

Contract Documents and Specifications For:

RESIDENTIAL SOLID WASTE COLLECTION, RECYCLING AND DISPOSAL

BID #: 09-04

**Sealed Bids must be received no later than November 16, 2009 at
10:00 A.M.**

*Lower Providence Township
100 Parklane Drive • Eagleville, PA 19403
Phone: (610) 539-8020 • Fax: (610) 539-6347
www.lowerprovidence.org*

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INSTRUCTIONS TO BIDDERS

1. Purpose - This request for bids provides to those interested in submitting proposals for the subject procurement ("Offerors" or "Bidders") sufficient information to enable them to prepare and submit proposals for the Township's consideration to satisfy a need for residential solid waste collection, recycling and disposal ("Project"). The "Issuer" and sole point of contact for this Bid shall be Nathaniel Dysard, Project Analyst, phone: 610-539-8020, email: ndysard@lowerprovidence.org. Lower Providence Township will be identified as the ("Owner" or "Township").

2. Definitions - For the purpose of this bid, the following words and phrases shall have the meaning given herein.

"Authorized Collector" shall mean a person, individual, partnership, or corporation or employer or agent thereof authorized by contract with the municipality to collect solid waste by recyclable materials from residential, commercial, and institutional properties as herein defined.

"Bulky waste" shall mean large items of refuse **which are generated from the household or property including, but not limited to**, appliances, large auto parts, auto tires, furniture, and large trees and branches, which require collection in other than conventional compactor, refuse collection vehicles.

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

"Commercial properties" shall mean all properties used for industrial or commercial purposes, provided that multiple dwelling residential buildings containing more than four (4) dwelling units, for purposes of this Agreement, shall be treated as commercial properties. Commercial Properties shall include townhomes, condominiums, mobile home parks, and homeowners associations, which are adjacent to a private commonly owned street or driveway.

"Commonwealth" shall mean the Commonwealth of Pennsylvania.

"Compost" shall mean the end product from bacterial action or organic materials, such as the aerobic or anaerobic decomposition of municipal solid waste.

"Compostable Material" shall mean organic waste, which is capable of undergoing composting.

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

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

"Container" shall mean can, mechanical bin, box, or disposable container used for storage of refuse.

"Contractor" shall mean a private firm awarded a contract to perform a service.

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

"Detachable container" or mechanical bin shall mean any metal container, which may be mechanically lifted and emptied into the collection vehicle.

"Disposal facility" shall mean a facility approved by the Department of Environmental Protection which processes or acts upon solid waste so as to dispose of the material, such as a composting facility, an incinerator, a resource recovery plant, a waste-to-energy facility or a sanitary landfill, or similar licensed facility for disposal of solid waste.

"Disposal site" shall mean the site, location, tract of land, area, or premises used or intended to be used for solid waste disposal as proposed by the Contractor and approved by County, State or Federal regulatory agencies for lawful disposal of solid wastes.

"Drop-off Center" shall mean a location established by the municipality or a private organization for the receipt and temporary storage of recyclable materials.

"Dump" shall mean a site for the consolidation of waste from one or more sources which has little or no management.

"Dwelling" and "Dwelling unit" shall mean place of residence within Lower Providence Township of one or more persons where refuse is generated through normal living habits. It shall not include apartments or buildings devoted to four (4) or more multi-family occupancy.

"Farm property" shall mean a parcel or parcels of land devoted to agricultures; either to raising crops, livestock, poultry, or pasture.

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

"Governing body" shall mean the Board of Supervisors of Lower Providence Township.

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

"Household", "householder/s" and "household unit" shall mean a place of residence within Lower Providence Township of one or more persons where refuse is generated through normal living habits. It shall not include apartments or buildings devoted to four (4) or more multi-family occupancy, nor shall it include townhomes, condominiums, mobile home parks, and homeowners associations, which are adjacent to a private commonly owned street or driveway.

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

"Landfill" shall mean a land disposal site for the disposal of solid waste; see also "Sanitary Landfill".

"Municipality" shall mean a unit of local government or the area encompassed by such a unit, including Lower Providence Township.

"Municipal Facilities" shall mean the buildings, equipment, lands and other facilities owned or controlled by the municipal government, such as the township municipal building or borough hall, police station, municipal garage, firehouses, etc.

"Municipal Solid Waste" shall mean garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material resulting from operation of residential, municipal, commercial, or institutional establishments and from community activities.

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

"PaDEP" shall mean the Pennsylvania Department of Environmental Protection.

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

"Private Collector/Hauler" shall mean a collector or Contractor awarded a contract to provide waste collection and waste hauling and disposal services to residential, commercial, and/or institutional properties on a private contract basis.

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

"Recyclable Materials" shall mean those materials which may be processed or re-fabricated for re-use and which are specified by the municipality for separation from the regular solid waste. Such materials may include, but not be limited to, aluminum products, ferrous containers, bi-metal containers, glass containers, newspapers, magazines and periodicals, plastic containers, and yard wastes.

"Recycling" shall mean the collection, separation, recovery, and sale or reuse of metals, glass, paper, plastics and other materials, which would otherwise be disposed or processed as municipal waste.

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

"Refuse" shall mean all solid wastes and shall include, but is not limited to garbage, ashes, bulky waste, and rubbish; except that refuse shall specifically exclude body wastes (exclusive of disposable diapers) and hazardous waste.

"Regulations" shall mean the Municipal Solid Waste Regulations developed and adopted by any municipality to govern the separation, storage, collection, recycling, transportation, processing and disposal of municipal solid waste.

"Residence" or "Resident" shall mean any individual, firm, partnership, corporation, association, institution, cooperative enterprise, trust, municipal authority, federal institution or agency, state institution or agency, municipality, other governmental agency or any other legal entity or any group of such persons whatsoever which is recognized by law as the subject of rights and duties, which owns, leases or occupies a property located in Lower Providence Township used as a residence. Provided however that in no event shall it include any multi-family structure having more than four (4) dwelling units. Nor shall it include those dwelling units that are part of a townhome, condominium, homeowners association, or mobile home development and are adjacent to a private commonly owned street or driveway.

"Residential" shall mean an occupied single or multi-family dwelling having up to four (4) dwelling units per structure or each unit in a multi-family structure if the dwelling units are individually owned with separate entrances. It shall not include those dwelling units that are part of a townhome, condominium, homeowners association, or mobile home development and are adjacent to a private commonly owned street or driveway.

"Residential Property" means property used as dwellings, including buildings having up to four (4) dwelling units in one building. Multiple dwelling residential buildings containing more than four (4) dwelling units, unless these units are individually owned with individual entrances for purposes of this bid shall be treated as commercial properties. It shall not include those dwelling units that are part of a townhome, condominium, homeowners association, or mobile home development and are adjacent to a private commonly owned street or driveway.

"Residential Solid Waste" shall mean ordinary trash or solid waste generated by a residential household.

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

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

"Rubbish" shall mean solid waste exclusive of garbage (e.g., non-recyclable glass, metal, paper, or plastic and non-compostable plant material, wood, or non-put risible solid waste).

"Salvage operation" shall mean any business, trade or industry engaged in whole or in part in salvaging or reclaiming any product or material, including, but not limited to, automobiles, metals, chemicals, shipping containers, or drums.

"Salvaging" shall mean the controlled removal of reusable materials at a salvage operation.

"Sanitary landfill" shall mean an approved solid waste disposal facility licensed by any County, State or Federal Regulatory Agency for said disposal.

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

"Solid Waste" shall mean waste, including, but not limited to municipal, residual or hazardous wastes, including solid, liquid, semisolid or contained gaseous materials.

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

"Source-Separation" shall mean the separation and storage at the source where created or generated, of materials which are to be recycled.

"Source Separated Recyclable Materials" shall mean materials that are separated from municipal waste at the point of origin for the purpose of recycling.

"SWMA" shall mean the Municipal Waste Planning, Recycling and Waste Reduction Act, Act No. 101, of July, 1988.

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

"Township" shall mean the Township of Lower Providence.

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

"Trash" shall mean ordinary residential household materials or items that are generated from that household or commercial solid waste.

"Waste" shall mean a material whose original purpose has been completed and which is directed to a disposal or processing facility or is otherwise disposed. The term shall not include source separated recyclable materials.

"Waste-to-Energy Facility" shall mean an approved plant, establishment, set of equipment or other operation approved by the Department of Environmental Protection, which converts solid wastes to usable energy forms, such as the incineration of municipal solid waste to produce steam and electricity, lawfully licensed to operate pursuant to any County, State or Federal regulatory agency for disposal of solid wastes.

"Yard waste" shall mean pruning, grass clippings, clippings in general, weeds, leaves, and general yard and garden wastes. The Contractor shall agree that during the term of the Contract, they shall dispose of the Township's yard waste at a disposal facility approved and permitted by the Pennsylvania Department of Environmental Protection or other appropriate State Regulatory agency. The Township hereby notifies Contractor that the failure to dispose of the Township's yard waste at a disposal facility approved and permitted by the Pennsylvania Department of Environmental Protection or other appropriate State Regulatory Agency shall, in and of itself, be a material breach of this contract.

3. Qualifications of Bidders – Each bidder shall present evidence that they are normally engaged in the purveying of the type of equipment and/or activity for which bids are being solicited. The bidder shall be thoroughly familiar with the contents of the notice before submitting the proposal; the bidder automatically acknowledges and accepts all the provisions, conditions,

and specifications of the notice. No bid shall be considered from bidders who are unable to show that they are normally engaged in the purveying of the type of equipment and/or activity on which bids are being solicited.

Each bidder shall furnish proof that he or she, or any parent, subsidiary, or affiliated corporation of the bidder, has had at least five years of experience as either the owner or the principal operator of a business or businesses engaged in the collection, recycling, transportation and disposal of solid waste from cities or townships serving in the aggregate not less than 2,000 residential units. The Township shall reserve the right to reject any bid if its investigation fails to indicate that a bidder is qualified to carry out the obligations of the contract and to provide in full the services specified herein. Each bidder must complete and sign the Bidder's Qualification Questionnaire included herein and made a part of this request for bids. Failure to complete, sign and deliver the Bidders Qualification Questionnaire at the time of the submission of a bid may be cause for rejection of a bid.

Provided as a supplement to the Statement of Bidders Qualification Questionnaire, each Offeror must be prepared to submit, within five days of Owner's request, written evidence such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located, in order to demonstrate the qualifications for the Project.

4. Rejection of Bids – The Township reserves the right, in its sole discretion, to reject any proposal received as a result of this request for Bids.
5. Incurring Costs – The Township is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the Bid process or in anticipation of award of the contract.
6. Pre-Bid Meeting – A Pre-bid meeting will be held on November 4, 2009 at 10:00 A.M. prevailing time. The meeting will be held at the Lower Providence Township Building. This meeting is **not** mandatory, however it is recommended that all bidders attend this meeting. Any answers furnished during the pre-bid meeting will not be official until the Township has verified them, in writing. All questions and written answers will be posted to the Township procurement website at www.lowerprovidence.org/procurement.htm as an addendum to, and shall become part of, this bid document.
7. Interpretations & Questions – All questions about the meaning or intent of the Contract Documents shall be submitted via e-mail, to ndysard@lowerprovidence.org with the subject line “Bid #09-04 Question”, no later than November 6, 2009. Replies will be issued by Addenda posted to the Township procurement website at www.lowerprovidence.org/procurement.htm. Questions received after the deadline may not be answered before the submission deadline. Oral and other interpretations or clarifications will be without legal effect. All addenda shall become part of this bid document.
8. Addenda to the Bid – If the Township deems it necessary to revise any part of this Bid document before the response date, an addendum will be posted to the Township website at www.lowerprovidence.org/procurement.htm. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the Bid.
9. Response Date – To be considered for selection, hard copies of bids must arrive at the Township at 100 Parklane Drive, Eagleville PA 19403 on or before 10:00 A.M. prevailing

time on November 16, 2009. Bids will be publically opened and read aloud at 10:01 A.M following the Bid deadline. The Township will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Township business day on which the office is open, unless the Issuer otherwise notifies Offerors. The hour for submission of proposals shall remain the same. The Township will reject, unopened, any late submissions.

10. Proposals/Bids – To be considered, Offerors should submit a complete response to these Bid documents. Each bid page should be numbered for ease of reference.

Each bidder must submit a bid for the entire amount of the services called for in this request for bids for each year of the proposed contract, as required by the various specifications and contract documents which form a part of this request for bids. The failure to conform to this requirement may result in the classification of a bid as "non-responsive" and may render same subject to rejection. The attachment of any conditions, limitations, or ancillary provisions by a bidder to his or her proposal may cause a similar classification and have a similar effect, unless adequately explained as identified in section 20 of the Instructions to Bidders.

- 10.2 The Bid shall be included in an opaque sealed envelope, marked with the Project title and name, and address of the Bidder and accompanied by the Bid Bond and other required documents.
- 10.3 For this Bid, the proposal must remain valid for sixty (**60**) days or until a contract is fully executed, but Owner may, in his sole discretion, release any Bid and return the Bid security prior to that date. The information in the proposal will become a public record upon contract execution, except as limited by Section 106 (b)(1) of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 106 (b)(1).
- 10.4 Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Township's address for proposal delivery before the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification, which complies with the bidding requirements.
- 10.5 Before submitting this Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect performance of the work: and (c) carefully correlate the observations with the requirements of the Contract Documents.
- 10.6 Bidders shall inspect the entire area included within the scope of services so as to make their own judgment with respect to the number of collection locations and all other circumstances affecting the cost of services to be provided and the nature of the work to be performed. The figures provided herein are not to be taken as binding, they are

only approximations, and bidders assume all patent and latent risks in connection therewith.

- 10.7 The bidder must submit with the bid, detailed specifications, circulars, and all necessary details on the process and equipment he proposes to utilize in order to meet the Township's specifications and also for the Township to have full information available when analyzing the bids.
11. Bidding Requirements – The Bidding Requirements portion of the Contract Documents, inclusive of pages 2-24 provides for the Specifications of the Duties and Responsibilities of the Bidder and must be thoroughly examined by the Bidder prior to submission of the Bid. It is the sole responsibility of the Bidder to ensure all work completed under this Bid is executed with compliance to the Specifications identified in the Bidding Requirements.
12. Bid Security – Bid bonds shall be submitted in the form of a certified check in the amount of five percent (5%) of the total bid price for year one (1), or a Bid Bond having surety acceptable to the Township, also in the amount of five percent (5%) of the bid price for year one (1). When submitting bids on more than one bidding option, the Bid Security shall be based on the highest year one (1) price.

Prior to the execution of the Contract, the successful bidder will be required to furnish a bond for the faithful performance of the contract, effective for the full term of the contract, in an amount equal to one hundred percent (100%) of the total contract price for the final two years of the contract. Said Performance bond shall be reduced by fifty percent (50%) at the beginning of the final year of the contract.

The required security must be in the form of a certified or bank cashier's check made payable to Owner or a bid bond issued by a surety licensed to conduct business in the state where the Project is located and named in the current list of "Surety Companies Acceptable of Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The Bid Security of the successful Bidder will be retained until the Agreement has been executed and furnished the required Contract Security, where upon it will be returned; if the Bidder fails to execute and deliver the agreement and furnish the required Contract Security within twenty (20) days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the Award may be retained by Owner until the earlier of the seventh (7th) day after the executed Agreement is delivered by Owner to Contractor and the required Contract Security is furnished or the sixty-first (61st) day after the Bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

13. Prime Contractor Responsibilities – The contract will require the selected Offeror to assume responsibility for all services offered in its Bid whether it produces them itself or by subcontract.
 - 13.1 The Township will consider the selected Offeror to be the sole point of contact with regard to contractual matters. Offeror shall perform the Project as an independent contractor and not as a Lower Providence Township employee. The Offeror shall not be entitled to receive any "employee" benefits from Lower Providence Township including, but not limited to, pension or health insurance.

- 13.2 If the Bid Documents require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the apparent low Bidder, and any other bidder so requested, will within seven (7) days after the date the Bid opening submit to Owner a list of all subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualifications for each such subcontractor, person and organization if required by Owner.
- 13.3 If Owner after due investigation has reasonable objection to any proposed subcontractor, other person or organization, before giving the Notice of Award request the apparent low Bidder to submit an acceptable substitute without an increase in the Bid price. If the apparent low Bidder declines to make any such substitution, they will not thereby sacrifice their Bid security. Any subcontractor, other person or organizations so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.
- 13.4 In Contracts where the Contract price is on the basis of cost of the work plus a fee, the Contractor, prior to the Notice of Award, must identify, in writing to Owner, those portions of the work that it proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with Owner's written consent.
- 13.5 Contractor shall not be required to employ any subcontractor, other person or organization against whom it has reasonable objection.
- 13.6 Neither the service provided nor any portion thereof, nor any of the proceeds thereof, may be assigned, sublet, or transferred to any person, firm, or corporation, except upon the prior written consent and approval of the Township; provided, however the service contract may be assigned to any wholly owned subsidiary of the successful bidder upon the prior written notice of such assignment to the Township, and approval of the Township. Such assignment shall not release the successful bidder from any liability under the service contract.
14. Conditions of Service – The Township does not make any representations in connection with any of the supplementary materials which form part of this proposal and request for bids. The total number of household dwelling units requiring services specified is currently estimated to be 7,000. The Township makes no guarantee to the successful bidder as to the exact number of residential or household units.

Insofar as possible, the Bidder, in the performance of the services called for in this document must employ such methods or means as will avoid interruption or interference with the operation of the affairs of the Township, and shall likewise take the necessary steps to insure that during the course of performance there will be no infringement on the rights of the public.

It is likewise understood and required that the Contractor, in the performance of the services called for in this document, shall employ such methods which shall not violate any applicable statutes, regulations, or ordinances of the Commonwealth of Pennsylvania, any subdivision thereof, or of the municipality.

15. News Releases – Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Township, and then only in coordination with the Township.
16. Term of Contract – The term of the contract will commence on the Effective Date and will end **as identified in the final contract**. The Township will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Township. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract and the Township shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract. The number of days of the completion of work (the Contract time) is set forth in the Proposal and Contract and will be included in the final contract. Any provisions for liquidated damages are set forth in the Contract Documents.
17. Offeror’s Representations and Authorizations – By submitting its proposal, each Offeror understands, represents, and acknowledges that:
 - 17.1 All of the Offeror’s information and representations in the proposal are material and important, and the Township may rely upon the contents of the proposal in awarding the contract(s).
 - 17.2 The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this Bid, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the bid document.
 - 17.3 The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
 - 17.4 The Offeror makes its proposal 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 proposal.
 - 17.5 Until the selected Offeror receives a fully executed and approved written contract from the Township, there is no legal and valid contract, in law or in equity, and the Offeror shall not begin to perform.
18. Notification of Selection – The Township will notify the selected Offeror in writing of its selection after the Township has determined, taking into consideration all of the evaluation factors, and selecting the Bid that is in the best interest of the Township.
19. Use of Electronic Versions of this Bid – This Bid is being made available by electronic means. If an Offeror electronically accepts the Bid, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the Bid. In the event of a conflict between a version of the Bid documents in the Offeror’s possession and the Township’s version of the Bid, the Township’s version shall govern.

20. Exceptions to Specifications – If the work or process offered differs from the provisions contained in the Specifications, such differences must be explained in detail on sheets attached to the proposal, and if such deviations do not depart from the intent of this notice and are in the best interest of the Township, the proposal will receive careful consideration.
21. Notice to the Contractor – The place of business designated in the proposal and bid upon which the service contract is founded is hereby designated as a place at which all notices, letters, and other communications shall be served, and to which all notices, letters and other communications shall be mailed or delivered. All notices specifically mentioned herein and all other communications of any kind which may of necessity be hereafter dispatched may be sent by regular mail, and the Contractor shall be deemed to have received said notice when mailed. If the document in question has been addressed to the Contractor at the aforesaid address and has been deposited in a post-paid envelope or wrapper in any Post Office Box regularly maintained by the United States Postal Service, the date of service of the notice or other communication shall be the date on which the same was so deposited in the United States Mail. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication on the Contractor personally, it being agreed that personal service, while not required, is superior to the general mode of service by mail as prescribed herein.
22. Cost Submittal – Offerors should not include any assumptions in their cost submittals. If the Offeror includes assumptions in its costs submittal, the Township may reject the bid in its entirety. The costs submitted should not include taxes; the Township is tax exempt and will provide the successful bidder with any required exemption forms.
23. Payment – The Offeror will receive payment directly from each residential unit. See General Specifications for additional information.
24. Proposal Bid Form – All costs associated with meeting the Bid requirements, including the total Bid price should be included on the Bid Form.
 - 24.1 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
 - 24.2 Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
 - 24.3 Bids by partnership must be executed in the partnership name and signed by a partner, with title must appear under the partner's signature and the official address of the partnership must be shown below the signature.
 - 24.4 All names must have title, to be typed or printed below the signature.
 - 24.5 The Bid shall contain an Acknowledgment of Receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

25. Award of Contract – Owner reserves the right to reject any and all Bids and waive any and all informalities, and the right to disregard all nonconforming or conditional Bids or counter proposals.
- 25.1 In evaluating Bids, Owner shall consider the qualifications of the Bidders, unit prices, and whether or not Bids comply with the prescribed requirements. The Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of materials and equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted in accordance with the Contract Documents. Owner may conduct such investigations as deemed necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed subcontractor(s) and other persons and organizations to do the work in accordance with the Contract Documents to Owner’s satisfaction within the prescribed time. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner’s satisfaction.
- 25.2 If a Contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the Award will be in the best interest of the Project.
- 25.3 Township may award the Bids individually or as a whole, depending on which is in the best interest of the Township.
- 25.4 The Contract awarded hereunder shall be for three or five consecutive years commencing on the date of the final Contract. The Board of Supervisors will determine the length of the final Contract based on the results of the submitted proposals. The Contract awarded hereunder shall not include any options to renew nor any automatic renewal provisions, nor any requirements for any party under the service contract to give any prior notice of expiration.
- 25.5 No violation, breach, or failure of performance shall be deemed to be waived by the Township because of payment, nor be deemed to be a waiver by the Township of its right to cancel the service contract for repeated and continued violations that shall constitute bad and unsatisfactory performance which shall impair the health and welfare of the public, nor shall it operate to void or annul any of the other terms or conditions herein contained.
- 25.6 The Township may cancel this contract with a thirty (30) day written notice.
26. Non-discrimination - Bidder shall not discriminate against any person because of race, color, religious creed, ancestry, national origin, age, sex, or handicap. Nondiscrimination and equal opportunity are the policy of the Township in all its decisions, programs, and activities. The purpose is to achieve the aims of the United States and Pennsylvania Constitutions. Executive Order 1972-1, the Pennsylvania Human Relations Act, Act of October 27, 1955, (P.L. 744), as amended, (43 P.S. § 951, *et. seq.*), and (43 P.S. § 153), by assuring that all persons are accorded equal employment opportunity without regard to race, color, religious creed, handicap, ancestry, national origin, age, or sex.
- 26.1 Bidder shall comply with all state and federal laws in the event of the Bidder prohibiting discrimination in hiring or employment opportunities. In noncompliance

with the nondiscrimination certification or with any such laws, this contract may be terminated or suspended, in whole or part, and contractor may be declared temporarily ineligible for further Lower Providence Township contracts, and other sanctions may be imposed and remedies invoked.

27. Landfill, Transfer Disposal Facility Affidavit - Pursuant to provisions of the Municipal Waste Planning, Recycling and Waste Reduction Act 101 of July, 1988, the municipality is obligated to ascertain that the ultimate disposal of the residential solid waste remaining after removal of recyclable materials is at a site or facility permitted to accept such wastes. Accordingly, all residential solid waste remaining after removal of recyclables materials shall be disposed of at an approved facility, which is accepted by the Township. Accordingly, each bidder shall submit a Landfill Transfer Station or Processing Facility Affidavit as part of his or her submission in the form included in this Bid Proposal package.
28. Liability and Damages - The Contractor shall defend, indemnify, and save harmless the Township against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against the Township by reason of (a) any work performed by the Contractor or any of its agents, sub-Contractors, servants, or employees for which the Township may be found liable;(b) any accident, injury (including the roadways or property arising out of the use thereof by the Contractor or any of its agents, sub-Contractors, servants, or employees;(c) any failure on the part of the Contractor to perform or comply with any of the covenants, agreements, terms, or conditions contained in any contract awarded as a result of the submittal of a proposal in response to this specification; and (d) payments made under any Workmen's Compensation Law or under any plan for employees' disability and death benefits arising out of any use thereof by the Contractor or any of its agents, sub-Contractors, servants, or employees. The Contractor shall indemnify, save harmless, and defend the Township from any and all claims and demands of whatever kind which arise directly or indirectly from the Contractor's operations including, but not limited to, taxes and special charges by others.
29. Insurance - Each bidder shall submit with its bid a Certificate of Insurance issued by an insurance company satisfactory to the Township evidencing the existence of the mandatory minimum coverage required by this section.

The Certificate of Insurance shall designate the Township as an additional insured and shall, at a minimum, provide the following coverage:

- (A) General Public Liability Insurance (non-automotive) for personal injury and damage to property shall not be less than \$5,000,000 for each occurrence and \$10,000,000 aggregate.
- (B) Automobile Liability Insurance including primary combined single limit coverage and excess auto liability coverage shall not be less than \$1,000,000 for each occurrence and \$10,000,000 aggregate.
- (C) Workmen's Compensation coverage shall not be less than the statutory minimum and employer liability coverage shall not be less than \$1,000,000 for each occurrence.
- (D) Excess insurance in the amount of \$10,000,000 applicable to general and vehicular liability.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall name the Township as an additional insured and be designed to protect the Township from any and all claims for damages of any kind or any nature whatsoever, including but not limited to wrongful death, which may arise from the obligation of the Contractor in the performance of his contract, whether such obligation be controlled by the Contractor himself or by someone either directly or indirectly employed by him for the purpose of accomplishing some obligation incumbent upon the Contract by the terms of this contract.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania. Said policies shall remain full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.

30. Correction of Breaches of Non-Performance - In the event that the Contractor shall be in default of the service contract, or if the Contractor should ever fail to collect the materials required herein and such default or failure shall be uncured for a period of two consecutive scheduled working days, the Township may, at its option, render this contract in default.

The foregoing option of the Township upon any default or failure of the Contractor is cumulative to its other legal and equitable rights; therefore, upon any material breach hereunder, the Township may likewise have the option of simply notifying Contractor's surety on its performance bond of the Contractor's obligations hereunder or forfeit the penal amount of said bond, or the Township may likewise at the same time immediately commence all available legal and equitable remedies against the Contractor and its surety for the immediate and specific performance of this agreement and the payment of all damages sustained by reason of said breach.

It is hereby stipulated and agreed that in the event of a labor stoppage; labor strike; lockout; destruction of or damage to or interruption, suspension or interference with the operation of the Contractor's equipment caused by Acts of God, fires, explosions or other matters beyond the reasonable control of the Contractor; restraints of government, Lawful orders of court administrative agencies or governmental officers; suspension, termination or interruption of governmental licenses or permits; changes in laws, regulations or ordinances or emergency, the Contractor shall by reasons thereof, be obligated to reimburse the Township for any cost that exceed contract cost and the Township cost of performing the work specified in the service contract to be done during such period shall be charged to the Contractor as in the case of a default by the Contractor.

31. The following executed Contract Documents must be submitted with the Bid. Failure to include the required documents may provide cause for rejection of the Bid:

- 31.1 Proposal Bid Form
- 31.2 Acknowledgement of Receipt of Addenda
- 31.3 Bidder's Affidavit
- 31.4 Bid Bond
- 31.5 Bidder Qualification Questionnaire
- 31.6 Affirmative Action Affidavit
- 31.7 Non-Collusion Affidavit
- 31.8 Landfill, Transfer Disposal Facility Affidavit

- 31.9 Composting Affidavit
- 31.10 Certificate of Liability Insurance

GENERAL SPECIFICATIONS

Bidders are hereby advised that upon the award of the Bid, all items, conditions, provisions and procedures set forth in the Proposal Bid Form, Instructions to Bidders, the General and Detailed Specifications, and the forms and affidavits pursuant thereto shall be a part of the service contract. Except as may otherwise hereinafter be set forth, the term "Contractor" shall mean the lowest responsible bidder to whom the Bid has been awarded and has been executed by the Township.

1. Scope of Services - The services to be performed and provided consist of the collection, which includes recycling, composting and transportation of recyclables, leaf waste, yard waste and solid waste including bulky waste from household units within Lower Providence Township in Montgomery County, Pennsylvania. The Bidder will have the option to bid on any one or all of the independent bids inclusive of this request for bids. The bidding options include once per week pick for a period of three (3) years or five (5) years; twice per week pickup for a period of three (3) or five (5) years; each of which will include a per bag option. In addition, Bidders shall familiarize themselves with the "RecycleBank" program, any and all necessary "RecycleBank" containers for residential units and hauler collection equipment for participation in the Contract. The Township may award participation in the "RecycleBank" program to the successful Bidder as an alternative award. The Township will examine each bid independently and determine which option/s are in the best interest of the residents.

There are currently approximately 7,000 households available for service. The Contractor will be responsible for providing the above-referenced services to the eligible households and shall also be responsible for providing one trash container and one recycle container to each household prior to the commencement of the first day of trash pickup.

Bidders are to submit bids for the above-described services on a year-by-year basis for three and/or five years. The Township reserves the right to chose either a three-year or five-year contract following the determination of which proposal is in the best interest of the Township.

Disposal of solid waste shall be at a lawfully approved facility for disposal of solid waste duly licensed to so operate in the jurisdiction where located. Collection shall follow the existing schedule unless households are given thirty (30) days advance notice, in writing of any change to that schedule.

2. Disposal and/or Marketing of the Recyclable Materials - All recyclables must be processed and marketed and not be mixed in with regular trash. Please include a letter indicating the facility that will accept the materials you will be recycling for the Township for the entire term of the contract. The Contractor will retain any revenues associated with the collection, except for Department of Environmental Protection (DEP) performance grants, which shall be payable to the Township. The goal of the Township is to achieve the highest level of recycling in the area. A waste hauler collecting and transporting material is responsible for the implementation of the DEP's rules and regulations, including but not limited to those set forth in PA Act 101. It is a waste hauler's responsibility to report tonnages of all recyclables collected along its hauling routes. The tonnage totals are then used to calculate performance grants issued by DEP.
3. Disposal of Household Solid Waste at Designated Site(s) - Household solid waste shall be taken to such resource landfill, transfer station, or processing facility which is approved and

permitted by the Pennsylvania Department of Environmental Protection (PaDEP) or other appropriate state regulatory agency and approved by the Township.

The cost of disposal at the designated facility shall be fixed by contract between the facility and the Contractor and shall be provided as part of the Bid Documents in the Landfill, Transfer Disposal Facility Affidavit.

4. Solid Waste from Agricultural, Commercial or Industrial Firms - Solid waste from agricultural, Commercial Properties, or industrial firms, or from institutions or government agencies, other than municipal facilities, shall not be included in the scope of services. These wastes shall be collected and disposed by separate arrangements between the owners and Contractors.
5. Compostable Materials - Composting of such materials as yard waste, leaves, Christmas trees, etc. is required by the Township in accordance with PA Act 101. The bidder shall indicate in his or her bid where these and/or any other compostable materials would be taken to a composting facility or site. Lower Providence Township has an agreement with Upper Merion Township, which allows the Lower Providence Township hauler to dispose of yard waste into their facility. Hauler is responsible to pay Upper Merion for any and all disposal costs for the dumping of these compostable materials.
6. Obligation of Contractor - The Contractor shall, at his or her own cost and expense, and in strict conformity with the herein contained or hereto annexed specifications and the service contract, furnish all the material, labor, and equipment for the collection, recycling, transportation, and disposal of solid waste, as herein defined, from all residential units subject to collection under these specifications within the municipality.
7. Township Recycle Ordinance - The Township has adopted ordinances 346 and 367 to ensure the proper storage and placement of both recyclable materials and the remaining residential solid waste for efficient collection by the Contractor, education of the households in these activities, and enforcement of the provisions of the ordinances related to source separation, recycling and collection.
8. Supervision by the Contractor - The Contractor shall employ and designate one or more responsible supervisors who shall be present at all times (8:00 a.m. to 4:00 p.m.) in the Township while collections are being made. Said supervisor(s) shall be available to monitor the collections being made and receive any complaints; Supervisor(s) shall pick up complaints daily (Monday through Friday) from the Township office; Supervisor(s) will answer any inquiries, and if possible within his or her authority and responsibilities in the Contractor's firm, resolve any disputes with respect to the services supplied pursuant to this contract. The Township must receive a written response from the Contractor within 48 hours of receipt of complaint regarding how each complaint was handled. **Further, the Contractor shall have available an employee who may be contacted at a local telephone number during the hours of collection, Monday through Friday, for responding to any inquiries, or complaints in connection with the services being provided hereunder.**
9. Inspection - The Township, or its authorized representative, may at any time inspect the collection procedures being made and the billing practices being implemented pursuant to the service contract and may require correction of any improper performance or any deficient performance therein through the designated responsible supervisor(s) of the Contractor.

It is understood that the orderly and proper collection of municipal waste, recyclable materials, and yard waste, as defined herein, is a matter of serious and vital concern to the Township because of the effect that it has upon the health and welfare of its residents. Likewise, it is anticipated that occasional minor breaches by the successful bidder of its collection and disposal duties hereunder may occur during the course of the performance of the services herein set forth. Since many of these are incapable of prompt and reasonable calculation, the following stipulated liquidated damages may be imposed by the Township Manager or his authorized representative, whose determination shall be final.

The contractor which is awarded the bid will be responsible to provide funds to set up an account upon signing of contract. The escrow account will be set up with a minimum of \$10,000.00 to be used for payment of liquidated damages. Contractor will be responsible to replenish funds within 10 days to maintain the minimum balance. Should contractor not maintain minimum balance, contractor will be considered to be in default of the contract and bonding company will be notified.

1. Failure of a truck and crew to operate over and finish a regular route -- \$500 per route/per occurrence.
 2. Failure to collect refuse from a household properly in place -- \$50 per location.
 3. Using or maintaining truck in a leaking or unsanitary condition -- \$500 per offense.
 4. Failure to clean up any materials spilled or draining off equipment -- \$500 per offense.
10. Transportation Routes – The Contractor shall instruct the vehicle drivers to use major transportation routes and avoid residential and non-numbered routes in transporting the recyclable materials and household solid waste to the disposal facilities.
11. Equipment and Personnel - The Contractor shall provide to the Township a list of all vehicles and major items of equipment to be used or being used for collection and transportation of household solid waste and recyclable materials, including their type, capacity, gross and empty weight, and license number. The list shall be updated whenever any changes occur in the vehicles and equipment being used. All trucks used for the collection of household solid waste shall be specifically designed to prevent leakage of any liquids or fluids. Open type vehicles may be used only for the collection of Christmas trees, bulky items, or other large items, which are not likely to be blown out of the truck and litter the highway. Contractor is responsible to clean up any and all items or materials, which come from the vehicle. Additionally, if Contractor fails or is unable to clean up items, materials or debris the Contractor will be held responsible to pay for any and all services that Township would deem necessary for cleaning up those items.
- 11.1 Condition and Appearance of Vehicles and Equipment - All vehicles and equipment shall be maintained in good mechanical and electrical operating condition and in compliance with the weight, safety and sanitary laws and regulations of the Commonwealth of Pennsylvania, Montgomery County, and the municipality. Vehicles and equipment shall not be overloaded, and shall be cleaned at regular intervals. Vehicles and equipment shall display the name of the Contractor in locations plainly visible on both sides of the vehicle or piece of equipment.
- 11.2 Cleanup - Each vehicle shall have at least one broom and shovel to clean up refuse that

may be spilled or otherwise scattered during the process of collection, transportation or disposal.

11.3 Storage of Vehicles and Equipment - The Contractor shall store and park all vehicles and equipment at convenient and lawful locations at his or her own expense. Contractor vehicles and equipment shall not be parked or stored on streets or roads of the municipality except during hours of collection or in the event of an emergency. In the latter case, the Township Manager shall be promptly notified and the vehicle or equipment moved to a proper location as soon as possible after the emergency is ended.

11.4 Conduct of Employees - The Township Manager, or his authorized representative, may request a suspension or discharge of any employee for any one or more of the following offenses during working hours, and the Contractor shall comply with that request as soon as possible:

Intoxication;

Use of controlled substances (i.e., illicit drugs);

Use of loud, profane, vulgar or obscene language;

Soliciting gratuities or tips;

Refusal to collect or handle refuse as herein required and defined if properly stored and placed for collection;

Wanton or malicious damage or destruction of property, including waste containers or receptacles;

Wanton or malicious scattering or spilling of wastes to be collected under this contract;

Any act which may constitute a public nuisance in the performance of this contract.

12. Payments of Fees - The Contractor shall be responsible for the direct billing and collection of all charges permitted by the contract to each individual property owner. Billing must be done on a quarterly basis. The Township will provide (to the best of its ability) a copy of names and addresses of all of the residential households to be serviced under the contract. Contractor will be responsible to verify the list provided. Contractor shall be responsible for the timely payment of all disposal costs due the designated disposal facility for all solid waste collected pursuant to this contract. Contractor shall indemnify, and hold harmless the Township from any claims, suits, damages, fees, costs and expenses (including reasonable attorney fees) related to or arising out of payments or failure to pay any disposal fee billed by the designated disposal facility and/or the billing and collection of the charges billed by Contractor to individual property owners for services rendered under this contract.

However, the contract price for services of collection, transportation and disposal of municipal waste and recyclables shall be the fee imposed for said services covered by the contract. Contractor will develop such mechanisms as it deems appropriate and as are permitted by law, to provide for the enforcement of the payment of said fee by households who receive the services.

The contractor shall provide a program to allow the household to suspend service for up to three (3) consecutive months during a twelve (12) month period at not cost to the household and without fee. The minimum time for suspending service is a consecutive period of four (4) weeks.

DETAILED SPECIFICATIONS

Bidders are further advised that upon the award of the Bid, all of the provisions set forth in these Detailed Specifications shall be a part of the service contract.

1. Collection of Household Solid Waste and Recyclable Materials - The Contractor shall collect the recyclable materials, compostable materials that include leaves; household solid waste and such other items as are provided for herein from every household covered by the contract within the municipality. The regular household solid waste shall be collected once or twice each week, depending on contract selected. Recyclable materials shall be collected once a week on the same day as a regular trash collection. Leaf collection shall be provided to every household and would be picked up with compostable materials, which is every Wednesday. The Contractor shall collect from each householder on the existing scheduled day(s) of the week on which the regular household solid waste is being collected, and the day on which recyclable materials are being collected. A copy of the existing schedule is attached and found on pages 48-56. Contractor shall not change the existing schedule without first providing each household with thirty (30) days written notice.
 - 1.1 Schedule - The collection schedule of recyclable materials shall not be changed without the express written approval of the Township. The Contractor shall notify every householder at least one month in advance of any change to the collection schedule. The Contractor shall provide each householder with a schedule showing the day(s) of the week on which the regular household solid waste and the recyclable materials will be collected.
 - 1.2 Holidays - There shall be no collection service provided on the following holidays: New Years Day, Memorial Day, Fourth of July (Independence Day), Labor Day, Thanksgiving Day and Christmas Day. Householders whose collection day falls on those holidays shall be skipped until the next regularly scheduled collection day, for a twice per week contract. Should a once per week contract be selected the collection service should be the next day following the holiday.
 - 1.3 Hours and Days of Collection - The Contractor's collection vehicles may start collecting at 6:00 A.M. and continue to completion of the route, but no later than 6:00 P.M., with the exception of weather emergencies, Monday through Friday. No collections will be made on Saturdays or Sundays without the express written approval of the Township.
 - 1.4 Collection Locations - The householders are to be instructed to place all household solid waste containers and recyclable materials and/or dumpsters at the curb or within five feet of the roadway on each collection day, prior to the time of collection.
 - 1.5 Routes - The Contractor's vehicle drivers shall be instructed to follow the same routes on each collection day so that the householders will be able to judge roughly when the collection will be made. The routes, once established, shall be provided to the Township and then not changed without prior approval from the Township.
 - 1.6 Manner of Collection - The Contractor shall instruct the collection crews to make each collection with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible. Containers must be set back in the yard

and may not be left in the street. Contractor is responsible to clean up any materials coming from his vehicles.

- 1.7 The municipality shall direct the Contractor to notify each householder of the types of materials to be collected through the program, where to place them for collection, what containers to use, how often they will be collected, and other responsibilities of the householder. New copies of rules and regulations sent as mailers will be issued each January of every year and within 30 days after the beginning of a new contract to all new households of the Township. The Contractor shall be responsible for notifying the householders of any change in the recyclable materials to be collected in a timely manner.
 - 1.8 A household that is exempt, grandfathered, or otherwise not included in the Lower Providence Township residential solid waste Contract may otherwise choose to be included in a contract awarded under this bid at the householders sole discretion.
2. Household Solid Waste - The householders will be instructed by the Township to place their household solid waste in approved plastic or metal containers with close-fitting lids or approved refuse bags provided by the hauler. Rubbish which is too bulky to fit in the container shall be broken up so as to fit, or may be securely tied in bundles not to exceed 50 pounds in weight nor exceed three feet in length, and be placed next to the containers at the curb. Recyclable newspapers shall be tied in bundles with a string or placed in paper bags, not to exceed 50 pounds in any one bundle or bag. Recyclable materials shall be placed in the recyclable container, not to exceed 50 pounds, and set out next to the regular trash containers.
- 2.1 The Contractor will be responsible for providing an appropriate and durable collection container, clearly marked or distinguishable as a trash receptacle. The provided container should be 64-110 gallons in size, have a tight fitting lid, and have wheels for easy maneuverability. In the event of damage to a container, it is the Contractors responsibility to provide a new receptacle at no cost to the homeowner.
3. Recyclable Materials - The recyclable materials to be collected regularly shall consist of the following: newspapers, office papers, junk mail, cardboard, bi-metal, aluminum, clear and colored glass bottles, and plastic. The hauler is required to provide single stream recycling to all households. In addition, Bidders shall familiarize themselves with the "RecycleBank" program, any and all necessary "RecycleBank" containers for residential units and hauler collection equipment for participation in the Contract. The Township may award participation in the "RecycleBank" program to the successful Bidder as an alternative award. The "RecycleBank" program will be an optional service to each bid. Bidders are encouraged to provide a Bid amount for the "RecycleBank" program; however, Bidders will not be excluded from consideration if no Bid is provided for the optional "RecycleBank" service. Bidders may obtain information at RecycleBank.com or by calling 215-564-2224.

Additional types of recyclable materials shall be determined by joint agreement between the Township and the Contractor, and said additions shall become effective in January of each contract year. The Contractor shall be responsible for notifying the householders of the specific day of the week the recyclable materials will be collected, and of any change in the recyclable materials to be collected once the recycling program is underway.

- 3.1 Collection Schedule of Recyclable Materials - The recyclable materials shall be collected once per week on one of the days of a regular trash collection.

- 3.2 Source Separation of Recyclable Materials – The hauler is required to pick up recyclable materials on the designated day, as specified in the Collection Routes section of the Bid documents, for the contract period from every household participating in the contract. Households will be responsible for placing the provided recycling container alongside the regular household trash containers. The hauler must offer single stream recycling to all households in order to allow all recyclable materials to be co-mingled in the provided recycling container. It will be the responsibility of the hauler, and not the household, to separate the recyclable materials for sale or recycling.
- 3.3 The Contractor will be responsible for providing an appropriate and durable recycling collection container, clearly marked or distinguishable as a recycling receptacle. The provided container should be 64-110 gallons in size, have a tight fitting lid, and have wheels for easy maneuverability. In the event of damage to a container, it is the Contractor's responsibility to provide a new receptacle at no cost to the homeowner.
4. Leaf Collection - The contractor shall provide collection at curbside, and composting of compostable bagged leaves or any other compostable materials for each residence, once per week on Wednesday. There will be no limit to the number of bags per household.
- The Contractor shall provide vacuum leaf service at the request of the householder, on a peruse price, at the cost of the householder.
5. Collection of Bulky Waste - Bulky waste, such as worn-out furniture, old appliances ("white goods"), tires, materials or items from residential property, etc. which can be handled by two people shall be collected once per week on the recycling day with a limit of one such item per household. If any freon or other liquid is present in the bulky item the Contractor is responsible to evacuate that freon or other coolant from units in accordance to DEP requirements.
- 6.1 The collection of bulky waste is not to be part of, or included, in the per-bag bid price.
- 6.2 Old tires shall be collected at any time when tires are placed at the collection location along with the recyclable materials.
6. Per Bag Collection - Contractor shall provide a refuse bag method for those households electing to dispose of household solid waste on a fee per bag basis in addition to the required base services listed below:
- Recyclables one (1) time per week on Wednesdays; compostable yard waste one (1) time per week on Wednesday; leaf collection at curbside in compostable bags on Wednesdays.
7. Households served by other trash collectors as of February 23, 1990 - Township householders who submitted an application to remain with their existing licensed hauler no later than February 23, 1990, were permitted to do so provided their residence was listed on a licensed Township hauler's certified list (Grandfathered Customers, see pages 40 through 44). In the event that the grandfathered customers no longer reside at the grandfathered address or the household is no longer served by that particular hauler, the Township Contractor upon notice

by the Township shall provide service to that household under the terms and conditions of the Township contract.

PROPOSAL BID FORM

The undersigned, having carefully inspected Lower Providence Township, either personally or through duly authorized representatives, and also having carefully read and examined the Specifications for residential solid waste collection, recycling, and disposal in Lower Providence Township with accompanying Instructions to Bidders and Affidavits, either personally or through duly authorized representatives, which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposes to comply with said requirements and to furnish all labor, equipment, services, and facilities in accordance with said Specifications and Affidavits.

Contractor will be responsible to directly bill and collect from each residential unit for total price due in accordance with the bid prices and directly pay disposal costs to designated disposable facility.

Each Bid will be considered independently, and the Township will select the Bid or Bids that is in the best interest of the Township and its residents.

All Bids (excluding per-bag service) should include the following Base Services:

1. Collection of residential solid waste
2. Collection of recyclables, once weekly
3. Collection of yard waste, once weekly
4. Collection of bulky waste items, once weekly

Annual prices should be calculated based on providing service to an estimated 7,000 households.

BID 1 – Three year contract with once per week solid waste pick-up

Single household Cost		Total Annual Cost	
2010	\$ _____/yr	2010	\$ _____/yr
2011	\$ _____/yr	2011	\$ _____/yr
2012	\$ _____/yr	2012	\$ _____/yr

“RecycleBank” Participation – Bid amount for three-year contract with once per week solid waste pick-up, including Base Services.

Single household Cost		Total Annual Cost	
2010	\$ _____/yr	2010	\$ _____/yr
2011	\$ _____/yr	2011	\$ _____/yr
2012	\$ _____/yr	2012	\$ _____/yr

Per-bag Collection Cost – At option of resident in lieu of once per week service
 Note: All bidders must supply pricing for this item.

This item also includes the following base services to those households who wish to choose the per bag option:

1. Recyclables once per week
2. Compostable yard waste once per week
3. Curbside per bag leaf collection once per week

Cost of per-bag collection		Cost of base services per household	
2010	\$ _____/bag	2010	\$ _____/yr
2011	\$ _____/bag	2011	\$ _____/yr
2012	\$ _____/bag	2012	\$ _____/yr

Describe how the household will pay for the per-bag collection, how they obtain the required bags, and what type of bags they must use.

BID 2 – Three year contract with twice per week solid waste pick-up

Single household Cost		Total Annual Cost	
2010	\$ _____/yr	2010	\$ _____/yr
2011	\$ _____/yr	2011	\$ _____/yr
2012	\$ _____/yr	2012	\$ _____/yr

“RecycleBank” Participation – Bid amount for three-year contract with twice per week solid waste pick-up, including Base Services.

Single household Cost		Total Annual Cost	
2010	\$ _____/yr	2010	\$ _____/yr
2011	\$ _____/yr	2011	\$ _____/yr
2012	\$ _____/yr	2012	\$ _____/yr

Per-bag Collection Cost – At option of resident in lieu of twice per week service
 Note: All bidders must supply pricing for this item.

This item also includes the following base services to those households who wish to choose the per bag option:

1. Recyclables once per week
2. Compostable yard waste once per week
3. Curbside per bag leaf collection once per week

Cost of per-bag collection		Cost of base services per household	
2010	\$ _____/bag	2010	\$ _____/yr
2011	\$ _____/bag	2011	\$ _____/yr
2012	\$ _____/bag	2012	\$ _____/yr

Describe how the household will pay for the per-bag collection, how they obtain the required bags, and what type of bags they must use.

BID 3 – Five year contract with once per week solid waste pick-up

Single household Cost		Total Annual Cost	
2010	\$ _____/yr	2010	\$ _____/yr
2011	\$ _____/yr	2011	\$ _____/yr
2012	\$ _____/yr	2012	\$ _____/yr
2013	\$ _____/yr	2013	\$ _____/yr
2014	\$ _____/yr	2014	\$ _____/yr

“RecycleBank” Participation – Bid amount for five-year contract with once per week solid waste pick-up, including Base Services.

Single household Cost		Total Annual Cost	
2010	\$ _____/yr	2010	\$ _____/yr
2011	\$ _____/yr	2011	\$ _____/yr
2012	\$ _____/yr	2012	\$ _____/yr
2013	\$ _____/yr	2013	\$ _____/yr
2014	\$ _____/yr	2014	\$ _____/yr

Per-bag Collection Cost – At option of resident in lieu of once per week service
 Note: All bidders must supply pricing for this item.

This item also includes the following base services to those households who wish to choose the per bag option:

1. Recyclables once per week
2. Compostable yard waste once per week
3. Curbside per bag leaf collection once per week

Cost of per-bag collection		Cost of base services per household	
2010	\$ _____/bag	2010	\$ _____/yr
2011	\$ _____/bag	2011	\$ _____/yr
2012	\$ _____/bag	2012	\$ _____/yr
2013	\$ _____/bag	2013	\$ _____/yr

2014 \$ _____/bag

2014 \$ _____/yr

Describe how the household will pay for the per-bag collection, how they obtain the required bags, and what type of bags they must use.

BID 4 – Five year contract with twice per week solid waste pick-up

Single household Cost

Total Annual Cost

2010 \$ _____/yr

2010 \$ _____/yr

2011 \$ _____/yr

2011 \$ _____/yr

2012 \$ _____/yr

2012 \$ _____/yr

2013 \$ _____/yr

2013 \$ _____/yr

2014 \$ _____/yr

2014 \$ _____/yr

“RecycleBank” Participation – Bid amount for five-year contract with once per week solid waste pick-up, including Base Services.

Single household Cost

Total Annual Cost

2010 \$ _____/yr

2010 \$ _____/yr

2011 \$ _____/yr

2011 \$ _____/yr

2012 \$ _____/yr

2012 \$ _____/yr

2013 \$ _____/yr

2013 \$ _____/yr

2014 \$ _____/yr

2014 \$ _____/yr

Per-bag Collection Cost – At option of resident in lieu of twice per week service

Note: All bidders must supply pricing for this item.

This item also includes the following base services to those households who wish to choose the per bag option:

1. Recyclables once per week
2. Compostable yard waste once per week
3. Curbside per bag leaf collection once per week

Cost of per-bag collection

Cost of base services per household

2010 \$ _____/bag

2010 \$ _____/yr

2011 \$ _____/bag

2011 \$ _____/yr

2012 \$ _____/bag

2012 \$ _____/yr

2013 \$ _____/bag

2013 \$ _____/yr

2014 \$ _____/bag

2014 \$ _____/yr

Describe how the household will pay for the per-bag collection, how they obtain the required bags, and what type of bags they must use.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

ADDENDUM NUMBER

DATE OF ADDENDUM

BIDDER'S AFFIDAVIT

I, _____ being duly sworn, depose that he resides at

And that he is the _____ of _____
(Title) (Name of Bidder)

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

(Affiant)

Subscribed and sworn before me

This _____ day of _____
20__.

(Notary Public)

My commission expires _____.
(SEAL)

BID BOND

There is enclosed herewith a bid bond or certified check, drawn to the order of the Township of Lower Providence, in the amount of five percent (5%) of the total base bid price for year one (1) as indicated above; and duly executed consent of surety from an approved surety company licensed to conduct business in the Commonwealth of Pennsylvania agreeing to furnish the Township of Lower Providence the required performance and completion bond upon award of the contract.

It is understood that the bid bond and/or certified check is submitted and shall be subject to the terms and conditions stipulated herein.

The undersigned bidder, submitting this proposal, certifies that this bid is genuine; that it is in no respect collusive; that it is not a sham, directly or indirectly, with any person or bidder, to submit a sham bid, or that such other person shall refrain from bidding; and has not in any manner, either directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that or any other bidder; or to secure any advantage over the Township of Lower Providence or any person interested in the proposed contract; and further, that such bid, or the contents herein; or divulged information, or data relative thereto to any association or to any member agent thereof; and that no Township official or employee of said Township is interested, either directly or indirectly, in the bid or any portion of the bid, nor in the contract or any part of the contract which may be awarded to the undersigned on the basis of such bid.

Dated: _____ BIDDER: _____

BY: _____

TITLE: _____

(SEAL)* ADDRESS: _____

NOTE: If the bidder is a corporation, a corporate seal must be affixed and attached hereto; and there shall be a certified copy of a resolution of the Corporate Board of Directors indicating that the officer signing the above proposal and bid has the authority to make said proposal and bid and submit it for the Corporation.

BIDDER QUALIFICATION QUESTIONNAIRE

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

All qualification questions must be answered. The failure to complete any portion of this Qualification Questionnaire shall render a bid non-responsive. Any omissions or misrepresentations will also render a bid non-responsive. The Township shall reject all bids that are non-responsive.

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

- 1. Please list the names of any parent corporation, subsidiary corporation, sister corporation, affiliated corporation, proprietorship, partnership, or other entity related to, or associated or affiliated with the "Bidding Entity"?

- 2. How many years of experience has the "Bidding Entity" had in the collection of residential waste under municipal contracts?

- 3. Please list names of municipalities and a contact person.

- 4. In the last ten (10) years, has the "Bidding Entity" ever failed to complete, default or interrupted service to a municipal collection contract that was awarded to it? Yes _____ No _____

If yes, please provide the following information.

- A. Municipality _____
- B. Date _____
- C. Circumstances surrounding the default, breach, or interruption of service.

D. Time of Interruption of Service _____

E. Ultimate resolution of the default, breach or interruption

F. Payment of damages, if any

G. Explanation, if any, by Bidding Entity for such default, breach, or interruption of service.

5. At anytime during any municipal collection contract between the "Bidding Entity" and any Municipality under a collection contract have any claims been made by any Municipality against the Bidding Entity's bond (completion, performance or payment bond) as a result of default or alleged default, breach or alleged breach of contract by Bidding Entity, or for any other reason whatsoever. Yes ____ No ____

If yes provide the following information

- A. Date of claims and event _____
- B. Municipality _____
- C. Circumstances surrounding the basis of any claim or claims

D. Explanations, if any, by Bidding Entity

E. Name and address of Bonding Company

F. Bond # _____

G. Final Resolution of claim or claims

H. If litigated, provide Court, Term and Docket number and in what jurisdiction, of any proceedings.

I, _____, being duly sworn according to law upon my oath depose and say:

1. I am the _____, of _____ the bidder named
(Title) (Bidder's Name)
herein, and I am duly authorized to respond to the foregoing questions on behalf of said bidder.
2. I have read the foregoing questions and the answers, which I have submitted in response thereto are true and correct in all respects to the best of my knowledge, information, and belief.

(Name and Title)

(Company)

Sworn and subscribed before me

This _____ day of _____, 20____

(Notary Public)

SEAL

AFFIRMATIVE ACTION AFFIDAVIT

I, _____, being duly sworn, depose and say
(Name of Affiant)

that I reside at _____, and that I am the

_____ of _____.
(Title) (Name of Company)

In such capacity and for and on behalf of _____ it is hereby affirmed and agreed as follows:

1. _____ will not discriminate against an employee (Name of Bidder) or applicant for employment because of age, race, creed, color, national origin, ancestry, martial status or sex.

2. _____ will take affirmative action to insure that all (Name of Bidder) applicants are recruited and employed and those employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, martial status, or sex. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. _____ will in all solicitations or advertisements for (Name of Bidder) employees placed by or on behalf of _____ state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, martial status or sex.

(Affiant)

(Name of Company)

Sworn and subscribed to me before this _____ day of _____, 20____.

(Notary Public in and for County)

My commission expires _____

NON-COLLUSION-AFFIDAVIT

STATE OF _____)
SS:

COUNTY OF _____)

I, _____
(Affiant)

being duly sworn, deposes and says that I am _____

(sole owner, a partner, president, secretary, etc.)

of _____
(Bidder's Name)

the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any person, to fix the bid price of affiant or other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the participating municipality (Lower Providence, Township) or any person interested in the proposed contract; and that all statements contained in such bid are true; and further that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association of to any member or agent thereof.

(Affiant)

Sworn and subscribed to me before this _____ day of _____,
20__.

Notary Public in and for County,

My commission expires
(SEAL)

LANDFILL, TRANSFER FACILITY DISPOSAL FACILITY – AFFIDAVIT

I, _____ being duly sworn, depose and say that I reside at

_____ and I am the _____ of
(Title)

_____, it is hereby affirmed and agreed as follows:

(Name of Company)

1. _____ is a Corporation duly organized and existing under the laws of the State of Pennsylvania, and, fully qualified to transact business in the Commonwealth of Pennsylvania.
2. _____ owns and/or operates a solid waste facility under permit number _____, which was issued by the Department of _____ of the State of _____.
3. Such fully licensed and permitted disposal facility is located in _____, and meets the approval of the Department of _____ of the State of _____ and is duly licensed by _____ for disposal of solid wastes.
4. In connection with the Bid for Solid Waste Collection and Disposal – Lower Providence Township, which bid I have read and am familiar with, has agreed to permit _____ to utilize this facility for the disposition of waste collected from the participating municipality for the period of _____ through _____.

_____,
(Affidiant)

(Name of Company)

Sworn and subscribed to before me
this ____ day of _____, 20__

My commission expires

(Notary Public in and for County)

SEAL

COMPOSTING – AFFIDAVIT

I, _____ being duly sworn, depose and say that I reside at

_____ and I am the _____ of

(Title)

_____, it is hereby affirmed and agreed as follows:

(Name of Company)

1. _____ is a Corporation duly organized and existing under the laws of the State of Pennsylvania, and, fully qualified to transact business in the Commonwealth of Pennsylvania.
2. _____ owns and/or operates a composting facility under permit number _____, which was issued by the Department of _____ of the State of _____.
3. Such fully licensed and permitted disposal facility is located in _____, and meets the approval of the Department of _____ of the State of _____ and is duly licensed by _____ for disposal of compostable materials.
4. In connection with this Bid for Collection of Compostable Materials and their disposal – Lower Providence Township, which bid I have read and am familiar with, has agreed to permit _____ to utilize this facility for the disposition of compostable materials from the participating municipality for the period of _____ through _____.

_____,
(Affidiant)

(Name of Company)

Sworn and subscribed to before me
this ____ day of _____, 20__.

My commission expires

(Notary Public in and for County)

SEAL

COMPOSTING MATERIALS WILL BE TAKEN TO:

Yard Waste, Leaves, etc. _____

Christmas Trees _____

Bidder: _____

By: _____
Its Authorized Representative

Title: _____

Address: _____

Phone #: _____

Date: _____

Corporate Seal

LOWER PROVIDENCE TOWNSHIP
Grandfathered Customers

Alden Road
3125

Amy Drive
2643

Appledale Road
142

Arcola Road
3340
3350
3356
3362
3401

Audubon Road
2756

Belmont Avenue
128
131
2761

Borton Road
31

Brimfield Road
20

Cardinal Road
1013

Church Road
12
19
109
114
426

Circle Drive
28
42

Clearfield Avenue

25

229

233

Coppermine Road

2816

2832

Culp Road

17

Eagleville Road

4004

Egypt Road

2621

2770

2772

2782

2789

2815

2852

Evans Road

28

Farview Avenue

116

First Street

2922

Glenwood Avenue

21

25

100

108

117

Harry Avenue

115

Highgate Road

540

544

Highley Road

3091

Hollywood Avenue
111

Knottywood Knoll
7

Lark Lane
22

Leon Avenue
2826
2828

Level Road
182

Midland Avenue – South
16

Mount Kirk Avenue – West
33
54
55
3104
3217
3231
3244

Oakdale Avenue
15
120

Oaklyn Avenue
53
59
88
109
117

Orchard Lane
6
8
9
24
28

Park Avenue – South
20
433
901
1006

Pawlings Road
1153
1232

Pinetown Road
11

Pheasant Road
10

Rogers Road
321

Sanderling Circle
1017

Second Street
2952

Skyline Drive
15
75

Summit Avenue
26
43
112
117
153

Sunnyside Avenue
501
784

Sunset Avenue
3221
3239

Theresa Street
3408

Thrush Lane
1011
1012
1027
1028
1031
1043

Tomstock Road
233

Trooper Road – South
405

Walker Lane
3220

Woodland Avenue
2734
2774
2777
2781

Woodlyn Avenue
109

Wren Road
6

COLLECTION ROUTES

The following section indicates the Haulers schedule of collections for both trash and recycling. The Contractor who is awarded the contract would follow the same initial schedule.

If any roads new or old are missing it is the haulers responsibility to add them and pick up any and all items as addressed by contract for all households within the Township, except for those that have been grandfathered with using their old hauler. Failure of the Township to have a complete list of roads or households does not excuse the Contractor who would be awarded bid from supplying services to them as described in bid specifications.

As new households are added to the Township, services would also be supplied to them as described in bid specifications.

LOWER PROVIDENCE STREET LIST

FOR HOUSEHOLD TRASH

MONDAY AND THURSDAY

Alexandria Drive	Amy Drive	Appledale Road
Apple Valley Lane	Archer Court	Ashley Circle
Ashwood Lane	Audubon Road	Belmont Avenue
Blue Teel Road	Borton Road	Brant Road
Breckenridge Blvd	Brenda Lane	Brimfield Road
Broadwing Court	Browning Court	Buckwalter Road
Bunting Circle	Camiel Lane	Casselberry Drive
Cardinal Road	Catherine Street	Catfish Lane
Chapel View Lane	Chaucer Court	Clark Hill Road
Clearfield Avenue	Copper Mine Road	Crawford Road
Culp Road	Deerfield Drive	Delta Lane
Driftwood Drive	Eagleville Road	Egypt Road
Evans Road	Fairview Avenue	Falcon Road
Featherbed Lane	Fifth Street	First Avenue
Foster Avenue	Gertrude Avenue	Glenwood Avenue
Grandview Road	Heatherwood Hill	Henry Road
Highgate Road	Hollywood Avenue	Jennifer Lane
Jode Road	Killington Court	Knottywood Knoll
Lantern Lane	Lark Lane	Lauman Avenue
Lawrence Road	Lee Road	Leon Avenue
Lexington Lane	Lincoln Street	Link Road
Linnet Road	Long Meadow Road	Longspur Road
Mallard Circle	Mann Road	Maplewood Mews
Martha Lane	Mary Bell Road	Matlack Drive
Meadow Lark Road	Miami Avenue	Mockingbird Lane
Mourning Dove Road	North Barry Avenue	North Midland Avenue
Oakdale Avenue	Oak Ridge Circle	Orchard Lane
Owl Road	Park Avenue	Pawlings Circle
Pawlings Road	Penn View Lane	Pheasant Road
Regency Drive	Ridge Pike	Ringneck Road
Rittenhouse Road (west side)	Robin Road	Rogers Road

LOWER PROVIDENCE STREET LIST

FOR HOUSEHOLD TRASH

MONDAY AND THURSDAY

Sanderline Circle

Second Avenue

Shearwater Drive

South Midland Avenue

Teakwood Terrace

Thornhill Terrace

Tomstock Circle

Trooper Road

Village Green Lane

Washington Blvd.

Wetherill Road

Willow Avenue

Wren Road

Sandown Road

Second Street

Soni Drive

Sparrow Road

Tennyson Court

Thrush Lane

Tomstock Road

Valentine Lane

Vine Street

Wayne Avenue

Whipporwill Road

Woodland Avenue

Sandpiper Drive

Shar-Ra Lane

South Barry Avenue

Surrey Lane

Third Avenue

Timothy's Trail

Trolley Lane

Vaux Lane

Walnut Hill Circle

Wedgewood Way

Windswept Lane

Woodlyn Avenue

LOWER PROVIDENCE STREET LIST

FOR HOUSEHOLD TRASH

TUESDAY AND FRIDAY

Alden Road	Allison Circle	Amelia Street
Appledale Road	Arcola Road	Arcola Glen Drive
Arrowhead Drive	Ashton Road	Autumn Court
Baker Street	Baptist Road	Bald Eagle Circle
Barrington Road	Bayberry Lane	Beth Drive
Bettie Lane	Beverly Drive	Bittersweet Circle
Blackbird Circle	Blackhawk Circle	Bluebird Drive
Brandywine Drive	Brassington Drive	Brightley Circle
Caswell Avenue	Cedar Lane	Cherry Tree Blvd
Chieftan Drive	Church Road	Circle Drive
Clovermill Circle	Cold Spring Drive	Collegeville Road
Concord Circle	Condor Circle	Condor Drive
Condor Ridge Court	Cooper Circle	Coulter Court
Country View Road	Creek View Way	Cross Keys Road
Croydon Circle	Denise Court	Dobbs Court
Dorchester Road	Eaglestream Drive	Eagleville Road
E. Mt. Kirk Avenue	Eddishaw Road	Edward Lane
Elizabeth Lane	Elm Avenue	Evansburg Road
Fairhill Drive	Farmhouse Drive	Featherbed Lane
Fern Avenue	Fenwick Circle	Fifth Street
First Street	Forest Lane	Fourth Street
Fox Road	Grandview Avenue	Germantown Pike (Parts Only)
Goldfinch Circle	Goshawk Circle	Grange Avenue
Gratz Road	Greenbriar Court	Harrier Drive
Harry Road	Henry Avenue	Hi Vue Road
Highland Avenue	Highley Road	Hillside Avenue
Hilltop Road	Hodes Road	Honeylocust Circle
Hoy Circle	Indian Head Road	Indian Woods Lane
Jamestown Circle	Janet Drive	Kenny Lane
Kestral Circle	Kim Road	Kingston Circle
Landis Mill Road	Lenape Drive	Level Road
Lewis Road	Lillian Lane	Linda Lane

LOWER PROVIDENCE STREET LIST

FOR HOUSEHOLD TRASH

TUESDAY AND FRIDAY

Longacre Road	Marilyn Avenue	Meadow Road
Meadow View Circle	Meadow View Lane	Medway Circle
Merlin Circle	Middle School Drive	Monitor Drive
Moyer Road	Nancy Lane	Night Hawk Circle
Oaklyn Avenue	Old Baptist Road	Oriole Court
Osprey Court	Osprey Drive	Overbrook Drive
Parklane Drive	Peacock Drive	Pechins Mill Road
Peregrine Circle	Pheasant Run	Phifer Lane
Pinetown Road (Both Sides)	Pinetree Drive	Pintail Drive
Pleasant View Circle	Pondview Drive	Prescott Circle
Providence Road	Raptor Drive	Raynham Road
Rebecca Drive	Redtail Court	Redtail Road
Redwing Lane	Ridge Pike	Reserve Drive
River Road	Rivers Edge Road	Roanoke Circle
Robin Lane	Runnymead Drive	Saffron Way
Sarah Avenue	Seventh Street	Shady Wood Circle
Sharon Lane	Shawnee Circle	Sixth Street
Skippack Creek Road	Sky Drive	Skyline Drive
Smith Road	Steinbright Drive	Still Meadow Drive
Stoneham Road	Stoughton Road	Summit Avenue
Sumter Drive	Sunderland Drive	Sunnyside Avenue
Sunny View Circle	Sunset Avenue	Swan Circle
Sweetgum Lane	Theresa Street	Third Street
Tomahawk Drive	Township Line Road	Tyson Mill Road
Vincent Drive	Visitation Road	Walker Lane
Washington Street	Waterfall Circle	W. Mt. Kirk Avenue
Wilson Blvd.	Wilson Road	Windsor Drive
Winthrop Road	Woodstock Drive	Wooded Place
Woodgate Circle	Woodgate Lane	Woodsedge Road
Worthington Circle	Worthington Road	Yerkes Road

LOWER PROVIDENCE TOWNSHIP

RECYCLING ROUTE

MONDAY or THURSDAY

Alexandria Drive	Amy Drive	Appledale Road
Apple Valley Lane	Archer Court	Ashley Circle
Ashwood Lane	Audubon Road	Belmont Avenue
Blue Teel Road	Borton Road	Brant Road
Breckenridge Blvd	Brenda Lane	Brimfield Road
Broadwing Court	Browning Court	Buckwalter Road
Bunting Circle	Camiel Lane	Casselberry Drive
Cardinal Road	Catherine Street	Catfish Lane
Chapel View Lane	Chaucer Court	Clark Hill Road
Clearfield Avenue	Copper Mine Road	Crawford Road
Culp Road	Deerfield Drive	Delta Lane
Driftwood Drive	Eagleville Road	Egypt Road
Evans Road	Fairview Avenue	Falcon Road
Featherbed Lane	Fifth Street	First Avenue
Foster Avenue	Gertrude Avenue	Glenwood Avenue
Grandview Road	Heatherwood Hill	Henry Road
Highgate Road	Hollywood Avenue	Jennifer Lane
Jode Road	Killington Court	Knottywood Knoll
Lantern Lane	Lark Lane	Lauman Avenue
Lawrence Road	Lee Road	Leon Avenue
Lexington Lane	Lincoln Street	Link Road
Linnet Road	Long Meadow Road	Longspur Road
Mallard Circle	Mann Road	Maplewood Mews
Martha Lane	Mary Bell Road	Matlack Drive
Meadow Lark Road	Miami Avenue	Mockingbird Lane
Mourning Dove Road	North Barry Avenue	North Midland Avenue
Oakdale Avenue	Oak Ridge Circle	Orchard Lane
Owl Road	Park Avenue	Pawlings Circle
Pawlings Road	Penn View Lane	Pheasant Road
Regency Drive	Ridge Pike	Ringneck Road
Rittenhouse Road (west side)	Robin Road	Rogers Road

LOWER PROVIDENCE TOWNSHIP

RECYCLING ROUTE

MONDAY or THURSDAY

Sanderline Circle

Sandown Road

Sandpiper Drive

Second Avenue

Second Street

Shar-Ra Lane

Shearwater Drive

Soni Drive

South Barry Avenue

South Midland Avenue

Sparrow Road

Surrey Lane

Teakwood Terrace

Tennyson Court

Third Avenue

Thornhill Terrace

Thrush Lane

Timothy's Trail

Tomstock Circle

Tomstock Road

Trolley Lane

Trooper Road

Valentine Lane

Vaux Lane

Village Green Lane

Vine Street

Walnut Hill Circle

Washington Blvd.

Wayne Avenue

Wedgewood Way

Wetherill Road

Whipporwill Road

Windswept Lane

Willow Avenue

Woodland Avenue

Woodlyn Avenue

Wren Road

LOWER PROVIDENCE TOWNSHIP

RECYCLING ROUTE

TUESDAY or FRIDAY

Alden Road	Allison Circle	Amelia Street
Appledale Road	Arcola Road	Arcola Glen Drive
Arrowhead Drive	Ashton Road	Autumn Court
Baker Street	Baptist Road	Bald Eagle Circle
Barrington Road	Bayberry Lane	Beth Drive
Bettie Lane	Beverly Drive	Bittersweet Circle
Blackbird Circle	Blackhawk Circle	Bluebird Drive
Brandywine Drive	Brassington Drive	Brightley Circle
Caswell Avenue	Cedar Lane	Cherry Tree Blvd
Chieftan Drive	Church Road	Circle Drive
Clovermill Circle	Cold Spring Drive	Collegeville Road
Concord Circle	Condor Circle	Condor Drive
Condor Ridge Court	Cooper Circle	Coulter Court
Country View Road	Creek View Way	Cross Keys Road
Croydon Circle	Denise Court	Dobbs Court
Dorchester Road	Eaglestream Drive	Eagleville Road
E. Mt. Kirk Avenue	Eddishaw Road	Edward Lane
Elizabeth Lane	Elm Avenue	Evansburg Road
Fairhill Drive	Farmhouse Drive	Featherbed Lane
Fern Avenue	Fenwick Circle	Fifth Street
First Street	Forest Lane	Fourth Street
Fox Road	Grandview Avenue	Germantown Pike (Parts Only)
Goldfinch Circle	Goshawk Circle	Grange Avenue
Gratz Road	Greenbriar Court	Harrier Drive
Harry Road	Henry Avenue	Hi Vue Road
Highland Avenue	Highley Road	Hillside Avenue
Hilltop Road	Hodes Road	Honeylocust Circle
Hoy Circle	Indian Head Road	Indian Woods Lane
Jamestown Circle	Janet Drive	Kenny Lane
Kestral Circle	Kim Road	Kingston Circle
Landis Mill Road	Lenape Drive	Level Road
Lewis Road	Lillian Lane	Linda Lane

LOWER PROVIDENCE TOWNSHIP

RECYCLING ROUTE

TUESDAY or FRIDAY

Longacre Road	Marilyn Avenue	Meadow Road
Meadow View Circle	Meadow View Lane	Medway Circle
Merlin Circle	Middle School Drive	Monitor Drive
Moyer Road	Nancy Lane	Night Hawk Circle
Oaklyn Avenue	Old Baptist Road	Oriole Court
Osprey Court	Osprey Drive	Overbrook Drive
Parklane Drive	Peacock Drive	Pechins Mill Road
Peregrine Circle	Pheasant Run	Phifer Lane
Pinetown Road (Both Sides)	Pinetree Drive	Pintail Drive
Pleasant View Circle	Pondview Drive	Prescott Circle
Providence Road	Raptor Drive	Raynham Road
Rebecca Drive	Redtail Court	Redtail Road
Redwing Lane	Ridge Pike	Reserve Drive
River Road	Rivers Edge Road	Roanoke Circle
Robin Lane	Runnymede Drive	Saffron Way
Sarah Avenue	Seventh Street	Shady Wood Circle
Sharon Lane	Shawnee Circle	Sixth Street
Skippack Creek Road	Sky Drive	Skyline Drive
Smith Road	Steinbright Drive	Still Meadow Drive
Stoneham Road	Stoughton Road	Summit Avenue
Sumter Drive	Sunderland Drive	Sunnyside Avenue
Sunny View Circle	Sunset Avenue	Swan Circle
Sweetgum Lane	Theresa Street	Third Street
Tomahawk Drive	Township Line Road	Tyson Mill Road
Vincent Drive	Visitation Road	Walker Lane
Washington Street	Waterfall Circle	W. Mt. Kirk Avenue
Wilson Blvd.	Wilson Road	Windsor Drive
Winthrop Road	Woodstock Drive	Wooded Place
Woodgate Circle	Woodgate Lane	Woodsedge Road
Worthington Circle	Worthington Road	Yerkes Road

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That (hereinafter "Principal") and , a surety company legally authorized to do business in the Commonwealth of Pennsylvania (hereinafter "Surety") are held and firmly bound unto the Township of Lower Providence (hereinafter ("Beneficiary")) in the full and just sum of Dollars (\$) , lawful money of the United States, to be paid to the Beneficiary, or its representatives, successors or assigns, for which payment well and truly to be made we, the Principal and the Surety, by these presents do bind ourselves, jointly and severally, and our successors and assigns.

WHEREAS, the Principal has entered into a Contract with the Beneficiary dated the day of , 20 which Contract is by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall well and faithfully do and perform the things agreed to be done and performed according to all of the manner therein provided, and such alterations as may be made in the said Contract by agreement of the Beneficiary, and satisfy all claims and demands incurred in or for the same or growing out of the same, or for injury or damage to persons or property in the performance thereof, and shall fully indemnify and save harmless the said Beneficiary from any and all costs, damages, and expenses which the said Beneficiary may suffer by reason of failure to do so, and shall fully reimburse and repay the said Beneficiary any and all costs, damages and expenses which it may incur by reason of any such default and shall pay all persons who have contracts directly with the Principal for labor and materials, performed or furnished therein, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Principal and Surety agree that (a) alterations or additions may be made in the terms of the Contract or in the work to be done or materials to be furnished or labor to be supplied or performed thereunder (upon demand or agreement of the Beneficiary) and (b) the Beneficiary may grant

extensions of time for the performance of the Contract, or may forbear in enforcing the Contract; and Principal and Surety further agree that such alterations or additions or extensions or forbearance shall not in any way release the Principal or the Surety, or either of them, or their successors or assigns, from liability hereunder, notice to the Surety of any such additions, alterations, extensions or forbearance being hereby waived.

This Bond shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The Principal and the Surety agree that exclusive jurisdiction and venue for any litigation concerning this Bond and the transactions contemplated shall exist in the Montgomery County Court of Common Pleas. The Principal and the Surety consent to such jurisdiction and venue and agree that all service of process, including any instrument to institute suit, shall be effective if served in accordance with Pennsylvania law.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals this day of A.D. 20 , the name and corporate seal of the said Surety being affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

Attest:
Corporate Seal

By:
Signature

Name/Title

Surety

Attest:
Secretary
Corporate Seal

By:
Signature

Attorney-in-Fact

(Attach General Power of Attorney)