

**WEST HEMPFIELD TOWNSHIP
3476 MARIETTA AVENUE
LANCASTER, PA 17601**

**SOLICITATION FOR BIDS FOR CONTRACT WASTE
AND RECYCLABLE MATERIALS COLLECTION**

September 1, 2021

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WEST HEMPFIELD TOWNSHIP REFUSE COLLECTION: INVITATION TO BID

Sealed Bids are invited and will be received by West Hempfield Township (“Municipality”) for the collection of Contract Waste and Recyclable Materials. Bid Forms and Documents will be available beginning September 1, 2021 at the West Hempfield Township Municipal Office, 3476 Marietta Avenue, Lancaster, Pennsylvania 17601. A mandatory pre-bid meeting will be conducted on September 16, 2021 starting at 11:00 A.M., at the West Hempfield Township Municipal Office.

Bids must be received by the Municipality on or before September 30, 2021, 11:00 A.M. The envelope containing the Bid must be sealed and plainly marked “Bid for Contract Waste and Recyclable Materials Collection”. Bids must be submitted on the Bid Form which is included in the Contract Documents. Bids will be publicly opened at the West Hempfield Township Office on September 30, 2021 at 11:15 A.M.

Bid Security in the form of a Bid Bond or a certified or cashiers check must accompany the Bid in accordance with the Instructions to Bidder. Each Bid shall contain the Bid Form, the Bid Security, the Qualification Questionnaire and the Non-Collusion Affidavit in accordance with the Pennsylvania Anti-Bid Rigging Act. All Forms shall be properly completed. The Municipality will award a Contract or reject Bids within 60 days from the date the Bids are opened. All Bids and Bid Securities submitted shall remain valid for a period of 60 days from the time for Bids to be opened.

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

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

If the Municipality awards the Contract, the Contract Documents shall consist of the Invitation to Bid, Instructions to Bidders, Bid Form, Certificate of Insurance, Bid Security, Non-Collusion Affidavit, Performance Bond or Letter of Credit (as applicable and calculated as set forth in the Contract Documents), Contract, and all amendments and addenda to any of the foregoing documents. By submitting a Bid, a Bidder agrees to be legally bound to all of the terms and conditions of the Contract Documents.

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

INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK

The Work to be performed shall consist of the collection, removal and disposal of Contract Waste and Recyclable Materials generated within the Municipality, as described in the Contract. The schedule for collection is specified in the Contract. Disposal costs for Contract Waste are to be paid by the Municipality and shall not be a cost factor in the prices which are bid.

2. SITE INSPECTION

Bidders shall inspect the Municipality to determine the number of pickups and all other circumstances affecting the cost and the nature of the Work to be performed. It is estimated that the number of Collection Sites is approximately 4,500. Bidders shall not rely upon this estimate and by the submission of a Bid, a Bidder warrants and agrees that in formulating and submitting a Bid, the Bidder has relied solely upon the Bidder's inspection of the sites at which the Work will be performed and upon the Bidder's own judgment as to the amount and nature of the Work to be performed. The Municipality is relying upon the expertise of the Bidder to determine the nature and amount of Work to be performed in formulating the Bid price. The successful Bidder shall not be relieved of the obligation to execute the Contract or to fully perform all obligations under the Contract by reason of any error, miscalculation or omission in the inspection of the sites for Work or the computation of the cost of the Work to be performed.

3. TERM OF CONTRACT

If the Contract is awarded, the Contract shall be for a term of three (3) years beginning January 1, 2022 and ending December 31, 2024, with the option, after December 31, 2024, to renew the Contract on a yearly basis for up to two (2) one-year renewal periods.

4. LEGAL REQUIREMENTS

In performing the Contract, the successful Bidder is responsible for complying with, and shall comply with, all applicable Federal, State and Local laws, ordinances and regulations. Before submitting a Bid, each Bidder shall become familiar with Federal, State and Local laws, ordinances, rules and regulations that may in any manner affect the Bidder's ability to perform, or cost of performance of, the Contract.

5. PREPARATION OF BIDS

If the Contract is awarded, the Contract will be awarded to the Bidder who, in the sole opinion of the Municipality, submits the lowest, responsible, responsive Bid.

(a) Low Bid. The Low Bid shall be the Bid which presents the lowest total price for the performance of Year 1 of the Contract. In the event that two (2) or more Bidders submit equal Low Bid prices, the Municipality may choose one Bidder as successful on the basis of such other criteria as the Municipality deems best, including without limitation, the relative responsibility of the Bidders.

(b) Responsible Bid. The responsibility of a Bidder will be determined on the basis of the competence of the Bidder to perform the Work. The competence of a Bidder is based on those factors deemed relevant by the Municipality, including without limitation, financial resources, financial history, experience with similar contracts and any other matters which the Municipality reasonably determines to have a bearing on the ability of the Bidder to properly perform the Contract. Responsibility will be determined initially by the information submitted with the Bid with further inquiries conducted as deemed by the Municipality to be necessary.

(c) Responsive Bid. The responsiveness of a Bid is determined by compliance of the Bid with all of the requirements of this Solicitation. The Municipality may, in its sole discretion, reject a Bid as non-responsive if it fails in any respect, however minor, to conform to the terms of this Solicitation. The Municipality may, in its sole discretion, waive any nonconformity or irregularity in any Bid.

(d) Other Matters. The Bid shall be for the entire amount of the services specified in this Solicitation. Bids shall be submitted on the Bid Form and completed in ink or be typed. The Bid price shall be stated in words and numerals. Discrepancies between words and figures shall be resolved in favor of words. Nothing contained in this Section 5(d) shall alter or impair the right of the Municipality to reject any Bids which contain such discrepancies.

(e) Manner of Bid Submission. Bids must be submitted in an opaque sealed envelope bearing the name and address of the Bidder and the identification "Bid for Contract Waste and Recyclable Materials Collection". Bids shall be complete and consist of the following documents:

Bid Form
Bid Security
Qualification Questionnaire
Non-Collusion Affidavit

Cover letter meeting the requirements of Section 6 below.

Bids shall be received on or before September 30, 2021, 11:00 A.M. at the West Hempfield Township Municipal Office, 3476 Marietta Avenue, Lancaster, PA 17601.

6. SIGNATURES

Each Bid submitted shall be accompanied by a cover letter bearing an original signature of an authorized representative of the Bidder committing the Bidder, if awarded the Contract, to enter into and to carry out the proposed Work in accordance with all the provisions of the Contract.

All Bid Forms requiring signatures must be duly signed by an authorized representative of the Bidder. When the Bidder is a partnership, the Bid shall be signed by all of the general partners and such signatures shall be witnessed. When the Bidder is a corporation, the Bid shall be signed by an authorized officer whose signature shall be attested to by a duly authorized officer and shall bear the seal of the corporation. When Bidder is a limited liability company the Bid shall be signed in the name of the limited liability company by all members or the managing member, if any, and such signatures shall be witnessed.

7. BID SECURITY

Each Bid must be accompanied by a certified check, cashiers check or Bid Bond in the amount of forty thousand dollars (\$40,000), as a guarantee on the part of the Bidder that the Bidder will, if awarded the Contract, (a) accept and enter into the Contract contemplated by this Solicitation, (b) furnish a Certificate of Insurance and (c) provide in the required form of a Performance Bond or Letter of Credit, a Performance Guarantee for the Bidder's performance of the Work. Unsuccessful Bidders shall receive their Bid Security back within thirty (30) days of the Municipality's decision of award or non-award; provided, however, that the apparent second lowest, responsive, responsible Bidder's Bid Security may be retained until forty-five (45) days after the decision of award or non-award to permit an award to such Bidder in the event that the successful Bidder fails to execute and deliver the required documents. The Bid Security submitted by each Bidder shall be valid for a period of sixty (60) days after the date set for Bid opening.

A Bid Bond shall be in the form contained in this Solicitation (or a substantially similar form complying with the Pennsylvania Procurement Code) with a surety company authorized to transact business within the Commonwealth of Pennsylvania. The Bid Security of the successful Bidder shall be returned upon the execution and delivery by the successful Bidder of the Contract, the Certificate of Insurance and the required Performance Guarantee. If the successful Bidder fails to execute and deliver the Contract, the Certificate of Insurance and the Performance Guarantee within twenty (20) days of the award of the Contract, the Municipality may annul the Contract award and such Bid Security shall be retained by the Municipality as agreed upon and liquidated damages. In the event of any such decision by the Municipality to annul the award and forfeit the Bid Security of the successful Bidder, the Municipality may decide to award the Contract to the next lowest, responsive and responsible Bidder; and in the event of such an award, the above stated provisions concerning execution and delivery of the Contract, Certificate of Insurance and Performance Guarantee shall apply to such next lowest, responsive, responsible Bidder.

8. CERTIFICATE OF INSURANCE

The successful Bidder shall return with the executed Contract, and the Performance Bond or Letter of Credit, a Certificate of Insurance which (a) evidences the coverage set forth in Section 25 of the Contract and (b) provides that the Municipality shall receive at least thirty (30) days prior written notice from the insurance carrier of any changes to the insurance coverage, cancellation or non-renewal, which occur during the term of the Contract. The required insurance coverage shall be provided by a commercial insurance carrier and not by a plan of self-insurance.

9. WITHDRAWAL OF PROPOSAL

Each Bid shall remain valid, and may not be withdrawn or modified, within sixty (60) days after the time for Bids to be opened. The Municipality reserves the right to retain copies of all Bids for official record purposes or to dispose of any and all copies of Bids in whatever manner it deems appropriate. No copies of any Bid will be returned to any Bidder.

10. INTERPRETATION

It is the duty of Bidders to request clarification of any ambiguities, discrepancies or errors in this Solicitation or the Contract Documents. Requests for clarification shall be in writing and shall be delivered so that they are received by the Municipality no later than ten (10) days prior to the time for opening of Bids. All requests for clarification will be responded to in writing with a copy furnished to every Bidder that has, as a matter of record, received this Solicitation. Any supplemental instructions which are deemed necessary by the Municipality will be forwarded in written form to all Bidders who have, as a matter of record, received this Solicitation. Any and all addenda which are issued under this Solicitation shall be signed by a Bidder and returned with the Bid.

11. QUALIFICATIONS OF BIDDERS

Each Bidder must complete and sign the Qualification Questionnaire. Each Bidder is advised to provide complete information and may use supplementary pages if required to provide an accurate and comprehensive description of the Bidder's qualifications.

12. PERFORMANCE GUARANTEE

The successful Bidder shall be required to furnish a Performance Guarantee for the faithful performance of the Contract in the amount determined by multiplying the first year Base Figure times the Unit Fee (BF X UF).

Performance Guarantees shall be either (a) a Performance Bond in the form contained in this Solicitation at Page PB-1, with surety from a surety company authorized to transact business within the Commonwealth of Pennsylvania and currently listed in the United States Department of the Treasury Circular 570, or (b) an irrevocable Letter of Credit, in the form contained in this Solicitation at Page LC-1, from a financial institution which maintains a place of business in Lancaster County, Pennsylvania. If a Performance Bond by a surety company is furnished, agents of the bonding company shall furnish their power of attorney, bearing the seal of the company and evidencing such agent's authority to execute the particular type of bond to be furnished. All premiums for bonds shall be paid by the successful Bidder.

The Performance Guarantee shall be received by the Municipality within twenty (20) days of notice of intent to award the Contract.

13. PRICE

The Unit Fee shall include all of the costs arising out of or related to the performance of the Contract and no additional compensation shall be expected by or paid to the successful Bidder. The Unit Fee shall be a factor in the formula for monthly payments to the Contractor as described in Section 14 of the Contract.

14. PRE-BID MEETING

A mandatory pre-bid meeting will be conducted on September 16, 2021 starting at 11:00 A.M., at the West Hempfield Township Municipal Office.

15. AWARD OF CONTRACT

Award of the Contract, if made, will be made within sixty (60) days following the opening of Bids, to the lowest, responsive, responsible Bidder based on the determination of the Board of Supervisors to award the bid or alternate bid. Lowest responsive responsible bidder will be based on the proposed total Unit Fee for the first three years for the base or alternate selected by the Board. Years 4 and 5 will not be considered in selecting the lowest responsive, responsible Bidder, except as a tie breaker if more than one bidder proposes the same total unit fee for the first three years, in which case the total unit fee for years 4 and 5 will be used to determine lowest responsive responsible bidder.

The Municipality reserves the right to make further inquiry into the responsibility of the apparently successful Bidder after Bid opening. A Bidder warrants by the submission of a Bid that the Bidder will cooperate fully with such inquiries including, without limitation: (a) submitting additional documents or other evidence to support (i) statements made on the Qualification Questionnaire, (ii) the Bidder's financial status or (iii) any other aspects of the Bid and (b) making available for inspection the Bidder's equipment and facilities.

16. RETURN OF DOCUMENTS

If a Contract is awarded, the successful Bidder shall return the executed Contract, Performance Bond or Letter of Credit, and Certificate of Insurance within twenty (20) days of such award.

BID FORM

To: West Hempfield Township
3476 Marietta Avenue
Lancaster, PA 17601

Date: _____

BID OF:

Name

Address

City, State, Zip Code

FOR: CONTRACT WASTE AND RECYCLABLE MATERIALS COLLECTION WITHIN WEST HEMPFIELD TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA.

The undersigned has examined the Invitation to Bid, Instructions to Bidders, Bid Form, Bid Bond, Non-Collusion Affidavit, Performance Bond, Letter of Credit, and Contract contained in the Solicitation of West Hempfield Township, dated September 1, 2021.

The undersigned has also inspected the Work sites and the conditions relating to the Work.

Enclosed as Bid Security is a Bid Bond or a certified or cashiers check drawn to the order of West Hempfield Township, in the amount of forty thousand dollars (\$40,000.00).

Enclosed is the completed Non-Collusion Affidavit.

If awarded the Contract, the undersigned Bidder agrees to enter into and perform the Contract and to execute and deliver the Contract Documents, including the required Certificate of Insurance, and the Performance Bond or Letter of Credit, to the Municipality in accordance with all of the terms of this Solicitation.

BASE BID #1A

Unit Fee (UF1): _____

Unit Fee (UF2): _____

Unit Fee (UF3): _____

Optional renewal years:

Unit Fee (UF4): _____

Unit Fee (UF5): _____

BASE BID #1B

Contract provides unlimited yard waste collection in any kraft bag or container (no sticker needed.)

Unit Fee (UF1): _____

Unit Fee (UF2): _____

Unit Fee (UF3): _____

Optional renewal years:

Unit Fee (UF4): _____

Unit Fee (UF5): _____

ALTERNATE BID #2A

Contractor provides 35 gallon Refuse Curbside option at a discounted rate for seniors over 65 years of age with no more than two (2) total occupants at residence.

Unit Fee (UF1): _____

Discounted Unit Fee (UF1): _____

Unit Fee (UF2): _____

Discounted Unit Fee (UF2): _____

Unit Fee (UF3): _____

Discounted Unit Fee (UF3): _____

Optional renewal years:

Unit Fee (UF4): _____

Discounted Unit Fee (UF4): _____

Unit Fee (UF5): _____

Discounted Unit Fee (UF5): _____

ALTERNATE BID #2B

Contractor provides unlimited yard waste collection in any kraft bag or container (no sticker needed.) AND Contractor provides 35 gallon Refuse Curbside option at a discounted rate for seniors over 65 years of age with no more than two (2) total occupants at residence.

Unit Fee (UF1): _____ Discounted Unit Fee (UF1): _____

Unit Fee (UF2): _____ Discounted Unit Fee (UF2): _____

Unit Fee (UF3): _____ Discounted Unit Fee (UF3): _____

Optional renewal years:

Unit Fee (UF4): _____ Discounted Unit Fee (UF4): _____

Unit Fee (UF5): _____ Discounted Unit Fee (UF5): _____

Communications concerning this Bid shall be addressed to the following:

Name

Address

Title

City, State, Zip Code

Telephone Number

Fax Number

Email Address

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

(Individual Principal)

Witness:

_____ (SEAL)
(Signature of Individual)

Trading and Doing Business As

(Partnership Principal*)

Witnesses:

(Name of Partnership)

By: _____
Partner

By: _____
Partner

By: _____
Partner

By: _____
Partner

* All general partners must sign.

.....

(Corporation Principal)

(Name of Corporation)

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President

[CORPORATE SEAL]

(or if appropriate)

(Name of Corporation)

Witness:

_____ **By: _____
(Authorized Representative)

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

(Limited Liability Company***)

(Name of Limited Liability Company)

Witnesses:

_____ By: _____
Member

_____ By: _____
Member

_____ By: _____
Member

_____ By: _____
Member

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

QUALIFICATION QUESTIONNAIRE

In Accordance with the Solicitation,
Each Bidder Shall Provide the Following
Information:

1. How many years of experience in the collection of municipal waste or recyclable materials has your organization (Bidder and/or Bidder's parent, subsidiary or affiliated corporation) had? _____.
2. List all the municipalities for which your organization has provided collection services, the number of units serviced in each municipality and the name of the municipal official in each with responsibility for your contract.

<u>Municipality</u>	<u>Number of Units Serviced</u>	<u>Responsible Official</u>

3. Indicate the local telephone number for your office which will be available during all working hours to receive calls from both the Customers and officials of the Municipality.

4. For each Vehicle that you propose to use in providing Contract Waste and Recyclable Materials collection services within the Municipality, please provide the following information:

Name of Body Manufacturer

Year Manufactured

Capacity

Whether Used for Contract Waste or Recyclable Materials

(Submit pictures of equipment to be used)

	<u>Manufacturer</u>	<u>Year</u>	<u>Capacity</u>	<u>Use</u>
1.	_____			
2.	_____			
3.	_____			
4.	_____			
5.	_____			
6.	_____			

5. Will you have to obtain additional trucks and/or employees to service your existing customers and West Hempfield Township if awarded this contract?

YES NO

If Yes:

Number of additional employees you will need to hire? _____

Number of additional trucks you will need to obtain? _____

6. If a corporation, state:

A. Date when organized _____

B. State of incorporation _____

C. Is the corporation now in good standing? _____

D. Is the corporation authorized to conduct business in Pennsylvania? _____

E. What is the corporation's tax identification number? _____

7. If a partnership, state:

A. Is the partnership a general partnership or a limited partnership? _____

B. Furnish names and addresses of all General Partners:

Name	Address
_____	_____
_____	_____
_____	_____

C. Is the partnership authorized to conduct business in Pennsylvania? _____

D. What is the partnership's tax identification number? _____

8. If a Limited Liability Company:

A. Date when organized _____

B. Furnish Names and Addresses of all Members:

Name	Address
_____	_____
_____	_____
_____	_____

C. Furnish Name and Address of Managing Member:

Name	Address
_____	_____

D. Date Certificate of Organization was filed: _____

E. State of Organization: _____

F. Is Company authorized to do business in Pennsylvania? _____

G. What is Company's Tax Identification Number? _____

9. Have you failed at any time to complete a contract? _____

If yes, identify the municipality and state the circumstances.

Signature: _____

Title: _____

Company: _____

_____, 20____

\$ 40,000.00

BID BOND

1. The undersigned _____ (“Principal”) and _____ a surety company legally authorized to do business in the Commonwealth of Pennsylvania (“Surety”), to induce West Hempfield Township (“Beneficiary”) to enter into a Contract for the collection, transportation and disposal of municipal waste and recyclable materials, pursuant to the Beneficiary's solicitation dated September 1, 2021, agree that in the event the Principal shall (a) attempt to withdraw from the bidding process or (b) fail to execute the Contract and return a Performance Guarantee and Certificate of Insurance upon award of the Contract, then the undersigned shall, upon demand of the Beneficiary, pay to the Beneficiary the sum of forty thousand dollars (\$40,000.00), which is a reasonable estimate of fair compensation for the losses and damages, both of which would be impracticable if not impossible to fix precisely, that the Beneficiary will sustain upon the occurrence of either event described in clause (a) or (b) above.

2. In the event the Beneficiary shall institute legal proceedings to collect amounts due pursuant to this Bond, then the Beneficiary shall be entitled to collect, in addition to the amount of this Bond, as part of any award or judgment, all court costs, reasonable attorney’s fees, and other expenses of collection incurred by the Beneficiary.

3. If no prior demand for payment has been made by the Beneficiary, this Bond shall terminate on November 29, 2021. If a demand for payment is made prior to such date, then this Bond shall continue in full force and effect until paid in full.

IN WITNESS WHEREOF, intending to be legally bound, the Principal and the Surety have caused this Bond to be signed, sealed and delivered this _____ day of _____, 20____.

(Individual Principal)

Witness:

_____ (SEAL)

(Signature of Individual)

Trading and Doing Business As

(Partnership Principal*)

Witnesses:

(Name of Partnership)

By: _____
Partner

By: _____
Partner

By: _____
Partner

By: _____
Partner

* All general partners must sign.

(Corporation Principal)

Attest: _____
(Assistant) Secretary

(Name of Corporation)

By: _____
(Vice) President

[CORPORATE SEAL]

(or if appropriate)

Witness:

(Title)

(Name of Corporation)

**By: _____
(Authorized Representative)

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

(Corporate Surety)

Witness or Attest:

(Title)

(Name of Corporation)

***By: _____
(Attorney-in-Fact)

[CORPORATE SEAL]

*** Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation.

(Limited Liability Company****)

(Name of Limited Liability Company)

Witness:

By: _____
Member

By: _____
Member

By: _____
Member

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

NON-COLLUSION AFFIDAVIT

I state that I am _____ of _____
(Title) (Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the prices and the amount of this Bid.

I state that:

(1) The prices and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.

(2) Neither the price nor the amount of this Bid, and neither the approximate amount of this Bid, have been disclosed to any other firm or person who is a bidder or a potential bidder, and they will not be disclosed before Bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this Bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____, its affiliates,
(Name of Firm)
subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public Contract except as follows:

I state that _____ understands
(Name of Firm)

and acknowledges the above representations are material and important and will be relied upon by West Hempfield Township in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from West Hempfield Township of the true facts relating to the submission of bids for this Contract.

Sworn and subscribed to: _____

before me this _____ day of _____, 20_____

Notary Public

My Commission Expires: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that, _____ with its principal offices and places of business at _____ hereinafter called the "Principal", and _____, a corporation organized and existing under the laws of the State of _____ and authorized to do business in the Commonwealth of Pennsylvania and currently listed in the United States Department of the Treasury Circular 570, with its principal office and place of business at _____ and whose contact person and telephone number are _____ at _____, hereinafter called the "Surety", are jointly and severally held and firmly bound to West Hempfield Township, Lancaster County, Pennsylvania, a municipal corporation organized and operating under the laws of the Commonwealth of Pennsylvania with a mailing address of 3476 Marietta Avenue, Lancaster, Pennsylvania 17601, in the full sum of _____ Dollars lawful money of the United States of America, for which payment, well and truly to be made, the Principals and the Surety, jointly and severally, bind themselves, their successors and assigns, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Obligee has heretofore awarded the Principal a contract to perform certain work for the Obligee in connection with the Collection of Regulated Municipal Waste and Designated Recyclable Materials pursuant to specifications and other related documents constituting the contract documents, which are incorporated into the contract by reference (the "Contract Documents"); and

WHEREAS, it is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be:

1. If the Principal shall fail or refuse to comply with any terms of the Contract Documents; or if the Principal shall fail or refuse to perform the Work in accordance with the Contract Documents, at the time and in the manner provided in the Contract and in the Contract Documents; or if the Principal shall fail or refuse to satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal; or if the Principal shall fail or refuse to indemnify completely and shall save harmless the Obligee and all of its officials, agents and employees from any and all costs and damages which the Obligee and all of its officials, agents and employees may sustain or suffer by reason of the failure of the Principal to do so; or if the Principal shall fail or refuse to reimburse completely and pay to the Obligee any and all costs and expenses which the Obligee and all of its officials, then the Surety shall pay to the Obligee the costs and damages, which the Obligee and all of its officials, agents and employees sustain or suffer, up to the full amount of this Bond.

2. The term of this Bond shall be for a period of one year commencing on January 1, 2022, and expiring on December 31, 2022. It is a condition of this Performance Bond that it shall be deemed automatically extended, without amendment, for one year from the first and second Expiration Date, unless the Surety elects not to renew for any additional one-year period (an "Extension Term"). As defined herein, "Expiration Date" shall mean December 31, 2022, December 31, 2023, and December 31, 2024.

3. If the Surety elects not to renew this Performance Bond for the first or second Extension Term, Surety covenants that Surety will provide Obligee with notice of non-renewal by certified mail, return receipt requested, not less than forty-five (45) days prior to the applicable Expiration Date. If the Surety fails to provide such notice to Obligee, the term of this Bond shall be automatically extended for the applicable Extension Term. During such Extension Term, the dates in the first sentence of paragraph 2 of this Bond shall be interpreted as being for the Extension Term.

4. If the Surety shall elect not to renew this Bond for the first or second Extension Term and the Principal shall fail to provide the Obligee with a replacement Bond for the applicable Extension Term not less than thirty (30) days prior to the applicable Expiration Date, then the Obligee shall have the right to demand payment of full amount of this Bond. Principal shall make payment within sixty (60) days after Obligee makes such demand.

5. If no prior demand for payment has been made by the Obligee, this Bond shall terminate on the applicable Expiration Date. If a demand for payment is made prior to such date, then this Bond shall continue in full force and effect until paid in full.

6. In the event the Obligee shall institute legal proceedings to collect amounts due pursuant to this Bond, then the Obligee shall be entitled to collect, in addition to the amount of this Bond, as part of any award or judgment, all court costs and other expenses of collection including but not limited to reasonable attorney fees incurred by the Obligee.

7. The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or alterations, changes and/or additions to the work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the Obligee of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act or forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does not waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reductions of retained percentage.

8. No final settlement between Obligee and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

9. 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 Lancaster 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, intending to be legally bound, the Principal and the Surety have caused this Bond to be signed, sealed and delivered this _____ day of _____ 20____.

(Individual Principal)

Witness:

_____ (SEAL)

(Signature of Individual)

Trading and Doing Business As

(Partnership Principal*)

Witnesses:

(Name of Partnership)

By: _____
Partner

By: _____
Partner

By: _____
Partner

By: _____
Partner

* All general partners must sign.

.....
(Corporation Principal)

(Name of Corporation)

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President

[CORPORATE SEAL]

(or if appropriate)

(Name of Corporation)

Witness:

**By: _____
(Authorized Representative)

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

.....
(Corporate Surety)

(Name of Corporation)

Witness or Attest:

(Title)

***By: _____
(Attorney-in-Fact)

[CORPORATE SEAL]

*** Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation.

.....
(Limited Liability Company****)

(Name of Limited Liability Company)

Witness:

By: _____
Member

By: _____
Member

By: _____
Member

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

Letter of Credit No. _____ (1)

Dated: _____ (2)

West Hempfield Township
3476 Marietta Avenue
Lancaster, PA 17601

In re: Contract Waste and Recyclable Materials Collection Contract

Dear Board of Supervisors:

We hereby issue our Irrevocable Letter of Credit in favor of West Hempfield Township (the "Municipality") for any sum or sums not exceeding \$ _____ (3) for the account of _____ (4) (hereinafter called "Contractor").

Intending to be legally bound, we hereby agree that demands, in an aggregate amount not exceeding \$ _____ (5) accompanied by a document in the form attached hereto and marked Exhibit X (executed by the Chairperson or Vice Chairperson of the Board of Supervisors), shall be duly honored if presented to us, at our office at _____ (6), Pennsylvania, before December 31, 2024.

Payment of this Letter of Credit shall be made without determination of conditions or facts pertaining to related contractual agreements between the Contractor and the Municipality.

We hereby agree that exclusive jurisdiction and venue for any litigation concerning this Letter of Credit shall exist in the Lancaster County Court of Common Pleas.

Except as otherwise provided herein, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, and the Uniform Commercial Code.

Intending to be legally bound hereby, this Letter of Credit has been executed by a duly authorized officer of the undersigned Bank.

Sincerely,

_____ (7)

By: _____ (8)

Signature

_____ (9)

Title

EXHIBIT X

TO: _____ (10)

We hereby demand payment to West Hempfield Township, Lancaster County, Pennsylvania, in the sum of \$ _____, and certify that this demand is made because of the failure of _____⁽¹¹⁾ to fulfill contractual agreements with the Municipality relating to the collection of regulated municipal waste and designated recyclable materials.

WEST HEMPFIELD TOWNSHIP

By: _____
(Vice) Chairperson, Board of Supervisors

INSTRUCTIONS TO COMPLETE LETTER OF CREDIT

- (1) Number assigned to Letter of Credit by lending institution.
- (2) Date of Letter of Credit.
- (3) Amount of Letter of Credit.
- (4) Full Name of Contractor.
- (5) Same as Number Three (3) above.
- (6) Address of lending institution.
- (7) Name of the lending institution issuing Letter of Credit.
- (8) Signature of Officer of lending institution executing the Letter of Credit.
- (9) Printed Name and Title of Officer executing the Letter of Credit.
- (10) Same as Number Seven (7) above.
- (11) Same as Number Four (4) above.

CONTRACT

This Contract is made this _____ day of _____, 20____ between West Hempfield Township, a municipal corporation organized under the laws of Pennsylvania with its municipal offices at 3476 Marietta Avenue, Lancaster, Pennsylvania 17601 (hereinafter referred to as the "Municipality") and _____ (hereinafter referred to as the "Contractor").

The Municipality and the Contractor, for and in consideration of the mutual promises and agreements set forth in this Contract and intending to be legally bound, agree as follows:

Section 1. DEFINITIONS

A. Any capitalized term, if not defined in this Contract, shall have the meaning as from time to time set forth in the Lancaster County Solid Waste Management Authority's (LCSWMA's) Rules and Regulations.

B. As used in this Contract, the following terms shall have the following meanings:

"Aluminum" - All food and beverage cans made of the light in weight, ductile and malleable metallic substance or element commonly known as aluminum. This description excludes aluminum foil, trays, plates, and miscellaneous aluminum products.

"Annual Service Fee (ASF)" - A factor in the formula for payments to the Contractor as described in Section 14.

"Base Figure (BF)" - The estimated number of Collection Sites as described in Section 14.

"Battery Bags" - Bags which LCSWMA makes available to Generators of Municipal Waste and which shall be used as disposal containers for batteries which are generated in households.

"Change Order Fee (COF)" - An adjustment to the payments to the Contractor for changes to the Work as described in Section 15.

"Christmas Tree" - A natural tree used as a holiday decoration. For recycling, all trees must be free of lights, ornaments, tinsel and other non-organic materials.

"Collection Site" - The Curbside location for each Customer at which collection services are to be performed. Each Residential Unit and Eligible Commercial Establishment shall be a separate Collection Site.

"Commencement Date" - The date for the commencement of Work under this Contract as set forth in Section 2.

"Contract Documents" - The Invitation to Bid, Instructions to Bidder, Bid Form executed by the Contractor, Bid Security, Non-Collusion Affidavit, Performance Bond or Letter of Credit, Qualification Questionnaire, Certificate of Insurance, this Contract, and all Amendments and Addenda to any of the foregoing Documents, all of which are incorporated by reference into this Contract as though set forth in full.

"Contract Waste" - Those portions of Regulated Municipal Waste which are to be collected and disposed of under this Contract. Contract Waste consists exclusively of Refuse and Oversized Refuse Items.

"Contractor" - The Person providing Contract Waste and Recyclable Materials collection under this Contract.

"Corrugated Cardboard" - A paper-based material consisting of a fluted sheet and one or two linerboards.

"County" - The County of Lancaster, Pennsylvania.

"Curbcart" - A wheeled Container with a holding capacity no greater than ninety-six (96) gallons

in volume or ninety (90) pounds in weight which is compatible with the collection Vehicles used by the Contractor and approved for use by the Contractor and Municipality.

“Curbside” - The correct location for the placement of Refuse Containers and Recycling Containers for the purpose of collection by the Contractor. The Curbside location for each Customer shall be (a) adjacent to the Residential Unit or Eligible Commercial Establishment and (b) no more than five (5) feet from the public street used by collection Vehicles.

“Customer” - Each Residential Unit and Eligible Commercial Establishment within the Municipality, each of which shall be a Collection Site.

“Eligible Commercial Establishment” - Any Person, other than a Residential Unit, who (a) generates Municipal Waste and (b) requests and receives approval by the Municipality to use the collection services provided under this Contract.

“Extra Refuse Containers” - Refuse Containers which are in excess of the three (3) containers or 96-gallon Curbside per Collection Site limit.

“Extra Service Tags” - Labels which must be affixed to Tires, White Goods, Oversized Refuse Items, bundled Yard Waste, and Extra Refuse Containers in order for such items to be collected by the Contractor.

“Facility” - Any specific site or Person designated by LCSWMA as the specific place or site or Person to which Solid Waste or Source Separated Recyclable Materials, or any portion of Solid Waste or Source Separated Recyclable Materials, must or may be delivered; or in the absence of a specific site or Person being designated by LCSWMA, any approved site for the delivery of any category of Solid Waste or Source Separated Recyclable Materials. A site will be deemed an approved site for the purposes of this definition so long as that site (a) is in possession of all applicable Local, State and federal permits, (b) is operating in accordance with all applicable Local, State and Federal laws and regulations, and (c) provides LCSWMA with such data and information as LCSWMA requests, including without limitation, (i) the quantity, type, source and date of receipt of Solid Waste and Source Separated Recyclable Materials that were generated in Lancaster County and delivered to the site, (ii) proof that the site is in compliance with (a) and (b) above, and (iii) in the case of Source Separated Recyclable Materials, proof that all such materials received at the site are, in fact, Recycled.

“Glass, Clear” - Clear Glass consists only of clear food and beverage containers made of glass, of one gallon or less capacity, and comprised of the hard, brittle and transparent or partially transparent substance produced by fusion of silica and silicates or sand containing soda and lime and/or other chemicals and substances usually included in the manufacture of glass.

“Glass, Colored” - Colored Glass consists only of green or brown food and beverage containers made of glass, of one gallon or less capacity, and comprised of the hard, brittle and transparent or partially transparent substance produced by fusion of silica and silicates or sand containing soda and lime and/or other chemicals and substances usually included in the manufacture of glass.

“LCSWMA” - Lancaster County Solid Waste Management Authority.

“LCSWMA Facility” - Any Facility owned or operated by or on behalf of LCSWMA.

“Manifest” - A form supplied by LCSWMA to be completed and signed by each Person who collects or transports Solid Waste or Source Separated Recyclable Materials and which specifies, inter alia, (a) the source type, quantity and delivery point for the Solid Waste or Source Separated Recyclable Materials, (b) the applicable license number and, (c) other pertinent information.

“Monthly Installment” - A factor in the formula for payments to the Contractor as described in Section 14.

“Municipal Waste” - All Solid Waste which is within the definition “Municipal Waste” set forth in Section 103 of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988, P.L. 528, No. 101.

“Municipality” - West Hempfield Township.

“Municipality’s Composting Facility” – Any Facility which processes Yard Waste and at which the Municipality has the right to deposit Yard Waste for processing. As of the date of this Contract, the Municipality’s Composting Facility shall be the property owned by West Hempfield Township located at 4380 Fairview Road. The Municipality may designate another Facility as the Municipality’s Composting Facility during the term of this Contract or any extension by providing written notice to the Contractor.

“Newsprint” - Paper which has been used for the production of daily, weekend, and special edition publications commonly known as newspapers.

“Nonprocessable Waste” - Nonprocessable Waste is a portion of Municipal Waste consisting of materials which cannot be handled by LCSWMA’s normal collection, processing or disposal methods or which are greater than six feet in any dimension. Nonprocessable Waste includes, without limitation, large auto parts; machinery; boats; recreational vehicles; etc.

“Oversized Refuse Items” - Refuse which will not fit into Refuse Containers but which is not Nonprocessable Waste, including small furniture, carpet, and the like, but excluding Tires and White Goods.

“Performance Guarantee” - A Bond or Letter of Credit in the form provided in the Contract Documents to secure performance of the Contract.

“Person” - Any individual, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, governmental entity or agency, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

“Plastics” - Recyclable Plastics consist of those plastic items currently identified by LCSWMA as recyclable.

“Public Awareness Program” - The program developed and provided by the Municipality to inform and encourage residents to use properly the Recyclable Materials collection services provided under this Contract.

“Recyclable Materials” - All designated Source Separated recyclable materials. For purposes of this Contract, Recyclable Materials shall be (a) Aluminum, (b) Clear Glass, (c) Colored Glass, (d) Corrugated Cardboard, (e) Steel Cans, (f) Plastics, (g) Yard Waste, (h) Tires, and (i) White Goods.

“Recycling” - The separation, collection, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed of or processed as Waste or the mechanized separation and treatment of Solid Waste and creation and recovery of reusable materials or energy.

“Recycling Containers” - A receptacle for the household collection of Recyclable Materials.

“Refuse” - All Regulated Municipal Waste except the following categories of Solid Waste: (a) Construction/Demolition Waste, (b) Nonprocessable Waste, (c) Putrescible Waste, (d) Uncompactible Waste, (e) Special Handling Waste, (f) Household Hazardous Waste, (g) Recyclable Materials, (h) Unacceptable Waste, and (i) Oversized Refuse Items.

“Refuse Container” - A receptacle with a capacity of not more than 32 gallons which is (a) constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors; (b) a polyethylene bag which (i) is specifically designed for storage and collection, (ii) is protected against animal damage and overloading so as to prevent littering or attraction of insects or rodents and (iii) has a holding strength capable of withstanding normal stresses until it is collected; or a 96-gallon Curbside cart. The weight of a Customer provided Refuse Container and its contents shall not exceed thirty (30) pounds.

“Regulated Municipal Waste” - Any Solid Waste generated or collected within Lancaster County which is garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities, and any Sludge which is not Residual Waste

or Hazardous Waste from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include Recyclable Materials.

“Residential Unit” - Any single family detached, semi-detached or townhouse dwelling, or a dwelling unit within a multi-family building containing three (3) or fewer dwelling units.

“Segregated” - Recyclable Materials which have been separated from Regulated Municipal Waste.

“Single-Stream” - A system where Recyclable Materials; commonly Paper, Glass, Metal and Plastic containers; are collected and processed together.

“Solid Waste” - Any Waste, including but not limited to, Municipal, Residual or Hazardous Waste, including solid, liquid, semisolid or contained gaseous materials.

“Source Separate” or “Source Separation” - The process of separating, or the separation of, Recyclable Materials from other Solid Waste at the location where generated for the purpose of Recycling.

“Steel Cans” - The ferrous metal food or beverage containers commonly known as tin cans.

“Tires” - Pneumatic rubber automobile, truck, or farm implement tires.

“Unacceptable Waste” - Unacceptable Waste consists of the following categories of Solid Waste: (a) Chemotherapeutic Waste, (b) Drums, Barrels and Buckets unless lids have been removed and interiors cleaned and free of any residue, (c) Explosives and Ordnance Materials, (d) Gas Cylinders, unless empty and delivered separate from other waste, (e) Hazardous Waste, (f) Liquid Waste (i.e. Containing less than twenty percent (20%) solids by weight or flowable), (g) Radioactive Materials, (h) Residual Waste, (i) Unsterilized or Unprocessed Infectious or Pathological Waste, and (j) Any Solid Waste generated either (i) outside of the Municipality or (ii) within the Municipality by a Person other than a Customer.

“Uncontrollable Circumstance” - Any event which (a) is beyond the reasonable control and not due to the fault of the party relying thereon, (b) substantially alters the costs or ability of such party to perform its obligations under, or comply with the terms of, this Contract and (c) is one of the following: (i) Change in Federal, State or Local law, ordinance, code, regulation or rule from those in effect as of the date of the Solicitation which resulted in this Contract, (ii) Change in the Rules or Regulations of LCSWMA from those in effect as of the date of the Solicitation which resulted in this Contract, (iii) Insurrection, riot, civil disturbance, sabotage, act of war, explosion, nuclear incident or naval blockade, or (iv) Hurricane, tornado, flood, ice, snow or other Act of God provided the Contractor has taken reasonable measures to continue performance notwithstanding such events.

“Unit Fee (UF)” - The annual fee for collection services bid by the Contractor in response to the Solicitation which resulted in this Contract, and a factor in the formula for payments to the Contractor as described in Section 14.

“Vehicle” - A vehicle used for the collection of Contract Waste or Recyclable Materials which has mounted thereon an approved type, water tight, sanitary body, or which has a standard truck body made water tight, and which is equipped with means of covering to prevent loss of material by wind.

“White Goods” – A portion of Regulated Municipal Waste consisting of large appliances, including the following: clothes washers, clothes dryers, dishwashers, freezers, refrigerators, stoves, ovens, hot water heaters, air conditioners, dehumidifiers, furnaces, and electrical heaters. The Municipality may designate additional recyclable metals in the Municipality’s Policies and Procedures.

“Work” - All of the obligations imposed by this Contract upon the Contractor.

“Yard Waste” - Organic waste which includes garden residues, leaves, shrubbery, and tree trimmings not exceeding six (6) inches in diameter. The Municipality may further define recyclable organic materials in the Municipality’s Policies and Procedures.

“Yard Waste Bag” – A thirty (30) gallon biodegradable Kraft paper bag distributed by the

Municipality to Customers for the Collection of Yard Waste.

Section 2. TERM

The term of this Contract shall be for a period of three years beginning January 1, 2022 and ending December 31, 2024.

The Municipality and the Contractor shall have the option to renew this Contract on a yearly basis for up to two (2) one-year renewal periods. If the Municipality elects to renew this Contract, it shall notify the Contractor, in writing, at least four (4) months prior to the initial termination date or the termination date of the then current renewal period. The Contractor shall inform the Municipality, in writing, within thirty (30) days after receipt of such notification that the Municipality wishes to renew the Contract whether the Contractor shall renew the Contract or whether the Contractor shall refuse to renew the Contract. If the Contractor fails to notify the Municipality that it does not wish to renew the Contract within the time set forth above, the Contract shall be extended for an additional period of one (1) year subject to all of the terms and conditions set forth in the Contract Documents. The Contractor shall furnish a new Performance Guarantee in the amount of 100% of the Contract price for the additional one (1) year period and a Certificate of Insurance.

Section 3. WORK

A. Customer Services

1. Collection Services. The Contractor shall collect and remove by Vehicle Contract Waste and Recyclable Materials which Customers have placed at Curbside in the Municipality, subject to the following conditions:

(a) Contract Waste

(i) Refuse - Refuse placed in Refuse Containers shall be collected once per week. No more than three (3) Refuse Containers which equal no more than 96 pounds or alternatively, no more than one (1) 96-gallon Refuse Curbside per Collection Site per week shall be collected except for Extra Refuse Containers which are properly marked with an Extra Service Tag. If the Municipality awards Alternate Bid 2A or 2B, the Municipality shall provide a list of Customers to whom the Contractor shall provide and from whom the Contractor shall collect one 35 gallon Refuse Curbside per week.

(ii) Oversized Refuse Items - Oversized Refuse Items placed adjacent to Refuse Containers or Curbsides shall be collected once per week. No Oversized Refuse Items shall be collected unless properly marked with an Extra Service Tag. No more than two (2) Oversized Refuse Items per Collection Site per week shall be collected.

(b) Recyclable Materials

(i) Recyclable Materials consisting of Aluminum, Clear Glass, Colored Glass, Steel Cans, Plastic, and Corrugated Cardboard, as determined by LCSWMA's Rules and Regulations, shall be collected as Single Stream once per week on the same day as Refuse.

(ii) Yard Waste shall be collected weekly between early April and early December on thirty-eight (38) collection dates each year. Yard Waste shall not be collected unless placed in Yard Waste Bags. Brush, limbs, tree trunks, and the like shall be tied with biodegradable twine in easily handled bunches which shall not exceed four (4) feet in length and thirty (30) pounds in weight. Each bundle shall be deemed a Separate Yard Waste Container and must be marked with an Extra Service Tag, unless the Township selects an Alternate Bid with unlimited yard waste option (in which case extra service tags would not be required).

(iii) White Goods and Tires shall be collected twice per year. White Goods and Tires shall not be collected unless each is marked with the proper Extra Service Tag.

(c) Battery Bags – Battery Bags placed adjacent to Refuse Containers by

Customers shall be collected and delivered separately to a LCSWMA Facility battery drop-off location.

(d) Services Not Included - No collection services shall be provided under this Contract for Unacceptable Waste, Household Hazardous Waste, Special Handling Waste, Construction/Demolition Waste, Nonprocessable Waste, Putrescible Waste or Uncompactible Waste.

(e) Other Services - The Contractor may by contract or other special arrangement with a Customer agree to collect Contract Waste and Recyclable Materials at a location other than Curbside. Such contracts or special arrangements shall be provided to Customers on a uniform basis and at a reasonable cost. The Municipality shall have no responsibility or obligation with respect to any such contract or special arrangement.

(f) Residential Units Which Are Not Customers – The Contractor shall not enter into any agreement with any Residential Units in the Municipality which are not Customers. The Contractor shall not collect any Refuse, Oversized Refuse, or Recyclable Materials generated in the Municipality from Residential Units which are not Customers.

2. Extra Service Tags - The basic service provided to Customers is the collection of three (3) Refuse Containers or a 96-gallon Refuse Curbside Cart which equal no more than 96 pounds per week or, if the Municipality awards Alternate Bid 2A or Alternate Bid 2B, one 35 gallon Refuse Curbside Cart for identified Customers, and Single Stream Recyclable Materials. Customers who need additional collection services for White Goods, Oversized Refuse Items, Yard Waste, or Extra Refuse Containers may purchase Extra Service Tags from the Municipality as established in Schedule C. Each Extra Refuse Container, Tire, White Goods, and Oversized Refuse Item shall be marked with a separate Extra Service Tag. Customers who need collection services for Yard Waste shall purchase Extra Service Tags from the Municipality as established in Schedule C.

3. Schedule

(a) General - The collection of Contract Waste and Recyclable Materials shall be conducted in accordance with Schedule A to this Contract. Collection shall be commenced and completed between the hours of 5:00 A.M. and 6:00 P.M. except for a rescheduled Saturday collection when collection shall be commenced and completed between 2:00 A.M. and 6:00 P.M. Contractor shall not collect on the following roads between the hours of 7:00 A.M. and 9:00 A.M. on collection days:

- Columbia Avenue
- Marietta Avenue
- Prospect Road (Route 30 to Marietta Avenue)
- Stony Battery Road (Route 30 to Marietta Avenue)

(b) Tires and White Goods Schedule - Tires and White Goods shall be collected twice each year. The Municipality shall advise Customers of the scheduled dates for Tires and White Goods collection.

(c) Yard Waste Schedule - Yard Waste shall be collected weekly on the same day as Refuse between early April and early December on thirty-eight (38) dates each year. The Municipality shall advise Customers of the scheduled dates for Yard Waste collection.

(d) Holidays - Collections will not be made on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Collections which would normally occur on such holidays and/or the week as the holiday shall be rescheduled to a date mutually agreeable to the Municipality and Contractor.

(e) Detailed Scheduling - Subject to the general requirements of Schedule A to this Contract, the Contractor shall establish specific scheduling, routes, and traffic patterns of Vehicles for the performance of the Work. At least thirty (30) calendar days prior to the Commencement Date, the Contractor shall submit to the Municipality the Contractor's specific schedules. Prior to such submission, the Contractor shall meet to discuss alternatives with the Municipality. Once established, any changes shall be approved by the Municipality.

The Contractor and the Municipality shall agree each year upon the dates for collection at least sixty (60) calendar days in advance of the semi-annual dates for the collection of White Goods and Tires.

(h) Schedule Deviations - In the event that as a result of mechanical breakdown, extraordinary weather or other cause there is a likelihood of any delay or nonconformity to the collection schedule, the Contractor shall give immediate notice to the Municipality. Such notice shall not relieve the Contractor of liability for, nor impair the Municipality's rights under this Contract with respect to, such missed schedule.

4. Manner of Collection. All Contract Waste and Recyclable Materials shall be collected in a neat, clean and workmanlike manner. The Contractor shall load Vehicles in such a manner as to prevent spillage. Any spillage shall be immediately cleaned up by the Contractor. All receptacles and containers shall be handled as carefully and quietly as possible, being returned (not thrown) to the location where picked up. Employees of the Contractor shall not behave in a manner which is noisy, vulgar, obscene or insulting. All Contract Waste and Recyclable Materials hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or loss from wind blown materials are prevented.

5. Labor and Equipment. The Contractor shall supply all labor, Vehicles, tools, equipment, materials, and facilities for the collection, removal and disposal of all Contract Waste and Recyclable Materials in strict conformity with this Contract. Equipment shall be maintained in good working order and shall be kept in a safe, clean and sanitary condition. Contract Waste and Recyclable Materials shall be collected in Vehicles which are suitable for such collection, which are dedicated for use in performing such collections, and which bear prominent markings, signs, or decals identifying them as being Contract Waste or Recyclable Materials Collection Vehicles. The Contractor shall provide an adequate number of Vehicles for regular collection services and for performance of the Contractor's obligations under this Contract.

Each Vehicle shall have clearly visible on each side the identity of the Contractor, and shall have prominently displayed all mandated Federal, State, County, Municipality and LCSWMA identification and license numbers.

6. Containers.

(a) Recycling Containers

All existing customers have 64 gallon recycle curbcarts which are titled to the Municipality (except those who declined a cart and use a smaller container by choice). The existing recycle curbcarts are branded to our current Contractor. The Contractor will, at their expense, promptly replace Recycling Containers when notified by a Customer or the Municipality that a Recycling Container is damaged or missing. The Contractor will, at their expense, provide a new recycle curbcart to new customers and customers who previously declined a curbcart and have since chosen to have one. Title to the Recycling Containers shall remain with the Municipality.

(b) Refuse Containers

(i) The Contractor shall at Curbside remove Refuse from Refuse Containers. Refuse Containers which are disposable shall be disposed of as Contract Waste. Reusable Refuse Containers shall be returned to Curbside.

(ii) All existing customers have 96 gallon refuse curbcarts which are titled to the Municipality (except those who declined a cart and use a smaller container by choice). The existing refuse curbcarts are branded to our current Contractor. The Contractor will at their expense promptly replace refuse curbcarts when notified by a Customer or the Municipality that a Recycling Container is damaged or missing. The Contractor will at their expense provide a new refuse curbcart to new customers and customers who previously declined a curbcart and have since chosen to have one. If the Municipality awards Alternate Bid 2A or Alternate Bid 2B, the Municipality shall provide the Contractor with a list of Customers who are to receive 35 gallon Refuse Curbcarts, at the Contractor's expense, instead of 96 gallon Refuse Curbcarts. Title to all refuse curbcarts shall remain with the Municipality.

7. Disposal.

(a) Contract Waste - All Contract Waste shall be hauled directly to a LCSWMA Facility (Waste-to-Energy Facility) for disposal. Disposal costs shall be paid by Municipality.

(b) Recyclable Materials - The Contractor shall transport all Single Stream, Tires, and White Goods to a LCSWMA Facility (Transfer Station); all Yard Waste to the Municipality's Composting Facility and all other collected Recyclable Materials directly to a Facility, in accordance with the LCSWMA Rules and Regulations. The Contractor shall ensure that Recyclable Materials collected in accordance with the Contract are kept separate from Contract Waste from the time of collection until delivery to a Facility. The Contractor may, from time to time, request a waiver to deliver Single Stream Recyclable Materials to a Facility other than a LCSWMA Facility, which must be duly authorized in writing by LCSWMA and the Municipality, which waiver may be granted or withheld in the sole and unfettered discretion of LCSWMA and the Municipality.

(c) Direct Delivery - All Contract Waste and Recyclable Materials collected shall be transported directly to a Facility in accordance with the LCSWMA Rules and Regulations without any intervening transfer, unloading, processing, sorting, salvaging, scavenging, or reuse of any portion of any load of such Contract Waste or Recyclable Materials from the time of its collection until the time of its delivery to the Facility and without the addition of any Waste or Recyclable Materials from any Person who is not a Customer.

8. Missed Pick-up. In the event of any missed pick-up, the Contractor shall collect from the missed locations within 24 hours of notification. All calls relating to missed pick-ups which are received by the Contractor shall be reported to the Municipality and shall be logged by the Contractor and such log shall be available for inspection by the Municipality. At least once daily, prior to the departure of collection Vehicles, the Contractor shall communicate with the Municipality to determine whether any missed pickups or problems in collection have been reported.

9. Expansion of Services. The collection services to be performed under this Contract shall be expanded to include all newly constructed Residential Units and Eligible Commercial Establishments which elect to become Customers.

10. Municipal Facility Collections. In addition to the collection services for Residential Units and Eligible Commercial Establishments, the Contractor shall provide the following services to municipal facilities:

- (a) West Hempfield Township Municipal Office – 3476 Marietta Avenue
 - (i) **Refuse** – one (1) three (3) cubic yard container
 - (ii) **Single Stream Recyclables** – Curbside Recycling Containers or alternately, two (2) 64-gallon Recycling Curbcarts
 - (iii) **Corrugated Cardboard** – one (1) thirty (30) cubic yard container with slots and lockable lids for public drop-off
- (b) West Hempfield Township Maintenance Building – 4380 Fairview Road
 - (i) **Refuse** – one (1) three (3) cubic yard container
 - (ii) **Single Stream Recyclables** – Curbside Recycling Containers or alternately, one (1) 64-gallon Recycling Curbcart
- (c) Silver Spring Park – Marietta Avenue and Ironville Pike
 - (i) **Refuse** – one (1) three (3) cubic yard container

- (ii) **Single Stream Recyclables** – Curbside Recycling Containers or alternately, one (1) 64-gallon Recycling Curbside Cart
- (d) Fairview Park – 4381 Fairview Road
 - (i) **Refuse** – one (1) three (3) cubic yard lockable container (March 1 – November 30 only)

Each of the above shall be collected weekly.

B. Municipality Obligations.

In addition to the other obligations imposed by this Contract, the Municipality shall:

1. Sell Extra Service Tags to Customers as established in Schedule C;
2. Schedule White Goods and Tire collections two (2) dates per year and Yard Waste collections thirty-eight (38) dates per year;
3. Pay all tipping fees for Contract Waste, Single Stream Recyclable Materials, Tires and White Goods which are collected in the Municipality and delivered to a LCSWMA Facility (Waste-to-Energy Facility for Contract Waste and Transfer Station for Single Stream, Tires, and White Goods) or, with respect to Single Stream, to a Facility other than a LCSWMA Facility as to which LCSWMA and the Municipality have granted a waiver of LCSWMA delivery;
4. Use reasonable efforts to educate Customers on the benefits of recycling, what materials can be recycled curbside, how to prepare the materials for the curbside containers or Curbside Carts, the schedule for collection of Recyclable Materials and Refuse, and the distribution of any Recycling or Refuse Containers and/or Curbside Carts;
5. Use reasonable efforts to enforce such ordinances, rules and regulations as may from time to time be enacted governing municipal waste collection, and particularly those relating to (a) containers for Recyclable Materials and (b) the proper preparation of Recyclable Materials for collection by the Contractor (which may include inspection of Refuse and Recycling Containers);
6. Use reasonable efforts to identify and include in the Base Figures those commercial enterprises in the Municipality that choose to become Eligible Commercial Establishments; and
7. Provide the Contractor with a list of all Customers, updated on a monthly basis.

C. Contractor Obligations.

In addition to the other obligations imposed by this Contract, the Contractor shall:

1. Comply with all LCSWMA Rules and Regulations, including obtaining and maintaining the requisite licenses;
2. Transport all Contract Waste collected directly to a LCSWMA Facility (Waste-to-Energy Facility) and all Tires, White Goods, and Single Stream collected directly to a LCSWMA facility (Transfer Station) without any interceding transfer or storage;
3. Collect weekly between April 1 and the first week of December all Yard Waste Bags and bundled Yard Waste marked with an Extra Service Tag (unless the Township selects an Alternate Bid with unlimited yard waste option, in which case extra service tags would not be required) and transport to the Municipality's Composting Facility;
4. Not commingle Recyclable Materials with Contract Waste;
5. Not commingle any Solid Waste not collected under this Contract with any Contract Waste or Recyclable Materials collected under this Contract;
6. Use reasonable commercial effort to ensure Single Stream materials contain only

Single Stream Recyclable Materials. If a Facility rejects loads of Single Stream materials because Contractor has failed to use such reasonable commercial efforts, rejected materials shall be delivered as Refuse to a LCSWMA Facility and Contractor shall be responsible for any increased cost of disposal;

7. Collect White Goods and Tires on two (2) dates each year in accordance with the schedule set forth in this Contract;

8. Discontinue collection services for identified Customers if, when, and for so long as directed by the Municipality;

9. Report to the Municipality the number of Extra Service Tags which the Contractor collected during collection of Contract Waste and Recyclable Materials under this Contract, if so requested by Municipality; and

10. Utilize Municipality's educational sticker/tag system, if so requested by Municipality during collection times to notify customers about non-compliance with collection program specifications.

D. Customer Practices.

The Municipality shall use reasonable efforts to encourage the following practices:

1. Refuse. Customers shall place Refuse in Refuse Containers or alternately in Refuse Curbcarts at Curbside. Any Refuse Containers over three (3) 36-gallon Refuse Containers or a 96-gallon Refuse Curbcart shall be marked with an Extra Service Tag. If the Municipality awards Alternate Bid 2A or Alternate Bid 2B, Customers who pay the discounted rate shall mark any refuse contained in excess of the one 35 gallon Refuse Curbcart with an Extra Service Tag.;

2. Oversized Refuse. Customers shall place Oversized Refuse Items marked with an Extra Service Tag at Curbside adjacent to Refuse Containers or Curbcarts and Recycling Containers or Curbcarts;

3. Yard Waste. Yard Waste shall be placed at Curbside in Yard Waste Bags or bundles, separated from both Contract Waste and other Recyclable Materials. Brush, limbs, tree trunks and the like will be tied with biodegradable twine in easily handled bundles which will not exceed four (4) feet in length or thirty (30) pounds in weight. Each such bundle shall be marked with an Extra Service Tag (unless the Township selects an Alternate Bid with unlimited yard waste option, in which case extra service tags would not be required);

4. White Goods. Customers shall place White Goods marked with an Extra Service Tag at Curbside;

5. Tires. Customers shall place Tires marked with an Extra Service Tag at Curbside;

6. Single Stream Recyclable Materials. Recyclable Materials will be prepared according to the educational materials provided by the Municipality and placed in marked Recycling Containers which shall be provided by the Municipality. These Recyclable Materials will be placed no more than ten (10) feet from the Refuse.

Section 4. REPORTS

On or before the fifteenth (15th) day of each month, the Contractor shall submit an original to the Municipality of the Monthly Municipal Report, together with weight receipts, for all Contract Waste and Recyclable Materials collected in the Municipality. The Monthly Municipal Report shall include complete information with respect to the preceding month, including the amounts of Contract Waste and of each Recyclable Material collected and the recycling market or processor where the Recyclable Materials were delivered under this Contract. The weight receipts shall reflect the total weight of all Contract Waste and Recyclable Materials collected and disposed of during the preceding month. The form of the Monthly Municipal Report is attached as Schedule B to this Contract. In addition, the Contractor must submit to

LCSWMA by the fifteenth (15th) day of each month, the original (white) completed LCSWMA manifests or a report approved by the Lancaster County Recycling Coordinator for Recyclable Materials not delivered to a LCSWMA Facility during the preceding month with a copy forwarded to the Municipality.

Section 5. NON-RESIDENTIAL COLLECTIONS

Contract Waste and Recyclable Materials shall be collected under this Contract only from Residential Units which have opted to receive collection services under the Contract, Eligible Commercial Establishments and those additional sites established for municipal facilities. The Contractor may enter into agreements to collect Contract Waste and Recyclable Materials from multi-family units with four (4) or more dwelling units, commercial establishments that are not Eligible Commercial Establishments, and other establishments which are not Customers. The Contractor may also enter into agreements to collect from Customers Solid Waste which is not included within the scope of the Work. However, such collections shall not occur at the same time as collections under this Contract, nor shall the same Vehicles be used. No Solid Waste collected under any such other agreements shall be (a) added to the Contract Waste or Recyclable Materials collected under this Contract or (b) reflected on any documents submitted under this Contract, including without limitation, weight receipts, monthly reports, or the like.

Section 6. NO SOLICITATION

The Contractor shall control all of the Contractor's employees and shall ensure that such employees do not solicit or accept gifts or contributions of any kind in connection with performance of the Work.

Section 7. COMPLAINTS

The Municipality shall instruct Customers to report complaints to the Municipality. Any complaints received by the Contractor directly from Customers shall be reported to the Municipality and shall be given prompt and courteous attention. In the case of missed collections, the Contractor shall arrange for the collection from the missed Collection Sites no later than twenty-four (24) hours after the complaint was received. Such rescheduling shall not relieve the Contractor of liability for, nor impair the Municipality's rights under this Contract with respect to such missed schedule.

Section 9. WEATHER, ETC

The Contractor shall make arrangements to perform fully the Work notwithstanding unexpected occurrences such as varying weather conditions, temporarily closed streets, and the like, and upon the occurrence of any such event, the Contractor shall make appropriate arrangements with the Municipality to ensure the complete performance of the Work. The provisions of this Section 8 shall not require the Contractor to take any action which would endanger the health or safety of any person.

Section 10. OFFICE

The Contractor shall maintain within a reasonable distance of the Municipality an office which shall be equipped with email service, sufficient telephones and a fax machine with toll-free access to the Municipality, and qualified, responsible personnel, from 8:00 A.M. to 5:00 P.M. on regular collection days to receive and respond to all complaints and inquiries.

Section 11. NOTIFICATION

The Municipality shall notify all Customers of the procedures, rates, regulations, and day(s) for scheduled collection.

Section 12. POINT OF CONTACT

All communications between the Contractor and the Municipality shall be directed to:

Contractor

Municipality

(Name)

Andrew Stern

(Name)

(Title)	Manager
(Telephone)	(717) 285-5554
(Fax)	(717) 285-2879
(Address)	3476 Marietta Avenue
(City, State, Zip Code)	Lancaster, PA 17601
(Email)	manager@westhempfield.org

Section 13. PUBLIC AWARENESS PROGRAM

The Municipality shall develop and implement a Public Awareness Program to provide information on local Recycling efforts. Such program will include preparation and distribution of at least one (1) notice to all Customers prior to the commencement of the collection schedule, as well as preparation of occasional newsletters, press releases, presentations at local schools and community organizations, and distribution of flyers or brochures. The Contractor shall cooperate with all such public awareness activities, including without limitation, employing the use of stickers, tags, notices and the like, as requested by the Municipality.

Section 14. PAYMENTS

Payments shall be made monthly in an amount determined under Section 14. The Contractor shall prepare and file an invoice for each monthly payment. Monthly payments shall be paid within thirty (30) days of the Municipality's receipt of a proper invoice. Payment of invoices will not be made until the required reports and weight receipts, as provided in Section 4, are received.

Section 15. PRICE

As full compensation for the complete performance of this Contract the Contractor shall be paid the amounts determined in accordance with the following:

A. Terms

- ASF = Annual Service Fee
- BF = Base Figure
- COF = Change Order Fee
- MI = Monthly Installment
- UF1 = Unit Fee 1 from January 1, 2022 through December 31, 2022
- UF2 = Unit Fee 2 from January 1, 2023 through December 31, 2023
- UF3 = Unit Fee 3 from January 1, 2024 through December 31, 2024
- UF4 = Unit Fee 4 from January 1, 2025 through December 31, 2025
- UF5 = Unit Fee 5 from January 1, 2026 through December 31, 2026

B. Payments

Year 1: UF1 x BF = ASF
 ASF = MI
 12

MI + COF (if any) = Payment to Contractor

Year 2: UF2 x BF = ASF
ASF = MI
12
MI + COF (if any) = Payment to Contractor

Year 3: UF3 x BF = ASF
ASF = MI
12
MI + COF (if any) = Payment to Contractor

Payments for Optional Extension Years

Year 4: UF4 x BF = ASF
ASF = MI
12
MI + COF (if any) = Payment to Contractor

Year 5: UF5 x BF = ASF
ASF = MI
12
MI + COF (if any) = Payment to Contractor

C. Fees and Base Figure

The annual fee per Collection Site shall be as follows:

UF1: \$ _____
UF2: \$ _____
UF3: \$ _____

Optional extension years:

UF4: \$ _____
UF5: \$ _____

The Base Figure for the Contract shall be approximately 4,500 Collection Sites.

The Base Figure shall be adjusted on a monthly basis each year of the contract term and any renewal period.

The Base Figure will be determined in the sole but good faith discretion of the Municipality on the basis of available records and, to the extent practicable, an actual count of Customers.

Section 16. CHANGES

The Municipality shall have the right to order reasonable changes to the scope of Work during the term of this Contract. No change to the Work will be implemented by the Contractor in the absence of a written change order received from the Municipality. The Contractor agrees to negotiate in good faith toward agreement upon a Change Order Fee prior to the issuance of any written change order.

In the event that the Municipality deems it in its best interest to issue a change order prior to the conclusion of, or in the absence of, agreement upon a Change Order Fee, the Contractor shall be obligated to perform the Work as changed. In any such event, the Contractor shall be entitled to the Contractor's increased costs plus a reasonable overhead and profit on any change order issued by the Municipality and the Contractor shall submit a written claim (together with detailed itemization of the basis for such claim)

for a Change Order Fee within thirty (30) days of the receipt of such change order. If the Municipality does not accept the amount of the Change Order Fee submitted by the Contractor, the parties will attempt in good faith to negotiate the Change Order Fee, and in the absence of an agreement the Change Order Fee shall be determined by arbitration in accordance with Section 38.

Section 17. UNCONTROLLABLE CIRCUMSTANCES

Neither party shall be liable for any failure to perform any of the obligations or comply with any of the terms or conditions of this Contract if such failure is directly and proximately caused by an Uncontrollable Circumstance; provided, however, that the Municipality may elect, at its sole option, to require such performance or compliance, and if the Municipality so elects, the Municipality shall issue a written change order and provide a Change Order Fee in accordance with the provisions of Section 16. Strikes, pickets, work stoppages, work slow-downs, walk-outs and other labor difficulties, whether within the control of the Contractor or not, shall not constitute an Uncontrollable Circumstance, or otherwise excuse any breach of this Contract.

Section 18. CONTRACTOR WARRANTIES

The Contractor warrants that it has investigated and satisfied itself as to all conditions affecting the Work, including but not limited to, those bearing upon: (a) Federal, State or Local legal requirements, permits, licenses and limitations; (b) factors affecting transportation, disposal, handling or storage; (c) availability of labor; (d) uncertainties of weather; (e) the character of equipment and facilities required; (f) physical conditions at the sites of Work performance; and (g) the actual number of Collection Sites.

Section 19. LABOR

At all times, the Contractor shall provide competent supervision, sufficient number of skilled workmen and adequate and proper materials and equipment to perform in accordance with this Contract the Work required under this Contract. All labor used throughout the performance of this Contract shall be acceptable to the Municipality and of a nature that will permit the Work to be carried on harmoniously and without delay and without any disturbance to Customers receiving collection services. The Contractor shall not employ, or continue the employment of, any person to whom the Municipality reasonably objects.

Section 20. BREACH OF CONTRACT

In addition to, and not in lieu of, any other remedies provided by law, equity or this Contract, the Municipality shall be entitled to one or more of the following remedies:

A. Minor Breach

For minor breaches, such as nonrecurring late pick-ups, occasional missed pick-ups, spillage, unclean Vehicles, and the like, the Municipality may elect one or more of the following remedies:

1. Complete cure of the deficiency within 24 hours of notice thereof at the sole expense of the Contractor;
2. Substitute performance by the Municipality (or by its agents or contractors) at the sole expense of the Contractor, such expense to include the administrative costs of the Municipality. For each missed collection that the Contractor does not complete, the Municipality may impose a penalty of ten dollars (\$10.00) for each dwelling unit per day (including Saturdays and Sundays, although the Contractor shall not in any case collect on those days). The Municipality may deduct said penalties from monthly invoicing. If a missed collection is not resolved within three (3) days to the satisfaction of the Municipality, the Municipality may collect (or cause to be collected) the Refuse and charge (or deduct, as aforesaid) all costs, fees, expenses incurred by the Municipality in connection with collection. Nothing herein shall prevent or deny the Municipality from terminating the Contract in accordance with the Contract terms; and

3. Damages in an amount equal to the reasonable value of the Work had it been performed in strict conformity with this Contract, plus the administrative costs of the Municipality.

B. Material Breach

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

1. Any of the remedies provided above for minor breaches,
2. Partial or total termination of the Contract, and
3. Damages

C. Mixed Loads

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

Section 21. REIMBURSEMENT

The Contractor shall reimburse the Municipality for any actual damages or costs, including both direct and consequential costs and damages, as well as court costs and reasonable attorneys' fees, related to or arising out of the Contractor's failure to perform the Contractor's obligations under this Contract. This remedy shall be in addition to, not in lieu of, any other remedies of the Municipality provided at law or equity or under this Contract.

Section 22. WITHHOLDING

In the event that the Contractor fails to perform any of the Contractor's obligations under this Contract, the Municipality shall have the right to withhold payments to the Contractor to the extent of any amount owed to the Contractor under any provisions of this Contract. This remedy is in addition to, and not in lieu of, any other rights of the Municipality provided by law, equity or this Contract.

Section 23. INDEPENDENT CONTRACTOR

For all purposes (including but not limited to laws and regulations concerning employee's compensation, worker's compensation and other labor matters; the keeping of records, making of reports and payment of taxes and contributions; etc.) it is specifically agreed that the Contractor is, and at all times for the term of this Contract shall be and remain, an independent contractor and employing unit. Neither party under this Contract is the agent nor is employee of the other; and neither party under this Contract is authorized to make any representations or incur any liabilities on behalf of the other party.

Section 24. COMPLIANCE WITH LAW

The Contractor acknowledges that the collection of Solid Waste is subject to Federal, State and Local laws, ordinances, rules and regulations, and specifically to the LCSWMA Rules and Regulations, the Lancaster County Solid Waste Disposal and Joint Cooperation Ordinance and the Municipality's Solid Waste Disposal and Joint Cooperation Ordinance. The Contractor agrees that all such laws, ordinances, rules and regulations are incorporated into and made a part of this Contract as if set forth in full and that any breach thereof by the Contractor shall be deemed a material breach of this Contract.

Section 25. INDEMNIFICATION

The Contractor shall assume full responsibility for all its officers, employees and agents. The Contractor shall indemnify the Municipality, its officers, employees and agents (each of whom shall be included in the term "Municipality" for purposes of this Section) and hold and save the Municipality harmless from and against all claims, demands, and causes of action which may be asserted by any Person because of any injury to property, injury or death to any person, or any other cause whatsoever, which arises out of or is related to any of the actions or omissions of the Contractor or its officers, employees or agents, whether intentional, unintentional, reckless, negligent or inadvertent. The Contractor further agrees to indemnify and hold harmless the Municipality from and against all claims, demands and causes of action which may be asserted by any person arising out of injury or death suffered by any of the officers, employees or agents of the Contractor, including but not limited to third party actions for any injury or death otherwise covered under applicable worker's compensation laws. The Contractor's obligations for indemnification provided in this Contract shall apply regardless of any sole or concurring or contributing negligence of the Municipality. The Contractor shall indemnify and hold harmless the Municipality against and from any and all loss, damages, cost and expenses, including reasonable attorneys' fees, suffered or incurred by Municipality as a result of any breach by Contractor, or enforcement by Municipality, of this Contract.

Section 26. INSURANCE

At all times during the term of this Contract, the Contractor shall maintain in full force and effect employer's liability, worker's compensation, public liability and property insurance. All insurance shall (a) be by insurers and for policy limits acceptable to the Municipality, (b) be on an "occurrence basis" and (c) name the Municipality as an additional insured.

The Certificate of Insurance shall require that the Municipality receives at least thirty (30) days prior notification before an insurance policy is canceled or is not renewed.

The Contractor shall carry at least the following types and amounts of insurance:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
General Liability:	\$1,000,000 per occurrence
Bodily Injury and Property Damage	\$1,000,000 aggregate Maximum deductible \$5,000
Automobile Liability:	\$1,000,000 combined limit
Bodily Injury and Property Damage	
Excess Umbrella Liability	\$2,000,000 each occurrence \$2,000,000 aggregate Maximum deductible \$5,000

NOTICE OF ACCIDENTS: The Contractor shall give written notice to the Municipality of all accidents occurring in connection with this Contract, within 24-hours of any such accident.

Section 27. PERFORMANCE GUARANTEE

The successful Bidder shall be required to furnish a Performance Guarantee for the faithful performance of the Contract in a sum equal to the amount determined by multiplying the first year Base Figure times the Unit Fee (BF x UF).

The Performance Guarantee shall be submitted to the Municipality within twenty (20) days of notice of intent to award the Contract.

The Performance Guarantee shall be in one of the forms which are part of the Contract Documents.

The Contractor shall furnish a Performance Guarantee guaranteeing the faithful performance of each renewal term of this Contract, with the Municipality as beneficiary in a sum equal to 100% of the Base Figure times the Unit Fee. The Performance Guarantee shall be either in the form of a Performance Bond provided in the Contract Documents or a Performance Letter of Credit using the form provided in the Contract Documents with appropriate dates inserted.

Section 28. NON-DISCRIMINATION

The Contractor shall not discriminate against any employee or other Person because of race, color, religious creed, national origin, sex, marital status, non-job related handicap, ancestry or age.

Section 29. SUBCONTRACTS

The Contractor shall not enter into any subcontracts for the Work to be performed under this Contract, either in whole or in part, without the prior written consent of the Municipality.

Section 30. AMBIGUITIES

The Contractor acknowledges that (a) it has had a reasonable and adequate opportunity to review the description of the Work to be performed, the Contract Documents, and the locations at which the Work will be performed under this Contract and (b) any ambiguities, inconsistencies, conflicts or other issues as to the nature of the Contractor's performance under this Contract have been brought to the attention of the Municipality and resolved.

Section 31. WAIVER

No waiver of, or failure to enforce, any provision of this Contract or any breach thereof shall be construed to be a waiver of any such provision, or any other provision of this Contract, or a waiver of any rights the Municipality may have with respect to any future breaches, whether of a like or different character.

Section 32. ASSIGNMENTS

The Contractor shall not voluntarily or involuntarily assign this Contract without the prior written consent of the Municipality. Any unauthorized assignment or unauthorized attempt to assign this Contract shall be void. Any unauthorized assignment or transfer or attempted assignment or transfer whether by operation of law or otherwise shall be deemed to be a material breach of this Contract.

Section 32.A. CHANGE IN CONTROL OF CONTRACTOR

Any change in the control of the Contractor shall be subject to the following:

A. If the control of the Contractor changes, the Contractor shall notify the Municipality within seven (7) days. Failure to provide such notification shall be considered a material breach of this Contract and shall be subject to all penalties and remedies provided in Section 19 of this Contract.

B. Municipality, at its sole option, may give Contractor sixty (60) days written notice that such change in control of Contractor is a material breach of this Contract.

C. In the alternative, Municipality at its sole option may give Contractor sixty (60) days written notice to provide Municipality with:

1. A Performance Guarantee, as required, by this Contract and Certificates of Insurance, as required, by this Contract which shall replace the Performance Guarantee and Certificates of Insurance provided by the Contractor prior to the change in control; or

2. Written confirmation by the surety or bank which issued the Performance Guarantee that such Performance Guarantee remains in full force and effect and written confirmation by the insurance carrier that such insurance remains in full force and effect, notwithstanding the change in the control of the Contractor.

Failure to provide such assurance of continued compliance with this Contract shall be considered a material breach and shall be subject to the penalties and remedies set forth in

Section 19 of this Contract.

D. For the purposes of this Paragraph, a change in control shall be:

1. If the Contractor is a corporation which is not traded on a national stock exchange or in the over-the-counter market, change in one-third (1/3) or more of the stock of the corporation.

2. If the Contractor is a general partnership, change in one-third (1/3) or more of the partners of the partnership or change in one-third (1/3) or more of the partnership interest.

3. If the Contractor is a limited partnership, change in one-third (1/3) or more of the general partners of the partnership or change in one-third (1/3) or more of the general partnership interest.

4. If the Contractor is a sole proprietorship, incapacity or death of the sole proprietor or sale of the business to any other person or entity.

5. If the Contractor is a limited liability company, change in one-third (1/3) or more of the ownership interest or members of the limited liability company.

Section 33. MODIFICATIONS

This Contract shall not be modified except by a writing executed on behalf of both parties.

Section 34. BINDING EFFECT

Except as provided in Section 29 and Section 32, this Contract shall bind and benefit the Municipality and the Contractor and their respective successors and assigns.

Section 35. CAPTIONS

The captions at the beginning of each section of this Contract are for convenience only and are to be given no weight in construing this Contract.

Section 36. SEVERABILITY

If any portion of this Contract shall be deemed by any court of competent jurisdiction to be void, voidable or unenforceable, the remaining provisions shall continue in full force and effect.

Section 37. INTEGRATION

This Contract forms the entire agreement of the parties with respect to the subject matter of this Contract, and this Contract supersedes any prior agreements or understandings between the parties.

Section 38. GOVERNING LAW

This Contract and any issues as to its validity, construction or performance shall be governed by the laws of the Commonwealth of Pennsylvania. The parties shall submit all disputes which cannot in good faith be resolved between them to arbitration, which shall be conducted in Lancaster, Pennsylvania, under the commercial arbitration rules of the American Arbitration Association. The results of said arbitration shall be final and binding upon both parties and either party may enter judgment on, and enforce an arbitration award.

IN WITNESS WHEREOF, the parties have executed this document on the date first set forth above.

WEST HEMPFIELD TOWNSHIP

By: _____
Name - (Vice) Chairperson

Signature

Name – Secretary

Signature

Signature (SEAL)

.....
(Individual Principal)

Witness:

_____ (SEAL)
Signature of Individual

Trading and Doing Business As

(Partnership Principal*)

Witnesses:

(Name of Partnership)

_____ By: _____
Partner

_____ By: _____
Partner

_____ By: _____
Partner

_____ By: _____
Partner

* All general partners must sign.

(Corporation Principal)

(Name of Corporation)

Attest: _____
(Assistant) Secretary

By: _____
(Vice) President

[CORPORATE SEAL]

(or if appropriate)

(Name of Corporation)

Witness:

**By: _____
(Authorized Representative)

** Attach appropriate corporate resolution, dated as of the same date as the Bond, evidencing authority to execute the Bond on behalf of the corporation.

.....
.....

(Limited Liability Company****)

(Name of Limited Liability Company)

Witness:

By: _____
Member

By: _____
Member

By: _____
Member

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

SCHEDULE A

Schedule for Collection of Contract Waste and Recyclable Materials

Collection currently occurs on Wednesday and Thursday. However, collection can occur on Monday, Tuesday, Wednesday or Thursday on not more than three (3) consecutive days each week.

No Friday or Saturday collection except for (a) special collection designated by Holiday Schedule, or (b) other special collections as designated by Municipality.

No Sunday collection is permitted.

SCHEDULE B
MONTHLY MUNICIPAL REPORT

Month of _____, 20____

1. Name of Municipality _____

2. Name of Contractor _____

3. Recyclable Materials Information	lbs.	Recycling/Processor
Single Stream	_____ lbs.	_____
Corrugated Cardboard	_____ lbs.	_____
Yard Waste	_____ lbs.	_____
Tires	_____ lbs.	_____
White Goods	_____ lbs.	_____
Other _____	_____ lbs.	_____
Other _____	_____ lbs.	_____
	_____ Total Pounds Recycled	
	_____ Equivalent Tons (÷ by 2000)	

4. Contract Waste Collection Information

_____ Tons of Refuse Collected (Refuse + Oversized Refuse Items)

Attached are all weight receipts to verify the amounts collected.

I, the undersigned, hereby certify that all the information on this Monthly Municipal Report is accurate to the best of my knowledge.

Contractor

By: _____
Type or Print Name of
Authorized Representative

Signature

Date

SCHEDULE C
EXTRA SERVICE TAGS *

Additional Extra Service Tags and Yard Waste Bags shall be available from the Municipality for sale to Customers.

<u>ITEM</u>	<u>TAG COLOR</u>
Extra Refuse Container	Yellow
Tires**	Yellow
Oversized Refuse Items	Red
White Goods	Blue
Yard Waste (bundled or bagged)	Green

*Municipality will establish prices.

** Tires must be 17 inches in diameter or less.