size allowed 32 – 40-gallon container, weighing no more than 65 pounds. The resident may use any combination of containers, quantities unlimited.
5. **Trash/Refuse Curbside Collection** –
 - a. The contractor shall provide solid waste and recyclables collection, removal and disposal service within the corporate limits of the Borough, once a week collection on the designated day. On collection days all refuse containers and items of refuse shall be placed at curbside and where no curb exists, within five (5) feet of the roadway. The Contractor will not be required to collect refuse from the inside of buildings.
 - b. All items for collection must be placed at the point of collection no later than 6:00 a.m. on the day of collection.
6. **OPTIONAL ITEM TO BE BID:**
 - a. Contractor owned and supplied to each Residential Unit one (1) wheeled recycling tote either 32- gallon or 64- gallon marked for recycling.
 - b. Recycling collection is unlimited, a Residential Unit may place additional containers of recycling (per specifications) at the curb for collection in a container marked for recycling.
 - c. The Contractor may choose to provide additional recycling containers, at their expense, to a residential unit that require additional containers for the quantity of recycling that place curbside.
 - d. Contractor will be responsible to replace totes damaged by collection.
 - e. Contractor responsible for distribution of Totes to the Residential Unit and collection of totes at end of contract (if required).
7. **Trash and Recycling Collection shall occur every Tuesday, any change to collection day must be approved in writing by Borough Council.**
8. **Collection Vehicles** – Contractor is to furnish the necessary vehicles for the collection of solid waste and recyclables in non-leaking vehicles provided with tops or coverings to guard against spillage and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded. Additionally, the collection vehicles will be kept in a clean and sanitary manner. Collection equipment shall not remain in the Borough overnight.
9. **Definition** – Whenever the terms “solid waste” is used in these specifications, it shall be construed as follows:

SOLID WASTE (“Refuse”, “Trash”): All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking and consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals, animal parts, household hazardous waste such as oil based paint, pesticides, tires, auto

batteries and combustibles of all kinds. Solid waste shall not include yard waste, ashes stored in ash pits, parts of trees, bushes and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension and shape require more than one man for removal.

10. RECYCLABLES: To be collected weekly AS SINGLE STREAM, unlimited quantity

Containers: (cleaned of all food debris)

- Food grade glass bottles and jars (clear, brown, green) does not include window glass, dinnerware, tempered glass or ceramics
- Aluminum and metal food cans
- Aluminum trays and foil
- Aseptic packaging and gable top containers (milk and juice cartons, juice boxes)
- Steel, tin and bi-metal cans

Plastics: (No Styrofoam)

- PET soda, milk, water and flavored beverage bottles (#1 clear and green plastic resin)
- HDPE detergent and fabric softener containers (#2 colored plastic resin)
- PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
- LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings
- PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
- PS (#6 plastic resin); examples include aspirin bottles, compact disc cases, egg cartons
- Other (#7 plastic resin); narrow neck containers only

Paper:

- Newspaper, including inserts
- Magazines, catalogues and telephone books
- Kraft (brown) paper bags
- Office, computer, notebook and gift wrap (non-metallic) paper
- Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- Carrier stock (soda and beer can carrying cases)
- Junk mail and envelopes
- Paperback books
- Cardboard

Contractor may list any other items they will collect.

11. Bulk Waste Household Item – One item per residential unit per week

- a. the following items constitute a bulk item: additional thirty-two (32) gallons of trash or a reasonable sized household item that two persons could lift such as, but not limited to: furniture, mattress, box spring, chairs, sofa, loveseat, four-foot carpet roll, etc. The item is placed curbside with the regular household trash. Mattresses and box springs shall be wrapped in plastic and sealed with tape. Any furniture with doors must be taped close.
 - b. NO REFRIGERATORS, WASH MACHINES, DRYERS OR DISHWASHERS.
 - c. NO ELECTRONIC WASTE: TV'S, COMPUTERS, ETC.
 - d. Appliances containing chlorofluorocarbon (CFC) shall not be considered Bulk Waste for collection.
 - e. **Any bulk waste item placed out for collection but not collected shall be tagged by the Contractor to indicate the reason why the item was not collected.**
12. **Christmas Tree Disposal** – The Contractor **WILL NOT** be required to pick up Christmas Trees and is not part of this Agreement for Service. The Borough provides this service.
13. **Yard Waste** – The Contractor **WILL NOT** be required to pick up yard waste and is not part of this Agreement for Service. Yard waste: grass, leaves, brush, tree limbs, tree trunks, vegetation, etc. The Borough provides this service.
14. **Holiday Schedule** – No collections shall be required on the following six annual legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. The Contractor shall provide to the Municipality an annual written list of the Contractor's recognized holidays for the year. For all recognized holidays, each pick-up day of the holiday week after the holiday will be serviced one day late.
15. **Collection Routes** – **The Contractor shall establish routes for the collection of solid waste and recyclables, this route will be followed for all collections. The Contractor's collection schedule and routes shall be filed with the Borough Secretary.**
16. **Municipality Owned Facilities** - The Contractor will be required to provide solid waste and recyclable collection services to all Municipality owned facilities at no additional cost to the Municipality. These collections will be considered incidental to the contract and are as follows:
- a. Borough Municipal Building - 3540 St. Lawrence Avenue.
 - i. Two (2) – dumpster: one MUNICIPAL waste and one recycling
 - ii. Weekly pickup in rear of building between the hours of 7 a.m. and 7 p.m.
 - b. Borough Playground – 3500 Jacksonwald Avenue. Pickup in the alley between Jacksonwald Avenue and St. Lawrence Avenue.
 - i. The contractor shall provide three (3) – 96- gallon trash totes and three (3) – 96- gallon recycling totes
 - ii. Collection will be on Borough trash/recycling day
17. **Collection Times** – No collection shall be made before 6:00 a.m., (per specifications) or after 4:00 p.m., except by the express written authorization of the Borough Manager or Borough Secretary. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks as described above.
18. **Weather Events**
- a. In the event that the Contractor is unable to perform collections due to serious weather events or the Borough declares a snow emergency, the contractor may be temporarily excused from performance so long as the Contractor:
 - i. Informs the Borough immediately that they are unable to perform collections
 - ii. Works with the Borough to achieve a mutually agreeable plan for making up for scheduled collections missed due to the snow emergency declaration or weather event and follows through with the plan for making up the missed collection
19. **Cleanliness** – In the collection of solid waste and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, private

street, alley or drive and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste or recyclables from truck to truck.

20. **Publicity** – The Borough will inform the property owners as to the changeover of collection service prior to the initiation of the Contract Period. Any changes to the collection service and/or schedule after initiation of the Contract Period and having received approval in writing by the Borough Manager or Borough Secretary, the Contractor bears the responsibility on notification to all affected property owners. The publicity shall include, but not limited to, advertisement in a local newspaper of general circulation and at least one mailing to each affected property owner indicating the change being made and contact information (telephone number, website, etc.) where questions and complaints may be handled.

21. **Education On Collection and Recycling Services–**

- a. The Contractor will supply on letterhead attached to the bid proposal, what educational opportunities it will provide to the Borough of St. Lawrence property owners.
- b. The Contractor shall develop and distribute a comprehensive brochure explaining how each aspect of its services will be provided, including but not limited to: trash collection, recycling collection, bulk item collection, holiday information, etc.

22. **Laws** – The Contractor will be required to obtain all permits and licenses required by applicable laws and regulations. Furthermore, the Contractor shall at all times comply with all ordinances, rules and regulations by the United States of America, the Commonwealth of Pennsylvania, the County of Berks and the Borough of St. Lawrence.

23. **Insurance** – The contractor shall carry the following forms of insurance applying to all operations by him, his agents and employees and shall cause the Borough to be named as an additional insured and provide Certificate of Insurance with bid submittal:

FORMS	MINIMUM LIMITS
(a) Worker's Compensation	Statutory
(b) Contractor's Public Liability	\$1,000,000 – each occurrence, including environmental coverage \$2,000,000 – General Aggregate, including environmental coverage
(c) Contractor's Property Damage Liability	\$1,000,000 – each occurrence
(d) Automobile Bodily Injury & Automobile Property Damage	\$1,000,000 – each occurrence

24. **Street Closings** - When a street, alley or lane is closed for repair or for any other valid reason, the contractor shall contact the Borough office for instructions. The contractor shall do all he can to fully cooperate in seeing that collections are made when there are difficult or unusual situations present.

25. **Bid Bond** - A certified check or bid bond in the amount of ten percent (10%) of the bid total, as a guarantee of the execution of the contract if awarded to bidder, must accompany each proposal.

26. **Payment – Payment for services shall be monthly. Contractor shall invoice the municipality following completion of the monthly collection as reflected by the invoice date. Council will approve payment of the invoice on the next advertised monthly meeting date of Borough Council (currently the 2nd Thursday) following the completion of the monthly collection and receipt of the invoice.**

27. **Additional Services** - The Borough is not responsible for any additional services the Contractor may provide at the request of any property owner, commercial tenant or resident within the Municipality.

28. **Daily Report** – On the day(s) of collection, the Contractor shall contact the Borough at the completion of the day's work to advise of any properties missed on that day's collection, so that collection from those missed properties may be made the same day. The Contractor shall also notify the Borough of

any irregular or unusual circumstances regarding that day's collection, including (a) refuse left standing because of not conforming to specifications and/or exceeding quantities; (b) any complaints made to collection crews; (c) areas missed due to breakdown of equipment or other reasons; and (d) any damage done to property during collections.

- 29. **Complaint submitted to the Borough Office** – Contractor shall provide to the Borough the procedures for contacting the Contractor when a resident complains to the Borough office for missed collection, damages to containers, etc.
- 30. **Complaints by Residents** – The Contractor shall supply a monthly report to the Borough listing all complaints received from Borough Residents, the Borough Municipal Office and the Resolution of the complaint.
- 31. **Volume Report Recycling** – The Contractor will be required to file a monthly volume report indicating the tonnage volume of single stream recycling and refuse that complies with the reporting requirements of PA Act 101, Section 904 Performance Grants.
- 32. **Volume Report Trash** – The Contractor will file a monthly volume report indicating the trash tonnage disposed.
- 33. **Bidder's Understanding** - Bidders shall inspect the Municipality to determine all circumstances affecting the cost and the nature of the Services to be provided. A Bidder warrants and agrees that in formulating and submitting a Bid, the Bidder has relied solely upon the Bidder's inspection of the sites at which the Service ("Work") will be performed and upon the Bidder's own judgment as to the amount and nature of the Service to be performed. The Municipality is relying upon the expertise of the Bidder to determine the nature and the amount of Work to be performed in formulating the Bid price. The successful Bidder shall not be relieved of the obligation to execute the Contract or to fully perform all obligations under the Contract by reason of any error, miscalculation or omission in the inspection of the sites for Work or the computation of the cost of the Work to be performed.
- 34. **Previous Annual Trash and Recycling Quantities: The chart provides estimations for planning purposes only and should not be relied upon as a guarantee of future quantities**

YEAR	TRASH (TONS)	RECYCLABLES (TONS)
2015	633	141
2016	648	135
2017	652	147
2018	665	144

- 35. **Conduct by Contractor Employees – No improper or abusive language or unacceptable or improper conduction including, but not limited to:**

1. Obscene gestures
2. Foul language
3. Dumping recyclables into the Trash truck
4. Throwing of trash or recycling containers and/or lids
5. Not returning trash or recycling containers to the curb area
6. Failing to cleanup spilled trash or recycling

The conduct should not be exhibited at any time to the public by the Contractor's employees or such offender will be removed from the route by the Contractor or upon request by the Borough

36. The Borough and the Contractor may discuss changes that result from uncontrollable circumstances. Mutually agreed upon modifications, will not become effective unless it is contained in writing signed by both parties.

Uncontrollable Circumstance - Any event which (a) is beyond the reasonable control and not due to the fault of the party relying thereon, (b) substantially alters the costs or ability of such party to perform its obligations under, or comply with the terms of, this Contract and (c) is one of the following:

1. Change in Federal, State or Local law, ordinance, code, regulation or rule from those in effect as of the date of the Solicitation which resulted in this Contract,
2. Insurrection, riot, civil disturbance, sabotage, act of war, explosion, nuclear incident or naval blockade, or
3. Hurricane, tornado, flood, ice, snow or other Act of God provided the Contractor has taken reasonable measures to continue performance notwithstanding such events.

EVENTS OF BREACH AND LIQUIDATED DAMAGES

1. The Contractor shall pay as liquidated damages in the amount of Five Hundred (\$500.00) Dollars per day for failure to comply with the provisions of the contract agreement for services.
2. The contractor shall have all hedges, fences or other items damaged by his trucks or employees repaired or replaced in kind to pre-incident condition within ten (10) days receipt of report of such damage or the Municipality will have the items repaired or replaced at cost plus 10%. Such amount shall be deducted from the monthly contract price.
3. In the event of Material Breach, and/or multiple, repeated, or uncorrected Minor Breach(es) by the Contractor, the Municipality is authorized to cancel the contract upon five (5) days' notice.
4. Breach of Contract In addition to, and not in lieu of, any other remedies provided by law, equity or this Contract, the Municipality shall be entitled to one or more of the following remedies:
 - a. Minor Breach - For minor breaches, such as nonrecurring late pick-ups, occasional missed pick-ups, spillage, unclean Vehicles, and the like, the Municipality may elect one or more of the following remedies:

- i. Complete cure of the deficiency within 24 hours of notice thereof at the sole expense of the Contractor;
- ii. Substitute performance by the Municipality (or by its agents or contractors) at the sole expense of the Contractor, such expense to include the administrative costs of the Municipality. **For each missed collection that the Contractor does not complete, the Municipality may impose a surcharge of twenty dollars (\$20.00) for each dwelling unit per day (including Saturdays and Sundays, although the Contractor shall not in any case collect on those days).** The Municipality may deduct said surcharges from monthly invoicing. If a missed collection is not resolved within three (3) days to the satisfaction of the Municipality, the Municipality may collect (or cause to be collected) the Refuse and charge (or deduct, as aforesaid) all costs, fees, expenses incurred by the Municipality in connection with collection. Nothing herein shall prevent or deny the Municipality from terminating the Contract in accordance with the Contract terms; and
- iii. Damages in an amount equal to the reasonable value of the Work had it been performed in strict conformity with this Contract, plus the administrative costs of the Municipality.

b. Material Breach

For material breaches, including without limitation, intentional breaches, noncompliance with applicable law, failure to maintain applicable governmental licenses, failure to maintain the insurance required under this Contract, misrepresentation on Monthly Municipal Reports or weight receipts or similar documents, three minor breaches in any three month period, including failure to collect from Customers, the Contractor's insolvency or a filing by the Contractor or on its behalf of any bankruptcy proceeding, the Municipality may elect one or more of the following:

- i. Any of the remedies provided above for minor breaches,
- ii. Partial or total termination of the Contract, and
- iii. Damages for the cost of replacement services

- c. **Mixed Loads. It shall be a material breach of this Contract for any Vehicle containing Contract Waste to also contain any Solid Waste not collected under this Contract, or to contain any Recyclable Material which was Source Separated by a Customer; and in any such event, in addition to any other remedies provided under this Contract, the Contractor shall repay to the Municipality an amount equal to the**

tipping fee applicable to the entire contents of each such Vehicle plus \$250 for damages.

5. In addition to the provisions of the Performance Bond, if the Contractor fails to service the Municipality on a timely basis, the Contractor shall forfeit payment for services not performed unless remedied to the satisfaction of the Municipality.
6. Contractor shall defend, indemnify and save harmless the Municipality and its officers, agents and employees from and against any and all costs arising in any way as a result of the performance or failure to perform on the part of Contractor, or any approved subcontractor, under this agreement.
7. The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the prior written consent of the Municipality.
8. In the event of an emergency or failure by the Contractor to be able to adequately perform solid waste and recycling collection services, the Contractor shall immediately contact the Manager or the Borough Secretary of the Municipality. The Contractor shall follow the instructions of the Municipality to insure the public health, safety and welfare of the Municipality.

THIS IS THE END OF THE DOCUMENT

CONTRACT AGREEMENT FOR SERVICES

THIS CONTRACT AGREEMENT FOR SERVICES made **this day of, by** and between the BOROUGH OF ST. LAWRENCE, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, located in the County of Berks and Commonwealth of Pennsylvania (hereinafter referred to as "Borough"), party of the first part, and **(hereinafter referred to as "Contractor"), party of the second part.**

WHEREAS, the Borough had advertised the bids to be received on September 11, 2019, for the collection, removal and disposal of refuse, garbage and recyclables in the Borough of St. Lawrence; and

WHEREAS, the Contractor was the lowest responsible bidder which had submitted a bid to the Borough for collection and disposal of such refuse, garbage and recyclables, said collection and disposal to be made pursuant to Borough specifications prepared and provided for this purpose; and

WHEREAS, the Borough Council has duly accepted Contractor's Bid # _____ for such trash, garbage and recyclable disposal for three (3) years, commencing January 1, 2020, and ending December 31, 2022, **with the option for a mutually agreed upon three (3) year extension commencing January 1, 2023 through December 31, 2025.**

WHEREAS, the Borough and the Contractor desire to enter into a written agreement for the purpose of effecting the terms of Borough Specifications and Contractor's bid and formalizing the agreement of the parties.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: that in consideration of the mutual promises contained herein, as well as in consideration the agreements on the part of each of the parties herein contained, the Borough for itself, its successors and assigns, and the Contractor for itself, its successors and assigns, agree as follows:

1. Contractor shall furnish all the materials, machinery, equipment, tools, labor and transportation necessary and proper for the collection, removal and disposal of all refuse and garbage accumulated within the Borough of St. Lawrence, Berks County, Pennsylvania, **every Tuesday**, one (1) collection unit of trash, one (1) bulk household item per property, and to collect an unlimited quantity of recyclable materials as designated in the bid specifications.
2. Day of collection shall only be varied as set forth in the Specifications of the Borough of St. Lawrence, which have previously been submitted to the Contractor, and which Specifications are attached hereto, marked Exhibit "A", and made part hereof (hereinafter called "Specifications").
3. **Quantities shall only be varied as set forth in the Specifications.**
4. Collection will occur between the hours of 6:00 a.m. and 4:00 p.m. With the following limitations:
 - 6:00 a.m. Start: Saint Lawrence Avenue, Perkiomen Avenue, Oley Turnpike Road, Bingaman St. and N. Bingaman St. and Prospect St. (one home at Prospect & Oley Turnpike Rd.).
 - 7:00 a.m.: All other Borough Streets
5. **The contract will commence January 1, 2020, to December 31, 2022, with the a mutually agreed upon option for an additional three (3) year period, from January 1, 2023 to December 31, 2025. The first collection will be no later than January 7, 2020.**
6. All equipment, tools, labor, and transportation shall be in strict accordance with the Specifications. Such Specifications, while set forth as an Exhibit hereto, shall be considered and incorporated as an integral part of the contract and enforceable as such.
7. Such collections shall be made in good, substantial and workmanlike manner and in strict accordance with the Specifications, and shall be in compliance with Federal and State laws and regulations.
8. Contractor agrees to be bound by the requirements set forth in the Specifications and acknowledges that in the event it fails to conform therein, it shall be considered a material breach of contract.

9. In consideration of the Contractor's performance of its obligation pursuant to the terms of this Agreement and the Specifications, with the Borough selection Bid #_____, the Borough shall pay to the Contractor for trash pickup and recycling for 665 residential units for three (3) years at a total price of _____(written amount) with the option to mutually extend the contract for an additional three (3) years at a price of _____(written amount). The Bid Proposal Form shall be attached as Exhibit "C" hereto.

YEAR	UNIT PRICE	ANNUAL PRICE	MONTHLY PRICE
2020			
2021			
2022			
Extension 2023			
Extension 2024			
Extension 2025			

10. Such sums shall be payable during the three (3) year term with the mutually agreed upon option to extend the contract for an additional three (3) year period at a monthly rate as set forth in the above chart for regular trash pickup and recycling in accordance with the provisions for payment as set forth in the Specifications.
11. The Contractor shall, prior to the Borough's execution of this Agreement, furnish a Performance Bond with corporate surety registered and authorized to do business in the Commonwealth of Pennsylvania or cash in the amount of _____ which is 50% of the total three (3) year contract price of _____ as set forth in the said Specifications, and said Performance Bond with corporate surety and/or cash shall be deemed a part of this contract, and which shall be attached as Exhibit "B" hereto. Upon successful completion of the first year of the contract, Contractor may submit a written request to the Borough to reduce the Performance Bond to 50% of the contract price for the remaining contract period and any option periods.
12. The Contractor shall, prior to the Borough's execution of this Agreement, furnish to the Borough proof of insurance under the Pennsylvania Worker's Compensation Act, as amended, supply its federal tax identification number, together with a Certificate of Insurance, evidencing its carrying all public liability, property damage and automobile bodily and property injury and damage required by the Specifications. The Borough shall be named as an Additional Insured and Certificate Holder of the Certificate of Insurance, and shall be notified of any changes in applicable coverage. A true and correct copy of the Certificate of Insurance shall be attached as Exhibit "D" hereto. The failure of contractor to maintain all required coverages in the amounts required in the Specifications shall be a material breach of, and if uncured, an event of default of this Agreement.
13. The Contractor is considered to be an independent contractor in and during the performance of the work and the providing of services to be performed by the Contractor as more fully set forth in this contract and the Specifications. Contractor shall be responsible for any and all losses and/or damages caused by acts and/or failures to act by Contractor, its agents and/or employees in the performance of this Agreement. Further, Contractor agrees to fully indemnify, protect and save harmless the Borough from any and all claims for liability resulting from any and every accident, intentional action or inaction, negligence, failure to act, breach of applicable regulation or statute, or from any and every other cause or causes connected with the work and services to be performed by Contractor as more fully set forth in the Agreement and/or from the expense of the defending of any and all act or acts, claim or claims arising therefrom, including but not limited to attorneys' fees and costs of defense. In the event of any incident involving property damage, personal injury, or alleged violation of statute or regulation, Contractor shall inform the Borough Manager in writing.

14. All persons engaged in or connected with the work and services to be provided by Contractor under the terms of this contract are and shall be insured at the sole cost and expense of Contractor in compliance with provisions of the Pennsylvania Workers' Compensation Act, and the amendments and supplements thereto; and the Contractor shall provide a certificate to the Borough evidencing the same prior to the effectiveness of this contract, as set forth in Item 11 above.
15. Contractor agrees to comply with all the applicable laws, rules and regulations of the United States of America and the Commonwealth of Pennsylvania relating to garbage, trash collection and disposal to be performed on behalf of municipal corporations. In addition, Contractor covenants and agrees that throughout the term of this contract, all garbage and trash collected in connection herewith shall be disposed of at an approved and licensed landfill or such other location designated by the Borough, or otherwise acceptable to it as authorized in writing by the Borough, all as per the reservation of right retained by the Borough or as set forth in the Specifications. If the Contractor is authorized to dispose of Borough refuse at any other location, Contractor shall provide a letter from the operator of said location evidencing permission to dispose of refuse at said location, and stating that the location has all required certifications, permits, and approvals to receive municipal solid waste.
16. In the event the Contractor at any time during the term of this Agreement fails, refuses or is unable for any cause to properly perform the collection and disposal of the refuse, garbage and bulk household item within the Borough as required by this contract, the Borough, after having given written notice of such neglect or default on the part of the Contractor by certified mail addressed to the Contractor at its last known address and 10 (ten) days opportunity to cure the defect to the satisfaction of the Borough, shall have full power and authority to declare the Contractor in default of the contract and the Borough shall have the full authority to take the prosecution of the work under the terms thereof out of the hands of the Contractor and appropriate or use any materials or equipment of the Contractor used for performance of its obligations hereunder and may enter into a contract with a third party for the completion of such work remaining to be performed under the terms hereof.
17. Should the Borough elect to take prosecution of the work out of the hands of the Contractor pursuant to Paragraph 8 hereof, the Borough may, at its option, complete the contract with its own forces or by separate contract with any person or persons and cause such work remaining to be done under the terms hereof to be performed.
18. In the event of such termination for default by Contractor and the performance by the Borough or some other person on its behalf, the Contractor shall be liable to the Borough for any costs or expenses occasioned by the Borough by reason of such default and termination by this Agreement. In the event of Contractor's default and the declaration thereof by the Borough, the Borough shall be free to claim all rights under the Performance Bond with corporate surety or cash submitted herewith and deemed to be part of the within contract.
19. Borough's said right and power herein to terminate this Agreement by reason of default on the part of the Contractor shall be in addition to and not in substitution of the penalties and remedies provided in the Specifications, it being the intent of the Borough that the refuse and garbage within the Borough shall be regularly collected in a good and workmanlike manner; and in the event it appears to the Borough that the Contractor will not or cannot perform such duties, the Borough will have the power to pursue all remedies available to it under this contract, the Specifications, at law or in equity, and/or pursuant to the Performance Bond. Remedies are cumulative and are not exclusive.
20. The Contractor shall not assign or transfer its interest or obligations hereunder to any person without first obtaining the Borough's written consent thereto.
21. Neither party to this Agreement shall be responsible for any delay or failure in performance of any provision of this Agreement to the extent such delay or failure is caused by fire, weather conditions including flooding, snow emergency or conditions triggering the declaration of a state of emergency, explosion, war, civil disobedience, strike, embargo, act of God, or other similar causes beyond such party's control without the fault or negligence of the delayed or non-performing party.
22. This Agreement and documents made a part hereof represent the entire contract of the parties. No modifications to this Agreement shall be valid unless in writing signed by both parties.

23. It is agreed that all disputes or actions under this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, and that venue for any action hereunder shall be in a court of competent jurisdiction in Berks County, Pennsylvania or in the United States District Court for the Eastern District of Pennsylvania.

24. All notices required to be given under this Agreement shall be as set forth herein:

Addresses for Notice:

Borough of St. Lawrence

3540 St. Lawrence Ave.
Reading, PA 19606-2345

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals
the date first above written.

BOROUGH OF ST. LAWRENCE

By: _____

Robert J. May, Council President

Attest: _____

Susan D. Eggert, Borough Secretary

“Borough”

XX

By: _____

Attest: _____

“Contractor”

REQUIRED SERVICES TO BE PROVIDED

The Contractor shall have the responsibility to collect, haul and dispose of all trash and recyclables between the hours of 6:00 a.m. and 4:00 p.m., on the day designated for collection.

The 6:00 a.m. start time is for the following streets only: Perkiomen Avenue, Oley Turnpike Road, St. Lawrence Ave., Prospect Street, Parkview Road, Bingaman Street and North Bingaman Street.

The Borough reserves the right to rescind the 6:00 a.m. start time if the Contractor repeatedly violates the 7:00 a.m. start time on the other Borough Streets.

The Contractor will furnish a collection route to the Borough, which will be followed for every collection.

The Borough requires that trash and recycling be collected on the same day of the week, currently Tuesdays. Recycling will be picked up first. If the contractor runs two trucks simultaneously to pick up both trash and recycling, the Borough will be notified immediately and each truck shall be clearly marked for either trash or recycling collection.

The items will be collected in properly identified trucks in accordance with state law. All these services, vehicles, equipment and collected materials as described below, are to comply with all Federal, State, County and Municipal regulations.

BID 1 REQUIREMENTS:

1. One (1) Collection Unit of Trash to be picked up once a week from the curb line, per specifications.
2. One (1) bulk item to be picked up once a week from the curb line, per specifications.
3. Unlimited recycling picked up once a week from the curb line per specifications.
4. There will be no scavenging (defined as taking items from discarded waste for personal use by oneself or others) by the contractor or his authorized personnel.
5. The Municipality is not financially responsible for any services provided by the Contractor outside of the parameters of these specifications for any entity within the Municipality.
6. The Contractor will provide solid waste and recycling services to all Municipal facilities at no additional cost. These collections will be considered incidental to the contract.

BID 2 REQUIREMENTS:

1. One (1) Collection Unit of Trash to be picked up once a week from the curb line, per specifications.
2. One (1) bulk item to be picked up once a week from the curb line, per specifications.
3. Unlimited recycling picked up once a week from the curb line per specifications.
 - a. Contractor owned and supplied to each Residential Unit one (1) wheeled recycling tote either 32- gallon or 64- gallon marked for recycling.
 - b. Recycling collection is unlimited, a Residential Unit may place additional containers of recycling (per specifications) at the curb for collection in a container marked for recycling.
 - c. Contractor will be responsible to replace totes damaged by collection.
 - d. Contractor responsible for distribution of Totes to the Residential Unit and collection of totes at end of contract (if required).
4. There will be no scavenging by the contractor or his authorized personnel.
5. The Municipality is not financially responsible for any services provided by the Contractor outside of the parameters of these specifications for any entity within the Municipality.
6. The Contractor will provide solid waste and recycling services to all Municipal facilities at no additional cost. These collections will be considered incidental to the contract.

INSTRUCTIONS FOR NONCOLLUSION AFFIDAVIT

1. This Non-collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-bid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-collusion Affidavits to be submitted together with bids.
2. 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.
3. 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.
4. In the case of a bid submitted by a 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.
5. 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.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____:

§

County of _____:

I state that I am _____ (Title)

of _____ (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ (Name of my firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion* with respect to bidding on any public contract, excepts as follows:

I state that _____ (Name of my firm), understands and acknowledges that the above representations are material and important and will be relied on by St. Lawrence Borough, in awarding the contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from St. Lawrence Borough of the true facts relating to submission of bids for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____,
20____

My Commission Expires:

Notary Public

*involvement in this activity does not prohibit the Borough of St. Lawrence from accepting this Bid or awarding a contract; but this may be a ground for determining whether the Borough of St. Lawrence should decide to award a contract based on a lack of responsibility.

7. If other than a corporation or partnership, describe your organization and name all principals or owners:

8. List states and categories in which your organization is legally qualified to do business giving all registration or license numbers.

9. List states in which partnership or trade name is filed

10. List the types of work normally performed by your own forces.

11. Have you ever failed to complete any work awarded to you? If so, note when, where and why:

12. Within the last five years, has any owner, officer or partner of your organization ever been an owner, officer, or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation.

13. Has any owner, officer, or partner of the organization been convicted of any crime related to the operation of this or any other waste disposal or recycling business? If so, attach a separate sheet with the details.

14. Trade References:

15. Bank References:

16. Name of Bonding Company and name and address of agent:

17. Attach a financial statement, audited if available, including Contractor's latest balance sheet and income statement showing the following items:
 - A. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):

 - B. Net Fixed Assets:

 - C. Other Assets:

 - D. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes):

E. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares per values, earned surplus, and retained earnings):

Name of firm preparing financial statement and date thereof:

Is this financial statement for the Contractor as named on the Declaration page and Bid Bond?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary):

Dated at _____ this _____ of _____, 20____.

Name of Organization:

BY: _____

TITLE: _____

Subscribed and sworn before me this _____ day of _____, 20____.

NOTARY PUBLIC: _____

My Commission Expires:

BIDDER REGISTRATION FORM

SEND COMPLETED FORM TO THE BOROUGH OF ST. LAWRENCE

Company Name: _____

Attention: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Fax: _____

Method for receiving Addenda: _____ FAX _____ U.S. MAIL

EXPERIENCE AND EQUIPMENT INFORMATION SHEET

All bidders shall furnish the following experience and equipment information.

Number of years in refuse collection business _____

Number of years in the recycling collection business _____

Describe your Solid Waste and Recyclable collection operation:

List Present Municipal and Recycling Contracts:

List Past Municipal and Recycling Contracts:

List Refuse and Recycling Collection Equipment (Include Model, Year, Capacity,Etc.)

BID PROPOSAL FORM

BID SUBMITTED TO:

Borough of St. Lawrence
 Attn: Allison A. Leinbach, Manager
 3540 St. Lawrence Avenue
 Reading PA 19606-2345

BID AMOUNT RESIDENTIAL CURBSIDE MUNICIPAL WASTE AND RECYCLING COLLECTION AND DISPOSAL PER SPECIFICATIONS

BID 1:

- One weekly curbside solid waste pickup of 90 – 100 gallons of trash
- One weekly curbside bulk household item per specifications
- One weekly curbside recyclables pickup of an unlimited quantity

YEAR	ANNUAL UNIT PRICE	ANNUAL PRICE (annual unit price x 665)	MONTHLY PRICE (Annual price/12)
2020			
2021			
2022			
MUTUALLY AGREEABLE THREE-YEAR EXTENSION OF CONTRACT PER SPECIFICATIONS			
2023			
2024			
2025			

Numeric Total Three-Year Contract Price: _____

Written Total Three-Year Contract Price: _____

Numeric Total Three-Year Extension Price: _____

Written Total Three-Year Extension Price: _____

BID 2:

One weekly curbside solid waste pickup of 90 – 100 gallons of trash

One weekly curbside bulk household item per specifications

One weekly curbside recyclables pickup of an unlimited quantity

Contractor owned wheeled recycling tote either 32-gallon or 64-gallon provided to every residential unit, per specifications

YEAR	ANNUAL UNIT PRICE	ANNUAL PRICE (annual unit price x 665)	MONTHLY PRICE (Annual price/12)
2020			
2021			
2022			
MUTUALLY AGREEABLE THREE-YEAR EXTENSION OF CONTRACT PER SPECIFICATIONS			
2023			
2024			
2025			

Numeric Total Three-Year Contract Price: _____

Written Total Three-Year Contract Price: _____

Numeric Total Three-Year Extension Price: _____

Written Total Three-Year Extension Price: _____

Bid submitted by:

Company: _____

Attention: _____

Mailing Address: _____

Telephone: _____ Fax: _____

Email: _____

The undersigned, intending to be legally bound, agrees that this bid is irrevocable, may not be withdrawn and shall remain subject to your acceptance for a period of sixty (60) days after the time set for bid opening.

(INDIVIDUAL PRINCIPAL)

Witness:

Individual Principal:

(Signature of Individual)

(SEAL)

Trading and Doing Business As: _____

(PRINCIPAL PARTNERSHIP*)

Name of Partnership _____

Witnesses:

By: _____
Partner

By: _____
Partner

By: _____
Partner

By: _____
Partner

*All general partners must sign

(LIMITED LIABILITY COMPANY**)

Name of LLC _____

Witnesses:

By: _____
Member

By: _____
Member

By: _____
Member

**All members must sign or attach an appropriate Resolution or other document, dated as of the same date as the Bid Form, evidencing authority to execute the Bond on behalf of the Limited Liability Company

(CORPORATION PRINCIPAL)

(Name of Corporation)

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President

[CORPORATE SEAL]

(or if appropriate)

Witness:

***By: _____
(Authorized Representative)

***Attach appropriate corporate resolution, dated as of the same date as the Bid Form, evidencing authority to execute the Bond on behalf of the Corporation

DECLARATION

The undersigned declares that he/she has read the attached specifications, inspected the work location, fully understands the contents and agrees to perform the work according to specifications for the prices quoted on the Bid Proposal Form.

It is expressly understood that the undersigned will appear at the Office of the Borough Manager, 3540 St Lawrence Ave., Reading, PA 19606, within ten (10) days after the bid is awarded to execute the appropriate contract. Failure to execute a contract within ten (10) days following bid award will forfeit the bid bond, rendering it payable in full to the Borough of St Lawrence for liquidated damages.

The Borough of St. Lawrence reserves the right to waive any informality in proposals and to reject any or all proposals for any reason as well as the right to award the contract as the best interests of the Borough may appear.

Company Name: _____

Authorized Signature (Title): _____

Attest:

Date: _____
